

Exhibit No:
Issues:
Witness: Chris Read
Type of Exhibit: Direct Testimony
Sponsoring Party: Southwestern Bell
Telephone, L.P., d/b/a/
SBC Missouri
Case No: TO-2005-0336

SOUTHWESTERN BELL TELEPHONE, L.P.,
d/b/a SBC MISSOURI

CASE NO. TO-2005-0336

DIRECT TESTIMONY

OF

CHRIS READ

Dallas, Texas
May 9, 2005

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

In the Matter of Southwestern Bell Telephone, L.P.,
d/b/a SBC Missouri's Petition for Compulsory
Arbitration of Unresolved Issues for a Successor
Agreement to the Missouri 271 Agreement ("M2A")

)
) Case No. TO-2005-0336

AFFIDAVIT OF CHRIS READ

STATE OF TEXAS)

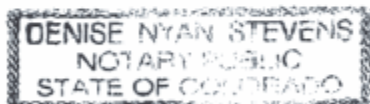
COUNTY OF DALLAS)

I, Chris Read, of lawful age, being duly sworn, depose and state:

- 1 My name is Chris Read. I am presently Senior Business Manager for SBC Services, Inc.
2. Attached hereto and made a part hereof for all purposes is my Direct 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.


Chris Read

Subscribed and sworn to before me this **5** day of May, 2005.



MY COMMISSION EXPIRES 06/30/2008


Notary Public

My Commission Expires:

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1 **I. INTRODUCTION**

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

3 A. My name is Chris Read. I am employed by SBC Services, Inc., and my current position
4 is SR Business Manager, within the Information Technology organization. My address is
5 211 S. Akard St., Dallas, Texas 75202.

6 **II. EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE**

7 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL**
8 **BACKGROUND AS WELL AS CURRENT JOB RESPONSIBILITIES.**

9 A. I received my Bachelor of Business Administration in Personnel Management from East
10 Texas State University in 1981. I began employment with SBC in 1981 in Information
11 Services. My responsibilities included data center operations cycle processing for
12 Payroll, Toll, Customer Records Information System (“CRIS”), Customer Access Billing
13 System (“CABS”), and the related online systems. I spent three years in systems
14 development at Corporate Headquarters. I then worked for four years in Mid-Range
15 Computer operations with duties including toll data collection. Since 1997, I have been a
16 part of the IT Billing Project Management support team. My responsibilities include
17 support for all of SBC Missouri with respect to Industry Markets Product and Account
18 Management, primarily in the area of Daily Usage File (“DUF”).

19 **Q. HAVE YOU PREVIOUSLY TESTIFIED IN ANY REGULATORY**
20 **PROCEEDINGS?**

21 A. Yes, I have testified before the Illinois Commerce Commission in conjunction with
22 interconnection arbitrations with MCI and AT&T as well as the Public Utility
23 Commission of Texas (“Texas PUC”) in Docket No. 28209 and Docket No. 28821. I
24 have testified in interconnection arbitrations with Level 3 in Illinois, Wisconsin, Kansas,
25 California, and Arkansas, in addition to filing written testimony for Level 3 arbitration

1 hearings in Connecticut, Michigan, and Indiana. I have also testified in interconnection
2 arbitrations with multiple CLECs in Kansas (K2A), Oklahoma (O2A), and Texas (T2A).

3 **III. EXECUTIVE SUMMARY**

4
5 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

6 A. In my testimony, I explain that a Daily Usage File (DUF), which incorporates daily
7 call detail records and allows Resale CLECs and UNE-P CLECs to bill end
8 users for usage, serves a different purpose than a CABS bill and is not appropriate
9 for validation of monthly CABS bills. AT&T's proposal for SBC Missouri to match
10 the DUF and CABS bills presents substantial logistical, technical and operational
11 problems, without corresponding benefit. AT&T already receives OBF-sanctioned
12 records which provide AT&T with adequate information for billing validation. Changes
13 to CABS and other billing processes should go to the OBF in the first instance.

14 I also explain why recording services must be performed on a reciprocal basis.
15 Whichever carrier is the "official recording company," that company should record
16 pursuant to the Recording Appendix and the industry developed standard, Multiple
17 Exchange Carrier Access Billing.

