

Exhibit No.:
Issues: Dispute Resolution
Witness: Janice Mullins
Type of Exhibit: Surrebuttal Testimony
Sponsoring Party: Southwestern Bell Telephone
Company, d/b/a AT&T Missouri
Case No.: TC-2012-0284

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

Case No. TC-2012-0284

**Surrebuttal Testimony of Janice Mullins
On Behalf of AT&T Missouri**

November 30, 2012

Big River Telephone Company, LLC.)	
)	
Complainant.)	
)	Case No. TC-2012-0284
v.)	
)	
Southwestern Bell)	
Telephone, L.P., d/b/a)	
AT&T Missouri.)	
)	
Respondent.)	


COUNTY OF CUYAHOGA)
) SS
STATE OF OHIO)

1. My name is Janice Mullins. I am Senior Carrier Account Manager for AT&T Services, Inc.
2. Attached hereto and made a part hereof for all purposes is my Surrebuttal 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.

Janice Mullins

Sworn and subscribed to before me this 30th day of November, 2012.

me this 30th day of November, 2012.



Notary Public

My Commission Expires: 10/24/15



PATRICK VOGT
Notary Public, State of Ohio
My Comm. Expires 10-24-2015

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1 **I. INTRODUCTION**

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

3 A. My name is Janice Mullins. My business address is 13630 Lorain Ave., Room 350,
4 Cleveland, OH 44111.

5 **Q. ON WHOSE BEHALF ARE YOU PROVIDING SURREBUTTAL TESTIMONY**
6 **TODAY?**

7 A. Southwestern Bell Telephone Company, d/b/a AT&T Missouri.

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

9 A. I am a Senior Carrier Account Manager (“SrCAM”) on the competitive local exchange
10 carrier (“CLEC”) account team with AT&T Services, Inc., an affiliate of AT&T
11 Missouri. I work on behalf of the AT&T incumbent local exchange carriers (“ILECS”)
12 throughout AT&T’s 22-State ILEC territory, including Missouri. The AT&T ILEC in
13 Missouri is Southwestern Bell Telephone Company, d/b/a AT&T Missouri, which my
14 surrebuttal testimony will refer to as AT&T Missouri.

15 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

16 A. I received an Associates Degree in Business Management from the University of Toledo
17 and an Associates Degree in Telecommunication Engineering at Owens Technical
18 College located in Toledo.

19 **Q. PLEASE OUTLINE YOUR WORK EXPERIENCE AT AT&T.**

20 A. My career with AT&T (including Southwestern Bell Telephone Company) spans over 33
21 years. Currently I am a SrCAM in the Billing Dispute Escalation Team (“BDET”). Part
22 of my responsibilities involves handling billing disputes brought by the CLEC when it
23 invokes the Informal Dispute Resolution (“IDR”) process provided for in the CLEC’s

1 interconnection agreement with the AT&T ILEC. That is, once a CLEC invokes the IDR
2 process, a BDET SrCAM is assigned to represent the AT&T ILEC in the negotiation of
3 the IDR. Insofar as this particular case is concerned, I am the AT&T SrCAM who was
4 assigned to represent AT&T Missouri in the dispute which Big River Telephone
5 Company, LLC ("Big River") submitted to AT&T Missouri in April, 2011 and with
6 whom John Jennings corresponded during the IDR process in which the parties engaged
7 thereafter.

8 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY STATE PUBLIC**
9 **UTILITY COMMISSION?**

10 A. No.

11 **Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY?**

12 A. My Surrebuttal Testimony addresses the IDR process which AT&T Missouri undertook
13 with Big River concerning access charges that AT&T Missouri billed to Big River under
14 Billing Account Number ("BAN") BAN 110 401 0113 803 beginning in 2010. In
15 particular, I explain why the Missouri Public Service Commission ("Commission")
16 should respectfully decline the Staff's recommendation that the Commission should
17 require AT&T Missouri to provide further call detail records to Big River.

