

Exhibit No.:  
Issues: Reciprocal Compensation  
Witness: Daniel Aronson  
Sponsoring Party: MCI WorldCom Communicatins, Inc.  
and Brooks Fiber Communications of  
Missouri, Inc.  
Type of Exhibit: Surrebuttal Testimony  
Case No.: TC-2000-225, et al.

**MCI WORLDCOM COMMUNICATIONS, INC.**  
**AND**  
**BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC.**  
**SURREBUTTAL TESTIMONY**

**OF**  
**DANIEL ARONSON**  
**CASE NO. TC-2000-225, et al.**

**St. Louis, Missouri**  
**June 28, 2000**

**FILED**  
**JUN 28 2000**  
**Missouri Public**  
**Service Commission**

Notary Public State of Mississippi At Large  
My Commission Expires: October 21, 2001  
Bonded Thru Helden, Brooks & Gartland, Inc.

**Surrebuttal Testimony of Daniel Aronson**

1    **Q.    Please identify yourself.**

2    A.    My name is Daniel Aronson. I have previously submitted direct testimony in this case.

3

4    **Q.    What is the purpose of your surrebuttal testimony?**

5    A.    I respond to the rebuttal testimony of Joe B. Murphy.

6

7    **Q.    In his rebuttal testimony, Mr. Murphy describes the record exchange process that**  
8           **underlies billing for reciprocal compensation. Has SWBT complied with this record**  
9           **exchange process?**

10   A.    No, it has not. In September 1999, SWBT unilaterally began to alter its originating  
11           traffic records by deleting local traffic that it deemed to be terminating to ISP end users.  
12           There is no provision in the interconnection agreements that would permit such delivery  
13           of incomplete originating records.

14

15   **Q.    Mr. Murphy describes a process that he claims SWBT is using to delete locally-**  
16           **dialed traffic that uses the "traditional LEC network" and terminates at ISP end**  
17           **user locations from its originating records. Is that process permitted under the**  
18           **interconnection agreements?**

19   A.    No, the agreements do not permit SWBT to delete traffic from its originating records in  
20           this manner.

1 Q. Mr. Murphy states that the process he describes is used "in the absence of specific  
2 ISP telephone numbers provided by the CLEC". Do the interconnection  
3 agreements require MCIWC or Brooks to report ISP telephone numbers to SWBT  
4 for reciprocal compensation billing purposes or any other purposes?

5 A. No.  
6

7 Q. Mr. Murphy describes the creation and submission of reports to CLECs regarding  
8 suspect ISP traffic. Is any such reporting process discussed in the interconnection  
9 agreements?

10 A. No.  
11

12 Q. Do the interconnection agreements provide for a process of review of such reports  
13 by CLECs?

14 A. No.  
15

16 Q. Do you agree with Mr. Murphy's assertion that locally-dialed traffic that terminates  
17 at ISP end user locations is interstate traffic, and not local traffic subject to  
18 reciprocal compensation?

19 A. No, I do not agree with Mr. Murphy. For the reasons explained in the rest of  
20 Complainants' testimony, locally dialed traffic terminates to ISP end users and is local  
21 traffic under the language of the contracts.  
22

1 Q. On page 11 of his rebuttal, Mr. Murphy identifies a purported failure on MCIWC's  
2 part to credit SWBT for a payment. Do you agree with his testimony?

3 A. No. The payment was posted to an earlier period. SWBT received credit for it.  
4 However, I have adjusted Aronson Schedule 1 to reflect the application of the payment as  
5 Mr. Murphy requests. The revised schedule is attached hereto.  
6

7 Q. On page 13, Mr. Murphy asserts that Brooks failed to credit SWBT for a payment  
8 of \$4,589.92. How do you respond?

9 A. The payment was previously credited in accordance with SWBT's instructions.  
10 However, I have adjusted Aronson Schedule 2 to reflect the new instructions. The  
11 revised schedule is attached hereto.  
12

13 Q. Mr. Murphy also alleges on pages 11 and 13 that MCIWC and Brooks are  
14 attempting to charge SWBT for traffic that is not originated by SWBT end users.  
15 Do you agree with his testimony?

