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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
  
TRANSCRIPT OF PROCEEDINGS  
  
Rulemaking Hearing  
  
July 10, 2018  
  
Jefferson City, Missouri  
  
Volume 1

In The Matter Of The Rescission)  
Of Several Telecommunication ) File No. TX-2018-0188  
Rules )

MORRIS WOODRUFF, Presiding,  
CHIEF REGULATORY LAW JUDGE.

DANIEL Y. HALL, Chairman,  
COMMISSIONER

REPORTED BY:  
  
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SENECA TELEPHONE COMPANY

STEELVILLE TELEPHONE EXCHANGE, INC.

STOUTLAND TELEPHONE COMPANY

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P R O C E E D I N G S

JUDGE WOODRUFF: We're here for a Rulemaking Hearing in Commission File No. TX-2018-0188, which concerns a -- the post-rescission of a number of Commission rules.

As indicated, we're here for an informal process, whereby we're going to take comments from the public. This is like -- not going to be requiring anybody to be sworn in or anything.

I'll ask Staff to go first, just to explain what they're planning on doing and any recommendations they want to make to the Commission. I'll give anybody else in the audience a chance to -- to make any statements they'd like to make. And then we'll come back to Staff to respond to any of the comments that are made. So we'll begin with Staff, and identify yourself for the record.

MS. PAYNE: Absolutely. Whitney Payne on behalf of the Staff of the Missouri Public Service Commission.

Executive Order 17-03 issued by the Governor's office in January of 2017 -- 2018, asked Missouri State Agencies to review the regulations under the jurisdiction of the code of state regulations. Specifically, agencies were ordered to produce

1 efficient, effective, and necessary regulations.

2           This process involves ensuring the rules are  
3 necessary, not unduly burdensome, essential to the  
4 health, safety, or welfare of Missouri citizens, that  
5 the benefits of the rules outweigh the cost, that a  
6 less restrictive means has been considered, that the  
7 rules do not have an adverse effect and that they are  
8 based on sound reasoning.

9           Staff undertook an extensive review of the  
10 Commission's regulations in response to this order. As  
11 a result of this review, Staff has recommended in this  
12 matter that the Commission move to entirely rescind  
13 three of its rules relating to telecommunications  
14 utilities.

15           Staff recommends that Chapter 29 regarding  
16 wholesale arrangements be rescinded in its entirety.  
17 The rule is not necessary as these arrangements are  
18 more appropriately addressed in interconnection  
19 agreements, tariffs, contracts, and other arrangements  
20 between entities. Additionally, Chapter 29 has  
21 remained unchanged since it took effect in 2005.

22           Staff further recommends that Chapter 34  
23 regarding emergency telephone service standards be  
24 rescinded in its entirety. A majority of the entities  
25 providing emergency telephone services in today's

1 environment are not subject to the Commission's rule.

2 In fact, Section 392.461 allows  
3 telecommunication companies to elect to be exempt from  
4 certain retail rules relating to the provisions already  
5 mandated by the FCC. Many of these companies have  
6 de-tariff services, including the emergency telephone  
7 service standards in light of this provision.

8 Further, recent legislation has removed the  
9 Commission from the 911 service board, demonstrating a  
10 further indication of the legislature's intent to  
11 distant the Commission from regulation of the  
12 telecommunication's industry. Additionally, Chapter 34  
13 has remained unchanged since it took effect in 1999.

14 Staff has also recommended that Chapter 36  
15 regarding alternative dispute resolution procedures be  
16 rescinded in its entirety. The procedures outlined in  
17 this rule are similar to the procedures outlined in  
18 Commission Rule 2.125 and have not been requested for  
19 several years by any telecommunications provider.  
20 Chapter 36 has remained unchanged since taking effect  
21 in 2004.

22 One interested stakeholder, The Missouri  
23 Telecommunications Industry Association filed comments  
24 in this matter asking the Commission not to rescind any  
25 of the three chapters. Windstream Missouri has filed a

1 statement that it generally concurs in MTIA's comments.  
2 MTIA argues that the chapters are still relevant and  
3 asks instead of rescission that the Commission create  
4 industry workshops to address the changes to be made to  
5 the rules.

