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Witness: Mark Neinast
Type of Exhibit: Direct
Sponsoring Party: Southwestern Bell Telephone
Company, d/b/a AT&T Missouri
Case No.: TC-2012-0284

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Data Center
Missouri Public
Service Commission

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

Case No. TC-2012-0284

**Direct Testimony of Mark Neinast
On Behalf of AT&T Missouri**

September 28, 2012

AT&T Exhibit No. 1
Date 1-08-13 Reporter xf
File No. TC-2012-0284

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


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

AFFIDAVIT OF MARK NEINAST

COUNTY OF COLLIN)	
)	SS
STATE OF TEXAS)	

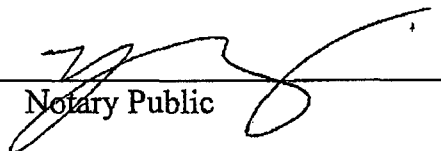
I, Mark Neinast, of lawful age, being duly sworn, depose and state:

1. My name is Mark Neinast. I am Associate Director - Network Regulatory for AT&T Services, Inc.
2. Attached hereto and made a part hereof for all purposes is my Direct 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.



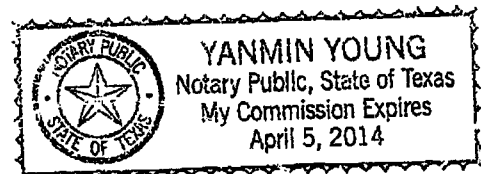
Mark Neinast

Sworn and subscribed to before me this 27th day of September, 2012.



Notary Public

My Commission Expires: 04/05/2014



1 **I. INTRODUCTION**

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

3 A. My name is Mark Neinast. My business address is 2701 N. Central Expressway,
4 Richardson, Texas 75080.

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

6 A. I am an Associate Director – Network Regulatory in AT&T's Network Planning and
7 Engineering Department.

8 **Q. FOR WHICH PARTY ARE YOU PROVIDING THIS TESTIMONY?**

9 A. Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("AT&T Missouri").

10 **Q. PLEASE DESCRIBE YOUR JOB RESPONSIBILITIES.**

11 A. My primary responsibility is to represent various AT&T operating companies in the
12 development of network policies, procedures, and plans from a technical and regulatory
13 perspective. I assist in developing corporate strategy associated with 9-1-1,
14 interconnection, switching, Signaling System 7 ("SS7"), call-related databases, and
15 emerging technologies such as Internet Protocol ("IP")-based technologies and services.
16 I am also responsible for representing the company's network organization in
17 negotiations, arbitrations, and disputes with Competitive Local Exchange Carriers
18 ("CLECs") and wireless carriers.

19 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK**
20 **EXPERIENCE.**

21 A. I have a Bachelor of Science degree in Business Administration from the University of
22 Texas at Dallas, with a double major in Management Information Systems and
23 Behavioral Management. I have been employed by AT&T for over 37 years, primarily in

1 the network organization. This includes seven years in central offices as a technician. I
2 also spent two years as a training instructor for electronic switching systems and four
3 years managing technicians in central offices and a Network Operations Center ("NOC").
4 I worked as a staff manager for the North Texas Network Operations Division for five
5 years. In that role, I supported NOC functions and managed major switching system
6 projects. Subsequently, as an Area Manager in a NOC Translations Center for over seven
7 years, I was responsible for managing the switch translations for over 100 switches. I
8 also successfully managed many other major network projects, including over 60 analog-
9 digital switching dial-to-dial and 16 analog-digital 911 conversions, as well as the
10 implementation of Local Number Portability ("LNP") in all of these switching systems.

11 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE STATE PUBLIC UTILITY**
12 **COMMISSIONS?**

13 A. Yes, I have testified before several state public utility commissions on technical and
14 network issues. These proceedings most often involved the arbitration of interconnection
15 agreements ("ICAs") or disputes regarding claimed breaches of an approved ICA.

