

**Dinsmore & Shohl** LLP  
ATTORNEYS

Edward T. Depp  
502-540-2347  
tip.depp@dinslaw.com

December 21, 2007

RECEIVED

DEC 21 2007

PUBLIC SERVICE  
COMMISSION

**VIA HAND DELIVERY**

Hon. Beth O'Donnell  
Executive Director  
Public Service Commission  
211 Sower Blvd.  
P. O. Box 615  
Frankfort, KY 40601

**Re: Kentucky Public Service Commission Case Nos.**  
**1) 2006-00215; 2) 2006-00217; 3) 2006-00218; 4) 2006-00220;**  
**5) 2006-00252; 6) 2006-00255; 7) 2006-00288; 8) 2006-00292;**  
**9) 2006-00294; 10) 2006-00296; 11) 2006-00298; 12) 2006-00300**

Dear Ms. O'Donnell:

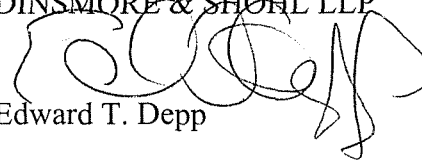
I have enclosed for filing in the above-styled cases the original and ten (10) copies of the RLECs' response to interconnection agreement filings of AT&T Mobility, T-Mobile, and Verizon Wireless.

Thank you, and if you have any questions, please call me.

Very truly yours,

DINSMORE & SHOHL LLP

Edward T. Depp



JES/bmt  
Enclosure  
cc: All Parties of Record

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

DEC 21 2007

PUBLIC SERVICE  
COMMISSION

In the Matters of:

Petition of Ballard Rural Telephone Cooperative )  
Corporation, Inc. for Arbitration of Certain Terms )  
and Conditions of Proposed Interconnection )  
Agreement with American Cellular Corporation )  
f/k/a ACC Kentucky License LLC, )  
Pursuant to the Communications Act of 1934, )  
as Amended by the Telecommunications )  
Act of 1996 )

Cas

*Already signed;  
Kerry copying; just  
wanted to make sure  
you saw it. [Signature]*

Petition of Brandenburg Telephone Company )  
For Arbitration of Certain Terms and )  
Conditions of Proposed Interconnection )  
Agreement with Cellco Partnership d/b/a )  
Verizon Wireless, GTE Wireless of the )  
Midwest Incorporated d/b/a Verizon Wireless, and )  
Kentucky RSA No. 1 Partnership d/b/a )  
Verizon Wireless, Pursuant To The )  
Communications Act of 1934, As Amended )  
by the Telecommunications Act of 1996 )

Case No. 2006-00288

Petition of Duo County Telephone Cooperative )  
Corporation, Inc. for Arbitration of Certain )  
Terms and Conditions of Proposed Interconnection )  
Agreement with Cellco Partnership d/b/a )  
Verizon Wireless, GTE Wireless of the Midwest )  
Incorporated d/b/a, and Kentucky RSA No. 1 )  
Partnership d/b/a Verizon Wireless, Pursuant to )  
the Communications Act of 1934, as amended )  
by the Telecommunications Act of 1996 )

Case No. 2006-00217

Petition of Foothills Rural Telephone Cooperative )  
Corporation, Inc., for Arbitration of Certain Terms )  
and Conditions of Proposed Interconnection )  
Agreement with Cellco Partnership d/b/a Verizon )  
Wireless, GTE Wireless of the Midwest )  
Incorporated d/b/a Verizon Wireless, and Kentucky )  
RSA No. 1 Partnership d/b/a Verizon Wireless, )  
Pursuant to the Communications Act of 1934, )  
as Amended by the Telecommunications )  
Act of 1996 )

Case No. 2006-00292

Petition of Gearheart Communications Inc. d/b/a )  
Coalfields Telephone Company, for Arbitration of )  
Certain Terms and Conditions of Proposed )  
Interconnection Agreement with Cellco Partnership )  
d/b/a Verizon Wireless, GTE Wireless of the )  
Midwest Incorporated d/b/a Verizon Wireless, and ) Case No. 2006-00294  
Kentucky RSA No. 1 Partnership d/v/a Verizon )  
Wireless, Pursuant to the Communications Act of )  
1934, as Amended by the Telecommunications )  
Act of 1996 )

