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Witness: Jason Constable
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Sponsoring Party: Southwestern Bell
Telephone, L.P., d/b/a
SBC Missouri
Case No: TO-2005-0336

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

CASE NO. TO-2005-0336

REBUTTAL TESTIMONY
OF
JASON CONSTABLE

Dallas, Texas
May 19, 2005

In the Matter of Southwestern Bell Telephone, L.P.,)
d/b/a SBC Missouri's Petition for Compulsory) Case No. TO-2005-0336
Arbitration of Unresolved Issues for a Successor)
Agreement to the Missouri 271 Agreement ("M2A"))

STATE OF TEXAS)
COUNTY OF DALLAS)

1. My name is Jason Constable. I am presently Area Manager-Switching/Emerging Technology for SBC Operations, Inc.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.


Jason Constable

Subscribed and sworn to before me this 16th day of May, 2005.

Janetline D. Grim
Notary Public

My Commission Expires: 6-20-06



TABLE OF CONTENTS

	<u>Page</u>
I. Introduction.....	1
II. Executive Summary.....	1
III. PSTN-IP-PSTN and IP-PSTN Issues.....	2
A. Rebuttal of AT&T Witness Schell (IC Issues 1b, 1c, & 7) (NIA Issue 18a).....	3
B. Rebuttal of MCIIm Witness Price (NIM/ITR Issue 28) (IC Issues 15 & 17).....	9
C. Rebuttal of CLEC Coalition Witness Krabill (IC Issue 15).....	10
D. Rebuttal of Sprint Witness Burt (NIM/ITR Issue 10).....	12
E. Rebuttal of Navigator Witness Ledoux (ITR Issue 1)	12
IV. LIDB and CNAM Download Issues (MCIIm LIDB Issue 1 and MCIIm CNAM Issue 1).....	13
V. CLEC Coalition UNE Issue 64.....	13
VI. SS7 Issues (Xspedius NIA Issue 12) (MCIIm SS7 Issue 1) (Charter GT&C Issue 5).....	13
VII. Emergency Restoration Issue (CLEC Coalition UNE Issue 70).....	16

1 **I. INTRODUCTION**

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

3 A. My name is Jason Constable. My business address is Three SBC Plaza, 308 South
4 Akard, Room 720, Dallas Texas 75202.

5 **Q. ARE YOU THE SAME JASON CONSTABLE THAT FILED DIRECT**
6 **TESTIMONY IN THIS PROCEEDING?**

7 A. Yes, I am.

8 **Q. PLEASE LIST THE ISSUES YOU DISCUSSED IN YOUR DIRECT TESTIMONY**
9 **THAT HAVE BEEN SETTLED.**

10 A. The following issues have been settled: MCI¹ LIDB Issue 1 and MCI¹ CNAM Issue 1,
11 Charter GT&C Issue 45, and Sprint ITR Issue10.

12

13 **II. EXECUTIVE SUMMARY**

14 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

15 A. My testimony makes clear that of the various parties' testimony on IP-PSTN¹ and PSTN-
16 IP-PSTN traffic, only SBC's position reflects the FCC's technology neutral rules on this
17 issue. Further, it is the position that best comports with this Commission's
18 determinations that "any IP-enabled service that connects to the public switched
19 network...should be treated similarly."² And that "[t]o the extent an IP-enabled call
20 connects with and utilizes the public switched network, the traffic should be subject to
21 access charges absent further determination by the [FCC] in the unified intercarrier

¹ Public Switched Telephone Network ("PSTN")

² *IP-Enabled Services NPRM*, Comments of the Public Service Commission of the State of Missouri, p. 8.

1 compensation regime docket.”³ The CLECs attempt to argue that the Enhanced Service
2 Provider (“ESP”) exemption exempts them from access charges for IP-PSTN and PSTN-
3 IP-PSTN traffic. However, such a position is contrary to the FCC rules. Although
4 CLECs may have ESP affiliates, they themselves are not ESPs, as required by the ESP
5 exemption. Further, IP-PSTN and PSTN-IP-PSTN traffic is not ESP-bound as required
6 by the ESP exemption, but is instead PSTN-bound. Moreover, the ESP exemption only
7 applies when the PSTN is used as the link between the ESP and ESP end user, which in
8 the case of IP-PSTN traffic is typically provided by a broadband connection and not a
9 local interconnection trunk as CLECs confuse. In addition to confusing the application of
10 the ESP exemption, CLECs also confuse its end results. For example, AT&T agrees that
11 under certain circumstances the ESP exemption allows ESPs to be treated as an end user,
12 but end users do not pay/receive reciprocal compensation or use local interconnection
13 trunks, which AT&T, and other CLECs, seek to receive here.

