

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 REBUTTAL TESTIMONY OF FAY JANDREAU
ON BEHALF OF VENTURE COMMUNICATIONS COOPERATIVE

November 23, 2020



1 Q: Please state your name and business position.

2

3 A: My name is Fay Jandreau and I am the Assistant General Manager of Venture Communications
4 Cooperative, Inc. (Venture), the Complainant in this matter. I have previously prepared direct
5 testimony in support of Venture's Complaint in this matter, and my current employment duties
6 and background are set forth in that testimony.

7

8 Q: What is the purpose of your testimony here?

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10 A: I have read the testimony of AT&T Mobility ("AT&T M") witnesses Karen D. Brown and Dan
11 Le, both pre-filed on October 22, 2020. These witnesses variously present false narratives running
12 to the history of the parties' commercial dealings with one another and the purpose and functioning
13 of the parties' Reciprocal Interconnection and Termination Agreement ("ICA"), previously filed
14 with and approved by this Commission. The ICA is discussed in my earlier pre-filed testimony
15 and attached to that testimony as Exhibit 2.

16

17 Q: Could you provide an example of the false narrative to which you referred?

18

19 A: Yes. Mr. Le's testimony states that Venture has denied that the services and facilities in dispute
20 were provided pursuant to the parties' ICA. Instead, Mr. Le claims that Venture's reliance upon
21 its Pricing Catalog means that these services and facilities are outside of the ICA.¹ This assertion
22 is flatly contradicted by the facts.

23

24 For instance, Section 5 of the ICA's Appendix A references the company's "Pricing Catalog" by
25 those terms and indeed, that section is quoted by Mr. Le himself.² AT&T M clearly knew that
26 Venture's reliance upon its Pricing Catalog was based upon the ICA itself. Venture's Reply to
27 AT&T M's Counterclaim in this matter also discusses the ICA's incorporation of the Venture's
28 Pricing Catalog, as does my direct testimony at pages 2, 5, and 6.

29

¹ See Le Testimony, pp. 6-7 (also referencing testimony of Ms. Brown).

² See Le testimony, p. 6.

30 Q: Can you please explain how Venture's Telephone Tariff (Exhibit B of Mr. Le's testimony) is
31 now known as Venture's Price Catalog?

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33 A: Yes. Venture is part of the LECA tariff, which solely governs Venture's intrastate switched
34 access rates. Venture is also part of the NECA tariff, which governs Venture's interstate switched
35 access rates. Historically, Venture filed a telephone tariff with the South Dakota Public Utilities
36 Commission (SDPUC), which governs the general rules and rates that apply to Venture's non-
37 switched access intrastate services and facilities. This tariff was not subject to approval by the
38 SDPUC, because rural local exchange carriers (RLECs) have never been rate-regulated and thus
39 were not required to file local exchange tariffs. Venture, as did many RLECs, filed its Telephone
40 Tariff with the SDPUC as an informational filing.

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42 Q: Does Venture still file this Telephone Tariff with the SDPUC?

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44 A: No. It is my understanding that in 2003, Qwest, the only local exchange carrier (LEC) in South
45 Dakota whose local rates were regulated, filed a Complaint with the SDPUC, requesting
46 reclassification of its local rates and services as fully competitive. That request was granted, and
47 thereafter, the SDPUC encouraged RLECs to cease filing local tariffs.

48
49 Q: Is that the reason you refer to it as Venture's Pricing Catalog or Price List?

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51 A: Yes, that is the catalog from which Venture prices all of its local services and facilities to
52 customers and other carriers.

53
54 Q: Mr. Le claims that the DS0 facilities provided to AT&T M are the subject of "bill and keep"
55 pursuant to an FCC ruling. Could you address this claim?

56
57 A: Yes. This is a new theory to AT&T M's case and inconsistent with its earlier claim that it had
58 ordered facilities from Venture's South Dakota PUC Access Service Tariff (the "LECA" Tariff).³

³ See AT&T M Counterclaim No. 9.

59 I note that Mr. Le's argument on this point is summary in nature, with no specific reference to
60 support his claim that the current facilities arrangement is subject to bill and keep pursuant to FCC
61 requirements. In any event, and as discussed below, the facilities at issue are not subject to bill and
62 keep.