18 With respect to Access Usage Records ("AURs"), the CLECs and ILECs share a
19 common need for each other's usage data to accurately bill the IXC for their relative
20 portion of the jointly provided service. I explain why the Recording Appendix reflect
21 current industry standards and guidelines.

22
23 Finally, I explain that SBC Missouri's mechanized call detail records can only
24 provide an Operating Carrier Number ("OCN") or Carrier Identification Code (CIC) for
25 non-SBC generated calls when that information is provided by the originating carrier.

1 AT&T and MCI's proposal to make SBC Missouri financially responsible for other
2 carriers' call that do not contain the OCN and CIC is contrary to industry standards and
3 places an inappropriate burden on transit carriers like SBC Missouri
4

5 **IV. DISCUSSION OF THE ISSUES**

6 **AT&T Comprehensive Billing Issue 2**

7 **[Attachment 28: Section(s) 3.3.1]**

8 **Issue Statement:** *Should SBC Missouri be required to provide process mapping of*
9 *DUF call detail information to bill structure?*
10

11 **Q. WHAT IS THE PARTIES' DISPUTE ON THIS ISSUE?**

12 A. The Daily Usage File ("DUF") is a file generated by SBC Missouri which contains daily
13 call detail records. Apparently, AT&T demands the right to use the DUF purportedly to
14 allow AT&T to validate monthly Carrier Access Billing System ("CABS") billings for
15 access charges. AT&T's proposal is not feasible because information in the DUF does
16 not, and was never intended to, readily correlate to the format or information contained in
17 the CABS bills distributed on a monthly basis. Adopting AT&T's proposal would create
18 a multitude of logistical, technical, operational, and feasibility problems, without any
19 corresponding benefits to the parties. As discussed below, AT&T can verify the CABS
20 bills with other information that is currently available.

21 **Q. CAN YOU PLEASE DESCRIBE THE DUF IN MORE DETAIL?**

22 A. The DUF is a file of call detail records that is created in industry standard Electronic
23 Message Interface ("EMI") format. The DUF was first created for Resale CLECs, and
24 later UNE-P CLECs, as a vehicle for them to obtain usage data necessary to bill their end
25 users.

1 **Q. CAN THE DUF BE USED TO VALIDATE CABS BILLS?**

2 A. No. As noted above, DUF was not created for CABS validation. By definition, DUF is a
3 daily delivery of call detail records and is sent as quickly as possible in order to not delay
4 CLEC end-user billing. CABS bills, on the other hand, are issued monthly and provide a
5 summary of access charges for the applicable period. Not only do they serve different
6 purposes and are prepared in different manners, the differing formats of the two records
7 would present substantial problems and opportunity for guesswork and speculation as to
8 what call detail records actually made it to that month's CABS bill. For these reasons,
9 calls made just before a CABS bill cycle may or may not make it on that CABS bill, and,
10 instead will be included in the next CABS bill cycle (e.g. a call record created on Feb. 18
11 may make it on the Feb. 20 or March 20 CABS cycle). As a result, comparing the DUF
12 records to the CABS bills will not match or verify the CABS bills. Other bill impacting
13 factors include usage errors causing a month delay in making it to a bill. In other words,
14 it is not operationally feasible or practical to use the DUF to validate CABS bills.

15 **Q. HAS SBC MISSOURI DONE ANYTHING TO ASSIST AT&T AND OTHER**
16 **CLECS IN VALIDATING THE CABS BILL?**

17 A. Yes, SBC Missouri has made available on CLEC Online, an internet based and accessible
18 repository of information made available by SBC for the CLEC community, a DUF
19 User's guide that provides information on what records can be expected in the DUF file,
20 as well as information regarding locally-negotiated elements necessary to meet State
21 commission requirements. Further, call-flows (graphic depiction of end-to-end telephone
22 calls) are also available on CLEC Online. These call-flows already identify the type of
23 records that will be in the DUF for that call scenario, and the rate elements that will be
24 billed in CABS for that call scenario. Additionally, SBC Missouri already notifies all
25 CLECs when changing the DUF or when making changes to billing rate elements for

1 products. SBC Missouri's steps in that regard provide the CLECs with adequate
2 information and means to validate their CABS billings. No additional requirements or
3 information are necessary, and certainly not as suggested under the unworkable AT&T
4 proposal. The SBC Missouri provided Call Flows and DUF user guide documentation
5 present all the information that AT&T needs in order to perform a "reasonable"
6 validation of the CABS billings.

