

Exhibit No.:

Issue: Is the Traffic that Big River  
sends to AT&T Missouri  
subject to Switched Access  
Charges?

Witness: William L. Voight

Sponsoring Party: MO PSC Staff

Type of Exhibit: Rebuttal Testimony

Case No.: TC-2012-0284

Date Testimony Prepared: November 9, 2012

**MISSOURI PUBLIC SERVICE COMMISSION**

**REGULATORY REVIEW DIVISION**

**REBUTTAL TESTIMONY**

**OF**

**WILLIAM L. VOIGHT**

**BIG RIVER TELEPHONE COMPANY**

**vs.**

**SOUTHWESTERN BELL TELEPHONE COMPANY  
AT&T MISSOURI**

**CASE NO. TC-2012-0284**

*Jefferson City, Missouri  
November 2012*

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

Big River Telephone Company, LLC, )  
Complainant v. Southwestern Bell )  
Telephone, L.P. d/b/a AT&T Missouri, )  
Respondent )

File No. TC-2012-0284

**AFFIDAVIT OF WILLIAM L. VOIGHT**

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF COLE     )

William L. Voight, of lawful age, on his oath states: that he has participated in the preparation of the following Rebuttal Testimony in question and answer form, consisting of 13 pages of Rebuttal Testimony to be presented in the above case, that the answers in the following Rebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true to the best of his knowledge and belief.



William L. Voight

Subscribed and sworn to before me this 9<sup>th</sup> day of November, 2012.



Notary Public



**REBUTTAL TESTIMONY**

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**WILLIAM L. VOIGHT**

**BIG RIVER TELEPHONE COMPANY**

**vs.**

**SOUTHWESTERN BELL TELEPHONE COMPANY**

**AT&T MISSOURI**

Q. Please state your name and give your business address.

Q. By whom are you employed and in what capacity?

My duties have also involved participation as a member of the Commission's Arbitration Advisory Staff, which is comprised of subject matter experts who assist an arbitrator in disputes involving the Federal Telecommunications Act of 1996. Lastly, I participate in and coordinate special projects, as assigned by management. Examples of special projects include Case No. TW-2004-0324, a Study of Voice over Internet Protocol in

1 Missouri, and the Commissioners' Report on Broadband Availability, a 2007 analysis and  
2 comparison of broadband availability throughout the telephone exchange areas of Missouri. In  
3 2010 I served as a member of the MoBroadband-Now Task Force. As necessary and  
4 appropriate, I also provide assistance to the Commission, upper management, and members of  
5 the General Assembly on legislative matters.

6 Q. What is your education and previous work experience?

7 A. I received a Bachelor of Science degree with a major in economics from  
8 Lincoln University in Jefferson City, Missouri. A copy of relevant work history is attached as  
9 Schedule 1.

10 Q. Have you previously testified before the Commission?

11 A. Yes, a copy of previous testimonies is attached as Schedule 2.

12 Q. What is the purpose of your rebuttal testimony in this case?

13 A. My testimony is responsive to the direct and rebuttal testimonies of Big River  
14 Telephone Company ("Big River") witnesses Gerald Howe and John Jennings as well as  
15 AT&T Missouri ("AT&T") witnesses William E. Greenlaw and Mark Neinast.

16 Q. Please provide an executive summary of your testimony.

17 A. The disagreement between Big River and AT&T centers on the question of  
18 whether or not the traffic sent by Big River to AT&T is subject to exchange access charges.  
19 Big River claims its traffic is 100% enhanced services traffic, which would imply that  
20 switched access charges are not due. AT&T claims the traffic is at least in part (if not 100%)  
21 voice telephone traffic, which implies that switched access charges are due. AT&T contends  
22 that Big River is in breach of payment obligations and AT&T appears on the verge of  
23 suspension of new orders and ultimately, disconnection of Big River's service. Big River

