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September 29, 2006

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SEP 29 2006

**PUBLIC SERVICE
COMMISSION**

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

RE: Direct Testimony of William H. Brown on Behalf of Cingular
Wireless and on Behalf of the Wireless Carriers
PSC Case Nos. 2006-00215; 2006-00217; 2006-00218; 2006-00220;
2006-00252; 2006-00255; 2006-00288; 2006-00292; 2006-00294;
2006-00296; 2006-00298 and 2006-00300

Dear Ms. O'Donnell:

Enclosed please find twelve originals of the Direct Testimony of William H. Brown to be filed in the above-referenced cases. I am also enclosing seven (7) copies. Please return one copy marked filed to the person delivering these documents to you.

Thank you and please call if you have any questions.

Very truly yours,

Phyllis D. O'Malley
Assistant to Jeffrey J. Yost

/pom
Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of:

Petition of Ballard Rural Telephone Cooperative) Case No. 2006-00215
Corporation, Inc. for Arbitration of Certain Terms)
and Conditions of Proposed Interconnection)
Agreement With American Cellular f/k/a ACC)
Kentucky License LLC, Pursuant to the)
Communications Act of 1934, as Amended by the)
Telecommunications Act of 1996)

Petition of Duo County Telephone Cooperative) Case No. 2006-00217
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)

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

Petition of West Kentucky Rural Telephone) Case No. 2006-00220
Cooperative Corporation, Inc. for Arbitration of)
Certain Terms and Conditions of Proposed)
Interconnection Agreement With American)
Cellular f/k/a ACC Kentucky License LLC,)
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 f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996)

Case No. 2006-00252

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 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. 2006-00255

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 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 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. 2006-00294

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)
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. 2006-00296

Petition of Peoples 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. 2006-00298

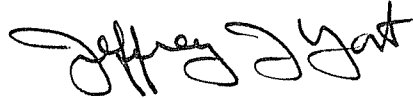
Petition of Thacker-Grigsby Telephone Company,)
Inc. for Arbitration of Certain Terms and)
Conditions of Proposed Interconnection Agreement)
With Cellco Partnership d/b/a Verizon Wireless,)
GTE Wireless of the Midwest Incorporated d/b/a)
Verizon Wireless, and Kentucky RSA No. 1)
Partnership d/b/a Verizon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

Case No. 2006-00300

**DIRECT TESTIMONY OF WILLIAM H. BROWN
ON BEHALF OF CINGULAR WIRELESS AND ON BEHALF OF THE
WIRELESS CARRIERS**

New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership D/B/A Cingular Wireless ("Cingular Wireless") hereby file the Direct Testimony of William H. Brown on behalf of Cingular Wireless and all the CMRS Providers.

Respectfully submitted by:



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served on the parties listed below by electronic mail, or first class mail, postage prepaid, the 29th day of September, 2006.

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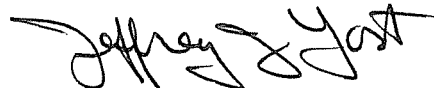
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**DIRECT TESTIMONY OF WILLIAM H. BROWN
ON BEHALF OF CINGULAR WIRELESS AND ON BEHALF OF THE
WIRELESS CARRIERS**

September 29, 2006

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1 **DIRECT TESTIMONY OF WILLIAM H. BROWN**
2 **ON BEHALF OF CINGULAR WIRELESS AND ON BEHALF OF THE**
3 **WIRELESS CARRIERS**

4
5 **Introduction**

6
7 **Q. State your name, address and occupation.**

8
9 A. My name is William H. Brown. I am Senior Interconnection Manager for Cingular
10 Wireless (“Cingular”), and my office address is 5565 Glenridge Connector, Suite 1520,
11 Atlanta, Georgia 30342. Cingular was formed as a result of the merger between the
12 wireless properties formerly held by SBC Communications and BellSouth Corporation.

13 **Q. Briefly state your education and experience as it relates to the provision of**
14 **telecommunications services generally and commercial mobile radio service in**
15 **particular.**

16 A. I have a Bachelor of Science Degree in Mathematics from North Georgia College and
17 a Master of Business Administration Degree from the University of Alabama in
18 Birmingham (UAB). I have been employed in the communications industry for 40 years
19 and in wireless for 24 years. My work experience includes engineering, economic
20 analysis, rate and tariff development and filings, and regulatory responsibilities. I have
21 testified before a number of state commissions, including Georgia, Florida, Hawaii,
22 Indiana, Wisconsin, Alabama, Louisiana, California, South Carolina, Massachusetts,
23 Mississippi, Tennessee, Missouri, Oklahoma and Kentucky.

24 **Q. What Cingular affiliates are currently providing commercial mobile radio**
25 **service in Kentucky?**

26 A. Cingular is currently providing Commercial Mobile Radio Service ("CMRS") in
27 Kentucky through New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited

1 Partnership d/b/a Cingular Wireless.

2 **Q. What issues will you discuss in your testimony?**

3 A. To avoid the duplication of having each wireless company witness discuss every issue
4 in these proceedings, the parties have agreed that individual wireless company testimony
5 will focus on only a subset of the total arbitration issues, and that such testimony may be
6 filed on behalf of all the CMRS Providers. In other words, the CMRS Providers have
7 divided the issues among their witnesses, in order to minimize/avoid duplicative
8 testimony, except insofar as certain issues require company-specific data. Accordingly,
9 my testimony will discuss the following issues on behalf of every CMRS Provider:

- 10 1. Issue 2: Should the Interconnection Agreement apply to traffic exchanged
11 directly, as well as to traffic exchanged indirectly through BellSouth or any
12 other intermediary carrier?
13
- 14 2. Issue 5: Is each Party obligated to pay for the transit costs associated with
15 the delivery of traffic originated on its network to the terminating Party's
16 network?
17
- 18 3. Issue 6: Can the RLECs use industry standard records (e.g., EMI 11-01-01
19 records provided by transiting carriers) to measure and bill CMRS Providers
20 for terminating mobile-originated Telecommunications Traffic?
21
- 22 4. Issue 13: If a CMRS Provider does not measure intercarrier traffic for
23 reciprocal compensation billing purposes, what intraMTA traffic factors
24 should apply?
25
- 26 5. Issue 14: Should the Interconnection Agreement prohibit the Land-to-
27 Mobile Traffic Factor from exceeding 50%?
28
- 29 6. Issue 15: What is the appropriate compensation for interMTA traffic?
30
- 31 7. Issue 19: Under what circumstances should a Party be permitted to block
32 traffic or terminate the Interconnection Agreement?
33
- 34 8. Issue 25: Should the Interconnection Agreement require the Parties to
35 maintain specific insurance not required by law?
36

37 **Q. Will your testimony discuss any facts specific only to Cingular?**

1 A. Yes. My testimony will discuss Cingular-specific facts in Issue 13.

2 **Issue 2: Should the Interconnection Agreement apply to traffic exchanged directly,**
3 **as well as to traffic exchanged indirectly through BellSouth or any other**
4 **intermediary carrier?**

5
6 **Q. Describe the dispute underlying this issue.**

7 A. The Petitioners in this case, whom I will sometimes refer to as the RLECs (Rural
8 Local Exchange Carriers), have taken the position that Cingular and the other Wireless
9 Carriers must establish direct interconnection trunks with the Petitioners' networks. If
10 such direct interconnection trunks are not established, Petitioners have indicated that they
11 intend to block traffic from Cingular and the other Wireless Carriers.