Petition of Logan Telephone Cooperative, Inc. )  
For Arbitration of Certain Terms and )  
Conditions of Proposed Interconnection )  
Agreement with American Cellular Corporation ) Case No. 2006-00218  
f/k/a ACC Kentucky License LLC, Pursuant to )  
the Communications Act of 1934, as Amended )  
by the Telecommunications Act of 1996 )

Petition of Mountain Rural Telephone Cooperative )  
Corporation, Inc., for Arbitration of Certain Terms )  
and Conditions of Proposed Interconnection )  
Agreement with Cellco Partnership d/b/a Verizon )  
Wireless, GTE Wireless of the Midwest ) Case No.2006-00296  
Incorporated d/b/a Verizon Wireless, and Kentucky )  
RSA No. 1 Partnership d/b/a Verizon Wireless, )  
Pursuant to the Communications Act of 1934, )  
as Amended by the Telecommunications )  
Act of 1996 )

Petition of North Central Telephone Cooperative )  
Corporation, for Arbitration of Certain Terms and )  
Conditions of Proposed Interconnection Agreement )  
with American Cellular Corporation f/k/a ACC )  
Kentucky License LLC, Pursuant to the ) Case No. 2006-00252  
Communications Act of 1934, as Amended by )  
The Telecommunications Act of 1996 )

Petition of Peoples Rural Telephone Cooperative )  
for Arbitration of Certain Terms and Conditions )  
of Proposed Interconnection Agreement with )  
Cellco Partnership d/b/a Verizon Wireless, )  
GTE Wireless of the Midwest Incorporated ) Case No. 2006-00298  
d/v/a Verizon Wireless, and Kentucky RSA )  
No. 1 Partnership d/b/a Verizon Wireless )  
Pursuant to the Communications Act of )  
1934, as Amended by the Telecommunications )

Act of 1996	)	
Petition of South Central Rural Telephone	)	
Cooperative Corporation, Inc. for Arbitration	)	
Of Certain Terms and Conditions of Proposed	)	
Interconnection Agreement with Cellco	)	
Partnership d/b/a Verizon Wireless, GTE	)	
Wireless of the Midwest Incorporated d/b/a	)	Case No. 2006-00255
Verizon Wireless, and Kentucky RSA No. 1	)	
Partnership d/b/a Verizon Wireless,	)	
Pursuant to the communications Act of 1934,	)	
As Amended by the Telecommunications	)	
Act of 1996	)	
Petition of Thacker-Grigsby Telephone Company,	)	
Inc., for Arbitration of Certain Terms and	)	
Conditions of Proposed Interconnection Agreement	)	
with Cellco Partnership d/b/a Verizon Wireless,	)	
GTE Wireless of the Midwest Incorporated d/b/a	)	
Verizon Wireless, and Kentucky RSA No. 1	)	Case No. 2006-00300
Partnership d/b/a Verizon Wireless	)	
Pursuant to the Communications Act of 1934,	)	
as Amended by the Telecommunications	)	
Act of 1996	)	
Petition of West Kentucky Rural Telephone	)	
Cooperative Corporation, Inc. for	)	
Arbitration of Certain Terms and	)	
Conditions of Proposed Interconnection	)	
Agreement with American Cellular Corporation	)	Case No. 2006-00220
f/k/a ACC Kentucky License LLC,	)	
Pursuant to the Communications Act of 1934	)	
as Amended by the Telecommunications	)	
Act of 1996	)	

**RESPONSE TO INTERCONNECTION AGREEMENT FILINGS OF  
AT&T MOBILITY, T-MOBILE, AND VERIZON WIRELESS**

The rural local exchange carrier petitioners<sup>1</sup> ("RLECs"), by counsel, hereby respond to the (i) "Motion of AT&T Mobility for Approval of Conformed Interconnection Agreements" (the "Motion"); and (ii) "Filing of T-Mobile and Verizon Wireless in Support of Conformed Interconnection Agreements" (the "Filing"). AT&T Mobility's Motion should be denied, and the T-Mobile/Verizon Wireless Filing should be rejected for the following reasons.

