

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT OF VENTURE COMMUNICATIONS
COOPERATIVE AGAINST AT&T MOBILITY

SD PUC DOCKET CT20-001

PRE-FILED DIRECT TESTIMONY OF KAREN BROWN
ON BEHALF OF AT&T MOBILITY

October 22, 2020

1 **Q. Please state your name, title, your employer and business address.**

2 A. Karen D. Brown, Director of Billing Operations, Finance and Billing Operations. I am employed by
3 AT&T Services, Inc., and my business address is 300 North Point Pkwy, Alpharetta, GA 30005-
4 4116.

5 **Q. Please described your role as Director of Billing Operations.**

6 A. I oversee the review and validation of all billing from Local Exchange Services (both incumbent
7 and competitive LECs) for the routing and exchange of traffic to and from AT&T Mobility's
8 customers. In conjunction with my responsibilities, I retain outside firms to assist in the review
9 and validation of billing from carriers. One of the firms with which AT&T Mobility contracts for
10 these services is TEOCO Corporation.

11 **Q. What is the purpose of your testimony?**

12 A. My testimony is designed to set forth the underlying facts of AT&T's initial claim filed with
13 Venture in May 2018, and explain the basis for its position that Venture is improperly billing
14 AT&T Mobility for switching functions it provides as part of the contractual arrangement
15 between the Parties for the exchange of local telephone calls between their end users.

16 **Q. How did AT&T Mobility's identify discrepancies in Venture's billing for interconnection
17 facilities?**

18 A. In 2018, as part of its regular review of carrier invoices for AT&T, analysts at TEOCO identified
19 unusually high billing by Venture. Although AT&T had previously had one interconnection facility
20 between its Mobile Telephone Switching Office (MTSO) in Sioux Falls and Venture's switch in
21 Highmore¹, in late 2017 AT&T Mobility added three new DS1 interconnection trunks between its

¹ 22HCGS117755SDN: HGHMSDXADS1 (Highmore)

22 MTSO and three Venture end offices located in Sisseton², Highmore³, and Britton.⁴ These trunks
23 were added to maintain the ability of Venture's end users to be able to place intraMATA (local)
24 calls to AT&T Mobility end users using seven-digit dialing. Venture began billing for the
25 additional trunks in February 2018.

26 While TEOCO determined that the increase in billing in 2018 was related to the addition of three
27 interconnection trunks, in the course of its review it identified what it considered an unusually
28 high billing rate (\$2,754.00) for each DS1 trunk termination function provided by Venture.
29 TEOCO consulted with me and we determined that the exchange of local traffic between AT&T
30 Mobility and Venture was governed by an Interconnection Agreement (ICA) entered in to by
31 AT&T Mobility's predecessor in interest, WWC License L.L.C. and Venture in 2004.⁵

32 On May 2, 2018, TEOCO filed a formal claim with Venture on behalf of AT&T Mobility.⁶ TEOCO
33 described the claims as follows:

34 Venture Communications is billing a Mobile Cellular Digital Trunk rate from the General
35 Exchange Service tariff of \$98.50 for each trunk associated with 4 local interconnection
36 T1's terminating to their tandem at HGHMSDXA. The claim is that based on the ICA and
37 the mirroring language in Venture's intrastate tariff, the circuits should bill switched T1
38 rates from the NECA interstate tariff. NECA does not have a switched access
39 termination/port rate, so Venture should bill \$0.

41 **Q. What was Venture's response to AT&T's claims?**

42
43 A. Between the filing of the claims in May 2018 and December 2018, analysts from TEOCO had
44 several exchanges with staff at Venture, and with each exchange Venture denied AT&T
45 Mobility's claims. In late 2018, TEOCO escalated the claims to Fay Jandreau, Assistant General

² 22HCGS158146SDN: SSTNSDCODS0 (Sisseton).

³ 22HCGS159249SDN: HGHMSDXADS1 (Highmore)

⁴ 22HCGS159385SDN: BRTNSDXADS0 (Britton)

⁵ A copy of the Parties ICA was attached to Exhibit 2 to Mr. Jandreau's pre-filed testimony.

⁶ TEOCO Claim Numbers CCCNG007472.