16 A. No. We are not billing SWBT for traffic that is not originated by its end users. Mr.  
17 Murphy incorrectly assumes we are using gross terminating records, but we are only  
18 using terminating records regarding SWBT traffic.  
19

20 Q. Mr. Murphy states that MCIWC and Brooks are not currently using SWBT  
21 originating records to develop their reciprocal compensation invoices. How do you  
22 respond?

1 A. Mr. Murphy testifies at pages 2-3 that it is SWBT's responsibility to provide originating  
2 records to MCIWC and Brooks so that we can bill SWBT for reciprocal compensation.  
3 However, SWBT unilaterally terminated its practice of providing complete originating  
4 records to MCIWC and Brooks in September, 1999. Since then, as a result of SWBT's  
5 failure to provide complete records, MCIWC and Brooks have been compelled to use  
6 their terminating records to supplement the incomplete originating records delivered by  
7 SWBT to generate reciprocal compensation invoices.

8  
9 **Q. Does this process result in MCIWC and Brooks invoicing SWBT for traffic**  
10 **originated by the end users of other companies, as Mr. Murphy alleges?**

11 A. No, it does not. Our system uniformly associates the originating NPA-NXX with the  
12 proprietary Operating Company Number (OCN) associated with the NPA-NXX, which  
13 enables us to exclude non-SWBT originating traffic from the usage invoiced to SWBT.

14  
15 **Q. Is Mr. Murphy familiar with the accuracy of the process MCIWC and Brooks have**  
16 **been using since SWBT unilaterally ceased to provide complete originating records?**

17 A. He should be more informed than his testimony suggests. He attended a meeting during  
18 which members of my staff explained our process and demonstrated that the results are  
19 consistent with results from use of complete originating records.

1   **Q.    Mr. Murphy disputes the amounts you show to be due and owing in Schedules 1 and**  
2       **2 to your direct testimony. After reviewing his rebuttal testimony, do you reaffirm**  
3       **the accuracy of these Schedules?**

4   **A.    Yes, I do. However, I have revised them to reflect the payment instructions Mr. Murphy**  
5       **discusses.**

6  
7   **Q.    Has SWBT fulfilled its payment obligations under the interconnection agreements?**

8   **A.    No. SWBT has unilaterally decided not to pay our invoices in full. Under the**  
9       **agreements, SWBT is not entitled to withhold payments. The agreements require SWBT**  
10      **to pay our bills within 30 days of receipt, and only allow verification reviews after such**  
11      **payment. These requirements are contained in the same contract sections that Mr.**  
12      **Murphy discusses at page 2 and footnote 1. Further, Sections 19.9 and 28.12 of the**  
13      **MCIWC agreement require prompt payment, including payment of disputed charges into**  
14      **an interest bearing escrow account. SWBT has not complied with these requirements.**

15  
16   **Q.    Mr. Murphy claims that it is improper for MCIWC and Brooks to charge SWBT**  
17      **interest on the amounts of reciprocal compensation that are overdue. Do you agree?**

18   **A.    No, it is my understanding that we are entitled to the time value of the monies owed to us.**  
19       **This entitlement is expressly described in the MCIWC agreement in Sections 19.9 and**  
20       **28.12.**