**I. The Commission Should Deny the "Motion of AT&T Mobility for Approval of Conformed Interconnection Agreements."**

AT&T Mobility bases its motion on two alleged problems with the interconnection agreements filed by the RLECs. First, it claims that the Duo County interconnection agreement contains a traffic factor that inappropriately apportions the amount of traffic subject to reciprocal compensation. Second, it claims more generally (and with respect to all RLECs) that the interconnection agreements should not contain language implementing the Commission's order that "if either party has evidence that the traffic factors do not approximate actual traffic patterns, that evidence should be presented to the parties and brought to the Commission's attention." (Order of November 9, 2007 at 12.) Neither claim merits relief.

---

<sup>1</sup> The petitioners are: (i) Ballard Rural Telephone Cooperative Corporation, Inc.; (ii) Brandenburg Telephone Company; (iii) Duo County Telephone Cooperative Corporation, Inc.; (iv) Foothills Rural Telephone Cooperative corporation, Inc.; (v) Gearheart Communications Inc. d/b/a Coalfields Telephone Company; (vi) Logan Telephone Cooperative Inc.; (vii) Mountain Rural Telephone Cooperative Corporation, Inc.; (viii) North Central Telephone Cooperative Corporation; (ix) Peoples Rural Telephone Cooperative Corporation, Inc.; (x) South Central Rural Telephone Cooperative Corporation, Inc.; (xi) Thacker-Grigsby Telephone company, Inc.; and (x) West Kentucky Rural Telephone Cooperative Corporation, Inc.

**A. AT&T Mobility Provides No Basis for Disallowing Duo County's 100-0 Traffic Factor for Reciprocal Compensation.**

On November 9, 2007, the Commission ordered that "if either party has evidence that the traffic factors [in the interconnection agreements] do not approximate actual traffic patterns, that evidence should be present to the parties and the Commission's attention." (*Id.* at 12.) Duo County subsequently informed AT&T Mobility that there was no local traffic. (*See* December 6, 2007 E-Mail to Ms. Keyer, attached hereto as Exhibit 1.)<sup>2</sup> Because there is no local traffic, the 88-12 traffic factor contained in its interconnection agreement does not approximate actual traffic patterns for purposes of reciprocal compensation. (Motion at 1.) AT&T Mobility has not attempted to rebut this conclusion with any evidence of local traffic. Accordingly, AT&T Mobility's motion should be denied with respect to Duo County.

AT&T Mobility has no factual basis to move the Commission for approval of a Duo County interconnection agreement contain a traffic factor whereby, for eighty-eight percent (88%) of the total traffic exchanged, AT&T Mobility would pay reciprocal compensation to Duo County, and for twelve percent (12%) of the total traffic exchanged, Duo County would pay reciprocal compensation to AT&T Mobility. At least twice now, the commission has ruled that "reciprocal compensation between two carriers is ... limited to the 'local' traffic exchanged between them." (Order of March 19, 2007 at 13; *see also id.* at 12, n. 17 ("[O]nly local traffic is subject to reciprocal compensation between the carriers.") (citing n. 8 of the Commission's Order of December 22, 2006).) Thus, the defining question is not – as AT&T Mobility continues to miscomprehend – whether traffic is

---

<sup>2</sup> Counsel to all CMRS Providers in similar circumstances (that is, having no locally rated telephone numbers in certain RLEC territories) received similar emails.

intraMTA in nature; the defining question is whether intraMTA traffic is "local" traffic for which reciprocal compensation is due.

