

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED
January 16, 2013
Data Center
Missouri Public
Service Commission

BIG RIVER TELEPHONE
COMPANY, LLC,

Complainant,

VS.

SOUTHWESTERN BELL TELEPHONE,
d/b/a AT&T MOBILE,

Respondent.

) Case No. TC-2012-0284

DEPOSITION OF GERALD HOWE
TAKEN ON BEHALF OF RESPONDENT
OCTOBER 23, 2012

ATOT Exhibit No. 14
Date 1-08-13 Reporter KF
File No. JC-2012-0284

1 I N D E X

2 WITNESSES

3 ALL WITNESSES: PAGE:

4 For Respondent:

5 Gerald Howe:
6 Direct Examination by Mr. Germann 5:10

7 EXHIBITS

8 NO.: DESCRIPTION: PAGE:

9 For Respondent:

10	1	Big River's first supplemental responses to AT&T's first set of interrogatories: (Retained by court reporter)	10:23
11			
12	2	Rebuttal testimony: (Retained by court reporter)	26:1
13			
14	3	Article from Connected Planet: (Retained by court reporter)	31:9
15			
16	4	Big River Telephone Company, Missouri P.S.C. Tariff No. 1: (Retained by court reporter)	49:17
17			
18	5	Big River Telephone Company Master Service Agreement: (Retained by court reporter)	51:9
19			
20	6	Cover Letter to the Minnesota Public Service Commission: (Retained by court reporter)	55:23
21			
22	7	Big River's annual report: (Retained by counsel)	62:1
23			
24	8	Direct Testimony: (Retained by court reporter)	67:14
25			

1 BEFORE THE PUBLIC SERVICE COMMISSION
2 OF THE STATE OF MISSOURI

3 BIG RIVER TELEPHONE)
4 COMPANY, LLC,)
5 Complainant,)
6 vs.)Case No. TC-2012-0284
7 SOUTHWESTERN BELL TELEPHONE,)
8 d/b/a AT&T MOBILE,)
9 Respondent.)

10 DEPOSITION OF GERALD HOWE, produced, sworn, and
11 examined on October 23, 2012, between the hours of
12 eight o'clock in the forenoon and six o'clock in the
13 afternoon of that day, at the office of Big River
14 Telephone Company, LLC, 12444 Powerscourt Drive, Suite
15 270, St. Louis, Missouri, before Stephanie D. Darr, a
16 Certified Shorthand Reporter and Notary Public within
17 and for the State of Missouri, in a certain cause now
18 pending before the Public Service Commission, State of
19 Missouri in re: BIG RIVER TELEPHONE COMPANY, LLC vs.
20 SOUTHWESTERN BELL TELEPHONE, d/b/a AT&T MOBILE; on
21 behalf of the Respondent.

22
23
24
25

APPEARANCES

For the Petitioner:

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1 IT IS HEREBY STIPULATED AND AGREED by
2 and between counsel for the Complainant and counsel
3 for the Respondent that this deposition may be taken
4 in shorthand by Stephanie D. Darr, CCR and Notary
5 Public, and afterwards transcribed into printing, and
6 signature by the witness expressly waived.

7 * * * * *

8 (WHEREIN, deposition proceedings began
9 at 1:03 p.m.)

10 GERALD HOWE,
11 of lawful age, produced, sworn, and examined on behalf
12 of Respondent, deposes and says:

13 EXAMINATION

14 QUESTIONS MR. GERMANN:

15 Q. Good afternoon, Mr. Howe. I'm Hans
16 Germann. I'm an attorney for AT&T Missouri. Have you
17 been deposed before?

18 A. In this case?

19 Q. No. In any case?

20 A. Yes.

21 Q. When was the last time you were
22 deposed?

23 A. Sitting here I can't recall.

24 Q. Has it been a while though?

25 A. I think so.

1 Q. Okay.

2 A. I might be wrong.

3 Q. Okay.

4 A. But it seems like it's been a while
5 since I've been deposed.

6 Q. Have you ever --

7 A. I guess I forget.

8 Q. Okay. Have you ever been deposed in a
9 case relating to access charges or an access charge
10 dispute?

11 A. I don't recall.

12 Q. Have you ever been deposed in a case
13 relating to whether Big River provides enhanced
14 services?

15 A. I don't think so.

16 Q. Let me I guess before we dig in go
17 over just a couple of ground rules. If you don't
18 understand a question, please let me know and I'll try
19 to rephrase. Otherwise, I'll have to assume that you
20 understood the question. Second, we can take a break
21 at any time you would like. The only thing I ask is
22 if a question is pending let's finish the answer
23 before we break. Now, did you review any documents to
24 prepare for this deposition?

25 A. Yes.

1 Q. All right. Can you tell me what you
2 looked at?

3 A. My direct testimony. My rebuttal
4 testimony. Responses to data requests submitted by
5 AT&T to which we responded. Settlement agreement.
6 Some parts of the interconnection agreement. The
7 amendment to the interconnection agreement.

8 Q. Were there any other documents that
9 you recall reviewing?

10 A. None that I recall.

11 Q. And apart from perhaps speaking with
12 your attorney, did you do anything else to prepare for
13 this deposition?

14 A. Not really.

15 Q. I'd like to get a little bit of
16 background just so I have a better understanding of
17 Big River's business. Where are Big River's customers
18 located geographically?

19 A. Across the United States.

20 Q. Are they in all states?

21 A. I don't think so.

22 Q. Do you know about how many states
23 they're located in?

24 A. I'm guessing about 35, 40 states.

25 Q. And are those -- well, let me ask.

1 Does Big River have retail customers, retail end user
2 customers in 35 states?

3 A. No.

4 Q. In what states does Big River have
5 retail end user customers?

6 A. I don't -- I don't know. I mean there
7 is -- where we have retail customers that list
8 probably totals maybe 20, 25 states. I don't know
9 which states they are though.

10 Q. Are there a handful of states that
11 would account for the majority of Big River's retail
12 customers?

13 A. Possibly.

14 Q. Well, in what states does Big River
15 have the most retail end user customers?

16 A. I don't know sitting here.

17 Q. Is Missouri the largest state? Does
18 Missouri account for more customers than any other
19 state?

20 A. That's pretty much the same question.
21 I don't know. We have a large population of customers
22 in Indiana, Illinois, Missouri, Oklahoma, Texas.

23 Q. What about if we go back to 2010.
24 Back in 2010 was Big River providing service to kind
25 of all of the same states or customers in all of the

1 same states that it does today?

2 A. No.

3 Q. Was it fewer states back in 2010?

4 A. Fewer states? I don't -- it might
5 have been a few fewer states.

6 Q. Now among other services Big River
7 provides local and long distance telephone service; is
8 that right?

9 A. Yes.

10 Q. And it provides those services to both
11 residential and business customers?

12 A. Yes.

13 Q. In terms of Big River's retail
14 business customers, are those mostly what you would
15 call small and medium size businesses?

16 A. Yes.

17 Q. Could you tell me in terms of Big
18 River's retail customers, retail telephone service
19 customers, what's a rough breakdown between
20 residential and business in terms of kind of a
21 customer base? Is it kind of half one, half the
22 other?

23 A. It's probably about half one, half the
24 other. It might be slightly larger residential.

25 MR. GRYZMALA: I'm sorry. Slightly?

1 THE WITNESS: Larger.

2 MR. GRYZMALA: I have a little
3 difficulty hearing. Thank you.

4 Q. (By Mr. Germann) And one of the
5 telephone services that Big River provides to its
6 customers is the ability to make telephone calls to
7 reach people who are on the public switch telephone
8 network; is that correct?

9 A. Yes.

10 Q. And we may use -- or I may use the
11 term PSTN today. By that I mean public switch
12 telephone network. Do you understand that?

13 A. Yes.

14 Q. And similarly Big River Telephone
15 customers can receive calls from people on the PSTN
16 who call them; is that right?

17 A. Yes.

18 MR. GERMANN: Can we mark this,
19 please, as Exhibit 1.

20 (WHEREIN, Respondent's Exhibit 1 was
21 marked by court reporter.)

22 Q. (By Mr. Germann) Mr. Howe, I'm going
23 to hand you what's been marked as Exhibit 1. These
24 are Big River's first supplemental responses to AT&T
25 Missouri's first set of interrogatories. Do you

1 recognize this document?

2 A. Yes.

3 Q. Did you assist in the preparation of
4 these responses?

5 A. Yes.

6 Q. I'm looking on the first page of the
7 response to question six. Subject to and without
8 waiving said objections the hand service capabilities,
9 and it goes on from there. I'll finish it. The hand
10 service capabilities that Big River provides to its
11 customers are, and then there is a list. The very
12 last one is SIP. Do you see that?

13 A. Yes.

14 Q. Could you tell me what SIP is?

15 A. Session initiation protocol.

16 Q. Now is that a capability that's
17 provided to Big River's customers?

18 A. Yes.

19 Q. And what does that capability allow
20 Big River's customers to do?

21 A. Well, for instance, it allows them to
22 do most of all of the items listed after the colon in
23 that response.

24 Q. How is that?

25 A. SIP is a protocol that is used to

1 enable communications.

2 Q. Is it an Internet protocol? Is it
3 different than IP or Internet protocol?

4 A. Yes. It is different.

5 Q. How does it enable these other
6 capabilities that are listed in this response, or how
7 -- strike that. How is it used in Big River's
8 network?