16 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

17 A. My testimony will show, from a network and technical perspective, that Big River is
18 delivering telecommunications services traffic to AT&T Missouri, which is subject to
19 access charges, and not enhanced services traffic exempt from access charges. Big River
20 claims that 100% of its traffic is enhanced services traffic, which Big River says means it
21 can avoid paying access charges for interexchange traffic. I will explain why Big River's

1 assertions are incorrect and are nothing more than an attempt to avoid paying access
2 charges, similar to other carriers' attempts in the recent past.¹

3 **Q. WHAT IS THE DISTINCTION BETWEEN A TELECOMMUNICATIONS**
4 **SERVICE AND AN ENHANCED (OR INFORMATION) SERVICE?**

5 A. As explained more fully in Mr. Greenlaw's opening testimony, federal law has long
6 distinguished between telecommunications services (or basic services) and enhanced
7 services (or information services). A "telecommunications service" is "the offering of
8 telecommunications for a fee directly to the public . . . regardless of the facilities used,"
9 and "telecommunications" means "the transmission, between or among points specified
10 by the user, of information of the user's choosing, without change in the form or content
11 of the information as sent and received." 47 U.S.C. §§ 153(43), (46). An example is
12 traditional long distance telephone service. An enhanced or information service, on the
13 other hand, is "the offering of a capability for generating, acquiring, storing,
14 transforming, processing, retrieving, utilizing, or making available information via
15 telecommunications." 47 U.S.C. § 153(20). An example is Internet access service,
16 which allows users to surf the Internet and acquire, process, and utilize information from
17 any number of Internet servers.

18 **Q. WHAT IS THE NATURE OF THE TRAFFIC BIG RIVER TERMINATES TO**
19 **AT&T MISSOURI?**

¹ Halo Wireless recently argued that its interexchange traffic was wireless simply because it routed the traffic through a WI-MAX tower which then converted it from landline to wireless. Once that argument failed before the FCC and state commissions, Halo then attempted to argue that basic transmission fundamentals which are performed by every carrier somehow "enhances" calls so that access charges are not due. Every state commission, including this Commission, ruled against Halo, determined that Halo's traffic was not enhanced traffic, and found that access charges were due for the termination of its interexchange traffic.

1 A. The traffic from Big River that AT&T Missouri assessed access charges upon is
2 interexchange traffic (*i.e.*, traffic that begins and ends in different local exchange or local
3 calling areas) consisting of calls from Big River's customers to AT&T Missouri's
4 customers. AT&T Missouri contends that this long distance traffic is an ordinary
5 telecommunications service, subject to the same access charges that for decades have
6 applied to long distance traffic. Big River, on the other hand, points to several features of
7 its services (in paragraphs 27-31 of its complaint, and in a letter dated May 19, 2011,
8 referenced in paragraph 26 of the complaint²) that it claims makes its services 100%
9 "enhanced services" and therefore not subject to access charges. I will discuss each of
10 these features separately.

11 **Q. PARAGRAPH 27 OF THE BIG RIVER COMPLAINT DESCRIBES THE**
12 **TRAFFIC FLOW THROUGH THE BIG RIVER NETWORK, INCLUDING THE**
13 **CONVERSION OF THE TRAFFIC TO INTERNET PROTOCOL (IP) FORMAT.**
14 **DOES THIS MAKE THE TRAFFIC DELIVERED TO AT&T MISSOURI**
15 **ENHANCED SERVICES TRAFFIC?**

16 A. No, Big River's use of Internet Protocol ("IP") technology is not sufficient to make all its
17 traffic an enhanced service, as the FCC has made clear.

18 Time Division Multiplexing ("TDM") format is the communications format long used by
19 the public switched telephone network ("PSTN"), including AT&T Missouri's network.
20 That is, ordinary telephone calls made on the wireline telephone network have
21 traditionally originated, been carried, and terminated in TDM format. TDM technology
22 utilizes dedicated channels between end users for the entire duration of a call. IP, on the
23 other hand, uses packets of information that do not tie up an entire circuit for the duration
24 of a call, but only when required, and the packets of information can be sent over diverse

² Schedule 1, attached hereto, is a letter from John Jennings to Janice Mullins dated May 19, 2011.