63
64 Q: At pages 3-4 lines 54-63, Mr. Le states "However, as Ms. Brown described in her testimony,
65 in order to allow Venture's end users to make local calls to AT&T Mobility's wireless end users
66 using seven-digit dialing, in 2018 AT&T Mobility's established three new interconnection
67 facilities between AT&T Mobility's [Mobile Telephone Switching Office or "MTSO"] and
68 Venture's three end offices. AT&T Mobility purchases DS1 dedicated transport facilities between
69 its own network and the Venture end offices from SDN and compensates SDN for those facilities.
70 This type of arrangement is reflected in the terms of §3.3 of the ICA, which describes 'Additional
71 Interconnection Methods Available to the CMRS Provider' which specifically allows AT&T
72 Mobility to 'purchase an entrance facility and transport from a Third-Party Provider... for the
73 delivery of such traffic.'" Does Mr. Le's statement accurately reflect the time period of the local
74 interconnection between Venture and AT&T M? Please explain your answer.

75
76 A: No. In December of 2011, three ASR's were provided to Venture requesting a name change
77 on three established trunk groups under this same ICA and pricing catalog. These orders were
78 fulfilled in 2012. In 2017, three more ASR's were submitted to Venture requesting that additional
79 trunk groups be established within the same Venture switches (offices). Although the local trunk
80 groups established by the 2011 ASRs were later disconnected and AT&T M requested three new
81 local trunk groups in 2017, the same local trunk arrangement between Venture and AT&T M has
82 been in effect since before 2012, and the same price element and pricing has been applied to the
83 trunk groups throughout. AT&T M did not raise any objection to the manner of interconnection
84 or dispute Venture's charges until the current dispute. One of the trunk groups ordered in 2012
85 and all three of the trunk groups ordered in 2017 are included in this dispute. A disconnect was
86 requested by AT&T M on the trunk group ordered in 2012 in March 2020.

87
88 Q: At page 4, lines 66-70, Mr. Le states that "the compensation for the actual exchange of local
89 traffic, including the trunk port where the DS1 provided by SDN connects to the Venture end

90 office switch and end office switching functionalities, are covered by Section 5.0 ‘Transport and
91 Termination Compensation.’” Further, at lines 76-78, Mr. Le concludes that “[d]espite the terms
92 of the ICA, Venture has historically sought to bill AT&T Mobility under the provisions of Section
93 3.1 of the ICA, when the services which Venture provides are covered by Section 5 of the ICA.”
94 Do you agree with Mr. Le? Why or why not?

95
96 A: I do not agree with Mr. Le. According to the ICA, “‘Termination’ means the switching of
97 Traffic at the terminating carrier’s end office switch, or equivalent facilities, and delivery of such
98 traffic to the called party.”⁴ Thus, Section 5 of the ICA governs the compensation due to Venture
99 when it terminates traffic originated by AT&T M and the compensation due to AT&T M when it
100 terminates traffic originated by Venture. The local trunk groups provided by Venture to AT&T M
101 in dispute in this case are for traffic that originates from Venture customers and thus do not qualify
102 as “Termination” under the ICA’s provisions. This is a facilities arrangement, not traffic that
103 qualifies for “reciprocal compensation” at all. Moreover, and as my earlier testimony
104 demonstrates, the rates for AT&T M’s special local dialing arrangement are from Venture’s local
105 Pricing Catalog, as set forth in Appendix A of the ICA.

106
107 Q: At page 6, lines 102-109, Mr. Le states: “Therefore, the nature of transport and termination of
108 local traffic Venture provides to AT&T Mobility is the local switching and transport of calls
109 between the Venture’s end users’ landlines and the handoff to the AT&T Mobility’s
110 interconnection facility provided by SDN.” In that respect, although Venture does provide the
111 switch port for the interconnection facility, that switch port (whether at the DS1 level, as AT&T
112 M has suggested, or at the DS0 level, as advocated by Venture), is irrelevant because the “port” is
113 part of the end office switching and transport services that the FCC requires (and which the Parties’
114 ICA confirms) be treated as “bill and keep.” Do you agree with Mr. Le? Why or why not?

