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Witness: William E. Greenlaw
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Sponsoring Party: Southwestern Bell Telephone
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Case No.: TC-2012-0284

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**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Case No. TC-2012-0284

**Rebuttal Testimony of William E. Greenlaw
On Behalf of AT&T Missouri**

October 19, 2012

AT&T Exhibit No. 6
Date 1-08-13 Reporter KF
File No. TC-2012-0284

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Big River Telephone Company, LLC,)

Complainant,)

Case No. TC-2012-0284

v.)

Southwestern Bell)

Telephone, L.P., d/b/a)

AT&T Missouri,)

Respondent.)

AFFIDAVIT OF WILLIAM E. GREENLAW

COUNTY OF DALLAS)
STATE OF TEXAS) SS

I, William E. Greenlaw, of lawful age, being duly sworn, depose and state:

1. My name is William E. Greenlaw. I am Area Manager-Wholesale Regulatory for AT&T Services, Inc.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.



William E. Greenlaw

Sworn and subscribed to before me this 19th day of October, 2012.


Notary Public

My Commission Expires: 11-12-2015



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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is William E. Greenlaw. My business address is 311 S. Akard Street, Dallas,
4 TX 75202.

5 **Q. ON WHOSE BEHALF ARE YOU PROVIDING REBUTTAL TESTIMONY**
6 **TODAY?**

7
8 A. Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

9 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?**

10 A. Yes. I am the same William E. Greenlaw who filed direct testimony on behalf of AT&T
11 Missouri on September 28, 2012.

12 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

13 A. My rebuttal testimony responds to the direct testimony filed on September 28, 2012 by
14 John Jennings and Gerard J. Howe on behalf of Big River Telephone Company, LLC
15 ("Big River").

16 **Q. HOW IS YOUR REBUTTAL TESTIMONY ORGANIZED?**

17 A. I first address their testimonies relating to the ICA's audit provisions. I next address their
18 testimonies relating to the ICA amendment signed by the parties and approved by the
19 Commission in 2009.

20 **II. AUDIT PROVISIONS**

21 **Q. PAGE 5 OF MR. JENNINGS' DIRECT TESTIMONY AND PAGE 3 OF MR.**
22 **HOWE'S DIRECT TESTIMONY CLAIM THAT AT&T DID NOT INVOKE ITS**
23 **AUDIT RIGHTS REGARDING BIG RIVER'S CLAIM THAT THE PERCENT**
24 **ENHANCED USAGE (PEU) OF ITS TRAFFIC WAS 100%, IS THIS TRUE ?**

25
26 A. Yes.

27 **Q. ARE THE AUDIT PROVISIONS IN THE PARTIES' ICA DESIGNED FOR THIS**
28 **TYPE OF DISPUTE?**

1 A. Not really. The audit provisions contained within the parties' ICA in Section 38 of the
2 General Terms and Conditions are really designed to resolve issues about the details of
3 bills and invoices that are quantitative in nature. Section 38.1 states that "either Billed
4 (auditing) Party may audit the Billing Party's books, records and other documents once in
5 each Contract Year for the purpose of evaluating the accuracy of the Billing (audited)
6 Party's billing and invoicing..." The same section goes on to state reciprocal terms for
7 the billing party as well, specifically that "...The Billing Party may audit the Billed
8 Party's books, records and other documents once in each Contract Year for verification of
9 the accuracy of information that the Billing (auditing) Party is entitled, under this
10 Agreement, to rely on in billing and invoicing for services provided to the Billed
11 (audited) Party hereunder...."

12 However, Big River is making the broader assertion that all of the traffic that
13 originated on its network and terminated to end users served by AT&T Missouri's
14 network was enhanced services traffic exempt from exchange access charges. Given that
15 fact, auditing Big River's records would have provided no benefit to either party in
16 resolving or clarifying the dispute.