9 A. It's used to communicate messaging and
10 signaling information so as to enable operations on
11 our network.

12 Q. Now is it -- you said messages and
13 signaling?

14 A. Yes.

15 Q. Does that include messages -- when you
16 mean messages, do you mean the voice contact of a
17 telephone call?

18 A. It enables the voice contact, yes.
19 Also, it enables the signaling of information and the
20 passing of information back and forth across the
21 network.

22 Q. Now, is the voice content itself
23 carried in SIP?

24 A. No.

25 Q. If you could turn to the second page,

1 please. I'm looking at the response to question 8, in
2 particular the last sentence of that. Subject to and
3 without waiving said objection a call placed by a Big
4 River customer is converted to Internet protocol
5 format either at the customer's premises equipment or
6 at Big River's gateway. Do you see where I'm reading
7 from?

8 A. Yes.

9 Q. Now are all telephone calls placed by
10 a Big River customer converted to Internet protocol
11 format either at the customer premises equipment or at
12 Big River's gateway?

13 A. Yes.

14 Q. What do you mean by Big River's
15 gateway? What is Big River's gateway?

16 A. We have several gateways within our
17 network that handle signaling and manage media. In
18 our network we -- media in the case of telephone calls
19 is the information that is reproduced as the audible
20 sounds in a telephone conversation. It's data. But
21 it's converted to recreate speech and audible sounds.

22 Q. So is the gateway a piece of -- well,
23 it's a piece of network equipment, right?

24 A. Yes.

25 Q. And so when a bigger telephone

1 customers places a call, that call eventually goes to
2 a Big River gateway; is that correct?

3 A. No. It's not correct.

4 Q. Is that because some calls don't go
5 through the gateway?

6 A. That is correct.

7 Q. Let's talk about those calls for a
8 second then. What kind of calls would not go through
9 a Big River gateway?

10 A. Those Big River customers that are not
11 served by a gateway who call and are not a Big River
12 customer not served by a gateway. It would also
13 include Big River customers that call or make a call
14 where we interconnect with another carrier that
15 doesn't require a gateway.

16 Q. Why are some Big River customers not
17 served by a gateway?

18 A. Because as we indicated here they have
19 a device that doesn't require services of a gateway.

20 Q. Okay. So are those customers whose
21 calls are converted to internet protocol at the
22 customer's premises equipment?

23 A. Yes.

24 Q. With respect to the Big River
25 customers whose calls are converted to Internet

1 protocol at their customer premises equipment, what
2 kind of equipment is that?

3 A. Some sort of analog telecommunications
4 adapter or an IP enabled telephone.

5 Q. By an IP enabled telephone you mean a
6 telephone that's designed to send signals in IP format
7 from the telephone itself?

8 A. Yes.

9 Q. And an analog adaptor would be a
10 device that you could hook up an analog telephone to
11 and it would convert that signal to IP format?

12 A. Yes.

13 Q. What proportion of Big River's retail
14 customers have that kind of customer premises
15 equipment that will convert signal to Internet
16 protocol format?

17 A. I don't have that information
18 available with me here.

19 Q. Is it the majority of customers?

20 A. That have the IP equipment?

21 Q. That have IP equipment at the
22 premises?

23 MR. HOWE: I'm just going to object to
24 the form of the question as to what you mean by the
25 majority. Simple majority or --

1 Q. (By Mr. Germann) Well, do most of Big
2 River's retail customers have IP customer premises
3 equipment?

4 A. Yes. I think so.

5 Q. And are those customers located
6 throughout Big River's service area, or are they
7 concentrated in particular states?

8 A. They're located throughout.

9 Q. Focusing further for a second on Big
10 River's end user customers in Missouri. Do most of
11 those customers have IP customer premises equipment?

12 A. Again, I'm not sure.

13 Q. Are there residential retail customers
14 of Big River with IP customer premises equipment in
15 Missouri?

16 A. Yes.

17 Q. Are there residential retail customers
18 of Big River in Missouri who do not have IP customer
19 premises equipment?

20 A. Yes.

21 Q. And for the latter group of customers,
22 their calls are converted -- well, their calls go to a
23 Big River gateway; is that correct?

24 A. No.

25 Q. Where are they delivered to then?

1 A. Well, some of our customers we provide
2 via local wholesale complete agreement we have with
3 AT&T. In some cases we do some end resale. Those
4 really don't go in our network.

5 Q. What if Missouri customers served via
6 local wholesale complete or resale, what if they make
7 an intrastate long distance call to an AT&T Missouri
8 end user? Would those calls be carried on --

9 A. Most of those would probably be
10 carried on our network.

11 Q. But if they made a local call it may
12 not be carried on your network?

13 A. That is correct.

14 Q. If they make an intrastate long
15 distance call does that call go to a Big River
16 gateway?

17 A. No. Not necessarily.

18 Q. Does it go to -- does it go to a Big
19 River softswitch?

20 A. Probably.

21 Q. Now for a retail customer of Missouri
22 that Big River provides service to using local
23 wholesale complete or resale, when that customer makes
24 an intrastate long distance call, that call originates
25 in time division multiplexing format, does it not?

1 A. Repeat the question.

2 Q. When a retail customer of Big River in
3 Missouri is served by Big River using resale or local
4 wholesale complete purchased from AT&T and that
5 customer makes an intrastate long distance call, does
6 that call originate in time division multiplexing
7 format?

8 A. I'm not aware.

9 Q. Do you know what format that call
10 would originate in?

11 A. No.

12 Q. Do you know if it originates in
13 Internet protocol format?

14 A. No.

15 Q. With respect to the Big River
16 customers that have Internet protocol customer
17 premises equipment, for that set of customers does Big
18 River own the last mile wire line facility that
19 connects to the customer's premises?

20 A. What do you mean by own?

21 Q. By -- I'm sorry?

22 A. What do you mean by own?

23 Q. Does it own the physical facility, and
24 I would distinguish --

25 A. Do I have title?

1 Q. I would distinguish it from lease.
2 That's a distinction I have drawn.

3 A. Yeah. In some cases we lease the
4 connection.

5 Q. Are there cases where Big River owns
6 that connection?

7 A. I can't think sitting here.

8 MR. GRYZMALA: I'm sorry?

9 THE WITNESS: I can't think sitting
10 here if there are any.

11 Q. (By Mr. Germann) In those cases where
12 a Big River retail customer has IP customer premises
13 equipment, and can I use the term CPE for that?

14 A. Uh-huh.

15 Q. Is that okay?

16 A. Yes.

17 Q. Okay. I just didn't want to use too
18 many acronyms here. Where a Big River customer has IP
19 CPE, does Big River generally use a cable company's
20 facilities to reach that customer, or to reach that
21 customer's home?

22 A. Yes. Sometimes we do use a cable
23 company's facility to reach those customers.

24 Q. Is that in the majority of cases for
25 those customers?

1 A. Yes. I think so.

2 Q. What about -- well, can you give me an
3 example of where Big River serves an end user customer
4 that has IP CPE and Big River is not using the last
5 mile facility of a cable company?

6 A. We've used DSL or possibly wireless.

7 Q. In Missouri specifically does Big
8 River use all three of those, cable company, DSL or
9 wireless?

10 A. I'm not sure if we use wireless in
11 Missouri.

12 Q. Switching gears and going back to the
13 set of customers that does not have CPE that converts
14 signals to Internet protocol. With respect to those
15 customers, are there retail customers with respect to
16 whom Big River owns the last mile facility?

17 A. That's probably similar to the answer
18 I gave to the previous question. Not that I can sit
19 here and think of where we have ownership of the last
20 mile.

21 Q. And you mentioned local wholesale
22 complete and resale. Are there cases where Big River
23 releases a UNE loop from an incumbent carrier?

24 A. Not under those two arrangements.

25 Q. Apart from those two arrangements, are

1 there cases where Big River leases a UNE loop from an
2 incumbent local exchange carrier to reach Big River's
3 customers?

4 A. Yes.

5 Q. And in those cases where Big River is
6 leasing a UNE loop and the Big River customers makes a
7 telephone call, do you know what format or protocol
8 the call is carried in over the UNE loop?

9 A. Over the UNE loop?

10 Q. Yes.

11 A. Over the UNE loop it's an analog
12 signal.

13 Q. In those causes where Big River leases
14 a UNE loop, and for the reporter's benefit I will say
15 it's capital U, capital N, capital E, UNE. In those
16 cases where Big River leases a UNE loop, where does
17 the loop go? Does it go to the incumbent link switch,
18 or does it go to -- does it go to the incumbent link
19 switch? I'll just ask that.

20 A. In what scenario?

21 Q. Where Big River is leasing a UNE loop
22 to provide a service to its customer?

23 A. Not under an LWC arrangement?

24 Q. Not under a LWC.

25 A. No. It does not go to a switch.

1 Q. Does it go to a Big River softswitch
2 or gateway?

3 A. Yes.

4 Q. So it would be -- tell me if I
5 describe this correctly. The UNE loop would go from
6 the customer's premises to the incumbent carrier's
7 central office, and from there Big River would
8 transport it to its softswitch or to a gateway; is
9 that correct?