1 routes with other data packets and then re-assembled at their destination. IP signaling
2 was designed for computer data, so voice information is converted from analog telephony
3 to data packets to be delivered to its destination. Because IP sends data in packets and
4 does not tie up a particular circuit for the duration of a call, it is generally more efficient
5 than the traditional TDM signaling, especially for long-haul toll traffic such as the long
6 distance traffic at issue here. As a result, many carriers have incorporated IP into their
7 networks, particularly for the transmission of calls between the originating and
8 terminating locations.

9 The traffic from Big River's customers that Big River delivers to AT&T Missouri
10 originates in TDM format, like ordinary long distance calls. Big River then converts the
11 call to IP for some portion of the call's transmission, and then converts it back to TDM
12 for termination to AT&T Missouri. In reading through the letter³ from John Jennings,
13 Big River states its traffic consists of PSTN PCM (Pulse Code Modulation) traffic that is
14 converted to IP. Big River converts the traffic back to TDM for termination to AT&T
15 Missouri and other third party's end users. In other words, a call begins in TDM format,
16 is converted to IP, and then must be converted back to TDM.

17 This is nothing more than "IP in the middle" traffic. The FCC has previously
18 ruled on long distance IP in the middle traffic, holding that it is not enhanced traffic and
19 that it remains subject to access charges. In the *IP Access Charge Order*,⁴ AT&T Corp.
20 (prior to its merger with SBC Communications, Inc.) had petitioned the FCC for a

³ See, Schedule 1, first bullet: "The system first receives media in digital PCM form from the PSTN and packetizes the media into IP datagrams."

⁴ Order, *In re Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361, 19 FCC Rcd 7457 (FCC rel. April 21, 2004) ("*IP Access Charge Order*"), available at 2004 WL 856557.

1 declaration that its “phone-to-phone IP telephony services” were exempt from access
2 charges. The services at issue used IP only in the middle: an interexchange call was
3 “initiated in the same manner as traditional interexchange calls,” once the call “reaches
4 AT&T’s network, AT&T converts it from its existing format into an IP format and
5 transports it over AT&T’s Internet backbone,” and “AT&T then converts the call back
6 from the IP format and delivers it to the called party through [the local carrier’s PSTN].”
7 *Id.* ¶ 1. “[U]nder the current rules,” the FCC squarely held, such a service “is a
8 telecommunications service upon which interstate access charges may be assessed.” *Id.*
9 The FCC noted that “telecommunications” is the “transmission, between or among points
10 specified by the user, of information of the user’s choosing, without change in the form
11 or content of the information as sent and received,” and while AT&T Corp. converted
12 calls to IP in the middle, users “obtain only voice transmission with no *net* protocol
13 conversion.” *Id.* ¶ 12 (emphasis added). In other words, what went into one end of the
14 transmission on the PSTN – a human voice – came out the other end on the PSTN with
15 no net change. The same is true here.

16 **Q. PARAGRAPH 28 OF THE BIG RIVER COMPLAINT DESCRIBES HOW THE**
17 **BIG RIVER NETWORK ALLOWS A SUBSCRIBER TO RECORD CALLS.**
18 **DOES THIS MAKE THE TRAFFIC BIG RIVER DELIVERED TO AT&T**
19 **MISSOURI ENHANCED SERVICES TRAFFIC?**

20 **A.** No. Big River contends that because its customers have the ability to record a telephone
21 call, its traffic is all enhanced services traffic. But the FCC, in its recent *InterCall*
22 *Order*,⁵ held that enabling a customer to record does *not* turn telephone service into an
23 enhanced/information service:

⁵ Order on Reconsideration, *Petitions for Reconsideration and Clarification of the InterCall Order*, WC Docket No. 06-122, CC Docket No. 96-45, FCC 12-10 (FCC rel. January 27, 2012), available at 2012 WL 258204 at p. 6, ¶¶ 12-13.