1 denies being in breach of the Parties' Interconnection Agreement ("Agreement"), and  
2 characterizes AT&T's actions as unfounded and anticompetitive. Big River urges the  
3 Commission to deny AT&T's request to terminate service, which Big River characterizes as a  
4 "nuclear option."<sup>1</sup> As of August 2012 the financial amount of the dispute appears to be  
5 between \$350,637.60<sup>2</sup> and \$355,000.00.<sup>3</sup>

6 Both AT&T and Big River have requested the Commission rule on the question of  
7 whether or not Big River's traffic constitutes an enhanced service. The Staff does not believe  
8 the Commission needs to rule on the question of enhanced services. Rather, the Staff believes  
9 the Commission need only decide whether or not Big River is providing I-VoIP service. It is  
10 the Staff's opinion that Big River does indeed offer I-VoIP service. Consequently, the Staff  
11 recommends the Commission make the following two rulings: (1) The Commission should  
12 find that Big River offers I-VoIP service and; (2) Consistent with Section 13.3.2 of the dispute  
13 resolution aspects of the Agreement, the Commission should order AT&T to provide further  
14 supporting documentation to assist Big River in determining the reasonableness of the billing  
15 invoices it has presented to Big River, irrespective of the question of the enhanced services  
16 issue.

17 Q. From the Staff's perspective, why has this case come before the Commission?

18 A. Big River brought this action on March 1, 2012. Big River seeks Commission  
19 resolution because it believes AT&T wrongly interprets §392.550 RSMo. to mean that Big  
20 River's traffic is I-VoIP traffic subject to access charges and not, as Big River claims,  
21 enhanced services traffic which would be exempt from access charges. Moreover, Big River

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<sup>1</sup> Howe Rebuttal; page 18, line 14.

<sup>2</sup> Greenlaw Direct; page 22, line 17.

<sup>3</sup> Jennings Direct; page 3, line 5.

1 states its belief that AT&T is on the verge of discontinuing service to Big River until payment  
2 of access charges is made.<sup>4</sup>

3 For its part, on July 31, 2012 AT&T also filed a Complaint in this case. AT&T states  
4 that its dispute with Big River involves traffic billed by AT&T to Big River which occurred  
5 after January 1, 2010.<sup>5</sup> AT&T further states that in October 2009 Big River and AT&T  
6 reached an agreement that Big River's traffic sent to AT&T after January 1, 2010 would  
7 comply with §392.550.2 RSMo., which states that I-VoIP traffic is subject to access charges.  
8 AT&T also states that Big River should not now be permitted to claim that its traffic was and  
9 is *non*-I-VoIP traffic, but that in any event, the traffic in question is not enhanced services  
10 traffic.<sup>6</sup> In response, Big River maintains that the October 2009 settlement agreement is  
11 irrelevant.<sup>7</sup> My reading of the testimony leads me to conclude that Big River's position is that  
12 100% of its traffic with AT&T is enhanced traffic subject to reciprocal compensation. AT&T  
13 denies that claim; rather, AT&T claims Big River's traffic is fundamentally I-VoIP traffic  
14 subject to switched access charges.<sup>8</sup>

15 Q. AT&T witness Greenlaw references an access avoidance statement made by  
16 FCC Commissioner Copps in the *Connect America Fund Order*.<sup>9</sup> AT&T witness Neinast  
17 characterizes Big River's actions as "similar" to those of Halo Wireless in Missouri.<sup>10</sup> Does  
18 the Staff look upon Big River's actions as those of an access avoidance scheme?

19 A. No. The testimony in this case is much more indicative of a genuine dispute  
20 involving interpretation of an Agreement and application of Missouri state law as well as the

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<sup>4</sup> Big River Complaint, paragraph 35.

<sup>5</sup> Greenlaw Direct; page 16, line 26.

<sup>6</sup> Paragraphs 10 & 11 of AT&T's July 31<sup>st</sup> Complaint.

<sup>7</sup> Jennings Rebuttal; page 3, line 9.

<sup>8</sup> Jennings Direct; page 7, line 4.

<sup>9</sup> Greenlaw Direct; page 22, line 4.