14 Further, while CLECs claim that all IP-PSTN services are information services (a
15 position which the FCC has not reached), they provide no basis for their claim that such
16 traffic is subject to reciprocal compensation, when the FCC has expressly exempted
17 information access from the reciprocal compensation regime.

18 In short, every CLEC argument presented before this Commission on these issues
19 fails miserably to lay out a logical argument that can withstand close scrutiny. The
20 CLECs’ position is simply contrary to the applicable FCC rules and should be rejected.

³ Id., p. 12.

1 Last, my testimony demonstrates that Xspedius' attempts to require SBC to pay
2 for SS7 services that Xspedius receives from a third party is inappropriate.

3
4 **III. IP-PSTN AND PSTN-IP-PSTN ISSUES**

5 **Q. DID ANY WILTEL WITNESS FILE TESTIMONY ON THESE ISSUES?**

6 A. No. WilTel did not file any testimony on these issue (WilTel ITR Issue 3a and IC Issue
7 5b), or any other issues.

8
9 **A. REBUTTAL OF AT&T WITNESS JOHN SCHELL**

10 **AT&T Intercarrier Compensation (IC) Issue 1b & 1c:**

11 **AT&T Network Architecture/Interconnection (NIA) Issue 18:**

12 *What is the proper routing, treatment, and compensation for Switched Access*
13 *Traffic including, without limitation, any PSTN-IP-PSTN Traffic and IP-PSTN*
14 *Traffic?*

15
16 **Q. DOES MR. SCHELL'S TESTIMONY ACCURATELY PORTRAY SBC'S**
17 **POSITION ON PSTN-IP-PSTN AND IP-PSTN TRAFFIC?**

18 A. No. Mr. Schell's testimony states "SBC contends that all IP Enabled Traffic is nothing
19 more than access traffic and should be treated as such"⁴. SBC's true position is, and has
20 always been, that all traffic that terminates to the PSTN should be treated the same for
21 purposes of intercarrier compensation, regardless of whether it originates from the PSTN
22 or an IP network. If that traffic originates and terminates in the same local calling area
23 then the traffic should be subject to reciprocal compensation. If the traffic originates and
24 terminates in different exchanges then it should be subject to access charges. Such a

⁴ Direct Testimony of John D. Schell, Page 101, lines 18-20.

1 position is consistent with current federal rules for reciprocal compensation, as well as
2 SBC's comments in the *IP-Enabled Services NPRM*. SBC has repeatedly corrected Mr.
3 Schell in testimony in various other states, but he continues to assert the same inaccurate
4 statements.

5 **Q. DO YOU AGREE WITH AT&T THAT ITS CALL VANTAGE™ SERVICE IS AN**
6 **INFORMATION SERVICE?**

7 A. Although the FCC has yet to reach a decision on this issue and, therefore, it is
8 inappropriate to reach such a conclusion here, SBC believes IP-Enabled Services such as
9 AT&T's Call Vantage™ Service (as represented on page 105 of Mr. Schell's direct
10 testimony) are information services and has advocated such a ruling from the FCC.
11 However, information services are not excused from the obligation to pay access charges
12 unless specifically exempted from doing so.

13 **Q. IF AT&T'S CALL VANTAGE™ SERVICE IS AN INFORMATION SERVICE**
14 **DOES THAT MEAN THEY SHOULDN'T PAY ACCESS CHARGES FOR**
15 **TRAFFIC THAT TERMINATES TO THE PSTN?**

16 A. No. Regardless of whether the end user on the IP side of an IP-PSTN call receives an
17 information service or not, the end user on the PSTN side receives nothing more than a
18 traditional telecommunications call for which appropriate compensation is due.
19 Terminating traffic to the PSTN is a telecommunications service regardless of how the
20 call originated or the status of the provider delivering the traffic to the PSTN (i.e. CLEC
21 or ESP). As explained further in my direct testimony, the FCC ruled that Enhanced
22 Service Providers are indeed users of access services.⁵

⁵ Petitions for Reconsideration of MTS and WATS Market Structure, Memorandum Opinion and Order, 97 F.C.C. 2d 682, ¶ 78 (1983).