7 **Q. HOW ELSE COULD AT&T GET THIS ISSUE ADDRESSED?**

8 A. As an initial matter, information that SBC Missouri currently provides satisfies this
9 request from AT&T. This information is developed and provided pursuant to industry
10 standards. If there is truly concern that additional information for validation of the
11 industry standard CABS bill is needed, AT&T should pursue a validation tool with the
12 industry through the national Ordering and Billing Forum ("OBF"), and not through
13 locally negotiated agreements. OBF, whose members include AT&T and SBC Missouri,
14 has addressed hundreds of issues related to changes in the industry EMI format regarding
15 end user or intercompany billing information. Consequently, if AT&T truly requires a
16 way to correlate the DUF with CABS bills for validation purposes, it needs to raise this
17 issue with OBF. The issue can then be addressed on a national level and an industry-
18 wide standard solution (and not an AT&T specific solution) can be developed. Allowing
19 the creation of new systems or processes for CABS validation on a unilateral, ad hoc
20 basis would undermine the very purpose of establishing an industry-wide forum (*i.e.*,
21 OBF) to address such issues and consider the input of all carriers. The AT&T proposed
22 language also raises critical operational concerns, potentially requiring SBC Missouri to
23 manage the CABS bill validation process in countless different ways and develop new
24 processes – at great expense – for doing so. Any local ICA obligation would require

1 substantial changes to existing processes, which are used by all CLECs. If these new
2 processes are created, it should be by agreement of the Industry at the national level so
3 that all parties, many operating nationwide, may provide input into the resultant changes,
4 and so SBC Missouri is not required to generate differing information, data or reports in
5 differing formats for each CLEC.

6 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

7 A. The Commission should reject AT&T's unreasonable language. Any issues in that
8 regard, in accordance with past practices, should be submitted to and determined by the
9 industry through the OBF, of which both SBC Missouri and AT&T are participants. If
10 the Commission finds that a validation tool is needed, it should direct AT&T and SBC
11 Missouri to work cooperatively within the industry to resolve any bill validation process
12 issues that remain.

13 **CLEC Coalition Recording Issue 1**

14 **[Attachment 24: All Section(s)]**

15 **Issue Statement:** *Must recording services be provided on a reciprocal basis?*
16

17 **Q. WHAT IS THE DISPUTE IN THIS ISSUE?**

18 A. Quite simply, SBC Missouri submits that language in Attachment 24 should be clear that
19 the recording company responsibilities of SBC Missouri and switch-based LEC's are
20 reciprocal.

21 **Q. WHY IS ATTACHMENT 24 IMPORTANT IN THIS REGARD?**

22 A. Without Attachment 24, SBC Missouri and switch-based LECs will not have reciprocal
23 requirements to ensure that each party receives the appropriate data for billing its services
24 provided to IXC's and end users. Attachment 24 identifies the industry accepted
25 requirements for recording and transmitting data for billing switched access services to
26 IXC's, and alternately billed calls (e.g. collect calls) to end users. SBC Missouri and

switch-based LECs should exchange switch usage recordings on a reciprocal basis without charging each other for the data transmission, as SBC Missouri has proposed.

Q. WHEN IS THIS EXCHANGE OF INFORMATION NECESSARY?

A. IXC switched access traffic that transverses both CLEC and ILEC switches is subject to a Meet Point Billing arrangement. In that context, both the CLEC and ILEC share a common need to have each other's usage data to accurately bill the IXC for their portion of the jointly provided switched access.

Q. IS SBC MISSOURI SEEKING TO CHANGE CURRENT PRACTICES USED IN MISSOURI FOR MEET POINT BILLING ?

A. No. SBC Missouri is simply requesting that contract language reflect the record exchange process that is currently being used in Missouri. This process is dependent on the reciprocal responsibility of recording companies. SBC Missouri is committed to the creation of accurate records for our own billing and also for use by ILECs and CLECs, when SBC Missouri is deemed the official recording company. When other ILECs or CLECs are deemed the official recording company their obligations should match the expectation of SBC Missouri.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should accept SBC Missouri's proposed language in Attachment 24: Recording in the ICA, recognizing that the information contained in Attachment 24 is necessary for a fair and reciprocal exchange of billing data.