<sup>10</sup> Neinast Direct; page 3, line 2 and Rebuttal; page 1, line 13.

1 federal definition of the term “enhanced service.” Big River does not operate a traditional  
2 circuit-switched network<sup>11</sup> and, unlike Halo Wireless and Transcom, Big River provides  
3 service to end-users and is not merely a “carrier’s carrier” or a “least cost router.” In my view,  
4 Big River does not engage in protocol conversions or alter communications content to avoid  
5 access charges; rather, Big River engages in various conditioning efforts in order to deliver  
6 the best quality sound and overall customer experiences while simultaneously achieving  
7 network efficiencies. Moreover (and again unlike Halo), Big River does not exist merely to  
8 terminate traffic of other carriers and it most certainly has not been set up simply to avoid  
9 paying access charges. To the contrary, Big River is a Missouri-based company of long  
10 standing and, as an historical long-distance company, I would expect Big River has paid many  
11 access charge bills over the decades.

12 The testimony in this case points to a long standing dispute arising from one aspect of  
13 a 2005 arbitration award in Case No. TO-2005-0336. One aspect of that award - involving  
14 reciprocal compensation for IP-PSTN traffic - was litigated and resulted in an unfavorable  
15 decision to Southwestern Bell Telephone Company now known as AT&T Missouri.<sup>12</sup> The  
16 testimony in this case reveals that the original agreement did not distinguish between  
17 enhanced traffic and I-VoIP traffic,<sup>13</sup> and that the Parties reached a settlement over those  
18 original differences on October 31, 2009 pursuant to actions occurring in the St. Louis County  
19 Circuit Court.<sup>14</sup>

20 In my view, this disagreement involves interpretation of Missouri statutes that are less  
21 than a model of clarity. In any regard, nothing in this case leads me to conclude that Big River

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<sup>11</sup> Howe Rebuttal; page 3, line 11.

<sup>12</sup> *Id.*; page 2, line 15.

<sup>13</sup> Greenlaw Rebuttal; page 4, line 22.

<sup>14</sup> Greenlaw Direct; page 14, line 12.

1 is engaged in any schemes to avoid payment of lawful charges. Rather, this case involves a  
2 combination of misunderstandings over proper application of a state statute that has no case  
3 law history as well as application of the FCC definition of the term “enhanced services”  
4 which is also not a model of clarity.

5 Q. Among the remedies advocated by the parties to this case, both AT&T<sup>15</sup> and  
6 Big River<sup>16</sup> state that the Commission should decide whether or not Big River’s traffic  
7 constitutes an enhanced service. Does the Commission need to decide the issue of whether or  
8 not Big River’s traffic is an enhanced service?

9 A. The Commission does not need to rule on whether or not Big River’s traffic is  
10 enhanced, even though both Parties have raised the issue. Since at least its IP-Enabled  
11 Services Report and Order, WE 04-36, issued on June 27, 2006, the FCC has not considered  
12 fixed-location Voice over Internet Protocol (“VoIP”) service to be an enhanced service,  
13 stating, “[W]e note that an interconnected Voice over Internet Protocol (“VoIP”) provider  
14 with the capability to track the jurisdictional confines of customer calls....would be subject to  
15 state regulation.” In the Staff’s view, if VoIP were an enhanced service, the FCC would have  
16 stated unequivocally that states *could not* regulate it.

17 Q. What issues must the Commission decide in this case?

18 A. The only issue for the Commission to decide in this case is whether or not Big  
19 River is providing I-VoIP service as defined by §386.020 (23) RSMo.

20 In 2008, Missouri adopted §392.550 RSMo., which, as discussed below, clearly  
21 defines I-VoIP service and specifically requires the payment of access charges for non-local

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<sup>15</sup> *Id.*; page 2, line 19.

<sup>16</sup> Big River Complaint; paragraph 43(4).



1 calls. I believe it is to this statute that the Commission must look in determining whether  
2 access charges apply.

