

Exhibit No. _____
Issues: General Terms and
Conditions, Issues 1, 2, 6; Appendix
Direct Issue 1; Interconnection
Trunking, Issue 1b; Intercarrier
Compensation, Issues 1a, 1b, 10
Witness: James R. Burt
Type of Exhibit: Rebuttal Testimony
Party: Sprint Communications
Company, L.P.
Case No. TO-2005-0336

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

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

Case No. TO-2005-0336

REBUTTAL TESTIMONY

OF

JAMES R. BURT

**ON BEHALF OF
SPRINT COMMUNICATIONS COMPANY L.P.**

MAY 19, 2005

**BEFORE THE PUBLIC SERVICE COMMISSION
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AFFIDAVIT OF JAMES R. BURT

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

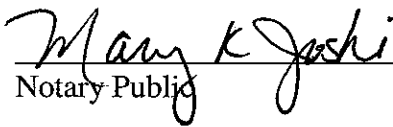
I, James R. Burt, being of lawful age and duly sworn, state the following:

1. I am currently Director - Regulatory Policy for Sprint Communications Company L.P.
2. I have participated in the preparation of the attached Rebuttal Testimony in question and answer form to be presented in the above entitled case;
3. The answers in the attached Rebuttal Testimony were given by me; and,
4. I have knowledge of the matters set forth in such answers and that such matters are true and correct to the best of my knowledge and belief.



James R. Burt

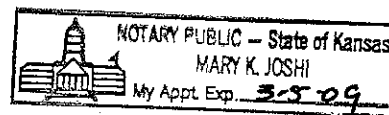
Subscribed and sworn to before me on this 19th day of May, 2005.



Notary Public

My Appointment Expires:

March 5, 2009



SECTION I – INTRODUCTION

1 **Q. Please state your name and address.**

2 **A. My name is James R. Burt. My business address is 6450 Sprint Parkway,**
3 **Overland Park, Kansas 66251.**

4
5 **Q. Are you the same James R. Burt that submitted direct testimony in this**
6 **docket on May 9, 2005?**

7 **A. Yes I am.**

8
9 **Q. What is the purpose of your testimony?**

10 **A. The purpose of my testimony is to rebut Southwestern Bell's (SBC) direct**
11 **testimony presented in this case by (a) Roman A. Smith, (b) Scott McPhee, (c)**
12 **Suzette Quate, (d) Jason Constable and (e) Sandra Douglas regarding the issues**
13 **related to (1) Sprint's ability to include traffic from the end users of service**
14 **providers Sprint has contracted with on Sprint's interconnection trunks with SBC**
15 **and (2) the appropriate intercarrier compensation for IP to PSTN and PSTN to IP**
16 **traffic (VoIP).**

17
18 **ITEM 1 - DEFINITION OF END USER**

19 **Q. Please describe the issue that relates to Sprint's ability to include traffic from**
20 **the end users of service providers Sprint has contracted with on Sprint's**
21 **interconnection trunks with SBC.**

1 **A.** The dispute between Sprint and SBC on this issue appears to be more complicated
2 that it needs to be from Sprint's perspective. The confusion stems from the fact
3 that the issue has been addressed by attempts to modify the definition End User
4 which appears multiple times throughout the interconnection agreement.

5

6 **Q.** **Please describe the relationship between Sprint and the other service**
7 **providers in the context of this issue.**

8 **A.** Sprint has entered into contractual relationships with cable companies whereby
9 Sprint provides all public switched telephone network (PSTN) interconnectivity
10 for end users of the cable companies.

11

12 **Q.** **What impact does the definition have upon Sprint?**

13 **A.** The definition as it is would prevent Sprint from including traffic, such that Sprint
14 would not be able to include traffic from the end users of service providers Sprint
15 has contracted with on Sprint's interconnection trunks with SBC.

16

17 **Q.** **Did the Direct Testimony of any of the SBC witnesses address the issue as**
18 **you have described it?**

19 **A.** Unfortunately not. SBC witnesses Smith, McPhee and Quate filed testimony on
20 the issues relative to this area of dispute, but their testimony did not address the
21 issue as I have described it.

1 **Q. How did SBC witness Smith address this issue?**

2 **A.**SBC witness Smith related the End User definition to unbundled network
3 elements (Smith Direct, page 35-42). Mr. Smith's concern was that Sprint would
4 use the End User definition to inappropriately purchase unbundled network
5 elements.

6
7 **Q. Are Mr. Smith's concerns valid as it relates to this issue?**

8 **A.**The issue of restrictions placed on unbundled network elements is addressed by
9 Sprint witness Mr. Maples. Sprint's attempt to resolve this first issue has nothing
10 to do with unbundled network elements.

11

12 **Q. How did SBC witness Mr. McPhee address this issue?**

13 **A.**SBC witness McPhee seems to relate the issue to traffic that is subject to
14 reciprocal compensation under Section 251(b)(5) of the Act (McPhee Direct,
15 pages 4-5). Mr. McPhee also relates the issue to what it claims is Sprint's
16 attempts to place wireless traffic on its interconnection trunks (McPhee Direct,
17 pages 70-71).

18

19 **Q. Are either of Mr. McPhee's concerns consistent with your view of this issue?**

20 **A.**No.