12 **Q. Can you point to specific sections of the RLECs' proposed interconnection**
13 **agreement that would require the Wireless Carriers to establish direct**
14 **interconnection trunks?**

15 A. The Issues Matrix attached to the Wireless Carriers' consolidated Response lists all
16 the contract sections that would require the establishment of direct interconnection
17 trunks. There are at least 23 different sections of the RLECs' proposed interconnection
18 agreement that would require such a result. I will comment on only a few, but all of them
19 need to be modified.

20 The title of the RLEC's proposed interconnection agreement is "Facilities-Based
21 Network Interconnection for Transport and Termination of Telecommunication Traffic."
22 When the RLECs use the phrase "facilities-based," I believe they mean "direct
23 interconnection." The RLECs' viewpoint, it appears to me, is that the exchange of traffic
24 through indirect interconnection (e.g., through a BellSouth tandem) is not "facilities-
25 based."

1 Section 1.12 of the RLECs' proposed agreement would define "Interconnection"
2 to mean "the linking of the CMRS Provider and LEC networks for the delivery of
3 traffic." This definition defines "linking" to mean direct physical interconnection and
4 excludes indirect interconnection through a third-party's tandem.

5 This is stated directly in proposed section 3.1 which, if adopted as proposed by
6 the RLECs, would state:

7 This Agreement sets forth the terms, conditions and prices under which
8 the Parties agree to interconnect the CMRS network of CMRS provider
9 and the LEC network of LEC for the purposes of delivering certain traffic
10 within the scope of this Agreement . . .

11
12 Proposed section 4.1.1 is even more explicit:

13 The Parties agree to interconnect their respective networks within the
14 incumbent LEC service area of LEC at one or more interconnection Points
15 ("IPs") as established by LEC. Interconnection will be provided through
16 an appropriate LEC tandem switching office.

17
18 **Q. Why do you claim that the RLECs' proposed interconnection agreement would**
19 **prohibit Cingular and the other Wireless Carriers from exchanging traffic**
20 **indirectly with the RLECs?**

21 A. Proposed section 4.1.2 of the RLEC's proposed contract would state:

22 Indirect Interconnection. CMRS Provider shall be permitted to use a third
23 party carrier's facilities for purposes of establishing interconnection
24 indirectly with LEC at the IPs. In such case, on behalf of CMRS Provider,
25 the third party carrier will connect dedicated facilities with LEC at the
26 IP(s). CMRS Provider shall be responsible for the payment to any third
27 party carrier for any charges associated with the facilities.

28
29 By this proposed definition, the RLECs would define "indirect interconnection" to mean
30 the same as "direct interconnection," i.e., leasing facilities to connect directly to an
31 RLEC's switch.

32 This is not what "indirect interconnection" means. "Indirect interconnection"

1 means that Cingular and an RLEC do not interconnect directly with each other but
2 instead interconnect directly with BellSouth – or some other third-party intermediary
3 carrier – and send each other traffic through that third party’s network. The RLECs’
4 proposed contract would prohibit this.

5 **Q. If the RLEC’s proposed language on this issue were adopted, and Cingular**
6 **attempted to send traffic to an RLEC through the BellSouth network, what would**
7 **happen?**

8 A. The RLECs have told us that they will attempt to block all such wireless traffic.
9 Moreover, such blocking would be allowed under proposed section 8.6.3(b), which
10 would define “default,” allowing termination of the interconnection agreement, to include
11 “[a] Party’s refusal or failure in any material respect properly to perform its obligations
12 under this Agreement, or the violation of any of the material terms and conditions of this
13 Agreement.” We expect that the RLECs would treat a failure by Cingular or any other
14 wireless carrier to establish direct interconnection trunks to be a “failure . . . to perform . .
15 . obligations under this Agreement.”

16 **Q. Is the RLECs’ position consistent with the Act and FCC Rules?**

17 A. No. Both the Telecommunications Act and FCC Regulations specifically allow
18 Wireless Carriers to connect indirectly with the RLECs. 47 U.S.C. § 251(a)(1) requires
19 all “Telecommunications Carriers,” which includes the RLECs, “to interconnect directly
20 or indirectly with the facilities and equipment of other telecommunications carriers.”
21 Likewise, 47 C.F.R. § 51.100(a) states that each “telecommunications carrier” has the
22 specific duty “to interconnect directly or indirectly with facilities and equipment of other
23 telecommunications carriers.”

1 **Q. Doesn't the RLECs' proposed interconnection agreement allow indirect**
2 **interconnection?**

3 A. No. As I discussed above, the RLECs' proposed agreement would define "indirect
4 interconnection" so that it is functionally the equivalent of "direct interconnection." The
5 RLECs cannot avoid their statutory obligation to connect "indirectly" by defining the
6 term out of existence.

7 **Q. Has the FCC defined "indirect interconnection" in a manner that makes clear**
8 **the RLECs' proposed definition is wrong?**

9 A. Yes. The FCC has specifically stated:

10 As noted above, that section [252(a)(1)] requires that each
11 telecommunications carrier "interconnect directly or indirectly with the
12 facilities and equipment of other telecommunications carriers." As we
13 have stated in the past, CMRS providers are obligated to comply with this
14 section, but that indirect interconnection (e.g., two carriers other than
15 incumbent LECs connecting with an incumbent LEC's network) satisfies
16 this obligation.¹

17
18 As the Commission recognized in the *Intercarrier Compensation NPRM*,
19 CMRS providers typically interconnect indirectly with smaller LECs via a
20 Bell Operating Company (BOC) tandem. In this scenario, a CMRS
21 provider delivers the call to a BOC tandem, which in turn delivers the call
22 to the terminating LEC. The indirect nature of the interconnection enables
23 the CMRS provider and LEC to exchange traffic even if there is no
24 interconnection agreement or other compensation arrangement between
25 the parties.²

26
27 Thus, the FCC clearly defined "indirect interconnection" to mean a wireless carrier's
28 interconnecting with another carrier (such as the RLECs in this case) through the
29 facilities of an incumbent LEC (BellSouth in the case of Cingular). Moreover, the FCC

¹ *In the Matter of Interconnection and Resale Obligations Pertaining to Commercial Mobile Radio Service*, Fourth Report and Order, CC 94-54, ¶ 13 (rel. July 24, 2000)(citations omitted).

