

Exhibit No:  
Issues: Switched Access  
Witness: Sandra Douglas  
Type of Exhibit: Rebuttal Testimony  
Sponsoring Party: Southwestern Bell  
Telephone, L.P., d/b/a SBC  
Missouri  
Case No: TO-2005-0336

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

CASE NO. TO-2005-0336

REBUTTAL TESTIMONY

OF

SANDRA DOUGLAS

St. Louis, Missouri  
May 19, 2005

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

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

Case No. TO-2005-0336

AFFIDAVIT OF SANDRA DOUGLAS

STATE OF MISSOURI

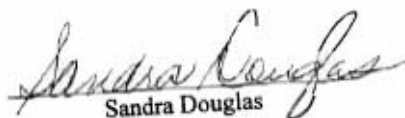
CITY OF ST. LOUIS

I, Sandra Douglas, of lawful age, being duly sworn, depose and state:


1. My name is Sandra Marie Douglas. I am presently Associate Director-Switched Access Regulatory for Southwestern Bell Telephone, L.P..

Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony.

3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

  
Sandra Douglas

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

  
Notary Public

My Commission Expires Jan. 5, 2008

MARYANN PURCELL  
Notary Public - Notary Seal  
STATE OF MISSOURI  
City of St. Louis  
My Commission Expires: Jan. 5, 2008

## **TABLE OF CONTENTS**

	<b><u>Pages</u></b>
I. Introduction.....	1
II. Executive Summary .....	1
III. Assessment of Switched Access Charges to Interexchange Traffic .....	2
IV. Multi-jurisdictional Trunks .....	2
V. 8YY Traffic.....	7
VI. IntraLATA Toll Compensation.....	8
VII. Definitions.....	9

1   **I.       INTRODUCTION**

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

3   A.     My name is Sandra Douglas. My business address is 1010 Pine, 6-E-11, St.  
4         Louis, MO 63101.

5   **Q.     ARE YOU THE SAME SANDRA DOUGLAS WHO FILED DIRECT**  
6         **TESTIMONY IN THIS CASE?**

7   A.     Yes, I am.

8   **II.     EXECUTIVE SUMMARY**

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

10   A.    My Rebuttal Testimony responds to the Direct Testimony filed by AT&T, MCI, Inc.,  
11         Charter, the CLEC Coalition and Sprint. As my testimony shows, consistent with  
12         the Commission's Enhanced Record Exchange Rule, the Commission should find  
13         that Switched Access traffic should be delivered to SBC Missouri on Switched  
14         Access service trunks separate from local traffic, which should be delivered over  
15         local interconnection trunks. In addition, the Commission should find a)  
16         Switched Access charges should be assessed on all 8YY traffic; b) the Party  
17         responsible for billing an 800 service provider is the Party who performs the 800  
18         query; c) SBC Missouri's proposed language regarding Feature Group B and D  
19         routing and transmission is different from the tariffed terms and conditions for  
20         these service, and therefore, it is not appropriate to duplicate tariff terms and  
21         conditions within the agreement; d) it is appropriate to use the term intraLATA  
22         interexchange in Section 1.1 of Attachment 12 and e) SBC Missouri's proposed  
23         definition of intraLATA toll is consistent with the act and should be adopted.

**III.    ASSESSMENT OF SWITCHED ACCESS CHARGES TO**  
**INTEREXCHANGE TRAFFIC**

1        **AT&T Issue NIA 14a:**  
2        **Issue statement:** *Should this agreement contain terms and conditions for*  
3        *Feature Group B and D traffic?*

4        **Q.     DID YOU ADDRESS THIS ISSUE IN YOUR DIRECT TESTIMONY?**

5        A.     Yes. As I explained beginning on page 9 of my Direct Testimony, SBC Missouri  
6        is not requesting that the tariff terms and conditions (i.e., description of service,  
7        rates) be duplicated within the agreement. However, my Direct Testimony  
8        recognized that SBC Missouri is in fact proposing language regarding the routing  
9        and transmission of traffic in specific situations and that the tariff does not contain  
10       detailed routing and transmission information.