46 Manager of Venture Communications. In an email of December 28, 2018, Mr. Jandreau
47 responded to a communication from Cindi Dissett of TEOCO, and set forth the basis for
48 Venture's rejections of AT&T Mobility's claims. Specifically, Mr. Jandreau rejected AT&T's
49 Mobility position that the provision of interconnection facilities by Venture were governed by
50 the Parties' ICA, and instead stated:

51 All purchase arrangements for carrier-to-carrier local services are subject to the pricing
52 and terms set forth within our local South Dakota Tariff and as such a specific contract
53 between Venture and AT&T would not be applicable for this purchase agreement
54

55 **Q. Was AT&T Mobility satisfied with Ms. Jandreau's response?**

56 A. No. Between January 2019 and May 2019, Ms. Dissett and Mr. Jandreau exchanged multiple
57 emails regarding the application of the terms of the ICA to the provisions of interconnection
58 facilities in which Venture continued to insist that the services order by AT&T for local
59 interconnection were provided under the terms of Part 5 of its General Exchange Tariff, and
60 justified Venture's monthly recurring charges for 24 'Mobile Cellular Digital Trunks' at a rate
61 made up of (1) \$98.50 per trunk (DS0), or \$2364 per DS1; (2) 1 SS7 Route Set at \$150; and (3) an
62 SS7 signaling charge of \$10 per trunk x 24 = \$240, totaling \$2754.00 per DS1 interconnection
63 facility.⁷ On May 13, 2019, in spite of never providing TEOCO support for its position that the
64 ICA did not control the terms of local interconnection between the Parties, Mr. Jandreau
65 notified Ms. Dissett that Venture was denying AT&T Mobility's claims and closing its file.

66 **Q. What was AT&T Mobility's response to Venture's Notice of Denial?**

67 A. On July 22, 2019, Ms. Dissett once again reached out to Mr. Jandreau explaining again that the
68 exchange of local traffic was governed by the Parties' ICA, and asking him to provide the basis
69 for Venture's position that the ICA did not control the terms of local interconnection. In August

⁷ In his December 28, 2018 email, Mr. Jandreau acknowledged that the actual transport facility between AT&T Mobility's MTSO and Venture's switches was provided by SDN.

70 2019, unable to get an adequate response to its claims from Venture, AT&T determined that its
71 only recourse was to begin withholding payment from Venture for services it was not actually
72 receiving from Venture. At this time, AT&T has withheld payment of \$106,308.

73 **Q. Did TEOCO or AT&T Mobility receive a response to Ms. Dissett's email?**

74 A. Not immediately. However, on September 11, 2019, Ms. Dissett was notified that the matter
75 had been referred to Venture's legal counsel, Darla Rogers, and that Ms. Rogers would provide
76 Venture's response.

77 **Q. Did Ms. Rogers provide a response to AT&T's claim?**

78 A. Yes, after multiple requests for a response, including a request from AT&T's legal counsel, on
79 February 8, 2020, Ms. Rogers responded to AT&T Mobility's claims.

80 **Q. Was Ms. Rogers' response satisfactory?**

81 A. No. In fact, Ms. Rogers' response, which was address to Carl Nickens, AVP-Senior Legal Counsel
82 for AT&T, did not address AT&T's position that the disputed charges were pursuant to the
83 Parties' ICA, and instead denied AT&T's claims by concluding that the position articulated in
84 prior correspondence by Mr. Jandreau was correct. Ms. Rogers closed her correspondence by
85 demanding AT&T remit all withheld amounts.

86 **Q. What action did AT&T Mobility take after receiving Ms. Rogers' response?**

87 A. On April 13, 2020, AT&T Mobility's outside counsel, Joshua Duffy, sent Ms. Rogers a response to
88 her February 2020 letter, once again explaining AT&T's position that local interconnection
89 between ATT Mobility and Venture was controlled by the Parties' ICA, and therefore Venture's
90 billing was inappropriate.

91 **Q. Did Venture respond to Mr. Duffy's letter?**

92 A. Although there was some communication between Ms. Rogers and Mr. Duffy, Venture did not
93 provide a response to Mr. Duffy's letter. Instead, on May 12, 2020, Ms. Rogers notified Mr.

94 Duffy that Venture had filed the current complaint with the SDPUC. In the complaint, for the
95 first time Venture acknowledged that “the terms, conditions and prices under which Venture
96 and [AT&T Mobility] will interconnect their respective networks, either directly or indirectly via
97 the network of a third party provider” is set forth in the Parties’ ICA.

98 **Q. Do you have a recommendation for the Commission?**

99 A. Yes, the Commission should find Venture is not entitled to relief in this matter. Further, the
100 Commission should issue an order refunding the amounts paid by AT&T Mobility for the DS1
101 services provided by Venture in an amount proven at hearing.