6 Staff is always open to working with the  
7 industry in the interest of improving the regulatory  
8 process. That said, Staff does not find support to  
9 leave these rules in effect. As previously stated, the  
10 Commission has very little oversight of the  
11 telecommunications industry at this stage. And the  
12 rule chapters in question have seen little use even  
13 immediately prior to the changes brought about by  
14 Section 392.461.

15 Staff has taken the comments that MTIA filed  
16 to heart, but stands behind its recommendation that  
17 Chapters, 29, 34, and 36 are exactly the type of rules  
18 that were considered by the Executive Order 17-03. At  
19 this time I'm available to answer any questions  
20 regarding the legal aspects of our proposal and Staff  
21 Director, Natelle Dietrich, and Utility Regulations  
22 Manager of Telecommunications, John Van Eschen, are  
23 also available to answer any questions regarding the  
24 technical aspects.

25 JUDGE WOODRUFF: Mr. Chairman, do you have



1 any questions?

2 CHAIRMAN HALL: Is there a microphone or do I  
3 not need a microphone?

4 JUDGE WOODRUFF: You don't need one. They're  
5 in the ceiling.

6 CHAIRMAN HALL: Oh, okay. Good morning. So  
7 are there any problems with leaving the rules intact?  
8 Are they causing any existing problems right now?

9 MS. PAYNE: No. I do not believe that the  
10 rules are causing any problems. It's simply in the  
11 interest of streamlining the rules as directed by the  
12 Governor. That we -- we think that these are rules  
13 that could be rescinded.

14 CHAIRMAN HALL: So by "streamlining," you  
15 mean eliminating rules that are not necessary?

16 MS. PAYNE: Correct.

17 CHAIRMAN HALL: From your perspective why  
18 does the industry want to keep these -- keep these  
19 rules in place?

20 MS. PAYNE: I can only go based on the  
21 comments --

22 CHAIRMAN HALL: Well, read between the lines.  
23 I mean, what -- what -- what is your sense as to why  
24 they want to keep these rules in place?

25 MS. PAYNE: I would imagine --

1           CHAIRMAN HALL: And they'll obviously have an  
2 opportunity to respond, if they disagree, but.

3           MS. PAYNE: My understanding specifically in  
4 regards to the -- the 911 service, I think that that  
5 rule has provided guidelines that have been used in the  
6 industry unofficially, if not before the Commission.  
7 So my understanding in that regard is that that's why  
8 the industry is concerned about rescinding it.

9           However, as to the other two chapters, I  
10 think it probably has -- has provided some benefit to  
11 the industry and perhaps we haven't seen as a  
12 regulatory agent.

13           CHAIRMAN HALL: And the arbitration  
14 provision -- the -- the arbitration rule, the -- those  
15 provisions are in another rule; is that correct?

16           MS. PAYNE: The arbitration provision, I do  
17 not -- the -- our -- our Chapter 2 does consider --  
18 it -- it does consider similar procedures. However,  
19 it -- it's not identical. It's not specific to the  
20 telecommunications industry, but I think that what is  
21 contained in Chapter 2 is perfectly sufficient to  
22 satisfy any needs that someone in the  
23 telecommunications industry would have.

24           CHAIRMAN HALL: Okay.

25           MS. PAYNE: The actual authorization comes

1 from federal law, but Chapter 2 provides more  
2 guidelines, more of an outline to follow based on those  
3 federal provisions.

4 CHAIRMAN HALL: Okay. Thank you.

5 MS. PAYNE: Absolutely.

6 JUDGE WOODRUFF: All right. Then we'll move  
7 to anyone else who wishes to make a comment.

8 You can stay there at the table if you'd  
9 like.

10 MR. TELTHORST: All right. Good morning.  
11 I'm Rick Telthorst. I'm the President of the Missouri  
12 Telecommunications Industry Association, and we did  
13 indeed file written comments in this case.

14 As we indicated, we do oppose, as has been  
15 stated, we do oppose the -- the rescission of  
16 Chapters 29, 34, and 36. All three of these chapters  
17 identified in the case were established after years of  
18 negotiation and discussion and debate among the  
19 telecommunications industry, the Commission Staff, and  
20 other interested stakeholders. We truly really believe  
21 that these three chapters still have relevance in our  
22 industry today despite the impact of -- of certain  
23 deregulation that we've seen through the legislature.