1 **Q. DO YOU AGREE WITH AT&T'S ASSERTION THAT ITS SERVICES ARE**
2 **COVERED UNDER THE ESP EXEMPTION?**

3 A. No. The ESP exemption does not apply to IP-PSTN traffic. The ESP exemption merely
4 applies to situations where AT&T (when it provides enhanced services) uses SBC's local
5 exchange facilities as a link between AT&T's end user subscriber and AT&T the ESP,
6 and once the traffic reaches AT&T, it is "connect[ed] . . . to another service or facility"
7 (MTS/WATS Market Structure Order, ¶ 78) and SBC's local exchange facilities are out
8 of the picture. When a carrier provides IP-PSTN services (like AT&T's Call Vantage™),
9 however, the link between the carrier's subscriber and the carrier is provided by a
10 broadband connection.⁶ SBC's local exchange facilities come into the picture after the
11 traffic is sent from the carrier's subscriber to its carrier, when the carrier delivers the
12 traffic to SBC for termination on the PSTN. This is a completely different situation, and
13 a completely different use of SBC's local exchange facilities, than that addressed by the
14 ESP exemption. Unlike the situation addressed by the ESP exemption, where an ESP's
15 subscriber uses SBC's local exchange facilities to connect to its ESP, here (1) the
16 carrier's customer does not use the PSTN to connect to the carrier, but uses a broadband
17 connection, and (2) the carrier uses SBC's local exchange facilities as a link between the
18 carrier and a third party end user (not the carrier's VoIP service subscribers) to whom an
19 IP-PSTN call terminates, or who originates a PSTN-IP call to the carrier's VoIP service
20 end user. My direct testimony more fully addresses the correct application of the ESP

⁶ "AT&T's Call Vantage Service requires the customer to acquire the broadband transmission service. . . to establish the connection via a preexisting connection to the Internet." Direct testimony of John Schell P 105, lines 4 – 7.

1 exemption, as well as describes additional reasons why the ESP exemption does not
2 apply to IP-PSTN services.

3 **Q. PLEASE RESPOND TO MR. SCHELL’S TESTIMONY [P. 110] THAT THERE IS**
4 **NO BASIS FOR LIMITING THE SCOPE OF THE ESP EXEMPTION.**

5 A. Mr. Schell’s testimony states: “SBC’s assertion that the ESP exemption only applies
6 when an enhanced service provider is communicating with its own end users, (when a
7 call is being sent to the ESP from the ESP’s customer), is simply not supportable and
8 has never been applied in such a narrow manner.”⁷ However, the FCC’s Orders are clear
9 that the ESP exemption only excuses ESPs from paying access charges when they “use
10 incumbent LEC networks to receive calls from their customers.”⁸

11 **Q. DOES MR. SCHELL ARGUE THAT THE ESP EXEMPTION ALLOWS ESPS TO**
12 **BE TREATED AS AN END USER OR A CLEC?**

13 A. Mr. Schell argues for both. On one hand, Mr. Schell correctly notes that in limited
14 circumstances, under the ESP exemption “enhanced service providers are defined as end
15 users for purposes of access charge rules and end users are in turn entitled to purchase
16 local business lines, such as ISDN PRIs.”⁹ Yet, end users are not entitled to reciprocal
17 compensation as Mr. Schell asserts and end users do not use local interconnection trunks
18 as AT&T also proposes.¹⁰ Further, if AT&T is before this Commission as an ESP (as
19 would be required to benefit from the ESP exemption), then this Commission should

⁷ Direct Testimony of John D. Schell, Page 110, lines 3-6.

⁸ *Access Charge Reform*, CC Docket No. 96-262, First Report and Order, 12 FCC Rcd 15982 ¶ 343 (1997).

⁹ Mr. John D. Schell Direct Testimony, P 110, lines 7-9.

¹⁰ Mr. John D. Schell Direct Testimony, P. 101-102. “AT&T’s IP Enabled Services Traffic. . . falls within the scope of the Enhanced Services Exemption and can be routed over interconnection trunks, and is subject to reciprocal compensation”.

1 dismiss AT&T from this arbitration as the Act does not contemplate interconnection
2 agreements between ILECs and ESPs (or end users). Once dismissed, AT&T can
3 properly act as an end user and purchase SBC's retail end user products.

