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*Via Hand Delivery*

August 7, 2006

Ms. Beth A. O'Donnell  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

RECEIVED

AUG 07 2006

PUBLIC SERVICE  
COMMISSION

Re: *Petition Of Ballard Rural Telephone 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, Case No. 2006-00215*

*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 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. 2006-00217*

*Petition of Logan Telephone Cooperative 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, Case No. 2006-00218*

*Petition of West Kentucky Rural Telephone 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, Case No. 2006-00220*

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Dear Ms. O'Donnell:

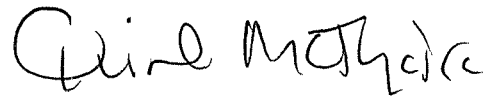
Enclosed herewith please find for filing with the Commission an original and ten (10) copies of CMRS Providers' Joint Motion To Consolidate Arbitration Petitions in the above styled matter.

I spoke to Amy Dougherty who indicated it would acceptable to file an original and ten copies for filing in the four cases.

Ms. Beth A. O'Donnell  
August 7, 2006  
Page 2

Please do not hesitate to contact the undersigned should you have any questions concerning this filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Holland N. McTyeire, V". The signature is written in a cursive, somewhat stylized font.

Holland N. McTyeire, V

HNM/jh  
Enclosures

cc: Amy E. Dougherty, Esq.  
Leon M. Bloomfield, Esq.

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COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

AUG 07 2006

PUBLIC SERVICE  
COMMISSION

Petition of Ballard Rural Telephone 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	)	Case No. 2006-00215
	)	
	)	
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 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. 2006-00217
	)	
	)	
Petition of Logan Telephone Cooperative 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	)	Case No. 2006-00218
	)	
	)	
Petition of West Kentucky Rural Telephone 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	)	Case No. 2006-00220
	)	

**CONSOLIDATED RESPONSE OF CMRS PROVIDERS TO MOTIONS TO  
APPROVE INTERCONNECTION AGREEMENTS**

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Alltel Communications, Inc. (“Alltel”); American Cellular Corporation (“ACC”); New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC, BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless (“Cingular”); Sprint Spectrum L.P., on behalf of itself and SprintCom, Inc., d/b/a Sprint PCS (“Sprint PCS”); T-Mobile USA, Inc., Powertel/Memphis, Inc., and T-Mobile Central LLC (“T-Mobile”); and Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated, and Kentucky RSA No. 1 Partnership (“Verizon Wireless”) (collectively referred to as the “CMRS Providers”), hereby file their joint response to the Motions to Approve Interconnection Agreements (the “Motions”) filed by Ballard Rural Telephone Cooperative Corporation, Inc. (“Ballard”), Duo County Telephone Cooperative Corporation, Inc. (“Duo County”), West Kentucky Rural Telephone Cooperative Corporation, Inc. (“West Kentucky”) and Logan Telephone Cooperative, Inc. (“Logan”) (collectively referred to as “RLECs”).<sup>1</sup>

**I. Introduction**

The RLECs’ latest attempt to impose the terms of their template interconnection agreement on the CMRS Providers must be rejected. The Act explicitly provides that the Commission “shall resolve each issue set forth in the petition and the response, if any . . .” The Consolidated Response to the Arbitration Petitions recently filed by the CMRS Providers sets forth 28 such issues for resolution in this proceeding.

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<sup>1</sup> To conserve both the Commission’s and the parties’ resources, the CMRS Providers submit this Consolidated Response to all the Motions filed by various RLECs in various consolidated proceedings. To address any unique facts associated with a particular CMRS Provider’s attempts to negotiate with the RLECs, the CMRS Providers have attached company-specific affidavits. Cingular is not party to the Logan Arbitration Petitions (Case No. 2006-00218) and so is not responding to the Motions in that case. ACC is not a party to the Duo County Arbitration Petitions (Case No. 2006-00217) and so is not responding to the Motions in that case.

Moreover, the allegations in the Motions (unsupported by affidavit or any other evidentiary material) regarding the CMRS Providers' alleged unwillingness to negotiate with the RLECs are completely without merit. To the contrary, each CMRS Provider attempted to negotiate in good faith with the RLECs; however, all such efforts were – and continue to be – fruitless. The RLECs have refused to discuss or consider any language other than that contained in their initially proposed interconnection agreement. In addition, the Motions fail to mention that the CMRS Providers submitted a joint CMRS template to Mr. John Selent, counsel for the RLECs, in February 2006. The Motions also fail to mention that the RLECs refused to respond to that template or to the other efforts by the CMRS Providers to negotiate in good faith.

Finally, regardless of the RLECs' (unsubstantiated) view of the CMRS Providers' attempts to negotiate an interconnection agreement, the RLECs have no right to seek summary approval of the terms of their template agreement. Neither the Act nor good public policy sanctions such a result.

The Motions are simply an attempt to impose RLEC positions on the CMRS Providers without a hearing or the filing of a cost study, as required by the Act and this Commission. The Motions (filed almost two months after the Arbitration Petitions and two days after the entry of the procedural schedule in the consolidated cases) are frivolous and, to the extent the Commission is inclined even to consider them on the merits, they should be denied.<sup>2</sup>

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<sup>2</sup> It is unclear if these Motions are even properly before the Commission in light of the Procedural Schedule for the consolidated proceedings. There is no provision for such motions in that schedule, and the CMRS Providers are unaware of any attempt by any RLEC to seek leave of the Commission to file the Motions. The Motions expend valuable resources at a time when all efforts should be focused on addressing the merits of the consolidated proceedings. It is also noteworthy that the RLECs have now filed Motions for Reconsideration of the Commission's Order consolidating certain cases and establishing a procedural schedule as well as Petitions for Suspension of, or Modification to, any Requirement to Conduct TELRIC Studies. These Motions and Petitions will also delay the proceedings and divert resources from the task at hand – the establishment of interconnection agreements between the CMRS Providers and the RLECs.

## II. Background

Effective January 1, 2006, the CMRS Providers sent requests for interconnection negotiations to the RLECs. In January and February of 2006, Mr. Selent mailed a proposed interconnection agreement to each CMRS Provider (the “RLEC Template”).

On February 24, 2006, the CMRS Providers collectively responded in writing to the RLEC Template.<sup>3</sup> The CMRS Providers noted that the issues faced by the parties were generally common, and that collective negotiations might be effective and productive. Thus, the CMRS Providers invited Mr. Selent’s RLEC clients to participate in joint negotiations (with a reservation of rights for any party to withdraw or conduct separate negotiations at any time).

In addition, the CMRS response provided the RLECS with an electronic copy of an interconnection agreement proposed by the CMRS Providers (the “CMRS Template”). The CMRS Template (and the accompanying letter) made it clear that the CMRS Providers would not simply accept the RLEC Template, and that there were many issues warranting further discussion and negotiations. The RLECs, however, did not respond to the invitation to engage in the proposed consolidated negotiations and did not acknowledge or respond to the CMRS Template.

After the CMRS Providers’ efforts to collectively negotiate failed, each CMRS Provider continued its attempts to conduct separate negotiations. While each situation differs as reflected in the attached affidavits, these negotiations generally included e-mails, phone calls, the exchange of other template agreements, requests for extensions and the exchange (by the CMRS Providers) of redlined agreements. These efforts were thwarted by the RLECs’ unwillingness to change any aspect of the RLEC Template.

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<sup>3</sup> The CMRS response was a letter from ACC’s counsel, Mr. Leon Bloomfield. A copy of that February 24, 2006 letter is attached hereto as Exhibit A.

