

Exhibit No.:
Issues:
Witness: Pat Senft
Sponsoring Party: BroadSpan Communications, Inc.
d/b/a Primary Network Communications, Inc.
Type of Exhibit: Surrebuttal Testimony
Case No.: TC-2000-225, et al.

BROADSPAN COMMUNICATIONS, INC.
d/b/a PRIMARY NETWORK COMMUNICATIONS, INC.

SURREBUTTAL
~~DIRECT~~ TESTIMONY

OF

PAT SENFT

CASE NO. TC-2000-225, et al.

FILED
JUN 28 2000
Missouri Public
Service Commission

St. Louis, Missouri
June 28, 2000

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

MCI WorldCom Communications, Inc.,)
 Brooks Fiber Communications of Missouri, Inc.,)
 and BroadSpan Communications, Inc.,)
 d/b/a Primary Network Communications, Inc.,)
)
 Complainants,) Case No. TC-2000-225, et al.
)
 vs.)
)
 Southwestern Bell Telephone Company,)
)
 Respondent.)


AFFIDAVIT OF PAT SENFT

Pat Senft, of lawful age, sound of mind and being first duly sworn, deposes and states:

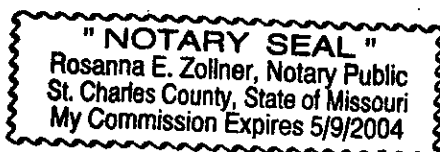
1. My name is Pat Senft. I am Controller for BroadSpan Communications, Inc. d/b/a Primary Network Communications, Inc.
2. Attached hereto and made a part hereof for all purposes is my surrebuttal testimony in the above-referenced case.
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge and belief.

Pat Senft

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 21st day of June, 2000.


Notary Public

My Commission Expires



Surrebuttal Testimony of Pat Senft

1 **Q. Please identify yourself.**

2 A. My name is Pat Senft. 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. SWBT unilaterally alters its originating traffic records by deleting local
11 traffic that it deems to be terminating to ISP end users. There is no provision in the
12 SWBT/PNC interconnection agreement that would permit such delivery of incomplete
13 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 agreement?**

19 A. No, the agreement does 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”. Does the interconnection**
3 **agreement require PNC to report ISP telephone numbers to SWBT for reciprocal**
4 **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 **agreement?**

10 **A. No.**
11

12 **Q. Does the interconnection agreement provide for a process of review of such reports**
13 **by PNC?**

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 the**
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 7 of his rebuttal, Mr. Murphy identifies a purported failure on PNC's part**
2 **to credit SWBT for a payment. Do you agree with his testimony?**

3 A. No. The payment was received on 5/8/2000 after the schedule was prepared and filed. I
4 have attached an updated schedule.

5
6 **Q. Mr. Murphy also states that your Schedule 1 includes an invoice that SWBT never**
7 **received. How do you respond to that statement?**

8 A. All invoices were mailed on the invoice date. SWBT directed us to apply a partial
9 payment to the usage period in question. Nonetheless, I have sent a duplicate invoice to
10 SWBT.

11
12 **Q. On page 7-8, Mr. Murphy asserts that PNC is billing SWBT for originating traffic**
13 **minutes that significantly exceed the minutes recorded by SWBT and he concludes**
14 **that PNC is billing SWBT inappropriately for traffic that is subject to other**
15 **compensation methods, using an improper method to generate bills to SWBT for**
16 **reciprocal compensation. How do you respond?**

17 A. SWBT has failed and refused to provide complete originating records as required under
18 the interconnection agreement. Hence, PNC has had to generate reciprocal compensation
19 bills by using equipment generated call event records. We have done the best we can
20 under the circumstances. We are willing to re-examine our invoices if SWBT will supply
21 the required records.

1 **Q.** On page 8, Mr. Murphy accuses PNC of breaching the interconnection agreement
2 by failing to provide SWBT with originating traffic records for SWBT to use for
3 reciprocal compensation billing purposes. How do you respond?

4 **A.** PNC facility-based end users are not originating any local traffic that terminates to
5 SWBT end users, so there are no records to provide. Accordingly, PNC does not owe
6 SWBT any reciprocal compensation.

7
8 **Q.** Mr. Murphy complains that PNC did not send supporting documents with its
9 reciprocal compensation invoices. How do you respond?