CLEC Coalition Recording Issues 2 and 4

[Attachment 24: Section(s) 2.12,4.2,4.3,4.4 and 4.5]

Issue Statement 2: *Must recording services be provided on a reciprocal basis?*

SBC Issue Statement 2 and 4: *Should the Recording Appendix apply when the CLEC is performing the recording function?*

1
2 **Q. SHOULD THE RECORDING APPENDIX APPLY WHEN THE CLEC IS**
3 **PERFORMING THE RECORDING FUNCTION?**

4 A. Absolutely. According to the industry developed and accepted Multiple Exchange
5 Carrier Access Billing (“MECAB”) standard document, the facility-based CLEC (as the
6 end office company for originating 1+ traffic) is the official recording company. When
7 the facilities-based CLEC is performing the recording function, it should be held to the
8 same terms and conditions as SBC Missouri when SBC Missouri is the official recording
9 company. The SBC Missouri language clearly proposes this result. As noted in the
10 previous issue, this is the practice used today in Missouri. If this language isn’t included,
11 the contract will not ensure that appropriate records are available for SBC Missouri and
12 the ILECs and CLECs that subtend SBC Missouri’s tandems?

13 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

14 A. The Commission should accept SBC Missouri’s proposed language, which treats both
15 parties the same under an agreed-to industry standard.

16 **CLEC Coalition Recording Issue 3:**

17 **[Attachment 24: Section(s) 3.1, Exhibit III, 3.2]**

18 **Issue Statement:** *Should the Recording Appendix be updated to reflect the current*
19 *billing arrangement for the exchange of AUR’s for IXC Meet Point*
20 *Billing?*
21

22 **Q. WHAT ARE AURs?**

23 A. AUR is an Access Usage Record. When a billable event occurs, such as a long distance
24 phone call, a recording is made by the switch provider containing information
25 corresponding to the billable event. The switch recording information is translated into
26 the standard Ordering and Billing Forum (“OBF”) Electronic Message Interface (“EMI”)
27 format that is suitable for exchanging between companies. If the billable event was for
28 an access service, such as in this example, then the EMI record that is created for

1 exchange is an AUR. For the accurate creation of an AUR, the switch recording must be
2 consistent and understood. For terminating IXC traffic, AURs are created where that
3 traffic enters the LEC network (usually at an access tandem) and carrier identification
4 codes ("CICs") are incorporated into the record based on incoming trunk group. If traffic
5 were permitted to be combined over common trunk groups, it will likely lead to
6 inaccurate Intercompany billing (both by SBC Missouri as well as the ILECs or CLECs
7 that depend on AURs from SBC Missouri) because recordings from a trunk group for
8 IXC traffic contain different billing data than recordings for a local trunk group. SBC
9 Missouri is committed to creation of accurate AURs and is committed to processes that
10 will support the best opportunity for accurate AURs. SBC Missouri would also expect to
11 receive accurate AURs when another ILEC or CLEC is the recording company.

12 **Q. SHOULD THE RECORDING APPENDIX BE UPDATED TO REFLECT THE**
13 **CURRENT BILLING ARRANGEMENT FOR THE EXCHANGE OF AURS FOR**
14 **IXC MEET POINT BILLING?**

15 A. Absolutely. OBF Issue 2056 was reflected in a modified MECAB document which is
16 currently in use in Missouri. In this updated document, which had an effective date of
17 August 31, 2002, processes and related terminology changed. Terms such as Subsequent
18 Billing Company and Summary Usage Records ("SUR's") no longer apply. The
19 Recording Appendix should remain consistent with current industry standards so that
20 there is a clear understanding of expectations.

21 **Q. WHY SHOULD THERE BE NO CHARGES FOR RECORDING AS DISCUSSED**
22 **IN THE ATTACHMENT 24?**

23 A. IXC switched access traffic that transverses both CLEC and ILEC switches results in
24 Meet Point Billing arrangements in which each party bills the IXC for its provision of
25 access service. CLECs and ILECs share a common need to have each other's usage data
26 to accurately bill the IXC for their relative portion of the jointly provided service. It is an

accepted industry practice, and the current practice in Missouri, to forego any charges in the exchange of Access Usage Records used for Meet Point Billing.