4 **Q. MR. SCHELL'S TESTIMONY [P. 142] STATES THAT "SBC'S PROPOSAL**
5 **WOULD REQUIRE THAT THE PARTIES ESTABLISH UNIQUE ESP TRAFFIC**
6 **TRUNK GROUPS." IS THIS THE CASE?**

7 A. No. To the extent AT&T is obligated to establish a separate trunk group for its
8 interLATA traffic and a separate trunk group for its local and intraLATA toll traffic,
9 SBC's proposal allows AT&T to use those same trunk groups for its IP-PSTN and PSTN-
10 IP-PSTN traffic as well. IP-PSTN and PSTN-IP-PSTN traffic that is local or intraLATA
11 toll in nature would route over their existing trunk groups for local and intraLATA toll
12 traffic. IP-PSTN and PSTN-IP-PSTN traffic that is interLATA in nature would be
13 terminated over the same AT&T trunk groups that terminate its other interLATA traffic.
14 A separate trunk group for what AT&T calls ESP traffic would not be necessary, and
15 SBC's language does not impose such a requirement.

16 **Q. AT&T SUGGESTS THAT ITS PROPOSED FACTOR METHOD PROVIDES A**
17 **REASONABLE AND STATISTICALLY VALID METHOD TO RATE TRAFFIC.**
18 **HOW DO YOU RESPOND?**

19 A. Allowing AT&T to self report what percentage of its traffic is IP Traffic is problematic
20 for at least three reasons. First, SBC has obvious concerns with allowing AT&T, or any
21 other CLEC, to self determine the traffic for which it will or will not pay access charges.
22 Because AT&T is using SBC Missouri's product to terminate traffic, AT&T should be
23 required to pay for that use just like any other provider sending TDM traffic to the PSTN.
24 Second, as Mr. Schell identifies "[I]t is not possible to identify IP Traffic in the signaling

1 stream.”¹¹ Once traffic reaches the PSTN, there is no way to determine how many times,
2 if any, that traffic was converted to or from IP format, and therefore all traffic, regardless
3 of PSTN or IP origination is treated the same. Indeed, as the FCC stated in the IP-
4 Enabled Services NPRM,

5 As a policy matter, we believe that any service provider
6 that sends traffic to the PSTN should be subject to similar
7 compensation obligations, irrespective of whether the
8 traffic originates on the PSTN, on an IP network, or on a
9 cable network. We maintain that the cost of the PSTN
10 should be borne equitably among those that use it in similar
11 ways.¹²
12

13 Third, AT&T’s proposed Section 9.1 language seeks to apply such a factor to what
14 AT&T calls “Enhanced and IP Enabled Traffic.” The over breadth of AT&T’s proposal
15 is highlighted by Mr. Schell’s definition of IP Enabled Services Traffic as “includes, but
16 is not limited to services and applications that rely on internet protocol for all or part of
17 the transmission of a call.”¹³ This definition would include PSTN-IP-PSTN traffic,
18 which the FCC made abundantly clear is a telecommunications service, subject to access
19 charges. Additionally, by including, but not limiting such traffic to the use of IP format
20 AT&T’s definition could include virtually any imaginable form of traffic. SBC witness
21 Sandra Douglas explains additional reasons why AT&T’s proposal should be rejected in
22 her testimony.

23 **Q. PLEASE RESPOND TO MR. SCHELL’S TESTIMONY [P. 145] STATING THAT**
24 **THE INDUSTRY HAS ACCEPTED THAT CPN IS NOT AN APPROPRIATE**
25 **WAY TO JURISDICTIONALIZE IP ENABLED CALLS.**

¹¹ Direct testimony of John Schell P 147 lines 6-7.

¹² *IP-Enabled Services NPRM*, WC Docket 04-36, ¶ 61.

¹³ Direct testimony of John D. Schell, page 102 lines 4-6.