11       **Q.     DID AT&T PROVIDE DIRECT TESTIMONY ON THIS ISSUE THAT**  
12       **SUPPORTS SBC MISSOURI'S POSITION?**

13       A.     Yes. Mr. Schell states AT&T is puzzled by SBC Missouri's position because  
14       SBC Missouri "is proposing language in Sections 2.1 and 2.1.4 of Attachment 11,  
15       Part C that address the *transmission and routing* of IXC Feature Group B and D  
16       traffic."<sup>1</sup> As I testified in my Direct Testimony and as I state above, the  
17       transmission and routing of traffic and the terms and conditions for purchasing  
18       Switched Access service are two entirely different things. Accordingly, it is  
19       appropriate for the agreement to address the routing and transmission of traffic,  
20       while the terms and conditions for Switched Access are properly addressed in the  
21       tariff.

22  
23       **IV.     MULTI-JURISDICTIONAL TRUNKING TRAFFIC**

24       **AT&T Issues IC SBC 6e, IC SBC 7, NIA SBC 10, NIA 15a**  
25       **Issue statement IC SBC 6e:** *Should Interconnection Trunk Groups only carry*  
26       *Section 251(b)(5)/IntraLATA and ISP bound Traffic?*

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<sup>1</sup> Direct Testimony of John D. Schell on Behalf of AT&T, page 79, lines 20-22. (Emphasis added.)

1 **Issue statement IC SBC 7:** *Should AT&T be required to use toll connecting*  
2 *trunks to deliver interLATA traffic?*  
3 **Issue statement NIA SBC 10:** *Should Local Interconnection Trunk Groups*  
4 *carry only Section 251 (b) (5) /IntraLATA Toll Traffic?*  
5 **Issue statement NIA 15A:** *May AT&T combine originating Section 251(b)(5)*  
6 *Traffic, intraLATA Exchange Access with interLATA Exchange Access Traffic on*  
7 *Feature Group D exchange access trunks AT&T obtains from SBC Missouri?*

8 **CLEC Coalition Issues NIA 3, ITR 3:**

9 **Issue statement NIA3:** *Should CLECs be allowed to combine interLATA traffic*  
10 *on the same trunk groups with Section 251(b)(5), ISP Bound and IntraLATA Toll*  
11 *Traffic?*

12 **Issue statement ITR3:** *Should CLECs be able to combine InterLATA Toll*  
13 *Traffic on the same trunks with Section 251(b)(5), ISP Bound and IntraLATA Toll*  
14 *Traffic?*

15 **MCI Issue NIM/ITR 15:**

16 **Issue statement:** *If MCI provides SBC MISSOURI with the jurisdictional*  
17 *factors required to rate traffic, should MCI be permitted to combine InterLATA*  
18 *traffic on the same trunk groups that carry Local and IntraLATA traffic?*

19 **Sprint Issues IC Sprint 1b, IC Sprint 9, IC SBC 9, ITR 3a, NIM Sprint 3a,**  
20 **NIM SBC 3a:**

21 **Issue Statement IC Sprint 1b:** *Is it appropriate to include terms and conditions*  
22 *for the exchange of InterLATA Toll Traffic in this Appendix when such traffic*  
23 *rides the same facilities as non-toll traffic?*

24 **Issue statement IC Sprint 9:** *Should a party be required to separate traffic types*  
25 *onto separate trunks as a means of ensuring that the terminating party may*  
26 *receive proper compensation?*

27 **Issue statement IC SBC 9:** *Should a party be prohibited from delivering*  
28 *interLATA traffic over Section 251(b)(5) Local Interconnection trunks so that the*  
29 *terminating party may receive proper compensation?*