10 A. Yes.

11 Q. At the Big River gateway or
12 softswitch, at that point the call would be converted
13 into a protocol format; is that correct?

14 A. At a gateway. Self switch really
15 doesn't do any conversions.

16 Q. Okay. Going back a second to local
17 wholesale complete. Big River purchases local
18 wholesale complete from AT&T Missouri; is that
19 correct?

20 A. Yes.

21 Q. And that service provides both the
22 loop and local switching; is that correct?

23 A. Yes.

24 Q. So in that case where a Big River
25 customer is served via local wholesale complete and if

1 the Big River customer makes an intrastate long
2 distance call, is that call carried through the
3 incumbent's switch?

4 A. For a portion of the call.

5 Q. For a portion of the call. Including
6 the originating end office switch?

7 A. Yes.

8 Q. If Big River is the long distance
9 carrier, is the call then handed off to Big River?

10 A. I'm not sure.

11 Q. If it's not handed off to Big River,
12 would it be carried entirely on AT&T's network?

13 A. No.

14 Q. Whose network might it be carried on?

15 A. Another carrier.

16 Q. But what carrier?

17 A. Another long distance carrier
18 possibly.

19 Q. What about if the customer has chosen
20 Big River as their long distance carrier, would that
21 call -- could that call be handed off to a different
22 long distance carrier?

23 A. Yes.

24 Q. Does Big River have agreements with
25 other long distance carriers to carry some of their

1 long distance traffic?

2 A. Yes.

3 Q. Is that in -- in Missouri is that a
4 single long distance carrier that Big River has an
5 agreement with?

6 A. I don't know.

7 Q. If you could please refer back to
8 Exhibit 1. I'm looking down at the answer to question
9 15 now. Kind of the third paragraph down it says Big
10 River denied Request 13 because its facsimile
11 functionality monitors all calls to determine if a fax
12 is being sent. Now just to clarify. That monitoring,
13 does that take place only for calls that go through --
14 or that go on to Big River's network?

15 A. Yes.

16 Q. So in the example where if a Big River
17 customers makes a long distance call that does not
18 reach Big River's network this functionality, this
19 monitoring functionality would not occur; is that
20 correct?

21 A. That's correct.

22 Q. Now with respect to calls that are
23 carried on Big River's network, in addition to --
24 well, when calls are carried on Big River's network,
25 doesn't the network also monitor the call to see if

1 it's voice to determine the call is voice or determine
2 whether the call is fax?

3 A. No. I'm not aware of any way we'd
4 detect if it's voice.

5 Q. Does it monitor -- does it monitor to
6 determine if the call is a non fax call and if it is
7 it carries it in one protocol and if it determines
8 it's a fax call it carries it in a different protocol?

9 A. It really detects if it's a fax call.
10 It will then change protocols.

11 Q. So it's kind of a default. If it
12 doesn't see a fax call it carries it in whatever
13 default protocol it's set to carry traffic in?

14 A. Yes.

15 MR. GERMANN: Okay. Can we please
16 mark this as Exhibit 2.

17 (WHEREIN, Respondent's Exhibit 2 was
18 marked by court reporter.)

19 THE WITNESS: You know, I reviewed --

20 MR. HOWE: I don't think there is a
21 question.

22 THE WITNESS: I was going to say I
23 reviewed Exhibit 1, but it didn't help me get ready
24 for his questions.

25 Q. (By Mr. Germann) Fair enough.

1 Exhibit 2, this is your rebuttal testimony, is it not?

2 A. Yes.

3 Q. Okay.

4 A. It appears that it's my rebuttal
5 testimony.

6 Q. Filed in this case. So I take it
7 you've seen this before?

8 A. Yes.

9 Q. Okay. I'm going to ask you, please,
10 to turn to Page 4. I'm looking in particular at the
11 first five lines at the top of the page. Beginning on
12 line three it states Big River, however, is not and
13 has never claimed to be an interconnected VoIP service
14 provider. So does Big River provide interconnected
15 VoIP service?

16 A. No.

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

20 MR. HOWE: I'm going to object to the
21 question as it calls for a legal conclusion and
22 statutory interpretation. Subject to that you can
23 answer.

24 A. One, in the State of Missouri if you
25 do provide interconnected VoIP service you have to

1 register with the state. We are not registered with
2 the state to provide that service.

3 Q. (By Mr. Germann) Were you done with
4 your answer? I didn't want to interrupt if you
5 weren't.

6 A. Yes.

7 Q. What about outside of Missouri, does
8 Big River provide interconnected VoIP service in other
9 states?

10 MR. HOWE: Same objection. Subject to
11 that.

12 A. No.

13 Q. (By Mr. Germann) What if Big River
14 were to obtain a certificate from Missouri to provide
15 interconnected VoIP service, would its telephone
16 services or some of its telephone services qualify as
17 interconnected VoIP service?

18 MR. HOWE: I'm going to object as
19 calling speculation.

20 Q. (By Mr. Germann) Could you answer,
21 please?

22 A. Restate the question.

23 MR. GERMANN: Could you read it back,
24 please.

25 (WHEREIN, question was read back by

1 court reporter.)

2 A. I would guess that would.

3 Q. (By Mr. Germann) I'll just go on.

4 With respect to customers in Missouri served by Big
5 River who have IP customer premises equipment, if Big
6 River were registered or certificated as an
7 interconnected VoIP provider, would that service be
8 interconnected VoIP service?

9 MR. HOWE: I'm going to object again
10 as calling for speculation and legal conclusion,
11 statutory interpretation. You can answer it subject
12 to that.

13 A. Some of it could and some of it might
14 not.

15 Q. (By Mr. Germann) With respect to Big
16 River customers that have IP customer premises
17 equipment where their telephone calls are converted to
18 IP format at the customer premises, is there a
19 broadband connection to those customer's location?

20 A. I think so.

21 Q. Are those customers using IP
22 compatible customer premises equipment?

23 A. Yes. As you stated as a premise of
24 your question that would be the case.

25 Q. And the telephone service that Big

1 River provides over that connection, does that allow
2 Big River customers to engage in two way voice
3 communications?

4 A. In some cases, yes.

5 Q. In real time as people talk? In real
6 time communication?

7 A. In some cases, yes.

8 Q. Are there cases where a Big River
9 customer does not have that capability to engage in a
10 real time two way voice communication?

11 A. Yes.

12 Q. Can you tell me in what circumstances
13 would a customer not have that capability?

14 A. Faxes, calling an information service,
15 calling messaging to replay a message, calling any
16 type of service where there is not a live person on
17 the other end to talk to.

18 Q. Let me clarify and reask the question
19 because I'm asking more broadly about the capabilities
20 provided to Big River customers. So are there cases
21 where Big River provides a customer only fax service
22 using IPC PE and the customer is unable to make voice
23 telephone calls?

24 A. There might be.

25 Q. Are you aware of any fax only

1 customers?

2 A. Not sitting here, no.

3 Q. Are you aware of any customers, any
4 retail customers with IP CPE whose service plan does
5 not allow them to make voice telephone calls?

6 A. I'm not aware of any.

7 Q. Is it safe to say that the majority of
8 Big River retail customers with IP CPE have the
9 ability to make voice telephone calls?

10 A. Yes.

11 Q. And that voice telephone service
12 includes the ability to make telephone calls to people
13 who are served on the PSTN?

14 A. Yes.

15 Q. And to receive calls from persons
16 calling from the PSTN?

17 A. Yes.

18 Q. I'm going to come back to Exhibit 2.
19 But first I'd like to go to another exhibit, if I can
20 find it.

21 MR. HOWE: You can get that marked,
22 and I'm going to take a quick break.

23 MR. GERMANN: Can you mark that as
24 Exhibit 3.

25 (WHEREIN, Respondent's Exhibit 3 was

1 marked by court reporter.)

2 Q. (By Mr. Germann) I'm going to hand
3 you what has been marked as Exhibit 3. My question is
4 -- I just have a couple, and they're just based on the
5 first two paragraphs in this. You can read it all if
6 you'd like. Just let me know when you're ready,
7 please.

8 A. I'm ready.

9 Q. Now, Exhibit 3 is I'll represent a
10 printout from the Internet of what appears to be an
11 article from Connected Planet. You know, my question
12 basically is is this a case of don't believe
13 everything you read in the press? In the first
14 paragraph here it refers to Big River as a wholesale
15 VoIP provider to smaller cable companies. Is Big
16 River a wholesale VoIP provider to cable companies?

17 A. Yes.

18 Q. And could you describe that wholesale
19 relationship?

20 A. Cable companies have a network with
21 connections to their customers and seek the ability to
22 provide telephone services to those customers. We'll
23 work with them to enable that capability.

24 Q. When you say enable that capability,
25 what kinds of things does Big River do? Does Big

1 River carry the traffic or use its network to support
2 that service?

3 A. Yes.

4 Q. And in what ways does it do that?

5 A. We interconnect with their network and
6 signal to their customer devices. Then process the
7 call and originate and terminate traffic for those
8 customers.

9 Q. Okay. In this case where Big River is
10 acting as a wholesale VoIP provider, who is the retail
11 service provider of the telephone service to the end
12 user?

13 A. When we're a wholesale VoIP provider,
14 the cable company is the retail provider.

15 Q. Are there also circumstances where Big
16 River partners with a cable company to provide
17 telephone service and Big River is itself the retail
18 provider of the telephone service?