1 A. On May 19th, 2004, the Ordering and Billing Forum (“OBF”) did accept an AT&T
2 offered issue regarding identifying IP originated traffic for intercarrier compensation
3 purposes (OBF Issue 2776). However, the issue only attempted to evaluate a means to
4 identify a call as IP originated and was not represented as an issue to determine
5 alternative means for jurisdictionalizing IP-PSTN traffic as represented by Mr. Schell’s
6 testimony. Also, as a procedural matter, the issue has to be accepted before the issue can
7 be discussed, and does not mean that all parties agree or disagree that CPN should not
8 continue to be used. Further, the idea of using a factor to identify IP originated calls (as
9 proposed by AT&T and MCIm in this arbitration) was discussed and rejected in this
10 issue. In a year’s time on this matter, the issue remains open and the industry has yet to
11 agree on any improvement over the current use of CPN.

12 **B. REBUTTAL OF MCIM WITNESS DON PRICE**

13 **MCIm Interconnection Trunking Requirements (NIM/ITR) Issue 28:**

14 **MCIm Reciprocal Compensation (IC) Issue 15:**

15 **MCIm Reciprocal Compensation (IC) Issue 17:**

16 *What is the proper routing, treatment, and compensation for Switched Access*
17 *Traffic including, without limitation, any PSTN-IP-PSTN Traffic and IP-PSTN*
18 *Traffic?*

19
20 **Q. PLEASE SUMMARIZE MR. PRICE’S TESIMONY.**

21 A. Mr. Price doesn’t address these issues with much detail or specificity. However, Mr.
22 Price does make the following assertion that is incorrect and should be clarified. “SBC
23 may not impose intrastate access charges on VoIP traffic that otherwise appears to be
24 “intrastate”.”¹⁴ It’s apparent from Mr. Price’s testimony that he reaches this conclusion

¹⁴ Direct testimony of Don Price, page 102 lines 11-12.

1 via a gross misinterpretation of the Vonage Order.¹⁵ The Vonage Order did state that
2 services similar to Vonage’s Digital Voice™ service were interstate services. Yet, the
3 FCC’s Order is very clear that it only applies to the narrow issue of “certification,
4 tariffing or other related requirements as conditions to offering Digital Voice™ in that
5 state.”¹⁶ The FCC specified that this Order in no way changes the current compensation
6 regime or the role that states play in such matters (such as applying intrastate access
7 charges).¹⁷ In fact, Commissioner Copps’ concurring statement in that Order warned
8 parties not to interpret this order beyond the narrow issue that it addressed, as MCIIm does
9 here.

10 **Q. ARE THERE ADDITIONAL PROBLEMS ASSOCIATED WITH MR. PRICE’S**
11 **TESTIMONY?**

12 A. Yes. Mr. Price fails to articulate key arguments necessary to justify MCIIm’s position on
13 this issue. For example, although Mr. Price erroneously attempts to explain why
14 intrastate access charges should not apply to IP-PSTN services, he never explains why
15 interstate access charges should not apply. Further, he does not explain how MCIIm
16 reaches the conclusion that IP-PSTN calls should be exclusively subject to reciprocal
17 compensation despite the fact that the Telecommunications Act prohibits such an
18 arrangement.¹⁸

¹⁵ Memorandum Order and Opinion, *In re Vonage Holdings Corporation Petition for Declaratory Ruling Concerning an Order of the Minnesota Public Utilities Commission*, WC Docket 03-211.

¹⁶ *Id.* ¶ 46.

¹⁷ *Id.*

¹⁸ Section 251 (b)(5) regarding reciprocal compensation applies to telecommunications traffic “except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access.” See Constable Direct P. 22, lines 7-19.

1 **C. REBUTTAL OF CLEC COALITION WITNESS NANCY KRABILL**

2 **CLEC Coalition Intercarrier Compensation (IC) Issue 15:**

3 *What is the proper routing, treatment, and compensation for*
4 *Switched Access Traffic including, without limitation, any*
5 *PSTN-IP-PSTN Traffic and IP-PSTN Traffic?*
6

7 **Q. PLEASE SUMMARIZE MS. KRABILL’S TESTIMONY ON THIS ISSUE.**

8 A. Ms. Krabill’s testimony is centered around the mistaken premise that SBC’s language is
9 based solely on AT&T’s Phone-to-Phone IP Telephony Order. However, in that Order
10 the FCC didn’t create new rules for PSTN-IP-PSTN traffic, rather it made clear that the
11 current rules for access charges apply equally. The FCC did this not to create rules but to
12 “clarify that, under the current rules, the service that AT&T describes is a
13 telecommunications service upon which interstate access charges may be assessed.”¹⁹
14 The FCC’s rules for intercarrier compensation are technology neutral, and access charges
15 are due on interexchange IP-PSTN and PSTN-IP-PSTN traffic, just as they are due for
16 interexchange circuit-switched traffic. In a separate Order, the FCC plainly stated that
17 “[o]ur intent was to apply these carriers’ carrier charges to interexchange carriers, and to
18 all resellers and enhanced service providers”²⁰ CLECs attempt to wiggle out of this
19 clear precedent by attempting to argue that the ESP exemption excuses them from this
20 obligation. However, as I’ve previously testified, the ESP exemption does not apply to
21 either PSTN-IP-PSTN traffic or IP-PSTN traffic.