30 **Issue statement ITR 3a:** *May Sprint combine originating 251(b)(5) Traffic,*  
31 *intraLATA toll traffic, and interLATA toll traffic on the same trunk groups?*

32 **Issue statement NIM Sprint 3a:** *May the parties combine originating 251(b)(5)*  
33 *Traffic, intraLATA toll traffic, and interLATA toll traffic on the same trunk*  
34 *groups?*

35 **Issue statement NIM SBC 3a:** *May Sprint combine originating 251(b)(5)*  
36 *Traffic, intraLATA toll traffic, and interLATA toll traffic on the same trunk*  
37 *groups?*

38

39 **Q. DID AT&T FILE TESTIMONY ON THIS ISSUE?**

40 A. Yes. Mr. John D. Schell, Jr. filed testimony on behalf of AT&T's position that it

41 should not be required to have separate trunk groups. In addition, Mr. Schell

1 claims AT&T should be allowed to put local traffic over its Switched Access  
2 FGD service.

3 **Q. DID THE CLEC COALITION FILE TESTIMONY ON THIS ISSUE?**

4 A. Yes. Mr. Charles D. Land filed testimony claiming the CLEC Coalition should  
5 also be allowed to deliver interLATA traffic over local interconnection trunks.

6 **Q. DID MCIm FILE TESTIMONY ON THIS ISSUE?**

7 A. I have included this issue in this segment of my testimony because Mr. Don Price  
8 filed testimony on MCIm's position that it should be allowed to carry interLATA  
9 traffic on the same trunk group as local and intraLATA traffic. Mr. Price's  
10 testimony, however, was incomplete: although Mr. Price addressed MCIm's  
11 contention that it be allowed to mix interLATA traffic on the same trunk groups  
12 that carry local and intraLATA traffic, he did *not* provide any support for MCIm's  
13 proposal to use factors to determine the jurisdiction of this type of mixed traffic.

14 **Q. DID SPRINT FILE TESTIMONY ON THIS ISSUE?**

15 A. Yes. Mr. Peter Sywenki filed testimony on Sprint's position that it be allowed to  
16 "various traffic "types" onto existing established trunks and facilities, regardless  
17 of whether they were initially established as "access" or "local"<sup>2</sup>.

18 **Q. SINCE FILING DIRECT TESTIMONY, HAS THIS COMMISSION**  
19 **ISSUED AN ORDER THAT IMPACTS THIS ISSUE?**

20 A. Yes. On May 6, 2005 the Commission issued and filed with the Missouri  
21 Secretary of State its Order of Rulemaking from Case No. TX-2003-0301,  
22 adopting the proposed Enhanced Record Exchange Rule previously published in

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<sup>2</sup> Peter Sywenki – Direct Testimony, page 18, lines 13-15.

1 the Missouri Register on January 3, 2005. The rule becomes effective 30 days  
2 after publication in the Code of State Regulations.

3 **Q. DOES THE ENHANCED RECORD EXCHANGE RULE SUPPORT SBC**  
4 **MISSOURI’S POSITION ON THE ISSUE OF SEPARATE TRUNKS?**

5 A. Yes. The rule reflects the Commission’s understanding that proper record  
6 creation is dependent on the requirement to place certain types of traffic on  
7 separate trunk groups as it enters the LEC-to-LEC network. Specifically, Section  
8 29.010 of the rule states that “interLATA wireline telecommunications traffic  
9 shall not be transmitted over the LEC-to-LEC network, but must originate and  
10 terminate telecommunications traffic with the use of an interexchange carrier  
11 point of presence . . .” Section 29.030(2) states that “no originating wireline  
12 carrier shall place interLATA traffic on the LEC-to-LEC network.” And Section  
13 29.030(3) states that “no carrier shall terminate traffic on the LEC-to-LEC  
14 network, when such traffic was originated by or with the use of Feature Group A,  
15 B or D protocol trunking arrangements.” In its response to comments on these  
16 sections, the Commission explained that:

17 This section precludes the practice whereby calls may be  
18 terminated on local interconnection trunks subject to reciprocal  
19 compensation when in fact they were originated on meet-point  
20 trunks and are subject to access charges. The section seeks to  
21 assist local exchange carriers, such as Sprint, CenturyTel, and the  
22 STCG member companies, in collecting tariff charges by limiting  
23 potential instances of tariff arbitrage.<sup>3</sup>  
24

25 The Commission also noted that “[t]he efficiencies inherent in separating trunk  
26 groups for LEC-to-LEC traffic and IXC traffic are evident by the plethora of  
27 interconnection agreements we have approved which contain separations for the

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<sup>3</sup> Order of Rulemaking Adopting 4 CSR 240-29.030, p. 4.



1 two.”<sup>4</sup> I believe these statements clearly reflect the Commission’s understanding  
2 that combining traffic on local interconnection trunks would lead to inaccurate  
3 billing, as I discussed in my Direct Testimony, and that this problem can be  
4 avoided by prohibiting Switched Access traffic from being carried on local  
5 interconnection trunks.

6 **Q. AS YOU STATE ABOVE, MR. SCHELL’S TESTIMONY ADVOCATES**  
7 **LOCAL OVER ACCESS AND MR. SYWENKI’S TESTIMONY**  
8 **ADVOCATES ACCESS OVER LOCAL INTERCONNECTION TRUNKS,**  
9 **AS WELL AS LOCAL TRAFFIC OVER ACCESS SERVICES. DOES THE**  
10 **COMMISSION’S ORDER REFERENCED ABOVE ADDRESS LOCAL**  
11 **TRAFFIC OVER ACCESS SERVICES?**

12 **A.** Yes. As cited above, the Commission’s new Enhanced Records Exchange Rule  
13 requires separate trunk groups for IXC traffic. IXC traffic is in fact Switched  
14 Access traffic; therefore, local traffic is not allowed on the same trunk group with  
15 Switched Access traffic.

16 **AT&T Issues NIA SBC 18b, IC SBC 1d, IC SBC 6c**

17 **Issue statement NIA SBC 18b:** *Is it appropriate for the Parties to agree on*  
18 *procedures to handle interexchange circuit-switched traffic that is delivered over*  
19 *Local Interconnection Trunk Groups so that the terminating party may receive*  
20 *proper compensation?*

21 **Issue statement IC SBC 1d:** *Is it appropriate for the Parties to agree on*  
22 *procedures to handle Switched Access Traffic that is delivered over Local*  
23 *Interconnection Trunk Groups so that the terminating party may receive proper*  
24 *compensation?*

25 **Issue statement IC SBC 6c:** *Should a Party use commercially reasonable efforts*  
26 *to prohibit the use of its local exchange services for the purpose of delivering*  
27 *interexchange traffic?*

28 **MCIm Issues IC SBC 15b, NIM/ITR SBC 15b, NIM/ITR SBC 28b**

29 **Issue statement IC SBC 15b:** *Is it appropriate for the Parties to agree on*  
30 *procedures to handle Switched Access traffic that is delivered over local*  
31 *interconnection trunk groups so that the terminating Party may receive proper*  
32 *compensation?*

33 **Issue statement NIM/ITR SBC 15b:** *Should the agreement include procedures*  
34 *for handling interexchange circuit-switched traffic that is delivered over Local*

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<sup>4</sup> Order on Rulemaking Adopting 4 CSR 240-29.030, page 4.