19 A. Yes.

20 Q. When Big River is providing this
21 wholesale service the traffic is carried over the
22 cable company's last mile facilities; is that correct?

23 A. Yes.

24 Q. And is that generally carried over a
25 broadband connection?

1 A. Yes.

2 Q. And the end user or the retail
3 customer uses IP compatible CPE?

4 A. I believe so.

5 Q. Now, I think you described it a second
6 ago as Big River in connection with the wholesale
7 service providing origination and termination. But a
8 call actually would originate over the cable company's
9 last mile facility; is that correct?

10 A. No.

11 Q. Where would it originate from?

12 A. It could originate on the public
13 switch telephone network.

14 Q. I mean -- Okay. A call from the cable
15 company's customer if they're placing a call, that
16 call would -- I won't use the term originate. That
17 call would begin on the cable company's last mile
18 facility; is that correct?

19 A. Yes.

20 Q. And then it would be delivered to Big
21 River's network?

22 A. It would be controlled and managed by
23 Big River's network.

24 Q. So it may not actually be carried on
25 Big River's network?

1 A. No. It would be carried on -- I maybe
2 was concluding or seemed to think that you think we
3 might terminate the call for them or something on our
4 network.

5 Q. No. No. I'm still -- you're way
6 ahead of me. I'm still way back at the call is
7 originated at the cable company's retail end user.

8 A. Uh-huh.

9 Q. It goes over to the cable network
10 facility, and then are they interconnected with Big
11 River, the cable company?

12 A. Yes.

13 Q. And so then the call goes to Big
14 River's network -- well, at the point of
15 interconnection the call is now on Big River's
16 network; is that correct?

17 A. At the point of interconnection?

18 Q. Between Big River and the cable
19 company?

20 A. What do you mean goes on to our
21 network?

22 Q. Well, the message itself -- well, I
23 guess it's in an IP form. Is it carried on Big
24 River's network at all?

25 A. In some cases it is and some cases it

1 isn't.

2 Q. In what cases would a call be carried
3 on Big River's network?

4 A. When we would traverse the call to one
5 of our gateways and terminate the call.

6 Q. When you mean terminate the call, do
7 you mean actually carry the call to the call to
8 party's premises?

9 A. No.

10 Q. What do you mean by terminate the
11 call?

12 A. In that case we would send the media
13 to a gateway for termination.

14 Q. Okay. For example, the gateway --
15 well, for example, you might send a call to AT&T
16 Missouri after it goes through your gateway. Is that
17 one example?

18 A. Yes.

19 Q. Or you may send it to other local
20 telephone companies to terminate the calls to their
21 end users?

22 A. Yes.

23 Q. And you said in some cases the call
24 would not, would not be carried on Big River's
25 network. Could you just give me an example of a call

1 that would not be carried on Big River's network?

2 A. If the wholesale cable customer called
3 another wholesale cable customer, let's say across the
4 street served by that wholesale cable operator, that
5 call would begin and terminate on that wholesale cable
6 operator's network.

7 Q. So some local calls may not be carried
8 on Big River's network?

9 A. Yes. Some local calls may not be
10 carried on Big River's network.

11 Q. As you know the parties' present
12 dispute in this case before the Missouri Commission
13 revolves around access charges that AT&T billed for
14 traffic that was sent from Big River through the
15 parties in their connection arrangement. Is that a
16 fair very high level summary?

17 A. Yes.

18 Q. With respect --

19 A. That's pretty much AT&T's perception.

20 Q. Well, what is Big River's perception?

21 A. It's not access traffic, and it's not
22 subject to access charges.

23 MR. GRYZMALA: Sorry. I didn't hear
24 it.

25 (WHEREIN, previous answer was read

1 back by court reporter.)

2 Q. (By Mr. Germann) Putting aside the
3 issue of the appropriate charges for the traffic
4 though, Big River did interconnect with AT&T and send
5 AT&T traffic for termination; is that correct?

6 A. Yes.

7 Q. Is it possible that some of the
8 traffic that Big River sent to AT&T Missouri was
9 traffic from a cable company providing retail
10 telephone service to whom Big River was providing
11 wholesale service?

12 A. I'm not sure.

13 Q. Now this wholesale VoIP service, does
14 Big River provide that service in Missouri?

15 A. I'm not sure. I don't think we do.

16 Q. Could you name one state where they do
17 provide it? I'm just looking for an example here.

18 A. Texas.

19 Q. Texas. Okay. So if a Texas customer,
20 a retail customer of one of these cable companies that
21 Big River provides wholesale service, if that Texas
22 customer makes an interstate long distance call to an
23 AT&T Missouri end user, does Big River carry that
24 traffic to AT&T Missouri?

25 A. Yes. Either we would carry it or we

1 would have an arrangement with a long distance carrier
2 to carry it.

3 Q. In the circumstance where Big River
4 would carry the traffic, apart from the
5 interconnection of trunks that were established with
6 the party's interconnection agreement, does Big River
7 have any other interconnection arrangement where it
8 can deliver that traffic to AT&T Missouri?

9 A. Yes.

10 Q. And what arrangement is that?

11 A. To terminate interstate traffic?

12 Q. Yes.

13 A. Feature Group D trunks.

14 Q. So Big River does have Feature Group D
15 trunks with AT&T Missouri?

16 A. Yes.

17 Q. And those are -- and it delivers
18 traffic over those trunks?

19 A. I believe so.

20 Q. I'd like to skip back to Exhibit 2,
21 which is your rebuttal testimony. I'm looking at Page
22 6. Really the sentence beginning on line 15. You say
23 that Big River uses a high definition audio codec
24 G.722 for some telephone calls as well as
25 teleconferencing. My question is apart from -- well,

1 I guess a couple of questions. First, does Big River
2 use this HD codec for all teleconferencing?

3 A. No.

4 Q. What teleconferencing does it use the
5 HD codec for?

6 A. For people who want to use high
7 definition conferencing.

8 Q. Is that available to all customers?

9 A. Yes.

10 Q. But does a customer have to -- do they
11 have to somehow tell Big River that they want the HD
12 teleconferencing?

13 A. Yes. They're assigned a set of codes
14 to use as a participant and a moderator.

15 Q. Is that teleconferencing service a
16 different service than standard definition
17 teleconferencing?

18 A. Yes.

19 Q. I mean is it, is it billed differently
20 or charged for differently?

21 A. It's billed differently.

22 Q. Then when you say -- when you refer to
23 the use of the HD codec for some telephone calls,
24 which telephone calls use the HD codec?

25 A. Telephone calls that have the

1 capability and signal to our softswitch to use that
2 codec.

3 Q. So is that a -- is the HD service a
4 separate service that the customer has to sign up for?

5 A. No.

6 Q. So if a retail residential customer of
7 Big River signs up for telephone service, are their
8 telephone calls carried in the HD codec?

9 A. Generally, no.

10 Q. What determines whether or not their
11 calls will be carried in that codec?

12 A. Whether their device signals to the
13 softswitch that they are using that codec.

14 Q. And by their device, do you mean
15 customer premises equipment?

16 A. Yeah. You can describe it as customer
17 premise equipment.

18 Q. Is the HD codec available only to
19 customers who have IP compatible CPE?

20 A. We probably have some customers that
21 use ATM connectivity that also have that capability.

22 Q. But, for example, a residential end
23 user who has a standard telephone handset would not be
24 able to use that capability?

25 A. Yes, they could. Generally wouldn't

1 use it on a standard analog handset.

2 Q. Would they need IP compatible CPE to
3 use it?

4 A. They would need some device or some
5 software that would use that codec.

6 Q. When did -- when did Big River begin
7 offering this HD codec?

8 A. I would guess three or four years ago.

9 Q. Do you know if they offered it in
10 2010?

11 A. I'm pretty sure we did. I know we
12 did.

13 Q. Okay. I don't recall if I asked you
14 this. But focusing on -- never mind. Never mind. If
15 you could turn to Page 13, please. I'm looking at
16 illustration 2. So the left hand box says AT&T
17 Missouri's network and the right hand box says Big
18 River's network, and in between the two are some
19 arrows. One says InterLATA and the other says local.
20 I assume that represents the exchange of InterLATA and
21 local traffic?

22 A. Yes.

23 Q. Should IntraLATA traffic be included
24 in there as well?

25 A. Yes.

1 Q. And moving -- looking a little bit to
2 the right I see a media gateway in the Big River
3 network box, and to the right of the media gateway is
4 a softswitch. There is a dotted line between them. I
5 assume that represents the transfer of traffic from
6 the softswitch to the media gateway?

7 A. It's really a signaling.

8 Q. Signaling. Is the media from a
9 telephone call transferred from the softswitch to the
10 media gateway in a packetized form?

11 A. No.

12 Q. Where is the media carried?

13 A. Media goes from the gateway to
14 routers, which for simplification purposes aren't
15 represented in that diagram.

16 Q. Okay. Those are routers within Big
17 River's network?

18 A. Yes.

19 Q. And then looking a little further to
20 the right there is icons of telephones that say Big
21 River customer and then lines connecting those to the
22 softswitch. When a Big River customer picks up that
23 handset and makes a telephone call, is the media
24 carried to the softswitch?

25 A. No. The signaling goes to the

1 softswitch and the media goes through routers.

