

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 FAY JANDREAU
ON BEHALF OF VENTURE COMMUNICATIONS COOPERATIVE

September 22, 2020



1 **Q: Would you please state your name and business address?**

2 **A:** Yes. My name is Fay Jandreau, Assistant General Manager at Venture Communications
3 Cooperative, Inc. (“Venture”), headquartered at Highmore, South Dakota.

4 **Q: Could you describe your professional experience, including your duties in the**
5 **position of Assistant General Manager of Venture and your involvement in the**
6 **subject of the Complaint in this proceeding?**

7 Yes. I have been working in the telecommunications industry for thirty years. A copy of
8 my resume is attached to this testimony as Exhibit I. I am currently responsible for the
9 day-to-day operations here at Venture. Among other things, I am responsible for all of
10 Venture’s technical operations managed by Brad Ryan, our Central Office Manager, and
11 carrier billing performed by Jennifer Semmler, our Carrier Access Billing Coordinator.

12 Mr. Ryan and Ms. Semmler had been engaged in an on-going discussion with Ms. Cindi
13 Dissett, the billing agent at TEOCO for AT&T Mobility (“AT&T M”), regarding the
14 applicable charges for the trunk group and associated trunks involved in this dispute.
15 Following an unwillingness on the part of Ms. Dissett to join a call to discuss these
16 details, Mr. Ryan asked me to review the details of the disagreement separately and
17 provide him with my assessment. I have reviewed the facts of our billing dispute with
18 AT&T M, and believe that AT&T M’s claims that it has been incorrectly billed are
19 without merit.

20 **Q: For what purpose do you appear in this proceeding?**

21 **A:** This pre-filed testimony supports Venture’s Complaint against AT&T M for failing to
22 pay for local interconnection facilities ordered and used by AT&T M. The facilities are
23 used for interconnection and to enable local calling among Venture’s customers and
24 AT&T M’s customers. Although AT&T M has utilized these facilities for years – and
25 continues to utilize them today – it has stopped payment to Venture.

26 My testimony discusses the background of the dispute, including the relevant local
27 dialing patterns involved; a discussion of AT&T M’s ordering and usage of the facilities
28 involved; and the interconnection agreement between Venture and AT&T M, which was

29 originally entered into between Venture and AT&T M's predecessor 16 years ago. My
30 testimony also discusses the baseless arguments of AT&T M as to why it is not
31 responsible for paying for its use of these facilities.

32 I am aware that AT&T M has filed a Counterclaim against Venture in this proceeding.
33 This counterclaim, which seeks unspecified refunds from Venture, is based upon the
34 same arguments made by the AT&T M as an excuse for non-payment. My testimony
35 thus also supports the denial of AT&T M's Counterclaim.

36 **Q: Can you provide the South Dakota Public Utilities Commission ("Commission")**
37 **with some background on this dispute?**

38 **A:** Yes. AT&T M offers wireless service in Venture's local service area and is a party with
39 Venture to the Reciprocal Interconnection and Termination Agreement ("ICA") filed
40 with this Commission on February 18, 2004 and approved by this Commission on April
41 5, 2004 in docket no. TC04-033.¹ As is relevant to this Complaint and AT&T M's
42 counterclaim, the ICA governs the exchange of local (i.e., non-access) traffic between
43 Venture and AT&T M.²

44 The current interconnection method, which provides among other things local trunk
45 groups, is the result of four Access Service Requests ("ASRs") submitted to Venture by
46 AT&T M between 2012 and 2017.³ These local trunk groups consist of multiple "DS0s"
47 or "single-voice channels" (meaning the entire trunk group can support as many
48 simultaneous calls as there are DS0s), and enable local calling between certain of AT&T
49 M's customers and Venture's customers. Utilizing this interconnection method, AT&T
50 M connects to Venture's local switching offices in Sisseton, Highmore, and Britton,
51 South Dakota. As is evident from the dialing pattern requested by AT&T M's ASRs and

¹ The ICA is attached hereto as Exhibit 2.

² Exhibit 2 at page 4 (Section 2.1).

³ The relevant pages of the first ASR submitted by AT&TM to Venture in 2012 are attached hereto as ASR Exhibit 3. Though later disconnected by request of AT&TM, it is nonetheless representative of the three additional ASR submissions from AT&T M that are still in effect.