1 As the Commission has previously noted, the classification of a service as
2 either information or telecommunications hinges on whether the
3 transmission capability is "sufficiently integrated" with the information
4 service capabilities to make it reasonable to describe the two as a single,
5 integrated offering and classify the entire integrated service as an
6 information service. Merely packaging two services together (such as
7 teleconferencing packaged with additional features that perform validation
8 functions, collect billing and participant information, and *enable the*
9 *participants to record*, delete, playback, mute and unmute, and access
10 operator assistance) does not create a single integrated service.
11

12 [W]e find that these separate capabilities are part of a package in which
13 the customer can conduct its conference call with or without accessing
14 these features. (emphasis added).
15

16 Similarly, here Big River offers its customers a service whereby they can make long
17 distance telephone calls to other telephone customers (like AT&T Missouri's) using the
18 PSTN. That service is an ordinary telecommunications service. While Big River may
19 package this service with additional features, like the ability to record a call, the
20 availability of that feature does not turn a telephone call from a Big River customer to an
21 AT&T Missouri customer into an enhanced/information service. The ability to record a
22 call is a separate capability from the ability to make a voice telephone call, and Big
23 River's customers can place voice telephone calls without recording the calls. Indeed,
24 Big River admitted in discovery that its "subscribers can place a non-local voice
25 telephone call to AT&T Missouri's subscribers without activating the program to begin
26 recording mid-call and store the recording for later access via phone or email." *See*,
27 Schedule 2, attached hereto, at p. 8. And Big River has not shown that *any* of the long
28 distance calls it delivered to AT&T Missouri involved the recording of the call. As a
29 result, this feature, under the test established by the FCC, does not make Big River's
30 traffic 100% enhanced.

1 Q. PARAGRAPH 29 OF THE BIG RIVER COMPLAINT DESCRIBES HOW THE
2 BIG RIVER NETWORK ALLOWS A SUBSCRIBER TO VIEW, CONFIGURE,
3 AND MANAGE ITS INCOMING CALL-HANDLING OPTIONS. DOES THIS
4 MAKE THE TRAFFIC BIG RIVER DELIVERED TO AT&T MISSOURI 100%
5 ENHANCED SERVICES TRAFFIC?

6 A. No. The features Big River describes in paragraph 29, such as the ability to reject calls or
7 forward calls, are “vertical” features that have long been available to telephone
8 customers. Many of them have existed since electronic switching became available in the
9 1960s, but others were made available with the advent of CLASS (Custom Local Area
10 Signaling Services) features that uses SS7, *i.e.*, call rejection and specialized ringing.
11 These features are added to an end user’s line, but do not turn the underlying telephone
12 service into an enhanced/information service.

13 Moreover, the call handling options Big River describes are all options for
14 *incoming* calls. These features have nothing to do with the traffic at issue here –
15 *outgoing* calls made by Big River customers to AT&T Missouri’s customers. A Big
16 River customer need not configure his or her incoming call options to place calls to
17 AT&T Missouri’s customers, nor does placing calls to AT&T Missouri’s customers
18 somehow activate these features. As a result, these ancillary features, while packaged
19 with Big River’s telecommunications services, are not sufficiently integrated to make the
20 basic telephone service provided by Big River an enhanced/information service, as
21 required by the *InterCall Order*.

22 The FCC reached a similar conclusion in its *Prepaid Calling Card Order*.⁶ There,
23 the FCC rejected the claims of some prepaid calling card providers that their services
24 were exempt from access charges because they used interactive menus. Upon dialing a

⁶ Declaratory Ruling and Report and Order, *In the Matter of Regulation of Prepaid Calling Card Services*, 21 FCC Rcd. 7290 (rel. June 30, 2006) (“*Prepaid Calling Card Order*”), available at 2006 WL 1826190.

