

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **REBUTTAL TESTIMONY**

3 **OF**

4 **RITU AGGARWAL**

5 **DOCKET NO. 041144-TP**

6

7 **Q. Please state your name and business address.**

8 A. My name is Ritu Aggarwal. My business address is 6330 Sprint Parkway,
9 Overland Park, Kansas, 66251.

10

11 **Q. By whom are you employed and in what capacity?**

12 A. I am employed as a Finance Process Specialist for Sprint Corporation. In this
13 proceeding I am testifying on behalf of Sprint-Florida, Incorporated.

14

15 **Q. Please describe your educational background and work experience.**

16 A. I received a Bachelor of Science in Accounting and Business Administration
17 degree from the University of Kansas in Lawrence, Kansas in 1991.

18 I began my career with Sprint in 1996 as a Financial Analyst in Sprint's Long

19 Distance Division where I was responsible for special projects. From 1998

20 through 2002 I worked in Sprint's Business Division. During this timeframe I

21 held a variety of positions Senior Financial Analyst, Supervisor and Manager,

22 where my primary responsibilities were budgeting, forecasting and monthly

23 variance analysis of Sprint's Long Distance products. From 2002 through 2004, I

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1 was a Manager in Sprint's Special Pricing Group where I was responsible for
2 pricing and contract negotiations for Sprint's enterprise customers. In 2004 I
3 became Finance Specialist. I began working on Sprint LTD's revenue assurance
4 initiatives. This includes analyzing differences in Switch versus SS7 traffic
5 patterns between Sprint LTD and other carriers, including Interexchange Carriers
6 (IXCs), Competitive Local Exchange Carriers (CLECs), and wireless carriers.

7
8 **Q. Have you testified previously before state regulatory commissions?**

9 A. No.

10
11 **Q. Are you adopting the Direct Testimony of Sprint's witness Mr. Kenneth A.
12 Farnan in this proceeding?**

13 A. Yes, I am adopting Mr. Farnan's Direct Testimony, specifically beginning on
14 page 3, line 16 through page 5, line 22.

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16 **Q. Do you have any changes to Mr. Farnan's Testimony?**

17 A. I am withdrawing Exhibit KFJ-2 and submitting Exhibit RA-1, which corrects a
18 formula error in column M.

19
20 **Q. What is the purpose of your Rebuttal Testimony?**

21 A. The purpose of my Rebuttal Testimony is to respond to the direct testimonies of
22 KMC's witnesses Marva Brown Johnson and Timothy E. Pasonski relating to
23 information provided to support Sprint's claim against KMC and the appropriate

1 amount of access charges KMC owes Sprint for the traffic that is the subject of
2 this Complaint. (Issues 5, 7 and 8, in part)

3
4 **Q. In the Direct Testimonies of Mr. Pasonksi, at page 3 lines 10-11, and Ms.**
5 **Johnson, at page 10 lines 4-5, KMC claims that only four hours of summary**
6 **of call detail records were provided by Sprint in February and March of**
7 **2004. Is this correct?**

8 A. No. Sprint provided KMC with one full day (September 10, 2003) of raw SS7
9 CDRs on February 23, 2004. (KMC may have confused Sprint's data with the
10 data KMC provided Sprint in response to Sprint's POD No. 19, which contained a
11 partial day of access CDRs for March 26, 2004.) On March 2, 2004 Sprint
12 confirmed with KMC that data provided to KMC was the SS7 CDRs for the full
13 day of September 10, 2003, not summary data as KMC apparently believed.

14
15 **Q. On page 8 lines 20-23 and page 9 lines 1-5 of her Direct Testimony, Ms.**
16 **Johnson claims that Sprint did not provide KMC with adequate supporting**
17 **detail for the back-billed access charges. Does Sprint agree?**

18 A. No. With KMC's initial bill for local and intraLata toll, Sprint provided detailed
19 information according to Ordering and Billing Forum (OBF) standards, an
20 industry standard format providing billing guidelines. Since KMC improperly
21 terminated access traffic over its local interconnection trunks with Sprint, Sprint
22 was unable to produce this standard, detailed billing information for the back-
23 billed access charges for the traffic that is the subject of Sprint's Complaint.

1 Rather, the subsequent access bills had to be processed manually. KMC can't
2 complain that Sprint's bills were in a non-standard format when it was precisely
3 KMC's actions in inappropriately terminating this traffic over local
4 interconnection facilities that created the requirement that Sprint produce manual
5 bills

6
7 **Q. Please explain how Sprint calculated the amount of access charges KMC**
8 **owes Sprint for the improperly terminated traffic, in the absence of the**
9 **billing records that would have been generated had KMC properly**
10 **terminated this traffic.**

11 A. Sprint analyzed the SS7 traffic records to identify interexchange traffic over
12 KMC's local interconnection trunks. Once the trunks were identified, Sprint used
13 monthly SS7 CDR Summary Reports to calculate the factors using the jurisdiction
14 of the SS7 minutes of use. The jurisdiction of the minutes is based upon the
15 calling party numbers to the called party numbers in the SS7 Call Detail Records.
16 The calculated PLU and PIU were then applied to the billed minutes, utilizing
17 CASS (Sprint's Carrier Access Support System), to determine what should be
18 interstate, intrastate, and local minutes. A true-up was done to the billed usage to
19 determine the difference between what the customer was initially billed as local
20 and intraLata toll minutes and the corrected amount to include the additional
21 access charges. Appropriate rates (i.e, access rates from Sprint's interstate and
22 intrastate access tariffs and local rates from the parties' interconnection
23 agreement) were then applied to determine the additional charges to be billed to

1 KMC. The interstate rates used were average yields based on interstate access
2 revenue for all carriers in Florida divided by the corresponding interstate access
3 minutes for that month. The intrastate rates used were based on previously billed
4 rates. Local rates used were composite rates based on end office switching,
5 tandem switching and common line elements per the interconnection agreement.
6 An adjustment for the difference amount was then applied to a subsequent bill
7 following the initial billing. For further clarification see Exhibit RA-2. Sprint
8 continues to monitor and analyze KMC's traffic on a monthly basis and adjust, as
9 appropriate, for access traffic.

10
11 **Q. On page 21, lines 2 and 3 of her Direct Testimony, Ms. Johnson asserts that**
12 **“June 2004 is the last month for which Sprint seeks compensation.” Does**
13 **Sprint agree?**

14 A. No, as Sprint noted in footnotes 10, 12, 14 and 15 of its Complaint, and as shown
15 in the Exhibit RA- 2, Sprint's Complaint encompasses additional minutes of use
16 of traffic that Sprint's CDR analysis demonstrated to be interexchange traffic
17 improperly terminated over local interconnection trunks.

18
19 **Q. So, is Sprint saying that KMC continues to improperly terminate access**
20 **traffic over its local interconnection trunks with Sprint?**

21 A. Yes, Sprint's records show that while the minutes of use of improperly terminated
22 traffic has been significantly reduced since May 2004, instances of such improper
23 termination continue to occur.

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

2 **A. Yes.**

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Docket No. 041144-TP
Exhibit No. __ (RA-1)
Reallocated MOU
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Docket No. 041144-TP
Exhibit No. __ (RA-2)
KMC Billing Summary
(Page 1 of 1)
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