

Exhibit No:
Issues: REC-1, REC-2
Witness: Roman Smith
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: Southwestern Bell
Telephone Company, L.P., d/b/a/
SBC Missouri
Case No: TO-2005-0166

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

CASE NO. TO-2005-0166

REBUTTAL TESTIMONY

OF

ROMAN SMITH

Dallas, Texas
February 7, 2005

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

In the Matter of Level 3 Communications, LLC's
Petition for Arbitration Pursuant to Section 252(b)
Of the Communications Act of 1934, as Amended
By the Telecommunications Act of 1996, and the) Case No. TO-2005-0166
Applicable State Laws for Rates, Terms and)
Conditions of the Interconnection with Southwestern)
Bell Telephone Company, L.P., d/b/a SBC Missouri)

AFFIDAVIT OF ROMAN SMITH

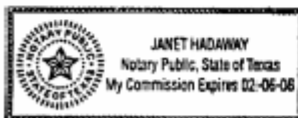
STATE OF TEXAS)
)
COUNTY OF DALLAS)

I, Roman Smith, of lawful age, being duly sworn, depose and state:

- 1 My name is Roman Smith. I am presently Associate Director-Regulatory Support for Southwestern Bell Telephone, L.P.
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.


Roman Smith

Subscribed and sworn to before me this 3rd day of February, 2005




Notary Public

My Commission Expires: 2/6/06

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I.
INTRODUCTION

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

3 A. My name is Roman A. Smith. I am employed by Southwestern Bell Telephone, L.P.
4 (“SBC”), and my business address is Four Bell Plaza, Room 1220.01, Dallas, Texas,
5 75202. I am currently an Associate Director in Wholesale Marketing.

6 **Q. ARE YOU THE SAME ROMAN A. SMITH THAT FILED DIRECT TESTIMONY**
7 **IN THIS PROCEEDING?**

8 A. Yes, I am.

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

10 A. I present SBC Missouri’s policy positions in response to Level 3 witness Kenneth L.
11 Wilson regarding Recording Issues 1 & 2.

II.
RECORDING

**Recording Issue 1: Should The ICA Provide That When Level 3 Is The Recording
Company, It Will Provide Usage Detail According To MECAB
Standards?**

Agreement Reference: Recording Section 3.13

12 **Q. MR. WILSON STATES THAT MECAB “IS THE FORMAT USED**
13 **HISTORICALLY FOR ACCESS RECORDS THAT ARE EXCHANGED**
14 **BETWEEN ILECS AND IXCS.” EVEN WITH THIS, DOES MR. WILSON**
15 **STILL OBJECT TO THIS INDUSTRY FORMAT? (WILSON, DIRECT PG. 33)**

16 A. Yes. Level 3 inappropriately opposes the SBC Missouri language that would call for the
17 parties to use the industry standard format now used by all other CLECs to exchange
18 access records.

19 **Q. MR. WILSON ARGUES THAT THE MECAB IS A “GUIDELINE” AND NOT A**
20 **STANDARD. HOWEVER, HE ALSO STATES THAT THE OBF IS WORKING**
21 **ON IP SOFT SWITCH “GUIDELINES” THAT COMPANIES SHOULD WORK**
22 **TO IMPLEMENT ONCE THEY ARE ISSUED. PLEASE RESPOND. (WILSON**
23 **DIRECT, PG. 34)**

1 A. First, the guidelines established under the MECAB for billing are utilized by the
2 telephone industry, especially the Regional Bell Operating Companies (“RBOCs”). It is
3 telling that Mr. Wilson attempts to invalidate the MECAB billing standards as mere
4 “guidelines,” while at the same time, he proposes that the companies work together to
5 implement guidelines established by the Ordering and Billing Forum (“OBF”) on IP soft
6 switches. The Commission should reject Level 3’s proposals to obligate SBC Missouri to
7 accept records that will not work with the current system, or to obligate the parties to a
8 system that is not even developed.

9 **Q. WHEN MR. WILSON SAYS THE PARTIES SHOULD “INCLUDE LANGUAGE**
10 **THAT PERMITS THEM TO DISCUSS MUTUALLY AGREEABLE WAYS OF**
11 **EXCHANGING. . . DATA.” HOWEVER, HAS LEVEL 3 PROPOSED ANY**
12 **ADDITIONAL LANGUAGE WITH THIS ISSUE? (WILSON DIRECT, PG. 34)**

13 A. No, Level 3 has proposed no language. As I explained in my Direct Testimony,¹ SBC
14 Missouri is not opposed to discussing mutually agreeable alternatives if that makes sense.
15 However, Level 3 has proposed no language and it does not make sense, at this time, to
16 depart from what Level 3 acknowledges is the industry standard format when Level 3 has
17 not even proposed any language that could be mutually agreeable. Finally, parties are
18 always free to agree to depart from what their contract requires. It would be a waste of
19 time and space to add, after each provision of a contract, a sentence to the effect that the
20 parties can arrive at a mutually agreeable alternative if they desire to do so.

¹ Smith Direct, p. 5.

Recording Issue 2: Should The ICA Require Level 3 To Provide Access Usage Records In Accordance With MECAB Standards In All Instances, Or Should It Provide For The Use Of Alternatives In Some Circumstances?

Agreement Reference: Recording Section 4.1-4.1.1

1 **Q. MR. WILSON STATES THAT SBC'S INTERPRETATION OF LEVEL 3'S**
2 **POSITION IS EXTREME AND THAT LEVEL 3 IS ONLY SEEKING A**
3 **MUTUALLY AGREEABLE FORMAT. PLEASE RESPOND. (WILSON**
4 **DIRECT, PG. 36)**

5 A. SBC Missouri has taken the appropriate and practical position to disagree with Level 3
6 regarding the inclusion of language that would leave open the possibility that SBC
7 Missouri would receive different formats of records because SBC Missouri's systems
8 cannot understand non-industry standard, alternative formats. To include the language
9 that Level 3 proposes in an interconnection agreement would only cause disputes before
10 this Commission in the future because negotiations on a mutually agreeable format would
11 likely not succeed based on Level 3's position today. Level 3 states that the Ordering and
12 Billing Forum (OBF) "is currently working on guidelines for recording and billing
13 formats to track IP calls."² In fact, what the OBF is currently working on is standards for
14 recording and billing formats to track IP calls. Until such time as those standards are
15 complete, SBC Missouri remains committed to the industry standard—Access Usage
16 Records (AURs). The protocols and formats that the AURs adhere to are necessary to
17 ensure that each company's network and systems can correctly read and interpret billing
18 information. To request that SBC Missouri accept or even negotiate a different method
19 would place undue burden and cost on SBC Missouri when a proven method currently
20 exists and is adhered to at the industry level.

² Wilson Direct, p. 32.

- 1 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**
- 2 A. Yes.