

Exhibit No.:
Issue: Telephone Specific
Witness: Debbie Josephson
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

DEBBIE JOSEPHSON

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 DEBBIE JOSEPHSON

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

I, Debbie Josephson, of lawful age, being duly sworn, depose and state:

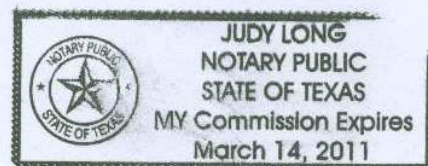
1. My name is Debbie Josephson. I am presently an Account manager in Wholesale for Southwestern Bell Telephone Company
2. Attached hereto and made a part hereof for all purposes is my rebuttal testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Debbie Josephson
Debbie Josephson

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

Judy Long
Notary Public

My Commission Expires: 3-14-11



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REBUTTAL TESTIMONY OF DEBBIE JOSEPHSON

ON BEHALF OF AT&T MISSOURI

I. INTRODUCTION AND PURPOSE OF TESTIMONY

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Debbie Josephson. My business address 311 S. Akard, Room 720.03, Dallas, Texas, 75202.

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

A. I am employed by Southwestern Bell Telephone Company as an Account Manager in the company's Wholesale department.

Q. WHAT ARE YOUR CURRENT JOB RESPONSIBILITIES?

A. On behalf of the AT&T incumbent local exchange carriers ("ILECs"), including AT&T Missouri,¹ I and my work group are primarily responsible for account management and sales activities for the AT&T ILECs' wholesale operations.

Q. PLEASE DESCRIBE YOUR PREVIOUS WORK EXPERIENCE.

A. Prior to my current position, from 2001 to 2006, I had account management responsibilities for the AT&T ILECs' wholesale relationships with competitive local exchange carriers ("CLECs"), including Big River Telephone Company, LLC ("Big River") at the time of the events referenced in Big River's August, 2006, complaint filed with the Commission.

¹ Southwestern Bell Telephone Company (f/k/a Southwestern Bell Telephone, L.P.), d/b/a AT&T Missouri ("AT&T Missouri").

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1 **Q. HAVE YOU PREVIOUSLY TESTIFIED IN REGULATORY PROCEEDINGS?**

2 A. No.

3 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

4 A. My Rebuttal Testimony responds to the Direct Testimonies filed, on June 21, 2007, by
5 Messrs. Gerard Howe, John Jennings and Andrew Schwantner regarding my dealings
6 with Big River.

7

8 **II. DISCUSSION**

9

10 **Q. MR. HOWE AND MR. JENNINGS CLAIM THAT YOU AND HOWARD WHITE**
11 **MADE CERTAIN ASSURANCES TO THEM, TO THE EFFECT THAT BIG**
12 **RIVER'S EXISTING UNE-P LINES WOULD NOT BE BILLED BY AT&T**
13 **MISSOURI AT LOCAL WHOLESALE COMPLETE ("LWC") RATES. (HOWE**
14 **DIRECT, P. 13; JENNINGS DIRECT, P. 3). DID YOU MAKE THESE**
15 **ASSURANCES?**

16 A. No, I did not. Mr. Howe claims that I and Mr. White assured him that Big River "would
17 receive 251 local loops and 271 local switching under its Interconnection Agreement
18 starting on or before March 11, 2006 [the end of the transition period established by the
19 FCC's *TRRO*]" and that the LWC was intended "only to cover new customers." Howe
20 Direct, p. 13. He further claims that we assured him that if there were any impact on Big
21 River's existing base of customers, "it would only be an unintentional billing error during
22 LWC implementation that would be immediately corrected." Howe Direct, p. 13. No

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1 such assurances were made by me. While Mr. Howe inquired about these subjects, I
2 specifically told him that I would first need to check into the terms of Big River's
3 interconnection agreement ("ICA").

4 As I recall it, Big River then signed the LWC agreement² (on February 10, 2006) I do
5 specifically recall the discussions on or about February 6, 2006, among Mr. Howe,
6 Howard White and myself while negotiating the LWC. During these discussions,
7 Howard White and I told Mr. Howe that, based on the terms and conditions of the LWC
8 agreement, all of Big River's UNE-P lines using basic analog switching would be billed
9 LWC rates. In addition, after I later learned that a Preliminary Injunction Order had
10 been agreed to in September, 2005, we sent on March 10, 2006, the letter Mr. Howe
11 attaches to his testimony as Schedule H-12 which refers to Big River's ICA and the
12 order.