1 *Interconnection Trunk Groups so that the terminating party may receive proper*  
2 *compensation?*

3 **Issue statement NIM/ITR SBC 28b:** *Is it appropriate for the Parties to agree*  
4 *on procedures to handle interexchange circuit-switched traffic that is delivered*  
5 *over Local Interconnection Trunk Groups so that the terminating party may*  
6 *receive proper compensation?*

7 **WilTel Issue ITR 3b:**

8 **Issue statement:** *Is it appropriate for the Parties to agree on procedures to*  
9 *handle interexchange circuit-switched traffic that is delivered over Local*  
10 *Interconnection Trunk Groups so that the terminating party may receive proper*  
11 *compensation?*

12 **Q. DID ANY PARTY FILE TESTIMONY ON THIS ISSUE?**

13 A. AT&T witness John D. Schell is the only CLEC witness I found that provided  
14 testimony on this issue, but his testimony was focused on the situation in which a  
15 carrier has failed to do a local number portability (LNP) query.<sup>5</sup> The issue  
16 statement is broader and is designed to account for any situation in which the  
17 Parties find interexchange traffic is delivered over local interconnection trunks.  
18 However, SBC Missouri's propose language—requiring the segregation of  
19 different types of traffic depending upon jurisdiction and appropriate  
20 compensation-- is consistent with the Commission's new Enhanced Records  
21 Exchange Rule. Consistent with the intent of the rule, SBC Missouri is proposing  
22 the Parties work together to resolve situations in which interexchange traffic is  
23 improperly shipped over local interconnection trunks. These cooperative efforts  
24 include petitioning the Commission to enable the blocking of traffic.

25 **V. 8YY TRAFFIC**

26 **AT&T Issue IC 5:**

27 **Issue statement:** *What is the proper treatment and form of intercarrier*  
28 *compensation for intraLATA 8YY traffic?*

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<sup>5</sup> Direct Testimony of John D. Schell on behalf of AT&T, page 82, lines 13-21.

1   **Q.     PLEASE DESCRIBE MR. SCHELL’S TESTIMONY ON THIS ISSUE.**

2   A.     Mr. Schell supports my Direct Testimony by stating, “Residential and business  
3           subscribers purchase 8YY service from a provider so that distant family members  
4           or business clients may call the purchaser on a toll free basis.”<sup>6</sup> Despite AT&T’s  
5           recognition that 8YY service is purchased to enable the calling party to avoid long  
6           distance toll charges, Mr. Schell’s testimony argues that “some” of the 8YY  
7           traffic is local. According to Mr. Schell, since “some” of the traffic is local, 8YY  
8           traffic should not be routinely subject to access charges. But Mr. Schell’s  
9           proposal is contrary to common sense and FCC precedent.

10          First, it is illogical to assume that subscribers to a provider’s 8YY service would  
11          pay a premium for 8YY service to enable end users within the local calling scope  
12          to call the 8YY number. While this may happen on occasion, the point of  
13          establishing 8YY service is to allow the calling party to avoid *long distance*  
14          *charges*. Therefore, it is safe to assume that the amount of 8YY traffic that is  
15          local is *de minimus*. Second, as I discussed in my Direct Testimony, the FCC has  
16          determined that 8YY traffic is interexchange. That is a logical conclusion given  
17          subscribers purchase 8YY service from a provider so that distant family members  
18          or business clients may call the purchaser on a toll free basis, as both Mr. Schell  
19          and I have testified. Therefore, it is appropriate for access charges to be assessed  
20          on all 8YY traffic.

21          **CLEC Coalition Issue IC 14:**

22          **Issue statement:** *Which Party is responsible for billing an 800 Service Provider*  
23          *when the SSP [Service Switching Point] function is performed?*

24   **Q.     IS THIS ISSUE RESOLVED?**

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<sup>6</sup> Direct Testimony of John D. Schell, Jr. on Behalf of AT&T, page 132, line 23 and page 133, lines 1-2.