52 the nature of "1+" dialing, the calls carried on the DS0 connections are necessarily local
53 in nature.⁴

54 **Q. Could you describe in greater detail what you mean by the local dialing pattern**
55 **requested by AT&T M?**

56 **A.** Yes. By ordering the local trunk groups and establishing local numbers, the ICA allows
57 Venture to deliver calls from their landline customers within the same local calling area
58 to AT&T M's cellular customers. Venture customers can call these AT&T M customers
59 with numbers in the same local calling area using 7-digit dialing (i.e., without 1+
60 dialing). When completing the ASR, AT&T M is required to communicate which NPA-
61 NXX's (phone numbers) are within the local calling area and can be called without toll
62 charges. This information is contained in the "Translation Questionnaire" portion of the
63 ASR in the box labelled "C. NPA/NXX."⁵ As you can see in the attached Exhibit 3, box
64 C is populated with "605478."⁶ This means that Venture landlines within the Highmore,
65 Harrold, and Ree Heights exchanges can call AT&T M cellular phones with the
66 designated NPA-NXX of 605-478 using a 7-digit dialing pattern rather than dialing 1+
67 before the 10-digit telephone number – i.e., as a local call, instead of a toll call.

68 The ASRs covering Sisseton and Britton likewise contain these information fields
69 identifying the AT&T M number blocks which can be called on a local basis by the
70 Venture customers in those exchanges. Such calling is made possible by AT&T M's
71 ordering and Venture's provisioning of these separate trunk groups. Each of these trunk
72 groups consist of 24 DS0s, meaning the entire trunk can support up to 24 simultaneous
73 calls.

74 **Q: Do the ASRs otherwise demonstrate that AT&T M ordered and made use of local**
75 **Venture facilities?**

⁴ Due to roaming by AT&T M customers, it is possible that there is some small amount of interstate traffic but Venture believes such traffic, if any, would be *de minimis*.

⁵ See Exhibit 3 at page 2.

⁶ *Id.*

76 A. Yes. AT&T M's principal bone of contention appears to be that it ordered interstate
77 access service, instead of local trunks from Venture.⁷ An examination of AT&T M's
78 ASRs tells a different story, however.

79 As noted earlier, between December 2012 and October/November 2017, AT&T M
80 ordered four trunk groups, each consisting of 24 SS7 DS0 trunks, via these ASR
81 documents.⁸ Local facilities such as these cannot be found in either of the access service
82 tariffs in which Venture participates (i.e., National Exchange Carrier Association
83 ("NECA") Tariff FCC No. 5, for interstate access service, and the South Dakota Local
84 Exchange Carrier Association ("LECA") PUC Tariff, for intrastate access service), and
85 from which AT&T M states that it ordered. Instead, AT&T M's only source for ordering
86 local DS0 connections is Venture's local service pricing catalog – logically so, since local
87 service connections are not access service. The specific DS0 rate, called "Mobile
88 Cellular Digital Trunks" in Venture's Local Price Catalog, is contained and described
89 under the heading "H. Trunk" in that catalog.⁹

90 Moreover, the Percent Interstate Use ("PIU") box on all four ASRs is depicted as "000" –
91 meaning that no interstate traffic will be carried on the facilities,¹⁰ which would otherwise
92 require access charge payment from AT&T M. This is hardly consistent with AT&T M's
93 representation that it purchased anything out of Venture's interstate tariff.¹¹

94 Q. **Could you address AT&T M's claim that it should be billed out of the NECA tariff?**

⁷ See, e.g., New Cingular Wireless PCS, LLC D/B/A AT&T Mobility's Answer to Complaint of Venture Communications Cooperative and Counterclaim ("Answer and Counterclaim") at paragraphs 14, 15 (AT&T M claims that it ordered "interstate switched access services" and that it ordered "four DS1 interconnection trunks" pursuant to Venture's "access service tariffs").

⁸ One can see in the "REMARKS" section that AT&T M was ordering among other things, "24 SS7 trunks at DS0." Exhibit 3 and page 1.

⁹ The relevant portion of Venture's Price Catalogue is attached hereto as Exhibit 4. Specifically, the description of the facilities covered by the DS0 rate states: "These facilities are services other than standard residential or business lines. These facilities may be provided as two-way, one-way incoming, one way outgoing or as a combination thereof." The description for Mobile Cellular Digital Trunks appears below this description, with a specified rate of \$98.50 and the following note: "Digital Trunks must have DS-1 transport rate elements added."