24 Chapter 29 has been effective in protecting  
25 the integrity of the telecommunications network in

1 Missouri, and it supports appropriate intercompany  
2 compensation, and is a standard against which we  
3 believe would prevent fraud in this area.

4 Chapter 34, obviously, addresses an important  
5 public policy concern in the rules of the road, as it  
6 were for the 911 system. I think it's important to  
7 keep in mind that, although I think it's been pointed  
8 out in Staff's comments previously, many of the calls,  
9 the majority of the calls now are wireless calls that  
10 are reaching 911 systems. It's really a network of  
11 operations between wireli-- wireless carriers and  
12 wireline carriers, and we think it's appropriate that  
13 rules of the road, so to speak, are -- are in these  
14 regulations so that when parties need to rely on them,  
15 they're there.

16 Chapter 36 provides clear procedural rules  
17 for alternative dispute resolutions under the Federal  
18 Telecommunications Act. And I believe this is an area  
19 that the FCC specifically delegated to state  
20 commissions to establish these types of alternative  
21 procedures. We don't see a reason to throw these out  
22 in a wholesale manner. We do think, if it's  
23 appropriate -- if the Staff believes it's appropriate,  
24 to revisit these rules on a case-by-case basis and  
25 provision by provision. To edit out may not be

1 appropriate anymore or to change things that respond to  
2 new technology or new -- new regulatory environments.  
3 I think that's a good opportunity to sit down and have  
4 that discussion. And the industry would be more than  
5 happy to participate in those types of workshops.

6 But we do believe that all three chapters are  
7 still serving a very valid and useful purpose in our  
8 industry today, and don't think that a wholesale  
9 rescission of these three chapters is an appropriate  
10 choice right now. I'll be glad to answer any questions  
11 you might have.

12 JUDGE WOODRUFF: Mr. Chairman.

13 CHAIRMAN HALL: So when was the last time  
14 that either of the -- any provision of these three  
15 chapters came before this Commission in terms of a  
16 dispute between parties?

17 MR. TELTHORST: Well, I don't know that this  
18 came before the -- this Commission per se, but I do  
19 know that in the last two or three years there was a  
20 case. And I think we referred to it in our written  
21 comments, regarding Halo and a -- the Halo wireless  
22 company and a dispute that arose actually nationwide  
23 over appropriate compensation to a number of carriers.

24 I think there may be parties in the room that  
25 have a lot more experience in that case than I do, but

1 I -- but I do know that because of the availability and  
2 the details and requirements of Missouri's rule in this  
3 records exchange area that Missouri carriers were able  
4 to kind of stop their losses a lot sooner than carriers  
5 in other states.

6 So I think the existence of those rules  
7 certainly assisted Missouri carriers in seeking -- in  
8 getting adequate compensation and not being adversely  
9 affected as carriers perhaps in other states were.

10 JUDGE WOODRUFF: Is that the Chapter 29 rules  
11 you're talking about?

12 MR. TELTHORST: Yes. That would be  
13 Chapter 29, Enhanced Record Exchange Rules.

14 CHAIRMAN HALL: Can anyone from -- from Staff  
15 respond to that? The importance of the Chapter 29 rule  
16 with regard to that case?

17 MS. PAYNE: I do agree that that is the only  
18 reference actually that I could find to the rule, was  
19 in that Halo case. Specifically, it does not appear  
20 that the rule itself, though, was integral to the  
21 determination of the case. I can provide the case  
22 number for the record. It is -- it was TC-2012-0331  
23 before this Commission. And I can certainly provide a  
24 legal synopsis of this case and file it, if that would  
25 help.

1           CHAIRMAN HALL: I'm not sure the record will  
2 be open after the --

3           JUDGE WOODRUFF: It won't be. But I'm  
4 familiar with the case.

5           CHAIRMAN HALL: Okay.

6           JUDGE WOODRUFF: It's in the Commission's  
7 records.

8           CHAIRMAN HALL: So I'm trying to read between  
9 the lines a little bit here. Is it safe to say that  
10 even though these rules are, you know, with the  
11 exception of this -- of this Halo case, are pretty much  
12 irrelevant to the -- to -- to this Commission's  
13 regulation of the industry? They are relevant to how  
14 members of the industry interact with each other?