For example, and as reflected in the attached Cingular Wireless affidavit, Cingular requested that Mr. Selent forward an electronic copy of the proposed RLEC agreement. Mr. Selent did so. Cingular redlined the proposed agreement, sent it back to Mr. Selent and requested dates when Mr. Selent and his clients were available to negotiate. The next communication from Mr. Selent's office was an arbitration petition.<sup>4</sup> The experience of every other CMRS Provider was essentially the same.<sup>5</sup>

Moreover, the RLECs' unwillingness to negotiate continues. After the filing of arbitration petitions, Counsel for Cingular attempted to contact Mr. Selent by both voice-message and e-mail to schedule negotiating sessions. Mr. Selent did not respond to either the voice-message or the e-mail. Instead, he filed the subject Motions.<sup>6</sup>

### **III. Analysis**

47 U.S.C. section 252(b)(4)(C) provides that a state commission "shall resolve each issue set forth in the petition and the response, if any . . ." Contrary to the Motions, a state commission ruling on an arbitration petition has no discretion to approve a proposed interconnection agreement without first deciding all issues raised in the arbitration. *MCI Telecomms. Corp. v. Bell Atlantic-Penn. Serv.*, 271 F.3d 491 (3rd Cir. 2001) ("The state utility commission must resolve all the issues raised in the arbitration and may impose appropriate conditions on the parties in order to resolve those issues. 47 U.S.C. § 252(b)(4)(C)."). In the consolidated cases, the CMRS Providers have raised twenty-eight (28) issues. 47 U.S.C. section 252(b)(4)(C) requires the Commission to rule on each issue.

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<sup>4</sup> See Affidavit of William H. Brown attached hereto as Exhibit B.

<sup>5</sup> See the Affidavits of representatives of Verizon Wireless, Sprint PCS, Alltel, T-Mobile, ACC and Cingular also attached as Exhibit B.

<sup>6</sup> On May 30, 2006, the CMRS Providers requested that the Commission initiate mediation pursuant to 47 U.S.C. § 252(a)(2). A copy of that request is attached hereto as Exhibit C. The CMRS Providers requested mediation to stimulate negotiations. The RLECs objected to mediation.

Moreover, as the Commission is aware, federal law does not provide state commissions with the authority to summarily approve an RLEC Template (anymore than a state commission can summarily approve a CMRS Template), to deny the parties the right to an arbitration hearing or to otherwise avoid deciding issues properly identified in an Arbitration Petition and the Response.

The case relied upon by the RLECs, *In the Matter of: Petition of Brandenburg Telecom, LLC for Arbitration of Certain Terms and Conditions of Proposed Agreement with Verizon South Inc. Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996*, Case No. 2001-224 (“*Brandenburg*”), clearly does not apply to the instant proceedings. In *Brandenburg*, this Commission held an arbitration hearing and ruled on the disputed issues. Subsequent to the hearing, the Commission ordered the parties to submit a conforming agreement. The parties apparently were unable to agree on a joint conforming agreement. *Brandenburg* then filed its version of a conforming agreement; Verizon (the other party) apparently failed to do so. In that case, the Commission provided Verizon with another opportunity to file its version of a conforming agreement and held that in the absence of such a filing, it would simply adopt *Brandenburg’s* version which it had already determined “fully complies with the Commission’s Orders and applicable law. . . .”<sup>7</sup>

In the present consolidated cases, however, the RLECs would have the Commission *skip the arbitration* and approve the RLECs’ proposed interconnection agreement without any hearing or ruling on the issues. In effect, the RLECs are seeking

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<sup>7</sup> Such a procedure is specifically allowed by 47 U.S.C. § 252(e)(1):

Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.

Federal law does not require that a post-arbitration agreement be submitted jointly. One party alone may submit a conformed agreement, and the Commission has the authority to approve it.



the equivalent of a default judgment against the CMRS Providers. The Act, however, does not allow the entry of default judgments. Section 252(e)(1) allows the Commission to approve an agreement “adopted by negotiation or arbitration.” The parties have been unable to reach agreement through negotiation, and arbitration has not yet occurred. Now it appears that the RLECs are attempting to avoid arbitration altogether.

The RLECs contend that approval of their proposed agreement (the product of neither negotiation or arbitration) is warranted because the CMRS Providers have allegedly failed to negotiate in good faith, thus violating 47 U.S.C § 251(c)(1). Nothing could be further from the truth.

As noted above and as confirmed in the attached affidavits, the CMRS Providers have made numerous attempts – both collectively and individually – to negotiate in good faith with the RLECs. However, those attempts have been met with a complete lack of response from the RLECs, other than an insistence that the RLEC Template be agreed to without change. Most striking is the RLECs’ failure to acknowledge, either in the Motions or the Arbitration Petitions, the receipt of the CMRS Template in February 2006 and the RLECs’ subsequent refusal to discuss the issues raised by the CMRS Providers both individually and collectively. Instead, the RLECs attempt to paint an inaccurate, incomplete and self-serving picture of the negotiations to date.<sup>8</sup>

In short, the relief sought by the RLECs is not supported either legally or factually and should be denied.<sup>9</sup>

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<sup>8</sup> The CMRS Providers cannot imagine a legitimate reason for the RLECs’ failure to discuss, or even acknowledge, the CMRS Template and the various efforts by the CMRS Providers to negotiate. Instead, the RLECs seem intent on trying to achieve their goals in complete disregard for the substantive and procedural mechanisms set forth in the Act. Such actions should not be condoned by the Commission.

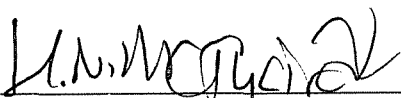
<sup>9</sup> Even in the face of the current procedural schedule, the CMRS Providers remain open to Commission sponsored mediation of the issues raised in these consolidated proceedings.

#### **IV. Conclusion**

The Motions are a transparent attempt to impose the terms of the RLEC Template on the CMRS Providers, avoid preparing the TELRIC cost studies required by this Commission's order and sidestep the arbitration process provided for by both the Act and this Commission. As noted above, the issues to be decided in this proceeding have been appropriately raised by the CMRS Providers, who have otherwise acted in good faith at every step of the negotiations.

The CMRS Providers therefore request that the Motions be denied expeditiously, and that the procedural schedule in this matter be enforced as ordered.

Dated: August 7, 2006

By:   
Holland N. McTyeike, V

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Dated: August 7, 2006

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BELLSOUTH PERSONAL  
COMMUNICATIONS LLC AND  
CINCINNATI SMSA LIMITED  
PARTNERSHIP D/B/A CINGULAR  
WIRELESS

Dated: August 7, 2006

By: /s/ Douglas F. Brent \_\_\_\_\_

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Douglas F. Brent

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AND CELLCO PARTNERSHIP D/B/A  
VERIZON WIRELESS, GTE WIRELESS OF  
THE MIDWEST INCORPORATED, AND  
KENTUCKY RSA NO. 1 PARTNERSHIP  
(VERIZON WIRELESS")

Dated: August 7, 2006

By: /s/ John N. Hughes

\_\_\_\_\_  
John N. Hughes

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ATTORNEYS FOR SPRINT SPECTRUM  
L.P., ON BEHALF OF ITSELF AND  
SPRINTCOM, INC. D/B/A SPRINT PCS

Dated: August 7, 2006

By: /s/ Mark Overstreet

Mark Overstreet

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ATTORNEYS FOR ALLTEL  
COMMUNICATIONS, INC.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the Consolidated Response Of CMRS Providers To Motions To Approve Interconnection Agreements was on this 7<sup>th</sup> day of August, 2006 served via United States mail, postage prepaid to the following:

John E. Selent  
Holly C. Wallace  
Edward T. Depp

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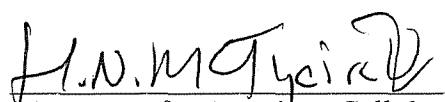
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\_\_\_\_\_  
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February 24, 2006

17605-9.204.1

**VIA EMAIL & U.S. MAIL**

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John Selent  
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Louisville, KY 40202

Kentucky Rural ILECs  
(See distribution list below)

Re: Collective CMRS – Kentucky Rural ILEC Interconnection Negotiations

Dear Kentucky Rural ILECs, Ms. Lowrance, Ms. Bodamer and Mr. Selent:

This letter is being sent on behalf of the Kentucky CMRS Providers (“CMRS Providers”)<sup>1</sup> to Ms. Lowrance, Ms. Bodamer, Mr. Selent, and each Kentucky Rural ILEC (“the RLECs”)<sup>2</sup> that was a signatory to the Agreement entered into between BellSouth Telecommunications, Inc., the CMRS Providers and the RLECs in Kentucky Public Service

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<sup>1</sup> For purposes of this letter, the Kentucky CMRS Providers include: American Cellular Corporation f/k/a ACC Kentucky License LLC (“ACC”), New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC and BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless (“Cingular”), 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 (collectively “Verizon Wireless”), Sprint Spectrum L.P., on behalf of itself and SprintCom, Inc., d/b/a Sprint PCS (“Sprint PCS”), and T-Mobile USA, Inc. (“T-Mobile”).