1 toll-free number, a cardholder was “presented with the option to make a telephone call or
2 to access several types of information,” such as directory, sports, weather, or
3 entertainment information. *Id.* ¶ 11. The FCC concluded, as it later did in the *InterCall*
4 *Order*, that “the key question in classifying offerings with both telecommunications and
5 information service capabilities is whether the telecommunications transmission
6 capability is ‘sufficiently integrated’ with the information service component ‘to make it
7 reasonable to describe the two as a single, integrated offering,’” and “merely packaging
8 two services together does not create a single integrated service.” *Id.* ¶ 14. The FCC
9 found that “there simply is no functional integration between the information service
10 features and the use of the telephone calling capability with menu-driven pre-paid calling
11 cards.” *Id.* ¶ 15. “The menu is a mechanism by which the customer can access the
12 separate capabilities that are packaged together in a single prepaid calling card,” and
13 “[t]he customer may use only one capability at a time and the use of the
14 telecommunications transmission capability is completely independent of the various
15 other capabilities that the card makes available.” *Id.* “For example, an individual may
16 use MCI’s Golden Retriever card to make a long distance call without obtaining
17 restaurant information, sports scores, or stock quotes,” so “even if those additional
18 capabilities are classified as an information service, the packaging of these multiple
19 services does not by itself transform the telecommunications component of these cards
20 into an information service.” *Id.* Thus, the FCC held, pre-paid calling card providers
21 remained obligated to pay access charges notwithstanding their provision of these
22 ancillary features. *Id.* ¶ 27.

1 Big River's incoming call-handling options are like the "menu" options addressed
2 in the *Prepaid Calling Card Order*. They may be packaged and sold together with the
3 basic function of placing long distance telephone calls, but they are not an integrated
4 service. Big River's customers can place long distance telephone calls to AT&T
5 Missouri's customers without going online to configure their incoming call options, and
6 the two plainly are separate capabilities. Indeed, Big River admitted in discovery that
7 "[w]hen a Big River subscriber configures his or her incoming call manager through a
8 Big River web portal, that communications session does not consist of a telephone call
9 placed by the Big River subscriber to one of AT&T Missouri's subscribers," and "Big
10 River's subscribers can place a non-local voice telephone call to AT&T Missouri's
11 subscribers without configuring their incoming call manager, or viewing, configuring, or
12 managing their call-handling options." *See*, Schedule 2 at pp. 8-9.

13 **Q. PARAGRAPH 30 OF THE BIG RIVER COMPLAINT DESCRIBES HOW THE**
14 **BIG RIVER NETWORK ALLOWS A SUBSCRIBER TO CONVERT AN**
15 **INCOMING FAX TRANSMISSION TO DATA IN A PDF FORMAT AND THEN**
16 **FORWARD THAT INFORMATION TO AN EMAIL ADDRESS. DOES THIS**
17 **MAKE THE TRAFFIC BIG RIVER DELIVERED TO AT&T MISSOURI**
18 **ENHANCED SERVICES TRAFFIC?**

19 **A.** No. The traffic at issue in this case consists of telephone calls made by Big River
20 customers to AT&T Missouri customers. This case does not involve fax transmissions to
21 Big River customers (which the Big River customers can have converted to pdf and
22 emailed to them). The fax feature described by Big River would never be delivered to an
23 AT&T Missouri end user on the PSTN.

24 Further, as explained above, the fact that Big River may package with its
25 telephone service various additional features, such as this fax feature, does not make its
26 telephone services traffic an enhanced/information service. Big River's telephone service

1 allows its customers to make voice telephone calls to AT&T Missouri's customers
2 without ever using this fax feature. That is, Big River's customers do not have to receive
3 a fax (and convert it to pdf and email it) when they place voice telephone calls. And, as
4 Big River has admitted, "[w]hen a facsimile is converted to PDF format and forwarded to
5 a Big River subscriber's email address, that communications session does not consist of a
6 telephone call placed by the Big River subscriber to one of AT&T Missouri's
7 subscribers." *See*, Schedule 2 at p. 9. Thus, even if this fax feature were an information
8 service, it is not integrated with Big River's voice telephone service in a way that would
9 make the latter an enhanced/information service.