18 **Q. CAN YOU BRIEFLY EXPLAIN HOW A DISPUTE BECOMES AN IDR?**

19 A. The AT&T ILECs' Local Service Center ("LSC") is the "front door" for CLECs to place
20 and otherwise facilitate the provisioning of their service orders and to initiate inquiries
21 regarding charges billed to them. If a CLEC disagrees with the outcome of a billing
22 dispute submitted to the LSC, the CLEC may initiate the informal dispute process. In
23 order to do this, a party must provide to the other party written notice of the dispute that
24 includes both a detailed description of the dispute and the name of an individual who will

1 serve as the initiating Party's representative. The other Party has five business days to
2 designate its own representatives.¹

3
4 **II. BIG RIVER'S DISPUTE**

5
6 **Q. EXPLAIN THE CIRCUMSTANCES UNDER WHICH YOU WERE FIRST**
7 **CONTACTED BY BIG RIVER REGARDING A BILLING DISPUTE ON BAN**
8 **110 401-0113 803.**

9 A. Before I was first contacted in April, 2011, Big River had submitted billing claims to the
10 LSC contending its traffic was enhanced and not subject to access charges, which claims
11 AT&T denied. On April 19, 2011 Jennifer Rinesmith at Big River sent an IDR letter
12 signed by John Jennings to AT&T. A copy of that letter is attached as Schedule JM-1.
13 That letter was accompanied by another letter from Big River, dated October 20, 2005, to
14 Southwestern Bell Telephone, L.P., which is attached as Schedule JM-2. The 2011 letter
15 referred to billings over the course of a year, which started on February 5, 2010, as well
16 as to the dollar amounts and minutes of use involved. The letter said that Big River is
17 "disputing 100% of the billing," based upon its having submitted, in its 2005 letter, a
18 Percent Enhanced Usage ("PEU") factor of 100%. Finally, the letter designated Mr. John
19 Jennings as Big River's representative. Both letters were transmitted to AT&T's BDET
20 mailbox, thus invoking IDR pursuant to the terms and conditions in Section 13.3.1 of the
21 parties' ICA.

22 One of my responsibilities on the CLEC account team is to serve as the
23 designated point of contact for matters specific to the IDR once that process is initiated.

¹ See, Section 13.3.1 of the General Terms and Conditions ("GT&Cs") of Big River's Commission-approved ICA with AT&T Missouri (stating in pertinent part that "at the written request of a Party, each Party will appoint a knowledgeable, responsible representative with authority to resolve the dispute. To initiate the informal dispute process, a Party must provide to the other Party, written notice of the dispute that includes both a detailed description of the dispute and the name of an individual who will serve as the initiating Party's representative. The other Party shall have five (5) business days to designate its own representatives").

1 As a result of Mr. Jennings letter, the Big River dispute referenced in Big River's April,
2 2011 letter was assigned to me for handling, in accordance with the IDR process.

3 **Q. WHEN DID AT&T FIRST CONTACT BIG RIVER IN RESPONSE TO THEIR**
4 **LETTER INVOKING IDR?**

5 A. My peer in the BDET group, Eileen Mastracchio, sent Big River an e-mail on May 10,
6 2011, acknowledging Big River's IDR request and explaining that I would be AT&T's
7 primary point of contact for handling the IDR. A copy of that e-mail is attached as
8 Schedule JM-3.

9 **Q. WHAT HAPPENED NEXT?**

10 A. Shortly after, on May 10, 2011, John Jennings sent an e-mail acknowledging receipt of
11 Eileen Mastroacchio's e-mail. That e-mail is attached as Schedule JM-4. I then
12 proceeded to host an initial conference call with Big River on May 13, 2011. At that
13 time, I confirmed again that any contact or questions regarding matters specific to the
14 IDR should be referred to me, as AT&T's designated point of contact, for handling.

15 **Q. THEN WHAT HAPPENED?**

16 A. I met with John Jennings on multiple occasions, starting on May 13, 2011 through
17 January 2012. During our initial discussions, I requested that he provide any additional
18 information which he or Big River felt would substantiate their claims or would clarify
19 the dispute.