22 **Q. MS. KRABILL STATES [P. 14] THAT SBC’S PROPOSAL GOES BEYOND THE**
23 **APPLICABLE STATUS QUO IN FOUR WAYS. HOW DO YOU RESPOND?**

24 A. The first two “ways” that Ms. Krabill describes suffer from the same misconceptions that
25 I’ve already addressed. Ms. Krabill’s third rationale concerns trunking arrangements.

¹⁹ *In the Matter of Petition for Declaratory Ruling that AT&T’s Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361, Order (rel. April 21, 2004, ¶ 1.

1 Simply put, proper trunking is required for proper billing as SBC witnesses Chris Read
2 and Sandra Douglas testify. The fourth claim is a misinterpretation of the AT&T's
3 Phone-to-Phone IP Telephony Order itself, as Ms. Krabill states that intrastate access
4 charges cannot be assessed on PSTN-IP-PSTN services as the FCC supposedly declared
5 it an "interstate interexchange service"²¹

6 **Q. DID THE FCC RULE THAT PSTN-IP-PSTN TRAFFIC IS STRICTLY AN**
7 **INTERSTATE INTEREXCHANGE SERVICE?**

8 A. No, and frankly such an argument is ridiculous. First, the FCC didn't create any rules,
9 they just clarified that the current rule, namely 47 C.F.R. § 69.5(b), applies. In doing so,
10 the FCC applied interstate access charges, per the scope of its jurisdiction, and further
11 recognized that states also have the right to apply intrastate access charges and "that some
12 states mirror federal rules in assessing intrastate access charges; therefore, our decision
13 may affect intrastate access charges in those states."²² If Ms. Krabill were correct in her
14 interpretation of the Order, that would mean that SBC could collect interstate access
15 charges on all PSTN-IP-PSTN traffic, even such traffic that would originate and
16 terminate in the same local exchange.

17
18 **D. REBUTTAL OF SPRINT WITNESS JAMES BURT**

19 **Sprint Interconnection Trunking Requirements (NIM/ITR) Issue 10:**

20 *What is the proper routing, treatment, and compensation for*
21 *Switched Access Traffic including, without limitation, any*
22 *PSTN-IP-PSTN Traffic and IP-PSTN Traffic?*

²⁰ MTS/WATS Market Structure Order ¶ 76 (emphasis added).

²¹ Direct testimony of Ms. Krabill P. 16, line 12.

²² *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361, Order (rel. April 21, 2004, footnote 61).

1 **Q. HAS THIS ISSUE BEEN SETTLED?**

2 A. Yes, this issue has been settled and therefore I have no rebuttal.

3 **E. REBUTTAL OF NAVIGATOR WITNESS KENRICK LEDOUX**

4 **Navigator Interconnection Trunking Requirements (ITR) Issue 1:**

5 *What is the proper routing, treatment, and compensation for Switched Access*
6 *Traffic including, without limitation, any PSTN-IP-PSTN Traffic and IP-PSTN*
7 *Traffic?*

8
9 **Q. DO YOU HAVE ANY REBUTTAL FOR MR. LEDOUX?**

10 A. No. Mr. Ledoux filed very limited testimony on this issue and I have no additional
11 rebuttal beyond what I have provided in response to the other CLEC witnesses on similar
12 issues.