² *In the Matter of Developing a Unified Intercarrier Compensation Regime, T-Mobile et al. Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs*, Declaratory Ruling and Report and Order, CC 01-92, ¶5 (rel. Feb. 24, 2005).

1 has clearly stated that such “indirect interconnection” satisfies the requirements of 47
2 U.S.C. § 252(a)(1).

3 **Q. Have federal courts ruled on this matter?**

4 A. Yes. The Eighth Circuit Court of Appeals has recently ruled that RLECs must
5 provide indirect interconnection to Wireless Carriers, holding that “. . . the statutory
6 provision that imposes the duty to interconnect networks expressly permits direct or
7 indirect connections. 47 U.S.C. § 251(a)(1).”³

8
9 **Q. Apart from the legal issues discussed above, why do the Wireless Carriers object
10 to being required to establish direct interconnection facilities with the RLECs?**

11 A. It is often a question of economics. For example, Wireless Carriers must either
12 construct or lease direct interconnection facilities to an RLEC’s network. Although the
13 costs of any such two-way facilities are shared, many times, the relatively small amount
14 of traffic exchanged between a wireless carrier and an RLEC does not justify the cost of
15 direct interconnection facilities. In other words, the cost saved by avoiding the transit
16 charge is less than the cost of direct trunks. In such a case, a wireless carrier will
17 generally choose to exchange traffic indirectly.

18 Also, it would be highly inefficient for each wireless carrier to establish a separate
19 direct interconnection trunk with every RLEC. Such a requirement would entail
20 enormous and unnecessary duplication of facilities at substantial expense.

21 **Q. Are there costs associated with indirect interconnection?**

22 A. Yes. For example, the Wireless Carriers pay a “transiting fee” to the intermediary
23 carrier. Cingular, for example, pays a transiting fee to BellSouth for transiting services.

³ See *WWC License, L.L.C. v. Boyle*, 459 F.3d 880 (8th Cir. 2006).

1 Thus, at some point, as traffic between Cingular and an RLEC grows, the cost of the
2 transiting fee exceeds the cost of direct interconnection facilities. When that point is
3 reached, Cingular and the other Wireless Carriers will often establish direct
4 interconnection trunks with an RLEC – under appropriate circumstances.

5 Also, Cingular and other Wireless Carriers pay facilities’ costs to transport
6 wireless-originated traffic to the third-party transit provider. As discussed below in Issue
7 5, RLECs have the same obligations regarding traffic originated on their network.

8 **Q. How should the Commission rule on this issue?**

9 A. The Commission should rule in favor of Cingular and the other Wireless Carriers,
10 holding that the interconnection agreements with the RLECs must include provisions for
11 indirect interconnection. Because the contract proposed by the RLECs is full of offensive
12 language in this regard, it is very important for the Commission to rule that all of the
13 language proposed by the Wireless Carriers should be adopted for each contract section
14 listed in the matrix for Issue 2.

15 **Issue 5: Is each Party obligated to pay for the transit costs associated with the**
16 **delivery of traffic originated on its network to the terminating Party’s network?**

17
18

18 **Q. Describe this issue.**

19 A. When the Wireless Carriers and the RLECs exchange traffic indirectly (i.e., through a
20 third-party tandem), the third-party tandem provider is entitled to compensation for the
21 use of its facilities. Typically, the transiting carrier will assess a usage-based charge
22 against the originating party, i.e., a charge is paid for each minute of transiting use. The
23 RLECs, however, refuse to recognize that they should pay a transiting charge for RLEC-
24 originated traffic.

1 As discussed above, it appears to me that the RLECs believe that they can force
2 the Wireless Carriers to establish direct interconnection facilities, and if the Wireless
3 Carriers fail to do so, the RLECs appear to believe that they can block wireless traffic. If
4 the RLECs lose that argument, as they must, then the RLECs claim, as a fall-back
5 position, that they cannot be required to pay the transiting charge (arising out of indirect
6 interconnection) for RLEC-originated traffic. Instead, the RLECs claim that the Wireless
7 Carriers should be required to pay the transit charge for RLEC-originated traffic.

8 In other words, the RLECs claim that in cases of indirect interconnection, if
9 indirect interconnection is forced upon them, that the Wireless Carriers are required to
10 pay the transiting charge for all wireless-originated traffic and also for all RLEC-
11 originated traffic. The Wireless Carriers always pay, and the RLECs never pay.

12 **Q. What language in the RLECs' proposed interconnection agreement embodies**
13 **this dispute?**

14 A. As discussed above, the RLECs take the position that they cannot be required to
15 interconnect indirectly. Thus, the RLECs' proposed interconnection agreement contains
16 no language whatever regarding indirect interconnection. The Wireless Carriers have
17 therefore proposed the following language in section 4.1.2.1 that would clearly establish
18 the obligations of the parties for paying transiting charges:

19 Each Party shall be responsible for (a) all transit charges, if any, generated
20 by calls originated on its network, and (b) all costs of the facilities linking
21 its own switche(es) to the third party transiting tandem.
22

23 The RLECs object to this proposed language, making clear that they object to paying any
24 transiting charges.

1 **Q. Currently, who pays the transiting charge for wireless-originated traffic sent to**
2 **the RLECs through a third-party tandem?**

3 A. The Wireless Carriers all pay this charge as they are required to do pursuant to their
4 respective agreements with the transiting carriers.

5 **Q. Do the Wireless Carriers object to paying the transiting charge for RLEC-**
6 **originated traffic?**

7 A. Yes. The Wireless Carriers believe that the originating carrier should pay the
8 transiting charge, whether the call originates from a wireless or landline phone. The
9 Wireless Carriers should pay the transiting charge for wireless-originated traffic, and the
10 RLECs should pay the charge for RLEC-originated traffic. This would require the
11 originating carrier to be financially responsible for the cost of carrying the call all the
12 way to the terminating carriers' network. I may be stating the obvious, but this is fair
13 because it applies equally to each party; that is, each carrier is responsible for the cost of
14 delivering its traffic to the other party. It is also fair because, with a fee based on usage,
15 each party incurs a transiting fee directly related to the amount of traffic originated on its
16 network.