¹⁰ Exhibit 3 at page 1.

¹¹ See, e.g., Answer and Counterclaim at p. 7.

95 A. Yes. AT&T M's claim that it should be billed out of the NECA tariff, which has no DS0
96 rate (resulting in free service to AT&T) is flatly incorrect. According to email
97 correspondence between Ms. Dissett and Venture, AT&T M's argument on the
98 jurisdictional nature of the facilities appears to proceed as follows: 1) the 000 PIU
99 designation discussed earlier indicates the DS0 rates should be billed from the LECA
100 intrastate tariff; 2) the LECA tariff in turn indicates through cross references to the
101 NECA interstate tariff that the DS0 rates should be billed from the NECA tariff; and 3)
102 because the NECA tariff does not contain DS0 rates, AT&T M owes Venture nothing for
103 the DS0 facilities and service.¹²

104 Thus, AT&T M's logic requires at least two leaps of faith: 1) that the local DS0 trunks
105 are an access service, which they are not; and, 2) that the South Dakota LECA access
106 service tariff therefore applies, which it does not (nor, for that matter, does the NECA
107 access tariff). AT&T M essentially points to tariffs for access service, which do not
108 contain an offering for the local interconnection facilities it ordered, all while ignoring
109 the local pricing catalogue from which it has utilized this interconnection for years.
110 AT&T M's claims are further contradicted by the fact that it cannot directly order
111 switched access from Venture in the first instance. Both this Commission and the FCC
112 have made clear that switched access traffic must be ordered through South Dakota
113 Network, LLC in order to send or receive such traffic to and from that company's
114 subtending carriers,¹³ of which Venture is one such carrier. Therefore, neither switched
115 access tariff could possibly apply in this instance.

116 **Q: Your testimony earlier mentions the ICA between Venture and AT&T M. Could**
117 **you discuss its relevance to the complaint?**

118 **A:** Yes. Section 14.18 of the Interconnection Agreement makes clear that its subject is
119 "...the exchange and compensation for Local Traffic between the parties..." (emphasis

¹² See email from Cindy Dissett to Jay Fandreau, April 4, 2019, attached hereto as Exhibit 5.

¹³ *In re the Application of SDCEA, Inc.*, 5 FCC Rcd 6978 (1990); *In re the Application of South Dakota Network, Inc. and SDCEA, Inc.*, Amended Order Granting Construction Permit and Approving Tariff, Docket F-3860 (SD PUC 1991).

120 supplied).¹⁴ As discussed earlier, AT&T M ordered local interconnection facilities in the
121 ASRs it submitted to Venture: 24 DS0 trunks, as part of four orders, placed at two
122 different times. As indicated, DS0 trunks are not offered through the LECA or NECA
123 tariffs, but through Venture’s local pricing catalog. AT&T M tested and accepted the
124 local trunk groups and associated dialing patterns, utilized those trunks for local call
125 completion, and waited approximately three years to even question Venture’s billing of
126 facilities subject to the first ASR. Therefore, the ICA governs the pricing of the local DS0
127 trunks ordered by AT&T M.

128 On this topic, the ICA expressly provides that interconnection facilities should be priced
129 “based upon the lowest Telephone Company interstate or intrastate rate published in the
130 Telephone Company tariff or pricing catalog” (emphasis supplied).¹⁵ Again, DS0 trunk
131 and trunk group pricing only appears in the pricing catalog; yet, AT&T M asserts that the
132 LECA tariff (and, in turn, the NECA tariff) applies, suggesting that any service that is not
133 listed in all three documents must be free.

134 Thus, AT&T M ordered local facilities and not tariffed switched or special access
135 service, which contains no rate element for trunk group facilities. Venture fulfilled the
136 orders from the correct document - - the pricing catalog. AT&T M simply refuses to pay
137 for the facilities it ordered and which Venture has validly billed.

138 **Q:** Do you have a recommendation for this Commission?

139 **A:** Yes, I urge the Commission to grant Venture’s Complaint and deny AT& M’s
140 Counterclaims. Thank you.

141

¹⁴ See Exhibit 2 at page 21.

¹⁵ See Exhibit 2 at page 23 (Appendix A, Section 5.0).