

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

The Application of Competitive Carriers of  
the South, Inc. for a Declaratory Order  
Affirming that the Interconnection Regimes  
under KRS 278.530 and 47 U.S.C. § 251 are  
Technology Neutral

Case No. 2015-00283

**REBUTTAL TESTIMONY OF JOSEPH GILLAN  
ON BEHALF OF COMPSOUTH**

1       **Q.     Please state your name, business address and the party sponsoring your**  
2       **rebuttal testimony.**

3

4       A.     My name is Joseph Gillan. My business address is P. O. Box 540386, Merritt  
5       Island, Florida 32954. As with my direct testimony, my rebuttal testimony is filed  
6       on behalf the Competitive Carriers of the South, Inc. (“CompSouth”).<sup>1</sup>

7

8       **Q.     What is the purpose of your rebuttal testimony?**

9

10      A.     The purpose of my rebuttal testimony is to respond to those very few issues of  
11      *fact* raised in the testimony filed by AT&T and Verizon. Most of the arguments  
12      raised by these companies are legal and are therefore best addressed through

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<sup>1</sup> CompSouth members participating in this proceeding are Birch, Level 3 and Windstream.



1 what is most telling about the testimony of Verizon and AT&T is what they  
2 choose to ignore completely. Specifically, my direct testimony explained that the  
3 FCC provided the Commission with (a) a clear instruction that the state  
4 commission role is to review agreements to determine whether they must be filed  
5 in accordance with section 252 of the federal Act, and (b) that the only  
6 agreements (those of Verizon) that have been made public clearly satisfy the  
7 standards that the FCC directed state commissions to use in their review. As a  
8 result, any agreement similar to those of Verizon should be filed for approval in  
9 accordance with section 252 of the federal Act.<sup>5</sup>

10  
11 **Q. Did either AT&T or Verizon challenge your analysis of Verizon's IP**  
12 **interconnection agreements?**

13  
14 A. No, and hence the reference to the "dog that did not bark." The most important  
15 part of the AT&T and Verizon testimony is their silence on the factual analysis  
16 that I provided. The most pertinent *factual* issue in this proceeding is whether  
17 AT&T has similar agreements and do those agreements satisfy the FCC's criteria  
18 to be judged as Interconnection Agreements addressing the exchange of voice

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Holmes: "That was the curious incident."

<sup>5</sup> The agreements analyzed in my direct testimony need not be filed in Kentucky as Verizon is not an ILEC in Kentucky and the agreements do not apply. That said, the agreements are a useful exemplar as they demonstrate that there is simply not a meaningful difference between an IP voice interconnection agreement and the Interconnection Agreements that have been filed with the PSC in the past.

1 traffic that must be filed with the Commission.<sup>6</sup> AT&T admits that voice traffic is  
2 completed to AT&T-KY customers in IP format, but will not provide copies of  
3 the agreements.

4  
5 It is this Commission that the FCC has charged with the responsibility to review  
6 any such agreements and determine whether they must be filed. AT&T has  
7 prevented the Commission from performing this role by refusing to provide its  
8 agreements (even if under confidentiality protection while the Commission  
9 determines whether to require their filing).

10  
11 **Q. Have CompSouth members attempted to negotiate with AT&T IP voice**  
12 **interconnection?**

13  
14 A. Yes. I reviewed a confidential non-disclosure agreement between AT&T and  
15 Level 3 that concerns the exchange of voice traffic in IP format dated April 1,  
16 2015. Paragraph 7 of that agreement permits either party to “disclose to the FCC  
17 and/or relevant state regulatory commissions, solely for the purposes of providing  
18 general information concerning the exchange of voice traffic and RCS in IP, the  
19 existence of discussions ... between the parties regarding IP-based exchange of  
20 traffic.” Additionally, I believe that AT&T’s discovery responses make clear that  
21 parties have discussed IP interconnection, including interconnection for voice

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<sup>6</sup> See “The Importance of Section 252 to Competition and the Public Interest: The Continuing State Role in the Age of IP Networks” (October 2015). Attached to *CompSouth Reply*.