3 Because much of Big River's traffic constitutes I-VoIP traffic as defined by Missouri  
4 statute it is, therefore, subject to the application of access charges. To the extent Big River is  
5 engaged in some form of reselling or provisioning of facility-based non-VoIP traffic, such  
6 interexchange traffic would also be subject to switched access charges.

7 Q. Please explain why you believe Big River is providing I-VoIP service.

8 A. §386.020(23) RSMo. defines I-VoIP as a "service that: (a) Enables real-time,  
9 two-way voice communications; (b) Requires a broadband connection from the user's  
10 location; (c) Requires Internet protocol-compatible customer premises equipment; and (d)  
11 Permits users generally to receive calls that originate on the public switched telephone  
12 network and to terminate calls to the public switched telephone network."

13 In an October 23, 2012 deposition Mr. Howe was asked the following series of  
14 questions:

15 Question: Are there residential retail customers of Big River with IP customer  
16 premises equipment in Missouri [page 16, line 13]?

17 Answer: Yes.

18 \* \* \*

19 Question: Is it safe to say that the majority of Big River retail customers with IP  
20 CPE have the ability to make voice telephone calls [page 29, line 7]?

21 Answer: Yes.

22 \* \* \*

23 Question: And that voice telephone service includes the ability to make telephone  
24 calls to people who are served on the PSTN [page 29, line 11]?

25 Answer: Yes.

26 \* \* \*

27 Question: With respect to Big River customers that have IP customer premises  
28 equipment where their telephone calls are converted to IP format at the customer  
29 premises, is there a broadband connection to those customer's location [page 28,  
30 line 15].

31 Answer: I think so.

32 \* \* \*

1 Question: Are those customers using IP compatible customer premises equipment  
2 [page 28, line 21]?

3 Answer: Yes. As you stated as a premise of your question that would be the case.

4 \* \* \*

5 Question: Are you aware of any customers, any retail customers with IP CPE  
6 whose service plan does not allow them to make voice telephone calls [page 29,  
7 line 3]?

8 Answer: I'm not aware of any.  
9

10 In my view, Mr. Howe's responses to the above series of questions about customer  
11 premises equipment, broadband connectivity, and the ability of users to conduct real-time two  
12 way voice communications form the primary basis of Staff's view that Big River is providing  
13 I-VoIP service.

14 Q. Mr. Howe states that Big River is not and has never claimed to be an  
15 Interconnected VoIP service provider.<sup>17</sup> How do you respond?

16 In the October 23, 2012 deposition, Mr. Howe was asked the following question (page  
17 26, line 17):

18 What is it about Big River's telephone service that does not make it  
19 interconnected VoIP service?  
20

21 Mr. Howe responded as follows:

22 One, in the State of Missouri if you do provide interconnected VoIP  
23 service you have to register with the state. We are not registered with the  
24 state to provide that service.  
25

26 Whether or not Big River (or any company) is providing I-VoIP service is a matter of  
27 applying the correct statute to the service being provided. The relevant statute applicable to  
28 Big River's service is §392.550.1 RSMo. which states the following:

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<sup>17</sup> Rebuttal; page 4, line 4 and page 16, line 15

1 No person, corporation, or other entity shall offer or provide interconnected  
2 voice over Internet protocol service as defined in section 386.020, RSMo,  
3 without first having obtained a registration from the commission allowing it  
4 to do so. Upon application, the commission shall grant a registration to any  
5 person, corporation, or other entity to provide interconnected voice over  
6 Internet protocol service, subject to the provisions of this section.  
7

8 In the Staff's view, this statute is optional for companies who are already certificated  
9 to provide base telephone service, such as Big River. Although such companies may register  
10 if they prefer, Staff does not interpret the statute as requiring dual commission registration as  
11 both a local exchange carrier ("LEC") and an I-VoIP company. The Staff respectfully  
12 disagrees with Mr. Howe's apparent belief that provision of I-VoIP services must result in  
13 registration with the MoPSC. In the Staff's view, the sole exception to Mr. Howe's statement  
14 that the provision of I-VoIP services must result in registration occurs when a company has  
15 already been certificated as a LEC.<sup>18</sup> Staff's position on this matter may also be different from  
16 that of AT&T. Based on statements made by Big River witness Jennings; it appears AT&T  
17 might believe dual registration is necessary.<sup>19</sup>