10 **Q. PARAGRAPH 31 OF THE BIG RIVER COMPLAINT DESCRIBES HOW THE**
11 **BIG RIVER NETWORK ALLOWS A SUBSCRIBER TO ACCESS**
12 **INFORMATION VIA THE WEB, DIALING A NUMBER TO ACCESS**
13 **GOOGLENEWS FROM THEIR TELEPHONE. DOES THIS MAKE THE**
14 **TRAFFIC BIG RIVER DELIVERED TO AT&T MISSOURI ENHANCED**
15 **SERVICES TRAFFIC?**

16 **A.** No. This case does not involve calls by Big River customers to GoogleNews. In
17 discovery, Big River clarified that in paragraph 31 of the complaint it was referring to its
18 "Headline News Line," whereby Big River provides news "upon the receipt of a call
19 from a subscriber." *See*, Schedule 2 at p. 4. The traffic at issue in this case consists of
20 telephone calls made by Big River customers to AT&T Missouri customers, not calls
21 made to Big River's Headline News Line. The latter would never be delivered to an
22 AT&T Missouri end user on the PSTN. Rather, AT&T Missouri's end users are
23 receiving voice traffic over the PSTN from Big River.

24 Moreover, Big River's telephone service allows its customers to place calls to
25 AT&T Missouri's customers without dialing a special number to access GoogleNews –
26 the two are separate, non-integrated functionalities. As Big River admitted in discovery,

1 its "subscribers can place a non-local voice telephone call to AT&T Missouri's
2 subscribers without accessing the latest GoogleNews from their telephone or obtaining
3 other information via the web." *See*, Schedule 2 at p. 9.

4 This kind of ancillary service is precisely what the FCC addressed in the *Prepaid*
5 *Calling Card Order*, where it held that the ability of customers to access, for example,
6 "sports, weather, or restaurant or entertainment information" (§ 11) did not convert long
7 distance calls made using the calling card into an enhanced/information service. Just as
8 an individual could "use MCI's Golden Retriever card to make a long distance call
9 without obtaining restaurant information, sports scores, or stock quotes," a Big River
10 customer can place a long distance voice telephone call to AT&T Missouri's customers
11 without accessing GoogleNews, so "even if those additional capabilities are classified as
12 an information service, the packaging of these multiple services does not by itself
13 transform the telecommunications component of these cards into an information service."
14 *Id.* § 15.

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

16 **A.** Yes.



May 19, 2011

Janice Mullins
AT&T

RE: Enhanced Services – Informal Dispute

Dear Ms. Mullins,

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

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

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

Sincerely,

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

John F. Jennings
Chief Financial Officer

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

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

COMPLAINANT'S RESPONSES TO
AT&T MISSOURI'S FIRST SET OF DOCUMENT REQUESTS,
INTERROGATORIES, AND REQUESTS FOR ADMISSION TO BIG RIVER

COMES NOW, Complainant Big River Telephone Company, LLC ("Big River") and hereby submits its responses to AT&T Missouri's first set of document requests, interrogatories, and requests for admission.

Requests for the Production of Documents

1. Please produce Big River's annual reports filed with the Missouri Public Service Commission for the years 2008 through 2011.

OBJECTION: This request seeks information that is overbroad, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving said objection, the data is confidential and has been provided as attachments, see ATT_DISC_1_D_1_2008, ATT_DISC_1_D_1_2009, ATT_DISC_1_D_1_2010, and ATT_DISC_1_D_1_2011.

2. Please produce all contracts and tariffs identified in your interrogatory responses.

OBJECTION: This request is overbroad and burdensome and seeks information protected as CPNI, and that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

3. Please produce all contracts, tariff provisions, marketing materials, service guides, and other documents provided or made available to your customers describing the feature whereby a subscriber can activate a program to begin recording mid-call and store the

OBJECTION: This interrogatory is overbroad and burdensome and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving said objection, the feature whereby a subscriber can use his or her telephone to access information via the web is provided pursuant to all provisions of our customer contracts. Tariff provisions do not apply to this service.

15. If your response to any request for admission is not an unqualified admission, please explain the basis for your response.