<sup>2</sup> The Kentucky Rural ILEC signatories to the Agreement include: AllTel Kentucky, Inc., Ballard Rural Telephone Cooperative Corp., Inc., Brandenburg Telephone Company, Inc., Duo County Telephone Cooperative Corporation, Inc., Foothills Rural Telephone Cooperative Corporation, Inc., Coalfields Telephone Company, Inc., Highland Telephone Cooperative, Inc., Lewisport Telephone Company, Leslie County Telephone Company, Logan Telephone Cooperative, Inc., Mountain Rural Telephone Cooperative, Inc., North Central Telephone Cooperative, Inc., Peoples Rural Telephone Cooperative, Salem Telephone Company, South Central Rural Telephone Cooperative Corporation, Inc., Thacker-Grigsby Telephone Company, Inc., and West Kentucky Rural Telephone Cooperative, Inc. Per our understanding of Mr. Selent’s response to the BFRs, this letter is being sent only to him and not to his clients.



Kentucky Rural ILECs

Linda Lowrance

Eileen Bodamer

John Selent

February 24, 2006

Page 3 of 3

Dave Crawford, Highland Telephone Cooperative, Inc.

Shayne Ison, Mountain Rural Telephone Cooperative, Inc.

Johnny McClanahan, North Central Telephone Cooperative, Inc.

Keith Gabbard, Peoples Rural Telephone Cooperative

Donnie Bennett, South Central Rural Telephone Cooperative Corporation, Inc.

Robert C. Thacker, Thacker-Grigsby Telephone Company, Inc. (U.S. Mail only)

cc:

Michael Van Eckhardt, Mark Ashby, Bill Brown, Cingular (via email only)

Shelley Jones, Bill Atkinson, Joe Chiarelli, Sprint PCS (via email only)

Leon Bloomfield, Esq., ACC and T-Mobile (via email only)

Dan Williams, Michele Thomas, Greg Tedesco, T-Mobile (via email only)

Elaine Critides, Marc Sterling, Verizon Wireless (via email only)



**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

Petition of Ballard Rural Telephone	)	
Cooperative Corporation, Inc. for Arbitration of	)	
Certain Terms and Conditions of Proposed	)	
Interconnection Agreement with	)	Case No. 2006-00215
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	)	

In the Matter of:

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	)	Case No. 2006-00217
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	)	

In the Matter of:

Petition of West Kentucky Rural Telephone	)	
Cooperative Corporation, Inc. for Arbitration of	)	
Certain Terms and Conditions of Proposed	)	
Interconnection Agreement with	)	Case No. 2006-00220
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	)	

AFFIDAVIT OF WILLIAM H. BROWN

BEFORE ME, the undersigned authority, on this 4 day of August, 2006, personally appeared William H. Brown, who being by me duly sworn on oath deposed and said:

1. My name is William H. Brown. My position with New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC, BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless (“Cingular”) is Senior Interconnection Manager. In this position, I participated in the negotiations between Cingular and Ballard Rural Telephone Cooperative Corporation, Inc. (“Ballard”), Duo County Telephone Cooperative Corporation, Inc. (“Duo County”) and West Kentucky Rural Telephone Cooperative Corporation, Inc. (“West Kentucky”). I am familiar with those negotiations and make this affidavit upon personal knowledge.

2. In December of 2005, Cingular sent a Bona Fide Request for Negotiation (“BFR”) to Ballard, Duo County and West Kentucky.

3. In response, Mr. John Selent, counsel for the above-named carriers, forwarded by mail a copy of a proposed interconnection agreement.

4. On February 24, 2006, Cingular, along with several other wireless carriers, collectively responded to Mr. Selent by a letter signed by Mr. Leon Bloomfield.

5. The Bloomfield letter attached a copy of an alternative interconnection agreement that the wireless carriers were proposing for review by Mr. Selent’s clients

6. This alternative agreement was forwarded because Cingular, and the other CMRS Providers, found unacceptable several provisions of the template forwarded by Mr. Selent on behalf of Ballard, Duo County, West Kentucky and other rural Kentucky telephone companies.

7. The Bloomfield letter also suggested that all of the wireless carriers negotiate collectively with all of the rural Kentucky telephone companies represented by Mr. Selent.

8. Ballard, Duo County and West Kentucky thereafter notified Cingular that they would not participate in collective negotiations.

9. In May of 2006, Cingular asked Mr. Selent to forward electronic copies of the proposed contract – in preparation for conducting separate negotiations with each of Mr. Selent’s clients.

10. On May 19, 2006, Mr. Selent forwarded electronic copies of the proposed interconnection agreement for Ballard, Duo County and West Kentucky.

11. Mr. Selent’s forwarding e-mail asked for proposed dates when Cingular would be available for negotiation. His e-mail also stated: “We look forward to working with you.”

12. On that same day, May 19, 2006, Cingular responded by e-mail, indicating that it would red-line the proposed agreement and return it to Mr. Selent in advance of the first negotiating call.

13. Mr. Selent had previously informed Cingular that a single template contract could be used as the basis for negotiations with each of his clients.

14. On May 25, 2006, Cingular sent an e-mail to Mr. Selent, attaching a red-lined version of the original contract proposed by Ballard, Duo County and West Kentucky.

15. That May 25th e-mail asked Mr. Selent to review the red-line and “let us know a few dates and times next week when you are available to discuss it.”

16. The next contract Cingular had with Mr. Selent or his clients was on June 5, 2006, when Tip Depp, from Mr. Selent’s law office, responded by e-mail, attaching copies of arbitration petitions that Ballard, Duo County and West Kentucky had filed against Cingular.

17. At no time has Cingular failed to negotiate with Mr. Selent or his clients.

18. I represent Cingular in negotiations in states east of the Mississippi River (and in a



few states west of the Mississippi), and the negotiations with Mr. Selent and his clients were neither unusual nor remarkable.

19. In negotiations throughout the country that I have participated in, red-lined versions of contracts are generally exchanged by e-mail.

20. In negotiations throughout the country that I have participated in, it is not unusual for two, three or even more weeks to pass between the exchange of a red-lined contract and the next negotiation session (which is almost always held by telephone).

21. Schedules are busy, and it is very common for several weeks to pass before a date can be found that fits the schedule of every participant in the negotiations.

22. I have represented Cingular and its predecessors in interconnection negotiations for 24 years.

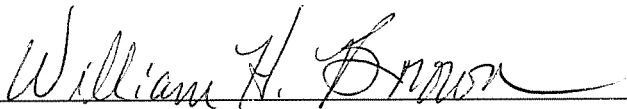
23. This is the first time that Cingular has been accused of negotiating in bad faith.

24. Cingular did not negotiate in bad faith or otherwise hinder or delay the negotiations.

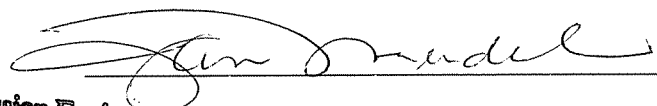
25. Cingular, however, was not going to agree to the original interconnection agreement proposed by Mr. Selent and his clients. That document contained many provisions that Cingular found unacceptable.

26. I had anticipated serious negotiations that would not be quickly or easily concluded.

Further Affiant sayeth not.

  
\_\_\_\_\_  
William H. Brown

Sworn to and subscribed to before me this 4 day of August, 2006, to certify which witness my hand and seal.

  
\_\_\_\_\_  
My Commission Expires: on July 28, 2008.