17 In my opinion, the RLECs are attempting to evade financial responsibility for
18 calls originated on their networks and to force the Wireless Carriers to pay for such calls.
19 This is inappropriate simply as a matter of fairness.

20 **Q. Do any statutes, regulations, administrative rulings or judicial decisions deal**
21 **with this issue?**

22 A. Yes. Petitioners' position on this issue is contrary to all authority with which I am
23 familiar.

1 (1) Petitioners' Position Is Incompatible with FCC Rules. 47 C.F.R. § 51.703(b)
2 specifically states that “[a] LEC may not assess charges on any other telecommunications
3 carrier for telecommunications traffic that originates on the LEC’s network.” In other
4 words, the originating carrier cannot require the terminating carrier to pay the cost to
5 deliver the originating carrier’s calls. Indeed, it would be logically inconsistent for the
6 terminating carrier (rather than the originating carrier) to pay the cost to receive the call,
7 but then for the originating carrier to compensate the terminating carrier for the costs of
8 switching and transport once the land-to-mobile traffic reaches the wireless network. Yet
9 FCC Rules clearly require the RLECs to pay compensation for the Wireless Carriers’
10 costs of transporting and terminating RLEC-originated traffic.⁴ Under such a system, it
11 makes no sense to claim that the terminating carrier should pay the transiting charge.

12 (2) Petitioners' Position Is Incompatible with the FCC's Interpretation of Its Own
13 Rules. The FCC’s General Counsel has explained FCC rules to one federal appellate
14 court as follows:

15 Under the current intercarrier compensation rules, then, when a wireless
16 customer calls a rural LEC customer, the wireless carrier is responsible for
17 transporting the call and paying the cost of this traffic. And, conversely,
18 when a rural LEC customer calls a wireless customer, the rural LEC is
19 responsible for transporting the call and paying the cost of this transport.⁵

⁴ 47 C.F.R. § 51.701(d)(“For purposes of this subpart, termination is the switching of telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.”). 47 C.F.R. § 51.701(c)(“[T]ransport is the transmission and any necessary tandem switching of telecommunications traffic subject to section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.”).

⁵ Brief for the Federal Communications Commission, *United States Telecom Ass'n v. FCC*, Nos. 03-1414, 1443, at 35 (D.C. Cir., filed July 9, 2004).

1 Thus, the FCC has specifically stated in filed pleadings that LECs cannot require
2 Wireless Carriers to pay the cost of delivering LEC-originated, intraMTA traffic to
3 CMRS Providers for termination. FCC decisions have reached the same conclusion:

4 Section 51.703(b), when read in conjunction with Section 51.701(b)(2),
5 requires LECs to deliver, without charge, traffic to CMRS providers
6 anywhere within the MTA in which the call originated . . .⁶

7 Likewise, the FCC has specifically rejected the “financial POI” concept
8 advocated by Petitioners. In the *Virginia Arbitration Order*, the incumbent LEC asked
9 the FCC to approve its “virtually geographic relevant interconnection point” (“VGRIP”)
10 proposal.⁷ Under this proposal, competitive carriers would have been required to
11 “designate one or more ‘interconnection points’ (IPs) within each LATA” and the
12 competitive carrier’s “IP, which may be different from the physical POI, would function
13 as a point of demarcation of financial responsibility for the further transport of traffic
14 delivered to its network.”⁸ The FCC rejected the incumbent’s VGRIP proposal as being
15 incompatible with its “current rules governing points of interconnection and reciprocal
16 compensation”:

17 We find that the petitioners' proposed language more closely conforms to
18 our existing rules and precedent than do [the incumbent's] proposals. . . .
19 [U]nder the petitioners' proposals, each party would bear the cost of
20 delivering its originating traffic to the point of interconnection designated
21 by the competitive LEC. The petitioners' proposals, therefore, are more
22 consistent with the Commission's rules for section 251(b)(5) traffic, which
23 prohibit any LEC from charging any other carrier for traffic originating on
24 that LEC's network.⁹

⁶ *TSR Wireless v. US WEST*, 15 FCC Rcd 11166, 11184 ¶ 31 (2000), *aff'd Qwest v. FCC*, 252 F.3d 462 (D.C. Cir. 2001).

⁷ *Virginia Arbitration Order*, 17 FCC Rcd 27039 (2002).

⁸ *Id.* at 27057 ¶ 37.

⁹ *Id.* at 27063-64 ¶ 51, 27064-65 ¶ 53.

1 (3) Petitioners' Position Is Incompatible with a Recent Federal Appellate Court
2 Decision. Federal court interpretations of the Communications Act and FCC
3 implementing rules are important because it will be a federal court that entertains any
4 appeals of this Commission's arbitration order. *See* 47 U.S.C. §§ 252(e)(4), (6).

5 In an appeal of an Oklahoma Corporation Commission arbitration decision, the
6 rural LECs made the same argument Petitioners repeat here: they should not be
7 responsible for paying the transiting charge to the intermediary carrier. The Tenth Circuit
8 Court of Appeals summarily rejected this argument:

9 The [rural LECs'] argument that CMRS providers must bear the expense
10 of transporting [rural LEC]-originated traffic on the [intermediary]
11 network must fail.¹⁰

12 In short, the originating carrier, not the terminating carrier, is responsible for the costs of
13 transport of traffic originating on the originating carrier's network.

14 **Q. Is Petitioners' position on this issue inconsistent with the Position taken by a**
15 **rural LEC trade association?**

16 A. Yes. The National Telecommunications Cooperative Association, which represents
17 more than 560 small and rural LECs,¹¹ has told the FCC: "Typically, the carrier that
18 originates the call will pay for the transiting function."¹²

19 **Q. How should the Commission rule on this issue?**

¹⁰ *Atlas Telephone v. Oklahoma Corporation Comm'n*, 400 F.3d 1256, 1266 (10th Cir. 2005).

¹¹ *See* www.ntca.org.

¹² NTCA Ex Parte, CC Docket No. 01-92 (March 10, 2004), *attaching* NTCA, *Bill and Keep: Is It Right for Rural America*, at 40 (March 2004).