13

14 **IV. LIDB & CNAM DOWNLOAD ISSUES**

15

16 **MCIm CNAM Issue 1:**

17 *Is SBC MISSOURI required to provide a bulk download of the*
18 *CNAM database in addition to per query CNAM access?*

19 **MCIm LIDB Issue 1:**

20 *Should SBC MISSOURI be obligated to provide access to LIDB*
21 *pursuant to Section 251(b)(3) of the Act?*

22 **Q. HAVE THESE ISSUES BEEN SETTLED?**

23 A. Yes. MCIm has withdrawn its position and language on these issues.

24

25 **V. CLEC COALITION UNE ISSUE 64**

26

27 **CLEC Coalition UNE Issue 64:**

28 *With the TRRO's removal of access to local switch ports, is UNE call-related*
29 *database language (except for 911/E911) necessary in this ICA?*

30

31 **Q. DO YOU HAVE ANY REBUTTAL ON THIS ISSUE?**

1 A. No. The CLEC Coalition's witnesses did not appear to address this issue, and therefore I
2 have no rebuttal.

3
4
5 **VI. SS7 ISSUES**
6

7 **Charter GT&C Issue 45:**

8 *Is the reference to Appendix NIM and ITR appropriate regarding interswitch*
9 *calls originating from a ULS port?*

10 **Xspedius Network Interconnection Architecture Appendix Issue 12:**

11 *Should the agreement address the processes that apply if the parties*
12 *agree to utilize existing signaling interconnection trunking?*

13 **MCIIm SS7 Issue 1:**

14 *Under what circumstances should SBC MISSOURI be required to provide*
15 *SS7 signaling to MCIIm?*
16

17 **Q. WHICH PARTIES TESTIMONY ARE YOU OFERING REBUTTAL ON?**

18 A. My rebuttal is limited to Xspedius witness James Falvey. Charter issue 45 has been
19 settled, and SBC witness Carol Chapman will file rebuttal on MCIIm's witness Don
20 Price's direct testimony on this issue.

21 **Q. DOES XSPEDIUS' WITNESS MR. FALVEY CONFUSE THIS ISSUE WITH**
22 **OTHER ISSUES IN THIS ARBITRATION?**

23 A. Yes. Mr. Falvey's direct testimony is riddled with references to trunking and trunking
24 compensation.²³ However, SS7 signaling, which is what this issue deals with, does not
25 route over trunks, but routes over A-links, and B/D quad links, and as a result, most of
26 Mr. Falvey's testimony is either wrong or inapplicable to this issue. For example, to the
27 extent that Mr. Falvey proclaims "SBC should compensate Xspedius for its proportionate

²³ Direct Testimony of James C. Falvey, pages 21-23.

1 share of those interconnection trunks,”²⁴ Xspedius should offer such testimony in an
2 issue dealing with the compensation for interconnection trunks, and not the SS7 signaling
3 issue that is represented here in issue NIA 12. Additionally, the issue of SS7 signaling
4 has nothing to do with paying for the transport of traffic from a Point of Interconnection
5 (“POI”)²⁵ to an Xspedius switch, as Mr. Falvey also confuses.²⁶

6 **Q. CAN YOU ELABORATE ON HOW SS7 MESSAGES ARE PROPERLY**
7 **EXCHANGED BETWEEN THE TWO PARTIES?**

8 A. Yes. An SS7 message from SBC to Xspedius would start at the SBC end office switch
9 and be sent over A-links to the appropriate SBC Signal Transfer point (“STP”) pair. The
10 SS7 call setup message would then be sent over B/D quad links to the Xspedius STP pair,
11 where it is then terminated to the Xspedius end office over Xspedius provided A-links.
12 A-links connect end offices, and other network elements, to STPs. B/D quad links
13 connect pairs of STPs together. B/D quad links do not connect STPs and switches
14 together, as stated incorrectly by Mr. Falvey.²⁷ STPs are network elements that route SS7
15 messages to connect and disconnect the voice trunks between end office switches. They
16 are also used to query various SS7 databases, such as 800, Calling Name (“CNAM”),
17 Line Information Database (“LIDB”) and the Advanced Information Network (“AIN”).

18 **Q. WHAT OBLIGATIONS DOES XSPEDIUS SEEK TO IMPOSE ON SBC?**

19 A. Xspedius’ language bluntly states: “If the parties agree to utilize the existing signaling
20 interconnection trunking that is provided by CLEC/XSPEDIUS, SBC Missouri will

²⁴ Direct Testimony of James C. Falvey, page 21, lines 20-21.