15           MR. TELTHORST: I think that would be a  
16 very -- a very good characterization of how the rules  
17 worked in our environment. That they are -- they do  
18 provide in a way, kind of the rules of the road as  
19 carriers relate to -- to one another, whether they're  
20 exchanging traffic, whether they're provisioning 911  
21 systems, whether they're having a dispute with one  
22 another. And frankly, as I said, a lot of work went  
23 into crafting these rules. And the fact that they  
24 haven't been used recently, I don't know that -- to me  
25 that doesn't provide justification for discarding them.

1 I don't see the harm in leaving them in effect with the  
2 idea that when situations arise that are relevant to  
3 the rules, the rules are there as a -- as a guideline,  
4 and as a, again, as rules of the road for carriers to  
5 follow.

6 CHAIRMAN HALL: So it's a guideline as  
7 opposed to any kind of binding legal requirement?

8 MR. TELTHORST: Well -- and I guess that  
9 would depend on how the -- how the issue might come  
10 before the Commission. If the situation presents  
11 itself where the -- where it would come before the  
12 Commission in any of these three areas, certainly they,  
13 obviously, it would be a regulation of the Commission  
14 that would be binding. I think it lays out a roadmap,  
15 if you will, of how carriers are going to interact with  
16 one another in light of what the parameters of the  
17 rule -- rules are. And in their absence, I -- I don't  
18 know how that improves our relations between carriers  
19 or in -- or has any public benefit if they're repealed.

20 CHAIRMAN HALL: I mean this is -- this is  
21 somewhat of a unique situation. Generally, we  
22 promulgate rules that relate to this Commission's  
23 regulations --

24 MR. TELTHORST: True.

25 CHAIRMAN HALL: -- of regulated entities.



1 And the regulations that we promulgate have the force  
2 and effect of law --

3 MR. TELTHORST: True.

4 CHAIRMAN HALL: -- assuming that we had the  
5 statutory authority to promulgate them in the first  
6 place. And the rules that -- that are in place in  
7 these chapters right now, 29, 34, and 36, you're  
8 essentially saying we should keep them in place not so  
9 much as it relates to our regulation of these -- of --  
10 of the industry, but more because they provide  
11 guidelines with -- for certain players within the  
12 industry.

13 And I'm not saying that that's not of some  
14 value. I want to make sure in my head that I'm  
15 understanding.

16 MR. TELTHORST: Well, Mr. Chairman as -- as  
17 you well know, over the last 10 to 15 years the  
18 legislature has certainly changed the regulatory  
19 environment for our industry moving away from our  
20 relationship, our retail relationship, with our  
21 customer and leaving that more open to -- to market  
22 conditions. And -- but obviously, the Commission still  
23 plays a role within our -- our industry, but it's more  
24 of a role, if you will, at the wholesale level, a  
25 relationship between carriers. And all these -- all

1 these three rules, the common element of these three  
2 chapters are in some regard a relationship between one  
3 telecom provider and another. And, again, you're --  
4 you're right. It's kind of a -- kind of a one-off  
5 of -- of reg-- of the Commission regulating us  
6 directly. But it does set kind of a regulatory  
7 framework, and a relationship framework between  
8 carriers that we see has the potential to be very  
9 useful. And I don't see the benefit of repealing these  
10 and leaving these areas kind of open for a case-by-case  
11 discussion.

12 I know it feels odd that the industry is  
13 coming before the Commission saying --

14 CHAIRMAN HALL: Regulate me. Regulate me.

15 MR. TELTHORST: -- please -- regulate me,  
16 please. Regulate me, please. But in thes -- in these  
17 cases these -- these are useful rules of the road that  
18 we think have an appropriate place still in -- in the  
19 regulations.

20 CHAIRMAN HALL: Okay. So regarding the  
21 alternative dispute resolution provisions in 36. Do  
22 they differ from those in Chapter 2 in a material way  
23 or in a way that you find problematic?

24 MR. TELTHORST: I have to confess, I don't  
25 know that in detail, not as a practicing attorney. I

1 don't -- I don't know that answer, but I do know  
2 they've been -- I do know that they are -- they are --  
3 they are useful in the present form that they are in  
4 according to what I've heard in discussions. And I  
5 believe they are written specific for telecom providers  
6 as opposed to, I think, the more general rules that  
7 were cited in Chapter 2. And, again, it seems to be a  
8 tried and true method that when needed, it is there to  
9 be used.