AT&T Mobility's traffic factors do not make that distinction. Instead, and contrary to the Commission's rulings on this issue, AT&T Mobility continues to insist that twelve percent (12%) of the intraMTA traffic exchanged between it and Duo County is subject to reciprocal compensation. This percentage, however, is based upon AT&T Mobility's mistaken belief that traffic factors should be tied to the percentages of intraMTA traffic (not "local" traffic) exchanged. (*See* Direct Test. of W. Brown at 18:23-25.) Accordingly, if the Commission were to approve AT&T Mobility's proposed traffic factors, even intraMTA traffic originated by an interexchange carrier in Duo County's territory would be effectively subject to reciprocal compensation. Again, the Commission clearly rejected this misconception of the law in both its original December 22, 2006 order and in its March 18, 2007 order on clarification. (*See supra.*) Thus, AT&T Mobility's traffic factors cannot be correct.

In light of this factual inaccuracy in AT&T Mobility's approach to the traffic factors, Duo County provided AT&T Mobility with information that AT&T Mobility had no locally-rated numbers in Duo County's exchange territory.<sup>3</sup> AT&T Mobility does not dispute this evidence. Instead, it has responded by claiming that there is a purely theoretical possibility that certain locally-rated Duo County numbers have been ported onto AT&T Mobility's system. It has no evidence that this has actually occurred.

Remote theoretical possibilities do not entitle AT&T Mobility to compensation under any interpretation of the applicable law. Duo County has presented AT&T Mobility with its evidence

---

<sup>3</sup> This action was also consistent with the Commission's November 9, 2007 order that "if either party has evidence that the traffic factors do not approximate actual traffic patterns, that evidence should be presented to the parties and the Commission's attention." (*Id.* at 12.; *see also* Ex. 1.)

that the 88% / 12/% traffic factor does "not approximate actual traffic patterns." AT&T Mobility has responded with no evidence that the parties actually exchange "local" (as opposed to intraMTA) traffic. Accordingly, the Commission should deny AT&T Mobility's Motion, thereby reaffirming its previous conclusions that "local traffic" and "intraMTA traffic" are not interchangeable concepts.<sup>4</sup>

**B. The Language in Section 5.5 Implements the Commission's November 9, 2007 Order.**

Second, AT&T Mobility claims that the language the RLECs have inserted into section 5.5 of the interconnection agreements contradicts the Commission's rulings in this matter. The new language – which was clearly highlighted in the RLECs filing cover letter – provides as follows.

Notwithstanding the foregoing, if a Party has evidence that the traffic factors set forth in Appendix A to this Agreement do not approximate actual traffic patterns, that Party shall present such evidence to the other Party and, as necessary, to the Commission. The Parties will adjust the traffic factors to be consistent with the factual evidence presented. To the extent that the Parties cannot reach agreement on the modification to the traffic factors to reflect the factual evidence, the Parties shall resolve such disagreement before the Commission.

*(Id.)* The Commission's November 9, 2007 order likewise provides, "if either party has evidence that the traffic factors do not approximate actual traffic patterns, that evidence should be presented to the parties and the Commission's attention." *(Id.* at 12.) The RLECs' language does not violate the Commission's rulings in the least. To the contrary, it implements the Commission's ruling.

AT&T Mobility further complains that the Commission's November 9, 2007 order should not be applied back to the effective date of the interconnection agreements. In support of this

---

<sup>4</sup> The RLECs further note that they do not concede that any of the other traffic factors included in the other interconnection agreements "approximate actual traffic patterns." (More nuanced scenarios will be addressed at a later date.) Rather, in light of the Commission's generous filing deadline extension, the RLECs undertook only to adjust those agreements for which the actual traffic patterns indicated that a particular CMRS Provider had no local numbers within a particular RLEC's service territory, thereby removing all reasonable question as to the accuracy of the CMRS Provider-proposed traffic factors.



contention, AT&T Mobility claims that the November 9 order provided the parties "an opportunity, in the future, to produce evidence that the intraMTA traffic ratios may have changed from the original AT&T Mobility traffic study." (Motion at 4 (emphasis added).) Again, this argument fails to acknowledge the Commission's multiple rulings that reciprocal compensation is not due simply with respect to "intraMTA traffic," but only with respect to intraMTA traffic that is "local" to the RLEC's territories. (*See supra.*)