**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

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Petition of Ballard Rural Telephone 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	)	
	)	
	)	Case No. 2006-00215
	)	
	)	
	)	
	)	
Petition of Logan Telephone Cooperative 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	)	
	)	
	)	Case No. 2006-00218
	)	
	)	
	)	
	)	
Petition of West Kentucky Rural Telephone 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	)	
	)	
	)	Case No. 2006-0020
	)	
	)	

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**AFFIDAVIT OF LEON M. BLOOMFIELD**

I, Leon M. Bloomfield, state as follows:

1. I am a partner in the law firm of Wilson & Bloomfield LLP located at 1901 Harrison St., Suite 1620, Oakland, CA 94612 and am outside counsel for American Cellular Corporation (“ACC”). As outside counsel for ACC, I negotiate interconnection agreements under the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”) with, among other types of carriers, rural local exchange carriers.
  
2. I have personally participated in the interconnection negotiations conducted to date between myself on behalf of ACC and John Selent, Esq., Edward Depp, Esq. and Holly C. Wallace, Esq., on behalf of Ballard Rural Telephone Cooperative Corporation, Inc. (“Ballard”),

Logan Telephone Cooperative, Inc. (“Logan”), and West Kentucky Rural Telephone Cooperative Corporation, Inc. (“West Kentucky”) (collectively “Petitioners”).

3. I am familiar with the Petitioners’ respective arbitration Petition (“Petitions”) against ACC and the Motions to Approve Interconnection Agreements (“Motions”) filed on or about July 27, 2006 before the Kentucky Public Service Commission. This Affidavit is filed in support of the Consolidated Response to the various Petitioner’s Motions to Approve Interconnection Agreement in the above-referenced consolidated proceedings.

4. On December 29, 2005, I sent a written Request for Interconnection Negotiations to each Petitioner directly. The effective date of each request was January 1, 2006.

5. In response to my December 29<sup>th</sup> requests, between January 26 and January 27, 2006, Mr. Selent responded to me by separate letter on behalf of each Petitioner, and tendered a hard copy of what appeared to be the same proposed interconnection agreement template for each Petitioner (the “Selent Template”). The only difference between the Selent Templates seemed to be the name of the Petitioner.

6. The Selent Templates did not contain any proposed traffic factors or any proposed rates for reciprocal compensation.

7. On February 24, 2006, on behalf of ACC and the CMRS Providers (which expressly included at that time ACC, Cingular, Sprint, T-Mobile and Verizon Wireless), I responded to Mr. Selent in writing (electronically and by U.S. mail). In that letter, a copy of which is attached to the CMRS Provider’s Consolidated Response to the Motions *but was not attached* to either the Petitioner’s arbitration petitions or to their respective motions, the CMRS Providers invited the Petitioners (and all of the other Kentucky rural exchange carriers) to participate in joint negotiations. In particular, the letter stated:

Given the nature of the anticipated issues in these negotiations and the sheer number of carriers involved, the CMRS Providers believe that consolidated negotiations would be beneficial to all interested parties and ultimately enable resolution of any issues in the most efficient and cost effective manner.

8. In the February 24, 2006 email, I also provided an electronic copy of a proposed Interconnection Agreement (the “CMRS Template”) to Mr. Selent for his and his respective clients’ review, comment and consideration.

9. I did not receive any response from Selent regarding the letter or the CMRS Template.

10. Between March 14 and March 17, 2006, without responding in any way to the February 24, 2006 letter or the CMRS Template, or otherwise engaging in any negotiations whatsoever, Mr. Selent, by separate letter sent on behalf of each Petitioner, re-tendered the Selent Template to me with unilaterally selected traffic distribution percentages and rates inserted into the documents.

11. On March 20, 2006, I contacted Mr. Selent by e-mail to request soft copies of the Selent Template so that it would be possible to provide redline comments on the Selent Template. In that email, I specifically advised him that “[t]he current draft you forwarded raises significant issues for my client including but not limited to rates, factors, method of interconnection and facilities cost sharing.” In addition, I noted that while he was of course free to continue to send me hard copies of his clients’ template agreements, “it seems somewhat inefficient given the clear differences in our clients’ respective position on some of these key issues.”

12. In addition, in that same March 20, 2006 email, I invited Mr. Selent to share his comments on the CRMS Template I had sent to him in February.

13. On or about March 22, 2006, Tip Depp and Holly Wallace from Mr. Selent's office emailed me electronic copies of the Selent Template with respect to Ballard, Logan and West Kentucky. There was no response to my request for comments on the CMRS Template and no response to my identification of some of the key differences between our clients' respective positions.

14. On or about May 15 and 16, 2006, Mr. Selent sent me letters on behalf of Ballard and Logan regarding the status of our review of the Selent Template. (If Mr. Selent sent a letter on behalf of West Kentucky, we do not seem to have a copy in our files.) In addition, the letter stated that in the absence of an agreement by January 1, 2007, "ACC will not be permitted to terminate traffic" to his clients. Once again, this letter did not respond to the CMRS Template or my other communications about some of the key issues between the parties which I had identified earlier.

15. On May 17, 2006, I sent an email to Mr. Selent requesting a 90-day extension of the arbitration window so we could "address these issues in an orderly fashion."

16. On May 22, 2006, Selent sent me an email informing me that his clients would not extend the arbitration and asking me to call him to discuss the agreement.

17. That same day, I called Mr. Selent in an effort to negotiate agreements with the Petitioners. At that time, Mr. Selent informed me that his clients do not work off of any other party's template and that he would not be providing me with any comments on the template I had sent him in February. We attempted to discuss some of the substantive issues I had identified in earlier emails but the discussions were fruitless. I told Mr. Selent that although my client preferred to work off of its template, it would be willing to provide him a redline of the Selent Template and

that I would try to get him those redlines within the week. The entire call lasted less than five minutes.

18. On May 26, 2006, in the early afternoon, I received three emails from Tip Depp, an attorney at Mr. Selent's office, with a copy of the Petitioner's respective arbitration petitions. I am informed and believe that these petitions were filed on or about May 30, 2006 with the Commission.

19. Upon review of the emails from Mr. Depp, I sent him an email expressing my disappointment in light of my conversations with Mr. Selent earlier that week in which I had agreed to provide them with redline comments on the Selent Template within the week (even though we preferred to use the template we had sent to them in February).

20. By the close of business that same day, May 26, 2006, I sent Mr. Selent an email, as I indicated I would when I spoke with him earlier that week, with ACC's initial redline comments on the Selent Templates for each of the Petitioners. In the email, I informed Selent that I would be available to discuss the redlines anytime the following week.

21. To date, I have not received any response whatsoever to the redline I sent to Mr. Selent on May 26, 2006 or to my May 26, 2006 request to discuss the issues raised by the negotiations.

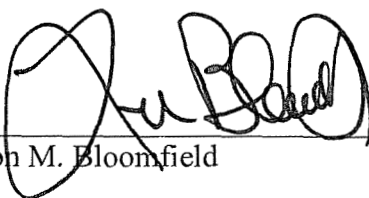
Further Affiant sayeth not.

STATE OF CALIFORNIA )  
 )  
COUNTY OF ALAMEDA )      ss

VERIFICATION

Personally appeared before the undersigned officer duly authorized to administer oaths Leon M. Bloomfield, who, being duly sworn, deposed and said that has read the foregoing Affidavit, and that the statements therein are true and correct, based upon his personal knowledge and belief.

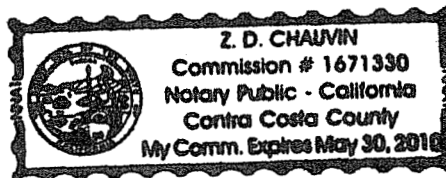
This 4th day of August, 2006.

  
\_\_\_\_\_  
Leon M. Bloomfield

Sworn to and subscribed to before me this 4 day of August, 2006, and notarized by me on that date.

  
\_\_\_\_\_

My Commission Expires: May 30, 2010.