2 Q. Just to be sure we're on the same
3 page, could you please explain to me what you mean by
4 signaling?

5 A. It's the messaging that takes place
6 between an indovice and a softswitch that indicates
7 the perimeters for which services are going to be
8 provided.

9 Q. Now you said a softswitch. I
10 understand that Big River has a softswitch. But is
11 there similar signaling in the PSTN context between
12 the circuit switch and devices, end user devices?

13 A. No.

14 Q. So when you refer to signaling, do you
15 include things like call setup? Is that an example of
16 signaling?

17 A. What do you mean by call setup?

18 Q. Well, I'll strike that. You described
19 signaling as messaging between the softswitch and at
20 the end user device. Is that correct or --

21 A. Yes.

22 Q. What about where a customer is not
23 using IP CPE, does that messaging occur between their
24 device and the softswitch?

25 A. If they're not using IP CPE they would

1 be served off of gateway and the messaging would occur
2 from the gateway to the softswitch.

3 Q. Okay. And if they -- in that case is
4 one of the functions of the gateway to convert the
5 traffic into Internet protocol format, the media?

6 A. Yes. That's one of the functions.

7 Q. And SS7 information?

8 A. No. You're talking about the customer
9 side, correct?

10 Q. Yes.

11 A. No.

12 Q. Okay. So this representation here of
13 a link between the Big River customer and the
14 softswitch for signaling, that's for the case where
15 the Big River customer has IP CPE; is that correct?

16 A. In the case where the end device
17 itself is signaling directly to the softswitch. In
18 other cases there is a gateway and the gateway signals
19 to the softswitch.

20 Q. There may be a gateway even where the
21 customer has IP CPE where the signal leaves or the
22 media leaves their premises in IP format?

23 A. No. There generally won't be a
24 gateway in those cases.

25 Q. When you talk about the signaling and

1 the messaging between the devices, could you give me
2 an example or two of what kind of messaging goes on
3 and what the messaging is for, what it does?

4 A. Which devices do you mean?

5 Q. Between the softswitch and the
6 customer's end device?

7 A. So you want to know what kind of
8 messaging goes on?

9 Q. Yes. For the signaling?

10 A. One, it will advise as to a preferred
11 codec that the customer wants to use. If they're
12 making a call to the PSTN it will contain the digits
13 and the setup to the call that they want to make. It
14 will indicate if they want to use a direct media
15 connection. It will indicate if the customer is using
16 network addressed translation. That will be resolved
17 in the signaling between the customer device and
18 softswitch. Sitting here that's all I can think of.
19 I mean there is probably more.

20 Q. Okay.

21 A. The device will also indicate the
22 signaling protocol. Some devices might support SIP.
23 Some devices might support other protocols like MGCP.
24 That's encoded in the messaging as well.

25 Q. If you could turn to Page 17, please.

1 We're looking at lines 11 through 19. You state here
2 that -- I am going to pick up in the middle of a
3 sentence on line 15 where it indicates to both parties
4 that either party would be providing both
5 telecommunications services of which some percentage
6 is enhanced, and some percentage may not be enhanced.
7 I'll leave off right there. Is it your understanding
8 that a particular service can be a telecommunication
9 service that is enhanced?

10 A. It's my understanding that
11 telecommunication service can have access to enhanced
12 capabilities and services.

13 Q. Up on lines 11 and 12 you say -- well,
14 when you say Mr. Greenlaw seems confused that Big
15 River is providing telecommunications services and
16 enhances services simultaneously, is it your position
17 that Big River provides both telecommunication
18 services and enhanced services?

19 A. Yes.

20 Q. What are the telecommunication
21 services that big River provides?

22 A. Solely telecommunications?

23 Q. Yes.

24 A. It really don't provide any.

25 Q. Then what do you mean by Big River

1 provides both telecommunication services and enhanced
2 services?

3 A. The services we provide both have
4 telecommunications nature and an enhanced nature to
5 them. But fundamentally they are enhanced.

6 Q. Are there any instances where the two
7 can be separated or provided separately?

8 A. You mean could we provide
9 telecommunication services without enhanced services?
10 Without enhanced capabilities?

11 Q. Do you?

12 A. Yes.

13 Q. Well, you could. Do you provide any
14 telecommunication services without enhanced
15 capabilities?

16 A. Yes.

17 Q. And whom do you provide those services
18 to?

19 A. Our customers.

20 Q. Your retail telephone customers?

21 A. Yes.

22 Q. And what are the telecommunication
23 services without enhanced capabilities that you
24 provide to your telephone customers?

25 A. Telecommunication services.

1 Q. Could you give me an example?

2 A. Basic telephone.

3 Q. And by basic telephone you mean --

4 A. Without the capability or often a
5 network that doesn't have enhanced capabilities.

6 Q. Would an example be a Big River
7 customer served by a local wholesale complete?

8 A. Yes.

9 Q. What about resale? Would that include
10 resale customers?

11 A. Yes.

12 Q. And what about so the customers in
13 Missouri served by Big River by a local wholesale
14 complete, does Big River provide only
15 telecommunication services to those customers?

16 A. No.

17 Q. Does Big River provide some
18 telecommunication services that are not enhanced to
19 those customers?

20 A. Yes.

21 Q. And what does the latter include?
22 What services in particular?

23 A. The latter to which what are you
24 referring to?

25 Q. Telecommunication services that are

1 not enhanced?

2 A. Basic telephone service.

3 Q. And by that do you mean --

4 A. Same definition I used previously.

5 Q. Does that include local telephone
6 service?

7 A. For the LWC services provided, yes.

8 Q. What about intrastate long distance?

9 A. For those LWC customers?

10 Q. Yes.

11 A. In some cases, yes.

12 MR. GERMANN: Can we please mark this
13 as Exhibit 4.

14 (WHEREIN, Respondent's Exhibit 4 was
15 marked by court reporter.)

16 Q. (By Mr. Germann) I'm going to hand
17 you what has been marked as Exhibit 4. This states
18 Big River Telephone Company, Missouri P.S.C. Tariff
19 No. 1. On the title page it states Intrastate
20 Interexchange Telecommunications Services. Is this a
21 Big River Tariff for intrastate interexchange
22 telecommunications services in Missouri?

23 A. Yes.

24 Q. Does Big River provide service to
25 customers in Missouri pursuant to this tariff?

1 A. Yes.

2 Q. Where a customer chooses to purchase
3 intrastate interexchange telecommunications services
4 pursuant to this tariff, is this the customer required
5 to also purchase any enhanced service?

6 A. No.

7 Q. Where an intrastate interexchange
8 telecommunication service is provided to a Big River
9 customer in Missouri under this tariff, is that
10 service an example of a telecommunication service that
11 is not enhanced?

12 A. In some cases it is and in some cases
13 it isn't.

14 Q. In what case is it enhanced?

15 A. When it's attached to a network that
16 has the capabilities of providing enhanced services.

17 Q. So if the call is carried on Big
18 River's network, in that case is -- strike that. If a
19 call is carried on Big River's network, is it
20 therefore enhanced?

21 A. Yes.

22 Q. But there may be cases where Big River
23 provides service to its customers without carrying a
24 call on Big River's network; is that correct?

25 A. Yes.

1 Q. And in that case it may be a
2 telecommunication service without any enhancement?

3 A. Yes.

4 MR. GERMANN: Okay. Let's mark this
5 as 5.

6 (WHEREIN, Respondent's Exhibit 5 was
7 marked by court reporter.)

8 Q. (By Mr. Germann) I'm going to hand
9 you what's been marked as Exhibit 5. This is a
10 document that was produced to us in discovery. It
11 states that it's Big River Telephone Company Master
12 Service Agreement. Do you recognize this document?

13 A. Yes.

14 Q. What portion of Big River's customer
15 base in terms of type of customer would this master
16 service agreement be used for?

17 A. I don't know sitting here.

18 Q. Do Big River's business customers sign
19 master service agreements?

20 A. Yes. Generally.

21 Q. Do Big River's residential customers
22 sign master service agreements?

23 A. Some cases they sign agreements and
24 some cases they don't.

25 Q. What's the reason for that

1 distinction? Why do they sometimes have to sign them
2 and sometimes they don't?

3 A. For instance, some customers are month
4 to month. Some customers commit to a, you know, an
5 annual or multiyear contracts.

6 Q. In terms of the Big River's
7 residential customers, would you say the majority of
8 them have signed a master service agreement?

9 A. Like I said before, I'm not sure
10 because I don't know if it's a majority or not.

11 Q. Are there a significant number of
12 residential customers without a master service
13 agreement?

14 MR. HOWE: I'll object to the vague
15 form of the question.

16 A. I don't know what significant -- what
17 you mean by significant. I'm just -- I'm not -- I'm
18 not sure.

19 Q. (By Mr. Germann) But there are
20 residential customers that don't have a master service
21 agreement; is that correct?

22 A. Yes. That's what I said earlier, yes.

23 Q. If they don't have a master service
24 agreement do they have another type of agreement?

25 A. Just a working relationship with us.

1 Q. Are residential customers without a
2 master service agreement served from Big River's
3 tariffs? I'm sorry. Did you understand that?

4 A. No. I didn't understand the question.

5 Q. The Big River residential customers
6 that do not have a master service agreement, are those
7 customers served from Big River's tariffs?