21

22 **Q. How did SBC witness Ms. Quate address this issue?**

23 **A.**SBC witness Quate relates this issue to SBC's Section 271 obligations.

1 **Q. Are Ms Quate’s concerns consistent with your view of this issue?**

2 **A. No.**

3

4 **Q. Do you think any of the issues testified to by SBC related to this issue should**
5 **be of concern to SBC based on the desired outcome of Sprint on this issue?**

6 **A. No.** As I have stated, Sprint’s is not attempting to impact any of the concerns
7 addressed in the testimony of SBC

8

9 **Q. Has Sprint proposed a definition of End User that, in your opinion, addresses**
10 **SBC’s concerns?**

11 **A. Yes.** Sprint has proposed the following definition for End User.

12 1.1.38 “End User” means a third-party residence or business that
13 subscribes to Telecommunications Services provided by any of the Parties
14 at retail or any of the Parties’ customers. As used herein, the term “End
15 User” does not include any of the Parties to this Agreement with respect to
16 any item or service obtained under this Agreement. Notwithstanding the
17 above, the Parties agree the End User definition cannot mean a CMRS
18 provider or interexchange carrier for the purpose of purchasing Unbundled
19 Network Elements for the exclusive provision of CMRS or interexchange
20 services.

21

22 **Q. Has SBC responded to Sprint’s new End User definition?**

23 **A. SBC** has not responded to the new End User definition as of the writing of this
24 Rebuttal Testimony.

1 **ITEM 2 - VoIP**

2 **Q. Please state your second unresolved issue.**

3 **A.** The second unresolved issue I'd like to describe deals with the intercarrier
4 compensation that applies to IP to PSTN and PSTN to IP traffic that is
5 jurisdictionally toll traffic.

6
7 **Q. What is Sprint's desired outcome for the IP to PSTN and PSTN to IP**
8 **intercarrier compensation issue?**

9 **A.** Sprint would like this Commission to ensure there is competitive neutrality on
10 issues as significant as the intercarrier compensation issue for VoIP traffic.
11 SBC's position is that switched access charges should apply to this type traffic
12 when the calls are jurisdictionally toll calls. In my Direct Testimony I stated that
13 Sprint was asking SBC to provide Sprint the same rates that it has agreed to with
14 Level 3 which are lower than switched access charges. Sprint's goal of ensuring
15 competitive neutrality can also be accomplished by ensuring Sprint and SBC
16 implement language consistent with the decision this Commission makes for all
17 parties to this arbitration proceeding.

18
19 **Q. Which SBC witnesses addressed the issue related to the appropriate**
20 **intercarrier compensation for IP to PSTN or PSTN to IP traffic.**

21 **A.** SBC witnesses Sandra Douglas and Jason Constable addressed this issue.

1 **Q. How did SBC witness Mr. Constable address this issue?**

2 **A.**Mr. Constable focused on whether Sprint had the right to the terms and conditions
3 SBC and Level 3 agreed upon. He stated that Sprint was attempting to “pick and
4 choose” portions of an agreement (Constable Direct, pages 24-25).

5

6 **Q. Was it Sprint’s intent to “pick and choose” portions of an agreement**
7 **beneficial to Sprint, but not accept the balance of the SBC and Level 3**
8 **agreement?**

9 **A.**No. As I stated in my Direct Testimony and above, Sprint’s goal is to maintain
10 competitive neutrality relative to the issue of intercarrier compensation for IP
11 traffic.

12

13 **Q. How did SBC witness Ms. Douglas address this issue?**

14 **A.**In essence, Ms. Douglas said that access charges should apply to IP traffic that
15 doesn’t originate and terminate within the local calling area (Douglas Direct,
16 pages 6-9).

17

18 **CONCLUSION**

19 **Q. Please summarize your Rebuttal Testimony.**

20 **A.**Sprint and SBC have a dispute related to whether Sprint has the right to place
21 local traffic of a service provider Sprint has entered into a business relationship
22 with on Sprint’s interconnection trunks with SBC. In other words, does Sprint
23 have the right to place local traffic originated by a cable customer onto the

1 interconnection facilities connecting Sprint with SBC? Unfortunately, this issue
2 has been transformed into several different issues that are not relevant to the issue
3 as Sprint defines it. By addressing this issue as Sprint has defined it will give
4 Sprint the right to include the traffic of another service provider on its
5 interconnection trunks will allow the cable companies to enter the market and
6 provide a facilities based competitive alternative. An innovative facilities based
7 market entry model of this type is consistent with good telecom policy and is in
8 the public interest.

9
10 With respect to the VoIP intercarrier compensation issue, Sprint wants to avoid a
11 situation whereby Sprint is disadvantaged relative to other carriers. If a
12 competitor of Sprint's has the ability to terminate VoIP traffic at a particular rate
13 based on a negotiated agreement, Sprint wants those same rates. Requiring SBC
14 and Sprint to adopt the terms of the agreement SBC has reached with Level 3 or
15 terms consistent with how this Commission decides the issue of IP intercarrier
16 compensation in this proceeding will result in Sprint not being placed at a
17 competitive disadvantage relative to other competitive carriers.

18

19 **Q. Does this conclude your testimony?**

20 **A. Yes.**