**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

Petition of Ballard Rural Telephone 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

Case No. 2006-00215

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 Verizon Wireless, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996

Case No. 2006-00217

Petition of Logan Telephone Cooperative 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

Case No. 2006-00218

Petition of West Kentucky Rural Telephone 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

Case No. 2006-0020

**AFFIDAVIT OF RON L. WILLIAMS**

Personally appeared before me the undersigned, Ron L. Williams, who stated the following under oath:

1. I am Ron L. Williams, Vice President Interconnection and Compliance of Alltel Communications, Inc.

My responsibilities include the negotiation of interconnection agreements and the management of staff that negotiate such agreements. Both Brittney Miller and Cynthia Austin have had responsibilities in

negotiation of such agreements in Kentucky and reported to me while doing so. In the preparation of this affidavit, I examined the records of those employees that are kept in the ordinary course of their responsibilities and I am therefore knowledgeable regarding the facts stated in this affidavit.

2. By letters dated February 2, 2006 (the BFRs) from John Selent of Dinsmore & Shohl, Alltel was requested to negotiate an interconnection agreement with each of Logan Telephone Cooperative, Duo County Telephone, Ballard Rural Telephone and West Kentucky Rural Telephone (collectively, the Rural Carriers). The letter included a hard copy of a proposed interconnection agreement and a copy of the settlement agreement approved by the Kentucky Public Service Commission in Case No. 2003-0045, effective May 1, 2004 between the CMRS Carriers, BellSouth, and the Rural carriers.
3. On February 7, 2006, Alltel employee Cynthia Austin called John Selent and requested (i) the names of all rural carriers that he represented, and (ii) the volume of traffic, if any, that the Rural Carriers were exchanging with Alltel. This information was requested in order to determine what volume of traffic, if any, is exchanged between Alltel and the Rural Carriers that necessitates an agreement and if traffic is exchanged, what are the appropriate terms to include in any such agreement.
4. On March 8, 2006, Alltel employee Cynthia Austin called Mr. Selent and requested an electronic copy of the Rural Carriers' proposed interconnection agreement that was attached to the BFRs
5. Emails were received by Alltel on March 14 and 15, 2006 transmitting electronic copies of certain of the Rural Carriers' proposed interconnection agreements and asking if Alltel is ready to execute the agreements. Hard copies via overnight delivery were received by Alltel approximately the day subsequent to each email.
6. On April 21, 2006, a letter was received by Alltel from Mr. Selent for Brandenburg Telephone Company advising that no traffic was being passed from Alltel and that an agreement would be needed if traffic was to be exchanged.
7. On May 15, 17 and 19, 2006 Alltel received emails and hard copies by express mail of letters from Dinsmore & Shohl with respect to each of the Rural Carriers reminding of the arbitration window and stating in response to Alltel's inquiry regarding the volume of traffic, that the Rural Carrier could not definitively determine that at this time.

8. On May 16, 2006, Alltel employee Cynthia Austin, by email, acknowledged receipt of the May 15 letters and advised she would no longer be the Alltel contact for the matter due to a change in job assignment.
9. May 16, 2006, Dinsmore and Shohl emailed and congratulated Mrs. Austin on her job change.
10. May 23, 2006, Alltel employee Brittney Miller contacted Dinsmore & Shohl via email and advised that she was the successor for Cynthia Austin in the negotiations. Mrs. Miller again requested traffic information for West Kentucky Rural to verify that the parties are exchanging any traffic. Mrs. Miller proposed that Alltel and the Rural Carriers enter into a bill and keep arrangement if the traffic was minimal and requested an electronic copy of the proposed agreement from West Kentucky.
11. May 24, 2006, Dinsmore & Shohl responded via email and provided the electronic version of the West Kentucky proposed agreement and advised that the traffic data was not available
12. May 25, 2006, Alltel employee Brittney Miller contacted Dinsmore & Shohl via email and thanked them for the electronic copy of Western Kentucky proposed agreement. Mrs. Miller restated the need for traffic information, asked the Rural Carrier to examine the transit bill from BellSouth to determine traffic volume and advised that her examination of BellSouth transit bill to Alltel did not identify any terminating traffic between the Rural Carrier and Alltel. Mrs. Miller proposed the parties enter into a bill and keep arrangement until traffic is established or measurable. Mrs. Miller provided a proposed interconnection agreement that reflects a bill and keep arrangement.
13. May 30, 2006, Dinsmore & Shohl via email advised Alltel that the Rural Carriers proposed agreement must be used and requested OCN or CIC numbers for further review of traffic issue.
14. On May 31, 2006, Alltel Brittney Miller email and thanked Dinsmore & Shohl for agreeing to check on the traffic, transmitted the relevant Alltel OCNs, and proposed a 60 day extension so all parties had time to gather and review data. She also asked for confirmation of the proposed contract template for each of the four Rural Carriers, Ballard Rural, Duo County, Logan Telephone and West Kentucky Rural and asked if there were any other companies represented by Dinsmore and Shohl that were requesting agreements.
15. May 31, 2006, Dinsmore & Shohl notified Alltel via emails of their filing of an arbitration petition against Alltel for each Rural Carrier.

16. The above are all of the communications between the Rural Carriers and Alltel with respect to a proposed interconnection agreement and to the extent they may vary from those reflected in the Consolidated Response to which this affidavit is attached, these statements control as to Alltel. At no time during these communications did the Rural Carriers complain to Alltel of bad faith or lack of negotiations by Alltel or propose changes to either the template agreement provided by Leon Bloomfield for the CMRS carrier group or with respect to the proposed agreement provided to the Rural Carriers by Alltel. At no time have the Rural Carriers indicated any willingness to accept an agreement other than their proposed agreement.



Ron B. Williams

Sworn to and subscribed to before me this 2<sup>nd</sup> day of August, 2006, as witnessed by my hand and seal.



My Commission Expires: 02/23/10.







and, as part of my responsibilities I am charged with acting as the primary interface for Sprint Nextel operating subsidiaries, including Sprint Spectrum, L.P. d/b/a Sprint PCS (“Sprint PCS”), regarding interconnection under the Telecommunications Act of 1934, as amended (“Act”).

2. I have personally participated in the interconnection negotiations conducted to date between myself on behalf of Sprint PCS and John Selent, Esq., Edward Depp, Esq. and Holly C. Wallace, Esq., on behalf of Ballard Rural Telephone Cooperative Corporation, Inc. (“Ballard”), Duo County Telephone Cooperative Corporation, Inc. (“Duo”), Logan Telephone Cooperative, Inc. (“Logan”), and West Kentucky Rural Telephone Cooperative Corporation, Inc. (“WKR”) (collectively “Petitioners”).

3. I am familiar with the Petitioners’ respective arbitration Petition (“Petitions”) against Sprint PCS and the Motion to Approve Interconnection Agreement (“Motions”) filed on or about July 27, 2006 before the Kentucky Public Service Commission (“KY PSC”). The purpose of this Affidavit is to respond to the inaccurate, incomplete, unsupported and conclusory allegations contained in the Petitions and Motions to the effect that Sprint PCS has “failed to negotiate in good faith” with Petitioners.

4. On December 29, 2005, I sent a written Request for Interconnection Negotiations to each Petitioner.

5. In response to my December 29<sup>th</sup> requests, between January 27 and February 1, 2006, Mr. Selent responded to me by separate letter on behalf of each Petitioner, and tendered the exact same proposed interconnection agreement template for each Petitioner the (“Selent Template”). The only substantive difference between Mr. Selent’s communications was that his Logan and WKR communications referenced the potential of Sprint PCS utilizing an existing



Nextel Partners interconnection agreement as a possible means of avoiding the need for further negotiations.

6. On February 7, 2006 I responded to Mr. Selent in writing to explain that Nextel Partners was not affiliated with Sprint PCS, and Sprint PCS's request for interconnection could not be fulfilled at that time by operation of a Nextel Partners' interconnection agreement.

7. Contrary to allegations in the various Petitions and Motions, Sprint PCS did not fail to respond to either Mr. Selent's initial letters or tendered Selent Template. Instead, by Mr. Leon M. Bloomfield's letter dated February 24, 2006, Sprint PCS and several other CMRS Providers collectively responded to Mr. Selent in writing. Mr. Bloomfield's letter was sent on behalf of the "Kentucky CMRS Providers" which expressly included ACC, Cingular, Verizon Wireless, T-Mobile, and Sprint PCS and provided an electronic copy of a proposed Interconnection Agreement ("CMRS Template"). Mr. Bloomfield's letter, and the attached CMRS Template, put Petitioners and their representatives on notice that the Selent Template was not acceptable to Sprint PCS.