OBJECTION: Complainant's responses to the requests for admission are governed by the Missouri Rules of Civil Procedure and the Rules of the Department of Economic Development.

Requests for Admission

A FAILURE TO TIMELY RESPOND TO REQUESTS FOR ADMISSIONS IN COMPLIANCE WITH RULE 59.01 SHALL RESULT IN EACH MATTER BEING ADMITTED BY YOU AND NOT SUBJECT TO FURTHER DISPUTE.

1. The traffic at issue in this case originated with Big River's end-user customers.

Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.
2. The traffic at issue in this case did not originate in Internet Protocol format at the end-users' premises.

Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.
3. The traffic at issue in this case did not originate using a broadband connection at the end-users' premises.

Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.
4. The traffic at issue in this case originated in time division multiplexed pulse code modulated (TDM-PCM) format.

Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.

5. The traffic at issue in this case was delivered by Big River to AT&T Missouri for completion or termination to AT&T Missouri's end-user customers, and/or to the end-user customers of third parties.

Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.

6. The traffic at issue in this case was converted by Big River from Internet Protocol format to time division multiplexing format before being handed off to AT&T Missouri.

Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.

7. The traffic at issue in this case was originated by and terminated to end-user customers located in different local calling areas.

Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.

8. A portion of the traffic you delivered to AT&T Missouri for termination since February 5, 2010, originated with customers to whom you provided service pursuant to your Missouri P.S.C. Tariff No. 1.

Admitted.

9. Big River's subscribers can place a non-local voice telephone call to AT&T Missouri's subscribers without activating the program to begin recording mid-call and store the recording for later access via phone or email. *See Complaint ¶ 28.*

Admitted.

10. Big River's subscribers can place a non-local voice telephone call to AT&T Missouri's subscribers without configuring their incoming call manager, or viewing, configuring, or managing their call-handling options. *See Complaint ¶ 29.*

Admitted.

11. The call-handling options described in paragraph 29 of your complaint do not involve outbound calls placed by Big River's subscribers to AT&T Missouri's subscribers.

Denied.

12. When a Big River subscriber configures his or her incoming call manager through a Big River web portal, that communications session does not consist of a telephone call placed by the Big River subscriber to one of AT&T Missouri's subscribers.

Admitted.

13. Big River's subscribers can place a non-local voice telephone call to AT&T Missouri's subscribers without using the facsimile functionality described in paragraph 30 of your complaint.

Denied.

14. When a facsimile is converted to PDF format and forwarded to a Big River subscriber's email address, that communications session does not consist of a telephone call placed by the Big River subscriber to one of AT&T Missouri's subscribers.

Admitted.

15. Big River's subscribers can place a non-local voice telephone call to AT&T Missouri's subscribers without accessing the latest GoogleNews from their telephone or obtaining other information via the web.

Admitted.

16. When a Big River subscriber uses his or her telephone to dial a number to access the latest GoogleNews from their telephone, that communications session does not consist of a telephone call placed by the Big River subscriber to one of AT&T Missouri's subscribers.

Denied.

17. The access charges billed by AT&T Missouri on BAN 110 401 0113 803 that are in dispute in this case were properly charged to Big River if Big River's traffic is not enhanced services traffic within the meaning of Attachment 12, section 13.3 of the parties' interconnection agreement.

Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.

18. In connection with the parties' prior access charge dispute, settled on or about October 31, 2009, Big River referred to the traffic it delivered to AT&T Missouri as Voice over Internet Protocol or VoIP traffic.

OBJECTION: This request seeks information protected as confidential settlement negotiations that are not subject to disclosure under the terms of the settlement agreement between the parties and is, therefore, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

19. At no time prior to October 31, 2009, did Big River inform AT&T Missouri that the traffic Big River delivered to AT&T Missouri was not Voice over Internet Protocol or VoIP traffic.

OBJECTION: This request is complex and confusing. Further it is overbroad and irrelevant.

Subject to and without waiving said objection, denied.

Dated: August 20, 2012

Respectfully submitted,

BIG RIVER TELEPHONE COMPANY, LLC

/s/ Brian C. Howe

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