18 Q. Please comment on what the witnesses have said about attempts to resolve this  
19 dispute.

20 A. AT&T witness Greenlaw states that Big River has never asserted that, if its  
21 traffic were classified as telecommunications services traffic, the amounts billed by AT&T  
22 Missouri were wrongly computed or would not otherwise be due in full.<sup>20</sup> Big River witness  
23 Jennings disputes Mr. Greenlaw's characterization, and states that Big River did in fact

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<sup>18</sup> For example, Companies certificated by the MoPSC as Local Exchange Carriers are already mandated to adhere to the reporting requirements of I-VoIP companies including: the Relay Missouri program, the MoUSF, Local 9-1-1; license taxes, annual assessments and reports including listing of certain customer information.

<sup>19</sup> Jennings Direct; page 7, line 10.

<sup>20</sup> Greenlaw Direct; page 22, line 1.

1 request supporting detail in order to ascertain the appropriateness of the amounts billed, but  
2 that AT&T supplied only one week's worth of analysis and as a result, Big River cannot be  
3 reasonably confident that AT&T has billed correctly.<sup>21</sup> From my perspective, regardless of  
4 the enhanced services issue, it appears AT&T should provide further documentation of its  
5 billing invoices.

6 Q. Regardless of the issue involving enhanced versus I-VoIP traffic, what is your  
7 response to the differences between Big River and AT&T with regards to overall accuracy of  
8 the invoices AT&T has issued to Big River?

9 A. In my experience, intercarrier billing disputes and related issues are a normal  
10 occurrence among telecommunications service providers. Indeed, Big River indicates that  
11 from the beginning AT&T never set up its billing to exclude VoIP traffic.<sup>22</sup> In any regard, this  
12 is a very serious matter because the billing invoices form the basis of AT&T's movement to  
13 discontinue service to Big River. My reading of the testimony leads me to conclude that  
14 AT&T has not provided sufficient call detail to Big River. Even if the Commission decides in  
15 AT&T favor by ruling that Big River is indeed providing I-VoIP service (as Staff  
16 recommends), I would further request that the Commission require AT&T to provide further  
17 call detail records so that Big River may assess the accuracy of the invoices.

18 Q. Both parties reference an amendment made to the Interconnection Agreement  
19 in November 2009.<sup>23</sup> The Amendment states in pertinent part:

20 The Parties shall exchange interconnected voice over Internet Protocol  
21 ("VOIP") served traffic, as defined in Section 386.020 RSMo. subject to  
22 appropriate exchange access charges to the same extent that  
23 telecommunications services are subject to such charges; provided, however,

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<sup>21</sup> Jennings Rebuttal; page 4, line 10.

<sup>22</sup> Howe Rebuttal; page 3, line 20.

<sup>23</sup> Greenlaw Direct; page 16, line 6 & Jennings Direct; page 4, line 13.

1 to the extent that as of August 28, 2008, the Agreement contains intercarrier  
2 compensation provisions specifically applicable to interconnected voice over  
3 internet protocol service traffic, those provisions shall remain in effect  
4 through December 31, 2009, and the intercarrier compensation arrangement  
5 described in the first clause of this Section shall not become effective until  
6 January 1, 2010 (Big River Complaint, paragraph 12).

7  
8 Q What is your response to the parties having entered into this agreement?

9 A. Similar Agreement amendments were made between AT&T and numerous  
10 competitive local exchange carriers. Although I never questioned the reason, it would seem  
11 that this amendment is only necessary if the two parties are exchanging I-VoIP traffic.