21  
22   **Q.    Does this conclude your surrebuttal testimony?**

23   **A.    Yes.**

MFS MISSOURI

Invoice Date	Minutes of Use	Usage Charges	Adjustments	Finance Charges	Invoice Totals	SWBT Payments	Balance
06/10/98	43,999,109	\$ 613,432.89			\$ 613,432.89	\$ (213,913.48)	\$ 399,519.41
07/10/98	48,719,143	680,508.10			680,508.10	(107,034.25)	573,473.85
12/10/98	36,668,339	294,753.18	(972,993.26) a		(678,240.08)	(69,446.91)	(747,686.99)
01/10/99	1,794,080	28,128.56	98,536.42 b	4,421.30	131,086.28	(14,609.51)	116,476.77
03/10/99	627,673,359	6,905,137.76	(329,794.26) c	179.83	6,575,523.33	(35,744.44)	6,539,778.89
04/10/99	45,041,812	498,852.01		103,759.60	602,611.61	(21,955.42)	580,656.19
06/10/99	51,908,414	577,850.81		111,933.27	689,784.08	(11,872.38)	677,911.70
07/10/99	51,437,766	556,851.77		122,280.03	679,131.80	(11,810.56)	667,321.24
09/10/99	121,043,776 *	26,537.62	1,076,833.75 d	132,111.77	1,235,483.14	(29,218.06)	1,206,265.08
10/10/99	111,147,031 *	542,403.49	560,579.56 d	150,644.01	1,253,627.06	(20,596.50)	1,233,030.56
12/10/99	98,394,292 *	47,225.37	885,308.27 d	168,701.20	1,101,234.84	(39,506.31)	1,061,728.53
01/10/00	63,704,551 *	29,975.20	561,218.37 d	185,219.72	776,413.29	(25,607.51)	750,805.78
02/10/00	70,420,543 *	51,680.37	610,644.03 d	196,273.33	858,597.73	(29,977.33)	828,620.40
03/10/00	80,004,001 *	74,108.99	680,009.27 d	208,768.18	962,886.44	(51,682.64)	911,203.80
04/10/00	-	-	-	222,761.82	222,761.82	-	222,761.82
1,451,956,216		\$ 10,927,446.12	\$ 3,170,342.15	\$ 1,607,054.06	\$ 15,704,842.33	\$ (682,975.30)	\$ 15,021,867.03

\* Note - Includes minutes appearing in adjustment section of invoice for estimated ISP suspected traffic

Explanation of adjustments:

- Pursuant to SBC request, amounts billed on the basis of WorldCom measured termination were reversed contingent upon agreement of SBC's delivery of all delivered data for processing. The additional processing appears on the 3/10/99 invoice.
- Adjustment of toll rates and EAS usage segment from 12/10/98 invoice
- Adjustment to restate usage related to ISP traffic pursuant to delivery of measurements by SBC.
- Following Cessation of 9299 Record delivery for suspected ISP usage by SBC, the balance of terminating usage is invoiced using WorldCom measure of terminating usage.