1 A. The Commission should adopt the Wireless Carriers' proposed language in section
2 4.1.2.1, making clear that the originating party is required to pay the transiting fee in all
3 cases of indirect interconnection.

4 **Issue 6: Can the RLECs use industry standard records (e.g., EMI 11-01-01 records**
5 **provided by transiting carriers) to measure and bill CMRS Providers for**
6 **terminating mobile-originated Telecommunications Traffic?**

7

8 **Q. Please, explain this issue.**

9 A. As I discussed above, the RLECs do not want to accept traffic from the Wireless
10 Carriers through indirect interconnection. Thus, the RLECs' proposed contract does not
11 contain any language regarding the method of obtaining usage information, in the case of
12 indirect interconnection, for billing purposes.

13 **Q. Have the Wireless Carriers proposed any language to deal with this situation?**

14

15 A. Yes. In section 5.5, the Wireless Carriers have proposed language that would allow
16 the RLECs to base their intercarrier bills, in cases of indirect interconnection, upon either
17 (1) actual usage measured at the RLEC switch, or (2) industry standard EMI 11-01-01
18 records.

19 **Q. What are EMI 11-01-01 records.**

20 A. These are billing records produced by the intermediary transiting carrier. In the case
21 of the RLECs, the 11-01-01 records would be produced by BellSouth and would show
22 the minutes of use sent to each RLEC by Cingular and the other Wireless Carriers
23 through the BellSouth network.

24 **Q. Do RLECs in other states use 11-01-01 records to bill Cingular and other**

25 **Wireless Carriers?**

1 A. Yes. RLECs across the country use 11-01-01 records (or their equivalent) to bill
2 Cingular and other Wireless Carriers in the case of indirect interconnection. Use of such
3 records is standard industry practice.

4 **Q. Explain the nature of 11-01-01 records.**

5 A. BellSouth's 11-01-01 records are produced by BellSouth tandems. The format and
6 content of these records are defined by the Alliance for Telecommunications Industry
7 Solutions ("ATIS"), an industry standards body. Among other activities, ATIS manages
8 standardization activities for wireless and wireline networks, including interconnection
9 standards, number portability, toll-free access, telecom fraud, and order and billing
10 issues. ATIS is accredited by the American National Standards Institute ("ANSI").

11 Attached to my testimony as Exhibit 1 is the response of BellSouth to a Data
12 Request of the Tennessee Regulatory Authority, inquiring about the reliability of 11-01-
13 01 records for intercarrier billing purposes. Included in the attachment are actual 11-01-
14 01 records for calls from customers of three Tennessee RLECs to Cingular, and calls
15 from Cingular customers to customers of three Tennessee RLECs. The names of the
16 Tennessee RLECs have been redacted from the exhibit.

17 As the BellSouth response indicates, EMI 11-01-01 records are sent by BellSouth
18 to RLECs electronically, either on a weekly or daily schedule. The records are not part of
19 the "real time" signaling that accompanies each call.

20 **Q. Has the Tennessee Regulatory Authority found that BellSouth EMI 11-01-01**
21 **records are appropriate for intercarrier billing when parties are interconnected**
22 **indirectly?**

1 A. Yes. In an arbitration between several wireless carriers (including Cingular) and
2 several Tennessee RLECs, the Authority specifically ruled that 11-01-01 records could be
3 used for intercarrier billing purposes.¹³

4 **Q. Does the language proposed by the Wireless Carriers allow the RLECs, in cases**
5 **of indirect interconnection, to bill from measurements made by an RLEC's switch?**

6 A. Yes, provided that RLEC switching equipment can be verified as capable of
7 accurately measuring traffic originated by the Wireless Carriers that is subject to
8 reciprocal compensation.

9 **Q. Why have the Wireless Carriers included language requiring that RLEC**
10 **switches be verified as capable of accurate measurements?**

11 A. Most LECs are currently unable to verify at the switch wireless carrier numbers that
12 have been ported to another carrier. The same is true for so-called "pooled" numbers that
13 may have been originally assigned to a wireless carrier but are being used by another
14 carrier. Without the ability to distinguish these numbers, RLECs will bill the Wireless
15 Carriers for calls not the responsibility of the Wireless Carriers. Billing based on 11-01-
16 01 records does not cause this problem, because the records are based on individual
17 wireless carrier trunk groups, which insures that ported and pooled numbers are not
18 improperly billed. This can be seen in Exhibit 1 attached hereto.

19 **Q. How should the Commission rule on this issue?**

20 A. The Commission should adopt the Wireless Carriers' proposed language in section
21 5.5 and reject the RLECs' proposed language, which would limit the interconnection
22 agreement to direct interconnection only.

¹³ *In re Petition for Arbitration of Cellco Partnership d/b/a Verizon Wireless*, Tennessee Regulatory Authority, Docket No. 03-00585, Order of Arbitration Award, p. 54 (Jan. 12, 2006).

1 **Issue 13: If a CMRS Provider does not measure intercarrier traffic for reciprocal**
2 **compensation billing purposes, what intraMTA traffic factors should apply?**

3
4 **Q. What does this issue involve?**

5 A. Some of the Wireless Carriers, including Cingular, lack a system that can parse the
6 call detail records and produce intercarrier bills for reciprocal compensation. Such
7 systems on the landline side are based upon CABS (Carrier Access Billing System), but
8 Cingular does not have access to such a system or its equivalent.

9 **Q. Is Cingular working to establish such a system?**

10 A. Yes. But the expense and time involved are considerable, and the system is not yet in
11 place.

12 **Q. What is industry standard practice for carriers such as Cingular that lack a**
13 **billing system?**

14 A. In every interconnection agreement that Cingular has entered into, except for
15 agreements requiring bill and keep, Cingular bases its bills to landline providers off the
16 landline providers' bills to Cingular.

17 **Q. How does such a system work?**

18 A. Except for bill and keep agreements, Cingular's contracts all contain intraMTA traffic
19 ratios that stipulate what portion of total exchanged traffic is landline-originated, and
20 what portion of such traffic is wireless-originated. For example, several of Cingular's
21 contracts contain provisions stipulating that 70 percent of total traffic is wireless-
22 originated, and 30 percent is landline-originated.

23 **Q. In such a case, how does Cingular's billing work?**

24 A. Cingular will use the stipulated traffic factor to base its bill to the landline carrier off
25 of the landline carrier's bill to Cingular. For example, assume that in one month, the

1 landline carrier bills Cingular for 70 minutes of use. Assume that the agreed traffic ratio
2 is 70 percent wireless-originated and 30 percent wireline-originated. Cingular will apply
3 the appropriate formula and bill the landline carrier for 30 minutes of use. This allows
4 Cingular to bill the landline carrier, even though Cingular cannot measure the landline
5 carrier's traffic.