10 CHAIRMAN HALL: Thank you.

11 MR. TELTHORST: Thank you.

12 JUDGE WOODRUFF: Is it fair to say that when  
13 it comes to telecommunications the Commissions's role  
14 is less than a regulator and more as a referee?

15 MR. TELTHORST: That's a very good -- I would  
16 agree. That seems to be kind of the traffic cop in a  
17 way, referee, dispute -- you know, between providers,  
18 rather than a -- than more of a prescriptive regulator.

19 JUDGE WOODRUFF: So these rules exist to --  
20 to facilitate that -- that referee function?

21 MR. TELTHORST: I think that's a very good  
22 characterization of all three of the rules that we're  
23 discussing.

24 JUDGE WOODRUFF: I don't have anything else.  
25 Thank you for coming.

1 MR. TELTHORST: Thank you.

2 JUDGE WOODRUFF: Is there anyone else in the  
3 audience that wishes to make a statement?

4 Why don't you come on forward so we can get  
5 you on the camera a little bit easier?

6 MR. BUB: Thank you. Speak into this?

7 JUDGE WOODRUFF: The microphones are in the  
8 ceiling here.

9 MR. BUB: Oh, thank you. Thank you, Judge.

10 JUDGE WOODRUFF: You don't have to speak  
11 any -- any place particular.

12 MR. BUB: Okay. My name's Leo Bub, and I'm  
13 AT&T's Missouri Regulatory Attorney.

14 And it was important for me to appear today,  
15 especially, since I was unable to attend the hearing  
16 yesterday because of a conflict. But we especially  
17 wanted the Commission to know how much we appreciated  
18 Staff's work in these two rulemakings. I can tell you  
19 that going through the rules like Staff did is very  
20 tedious work. They did a very good job looking,  
21 especially in Chapter 28, looking at each rule, rule by  
22 rule, and determining whether that rule is still needed  
23 and whether it's appropriate.

24 For example, you know, they looked to see if  
25 the state rule was already covered by a federal rule,

1 and if it was, then it was offered for elimination  
2 because a duplicate rule just imposed additional cost  
3 and compliance cost on companies. So the more rules  
4 that are outdated or duplicative that are eliminated  
5 the better it is for the entire industry as a whole,  
6 because it really helps from a compliance perspective.  
7 You know, even if a rule's no longer appropriate or  
8 applicable, if it's still on the books, somebody's  
9 going to have to look at it and make that  
10 determination. So all those things do impose cost on  
11 companies.

12 And we just want to make sure the Commission  
13 knows how much we appreciate Staff going through and  
14 doing this really hard work and eliminating rules that  
15 no longer exist.

16 And I think, especially, in Chapter 28, you  
17 should be able to judge the value of Staff's work from  
18 looking at the strong industry consensus with what  
19 Staff did. And really there are only a few areas of  
20 disagreement that exist, like yesterday with Chapter  
21 31. Most of the disagreements there were between  
22 carriers and what they thought about using the State  
23 USF funds for supporting broadband. And our  
24 comments -- we didn't join in the industry comments, we  
25 filed our own, and our comments there speak for

1 themselves.

2 But with the rules looking at -- what we're  
3 looking at today, you know, AT&T is a member of MTIA,  
4 and so we participated in those comments. And, you  
5 know, the point that we want to make with Chapt-- and  
6 it is a disagreement with Staff on keeping Chapter 29,  
7 34, and 36. And listening to the discussion it might  
8 be helpful if we can come up with an analogy. And this  
9 is kind of how I look at the landscape in dealing with  
10 carrier to carrier.

11 The Commission doesn't always see what goes  
12 on between carriers. It's almost like an iceberg.  
13 They see the things that we bring to them, so maybe  
14 they see the top. So if there's a disagreement between  
15 any -- any of the companies that we can't resolve  
16 ourselves, we bring it to the Commission for  
17 resolution. So just because nothing's been brought to  
18 the Commission, say recently, under Enhanced Record  
19 Exchange Rules or the 911 Rules, or maybe a mediation  
20 or arbitration, doesn't mean that those rules aren't  
21 needed.

22 We regularly -- AT&T, being a bigger carrier,  
23 we regularly interact with other carriers that are  
24 trying to come into the market in Missouri, and having  
25 these rules are crucial. So they're not just

1 guidelines, they really have force and effect of law.