13 Mr. Jennings claims that he communicated to Howard White and me that Big River "had
14 been concerned that by executing an LWC agreement with AT&T, that AT&T would try
15 to move all our customers to LWC and that we did not want UNE-P customers under
16 Section 271 to get billed as LWC." Jennings Direct, p. 3. I do not recall Mr. Jennings'
17 having mentioned such concerns to me, and I made none of the assurances about which
18 he testifies.

19 **Q. MR. HOWE STATES THAT ON FEBRUARY 8, 2006, "BIG RIVER SUBMITTED**
20 **A BONA FIDE REQUEST TO ORDER SECTION 251 LOOPS WITH SECTION**
21 **271 SWITCHING" AND THAT WHEN BIG RIVER SOUGHT EXPLANATION**

² I use this term to refer to the Commercial Agreement (including its attached Local Wholesale Complete agreement, and various appendices).

1 **AS TO WHY AT&T “REFUSED TO PROCESS” THE REQUEST, BIG RIVER**
2 **“WAS CONTINUALLY PUT OFF, EVEN AS LATE AS MARCH 7, 2006.”**
3 **(HOWE DIRECT, P. 14). HOW DO YOU RESPOND?**

4 A. His memory as to what actually happened is wrong. First, the BFR was submitted on
5 February 8, 2006, and I responded to it on February 10, 2006 (see Schwantner Direct,
6 Schedule S-5). Second, Mr. Howe cites only one item -- an e-mail I sent Mr.
7 Schwantner on March 7, 2006 -- in support of his claim. (See, Howe Direct, p. 14, citing,
8 Schwantner Schedule S-6). But there is nothing about my e-mail that suggests we
9 “refused” to process the BFR or that we “put off” Big River. It merely indicates that
10 AT&T is having “another internal call . . . to draft a letter to Big River” and that
11 “[h]opefully we will have your answer this week.” In that e-mail, I clearly advised Big
12 River to expect a written response. That written response was sent to Messrs. Howe,
13 Jennings, and Schwantner by Susan Kemp, at my direction, on March 10, 2006, and a
14 copy of it is attached to Mr. Howe’s Direct Testimony, in Schedule H-12.

15 Regardless of Mr. Howe’s views, I had been aggressively pursuing information internally
16 and had continually advised Big River of status through frequent phone calls to Mr.
17 Schwantner before the e-mail I sent to Mr. Schwantner. And, on March 10, 2006, three
18 days after my e-mail to Mr. Schwantner, Big River was provided a written response.

19 **Q. MR. HOWE COMPLAINS THAT AT&T’S MARCH 10, 2006, LETTER MADE**
20 **NO SENSE, WAS VAGUE AND AMBIGUOUS, AND THAT IT FAILED TO**
21 **EXPLAIN THE OPTIONS AVAILABLE TO BIG RIVER. (HOWE DIRECT, P.**

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1 **15). DID MR. HOWE EVER MAKE THESE KINDS OF COMPLAINTS TO YOU**
2 **OR, TO YOUR KNOWLEDGE, ANYONE ELSE AT AT&T?**

3 A. No, he did not. And, though the March 10 letter indicated a willingness to discuss the
4 options available to Big River, neither Mr. Howe, nor Mr. Jennings or Mr. Schwantner
5 ever contacted me (or anyone else so far as I know) to have that discussion.

6 **Q. DID MR. HOWE EVER SUGGEST TO YOU THAT THE LETTER CAUSED**
7 **HIM TO BE “PANIC-STRICKEN?”**

8 A. No. And I cannot find anything in the letter that might reasonably have caused him to
9 write, as he did on March 10, that “I certainly hope you don’t mean options that we have
10 to act upon today to continue to serve our customers on Sunday.” See, Howe Direct, p.
11 15, citing Schwantner Direct, Schedule H-13. In any event, the very same day (ten
12 minutes later), Susan Kemp provided Mr. Howe express, written assurance that “a
13 decision is not required today and that the Big River customers/circuits will certainly
14 continue to be served.” See, Schwantner Direct, Schedule H-13. More than a year has
15 passed since that e-mail was sent and no disconnection or disruption to Big River’s
16 customers has occurred.