6 **Q. You say the use of such traffic ratios is standard industry practice?**

7 A. Yes, Cingular and other Wireless Carriers use traffic ratios throughout the country.

8 **Q. How are the traffic ratios determined?**

9 A. Although Cingular lacks the capability to measure RLEC traffic for intercarrier
10 billing purposes, Cingular does have the ability to conduct limited traffic studies to
11 determine traffic ratios. Cingular's contracts with landline carriers are now based upon
12 those Cingular traffic studies.

13 **Q. Has Cingular conducted traffic studies in the present case, and if so, what were
14 the results of those studies?**

15 A. Yes, Cingular has conducted traffic studies with the four RLECs that have filed
16 petitions for arbitration against Cingular. The studies were conducted from January 20 to
17 February 18 of 2006. The results were:

18 Ballard: 56% Wireless-Originated / 44% Wireline-Originated
19 Duo County: 88% Wireless-Originated / 12% Wireline-Originated
20 West Kentucky: 58% Wireless-Originated / 42% Wireline-Originated
21 South Central: 73% Wireless-Originated / 27% Wireline-Originated
22

23 **Q. Does Cingular propose that the above intraMTA traffic ratios be used in its
24 contracts with the above-four RLECs?**

25 A. Yes. Cingular believes the studies to be accurate. The RLECs have not produced any
26 studies of their own to indicate otherwise.

1 **Q. How should the Commission rule on this issue?**

2 A. The Wireless Carriers have proposed language in section 5.5 that would allow the use
3 of traffic factors for those providers, such as Cingular, that cannot measure traffic. That
4 language should be adopted. The traffic factors themselves would be included in
5 Appendix A to each interconnection agreement. The Commission should adopt the
6 factors listed above for Cingular's interconnection agreements with each of the four
7 RLECs.

8 **Issue 14: Should the Interconnection Agreement prohibit the Land-to-Mobile**
9 **Traffic Factor from exceeding 50%?**

10

11 **Q. Is this issue any longer in dispute?**

12 A. No. In adding their position statements to the issues matrix, the RLECs have agreed
13 to drop this issue.

14 **Issue 15: What is the appropriate compensation for interMTA traffic?**

15 **Q. What does this issue involve?**

16 A. Issue 15 involves traffic exchanged between an RLEC and a CMRS provider that
17 does not originate and terminate, at the beginning of the call, within the same MTA.
18 Such traffic is often referred to as "interMTA" traffic.

19 **Q. How is this issue generally handled in the industry?**

20 A. Generally, negotiated interconnection agreements designate a small percentage (e.g.,
21 0% -3%) of the total mobile-originated traffic as compensable interMTA traffic.

22 **Q. Typically, what rate applies to interMTA traffic?**

23 A. Typically, as a business accommodation, the parties agree to use the RLEC's
24 interstate and/or intrastate terminating access rates.

25 **Q. Why do parties generally assume that only a small portion of exchanged traffic**

1 **is compensable interMTA traffic?**

2 A. MTAs are usually very large, often covering all or most of an entire state. Experience
3 tells us that most calls are made within consumers' communities of interest which tend to
4 be geographically limited and thus usually within the MTA.

5 **Q. How would the RLECs' proposed contractual language treat interMTA traffic.**

6 Section 5.4 as proposed by the RLECs would do two things. First, it would require a
7 Wireless Carrier to pay access charges to an RLEC for (1) all wireless-originated
8 interMTA traffic, and (2) all landline-originated interMTA traffic. Second, it would
9 exonerate the RLEC from paying access charges to the wireless carrier for any interMTA
10 traffic.

11 Appendix A, as proposed by the RLECs, would assume that all compensable
12 interMTA traffic should be subject to intrastate access charges, and none to interstate
13 access charges.

14 **Q. Why is proposed section 5.4 objectionable?**

15 A. There is no basis that I am aware of in the Act to impose a unilateral obligation to pay
16 interMTA compensation only on the Wireless Carriers. Also, proposed section 5.4
17 would require Cingular and the other Wireless Carriers to pay both originating and
18 terminating access to the RLECs. If that language were adopted, the RLECs would
19 receive double access charges for all interMTA traffic, whether landline or wireless-
20 originated, handed off to an interexchange carrier – one from the long distance carrier,
21 and one from the Wireless Carrier. The RLECs should not receive compensation from a
22 Wireless Carrier if they are also receiving compensation from an interexchange carrier.
23 Also, the idea that an RLEC should receive originating access charges from a Wireless

1 Carrier for a landline-originated call is completely contrary to the “calling party’s
2 network pays” philosophy of the Act.

3 **Q. Do the Wireless Carriers object to the assumption in the proposed Appendix A
4 that all compensable interMTA traffic would be billed at the intrastate access rate?**

5 A. Yes. The RLECs have presented no evidence that all compensable interMTA traffic
6 occurs solely in Kentucky. Nearly all of Kentucky lies within one MTA, making it likely
7 that most interMTA traffic is interstate. However, since interMTA traffic cannot be
8 measured, parties generally reach agreement on how much interMTA traffic should be
9 billed out of the interstate tariff, and how much should be billed out of the intrastate
10 tariff. As a compromise, the Wireless Carriers propose that fifty percent be billed out of
11 each tariff.

12 **Q. What language do the Wireless Carriers propose to correct the problems
13 described above?**

14 A. The Wireless Carriers have proposed language in section 5.4 that would state: “To
15 the extent interMTA traffic is originated on either Party’s network and is delivered
16 pursuant to the terms of this Agreement to the other Party for termination, the Party on
17 whose network the interMTA traffic originated will provide compensation to the
18 terminating Party at the applicable rates set forth in Appendix B.2.”

19 **Q. What is the effect of the proposed language?**

20 A. This language recognizes that both Wireless Carriers and RLECs have responsibility
21 to pay intercarrier compensation for interMTA traffic. The language also makes clear
22 that the compensation obligation applies only to the termination of traffic, never to the
23 origination of such traffic.

1 **Q. The RLECs have proposed an interMTA factor of five percent. Can the**
2 **Wireless Carriers agree to this factor?**

3 A. No. This amount is too high compared to the general industry practice. Most of
4 Cingular's contracts contain lower interMTA factors – typically zero or one or two
5 percent. As a compromise, the Wireless Carriers would agree to an interMTA factor of
6 three percent.