17 **Q. WHY DO YOU SAY THAT THE AUDIT WOULD NOT HAVE RESOLVED THE**
18 **DISPUTE?**
19

20 A. Big River has not disputed the number of minutes that AT&T Missouri billed for
21 exchange access charges on the grounds that AT&T Missouri miscalculated the minutes
22 of use ("MOUs") or that AT&T Missouri applied incorrect rates, or that AT&T Missouri
23 otherwise committed some mathematical or calculation error. Candidly, if they were
24 making those types of claims and were unsatisfied with the billing dispute resolution
25 initially, then Big River certainly could have availed itself of its right to audit AT&T

1 Missouri's billing. In this case, however, Big River simply asserted that the PEU factor
2 for the telecommunications traffic originating from its network and terminating via the
3 PSTN to AT&T end users was 100%. Similarly, AT&T Missouri was not disputing that
4 Big River was sending a specific quantity of traffic to AT&T Missouri pursuant to the
5 terms and conditions of the ICA. This dispute has been, and continues to be, an
6 interpretative disagreement over what type of traffic Big River is terminating to AT&T
7 Missouri's network and whether that traffic should be subject to the exemption of access
8 charges pursuant to the terms and conditions within the parties' ICA. A comprehensive
9 audit of party's usage records, books or invoices related to this traffic would not reveal
10 any new information and thus would not compel either party to change its position.

11 **Q. IS THERE ANY CHARACTERISTIC IN THE USAGE RECORDS THAT AT&T**
12 **RECORDED FOR BIG RIVER'S TERMINATING TRAFFIC THAT WOULD**
13 **DISTINGUISH THE USAGE AS ENHANCED SERVICES TRAFFIC?**

14 **A.** No. While I am certainly not an expert on usage record field values, I have confirmed
15 that there is nothing populated on the usage records recorded by AT&T Missouri's
16 switches that would provide a differentiation that one record is associated with an
17 information service (enhanced service) and one record is associated with a regular two-
18 way telecommunications call on the PSTN.

19 **Q. PLEASE SUMMARIZE YOUR POSITION ON THE APPLICABILITY OF THE**
20 **PARTIES AUDIT LANGUAGE IN THIS DISPUTE?**
21

22 **A.** Simply put, if AT&T Missouri had gone through the motion of invoking the audit
23 provisions in the parties' ICA at the onset of the receipt of billing disputes from Big
24 River, it would have just added a step to the ongoing dispute process. The outcome
25 would have been the same because the information that an audit would have produced
26 would have not changed the basis of either party's argument. At the end of the day, Big

1 River and AT&T Missouri would still be seeking a ruling from this Commission as to the
2 nature of the traffic that Big River is terminating to AT&T Missouri's network and
3 whether that traffic is subject to the applicable exchange access charges. Making an issue
4 of whether an audit was requested in lieu of, or in addition to, the normal dispute
5 resolution procedures is a red herring that distracts from addressing the merits of the real
6 dispute at hand.

7 **III. THE ICA AMENDMENT**

8
9 **Q. DID THE PARTIES' ORIGINAL ICA ADEQUATELY ADDRESS HOW**
10 **ENHANCED SERVICES WERE TO BE HANDLED WITH RESPECT TO**
11 **INTERCARRIER COMPENSATION?**

12
13 A. As Mr. Jennings pointed out in his direct testimony, Attachment 12, Section 13.3 of the
14 parties' ICA provided for a factor that the Parties would use to identify how much of the
15 traffic terminating to the other Parties' network was enhanced, and therefore exempt from
16 exchange access charges. The original language included "...without limitation Voice
17 over Internet Protocol ("VoIP") traffic...." under these terms and conditions. Many of
18 AT&T Missouri's ICAs of the same vintage provided similar language folding VoIP
19 traffic under the umbrella of enhanced services traffic.

20 **Q DID THIS CREATE A NEED TO ADDRESS THE DISTINCTION BETWEEN**
21 **THE TWO?**

22 A. Yes. The original language in the ICA did not distinguish between interconnected VoIP
23 traffic, specifically, and enhanced services traffic, generally. It became apparent that
24 interconnected VoIP traffic should be subject to a different intercarrier compensation
25 structure.

