

Exhibit No.:  
Issue: Telephone Specific  
Witness: Jerry Gilmore  
Type of Exhibit: Rebuttal Testimony  
Sponsoring Party: Southwestern Bell  
Telephone Company  
d/b/a AT&T Missouri  
Case No.: TC-2007-0085  
Date Testimony Prepared: July 23, 2007

SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a  
AT&T MISSOURI

CASE NO. TC-2007-0085

REBUTTAL TESTIMONY

OF

JERRY GILMORE

Dallas, Texas

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Big River Telephone Company, LLC, )  
)  
Complainant, )  
)  
v. ) Case No. TC-2007-0085  
)  
Southwestern Bell Telephone , L.P. )  
d/b/a AT&T Missouri, )  
)  
Respondent. )

AFFIDAVIT OF JERRY W. GILMORE

STATE OF TEXAS )  
) SS  
COUNTY OF DALLAS )

I, Jerry W. Gilmore, of lawful age, being duly sworn, depose and state:

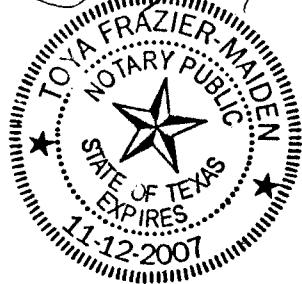
1. My name is Jerry W. Gilmore. I am presently a Strategic Sales Manager in Wholesale for AT&T Operations, Inc.
2. Attached hereto and made a part hereof for all purposes is my rebutal testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Jerry W. Gilmore

Subscribed and sworn to before this 20th day of July, 2007

*Toya Frazier-Maiden*  
Notary Public

My Commission Expires: 11-12-2007



**REBUTTAL TESTIMONY OF JERRY GILMORE**

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1                                    **REBUTTAL TESTIMONY OF JERRY GILMORE**

2                                    **ON BEHALF OF AT&T MISSOURI**

3  
4    **I.    INTRODUCTION AND PURPOSE OF TESTIMONY**

5  
6    **Q.    PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

7    A.    My name is Jerry Gilmore. My business address 311 S. Akard, Dallas, Texas.

8    **Q.    BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?**

9    A.    I am employed by AT&T Operations, Inc. as a Sales Director in its Wholesale  
10        department.

11   **Q.    WHAT ARE YOUR CURRENT JOB RESPONSIBILITIES?**

12   A.    On behalf of the AT&T incumbent local exchange carriers (“ILECs”), including AT&T  
13        Missouri,<sup>1</sup> I manage a sales team responsible for sales and account management activities  
14        with the AT&T ILECs’ wholesale customers.

15   **Q.    PLEASE DESCRIBE YOUR PREVIOUS WORK EXPERIENCE.**

16   A.    Prior to my current position, from 1998 through 2006, I managed an account team with  
17        primary responsibility for managing the AT&T ILECs’ wholesale business relationship  
18        with competitive local exchange carriers (“CLECs”). In this capacity, I was responsible  
19        for managing the AT&T ILECs’ business relationship with Big River Telephone  
20        Company, LLC (“Big River”) at the time of the events referenced in Big River’s August,

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<sup>1</sup> Among the ILEC affiliates of AT&T Inc. (“AT&T”) is Southwestern Bell Telephone Company (f/k/a Southwestern Bell Telephone, L.P.), which does business in Missouri as “AT&T Missouri.”

1 2006, complaint filed with the Commission. In addition, the Account Manager for Big  
2 River, Debbie Josephson, reported to me during this time.

3 **Q. HAVE YOU PREVIOUSLY TESTIFIED IN CONNECTION WITH**  
4 **REGULATORY MATTERS?**

5 A. Yes. I have testified in proceedings before various state commissions and in federal  
6 court. I have not previously testified before this Commission.

7 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

8 A. My Rebuttal Testimony responds to the Direct Testimonies filed, on June 21, 2007, by  
9 Messrs. Gerard Howe and John Jennings regarding my dealings with Big River during  
10 conference call meetings held on June 15 and 23, 2006.

11

12 **II. DISCUSSION**

13

14 **Q. MR. HOWE AND MR. JENNINGS CONVEY THEIR RECOLLECTION OF THE**  
15 **INFORMAL DISPUTE RESOLUTION DISCUSSIONS HELD ON JUNE 15 AND**  
16 **23, 2006 (HOWE DIRECT, PP. 16-17; JENNINGS DIRECT, PP. 2-3). PLEASE**  
17 **RESPOND TO THAT TESTIMONY.**

18 A. The Direct Testimonies of Messrs. Howe and Jennings are only partly accurate, and they  
19 are not at all complete. As an initial matter, Mr. Howe did not participate in either of  
20 these discussions. I notice that Mr. Howe's Direct Testimony does not specifically state  
21 that he participated in either of these discussions; rather, he references only unnamed  
22 "designated representatives of the parties" who met "by teleconference" on June 15 and

1 June 23. In any case, my recollection is that Mr. Jennings, Debbie Josephson, and myself  
2 were the only persons that participated in the June 15 and June 23 conference calls.