7 **Q. How should the Commission rule on this issue?**

8 A. The Commission should accept the Wireless Carriers proposed revisions to section
9 5.4 and Appendix A. If that is done, the interconnection agreements would provide for
10 an interMTA factor of three percent (of total wireless-originated traffic) to be paid by the
11 wireless carriers to the RLECs, with 50 percent of that traffic to be billed at interstate
12 access rates, and 50 percent at intrastate rates.

13 **Q. Is there any precedent for such a result?**

14 A. Yes. Recently, several Wireless Carriers were involved in an arbitration with a
15 number of Tennessee RLECs. The Tennessee Regulatory Authority requested the parties
16 to make a post-hearing attempt to resolve this issue. The Wireless Carriers and RLECs
17 thereafter agreed upon an interMTA factor of three percent.

18 **Issue 19: Under what circumstances should a Party be permitted to block traffic or**
19 **terminate the Interconnection Agreement?**

20

21 **Q. Is this issue still in dispute?**

22 A. No. The RLECs have proposed compromise language in the issues matrix. The
23 Wireless Carriers accept that compromise language.

24 **Issue 25: Should the Interconnection Agreement require the Parties to maintain**
25 **specific insurance not required by law?**

26

1 **Q. Is Issue 25 still in dispute?**

2 A. No. The Wireless Carriers are willing to accept the RLECs' proposed language in
3 section 7.8.

4 **Q. Does this conclude your testimony?**

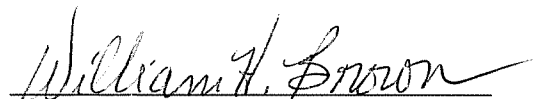
5 A. Yes.

AFFIDAVIT

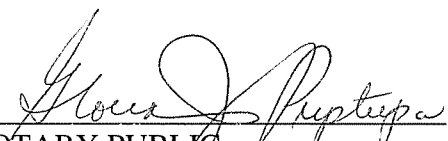
STATE OF Georgia
COUNTY OF Cobb

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared William H. Brown, who being by me first duly sworn deposed and said that:

He is appearing as a witness on behalf of Cingular Wireless and other Wireless Carriers before the Kentucky Public Service Commission in Case Nos. 2006-00215, 2006-00217, 2006-00218, 2006-00220, 2006-00252, 2006-00255, 2006-00288, 2006-00292, 2006-00294, 2006-00296, 2006-00298, and 2006-00300, and if present before the Commission and duly sworn, his Testimony would be the same as set forth in the annexed testimony.


William H. Brown

SWORN TO AND SUBSCRIBED BEFORE
ME THIS 28th DAY OF September, 2006.


NOTARY PUBLIC

Commission Expires 5/25/2007



BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300
guyhicks@bellsouth.com

September 20, 2004

Guy M. Hicks
General Counsel
615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Mr. Aster Adams
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition of Cellco Partnership d/b/a Verizon Wireless for Arbitration Under
the Telecommunications Act of 1996*
Consolidated Docket No. 03-00585

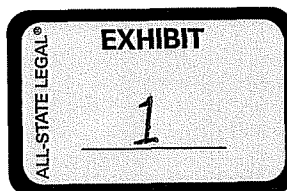
Dear Mr. Adams:

Enclosed is BellSouth's response to your data request of August 30, 2004.
Copies of the enclosed are being provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch



REQUEST: Do BellSouth Tennessee tandems currently send the necessary information either in the SS7 data stream or in the call record, to small rural independents subtending those tandems, which can be used to facilitate the independent's ability to identify and bill back the company originating the traffic? If so, please describe in detail what specific data is contained in this information.

RESPONSE: Yes. BellSouth provides ICOs EMI 11-01-01 records, which are recorded in the BellSouth tandem. The format and content of these records are defined by the Alliance for Telecommunications Industry Solutions ("ATIS"), an industry standards body. Among other activities, ATIS manages standardization activities for wireless and wireline networks, including interconnection standards, number portability, toll-free access, telecom fraud, and order and billing issues. ATIS is accredited by the American National Standards Institute ("ANSI").

Exhibit No. 1 shows the format and data content of an EMI 11-01-01 record. This format came from the ATIS July 2004 update of the Exchange Message Interface Guidelines, Issue 21, Revision 2, page 3-297. Exhibit No. 2 shows actual 11-01-01 records for calls from customers of three ICOs to Cingular, and calls from Cingular customers to customers of three ICOs. A column on page 4 of this Exhibit has been shaded to show the originating operating company identification (orig ocn).

In addition to the EMI 11-01-01 information provided to the ICOs, BellSouth provides Signaling System 7 ("SS7") signaling to ICOs. BellSouth follows industry standards for SS7, and its signaling and other traffic information contain all of the industry standard information to the extent such information is provided in the call stream from the originating carrier. Such signaling and traffic information, which is provided in real time for call set-up purposes, is not typically used by companies for the purpose of generating billing. Nonetheless, such information could be used by the ICO for comparison with the EMI 11-01-01 records that it receives from BellSouth. BellSouth does not use such signaling data in this fashion and believes the process may be time consuming. However, it is correct that such information could be useful in comparison and verification of the accuracy of the EMI 11-01-01 records.

REQUEST: How is this information sent:

- a. In the call detail over the feature group C trunks; or
- b. Through the SS7 signaling?

RESPONSE: The EMI 11-01-01 records are not sent via "feature group C trunks", or through the SS7 signaling. Rather, EMI 11-01-01 records are sent by BellSouth to the ICOs electronically, either on a weekly or daily schedule. These records are not part of the "real time" signaling accompanying the call.

The SS7 signaling data is part of the real-time call set-up process. As discussed in the response to Item No. 1, SS7 data is not typically used for the purpose of generating billing. While SS7 data could be useful for verifying the accuracy of the EMI 11-01-01 records, SS7 data may not supply all of the information needed for accurate billing.

With regard to Feature Group C trunks, this question presumes that the connection between BellSouth and the ICOs can be accurately described as a "feature group C trunk". BellSouth disagrees with this description because Feature Group C trunks are technically defined to work with non-equal access end offices, which is not the case here. Rather, the important point is that the interconnection trunks currently connecting BellSouth's tandems with ICO switches are the same type of trunks that connect BellSouth's network to CLECs and to CMRS providers. Further, billing information for calls routed over these interconnection trunks is provided in the EMI 11-01-01 record. BellSouth is unaware of any trunk group type with signaling that provides the same billing information as the industry standard EMI 11-01-01 record.