12 Q. AT&T witness Greenlaw places great significance on the fact that Big River  
13 admits to providing service pursuant to its Missouri P.S.C. Tariff No. 1.<sup>24</sup> According to Mr.  
14 Greenlaw, services provided pursuant to tariffs are confined to telecommunications services,  
15 and cannot be enhanced services. Mr. Greenlaw also maintains that Big River's claim to  
16 providing enhanced services is inconsistent with its authority as a certificated  
17 telecommunications services provider in Missouri. How do you respond?

18 A. Fundamentally, I would tend to agree with Mr. Greenlaw; enhanced services  
19 are not part of tariffs and enhanced service providers are not required to be registered with the  
20 Commission. Moreover, Big River's provision of "telecommunications" services, as opposed  
21 to "enhanced" services, in Missouri is supported by the annual reports it annually submits to  
22 the Commission.<sup>25</sup> However, it would not be unheard of for a telecommunications company  
23 to have traffic characterized as "information" or "enhanced." After all, that is indeed what  
24 happened as a result of the arbitration decision setting up the original Agreement between Big

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<sup>24</sup> Greenlaw Direct; page 9, line 18.

<sup>25</sup> *Id.*: page 12, line 3.

1 River and AT&T. In other words, that is the very situation that existed prior to the January 1,  
2 2010 effective date to begin billing the traffic.<sup>26</sup>

3 Q. Please comment on Mr. Howe's testimony describing the advances in  
4 technology used by Big River, and his testimony describing the change in the information Big  
5 River uses to recreate communications in the telephone calls it sends to AT&T.

6 A. Throughout both rounds of his testimony, Mr. Howe provided numerous  
7 examples of Big River's soft-switch controlled network and the routers, media gateways,  
8 protocol conversions, and specialized codecs (codec = *coder decoder*) comprising its data  
9 network. I was particularly drawn to the frequency response graph on page 8 of his rebuttal  
10 testimony, which is supported by the two audio Wav files attached to his testimony, which  
11 helps to explain the comparison of Big River's sound quality to that of High Definition  
12 television. I have no reason to doubt the engineering conclusions drawn by Mr. Howe.  
13 Overall, I find Mr. Howe's testimony convincing in that some packet switched traffic may be  
14 of a superior quality to other packet switched traffic. I also acknowledge that Big River could  
15 make various transformations (such as dual-tone multi-frequency ("DTMF") and the  
16 capabilities listed on page 14 of his Direct testimony) and changes via the use of protocols  
17 other than VoIP (asynchronous transfer mode ("ATM"), Frame Relay, etc.). However, those  
18 facts do not support the contention that such traffic is subject to reciprocal compensation, or  
19 that such traffic fits the FCC's definition of an "enhanced" service - much less is that

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<sup>26</sup> Mr. Howe responds to Mr. Greenlaw thusly: "Further, Mr. Greenlaw seems confused that Big River is providing telecommunications services and enhanced services simultaneously. We believe that AT&T's requirement for us to be a telecommunications carrier, subject to a continuous representation and warranty by Big River to that fact, while simultaneously requiring us to report the percent of our traffic which in enhanced, indicates to both parties that either party would be providing both telecommunications services of which some percent is enhanced, and some percent may not be enhanced, thus the Percent Enhanced Usage ("PEU") factor outlined in paragraph 13.3 of Attachment 12 of the ICA."

1 sufficient for the Commission to conclude that 100% of Big River's traffic is an enhanced  
2 service.

3 Irrespective of the quality and efficiencies of Big River's network, it is the Staff's  
4 view that Big River is providing I-VoIP service and the Commission's decision is bound by  
5 §392.550.2 RSMo. which holds that switched access charges are to be applied to such I-VoIP  
6 traffic when Big River sends it to AT&T for call termination. In conclusion, it appears to Staff  
7 that House Bill 1779 has changed the legal and regulatory classification of Big River's service  
8 offerings.

9 Q. Will you please summarize your testimony?

10 A. Yes, Staff recommends the Commission rule only that Big River is providing  
11 I-VoIP service pursuant to §386.020 (23) RSMo. The Staff does not believe it is necessary for  
12 the Commission to rule on whether or not Big River's service constitutes an enhanced service.  
13 Staff further recommends the Commission order AT&T to provide additional data sufficient  
14 to permit Big River to ascertain the appropriateness of the amounts billed.