Accordingly, AT&T Mobility's contention fails because the reason the traffic factors need to be adjusted to coincide with the effective date of the interconnection agreement is that the AT&T Mobility-proposed traffic factor is based upon a rejected interpretation of reciprocal compensation obligations.<sup>5</sup> Accordingly, if the RLEC's were permitted to implement the actual traffic factors only on a prospective basis, the CMRS Providers will have effectively circumvented – at least until the time of some unspecified "future" implementation – the Commission's order that non-local intraMTA traffic is not subject to reciprocal compensation.<sup>6</sup> Correct traffic factors should be implemented as of the effective date of the agreement.

Finally, AT&T Mobility complains that the RLECs' language in section 5.5 will require the parties to "litigate traffic disputes before the Commission, regardless of the relevancy, or lack thereof, of RLEC evidence, and regardless of other avenues available for dispute resolution." (Motion at 4.) Without addressing the histrionics of this unsupported claim, the RLECs simply note that they, too, do not relish the notion of additional disputes regarding reciprocal compensation payments. Nevertheless, they are not content to let AT&T Mobility effectively steal money from

---

<sup>5</sup> That is, AT&T Mobility's traffic factors were based upon a generic analysis of the amount of intraMTA traffic (without attention to "local" intraMTA traffic) delivered to the RLEC's. (*See supra.*)

<sup>6</sup> This would permit AT&T Mobility to recover (from the RLECs) reciprocal compensation charges in knowing contravention of the Commission's previous orders that such charges are not due with respect to traffic originated by interexchange carriers.

them on the basis of traffic factors that relate only to intraMTA traffic, and not local traffic. The Commission's orders were clear that the RLECs had no obligation to pay reciprocal compensation for calls originated by interexchange carriers. Moreover, the Commission's November 9, 2007 order expressly contemplates that it will be directly involved in any such discussions. (*See id.* at 12.)

Accordingly, the RLECs' language in section 5.5 seeks only to ensure that the Commission is promptly involved in the enforcement of its order that the RLECs are not obligated to pay reciprocal compensation for interexchange carrier-originated intraMTA traffic. In other words, if the interconnection agreements are to be implemented consistent with the Commission's orders regarding the scope of reciprocal compensation, the traffic factors must be corrected as of the effective date.<sup>7</sup> Any other factor financially rewards AT&T Mobility for disobeying the Commission's arbitration orders.

Thus, the Commission should deny AT&T Mobility's motion with respect to all of the RLECs.

## **II. The Commission Should Reject the "Filing of T-Mobile and Verizon Wireless in Support of Conformed Interconnection Agreements."**

The T-Mobile/Verizon Wireless filing is little more than a "me too" filing insofar as it concerns the contention that "the RLECs simply cannot support their claim that Verizon Wireless and T-Mobile have no customers with local numbers." (Filing at 3.) The entire basis for this argument rests upon two faulty premises. First, T-Mobile and Verizon Wireless claim that the Commission ordered the RLECs to use the T-Mobile and Verizon Wireless traffic factors; this is not

---

<sup>7</sup> As previously noted, AT&T Mobility has supplied no evidence that any of the carriers submitting interconnection agreements with 100% / 0% traffic factors originated any traffic to it. Coupled with the evidence that AT&T Mobility has no numbers local to those carriers, the 100% / 0% traffic factor is appropriate.

true when – as here – "either party has evidence that the traffic factors do not approximate actual traffic patterns..."<sup>8</sup> (*See supra.*)

Second, T-Mobile and Verizon Wireless rely, as did AT&T Mobility, upon the hypothetical, theoretical possibility that the "advent of wireless local number portability" could result in T-Mobile or Verizon Wireless having customers "local" to the RLECs. As noted with respect to AT&T Mobility, "possibilities" are not evidence. The only evidence presented thus far has been that presented by the RLECs to T-Mobile and Verizon Wireless: those carriers have no local numbers in the territories of certain RLECs.<sup>9</sup>

The final portion of T-Mobile's and Verizon Wireless's Filing further complains that the interconnection agreements should include additional information that can be addressed during the implementation phase of these agreements. Specifically, T-Mobile and Verizon Wireless want to include additional language: (i) identifying alternative interconnection points for certain RLECs; (ii) stating that direct interconnection will be required for certain RLECs; and (iii) stating that certain preexisting interconnection agreements will be superseded by the arbitrated agreements. None of these scenarios require Commission input, nor do they require completion prior to filing the conformed interconnection agreements.