## BROOKS MISSOURI

LATA	Invoice Date	Minutes of Use	Usage Charges	Adjustments	Finance Charges	Invoice Totals	SWBT Payments	Balance
524	11/03/97	7,967,963	95,615.57	-36,652.67 a		58,962.90	-24,724.19	34,238.71
522	12/01/97	856,024	6,334.57			6,334.57	-6,334.57	0.00
524	12/01/97	6,367,156	76,405.87	-29,288.91 a		47,116.96		47,116.96
522	01/06/98	2,069,573	15,314.83			15,314.83	-26,550.26	-11,235.43
524	01/06/98	7,366,456	54,511.80			54,511.80	-7,676.63	46,835.17
522	02/17/98	6,182,244	45,748.61			45,748.61	-9,377.09	36,371.52
524	02/17/98	10,113,197	74,837.63			74,837.63		74,837.63
522	03/10/98	6,734,530	49,835.51			49,835.51		49,835.51
524	03/10/98	8,210,917	60,760.82			60,760.82		60,760.82
522	04/06/98					0.00	-18,725.82	-18,725.82
522	04/07/98	8,130,944	60,168.97			60,168.97		60,168.97
524	04/08/98	10,221,593	75,639.78			75,639.78		75,639.78
522	05/06/98					0.00	-10,587.71	-10,587.71
524	05/06/98		0			0.00		0.00
522	05/07/98	12,406,187	91,805.80			91,805.80		91,805.80
522	06/05/98	12,733,615	94,228.75			94,228.75	-3,697.83	90,530.92
524	06/05/98		0			0.00		0.00
522	07/10/98	14,983,913	110,880.95			110,880.95	-14,730.96	96,149.99
524	07/10/98	28,756,550	212,798.45			212,798.45	-5,095.73	207,702.72
522	08/10/98	6,668,071	43,894.67		7,546.44	51,441.11	-4,284.95	47,156.16
524	08/10/98	11,341,024	73,807.31		9,966.29	83,773.60	-12,076.70	71,696.90
522	09/10/98	9,712,517	71,872.63	6,095.65 b	8,199.88	86,168.16	-6,792.51	79,375.65
524	09/10/98	17,413,549	128,860.27	10,415.49 b	11,366.76	150,642.52	-6,468.20	144,174.32
522	10/10/98	14,547,547	109,199.48	-381.68 c	9,340.54	118,158.34	-8,651.41	109,506.93
524	10/10/98	21,841,552	163,458.63	-275.72 c	13,576.55	176,759.46	-8,312.14	168,447.32
522	11/10/98	15,186,894	113,984		11,450.55	125,434.55	-8,670.23	116,764.32
524	11/10/98	19,458,568	149,669.56		16,727.77	166,397.33	-7,092.02	159,305.31
522	12/10/98	14,039,207	115,101.27		13,529.29	128,630.56	-8,903.96	119,726.60
524	12/10/98	19,200,416	145,770.91		19,541.69	165,312.60	-9,575.12	155,737.48
522	01/10/99	11,999,933	105,640.08		15,251.81	120,891.89	-8,088.96	112,802.93
524	01/10/99	34,223,696	258,854		22,187.58	281,041.58	-11,205.81	269,835.77
524	02/10/99	NA	178.81			178.81	-178.81	0.00
522	03/10/99	79,142,471	639,322.38		17,259.70	656,582.08	-113,201.15	543,380.93
524	03/10/99	99,109,567	752,088.95		26,990.65	779,079.60	-11,159.45	767,920.15
522	04/10/99	28,125,742	227,378.63		28,946.87	256,325.50	-37,339.71	218,985.79
524	04/10/99	36,319,383	276,853.59		40,858.27	317,711.86	-20,970.73	296,741.13
522	06/10/99	34,743,981	283,040.45		30,829.83	313,870.28	-21,152.36	292,717.92
524	06/10/99	73,394,268	554,295.15		45,941.63	600,236.78	-9,906.42	590,330.36
522	07/10/99	32,349,865	263,091.57		36,416.72	299,508.29	-21,975.41	277,532.88
524	07/10/99	51,348,276	387,119.52		56,625.84	443,745.36	-10,428.21	433,317.15
522	08/10/99	1,256,569	12,493.07		41,371.46	53,864.53	-12,219.72	41,644.81
524	08/10/99	8,570,360	64,369.57		64,348.17	128,717.74	-18,904.25	109,813.49
522	09/10/99	74,079,926 *	13,547.81	537,808.22 d	41,939.09	593,295.12	-12,591.94	580,703.18
524	09/10/99	93,410,789 *	86,641.38	606,670.63 d	66,453.73	759,765.74	-12,494.25	747,271.49
522	10/10/99	77,140,858 *	250,197.57	342,716.63 d	52,282.23	645,196.43	-13,787.41	631,409.02
524	10/10/99	93,941,457 *	374,651.44	329,811.87 d	79,641.06	784,104.37	-44,946.94	739,157.43
522	12/10/99	68,712,169 *	20,442.70	491,844.99 d	63,297.17	575,584.86	-18,221.37	557,363.49
524	12/10/99	103,271,882 *	151,605.78	625,256.79 d	92,575.67	869,438.24	-35,227.99	834,210.25
522	01/10/00	48,746,968 *	16,824.36	345,937.79 d	73,542.58	436,304.73	-10,528.79	425,775.94
524	01/10/00	63,779,852 *	180,581.94	299,526.77 d	108,051.67	588,160.38	-32,985.46	555,174.92
522	02/10/00	58,127,815 *	20,568.98	412,570.94 d	80,984.47	514,124.39	-16,826.62	497,297.77
524	02/10/00	49,225,871 *	33,281.47	335,925.07 d	117,893.86	487,100.40	-34,247.21	452,853.19
522	03/10/00	65,869,942 *	30,882.45	463,143.37 d	89,948.47	583,974.29	-20,572.09	563,402.20
524	03/10/00	54,915,717 *	85,411.40	327,260.43 d	125,977.11	538,648.94	-33,294.53	505,354.41
522	04/10/00	-	-	-	100,043.70	100,043.70		100,043.70
524	04/10/00	-	-	-	135,037.16	135,037.16		135,037.16
		1,634,317,563	\$ 7,329,869.69	\$ 5,068,385.66	\$ 1,775,942.26	\$ 14,174,197.61	\$ (790,783.62)	\$ 13,383,413.99