20 **Q. DID BIG RIVER PROVIDE ANY SUCH INFORMATION TO YOU?**

21 A. Yes. A few days later, on May 19, 2011, Mr. Jennings sent a letter to me. A copy of that
22 letter is attached as Schedule JM-5.

1 **Q. WHAT WAS THE NATURE OF THE IDR LETTER?**

2 A. Big River outlined what it called in the letter “examples of enhanced services that it
3 provides to its customers” which I took to mean as references to the features and
4 functionalities that Big River felt made the traffic on which it was being billed enhanced
5 services traffic and, therefore, not subject to AT&T Missouri’s access charges.

6 **Q. DID MR. JENNINGS PRESENT ANY QUESTION OR CONCERN, EITHER**
7 **DURING YOUR MULTIPLE MEETINGS WITH HIM, OR IN EITHER OF BIG**
8 **RIVER’S MAY, 2011 LETTERS, REGARDING THE ACCURACY OF THE**
9 **BILLS BIG RIVER WAS PROVIDED MONTHLY SINCE FEBRUARY, 2010, OR**
10 **REGARDING ANY NEED FOR DATA TO RECONCILE THEIR BILL?**

11 A. No.

12 **Q. DID MR. JENNINGS ATTEND ALL OF THESE IDR MEETINGS?**

13 A. Yes.

14 **Q. DURING THE COURSE OF ANY OF THESE IDR MEETINGS, DID MR.**
15 **JENNINGS OR ANYONE ELSE FROM BIG RIVER DISPUTE AT&T’S**
16 **CALCULATION OF THE ACCESS CHARGES BILLED TO BIG RIVER?**

17 A. No. Big River’s only claim throughout the IDR process was that AT&T was prohibited
18 from billing access charges to Big River because the traffic that Big River was
19 terminating to AT&T and being billed on the BAN in question was 100% enhanced
20 services traffic and, therefore, exempt from access charges.

21 **Q. IN ITS REBUTTAL TESTIMONY, THE COMMISSION’S STAFF**
22 **RECOMMENDS THAT, BASED ON ITS “READING OF THE TESTIMONY,”**
23 **AT&T SHOULD “PROVIDE FURTHER CALL DETAIL RECORDS SO THAT**
24 **BIG RIVER MAY ASSESS THE ACCURACY OF THE INVOICES.” STAFF**
25 **REBUTTAL, P. 10, L. 13-17. DID THE SUBJECT OF CALL DETAIL RECORDS**
26 **COME UP IN YOUR DISCUSSIONS WITH BIG RIVER?**

27 A. No. Big River never requested any call detail records or any other data from me and
28 never mentioned this subject during any of the discussions I had with them during 2011
29 and 2012. Whether AT&T was billing the correct tariffed rates or accurately calculating

1 the minutes billed was never brought forth in my discussions with them during the entire
2 course of the IDR. As I previously mentioned, the dispute was always about the
3 applicability of the access charges being billed, not the accuracy of those charges.

4 **Q. AS THE DESIGNATED POINT OF CONTACT FOR AT&T, WOULD YOU**
5 **HAVE EXPECTED BIG RIVER TO REQUEST THIS SUPPORTING USAGE**
6 **DATA FROM YOU?**

7 A. Yes. That is why, in accordance with the parties' ICA, designated points of contact are
8 selected and identified in the first place. Moreover, I had been dealing with Big River
9 and with Mr. Jennings in particular regarding this dispute for quite some time. Given
10 these dealings, I would have expected that they would have directed any request for data
11 to me, or at least inform me if they directed the request to others at AT&T, if obtaining
12 the date was truly important to them.