1 traffic that originates and terminates with AT&T-KY customers, but that because  
2 the discussions have been with AT&T (albeit on behalf of its affiliates), AT&T  
3 claims that AT&T-KY has not received requests. It is unclear why AT&T did not  
4 simply acknowledge that parties have, in fact, requested IP interconnection and  
5 state so clearly at the outset (rather than making this an issue).

6  
7 **Q. Is it relevant whether companies have requested IP voice interconnection?**

8  
9 A. No. As I explained in my testimony – and a critical point that neither Verizon nor  
10 AT&T disputed – the foundation of local competition is the ability to *opt into*  
11 previously negotiated agreements. This is critical feature of the 251/252  
12 interconnection regime that lies at the heart of the 1996 federal  
13 Telecommunications Act. A carrier need not *request* IP interconnection to have  
14 the right to review agreements signed by other parties. Every carrier has the right  
15 (under section 252) to review an agreement to determine whether it should adopt  
16 it, as well as the right to review agreements that its rivals have signed to  
17 determine whether they were discriminatory. Neither of these rights can be  
18 exercised unless the contracts are filed and available for review.

19  
20 **Q. Does AT&T-KY have any IP voice interconnection agreements?**

21  
22 A. AT&T acknowledges that AT&T-KY has voice customers served using IP  
23 technology, and that the traffic to/from these customers is exchanged in IP

1 format.<sup>7</sup> Nevertheless, AT&T claims that AT&T-KY has no agreement to  
2 exchange voice traffic in IP format with any other carriers. Rather, an AT&T  
3 affiliate exchanges the traffic, but AT&T never explains how the IP voice traffic  
4 is then exchanged with AT&T-KY, where the traffic originates and terminates.  
5 This would seem to suggest that AT&T-KY does not deal with AT&T on an  
6 arms-length basis – or on *any*-length basis – that can be explained.

7  
8 **Q. Is AT&T-KY actively serving voice customers in KY using IP technology?**

9  
10 A. Yes. These are not theoretical concerns. As of June 2016, over a [REDACTED] of  
11 AT&T's consumer lines are served using IP technology.<sup>8</sup> The ability of other  
12 companies to efficiently exchange voice traffic with AT&T-KY under  
13 nondiscriminatory terms and conditions requires that the Commission oversee the  
14 Act's interconnection provisions for both the base of customers served by IP  
15 technology in addition to the obsolescing TDM technology in AT&T-KY's  
16 network.

17  

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<sup>7</sup> See AT&T Kentucky's Supplemental Responses to CompSouth RFIs 3, 4 and 5, filed January 12, 2015 which states in relevant part:

Upon information and belief, AT&T Kentucky's non ILEC affiliate, AT&T Corp., is a party to contracts that provide for and govern the exchange in IP format of certain voice traffic that originates with or terminates to end users in Kentucky, some but not all of which end users are customers of AT&T Kentucky.

<sup>8</sup> AT&T Kentucky's Supplemental Responses to RFIs 14-15.

1       **Q.    Do AT&T and Verizon offer all carriers the same terms, conditions and**  
2       **prices?**

3

4       A.    No. Both AT&T and Verizon acknowledge that parties must negotiate IP  
5       interconnection agreements blind, with only AT&T and Verizon knowing the  
6       terms of all the agreements.<sup>9</sup> Unless state commissions affirm their jurisdiction  
7       over all voice interconnection matters regardless of the underlying technology and  
8       bring these contracts into the light, as required by section 252, the  
9       nondiscrimination protections of section 252 will cease to exist.

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11       **Q.    Does this conclude your rebuttal testimony?**

12

13       A.    Yes.

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<sup>9</sup> *Ibid*, Request Nos. 6 and 7; Verizon's Responses to CompSouth's Data Requests, RFIs 3 and 4, filed November 23, 2016.