8 A. Yes.

9 Q. Does Big River use a master service
10 agreement for residential customers in all states, in
11 all states where it has customers?

12 A. Generally we do.

13 Q. Was there a time when Big River did
14 not use master service agreements for its residential
15 customers at all?

16 A. I'm not aware.

17 Q. You don't know whether they did?

18 A. Yeah. I'm not aware of a period of
19 where we ever did.

20 Q. Do you think that Big River always
21 used the master service agreement for some residential
22 customers?

23 A. That's what I'm not sure of.

24 Q. Okay. If could you please turn to
25 Page 4 of this master service agreement. I'm looking

1 down at the last paragraph, Big River Telephone's
2 Equipment. The first sentence there states the
3 equipment (modem/router) installed at the customer
4 premise is the property of Big River Telephone and
5 must be returned within thirty (30) days of service
6 termination. My question is is this master service
7 agreement used only where Big River is installing
8 equipment at the customer premise?

9 A. No.

10 Q. So this may be used in a case where
11 there is no Big River equipment installed at the
12 customer premise?

13 A. Correct.

14 Q. Is this master service agreement used
15 in cases where -- strike that. Is this agreement used
16 only in cases where IP compatible CPE is used at the
17 customer premise?

18 A. No.

19 Q. In cases where Big River provides
20 telephone service to a customer on a month to month
21 basis, is this agreement ever used?

22 A. I don't believe so.

23 Q. Is this agreement then used in all
24 cases where service is provided on other than a month
25 to month basis?

1 A. No. I don't believe so.

2 Q. I guess then other than a month to
3 month basis, and by that I mean customers with some
4 other kind of term commitment?

5 A. Same answer.

6 Q. Did customers with a term commitment,
7 do all of those customers have written contracts?

8 A. I don't think so.

9 Q. So does that mean there may be cases
10 where the term commitment is a verbal commitment?

11 A. I guess in some respect it's verbal.

12 Q. Can you just give me an example of how
13 that might arise, how a customer might enter into a
14 term commitment without a written contract?

15 A. I believe we have term pricing in our
16 tariffs that wouldn't be subject to a master service
17 agreement.

18 MR. GERMANN: Okay. Can you please
19 mark this as Exhibit 6.

20 (WHEREIN, Respondent's Exhibit 6 was
21 marked by court reporter.)

22 Q. (By Mr. Germann) I'm handing you
23 what's been marked as Exhibit 6. That is a Cover
24 Letter to the Minnesota Public Service Commission
25 application to provide local exchange and

1 interexchange telecommunication services in Minnesota.
2 So in 2007 did Big River apply for a certificate to
3 provide local and interexchange telecommunication
4 services in Minnesota?

5 A. Yes.

6 Q. Do you know if that application was
7 granted?

8 A. Yes.

9 Q. And does Big River currently provide
10 telephone service in Minnesota?

11 A. I believe we do.

12 Q. I'm going to count in pages because
13 these are not -- let me see if it is numbered. I'm
14 looking at attachment four, which I think is about the
15 ninth page in. It says Attachment 4, Technology and
16 Service Plan?

17 A. Yes.

18 Q. Now this attachment describes how Big
19 River proposed to provide telephone service in
20 Minnesota; is that correct?

21 A. Yes.

22 Q. And the first sentence of the second
23 paragraph states the customers will be accessed
24 through the broadband connections of local Cable T.V.
25 operators, with whom Big River will have a contractual

1 relationship for installation, maintenance and
2 support. Does that describe how Big River currently
3 provides service in Minnesota?

4 A. I'm not aware. If we're providing
5 service that would probably apply.

6 Q. Does Big River provide service in this
7 manner in other states? To be clear, when I say in
8 this manner I mean in the broadband connections of
9 local cable T.V. operators?

10 A. Yes.

11 Q. The next sentence here states the
12 cable T.V. operator will put a device called a
13 Multi-Terminal Adaptor, MTA, at the customer's
14 premises. Is this MTA device similar to the -- is
15 this the same CPE that Big River uses in other states
16 where it provides telephone service using broadband
17 connection?

18 A. It's the same type or category device.

19 Q. Right below Figure 4-1, the first
20 sentence there is once the call is originated by the
21 customer via the MTA, the call will be carried via the
22 managed IP network of the cable T.V. operator to Big
23 River's switching center, or gateway. Now, in other
24 states where Big River provides telephone service to
25 customers using the broadband connection of a local

1 cable operator, is that generally how calls are
2 carried when they're originated by the customer?

3 A. Yes.

4 Q. Okay. I take it at the Big River
5 switching center, is that a place where there would be
6 routers?

7 A. Yes.

8 Q. Looking back at Attachment 7, Billing.
9 The third sentence begins as the vast majority of
10 customers. It says as the vast majority of customers
11 sign up for Big River's Local and Unlimited Long
12 Distance plan which also includes, and then it goes
13 on. Really my question is in the other states where
14 Big River provides telephone service to its customers
15 using the broadband connection of a cable operator, do
16 most of those customers sign up for both local and
17 unlimited long distance service?

18 A. Yes.

19 Q. Then I'm flipping back to Attachment
20 19, which is from the end, it's the fourth page from
21 the end. Attachment 19, Jurisdictions Where Big River
22 Offers Services. There are, what, eight states listed
23 here. At the time when this was filed were these the
24 only states where Big River provided retail local and
25 interexchange service?

1 A. I believe so.

2 Q. If there were others, would it be safe
3 to assume that they were relatively recent expansion
4 and would count for probably a smaller amount of
5 customers?

6 A. Yes. Or an oversight. But generally
7 we keep the dates in which we were authorized to
8 provide services, and I'm guessing we checked that
9 when we put this list together.

10 Q. Missouri was the first state where you
11 were authorized to provide service, right?

12 A. Yes.

13 Q. If you turn to the next page,
14 Attachment 20, Services Offered. It states the Big
15 River will be providing a variety of local and
16 interexchange services, however it will principally be
17 providing traditional telephone service ("POTS") to
18 residential and small and medium sized businesses. My
19 question is with respect to Big River's operations as
20 a whole with respect to its retail customers, does Big
21 River principally provide telephone service to
22 residential and small and medium sized businesses?

23 A. Do we generally what?

24 Q. Do you principally provide telephone
25 service to residential and small and medium size

1 businesses?

2 MR. HOWE: I'll object to the vague
3 form of the question.

4 A. Yeah. You asked the question earlier
5 on in the whole line of questioning, and I said yes.
6 Generally we do provide service to the residential and
7 small and medium sized business customers. But you
8 understand that small and medium sized business
9 customers will have one or two lines of service or a
10 small amount of services they get from us. A large
11 corporation is only one customer. But it might
12 account for 12,000 lines.

13 Q. (By Mr. Germann) Right. I was asking
14 because I'm trying to make sure I understand what the
15 bulk of your business so to speak is and make sure I
16 wasn't missing something. We talked a little bit
17 about I guess what I'll call Big River's wholesale
18 business. The wholesale service provided to cable
19 companies. Apart from that, are there other wholesale
20 services that Big River provides?

21 A. Yes.

22 Q. And what are those other wholesale
23 services?

24 A. Enhanced telecommunications to other
25 wholesale partners. You said cable companies. That's

1 other service providers of a different ilk.

2 Q. Could you give me an example, please?
3 You don't have to name names. I'm just trying to get
4 an understanding of what you mean.

5 A. Companies that service corporate
6 accounts across the U.S. that want to have enhanced
7 telecommunication services that go beyond their
8 capabilities of providing those services.

9 Q. With respect to those wholesale
10 services, does Big River provide the kind of
11 origination and termination service that we talked
12 about earlier with respect to the wholesale VoIP to
13 cable companies?

14 A. Generally, yes.

15 MR. GRYZMALA: Let's take a couple of
16 minutes.

17 MR. GERMANN: Yes. Let's take a
18 little break.

19 (WHEREIN, a recess was taken at this
20 time.)

21 MR. GERMANN: Let's mark this as
22 Exhibit 7.

23 (WHEREIN, Exhibit 7 was marked by
24 court reporter.)

25 Q. (By Mr. Germann) I'm handing you

1 what's been marked as Exhibit 7. This is Big River's
2 annual report to the Missouri Commission for the year
3 of 2010. If you could turn to the third page, please.
4 In the third page is a statement of revenues; is that
5 correct?

6 A. Yes.

7 Q. It includes among other things
8 revenues are divided to Missouri jurisdictional and
9 total company; is that correct?

10 A. Yes.

11 Q. Is it your understanding that the
12 total company, which is column B, includes all
13 revenues other than those attributable to services
14 provided in the State of Missouri?

15 A. How did you characterize it?

16 Q. Is it your understanding that column B
17 accounts for all revenues other than those
18 attributable to revenues from serving customers in the
19 State of Missouri?

20 A. I'm not sure.

21 Q. You are the CEO of Big River; is that
22 correct?

23 A. That's correct.

24 Q. And as such you have some familiarity
25 with the financial statements of Big River?

1 A. That's correct.

2 Q. If you look down on this page to the
3 lower right hand side there is a figure, which I won't
4 state on the record. I don't think we need to. Well,
5 if you look at Line 13 it's total revenues. Column A
6 is Missouri jurisdictional. The next column is total
7 company. I take that back. I guess total company may
8 include Missouri. That's where I had it wrong. The
9 figure in column B on Line 13, does that figure, does
10 that square with your recollection of what Big River's
11 total revenues for the year 2010 were?