13 **Q. GIVEN YOUR TESTIMONY, DO YOU DISAGREE WITH STAFF'S**
14 **RECOMMENDATION?**

15 A. Yes, I do. As reflected at footnote 21 of Staff's pre-filed rebuttal testimony, Staff based
16 its recommendation on Mr. Jennings' pre-filed rebuttal testimony. There, Mr. Jennings
17 claims that he "requested AT&T to provide supporting detail to, at least, one of their bills
18 so that I could ascertain the appropriateness of the amounts billed."² He also states that
19 AT&T provided him "with a week's worth of traffic" and that "[w]ith only a partial
20 amount of the traffic for a billing period," he "was unable to reconcile their billing."³
21 Never did Mr. Jennings express any of these statements or opinions to me. After the
22 Staff submitted its testimony, I investigated this matter. I learned that Big River had
23 requested usage data for its November, 2011, invoice, from AT&T's billing contacts. I

² See, Jennings' pre-filed rebuttal testimony, p. 4, l. 7-9.

³ See, Jennings' pre-filed rebuttal testimony, p. 4, l. 14-15.

1 also saw Big River's similar reference in its responses to discovery requests that AT&T
2 Missouri directed to it. In a file marked Big River Response to AT&T Missouri's First
3 Set of Document Requests (Request No. 10) and the attachment noted there at
4 ATT_DISC_1_D_10_JR_15_1, filed with the Commission on August 20, 2012, Big
5 River states: "Since the traffic type is not enhanced per AT&T, we have requested the
6 Call Detail Records that supports the November 2011 invoice billing so we can review
7 and bring closure to this issue internally." I also confirmed that Big River was
8 subsequently provided a voluminous report from AT&T detailing one week's worth of
9 traffic data. This data was sent to Big River on February 15, 2012, and contained over
10 41,000 lines of call detail information.

11 **Q DID BIG RIVER EVER SUGGEST TO YOU THAT BIG RIVER'S OWN DATA**
12 **REGARDING THE VOLUME OF TRAFFIC THAT BIG RIVER SENT TO**
13 **AT&T FOR TERMINATION DID NOT MATCH THE VOLUME OF TRAFFIC**
14 **THAT AT&T HAD BILLED IT?**

15 A. No.

16 **Q. DID YOU OR ANYONE ELSE AT AT&T HAVE ANY DISCUSSION WITH MR.**
17 **JENNINGS OR ANYONE ELSE AT BIG RIVER REGARDING THIS DATA**
18 **THEREAFTER?**

19 A. I know that I had no discussions with Mr. Jennings or anyone else at Big River about it. I
20 did not know anything about it until after the Staff submitted its pre-filed rebuttal
21 testimony. Nor, based on my research of the records kept in the ordinary course of
22 AT&T's business, is there any indication that Big River followed up with anyone at
23 AT&T regarding this subject after the data was provided to it. In addition, I found no
24 indication, and none was expressed to me, that Big River informed anyone that the data it
25 was provided was insufficient to allow Big River to reconcile its billings from AT&T

1 Missouri or that the data was otherwise unsatisfactory. I note that Mr. Jennings'
2 testimony does not claim otherwise.

3
4 **III. CONCLUSION**

5
6 **Q. PLEASE SUMMARIZE YOUR SURREBUTTAL TESTIMONY?**

7
8 A. The Commission should decline to accept Staff's recommendation. The testimony on
9 which Staff relies refers to a request for a single month of data, out of billings that have
10 now spanned almost three years (since January, 2010). Moreover, no suggestion was
11 ever made to me during the IDR process that Big River questioned the accuracy of the
12 bills; its sole complaint was that it should not be billed at all, i.e., that it was *exempt* from
13 access charges. Nor, once provided data, did Big River ever submit that it was
14 insufficient for its purposes.