15 Q. Does this conclude your rebuttal testimony?

16 A. Yes, it does.

**William L. Voight**

**SUMMARY OF WORK EXPERIENCE**

**1974 – 1985**    **United Telephone Company**, I began my telephone career on February 4, 1974, as a central office equipment installer with the North Electric Company of Gallion, Ohio. At that time, North Electric was the manufacturing company of the United Telephone System. My duties primarily included installation of all forms of central office equipment including power systems, trunking facilities, operator consoles, billing systems, Automatic Number Identification systems, various switching apparatuses such as line groups and group selectors, and stored program computer processors.

In 1976, I transferred from United's manufacturing company to one of United's local telephone company operations – the United Telephone Company of Indiana, Inc. I continued my career with United of Indiana until 1979, when I transferred to another United Telephone local operations company – the United Telephone Company of Missouri. From the period of 1976 until 1985, I was a central office technician with United and my primary duties included maintenance and repair of all forms of digital and electronic central office equipment, and programming of stored program computer processors. United Telephone Company is today known as **Century Link**.

**1985-1988**    In 1985, I began employment with **Tel-Central Communications, Inc.**, which at that time was a Missouri-based interexchange telecommunications carrier with principal offices in Jefferson City, Missouri. As Tel-Central's Technical Services Supervisor, my primary duties included overall responsibility of network operations, service quality, and supervision of technical staff. Tel-Central was eventually merged with and into what is today MCI or Verizon.

In conjunction with Tel-Central, I co-founded **Capital City Telecom**, a small business, "non-regulated" interconnection company located in Jefferson City. As a partner and co-founder of Capital City Telecom, I planned and directed its early start-up operations, and was responsible for obtaining financing, product development, marketing, and service quality. Although Capital City Telecom continues in operations, I have since divested my interest in the company.

**1988-1994**    In 1988, I began employment with **Octel Communications Corporation**, a Silicon Valley-based manufacturer of Voice Information Processing Systems. My primary responsibilities included hardware and software systems integration with a large variety of Private Branch eXchange (PBX), and central office switching systems. Clients included a large variety of national and international Local Telephone Companies, Cellular Companies and Fortune 500 Companies. Octel Communications Corporation was later merged with Lucent Technologies.

**1994-Present**   **Missouri Public Service Commission**



**William L. Voight**

**TESTIMONY EXPERIENCE**

Case No. TR-96-28	In the Matter of Southwestern Bell's tariff sheets designed to increase Local and Toll Operator Service Rates.
Case No. TT-96-268	In the Matter of Southwestern Bell Telephone Company's tariffs to revise PSC Mo. No. 26, Long Distance Message Telecommunications Services Tariff to introduce Designated Number Optional Calling Plan.
Case No. TA-97-313	In the Matter of the Application of the City of Springfield, Missouri, through the Board of Public Utilities, for a Certificate of Service Authority to Provide Nonswitched Local Exchange and Intrastate Interexchange Telecommunications Services to the Public within the State of Missouri and for Competitive Classification.
Case No. TA-97-342	In the Matter of the Application of Max-Tel Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.
Case No. TA-96-345	In the Matter of the Application of TCG St. Louis for a Certificate of Public Convenience and Necessity to provide Basic Local Telecommunication Services in those portions of St. Louis LATA No. 520 served by Southwestern Bell Telephone Company.
Case No. TO-97-397	In the Matter of the Petition of Southwestern Bell Telephone Company for a Determination that it is Subject to Price Cap Regulation Under Section 392.245 RSMo. (1996).
Case No. TC-98-337	Staff of the Missouri Public Service Commission, Complainant, vs. Long Distance Services, Inc., Respondent.
Case No. TO-99-227	Application of Southwestern Bell Telephone Company to Provide Notice of Intent to File an Application for Authorization to Provide In-Region InterLATA Services Originating in Missouri Pursuant to Section 271 of the Telecommunications Act of 1996.
Case No. TA-99-298	In the Matter of the Application of ALLTEL Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.
Case No. TO-99-596	In the Matter of the Access Rates to be Charged by Competitive Local Exchange Telecommunications Companies in the State of Missouri.
Case No. TO-99-483	In the Matter of an Investigation for the Purpose of Clarifying and Determining Certain Aspects Surrounding the Provisioning of Metropolitan Calling Area Service After the Passage and Implementation of the Telecommunications Act of 1996.