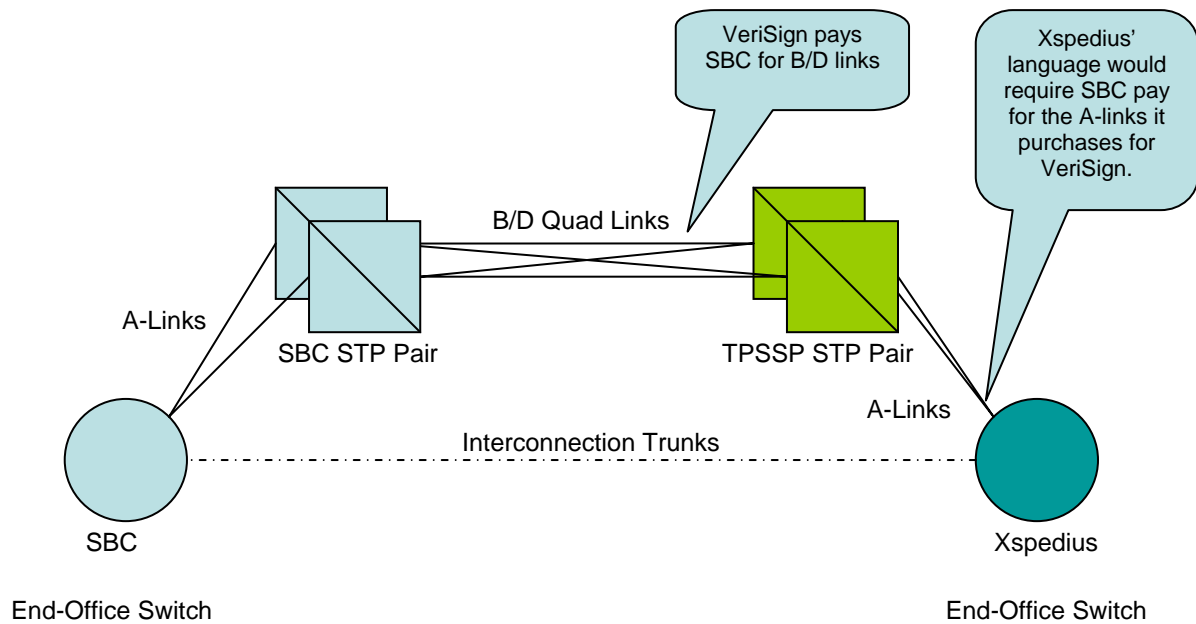
²⁵ POI is defined in the Direct Testimony of SBC witness James Hamiter, page 6, lines 17-21.

²⁶ Direct Testimony of James C. Falvey, page 21, lines 15-16.

1 compensate CLEC/XSPEDIUS for its proportionate share of the use of these
2 interconnection trunks. In addition SBC Missouri will pay 100% of the charge for the
3 Xspedius STP port associated with the Xspedius end of the D-link.”²⁸ However, SBC
4 reviewed its internal records and determined that Xspedius’ existing signaling is being
5 provided by the Third Party SS7 Service Provider (“TPSSP”) VeriSign in Missouri.
6 VeriSign purchases its B/D quad links from SBC Missouri’s tariff, and then sells the use
7 of those links to other providers. The cost and compensation that VeriSign charges to
8 Xspedius, should not be of any concern to SBC Missouri, nor should SBC Missouri be
9 required to compensate Xspedius for the costs that VeriSign might charge. Essentially
10 then, it seems that Xspedius’ proposal seeks to require SBC to pay for Xspedius’
11 expenses that it pays to VeriSign for SS7 services. This is not a requirement of any FCC
12 rule that I am aware of, and should be rejected by this Commission. If Xspedius’
13 language is approved, then Xspedius could purchase SS7 services from TPSSPs at
14 inflated prices since SBC would be required to reimburse Xspedius for those expenses.
15 A diagram illustrating this is below.

²⁷ Direct Testimony of James C. Falvey, page 22, lines 2-3.

²⁸ Attachment NIA Xspedius proposed Section 2.9 language.



VII. EMERGENCY RESTORATION ISSUES

CLEC Coalition UNE Issue 70:

Should the Attachment ensure that SBC's Emergency Restoration Plan will include methods and procedures for mobile restoration equipment, in accordance with accepted guidelines?

Q. ARE YOU OFFERING REBUTTAL ON THIS ISSUE?

A. No. Although CLEC Coalition witness John Ivanuska briefly addressed this issue, I have nothing more to add. SBC Missouri continues to maintain that it is appropriate to update the Emergency Restoration Plan to remove references to documents that are no longer controlling.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.