Q. SHOULD EACH PARTY HAVE THE SAME FINANCIAL LIABILITY FOR PROVIDING ACCESS USAGE RECORDS?

A. Yes. Under the Meet Point Billing arrangement, each party can be the official recording company. The recording company distributes Access Usage Records to the other company for billing its portion of the usage sensitive switched access service to the IXC. SBC Missouri is simply proposing that each party have the same financial liability for providing the records when such company is the recording company.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. The Commission should accept SBC Missouri's proposed language noting that each party has responsibilities, and with that responsibility comes financial liability. The Commission should recognize SBC Missouri's proposed language adopts accepted current industry practice and provides that charges for recording do not apply.

AT&T Comprehensive Billing 3(A) and 3(B)
[Attachment 28: Section(s) 14.1]

Issue Statement: (A) *Should SBC Missouri be required to provide to AT&T the OCN or CIC, as appropriate, of 3rd party originating carriers when AT&T is terminating calls as an unbundled switch user of SBC Missouri?*

(B) *Should SBC Missouri be billed on a default basis when it fails to provide the 3rd party originating carrier OCN or CIC, as appropriate, to AT&T when AT&T is terminating calls as the unbundled switch user?*

Q. PLEASE EXPLAIN THE PARTIES' DISPUTE ON THESE ISSUES.

A. This dispute arises because AT&T demands that SBC Missouri provide it with third-party identification information that is not always available to SBC Missouri. Additionally,

1 when SBC Missouri cannot provide such information, AT&T demands the right, on a
2 default basis, to treat SBC Missouri as the originating carrier for billing purposes even
3 though the true originating carrier may be a CLEC working out of another ILEC's switch.
4 Understandably, while agreeing to provide third-party originating carrier information that
5 is available to it, SBC Missouri cannot agree to do the impossible, i.e. provide
6 information to AT&T that is not provided to SBC Missouri and, hence, SBC Missouri
7 does not have in its records.

8 When this identification data is not available in the recorded information, it
9 becomes a billing process investigative issue for the billing company. AT&T should not
10 distort the billing process by automatically billing SBC Missouri when SBC Missouri is
11 not the actual originating carrier, and has no responsibility either for the compensation
12 due AT&T by the originating carrier or the missing data. SBC Missouri's provision of
13 these recordings to AT&T for AT&T's billing processes is in parity with the SBC
14 Missouri processes, and fulfills SBC Missouri's recording obligations.

15 **Q. WHAT IS SBC MISSOURI'S POSITION ON PROVIDING OCN AND CIC**
16 **IDENTIFICATION?**

17 A. SBC Missouri understands the importance of Operating Company Number ("OCN") and
18 Carrier Identification Code ("CIC") data for the identification of the appropriate company
19 to bill. In fact, SBC Missouri agrees to provide OCN to AT&T for originating calls from
20 other carriers using unbundled local switching ("ULS") that AT&T terminates using
21 ULS. Further, to the extent it exists, SBC Missouri also agrees to provide CIC data.
22 Specifically, as set forth in SBC Missouri's proposed language, SBC Missouri will:

23 ...include the OCN of the originating carrier in the usage records it
24 provides for calls originated by 3rd party carriers utilizing an SBC ULS
25 port that terminate to an AT&T ULS Port, where technically feasible.
26 (Comprehensive Billing Appendix, Section 14.4.)

1 CIC and OCN information, as appropriate, is currently included in call detail records
2 when that information is available. In other words, SBC Missouri already provides, and
3 has agreed to provide, when the information is available, all the originating carrier
4 information that AT&T is requesting.

5 **Q. THEN WHY IS AT&T’S LANGUAGE UNACCEPTABLE?**

6 A. While SBC Missouri agrees to convey OCN and CIC information when it is available to
7 SBC Missouri, AT&T’s language is too broad. For example, it would require SBC
8 Missouri to provide unavailable information for calls originating from another company’s
9 network. The Commission should not adopt proposed contract language that purports to
10 require SBC Missouri to provide information that is not even in its possession. To the
11 extent SBC Missouri does not have the OCN or CIC information, SBC Missouri should
12 not be held responsible as being the originating carrier, which it is not. AT&T should
13 only be permitted to render bills to the party responsible for the charges at issue.