8. I received no communication from Mr. Selent regarding the letter and CMRS Template he received from Mr. Bloomfield. It is my understanding that Mr. Selent and Petitioners simply ignored Mr. Bloomfield's letter, and did not communicate a response to Mr. Bloomfield or any other Kentucky CMRS Provider regarding Mr. Bloomfield's letter or the CMRS Template.

9. Between March 7 and March 17, 2006, still silent on the existence of Mr. Bloomfield's February 24, 2006 letter and the CMRS Template, and without engaging in any negotiations whatsoever, Mr. Selent, by separate letter sent on behalf of each Petitioner, re-

tendered the Selent Template to me with unilaterally selected traffic distribution percentages and rates inserted into the document.

10. On March 24, 2006, I contacted Mr. Selent by e-mail to request soft copies of the Selent Template, and specifically advised him that “[a]fter reviewing the agreements mentioned above, Sprint has determined that each would require some modification to certain sections. Sprint would like to provide its modifications in tracking mode in a soft copy. In order to expedite the negotiation process it would be helpful to have a soft copy of the appropriate agreement each company is offering.”

11. On March 27, 2006 I received virtually identical, respective separate soft copies of the Selent Template with respect to Ballard, Duo, Logan and WKR.

12. On May 12, 2006, I e-mailed a redlined version of the Logan soft copy document to Mr. Depp affirmatively advising him that I had “reviewed the bulk of the interconnection and reciprocal compensation sections and provided redlines in tracking mode. There are some sections containing mostly legal language that have not been review[ed] by Sprint legal yet. Please let me know when you would be available to review the Sprint changes with me.” Rather than engage in negotiations with me regarding Sprint PCS’s May 12, 2006 redlined version, Mr. Depp took the positions that I needed to have my legal counsel explain why Sprint PCS would not adopt a direct interconnection agreement that was currently in use by NPCR, Inc. - Nextel Partners, and that they would not review what they had deemed to be “piecemeal redlines”.

13. On May 15, 2006, having significant Sprint PCS redlines in Mr. Depp’s hands from me regarding the interconnection and reciprocal compensation provisions of a template that was clearly substantively identical among all of the Petitioners, Mr. Selent sent me multiple, separate

letters “to inquire regarding the status of your review of the proposed interconnection agreement that we last sent to you on March 27, 2006”.

14. To again close the loop regarding the irrelevant Nextel Partner issue raised by Mr. Depp, on May 16, 2006, Sprint PCS counsel Joseph Chiarelli, Esq. provided Mr. Depp, Mr. Selent, Ms. Wallace, and the Petitioners’ designated outside consultant, Mr. Steve Watkins, an explanation consistent with what I had already provided regarding Nextel Partners – Sprint PCS has its own business needs, any pending transaction was not between Sprint PCS and Nextel Partners and, Sprint PCS would not use an existing Nextel Partners’ agreement. Mr. Chiarelli also affirmatively stated:

Regarding Shelley’s references to Ballard, Duo and West Kentucky in her response, I understand that in response to Shelley’s request to John for soft copies of your clients’ proposed agreements, Tip and Holly respectively sent the same agreement to Shelley for each of these LECs and Logan. Thus, to the extent any of these clients of your firm have the same question, the rationale is equally applicable. Consistent with the CMRS template that was previously provided to John on February 24, 2006 by Leon Bloomfield on behalf of the CMRS carriers including Sprint Spectrum, Shelley will be providing a redline of the soft copies forwarded by [you and Holly] regarding Ballard, Duo and West Kentucky as she did for Logan.

15. On May 18, 2006, notwithstanding the foregoing express communications, Mr. Selent sent me another letter to “follow-up on our March 27, 2006 email in which we inquired whether Sprint Spectrum ... could operate under the existing interconnection agreement between West Kentucky and ... (‘Nextel Partners’). *In light of your silence on this matter to date, we have concluded that Sprint will operate pursuant to the existing interconnection agreement between West Kentucky and Nextel Partners*”. (Emphasis added). Contrary to both the erroneous underlying factual assertion and subsequent conclusion, Sprint PCS clearly explained the inapplicability of any Nextel Partners agreement to Sprint PCS’s request for interconnection and

Petitioners have no right to unilaterally impose any other carrier's existing agreement upon Sprint PCS.

16. On May 23, 2006, I e-mailed Mr. Depp an additional redline to use as the baseline draft document for each of the Petitioners, with the understanding that Petitioner specific items were subject to modification, and proposed to schedule a call to discuss the draft that week.

17. On May 24, 2006, by return e-mail, Mr. Depp asked me to provide proposed times, advised that he would have to see what worked for his clients and they anticipated separate negotiations for each client.

18. On May 24, 2006, I return e-mailed Mr. Depp and suggested a specific negotiation schedule that contemplated multiple calls a week on a set time basis, or for his clients to provide time slots that would work for them and Sprint PCS would keep those times open.

19. On June 1, 2006, having received no response from Mr. Depp regarding my proposed negotiation schedule, I left a voicemail with and sent an e-mail to Mr. Depp asking if he would "Please let me know at your earliest convenience if a 90 days extension would be agreeable to your clients".

20. On June 2, 2006, I received an e-mail from Mr. Depp to which he had attached "a letter we just filed with the PSC. It should address the questions from your voicemail and your email...". The attached letter was Mr. Selent's response to the CMRS' Request for Commission Mediation filed by the CMRS' representative, Holland M. McTyeire.

21. At no time did I receive a response from Mr. Depp to my suggested negotiation schedule. Before I had a chance to follow-up with him on my suggested schedule, the Petitioners filed for arbitration against Sprint PCS.

22. At no time have I ever failed to negotiate or acted in any manner other than in good faith with Mr. Selent, Mr. Depp, Ms. Wallace or any of the Petitioners.

Further Affiant sayeth not.

STATE OF KANSAS        )  
                                  )  
COUNTY OF JOHNSON    )        ss

VERIFICATION

Personally appeared before the undersigned officer duly authorized to administer oaths Shelley E. Jones, who, being duly sworn, deposes and says that she is affiant for Sprint Spectrum, L.P., that she has read the foregoing Affidavit, and that the statements therein are true and correct, based upon her personal knowledge and belief.

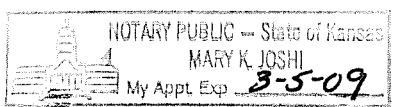
This 4<sup>th</sup> day of August, 2006.

Shelley E. Jones  
Shelley E. Jones

Sworn to and subscribed to before me this 4<sup>th</sup> day of August, 2006, and notarized by me on that date.

Mary K Joshi

My Commission Expires: 3-5-09.











4. Contrary to Petitioners bald and baseless allegations, T-Mobile negotiated in good faith. As set forth below, T-Mobile negotiated and identified issues for negotiation with Petitioners until the filing of the Petitions.

5. By letter dated February 2, 2006, Petitioners inquired why T-Mobile had not sent them a written Request for Interconnection and attached a proposed template interconnection agreement (“Petitioners Template”) that did not include proposed rates, traffic factors, or other company-specific information.

6. Contrary to Petitioners’ allegations, T-Mobile did respond to the February 2, 2006 letters. On February 23, 2006, T-Mobile sent written Requests for Interconnection to Petitioners stating that T-Mobile would be sending Petitioners a template for review while T-Mobile reviewed Petitioners Template. The very next day, February 24, 2006, Mr. Leon M Bloomfield sent a letter that expressly stated that his letter was being sent on behalf of, among others, T-Mobile, and was accompanied by a template interconnection agreement proposed by T-Mobile and the CMRS provider group (“CMRS Template”).

7. T-Mobile received no communication from Petitioners regarding Mr. Bloomfield’s letter or the CMRS Template. It appears that Petitioners simply ignored Mr. Bloomfield’s letter and the CMRS Template.

8. By letter dated March 15, 2006, John Selent, on behalf of Petitioners, re-sent Petitioners Template to T-Mobile. Petitioners did not acknowledge receipt of the CMRS Template.