10 **A.** The interconnection agreement allows SWBT to conduct a verification review after
11 payment. SWBT has not made the required payments and has never requested such a
12 review.

13
14 **Q.** Mr. Murphy disputes the amounts you show to be due and owing in Schedule 1 to
15 your direct testimony. After reviewing his rebuttal testimony, do you reaffirm the
16 accuracy of your Schedule 1?

17 **A.** Yes, I do. Again, I have attached hereto an updated schedule.

18
19 **Q.** Has SWBT fulfilled its payment obligations under the interconnection agreements?

20 **A.** No. SWBT has unilaterally decided not to pay our invoices in full. Under the agreement,
21 SWBT is not entitled to withhold payments. The agreement requires SWBT to pay our
22 invoices within 30 days of receipt, and allows verification reviews after such payment.

1 These requirements are contained in the same contract sections that Mr. Murphy
2 discusses at page 2 and footnote 1.

3
4 **Q. Mr. Murphy claims that it is improper for CLECs to charge SWBT interest on the**
5 **amounts of reciprocal compensation that are overdue. Do you agree?**

6 **A. No, it is my understanding that we are entitled to the time value of the monies owed to us.**

7
8 **Q. Does this conclude your surrebuttal testimony?**

9 **A. Yes.**

**Primary Network Communications
Reciprocal Compensation Transaction History
Southwestern Bell of Missouri**

<u>Invoice Date</u>	<u>Usage Period</u>	<u>Usage - Minutes</u>	<u>Usage Charge</u>	<u>Adjustments</u>	<u>Finance Charge</u>	<u>Total Invoice</u>	<u>Payments</u>	<u>Balance</u>	<u>Comments</u>
9/1/99	Jul-99	29,130	\$ 209.75	\$ -	\$ -	\$ 209.75		\$ 209.75	
10/1/99	Aug-99	490,771	\$ 3,465.09	\$ -	\$ -	\$ 3,465.09		\$ 3,674.84	
10/31/99	Sep-99	11,059,401	\$ 78,627.62	\$ -	\$ -	\$ 78,627.62		\$ 82,302.46	
11/23/99	Oct-99	35,800,843	\$ 254,282.40	\$ -	\$ -	\$ 254,282.40		\$ 336,584.86	
12/20/99	Nov-99	37,874,862	\$ 270,803.60	\$ -	\$ -	\$ 270,803.60		\$ 607,388.46	
1/10/00			\$ -			\$ -	\$ 1,694.35	\$ 605,694.11	July, August, Sept
2/7/00			\$ -			\$ -	\$ 6,784.15	\$ 598,909.96	Oct, Nov
1/28/00	Dec-99	53,500,875	\$ 380,529.47	\$ -	\$ -	\$ 380,529.47		\$ 979,439.43	
2/17/00	Jan-00	55,865,536	\$ 397,316.61	\$ -	\$ -	\$ 397,316.61		\$ 1,376,756.04	
2/28/00							\$ 18,636.50	\$ 1,358,119.54	December
3/9/00	Feb-00	59,282,691	\$ 370,180.64	\$ -	\$ -	\$ 370,180.64		\$ 1,728,300.18	
3/21/00						\$ -	\$ 21,845.43	\$ 1,706,454.75	January
4/6/00	Mar-00	68,696,171	\$ 489,243.66	\$ -	\$ -	\$ 489,243.66		\$ 2,195,698.41	
4/17/00						\$ -	\$ 61,689.95	\$ 2,134,008.46	February
5/8/00						\$ -	\$ 103,785.70	\$ 2,030,222.76	March
5/15/00	Apr-00	65,242,207	\$ 436,479.10	\$ -	\$ -	\$ 436,479.10	\$ -	\$ 2,466,701.86	April STL
5/15/00	Apr-00	23,694,855	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,466,701.86	April KC
6/12/00	May-00	77,782,479	\$ 554,248.28	\$ -	\$ -	\$ 554,248.28	\$ -	\$ 3,020,950.14	May STL
6/12/00	May-00	32,349,284	\$ 231,478.06	\$ -	\$ -	\$ 231,478.06	\$ -	\$ 3,252,428.20	May KC

Sentt updated
Schedule 1