12 A. I'll interpret the term square. It's
13 probably close to our total company revenues.

14 Q. We've talked a little bit about
15 telecommunication services provided by Big River and
16 enhanced services provided by Big River. To your
17 knowledge, do these revenue figures include all of
18 those services?

19 A. I don't believe they do.

20 Q. What revenues do you think are
21 excluded from this report here?

22 A. Non regulated revenues.

23 Q. What kind of -- what do you mean by
24 non regulated revenues?

25 A. Revenues not subject to regulation by

1 a commission.

2 Q. What kind of services does Big River
3 have that generate revenue along those lines?

4 MR. HOWE: Just for clarification, now
5 or back then?

6 MR. GERMANN: In 2010.

7 THE WITNESS: In enhanced services,
8 data services, including Internet services, Internet
9 related services.

10 Q. (By Mr. Germann) Are those services
11 generally provided by Big River, or were they provided
12 in 2010 generally as part of a bundle or package of
13 services?

14 A. Since --

15 Q. I'm sorry. Were they in 2010
16 generally included as part of a bundle or package of
17 services that included voice service?

18 A. Some were and some weren't.

19 Q. To the extent that Big River provided
20 voice services, retail voice services in 2010, would
21 all revenues from those customers be included in this
22 schedule on this page?

23 A. Retail voice services?

24 Q. Yes.

25 A. I think so, yes.

1 Q. And really to get a little more
2 specific. If you look at row four here it talks about
3 bundled or packaged revenues. It states included in
4 revenues where the company is providing voice service
5 in combination with multiple services. If such
6 bundles include internet, video, some non regulated
7 service then the revenue shall be based on the radar
8 for voice services. I mean you can strike that
9 question. One of the services discussed in your
10 testimony that Big River contends is the fax service
11 or the fax capabilities it provides its voice
12 customers; is that correct?

13 A. Yes.

14 Q. Now to the extent a customer purchased
15 in 2010 voice service from Big River and had access to
16 those fax capabilities, would the revenues from the
17 fax capabilities be included in the schedule?

18 A. I don't believe so.

19 Q. Did Big River charge separately for
20 that fax service, separately from the voice telephone
21 service?

22 A. For some of our fax services, yes.

23 Q. Which fax services did Big River
24 charge separately for?

25 A. The virtual fax service that we

1 provide to our customers.

2 Q. In 2010 did all customers who wanted
3 the virtual fax service have to pay a separate fee for
4 that?

5 A. I'm not sure.

6 Q. But some did?

7 A. Yes.

8 Q. Did customers generally have to pay a
9 separate fee for that virtual fax service?

10 A. Yes. Uh-huh.

11 Q. Line seven is wholesale revenues.
12 Would these figures include the wholesale VoIP service
13 that we discussed earlier?

14 A. I'm not sure.

15 Q. To the extent a Big River voice
16 telephone service customer was offered or provided
17 enhanced capabilities for which there was no separate
18 charge, would the revenue from that customer be
19 included in here?

20 A. So he wasn't charged?

21 Q. If there was no separate charge?

22 A. We're not going to report any revenue
23 for this. But are you saying for the rest of his
24 services?

25 Q. Yes.

1 A. If they were regulated they would be
2 reported here.

3 Q. In those cases does Big River allocate
4 some portion of the purchase price to the voice
5 service and some portion to the enhanced capabilities?

6 A. For reporting here?

7 Q. Yes.

8 A. I don't believe so. I don't know.

9 MR. I'm going to come back to this in
10 a second. But first if we can mark this as Exhibit 8.

11 (WHEREIN, Respondent's Exhibit 8 was
12 marked by court reporter.)

13 Q. (By Mr. Germann) I'm going to hand
14 you Exhibit 8, which is a copy of your direct
15 testimony in this proceeding. If you can turn to Page
16 12, please. Down beginning around Line 12 you refer
17 to Big River's voicemail platform. Does Big River
18 offer voicemail to all of its telephone customers?

19 A. There is probably a few that don't
20 have voicemail. But generally they all take
21 voicemail.

22 Q. Is there any separate charge for that
23 service?

24 A. Yes. I believe it is.

25 Q. Looking at the next page, Page 13, you

1 refer to the customer web self-care system. That's a
2 system whereby customers can via the web make various
3 settings and change settings; is that correct?

4 A. Yes.

5 Q. Okay.

6 A. They gain access to their voice mails
7 and as you said change the settings, delete voice
8 mails, play voice mails. Things like that.

9 Q. Is that something that all Big River
10 Telephone customers have access to?

11 A. Yes.

12 Q. Is there any separate charge for
13 access to the web self-care?

14 A. No.

15 Q. When Big River provides voice
16 telephone service to a customer, does it allocate a
17 portion of that revenue and attribute it to the web
18 self-care system?

19 MR. HOWE: I'll object to the form of
20 the question.

21 A. Allocate where, for who, for what?

22 Q. (By Mr. Germann) On any books or
23 records, does it allocate revenue to the web self-care
24 system?

25 A. I'm not sure.

1 Q. Is the web self-care system viewed as
2 a web generating service?

3 A. Yes.

4 Q. But you don't if revenues are actually
5 allocated to it?

6 A. Not directly allocated to it as you
7 suggest, no.

8 Q. They may be allocated to the
9 underlying telephone service?

10 A. Yes.

11 Q. The next page, Page 14, there is a
12 list of nine different features here. I'm wondering
13 if you could run through and tell me if there is a
14 separate charge for any of these?

15 A. HD Phone Calls, no. HD Conferencing,
16 yes. Big River Softphone App, no. Mass Announcement
17 Service, yes. Direct Media, I believe yes. Fire Bar,
18 yes. Privacy Defender, I believe yes. Auto
19 Attendant, yes. Intelligent Routing, yes.

20 Q. I want to go back to direct media. I
21 think you mentioned this earlier today. Frankly I
22 don't understand what it is. I'm wondering if you can
23 explain to me what the direct media function is.

24 A. In a data centric network that media
25 is traveling over routers. There is provisions within

1 various protocols across those networks to allow the
2 media to traverse a different path than the signaling.
3 The path will be subject to routing protocols such
4 that the media is routed in a manner to provide the
5 highest quality fashion. Presentation of that media.

6 Q. Is this something that wholesale
7 customers purchase or business customers?

8 A. Yes.

9 Q. Both?

10 A. Yes.

11 Q. And I take it this is generally not
12 something that a residential customer would purchase;
13 is that correct?

14 A. Correct.

15 Q. These nine features here, are they
16 provided in all of the states where Big River provides
17 service?

18 A. Yes.

19 Q. Were all of these features provided in
20 2010?

21 A. Star code dialing I believe might have
22 been added sometime last year.

23 Q. And you believe that the --

24 A. I believe that rest were available in
25 2010.

1 Q. Do you know when the soft phone app
2 was released?

3 A. No. I don't know.

4 Q. But you think it was entered before
5 2010, or do you not know?

6 A. I do not know.

7 Q. How does the soft phone app work?

8 MR. HOWE: Object to the form of the
9 question. Just in terms of asking what it does or --

10 Q. (By Mr. Germann) Well, I assume it's
11 an app that somebody would put on their smart phone;
12 is that correct?

13 A. That's correct.

14 Q. And is this an app that allows them to
15 make telephone calls over the app?

16 A. Yes. Generally that's the case.

17 Q. In order to purchase local and
18 interexchange telephone service from Big River, does
19 the customer have to purchase any of these features
20 listed on Page 14?

21 A. No. Not that I'm aware of.

22 Q. The last one listed here, Intelligent
23 Routing, is that similar to speed dial?

24 A. No.

25 Q. What -- how is it different?

1 A. Speed dial is a line feature on a
2 circuit base switch that enables that customer to
3 store a set number of ten digit telephone numbers
4 associated with like a one or two digit number. This
5 capability allows a whole host of customers at various
6 locations across various states in the midst of their
7 dialing to access the database that's maintained that
8 allows them to dial a code and for us to interpret and
9 know where that call is to be routed.

10 Q. So --

11 A. The value is with speed calling you
12 have to load that. If you're serving a thousand lines
13 off of that same group you've got to load that into a
14 thousand line features.

15 Q. So a single customer that has say 100
16 lines at ten different locations can set up two to
17 four digit codes that will automatically work at all
18 of the stations?

19 A. Yes. It might seem the same for, you
20 know, a lay person or whatever. But the processing
21 and actually the capability for that customer is
22 significantly enhanced.

23 Q. Right. They don't have to
24 individually set each line?

25 A. That's correct.

1 Q. If you can turn back, please, to Page
2 4. I'll still looking at your direct testimony. I'm
3 looking at the very last question there. Where it
4 begins all traffic on Big River network uses one to
5 three signaling protocols, and then you list three
6 below. Just to be clear, the three protocols you list
7 there, those are for signaling as distinct from
8 protocols used to carry media; is that correct?

9 A. Yes.

10 Q. If you can turn to Page 9, please. In
11 here you're discussing the conversion of DTMF signals.
12 Earlier we talked about there are instances where
13 traffic from a Big River customer is converted to
14 Internet protocol at the customer premises equipment,
15 and there are other cases where it's converted at a
16 gateway; is that correct?