9. On April 20, 2006, T-Mobile communicated to Petitioners via email that the Petitioners Template would not be practical in the instant case and attached a proposed

interconnection agreement (“T-Mobile Template”) more suited for addressing interconnection between a CMRS provider and a local exchange carrier.

10. Due to the lack of any response, T-Mobile sent an email to Petitioners on May 8, 2006 to inquire about the status of Petitioner’s review of the T-Mobile Template. Additionally, T-Mobile suggested that both parties consider extending the arbitration window because the arbitration window was set to expire in June 2006.

11. By letter dated May 17, 2006, John Selent, on behalf of Petitioners, re-sent to T-Mobile the Petitioners Template and declined extending the arbitration window.

12. On May 22, 2006, T-Mobile – via email – responded to Petitioners’s May 17, 2006 letter. T-Mobile stated that it did not believe that Petitioners Template would be an appropriate starting point but nonetheless acquiesced to using Petitioners Template. T-Mobile also communicated to Petitioners that it needed to modify Petitioners Template, reiterated its belief that an extension of the arbitration window would be prudent, required a soft copy of Petitioners Template to make redlines, and would make redlines as expeditiously as possible to keep the negotiation process moving.

13. On May, 22, 2006, Petitioners responded to T-Mobile’s email and provided soft copies of Petitioners Template and declined to extend the arbitration window.

14. On May 23, 2006, T-Mobile e-mailed Petitioners a redlined version of Petitioners Template. Due to the number of issues with Petitioners Template, T-Mobile requested traffic reports to support Petitioners’ request for direct connection, cost studies to support Petitioners’ requested rates, and clarification that Petitioners will be providing dialing parity to T-Mobile’s customers. For the third time in a month, T-Mobile suggested that the parties consider extending

the arbitration window because of the number of issues outstanding in light of the shrinking arbitration window.

15. After nearly a week of unresponsiveness, T-Mobile called Petitioners on May 28, May, 29 and May 30, 2006 in an effort to schedule a meeting to discuss T-Mobile's May 23, 2006 email.

16. Without any communication from Petitioners regarding T-Mobile's May 23, 2006 email, T-Mobile received the Petitions on June 2, 2006.

17. At no time have I ever failed to negotiate or acted in any manner other than in good faith with Mr. Selent, Mr. Depp, Ms. Wallace, Ms. Bodamer, Mr. Bradley or any of the Petitioners.

Further Affiant sayeth not.





**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

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Petition of Ballard Rural Telephone 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	)	
	)	
	)	
	)	
	)	Case No. 2006-00215
	)	
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 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. 2006-00217
	)	
Petition of Logan Telephone Cooperative 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	)	
	)	
	)	
	)	Case No. 2006-00218
	)	
Petition of West Kentucky Rural Telephone 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	)	
	)	
	)	
	)	Case No. 2006-0020
	)	

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**AFFIDAVIT OF MARC STERLING, VERIZON WIRELESS**

1. My name is Marc B. Sterling, and I am Member Technical Staff – Contract Negotiator for Verizon Wireless, assigned to negotiations of interconnection agreements with local exchange carriers throughout the country, with a primary focus on local exchange carriers in the Southeast.

2. I have personally participated in the interconnection negotiations conducted to date between myself on behalf of Verizon Wireless, and John Selent, Esq., Edward Depp, Esq. and Holly C. Wallace, Esq., on behalf of Ballard Rural Telephone Cooperative Corporation, Inc., Duo County Telephone Cooperative Corporation, Inc., Logan Telephone Cooperative, Inc., and West Kentucky Rural Telephone Cooperative Corporation, Inc., between myself on behalf of Verizon Wireless and Ms. Eileen Bodamer on behalf of Gearheart Communications Inc. d/b/a Coalfields Telephone Company, Foothills Rural Telephone Cooperative Corporation, Inc., Mountain Rural Telephone Cooperative Corporation, Inc., North Central Telephone Cooperative Corporation, Peoples Rural Telephone Cooperative Corporation, Inc., South Central Rural Telephone Cooperative Corporation, Inc., and Thacker-Grisby Telephone Company, Inc., and between myself on behalf of Verizon Wireless and Mr. Randall Bradley on behalf of Brandenburg Telephone Company (collectively “Petitioners”). Verizon Wireless and the twelve Petitioners involved in these consolidated proceedings are and have been exchanging telecommunications traffic, which is subject to the FCC reciprocal compensation rules, pursuant to a settlement agreement that is set to expire on December 31, 2006 (“Settlement Agreement”).



3. Pursuant to terms of the Settlement Agreement, Verizon Wireless, and other signatory providers of CMRS (collectively “CMRS providers”) sent bona fide requests for negotiations of interconnection agreements in accordance with the relevant provisions of the Telecom Act to all of the Petitioners. These bona fide requests were effective on January 1, 2006.

4. I am familiar with the Petitioners’ respective arbitration Petitions (“Petitions”) and Motions to Approve Interconnection Agreement (“Motions”) filed before the Kentucky Public Service Commission (“KY PSC”) against Verizon Wireless and other CMRS providers. The purpose of this affidavit is to respond to inaccurate, incomplete, unsupported and conclusive allegations contained in the Petitions and Motions to the effect that Verizon Wireless has “failed to negotiate in good faith” with Petitioners.

5. The Petitioners’ discussion of the negotiations between the parties is incomplete. As set forth below, Verizon Wireless negotiated, identified issues for negotiation, and tried to negotiate and mediate further with the Petitioners prior to the filings of these Petitions. In addition, the parties have continued to negotiate after the Petitions were filed.

6. By letters dated January 26, 2006 and January 27, 2006,<sup>1</sup> the Petitioners provided Verizon Wireless with proposed template interconnection agreements that did not include proposed rates, traffic factors, or other company-specific information.

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<sup>1</sup> Letters sent to Verizon Wireless on behalf of Duo County and West Kentucky Rural were dated January 26, 2006. Letters sent to Verizon Wireless on behalf of Ballard Rural and Logan were dated January 27, 2006.

7. Contrary to Petitioners' allegations, Verizon Wireless did respond to these January 26, 2006 and January 27, 2006 letters. Verizon Wireless was part of a group of CMRS providers that communicated collectively with Petitioners' negotiating representatives by letter dated February 24, 2006. In this letter, the CMRS providers recommended and requested that the Kentucky ILECs and CMRS providers engage in collective negotiations. That communication was accompanied by a template interconnection agreement proposed by Verizon Wireless and other CMRS providers. A copy of this February 24, 2006, letter (without the attachment) is Exhibit A hereto.

8. By letters dated March 7, 2006, March 14, 2006, March 15, 2006 and March 17, 2006,<sup>2</sup> the Petitioners represented by John Selent re-sent to Verizon Wireless their own proposed template, and included proposed rates and traffic factors. The Petitioners did not acknowledge receipt of the proposed template agreement sent on behalf of Verizon Wireless and the CMRS providers on February 24, and did not send a proposed red line of that agreement.

9. By e-mail dated April 18, 2006, Verizon Wireless communicated to Mr. Selent that the Petitioners' proposed interconnection agreement was not acceptable because it only provided for direct interconnection facilities. Nonetheless, Verizon Wireless agreed to negotiate from the Petitioners' proposed

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<sup>2</sup> The letter sent to Verizon Wireless on behalf of Duo County was dated March 7, 2006. The letter sent to Verizon Wireless on behalf of Ballard Rural was dated March 14, 2006. The letter sent to Verizon Wireless on behalf of West Kentucky Rural was dated March 15, 2006. The letter sent to Verizon Wireless on behalf of Logan was dated March 17, 2006.

template and stated: “In order to proceed ... please provide a soft copy of your proposed agreement template, which we’ll red-line and return.”

10. None of the Petitioners responded to Verizon Wireless’s April 18 e-mail until May 15, 2006, May 16, 2006, and May 18, 2006.<sup>3</sup> An electronic copy of Petitioners’ proposed interconnection agreement, which Verizon Wireless had requested in order to propose changes and modifications, however, did not accompany these responses. Instead, Mr. Selent stated the Petitioners’ position was that they would not provide Verizon Wireless with indirect interconnection and that in the absence of an interconnection agreement as of January 1, 2007, the Petitioners would no longer terminate traffic from Verizon Wireless customers to Petitioners’ customers.