17 **Q. MR. HOWE STATES THAT BETWEEN JUNE 15 AND JUNE 23, 2006, “AT&T**
18 **MADE MULTIPLE ATTEMPTS TO BYPASS THE DISPUTE RESOLUTION**
19 **PROCESS AND, IN OUR VIEW, TRIED TO TRICK BIG RIVER PERSONNEL**
20 **INTO AGREEING TO CHANGE EXISTING BILLING ARRANGEMENTS**
21 **FROM THE INTERCONNECTION AGREEMENT TO THE LWC.” (HOWE**
22 **DIRECT, P. 17). PLEASE RESPOND.**

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1 A. Mr. Howe's view is entirely mistaken. First, he apparently has no personal knowledge
2 supporting such a claim, as his own testimony refers only to the assertions of other
3 witnesses. Additionally, Big River (John Jennings) initiated/requested a dispute
4 resolution, and I responded (two) 2 days later to have Mr. Jennings select the first
5 meeting date/time. AT&T held at least two dispute resolution meetings with Big River
6 which identified Big River's concerns. Based on Big River's concerns, and after the facts
7 were thoroughly investigated, Jerry Gilmore and I conveyed our findings, including the
8 basis for its decision, and followed it up, in an email, with a letter to Mr. Jennings dated
9 June 28, 2006. In any event, as is explained in the testimony of Howard White and
10 Debbie Fuentes-Niziolek, on February 10, 2006, Mr. Howe signed an LWC on Big
11 River's behalf, and Big River should be held to that agreement. He knew, because
12 Howard White and I had told him, that the LWC agreement applied to Big River's entire
13 existing base of customers. The LWC required specific conversion steps to be
14 undertaken, which AT&T Missouri was pursuing per the terms of that agreement.

15 **Q. MR. SCHWANTNER SUGGESTS THAT PRIOR TO AN EXCHANGE OF E-**
16 **MAILS IN NOVEMBER, 2005, YOU THREATENED TO FILE A COMPLAINT**
17 **WITH THE COMMISSION AND THAT BIG RIVER'S CUSTOMERS WOULD**
18 **BE AT THE RISK OF LOSING SERVICE UNLESS BIG RIVER SUBMITTED A**
19 **TRANSITION PLAN VERY SOON. (SCHANTNER DIRECT, P. 2). HOW DO**
20 **YOU RESPOND?**

21 A. This is another example of Big River's trying to divert attention from the important
22 issues. The fact is that, as of the November, 2005, timeframe referred to by Mr.

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1 Schwantner, almost nine months had passed since the FCC's *TRRO* (released in
2 February, 2005) placed a nationwide bar on the unbundling of local switching and
3 established a twelve-month transition period ending in March, 2006. I was only trying to
4 prompt Big River to do something earlier than later, so that we could make sure
5 everything would proceed smoothly. However, after many months of the FCC's
6 transition period had passed, I told Mr. Schwantner that it was getting to the critical stage
7 to deliver a transition plan because Big River had so many lines to care for and
8 increasingly less time in which to complete the required work.

9 **Q. MR. HOWE CLAIMS THAT IN HIS FEBRUARY 13, 2006, LETTER TO AT&T'S**
10 **"CONTRACT PROCESSING" IN DALLAS, IN WHICH HE PROVIDED THE**
11 **EXECUTED PAGES OF THE LWC, HE MADE CERTAIN STATEMENTS TO**
12 **THE EFFECT THAT THE LWC WAS INTENDED TO COVER JUST A "FEW**
13 **NEW CUSTOMERS." (HOWE DIRECT, P. 12 & SCHEDULE H-11). WHAT IS**
14 **THE FUNCTION OF "CONTRACT PROCESSING," AND WOULD THAT**
15 **DEPARTMENT'S RESPONSIBILITIES INCLUDE IMPLEMENTING A**
16 **CONTRACT?**

17 A. "Contract Processing" refers to a clerical team that simply receives signed documents from
18 CLEC customers, prepares them for AT&T signature, and processes them afterward.
19 When the contract has been signed by all parties, the group returns one fully executed
20 original to the CLEC and it retains one fully executed original for AT&T's own records.
21 Contract Processing's responsibilities do not include renegotiating, modifying or otherwise
22 changing any aspect of a contract, nor do they include implementation of a contract. I also

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1 find it curious that although Mr. Howe’s letter states he is “working with AT&T personnel,
2 specifically Debbie Josephson,” the letter was not copied to anyone at AT&T, including
3 me. The next day, Mr. Howe sent me a copy of the letter within an e-mail regarding an
4 unrelated subject. See, Howe Direct, Schedule H-12. .

5

6 **III. CONCLUSION**

7

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

9

10 **A** Yes.