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116 A: I do not agree with Mr. Le. First, the switch port provided by Venture that Mr. Le discusses
117 allows for traffic originating from Venture. Mr. Le admits this at page 8, lines 152-155 of his
118 testimony when he states: “AT&T Mobility maintains these facilities in order to accommodate

⁴ This is also consistent with the FCC’s definition.

119 seven (7) digit local dialing by Venture's end users, rather than use an alternative configuration
120 which would require Venture's end users to use ten (10) digit dialing." Second, AT&T M seems
121 to admit that the exchange of traffic does not require AT&T M to order the local trunk groups at
122 issue. However, AT&T M benefits from this facilities arrangement since it allows AT&T M's
123 customers to be reached by Venture's customers on a toll-free basis. Mr. Le contends that the
124 purchase of a "port" within the SDN-operated multiplexer will accommodate such functionality.
125 This is simply not true. The ability to provide local dialing on a 7-digit basis to an AT&T M
126 customer is provided by Venture's end office, not by SDN.

127
128 Q: Does this mean that if AT&T M did not purchase local trunk groups from Venture in connection
129 with calls originated by Venture customers and terminated to AT&T M customers, those Venture
130 customers would not enjoy toll-free dialing to AT&T M's customers?

131
132 A: Yes. I also note that AT&T M acknowledges that there are other network arrangements that
133 could be used, but that it wants to maintain the current arrangement and facilities "in order to
134 accommodate seven (7) digit local dialing by Venture's end users, rather than use an alternative
135 configuration which would require Venture's end users to use ten (10) digit dialing." Mr. Le, page
136 8, lines 152-155. AT&T M simply does not want to pay for the facilities ordered.

137
138 Q: At page 7, lines 130-139, Mr. Le argues that the services provided by Venture are not the
139 services in the Pricing Catalog. Mr. Le states that Venture's Pricing Catalog defines a trunk line
140 as "[a] circuit over which customers' messages are sent between two central offices or between
141 the central office and a private branch exchange system.' (See Exhibit B – Definitions of General
142 Exchange Tariff)." As noted before, Venture does not claim that it provides the facility between
143 AT&T M's MTSO and its own end office switches. Instead, the services it provides are for the
144 transport of a call between its own end user and its end office switch, and the hand off to the
145 interconnection facility at the end office trunk port." Do you agree? Why or why not?

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147 A: I agree with the definition of "trunk line" but do not agree with the misleading summation and
148 conclusions Mr. Le provides. The Venture charges to AT&T M that are in dispute here are not
149 associated with the transport of a call between its own end user and its end office switch. Rather,

150 these charges are associated with facilities that enable Venture’s customers to call AT&T M
151 customers on a local basis and provide 24 voice channels between the Venture Central Office and
152 AT&T M’s MTSO, which is the equivalent of a Central Office.

153

154 Q: Mr. Le further states at pages 7-8, lines 141-144, that AT&T M “has identified at least three
155 South Dakota ILECs with similar circuit configurations” and “[n]one of these ILECs bill for the
156 DS1 termination...” How do you respond?

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158 A: I first note that the South Dakota ILECs referenced by Mr. Le are not identified and the alleged
159 facts concerning their arrangements with AT&T M are not supported and cannot be determined
160 from Mr. Le’s testimony. In any event, I believe it is not relevant to this complaint because the
161 charges assessed by Venture are not in connection with its termination of traffic. Further, parties
162 are free to enter into interconnection agreements with whatever terms to which they agree. Even
163 if AT&T M entered into a different arrangement with other South Dakota ILECs, it would have
164 no bearing on Venture’s agreement with AT&T M.

165

166 Q: At page 8, lines 147-162, Mr. Le suggests that Venture should not be able to charge for the
167 local trunk groups ordered by AT&T M because the facilities serve very little traffic and, as a
168 result, the per minute cost for Venture end user calls is extremely high. How do you respond?

169

170 A: AT&T M ordered, and Venture provided, 24 voice channels per DS1 facility. It is not expected
171 that Venture provide AT&T M’s traffic engineering function on these circuits, nor does Venture
172 monitor the level of usage. Assuming for argument’s sake that AT&T M ordered excessive
173 facilities, that fact does not relieve AT&T M from its obligation to pay for what it has clearly
174 ordered.

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176 Q: Does this conclude your testimony?

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178 A: Yes.