1 A. Yes, this issue has been resolved.

2 **VI. INTRALATA TOLL COMPENSATION**

3 **CLEC Coalition Issue IC 12b:**

4 **Issue Statement:** *What is the appropriate form of intercarrier compensation for*  
5 *IntraLATA Interexchange traffic?*

6 **Q. DID THE CLEC COALITION FILE TESTIMONY ON THIS ISSUE?**

7 A. Yes, Ms. Krabill did file testimony on this issue in which she states “intraLATA  
8 toll and interLATA toll, is not the subject of this interconnection agreement [and]  
9 this traffic is not listed in Section 1.1 of Attachment 12 as being among the types  
10 of traffic compensable under this Agreement [therefore] SBC’s language in  
11 Section 5 should be stricken.”<sup>7</sup>

12 **Q. DO YOU AGREE?**

13 A. No, I do not. Section 1.1 of Attachment 12 is as follows:

14 1.1 For purposes of compensation under this Agreement, the  
15 telecommunications traffic traded between CLEC and SBC MISSOURI  
16 will be classified as either Section 251(b)(5) Traffic (including Local  
17 Traffic), ISP-Bound Traffic, Transit Traffic, IntraLATA Interexchange  
18 Traffic, Meet Point Billing, FX Traffic (Virtual, Dedicated and FX-type),  
19 FGA Traffic, or Cellular Traffic.

20 IntraLATA toll traffic is intraLATA interexchange traffic, therefore, that traffic is  
21 not omitted from Section 1.1, as Ms. Krabill suggests. FX Traffic and FGA  
22 traffic could easily be interLATA in nature. Therefore, intraLATA toll and  
23 interLATA toll traffic are not omitted from Section 1.1, as Ms. Krabill suggests.  
24 Furthermore, these terms should not be omitted. Reference to these types of  
25 traffic is appropriate to avoid ambiguity.

26 **VII. DEFINITIONS**

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<sup>7</sup> Direct Testimony of Nancy Reed Krabill on Behalf of the CLEC Coalition, page 10, lines 14-21.

1 **Charter Issue GT&C 13:**

2 **Issue statement:** *Which Party's definition [of intraLATA toll] is correct?*

3 **Q. PLEASE SUMMARIZE CHARTER'S SUPPORT FOR ITS DEFINITION.**

4 A. Mr. Barber has testified on behalf of Charter that "Charter has proposed that the  
5 agreement employ terms used in, and defined by, the Communications Act."<sup>8</sup> Mr.  
6 Barber goes on to say "when people speak of "long distance" service they  
7 generally mean Telephone Toll Service."<sup>9</sup> My interpretation of Charter's position  
8 is the definition of Telephone Toll Service should be used in the contract.

9 **Q. HOW HAS CHARTER PROPOSED TO DEFINE INTRALATA TOLL?**

10 A. Charter has proposed to define intraLATA toll as Telephone Toll Service  
11 between two locations within a single LATA.

12 **Q. IS CHARTER'S PROPOSED DEFINITION CONSISTENT WITH HOW**  
13 **THE ACT DEFINES TELEPHONE TOLL SERVICE?**

14 A. No. Definition 48 within Section 3 of the Act defines telephone toll service as  
15 follows:

16 The term "telephone toll service" means telephone service between  
17 stations in different exchange areas for which there is made a separate  
18 charge not included in contracts with subscribers for exchange service.

19 **Q. IS SBC MISSOURI PROPOSED DEFINITION MORE CONSISTENT**  
20 **WITH THE ACT'S DEFINITION?**

21 A. Yes. SBC Missouri has put everything in one place by simply paraphrasing the  
22 Act's definition while also recognizing that the call originates and terminates  
23 within the same LATA and that the local calling areas are defined by this  
24 Commission. For this reason, SBC Missouri's definition of intraLATA toll is  
25 superior and should be accepted.

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<sup>8</sup> Direct Testimony of Mark Barber on Behalf of Charter Fiberlink-Missouri, LLC, page 12, lines 2-3.

<sup>9</sup> Id., page 12, lines 6-7.

1    **Q.    DOES THIS CONCLUDE YOUR TESTIMONY?**

2    **A.    Yes.**