17 A. Yes.

18 Q. In the latter instance is this DTMF
19 conversion also done at the gateway?

20 A. Yes.

21 Q. If you could please turn to Page 11.
22 In the middle of the page here you're talking about
23 the -- I'm not sure how to say. AVOICS service. All
24 caps A-V-O-I-C-S. So you say that Big River obtained
25 that AVOICS service in late June of this year; is that

1 correct?

2 A. Yes.

3 Q. Is that service provided to Big River
4 by AT&T Missouri?

5 A. I don't know. We just kind of think
6 of it as AT&T. They have the DBA's. I can't tell
7 you.

8 Q. So you don't know what AT&T entity
9 provides that service?

10 A. No.

11 Q. Okay.

12 A. I mean I assumed it was AT&T. But
13 based upon your question the fact that there is a lot
14 of corporate entities it could be another AT&T.

15 Q. Okay. If we could actually go back to
16 Exhibit 7, which is the 2010 annual report. If you
17 can turn to Page 5, please. Page 5 begins a chart
18 that is line quantities for local voice service, and I
19 VoIP service. You'll see there is a heading for
20 retail. Then it's divided into residential and
21 business. Those are further divided into facility
22 based versus resale/UNE. We talked a bit before about
23 resaling UNE. I guess my question now is in the
24 facility based category, do those include -- the fact
25 that lines are listed under the facility based column,

1 that doesn't mean that Big River owns the local loop,
2 does it?

3 A. No.

4 Q. And, actually, I'm referring to
5 footnote three here. It states facility based for
6 first alliance served whereby your company or an
7 affiliate owns the switch and/or local loop. So in an
8 example we talked about where Big River provides
9 resale service to end users using the cable company's
10 last mile. Is it your understanding that those lines
11 would be listed here as facility based?

12 A. Yes.

13 Q. I believe you mentioned earlier that
14 somewhat analogous to the situation of where Big River
15 provides service using a cable company's network.
16 There may be examples where it provides service using
17 a DSL provider's connection; is that correct?

18 A. Yes.

19 Q. And I just -- I simply don't recall.
20 Was that -- in that case is Big River providing
21 wholesale service, or is Big River a retail provider
22 to the end user?

23 A. Retail provider.

24 Q. Okay. In those cases does Big River
25 purchase DSL service from the provider, from the DSL

1 provider?

2 A. We might on a small occasion. But
3 generally it's their own DSL service.

4 Q. Are these DSL providers generally
5 local telephone companies?

6 A. On the very few instances.

7 Q. No. In general?

8 A. In general, like I said, we're the DSL
9 provider.

10 Q. Okay. In general you are -- Big River
11 provides the DSL?

12 A. That's correct.

13 Q. And provides telephone service over
14 that DSL link?

15 A. Yes.

16 Q. In those cases where Big River is
17 providing the DSL, how does Big River obtain access to
18 the last mile of the network to connect to the
19 customer's premises?

20 A. Lease a loop from the incumbent
21 exchange carrier.

22 Q. So this is the UNE loop situation?

23 A. Yes.

24 Q. Apart from cases where Big River is
25 leasing the UNE loop, are there any instances where it

1 is the DSL provider?

2 A. No. We lease the loop when we provide
3 DSL.

4 Q. Does Big River lease loops in or UNE
5 loops in all of the states where it offers service?

6 A. No.

7 Q. Do you know which ones -- which states
8 it does lease UNE loops in? I believe we went through
9 Missouri.

10 A. I'm not sure if we lease it in any
11 other states.

12 Q. Okay. You also mentioned wireless,
13 where in some cases I believe you said wireless may be
14 used as the last mile link to the customer; is that
15 correct?

16 A. Yes.

17 Q. In those cases why does Big River use
18 wireless as the last mile link?

19 A. It's the most economical way to get to
20 the customer.

21 Q. Who provides the wireless link?

22 A. In most cases a wholesale partner who
23 we have an agreement with.

24 Q. Is that -- is that offered to any
25 residential customers?

1 A. Yes.

2 Q. And do you know in what states?

3 A. I'm not sure. I believe Kansas. It
4 might be Louisiana. I'm just not sure.

5 Q. Okay.

6 A. I know we do in Kansas.

7 Q. In terms of Big River's overall retail
8 customer base, what proportion of that customer base
9 has wireless as their last mile link?

10 A. Small.

11 Q. Is it relatively small number?

12 A. Relatively small.

13 Q. And I may have asked you this. But do
14 you know if there are any retail customers in Missouri
15 that have wireless as their last mile link?

16 A. Again, I'm not sure.

17 Q. We don't need to refer back to because
18 I think you'll recall in your rebuttal testimony there
19 was a diagram that included Big River's softswitch.
20 Does Big River have multiple softswitches?

21 A. Yes.

22 Q. How many does it have?

23 A. Two.

24 Q. Are they both in the St. Louis area?

25 A. No.

1 Q. Was the first one in the St. Louis
2 area?

3 A. The first one was in Cape Girardeau.

4 Q. In Cape Girardeau. Was that a MEDI
5 Switch VP 3510?

6 A. It was a MEDI switch, yes. I don't
7 know the model number.

8 Q. Is the second one also a MEDI switch?

9 A. Yes.

10 MR. GERMANN: Can we go off the
11 record.

12 (WHEREIN, a discussion was held off
13 the record.)

14 Q. (By Mr. Germann) Go back on. I do
15 have just a couple of more questions. Referring back
16 to Exhibit 8, which is your direct testimony. The
17 last page listed I think nine different features. I'm
18 not -- I'm not going to mark these documents. But in
19 discovery Big River produced documents such as a web
20 self-care guide, materials referring to the fax
21 products and features guides for residential and
22 commercial services. My question is whether Big River
23 has similar documents that describe the nine features
24 listed on Page 14 here?

25 A. If we didn't provide them I don't

1 think we have them. Generally we just discuss these
2 issues with our customers. Our sales process is very
3 consultative, and in those consultations and
4 discussions we raise these capabilities with them
5 there.

6 Q. Would there be some kind of document
7 or guide explaining to a customer how to, for example,
8 set up auto attendant or how to set up fire bar?

9 A. It's web enabled, and there might be a
10 help associated with that, you know, online. You
11 know, I guess if that's the document it might be
12 there. But generally it's like an app almost. It's
13 pretty self intuitive.

14 Q. Okay. I forgot to ask you about the
15 eighth one listed here, which is auto attendant. What
16 is that? What would a customer use that for?

17 A. When they generally have a situation
18 where instead of answering the phone they want to
19 provide some sort of base information. For instance,
20 a business might say instead of answering the phone
21 where and telling where their location is, if that's
22 the most requested information people make on a
23 telephone call they'll have a prompt and for
24 directions hit one. Store hours, hit two. So
25 generally what they'll do is they will evaluate why

1 people call them. If they can eliminate a lot of
2 calls they'll use an auto attendant.

3 Q. Okay.

4 A. It also allows for routing. Again, if
5 it's a more sophisticated business, for instance, they
6 might have a -- for one department hit a number. For
7 another department hit another number. Things like
8 that.

9 Q. Okay.

10 A. It's auto attendant. It's web based.
11 Again, the biggest thing that we've found of value to
12 our customers it's speech detected. So when we dealt
13 with a lot of corporate clients, for instance, they
14 would have a store manager try to record the auto
15 attendant prompts and things. So the quality of the
16 speech that you get, just the quality of the delivery
17 that you would get would vary quite a bit. So those
18 folks tend to like -- and the text to speech
19 capabilities are very natural sounding. They prefer
20 to just be able to script what it is the prompts are
21 and have a more professional sound associated with it.
22 So if somebody is trying to record it, that's what it
23 is.

24 Q. Thank you. Lastly referring back to
25 the services we discussed earlier where Big River

1 provides a wholesale VoIP service to cable companies.
2 In that situation does Big River require the cable
3 companies to pay access charges when their customers
4 make long distance calls?

5 A. What do you mean access charges?

6 Q. Term --

7 A. For the tariff?

8 Q. For the termination?

9 A. No.

10 Q. Are the cable companies required to
11 reimburse Big River for any access charges that are
12 incurred when the customers makes calls?

13 A. Again, using the terms access charges,
14 that carries a lot of regulatory meaning and suggests
15 that we would charge them for a tariff. We don't do
16 that.

17 Q. Are they required to reimburse Big
18 River for any termination fees that Big River incurs
19 in connection with the termination of the calls?

20 A. Yes.

21 MR. GERMANN: That's all I have.

22 MR. HOWE: I don't have any questions.
23 Do you want to waive signature?

24 THE WITNESS: What?

25 MR. HOWE: You can either review it,

1 make sure it's accurate, or waive your signature and
2 rely on her. We'll waive signature. I'll take a
3 regular copy, please.

4 MR. GERMANN: I'll take a regular.

5 (WHEREIN, deposition proceedings were
6 concluded at 4:23 p.m.)

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NOTARIAL CERTIFICATE

I, Stephanie D. Darr, Certified Court Reporter
and a duly commissioned Notary Public within and for
the State of Missouri, do hereby certify that the
record was taken by me to the best of my ability and
thereafter reduced to typewriting under my direction;
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Stephanie D. Darr, CCR