15 **Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

16 A. Yes.

BIG RIVER

TELEPHONE COMPANY

24 S. Minnesota Ave. P.O. Box 1659 Cape Girardeau, MO 63702-1659 (573) 651-3373 (800) 455-1608

AT&T

ATTN: Notices Manager
311 South Akard St, 9th Floor
Dallas, TX 75202-5398

To whom it may concern,

Big River Telephone Company, LLC is invoking our right to an informal dispute in regards to enhanced traffic usage that is being billed on BAN 110 401 0113 803. We have disputed this issue with the local billing group in the past; however with the continuous denial of these disputes the matter remains unresolved. The claim number assigned by AT&T is LIS004026008A, with a spreadsheet identifier of 501631. We've been billed for this type of usage as of the February 5, 2010 invoice through and including the March 5, 2011 invoice. The total amount billed during this timeframe is \$202,990.19, with 4,644,926 total minutes of use (16,889 interstate minutes, 4,487,739 intrastate minutes, and 140,298 local minutes). We are disputing 100% of the billing based on the following facts:

Per the Interconnection Agreement between SBC Missouri and Big River Telephone Company, Attachment 12 - Section 13.3, "In addition to other jurisdictional factors the Parties may report to one another under this Agreement, the Parties shall report a Percent Enhanced Usage ("PEU") factor on a statewide basis or as otherwise determined by CLEC at its sole discretion." Therefore in accordance with the terms of this section we submitted the PEU factor of 100% on October 20, 2005 to our account manager at that time, Debbie Josephson. Please see the attached PDF document for a copy of this letter, Attachment A. AT&T never implemented our PEU factor and continued to bill Big River in full for this enhanced traffic. Because of the continued billing of enhanced traffic and other billing issues with AT&T, Big River filed a lawsuit with AT&T.

The result of this lawsuit was a settlement between Big River and AT&T in November 2009 where this Enhanced Usage billing error was addressed. In the settlement, AT&T credited, in full, the billing on this account for both past and present invoices. The Enhanced Usage as a going forward concern was addressed per the settlement, section 1 (b) "On and after January 1, 2010, the Parties' respective obligations will be governed by the Interconnection Agreement to be amended as described herein." Again, the Interconnection Agreement states, "In addition to other jurisdictional factors the Parties may report to one another under this Agreement, the Parties shall report a Percent Enhanced Usage ("PEU") factor on a statewide basis or as otherwise determined by CLEC at its sole discretion." Again, our original PEU factor should therefore be applied to this usage and the appropriate credits need to be issued.

While the prior dispute resolutions mentioned VoIP traffic multiple times, the fact remains that our traffic on this BAN is Enhanced Usage which is governed by the terms of our Interconnection Agreement. This has been the case from the time we originally executed the

Interconnection Agreement, and has been further affirmed by the November 2009 lawsuit settlement agreement executed by AT&T. We have continually pointed out the fact that this traffic is Enhanced, and that the PEU factor should apply to our billing. This fact has been recognized by AT&T in the lawsuit settlement agreement by their crediting of all charges through that time period. AT&T did agree to adhere to the terms of the Interconnection Agreement for all future dealings with this enhanced traffic which plainly states that AT&T will apply our PEU factor. Therefore, we are submitting the dispute again via the informal dispute process, based on the fact that the traffic is Enhanced and is therefore governed by the Interconnection Agreement terms. The PEU factor that should have been applied since 2005 is attached, and per the ICA (and the settlement agreement that points back to us being governed by the ICA), we are allowed to submit this PEU factor to be implemented on our invoice, which we have done. In summary we request this PEU factor be applied to our present invoices, going forward invoices, and retroactively applied to all past invoices dating back to February 5, 2010 therefore generating the appropriate credits.

Big River Telephone's point of contact for this dispute is John Jennings and he can be reached at 573-388-2697 or JJennings@BigRiverTelephone.com.

Respectfully,



John F. Jennings
Chief Financial Officer
Big River Telephone Company, LLC



Big River Telephone Company
12444 Powerscourt Drive Suite 370
St. Louis, Missouri 63131
Phone: (314) 225-2202
Fax: (314) 225-2208
email: jjennings@bigrivertelephone.com

October 20, 2005

Ms. Debbie Josephson
Account Manager – Industry Markets
Southwestern Bell Telephone, L.P
311 S. Akard St., Four SBC Plaza
Room 720.03
Dallas Texas – 75202-5398

Subject: Big River Telephone Missouri Percent Enhanced Usage (PEU)

Dear Ms Josephson,

Our interconnection agreement with SBC Missouri requires us to provide SBC with our Percent Enhanced Usage (PEU). This requirement is addressed in Attachment 12 Intercarrier Compensation, Section 13.3. Big River Telephone's PEU for the state of Missouri is 100% as of the effective date of the interconnection agreement. This factor encompasses all traffic sent over our local interconnecting trunk groups as required.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Jennings".