14 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

15 A. The Commission should accept SBC Missouri’s proposed language because it reasonably
16 apportions responsibility, and provides AT&T with the information it requests, to the
17 extent such information is available to SBC Missouri. The Commission should reject
18 AT&T’s proposed language, recognizing the fact that SBC Missouri should not be held
19 responsible for information not within its possession, and that information provided to
20 AT&T is in parity with the information that is made available to SBC Missouri. Finally,
21 AT&T should be required to accurately bill, and not default bill SBC Missouri by
22 attempting to inappropriately force payment obligations on SBC Missouri where no such
23 obligations exist.

1 **MCIm Reciprocal Compensation Issue 10**

2 **[Attachment 12: Section(s) 4.11.1]**

3 **Issue Statement:** *What are the appropriate records SBC will provide MCIm to bill*
4 *inter-carrier compensation to a third party telecommunications*
5 *provider using SBC's local switching on a wholesale basis?*
6

7 **Q. WHAT IS THE DISPUTED LANGUAGE IN ATTACHMENT 12: SECTION**
8 **4.11.1 OF THE CONTRACT?**

9 A. MCIm is proposing language that states:

10 In the event that SBC MISSOURI fails to provide the appropriate call records
11 information necessary to bill such third party carrier, MCIm shall bill SBC
12 MISSOURI as the default originator of the traffic.
13

14 **Q. DOES SBC MISSOURI AGREE WITH THIS PROPOSED LANGUAGE?**
15

16 A. No. Just as in the previous issue (AT&T CB 3b) SBC Missouri's position is that when
17 this identification data is not available in the recorded information, it becomes a billing
18 process investigative issue for the billing company. MCIm should not distort the billing
19 process by automatically billing SBC Missouri when SBC Missouri is not the actual
20 originating carrier, and has no responsibility either for the compensation due MCIm by
21 the originating carrier or the missing data. SBC Missouri's provision of these recordings
22 to MCIm for MCIm's billing processes is in parity with the SBC Missouri processes, and
23 fulfills SBC Missouri's recording obligations.
24

25 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

26 A. The Commission should accept SBC Missouri's proposed language as it provides an
27 avenue to assist the Facility Based CLEC with proper intercarrier compensation charges
28 to SBC Missouri.
29

1 **MCIIm Reciprocal Compensation Issue 13**

2 **[Attachment 12: Section(s) 13.2]**

3 **Issue Statement:** *What billing arrangements should apply to 251(b)(5) Traffic,*
4 *ISP-Bound Traffic, and IntraLATA interexchange traffic?*

5
6 **SBC Issue Statement:** *Is it appropriate to address a delivery process for Meet*
7 *Point Billing access usage records in relations to IntraLATA*
8 *toll traffic compensation?*
9

10
11 **Q. WHAT IS THE DISPUTE REGARDING MCI'S PROPOSED LANGUAGE?**

12 A. Their proposed language is out of date with current industry standards. As noted in a
13 previous issue (CC Recording Issue 3), OBF Issue 2056 was reflected in a modified
14 MECAB document which is currently in use in Missouri. In this updated document,
15 which had an effective date of August 31, 2002, processes and related terminology
16 changed. Terms such as Subsequent Billing Company and Summary Usage Records
17 ("SUR's") were eliminated. MCI's reference to "subsequent billing company" is no
18 longer applicable to Meet Point Billing. As proposed by MCI, the old process utilized
19 Summary Usage Records which summarized originating minutes of use, but this process
20 has been replaced by Access Usage Records.

21 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

22 A. The Commission should reject the MCI's proposed language since it is inconsistent with
23 current industry standards. The Commission should accept SBC Missouri's proposed
24 language recognizing it provides clarity for responsibilities expected by the industry.

1
2 **CLEC Coalition GT&C Issue 9**
3 **[Attachment GT&C: Section(s) 11]**

4 **Issue Statement:** *Should the comprehensive terms of Attachment 10 continue to*
5 *govern the Parties' obligations concerning the Daily Usage*
6 *File?*

7
8 **SBC Issue Statement:** *Should SBC Missouri's language be included in the agreement?*
9

10
11
12 **Q. SHOULD SBC MISSOURI'S LANGUAGE BE INCLUDED IN THE**
13 **AGREEMENT?**

14 A. Yes. The language as proposed by SBC Missouri is a great overview of the Daily Usage
15 File ("DUF"). The overview information should assist the CLEC in consideration of the
16 use of DUF in their business plans.

17 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

18 A. Yes, and I reserve the right to supplement my testimony at a later time.