To the extent that certain RLECs will have interconnection points that differ from the point specified in Appendix A, the respective parties will reach agreement on that point, as appropriate.

---

<sup>8</sup> As with AT&T Mobility, it is clear that T-Mobile's and Verizon Wireless's traffic factors are based upon the rejected premise that reciprocal compensation is due with respect to all intraMTA traffic. (*See* Direct Test. of D. Conn at 11:1-3 ("The law requires that the RLECs must reciprocally compensate the CMRS Providers for land-to-mobile intraMTA traffic regardless of existence or nature of an intermediary carrier..."); *see also* Direct Test. of J. Clampitt at 9:18-23 ("... which is the appropriate intraMTA traffic factors...?").)

<sup>9</sup> It is sheer fiction for T-Mobile and Verizon Wireless to claim that no evidence of this was presented to them. Rather, T-Mobile and Verizon Wireless simply chose to ignore this evidence in the hopes that the Commission will permit them to implement their overbroad "intraMTA" factors, when the real emphasis should be upon "local traffic" factors. (*See supra.*)

This does not, however, require Commission assistance. Likewise, it does not require making an already complicated process unnecessarily more complicated by inserting superfluous language amendments to identify additional interconnection points upon which the parties may subsequently agree.

In addition, to the extent that there is a sufficient volume of traffic to justify direct connection between certain carriers, that contingency is already addressed by sections 4.1.3 (which sets forth the 300,000 MOU threshold) and 4.1.4 (which describes the implementation of dedicated trunks). Again, the parties can address these matters (as necessary) during the implementation of the interconnection agreements. There is no reason to make this complicated process unnecessarily more complicated by adding the superfluous language T-Mobile and Verizon Wireless propose.

Finally, if the arbitrated interconnection agreements are superseding older interconnection agreements, there is no reason to address that in the language of the conforming document. The parties are aware that the arbitration proceedings entail the creation of a new interconnection relationship. Accordingly, efforts to insert language to this obvious effect only waste the parties' time by unnecessarily complicating this already complicated process.

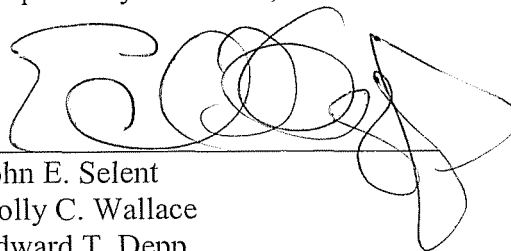
Therefore, the Commission should reject the Filing of T-Mobile and Verizon Wireless.

### **III. Conclusion.**

For all the foregoing reasons, the Commission should deny AT&T Mobility's Motion and reject T-Mobile's and Verizon Wireless's Filing. The RLECs' conformed interconnection

agreements implement the Commission's orders in this matter, and they should be approved notwithstanding the refusal of certain carriers to execute those conforming agreements.<sup>10</sup>

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John E. Selent', written over a horizontal line.