2 For example, with the 911, there are  
3 requirements that carriers need to do to interact with  
4 each other to make the 911 system work. And I don't  
5 profess to be an expert in that area, but one thing  
6 that is required of all carriers is to provide current  
7 and appropriate information on their end-user customers  
8 that flow into these databases that the 911 providers,  
9 the PSAP, the Public Service Answering Points, need to  
10 draw on so they know where to send the ambulance or the  
11 firetruck. Now, those are requirements that are in the  
12 rules, and if they were just guidelines, it's possible  
13 that some carriers would say, Well, it's not a rule,  
14 I'm not required to, I'm not gonna. Because if they're  
15 not rules -- anything that they're required to do is  
16 going to impose cost.

17 So it's really helpful for us in dealing with  
18 other carriers on a carrier-to-carrier basis, something  
19 that Staff just, you know, to their -- to their -- to  
20 be real honest, that they just never see. So it's no  
21 fault. Staff may not be aware of how we use the rules.  
22 Because I can tell you I work in other states and we  
23 have a very good Staff here. They're very up to date.  
24 They work really hard, and that's just reflected in  
25 what they've done here. It's just that they don't

1 maybe see what goes on because they're private  
2 business-to-business negotiations.

3           With that Enhanced Record Exchange Rule, the  
4 decision as Ms. Payne talked about -- the substantive  
5 decision really had to do with intercompany  
6 compensation, but the protection that the companies got  
7 was in that rule. What happened -- and this is  
8 probably more than you ever want to know, but there's  
9 intercompany compensational rules that we -- all of us  
10 in the room follow when we trade calls. Customers  
11 never see it. It's all invisible. And those rules do  
12 change over time, but at the time that case was in  
13 existence, the -- I guess, the -- the basic principle  
14 was local calls we exchanged for free. So local calls  
15 within Jefferson City, it was a free call. And there  
16 were similar categories of wireless calls that were  
17 considered local calls also, so we had to exchange  
18 those for free, too. So if a wireless carrier brought  
19 us one of these local calls, then we had to terminate  
20 it for free.

21           What happened in the Halo case, was we had  
22 this company, it was very a disreputable company, not  
23 from Missouri, but they did it -- perpetrated fraud all  
24 across the country. And they acted as a least cost  
25 router. They said, Hey, we will terminate long



1 distance call, you know, calls from New York to  
2 St. Louis, to Kansas City, to Chicago. We'll do it  
3 cheaper than the tariff rates of those individual  
4 companies. And, you know, how are you going to do that  
5 when the tariff rate's a tariff rate, it's what you're  
6 supposed to charge to terminate those kinds of calls.

7 Well, what they did was they set up an  
8 operation where they brought all these long distance  
9 calls from New York, from Chicago, from California to a  
10 wireless -- to a tower -- they shot them from their  
11 tower to a little mobile home, maybe 50 feet across and  
12 said, Well, it's wireless and it was a local wireless  
13 connection; therefore it's a wireless call and we don't  
14 have to pay anybody.

15 FCC has rules about requiring everybody to  
16 terminate traffic. So all across the country, nobody  
17 was able to do anything, because they knew this fraud  
18 was perpetrated and it was literally millions and  
19 millions and millions of minutes that they were  
20 defrauding the local carries from.

21 Well, in Missouri we had a rule that said --  
22 and it was force and effect of law that all carriers,  
23 originating carriers -- so in this case, it would be  
24 the wireless companies, were required to provide  
25 records and pay appropriate terminating compensation.

1 And if that didn't happen, our rule had a process under  
2 which the terminating carriers, all of us in the room,  
3 could notify the offending carrier of the practice that  
4 was contrary to rule, and if they didn't within a  
5 certain time frame set out in the rule, we were able to  
6 terminate the traffic. To stop it. Turn it off. And  
7 then there would be a hearing at the Commission to sort  
8 it out.

9 Well, we were able to turn it off saving the  
10 carriers in the room millions of dollars, unlike all  
11 the other states where there were just huge losses  
12 perpetrated against the local companies. You know, we  
13 haven't had one of those situations here recently, but  
14 I think one reason we haven't is because we have this  
15 rule. And they know that -- you know, that these --  
16 disreputable carriers -- and they still exist. We're  
17 still dealing with them in other flavors, in Iowa. But  
18 I think this rule keeps them out of Missouri because  
19 they know that we have strong rules and that we mean  
20 business. So I think there really is a reason for  
21 keeping these rules even though we haven't had disputes  
22 recently about them.