REQUEST: Is it necessary for BellSouth to upgrade its tandem trunking, used to pass traffic to Tennessee small rural independents subtending those tandems, to feature group D or to upgrade its switch software in order to send a record type to the independent that contains the originating carrier ID in the terminating record?

RESPONSE: No. As discussed in the response to Item 2, billing information is provided in the EMI 11-01-01 record as defined by ATIS, the industry standards group. Further, BellSouth is unaware of any trunk group type or switch upgrade feature that can provide the same information as contained in the standard EMI 11-01-01 record.

CARRIER ACCESS USAGE
NORTH AMERICAN ORIGINATED AND TERMINATED
(BSA / FEATURE GROUP C) - MESSAGE TELEPHONE SERVICE

11 Category				01 Group				01 Record Type																						
Field Description				Field Description				Field Description																						
Pos			Char.	Pos			Char.	Pos			Char.																			
1	Category		X	66	Method Of Recording		9	135	Reserved for Local Company Use		9																			
2	Group			67	Reserved		9	136	Reserved		9																			
3	Record Type			68	From RAO		X	137	NECA Company Code		X																			
4	Year			69	Local Company Information		9	138	BSA / Feature Group D Call Event Status		9																			
5	Month			70	Conf. Bill Format		9	139	Reserved		9																			
6	Day			71	Conference Log Number		9	140	BSA / Feature Group ID Code		X																			
7	From Number Length		9	72	Type of Access Service		9	141	Library Code		X																			
8	NPA		9	73	Message Type		9	142	Settlement Code		X																			
9	NXX			74	Method Of Signaling		9	143	Min Conversation Time		9																			
10	From Number			75	Indicators		9	144				Originating LRN		9																
11	From Base Station Number			76			Operator Unit								9	145	Originating OCN		X											
12	Line Number			77											Recording Point Identification (RMA)					9	146	Originating LRN Source Indicator		9						
13	Overflow Digits			78																Serial Number					9	147	Terminating LRN		9	
14	To Number Length		79	CABS Billing RAO																					X	148				Terminating OCN
15	NPA		80						Indicators		9														149	Terminating LRN Source Indicator				
16	NXX		81			BSA / Feature Group A Access Number					9	150	Reserved												9					
17	To Number		82					Reserved for Local Company Use			9	151																		
18	To Base Station Number		83												9	152														
19	Line Number		84																	9	153									
20	Originating / Terminating ID		85																	9	154									
21	BSA / Feature Group D Trunk Group Number		86																	9	155									
22	Reserved		87										9	156																
23	Carrier Identification		88										9	157																
24	Carrier Access Method		89											9								158								
25	Routing Method		90													9						159								
26	Dialing Method		91													9						160								
27	ANI		92													9						161								
28	NCTA		93													9				162										
29	Hr		94													9	163													
30	Min		95													9	164													
31	Sec		96													9	165													
32	Min		97													9	166													
33	Sec		98													9	167													
34	Min		99													9	168													
35	Sec		100													9	169													
36	1/10		101													9	170													
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147			212													9	281													

Originating Company		EMI 11-01-01 RECORD														Terminating Company	
record id	date	from num length	from number	overflow	to num length	to number	orig term ind	trunk group num	reserved	cic code	cxr access method	routing	dialing	ani			
110101	040908	10	9312890000	000	10	9319805009	2	0534	0	0000	5	1	8	2			
110101	040909	10	7317420000	000	10	7312175351	2	1377	0	0000	0	1	8	3			
110101	040909	10	7316960000	000	10	7312177199	2	1158	0	0000	0	1	8	3			
110101	040907	10	9015528950	000	10	731662003	2	0456	0	0000	0	1	0	0			
110101	040907	10	9015528950	000	10	7312432121	2	0456	0	0000	0	1	0	0			
110101	040907	10	9015179998	000	10	7316624108	2	0591	0	0000	0	1	0	0			

Originating Company		Terminating Company		EMI 1101-01 RECORD																			
billable min	connect time	area	billable sec and tenths	method of record	return code	from ra0	local co info	type of acc	reserved 1	signaling	ind1	ind2	ind3	ind4	ind5	ind6	ind7	ind8	ind9	ind10	ind11	ind12	
1	225951	0	238 02 00	047 000 00 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
2	095101	0	50 02 00	047 000 00 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
0	211938	0	52 02 00	047 000 00 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
0	195040	0	134 02 00	047 000 03 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	8	0
1	091651	0	50 02 00	047 000 03 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	8	0
7	173132	0	23 02 00	047 000 03 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	8	0

		1-01 RECORD										EMI 11-0		
Originating Company	Terminating Company	fga num	reserved2	neca co code	call event status	reserved3	fg	library code	settlement code	conversation time	orig lrn	orig acn	org lrn source ind	term lrn
[REDACTED]	Cingular Wireless	0000000000	00000	0000	00	00	D	G3	Z	0000000	0000000000	0576	0	6157209950
[REDACTED]	Cingular Wireless	0000000000	00000	0000	00	00	D	G3	Z	0000000	0000000000	0589	0	0000000000
[REDACTED]	Cingular Wireless	0000000000	00000	0000	00	00	D	G3	Z	0000000	0000000000	0801	0	0000000000
Cingular Wireless	[REDACTED]	0000000000	00000	0000	00	00	D	G3	Z	0000000	0000000000	6219	9	0000000000
Cingular Wireless	[REDACTED]	0000000000	00000	0000	00	00	D	G3	Z	0000000	0000000000	6219	9	0000000000
Cingular Wireless	[REDACTED]	0000000000	00000	0000	00	00	D	G3	Z	0000000	0000000000	6219	9	0000000000

01-01 RECORD		term ocn	term ln source ind	send to ocn	reserved fill
Originating Company	Terminating Company	0000 1	6219	000000000000000000000000	000000000000000000000000
[REDACTED]	Cingular Wireless	0000 0	6219	000000000000000000000000	000000000000000000000000
[REDACTED]	Cingular Wireless	0000 0	6219	000000000000000000000000	000000000000000000000000
[REDACTED]	Cingular Wireless	0000 9	0561	000000000000000000000000	000000000000000000000000
Cingular Wireless	[REDACTED]	0000 9	0576	000000000000000000000000	000000000000000000000000
Cingular Wireless	[REDACTED]	0000 9	0583	000000000000000000000000	000000000000000000000000

CERTIFICATE OF SERVICE

I hereby certify that on September 20, 2004, a copy of the foregoing document was served on the parties of record, via the method indicated:

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