3 In addition, Mr. Howe's suggestion that I "was not prepared for the discussion" on June  
4 15, 2006, is unfair and misleading (even apart from the fact that he has no first-hand  
5 knowledge of what occurred at the meeting). Mr. Jennings' recollection that I "was not  
6 up to date on the dispute" is incomplete. While such comments have no bearing on the  
7 ultimate outcome of this case, the fact is that I explained, at the beginning of the June 15  
8 conference call with Mr. Jennings, that I had done some preliminary homework but that I  
9 was more interested in him laying out his dispute, so that I could properly represent his  
10 position in seeking resolution. I recall intentionally avoiding taking a position on behalf  
11 of the AT&T ILECs at that time primarily because, as I explained to Mr. Jennings, this  
12 was our first discussion, and I wanted to conduct further checking and investigation  
13 before providing feedback to him. In the meeting, Mr. Jennings stated that it was Big  
14 River's expectation that the LWC agreement only applied to new orders and that Big  
15 River's embedded base of UNE-P lines should be converted, via a billing change, to a  
16 combination of 251 UNE Loops and 271 Switching.<sup>2</sup>

17 In our conference call held the following week (on June 23, 2006), I discussed  
18 generally the suit filed by AT&T Missouri in August, 2005, in St. Louis federal district  
19 court regarding the Commission's "successor M2A" Order (and related orders) issued  
20 a month earlier. As Ms. Fuentes-Niziolek testifies in more detail, AT&T Missouri had  
21 moved for a preliminary injunction. As I understand it, the Commission and the

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<sup>2</sup> In my Rebuttal Testimony, I use the term "LWC agreement" to refer to the parties' Commercial Agreement (including its Attachment Local Wholesale Complete, and various appendices) which Mr. Howe executed on Big River's behalf on February 10, 2006 and which the AT&T ILECs executed on February 15, 2006.

1 CLECs stipulated to the entry of a Preliminary Injunction Order that was entered by  
2 the federal court on September 1, 2005, a copy of which is attached as Schedule H-7 to  
3 Mr. Howe's Direct Testimony.<sup>3</sup> I told Mr. Jennings that the Preliminary Injunction  
4 Order was in effect at the time, that it was relevant to Big River's dispute, and that it  
5 prohibited the combining of 271 Switching with 251 Loops, as requested by Big River.  
6 Further, I advised Mr. Jennings that I would follow up in writing, which I did via letter  
7 June 28, 2006. See, Jennings Direct, Schedule J-3.

8 **Q. MR. HOWE AND MR. JENNINGS CLAIM THAT ON JUNE 23, 2006, YOU SAID**  
9 **THAT "AT&T HAD 'NO OTHER OPTION BUT TO MOVE THE UNE-P**  
10 **CUSTOMERS TO LWC.'" (HOWE DIRECT, P. 17; JENNINGS DIRECT, PP. 2-**  
11 **3). HOW DO YOU RESPOND?**

12 A. As I noted earlier, Mr. Howe did not participate in the discussion. In any case, the  
13 statement attributed to me is incomplete and not presented in the proper context. The  
14 June 23, 2006, conference call was very brief as I told Mr. Jennings that I would provide  
15 a follow up letter with more formal feedback (as I did; see, Schedule 1). However, I  
16 specifically told Mr. Jennings that combining 271 Switching and 251 Loops was not an  
17 option due to the Preliminary Injunction Order. I also confirmed that the LWC  
18 agreement was in effect and would apply to eligible services (i.e., services covered by the  
19 agreement), per its express terms. The details of the LWC negotiations between the  
20 AT&T ILECs and Big River are provided by the Direct Testimony of Howard White.  
21 During the conference call, Mr. Jennings did not suggest he was interested in exploring

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<sup>3</sup> Southwestern Bell Telephone, L.P. d/b/a SBC Missouri v. Missouri Public Service Commission, Case No. 4:05-cv-01264-CAS (E.D. Mo.), Preliminary Injunction Order, September 1, 2005.

1 other options with our AT&T ILECs, such as purchasing retail tariffed services via  
2 Resale, so that option was not discussed. Nor did Mr. Jennings ask me about options to  
3 move services to Big River's own switching platform (or that of other CLECs who might  
4 have been willing and able to provide Big River switching services). In summary, I made  
5 a "no option" comment only in the context of Big River's specific request to combine  
6 271 Switching with 251 Loops. Moreover, based on my knowledge of the roles of Mr.  
7 Jennings and Mr. Howe, I believe them to be sophisticated businessmen, and I regard  
8 them as particularly knowledgeable about the telecommunications-related options that  
9 were available to them. They knew well that my comment was limited to what I have  
10 testified to today, and they also knew that they had options available to them via the  
11 AT&T ILECs and/or other providers of switching services (i.e., third parties unaffiliated  
12 with the AT&T ILECs).

13  
14 **III. CONCLUSION**

15  
16 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

17 **A** Yes.