Case No. TO-2001-391	In the Matter of a further investigation of the Metropolitan Calling Area Service after the passage and implementation of the Telecommunications Act of 1996.
Case No. TO-2001-416	In the Matter of Petition of Fidelity Communications Services III, Inc. Requesting Arbitration of Interconnection Agreement Between Applicant and Southwestern Bell Telephone Company in the State of Missouri Pursuant to Section 252 (b)(1) of the Telecommunications Act of 1996.
Case No. TO-2001-467	In the Matter of the Investigation of the State of Competition in the Exchanges of Southwestern Bell Telephone Company.
Case No. TT-2002-129	In the Matter of AT&T Communications of the Southwest, Inc.'s Proposed Tariff to Establish a Monthly Instate Connection Fee and Surcharge.
Case No. TC-2002-1076	Staff of the Missouri Public Service Commission, Complainant, vs. BPS Telephone Company, Respondent.
Case No. TK-2004-0070	In the Matter of the Application of American Fiber Systems, Inc. for Approval of an Agreement with Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, Under the Telecommunications Act of 1996.
Case No. CO-2005-0066	In the Matter of the Confirmation of Adoption of an Interconnection Agreement with CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/ba CenturyTel by Socket Telecom, LLC
Case No. TO-2003-0257	In the Matter of the Request from the Customers in the Rockaway Beach Exchange for an Expanded Calling Scope to Make Toll-Free Calls to Branson
Case No. IO-2006-0086	Application of Sprint Nextel Corporation for Approval of the Transfer of Control of Sprint Missouri, Inc., Sprint Long Distance, Inc. and Sprint Payphone Services, Inc. From Sprint Nextel Corporation to LTD Holding Company.
Case No. LT-2006-0162	In the Matter of Tariff No. 3 of Time Warner Cable Information Services (Missouri), LLC, d/b/a Time Warner Cable.
Case No. TM-2006-0272	In the Matter of the Application for Approval of the Transfer of Control of Alltel Missouri, Inc. and the Transfer of Alltel Communications, Inc. Interexchange Service Customer Base.
Case No. TT-2006-0474	In the matter of McLeodUSA Telecommunications Services, Inc.'s Tariff Filing to Increase its Missouri Intrastate Access Rates.
Case No. TC-2007-0111	Staff of the Public Service Commission of the State of Missouri, Complainant, vs. Comcast IP Phone, LLC, Respondent.
Case No. TC-2007-0341	Socket Telecom, LLC, Complainant, vs. CenturyTel of Missouri, LLC and Spectra Communications Group, LLC, d/b/a CenturyTel, Respondents.

Case No. TC-2007-0307	In the Matter of CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/b/a CenturyTel Tariff Filings to Grandfather Remote Call Forward Services To Existing Customers and Existing Locations.
Case No. LC-2008-0049	Complaint of Charter Fiberlink-Missouri, LLC Seeking Expedited Resolution and Enforcement of Interconnection Agreement Terms Between Charter Fiberlink-Missouri, LLC and CenturyTel of Missouri, LLC.
Case No. TC-2008-0225	Socket Telecom, LLC, Complainant, vs. CenturyTel of Missouri, LLC and Spectra Communications Group, LLC, d/b/a CenturyTel.
Case No. TC-2012-0331	Halo Wireless, Inc. Complainant, v. Craw-Kan Telephone Cooperative, Inc. et. Al.