1 **Q DID THE MISSOURI LEGISLATURE SUBSEQUENTLY ADDRESS THE**
2 **COMPENSATION STRUCTURE APPLICABLE TO INTERCONNECTED VOIP**
3 **TRAFFIC?**

4 A. Yes. As noted in my direct testimony, in 2008, HB 1779 was enacted into law. The
5 resulting new Section 392.550.2, RSMo, states:

6 Interconnected voice over Internet protocol service *shall be subject to*
7 *appropriate exchange access charges to the same extent that*
8 *telecommunications service are subject to such charges.* Until January 1,
9 2010, this subsection shall not alter intercarrier compensation provisions
10 specifically addressing interconnect voice over internet protocol service
11 contained in an interconnection agreement approved by the commission
12 pursuant to 47 U.S.C Section 252 and in existence as of August 28, 2008.
13 (emphasis added)
14

15 **Q. DOES THE PARTIES' ICA CONTAIN LANGUAGE IMPLEMENTING HB 1779?**
16

17 A. Yes. As mentioned in my direct testimony, one of the provisions of the ICA amendment
18 that Big River executed with AT&T Missouri effectively addressed intercarrier
19 compensation arrangements with respect to VoIP traffic. Access charges would not
20 apply to that traffic until after December 31, 2009, as provided for in HB 1779.
21 However, pursuant to the terms and conditions outlined in the amendment, AT&T
22 Missouri was entitled to access charges with respect to interconnected VoIP traffic from
23 January 1, 2010 forward, as likewise provided for HB 1779. Consequently, AT&T
24 Missouri billed Big River for the traffic in accordance with those amended terms.

25 **Q PAGES 5 AND 6 OF MR. JENNING'S DIRECT TESTIMONY DISCUSSES**
26 **AT&T STRIKING A REFERENCE TO ENHANCED SERVICES IN THE**
27 **PARTIES' ICA AMENDMENT. IS THAT SIGNIFICANT?**

28 A. No. It is true that the original draft of the amendment negotiated between Big River and
29 AT&T Missouri contained the broader term "enhanced services." While the broader term
30 did not harm Big River given what type of traffic Big River was terminating to AT&T

1 Missouri, the provisions of the final executed amendment between the parties were
2 changed to more accurately reflect the specific reading of the statute, specifically
3 addressing “the exchange of interconnected VoIP traffic as defined in Section 386.020
4 (RSMo).” This change would only be relevant to Big River’s position in this dispute if
5 the traffic it was terminating to AT&T Missouri was enhanced services traffic other than
6 interconnected VoIP traffic. As Mr. Neinast explained in detail in his direct testimony,
7 the traffic that Big River is terminating to AT&T Missouri’s network is not enhanced
8 services traffic that would fall outside the scope of HB 1779, and the amended ICA by
9 extension.

10 **Q. SO BASED ON YOUR REFERENCE TO HB 1779, ARE YOU ASSERTING**
11 **THAT BIG RIVER’S TRAFFIC IS ACTUALLY INTERCONNECTED VOIP**
12 **TRAFFIC?**

13 A. Whether Big River’s traffic is simply POTS traffic or interconnected VoIP traffic is not
14 particularly relevant. What matters is that it is very clear that this traffic does not
15 constitute enhanced services traffic. The calls between Big River end users and AT&T
16 Missouri’s end users represent two parties talking in a two-way telephone conversation.
17 Whether the Big River customer has the ability to record the conversation or use any
18 other supposed “enhanced” feature functionality before, during or after the call is
19 irrelevant, because these calls originate and terminate as voice calls and are subject to
20 appropriate exchange access charges. Whether the transmission of a call involves
21 interconnected VoIP or just IP in the middle becomes moot at that point. The
22 significance of HB 1779 is simply that those terms removed any ambiguity regarding
23 intercarrier compensation between AT&T Missouri and CLECs for interconnected VoIP

1 traffic from January 1, 2010 forward, so there is no scenario where the exchange access
2 charges at issue in this dispute would not be applicable.

3 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

4 **A. Yes.**