11. On May 19, Verizon Wireless contacted Mr. Selent to indicate Verizon Wireless’s concern about the lack of progress in these negotiations, and to again ask for an electronic version of the proposed interconnection agreement for each of his clients. Verizon Wireless offered to make its representatives available for negotiations on May 23<sup>rd</sup> and 24<sup>th</sup>.

12. On May 22, 2006 – four days prior to filing its Petition – Duo County, and other Petitioners, for the first time provided Verizon Wireless an electronic copy its proposed agreement. In this e-mail, opposing counsel stated that he “would be in touch shortly to confirm our availability to discuss the agreement.”

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<sup>3</sup> The letter is attached as Exhibit 5 to the Petition.

13. On May 24, 2006 – two days prior to filing its Petition – Duo County's<sup>4</sup> counsel asked Verizon Wireless to propose two dates and times later that week or the following week to discuss the proposed interconnection agreement. On May 25<sup>th</sup>, Verizon Wireless proposed negotiation times for May 26<sup>th</sup>, May 30<sup>th</sup>, and May 31<sup>st</sup>.

14. On May 26, 2006, counsel for Ballard Rural, Duo County, Logan, and West Kentucky Rural filed petitions for arbitration against Verizon Wireless.

15. On May 30, 2006, concerned about the lack of progress and the ILECs' unwillingness to negotiate collectively, Verizon Wireless and other CMRS providers filed a collective request for Commission mediation pursuant to 47 U.S.C. § 252(a)(2). In this request, the CMRS providers requested that the ILECs extend the arbitration window by 90 days in order to facilitate mediation and further negotiations. On June 1, 2006, counsel for the Petitioners responded by opposing collective mediation and indicating an intent to proceed to arbitration. The remaining Petitioners filed substantially similar petitions on subsequent dates in June. All twelve petitions were substantially similar, and filed by Mr. Selent's law firm.

16. At no time have I ever failed to negotiate or acted in any manner other than in good faith with Mr. Selent, Mr. Depp, Ms. Wallace, Ms. Bodamer, or any of the Petitioners.

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<sup>4</sup> Verizon Wireless had agreed to set up a call just with Duo County because counsel insisted his clients did not want collective negotiations. It was Verizon Wireless's desire, however, to offer similar terms to all of the Petitioners on a non-discriminatory basis.

Further Affiant sayeth not.

STATE OF GEORGIA     )  
                                  )  
COUNTY OF FULTON    )     ss

VERIFICATION

Personally appeared before the undersigned officer duly authorized to administer oaths Marc B. Sterling, who, being duly sworn, deposes and says that he is affiant for Verizon Wireless that he has read the foregoing Affidavit, and that the statements therein are true and correct, based upon his personal knowledge and belief.

This 4<sup>th</sup> day of August, 2006.

Marc B Sterling  
Marc B. Sterling

Sworn to and subscribed to before me this 4 day of August, 2006, and notarized by me on that date.

My Commission Expires: 6/9/2007

Jeanne Miller







Holland N. McTyeire, V  
Direct (502) 587-3672 Fax (502) 540-2223 E-mail hnm@gdm.com

*Via Hand Delivery*

May 30, 2006

Ms. Beth A. O'Donnell  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40602-0615

**RECEIVED**

**MAY 30 2006**

**PUBLIC SERVICE  
COMMISSION**

Re: Request for Commission Mediation Pursuant to 47 U.S.C. Section 252(a)(2)

Dear Ms. O'Donnell:

As you are aware, the interim intercarrier compensation arrangements provided for in the settlement agreement between certain signatory CMRS providers, including Verizon Wireless, Cingular, T-Mobile, American Cellular Corporation, and Sprint (hereinafter "CMRS Providers"), BellSouth Telecommunications, Inc. ("BellSouth"), and certain Rural ILECs<sup>1</sup> that was approved by the Commission in Case No. 2003-00045 ("Settlement Agreement") by Orders dated April 29, 2004 and June 10, 2004 and which has been effective since May 1, 2004 is due to expire on December 31, 2006. In accordance with the Settlement Agreement, each CMRS Provider initiated negotiation of an interconnection and reciprocal compensation agreement with particular Rural ILECs pursuant to the process set forth in Sections 251 and 252 of the Communications Act of 1996, as amended (the "Act").

Despite the independent and on-going negotiations between all parties that are currently exchanging traffic under the Settlement Agreement, no voluntary interconnection agreements providing for indirect interconnection under the Act have been reached at this time. In order to assist the CMRS Providers and Rural ILECs currently engaged in negotiations on reaching agreement on the rates, terms and conditions for reciprocal compensation and interconnection, the CMRS Providers hereby request the participation of the Commission in these negotiations and that the Commission mediate any differences arising in the course of negotiation pursuant to 47 U.S.C. Section 252(a)(2).

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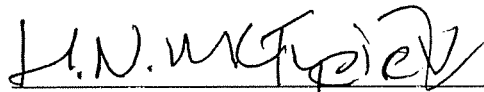
<sup>1</sup> The Rural ILECs with whom the CMRS Providers have requested interconnection negotiations are AllTel Kentucky, Ballard Rural Telephone Cooperative Corporation, Inc., Brandenburg Telephone Company, Duo County Telephone Cooperative Inc., Foothills Rural Telephone Cooperative Corporation, Inc., Coalfields Telephone Company, Leslie County Telephone Company, Inc., Lewisport Telephone Company, Inc., Logan Telephone Cooperative, Inc., Highland Telephone Cooperative, North Central Telephone Cooperative, Mountain Rural Telephone Cooperative Corporation, Inc., Peoples Rural Telephone Cooperative Corporation, Salem Telephone Company, South Central Rural Telephone Cooperative Corporation, Inc., Thacker/Grigsby Telephone Company, Inc., and West Kentucky Rural Telephone Cooperative Corporation, Inc.

Collective Commission mediation/negotiation is highly practical and desirable in this instance where the fundamental issues of indirect interconnection, reciprocal and symmetrical compensation, and the rates at which a given Rural ILEC is required to terminate CMRS Providers' traffic are so similar. The CMRS Providers believe that such a process would be particularly useful in this situation given the sheer number of individual negotiations currently underway.

Accordingly, the CMRS Providers respectfully request that the Commission host mediation sessions between the CMRS Providers and the Rural ILECs during the next month, if possible. So that the mediation process can be fully utilized before any party feels compelled to file formal arbitration petitions with the Commission, the CMRS Providers are requesting the Rural ILECs to extend by 90 days the current arbitration window which is otherwise set to expire on June 10, 2006.<sup>2</sup> Given the December 31, 2006 expiration date of the Settlement Agreement, no party should be prejudiced by such an extension.

Thank you for your consideration and assistance, and please call me if you should have any questions regarding this matter.

Sincerely,



On behalf of the CMRS Providers

cc: Amy E. Dougherty  
Jim Stevens  
John Selent - Ballard, Duo County, Logan and West Kentucky Rural Telephone  
Eileen Bodamer - Foothills, Coalfields, Mountain, Peoples, South Central Rural,  
North Central and Thacker - Grisby Telephone  
Linda Lowrance - Leslie County, Lewisport and Salem Telephone  
Allison Willoughby - Brandenburg Telephone  
Jimmy Dolan - AllTel Kentucky  
Dave Crawford - Highland Telephone  
Elaine Critides - Verizon Wireless  
Leon Bloomfield - American Cellular Corporation and T-Mobile USA  
Dan Williams - T-Mobile USA  
John N. Hughes - Sprint Nextel  
Mark Ashby - Cingular Wireless  
William R. Atkinson - Sprint Nextel  
Paul Walters - Cingular Wireless  
Bill Brown - Cingular Wireless

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<sup>2</sup> Certain parties have already agreed to extend the window and the appropriate motions will be filed shortly with the Commission. In addition, the CMRS Providers note that it appears certain Rural ILECs mailed Petitions for Arbitration to the Commission on Friday, May 26, 2006.