John Jennings
Vice President-Controller

From: MASTRACCHIO, EILEEN G
Sent: Tuesday, May 10, 2011 12:41 PM
To: John Jennings
Cc: MULLINS, JANICE K
Subject: Big River IDR Contact

John,

Janice Mullins will be your contact for the Big River IDR and will join us on the call on 5/13/2011.

Her contact information is:

Email: jm7567@att.com

TN: 216 476 6251

Eileen Mastracchio
Sr. Carrier Accounts Manager
AT&T Wholesale
Phone: 203 771-0281
Email: eq2483@att.com
Fax #: 203 495-8228

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From: John Jennings [jjennings@bigrivertelephone.com]
Sent: Tuesday, May 10, 2011 1:50 PM
To: MASTRACCHIO, EILEEN G
Cc: MULLINS, JANICE K
Subject: RE: Big River IDR Contact

Thanks Eileen.

From: MASTRACCHIO, EILEEN G (ATTSNET) [mailto:eg2483@att.com]
Sent: Tuesday, May 10, 2011 12:41 PM
To: John Jennings
Cc: MULLINS, JANICE K (ATTASIAIT)
Subject: Big River IDR Contact

John,

Janice Mullins will be your contact for the Big River IDR and will join us on the call on 5/13/2011.

Her contact information is:

Email: jm7567@att.com

TN: 216 476 6251

Eileen Mastracchio
Sr. Carrier Accounts Manager
AT&T Wholesale
Phone: 203 771-0281
Email: eg2483@att.com
Fax #: 203 495-8228

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May 19, 2011

Janice Mullins
AT&T

RE: Enhanced Services – Informal Dispute

Dear Ms. Mullins,

Per your request from our conference call on May 13, 2011, Big River Telephone is providing AT&T with the following examples of enhanced services that it provides to its customers:

- Big River's switching system employs computer processing that changes the format of communication media received from, and delivered to, the public switched telephone network (PSTN). The system first receives media in digital PCM form from the PSTN and packetizes the media into IP datagrams, with the use of an audio codec, a software program resident on a digital signal processor (DSP) the media is further altered by compressing the content, as an example, from 64Kbps to 8Kbps. An "audio codec" is a computer program implementing an algorithm that compresses and decompresses digital audio data according to a given audio file format. The system is also capable of transcoding (direct digital-to-digital conversion of one audio codec to another).
- The switching system employs computer processing that allows a subscriber to record a call and store the recording in the switching system. This feature is enabled by keying specific dual-tone multi-frequency (DTMF) tone sequence to initiate recording the call from that point forward until the end of the call.
- The switching system employs computer processing that allows a subscriber to view and configure and manage their call-handling options. For example, a subscriber may wish their phone to ring as normal, reject the call, forward the call (to voicemail or another number), challenge callers who have withheld their number to record their name or have their phone ring with a special tone. The subscriber can set these rules to apply to specific callers, for example to those in a specific contact group or to callers who have withheld their number. The subscriber can also set the incoming call manager (ICM) to apply a different set of rules at different times, by defining a schedule. For example, when setting up ICM on a home land line, the subscriber can tell ICM to forward calls from their office to a mobile phone - but only during working hours, not during evenings or at the weekend. The subscriber can configure their ICM rules and schedules using a Big River web portal.

We can discuss any questions you may have on our next conference call.

Sincerely,

A handwritten signature in blue ink, appearing to read "John F. Jennings", is written over a horizontal line.

John F. Jennings
Chief Financial Officer