23 You also asked a question, Commissioner,  
24 about whether any of these rules, particularly the ones  
25 in, I guess it's Chapter 36, the rules that have a

1 dispute resolution proceeding and mediation/arbitration  
2 and whether those are already covered by Chapter 2.  
3 Chapter 2 rules do apply when we're dealing in  
4 proceedings in the company -- with other companies  
5 before the Commission in, like, an arbitration, but  
6 there are more rules needed. With those  
7 interconnection agreements between companies, you know,  
8 especially in the beginning they were very, very  
9 contentious. Gosh, there were situations where we  
10 couldn't even properly negotiate a nondisclosure  
11 agreement. Sometimes they got that bad. Well, these  
12 rules, they do set out an orderly procedure for this  
13 specific type of disputes that -- these are  
14 interconnection agreements between companies. And  
15 companies are required under the Federal Act, as  
16 Ms. Payne said, to -- to negotiate these  
17 interconnection agreements under federal law. If they  
18 can't, then they come to the Commission on delegated  
19 authority. What these rules do is it give a very  
20 orderly process about how those types of disputes are  
21 presented to the Commission and they're different types  
22 of the regular complaint cases that we have as an  
23 industry.

24 I hope that answers some questions and I'll  
25 stop now unless anyone has some questions for me.

1           CHAIRMAN HALL: I have no questions. Thank  
2 you.

3           MR. BUB: Okay.

4           JUDGE WOODRUFF: Mr. Bub, I believe we did do  
5 a mediation a few years ago with --

6           MR. BUB: Yes.

7           JUDGE WOODRUFF: -- AT&T.

8           MR. BUB: We did. And they were very  
9 helpful. And that Commission never saw that as a  
10 complaint because through the Commission mediation  
11 process we were able to resolve it. It was very  
12 professional, and I think it saved the companies a lot  
13 of money and time, and as well as the Commission. Yes,  
14 that's correct.

15          JUDGE WOODRUFF: Thank you.

16          MR. BUB: Thank you.

17          JUDGE WOODRUFF: Anyone else wishing to make  
18 a comment?

19          MR. MCCARTNEY: Brian McCartney with the law  
20 firm of Brydon, Swearngen & England, P.C. 312 East  
21 Capital Avenue on behalf of the Missouri Small  
22 Telephone Company Group, a list of which have been  
23 provided in our written entry of appearance.

24                 We appreciate Staff's work on this and also  
25 their work previously to help set up these rules. The

1 Small Telephone Company Group supports the MTIA  
2 comments. This is hard for me to say, but I agree with  
3 Leo and AT&T's comments as well.

4 Chapter 29 is critical to the small rural  
5 carriers, even maybe more so than a large carrier, like  
6 AT&T and CenturyLink. Millions of dollars were at  
7 stake in the Halo fraud matter. Chapter 29 allowed  
8 many of my clients to stop the fraud, end the bleeding,  
9 and terminate that fraudulent service that was being  
10 tormented on them.

11 The small rural carriers are downstream.  
12 They're at the end of the line, so they're the ones  
13 that are actually handing off these calls to their  
14 rural customers. Staff had mentioned that there's some  
15 intercompany agreements, but we -- Halo had no  
16 agreements with us. We are, again, at the end of the  
17 line. We're downstream, so there's no contractual  
18 relationship between us and Halo. They were just  
19 dumping fraudulent traffic on our networks.

20 A small business analysis, I think, would  
21 demonstrate the value that -- that Chapter 29 has to  
22 small rural telephone companies to safeguard, prevent  
23 and stop fraud.

24 Real quickly, we agree with the E-911 Rules.  
25 Those help establish the -- the connection between the

1 local exchange landline companies and the PSAP, so I  
2 think that they're helpful. They also help address the  
3 relationships between smaller companies and larger  
4 companies, so I think they're important to keep.