John E. Selent

Holly C. Wallace

Edward T. Depp

**DINSMORE & SHOHL LLP**

1400 PNC Plaza

500 West Jefferson Street

Louisville, Kentucky 40202

(502) 540-2300 (telephone)

(502) 585-2207 (fax)

**COUNSEL TO PETITIONERS**

---

<sup>10</sup> Sprint, for example, signed the conforming agreements proposed by the RLECs after slightly modifying the above-referenced language in section 5.5 to implement the Commission's November 9, 2007 order.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was served by first-class United States mail and electronic mail on this 21st day of December, 2007, to the following individual(s):

Mary K. Keyer, Esq.  
General Counsel/AT&T Kentucky  
601 W. Chestnut Street, Room 407  
Louisville, Kentucky 40203

*Counsel to AT&T Mobility*

Phillip R. Schenkenberg, Esq.  
Briggs and Morgan, P.A.  
2200 IDS Center  
Minneapolis, MN 55402  
pschenkenberg@briggs.com

*Counsel to T-Mobile and Counsel to Verizon*

Mark R. Overstreet, Esq.  
Stites & Harbison PLLC  
421 West Main Street  
P.O. Box 634  
Frankfort, Kentucky 40602-0634  
moverstreet@stites.com

*Counsel to AllTel*

John N. Hughes, Esq.  
Attorney at Law  
124 West Todd Street  
Frankfort, Kentucky 40601  
jnhughes@fewpb.net

*Counsel to Sprint PCS*

Bhugin M. Modi  
ComScape Telecommunications, Inc.  
1926 10<sup>th</sup> Avenue North  
Suite 305  
West Palm Beach, FL 33461

Tom Sams  
NTCH-West, Inc.  
1600 Ute Avenue, Suite 10  
Grand Junction, Colorado 81501

  
**COUNSEL TO PETITIONERS**



**Depp,Tip**

---

**From:** SELENT, JOHN  
**Sent:** Thursday, December 06, 2007 4:12 PM  
**To:** 'mary.keyer@att.com'  
**Cc:** Depp,Tip; WALLACE, HOLLY; Hallingstad, Matthew  
**Subject:** FINAL, CONFORMING INTERCONNECTION AGREEMENTS  
**Attachments:** Duo County/Cingular - FINAL, CONFORMING INTERCONNECTION AGREEMENT (Nov 16, 2007).DOCx; Ballard/Cingular - FINAL, CONFORMING INTERCONNECTION AGREEMENT (Nov 16, 2007).DOCx; West KY/Cingular - FINAL, CONFORMING INTERCONNECTION AGREEMENT (Nov 16, 2007).DOCx; South Central/Cingular - FINAL, CONFORMING INTERCONNECTION AGREEMENT (Nov 16, 2007).DOCx

Dear Mary:

Attached please find Conformed CMRS Agreements for those of my clients that are in arbitration with Cingular.

Consistent with the Public Service Commission's ("PSC") Order on rehearing, language has been added to Section 5.5 to reflect the PSC's directive that, if a Party has evidence that the traffic factors proposed by the CMRS Providers do not approximate actual traffic patterns, that evidence should be presented to the other Party and brought to the PSC's attention.

In some instances, Section 2 of Appendix A has been revised to reflect that Cingular does not have any numbers in any exchange that is local to that particular ILEC. Therefore, 100% of the mobile-to-land traffic exchanged between Cingular and that ILEC is terminating on the ILEC's network and 0% of the land-to-mobile traffic exchanged is terminating on Cingular's network. We have only adjusted those traffic factors where there is a 100%-0% ratio.

Please execute and return these documents, *in triplicate*, as soon as possible so that we may get them filed with the PSC by Monday.

Thank you.

Please call if you have any questions.

John

**Dinsmore & Shohl** LLP  
ATTORNEYS

**John E. Selent**  
Attorney

12/21/2007



1400 PNC Plaza, 500 W. Jefferson St., Louisville, KY 40202  
Phone: (502) 540-2315; Fax: (502) 585-2207  
[john.selent@dinslaw.com](mailto:john.selent@dinslaw.com); [www.dinslaw.com](http://www.dinslaw.com)

Assistants:

Kerry W. Ingle - Paralegal (502) 540-2354; [kerry.ingle@dinslaw.com](mailto:kerry.ingle@dinslaw.com)  
Marlene Troxle - Secretary (502) 540-2317; [marlene.troxle@dinslaw.com](mailto:marlene.troxle@dinslaw.com)