5 Finally, the arbitration and mediation rules.  
6 The Telecommunications Act sets up a different  
7 framework for the dispute resolution among companies.  
8 They have certain deadlines. There's a deadline  
9 between 135 days and 160 days to either mediate or move  
10 onto arbitration. So there's real statutory  
11 differences between the Telecommunications Act and the  
12 negotiations or arbitrations to take there, than just a  
13 general run of the mill alternative dispute resolution.  
14 So I think it's important to keep those rules as well.

15 In the past, when the Telecommunications Act  
16 had first come into effect, there were numerous  
17 disputes among the carriers about the rules of the  
18 road, how we were going to actually do this. Those  
19 have been resolved by having these rules, so now the  
20 parties and the Commission can focus on the substance  
21 of the issues rather than the procedural methods for  
22 those disputes.

23 And I think, again, we would strongly urge  
24 the Commission to retain Chapter 29 and the other  
25 rules. And I can answer any questions, if you have

1 any. Thank you.

2 JUDGE WOODRUFF: Okay.

3 CHAIRMAN HALL: No questions. Thank you.

4 JUDGE WOODRUFF: Anyone else wishing -- come  
5 up forward, Mr. Bub.

6 MR. BUB: Judge, I wanted to follow up with  
7 one thing that Brian said about Halo. His company's a  
8 small rural carrier. It didn't have interconnection  
9 agreements with the -- with Halo, but we did. And  
10 we're required as a -- to interconnect with anybody  
11 that asks. So we negotiated our standard wireless  
12 carrier interconnection agreement, but even though we  
13 had an agreement, that didn't prevent the fraud, and  
14 that didn't really give us the type of remedy that was  
15 needed here. So it is crucial, I think, as Brian  
16 indicated that we really need to keep Chapter 29. And  
17 I would probably put Chapter 29 Enhanced Record  
18 Exchange Rule and Chapter 34 -- I'm sorry. Chapter 36,  
19 the Dispute Resolution and Arbitration Procedures in  
20 the category of, you know, if they ain't broke, you  
21 know, that they work real well, so there's really no  
22 need to make any changes there.

23 Chapter 34 is a little different. The E-911  
24 Rules. They haven't been -- you know, they've been on  
25 the books since, gosh, mid '90s and so there are --

1     there is reason to relook at that, but there are  
2     sections that we should keep, that we should keep even  
3     if we redo them. But with the changes in technology,  
4     those do need to be updated. And I know everyone in  
5     this room is willing to work on them to update them and  
6     we certainly will bring our resources to the table to  
7     help craft modern rules. And that's it. And that's  
8     really it this time. Thank you.

9             JUDGE WOODRUFF: Thank you. Anyone else  
10     wishing to give us a comment.

11            I'll come back to Staff then for any final  
12     thoughts or responses.

13            MS. PAYNE: I think the only thing that I  
14     would clarify is that in reference to Chapter 36 being  
15     used for a mediation. I would suggest that a mediation  
16     is separate from an arbitration. It's two different  
17     ent-- two different concepts, and so while it may have  
18     been used as a guideline, I don't think that that's  
19     actually what the rule was promulgated to apply to.

20            And Chapter 36 is only between companies. It  
21     doesn't include between customers for the complaint  
22     case that would have been considered in this case.

23            JUDGE WOODRUFF: You're talking about the  
24     Halo?

25            MS. PAYNE: No. No. It was the case that



1 Mr. Bub referenced that it was used for a complaint, a  
2 mediation in relation to a complaint that was never  
3 brought before the Commission itself.

4 JUDGE WOODRUFF: Okay. It was a mediation  
5 that was brought before the Commission. A request for  
6 mediation.

7 MS. PAYNE: Right. Right. I'm sorry. It  
8 was a request for mediation, but it never came to the  
9 Commission --

10 JUDGE WOODRUFF: Yeah.

11 MS. PAYNE: -- to Commission determination.  
12 It was solved in mediation. I'm just making a  
13 differentiation between a mediation and an arbitration.

14 JUDGE WOODRUFF: Anyone else wishing to make  
15 any further comments. Then we are adjourned.

16 (Hearing was adjourned at 10:36 a.m.)  
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CERTIFICATE

I, Chevon D. McFadden, a Certified Verbatim Reporter, Certified Court Reporter, CCR No. 1399, the officer before whom the foregoing hearing was taken, do hereby certify that the foregoing hearing was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this proceeding was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

*Chevon D McFadden*

Chevon D. McFadden, CVR, CCR No. 1399

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