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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:

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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 )

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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 )

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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 )

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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 )

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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 )

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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 )

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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 )

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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 )

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Case No. 2006-00292

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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 )

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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 )

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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 )

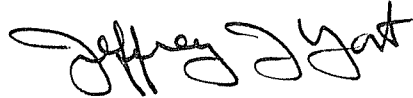
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Case No. 2006-00300

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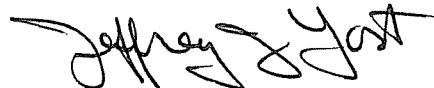
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**DIRECT TESTIMONY OF WILLIAM H. BROWN  
ON BEHALF OF CINGULAR WIRELESS AND ON BEHALF OF THE  
WIRELESS CARRIERS**

**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.<sup>1</sup>

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.<sup>2</sup>

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

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<sup>1</sup> *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).

<sup>2</sup> *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).”<sup>3</sup>

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.

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<sup>3</sup> 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.<sup>4</sup> 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.<sup>5</sup>

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<sup>4</sup> 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.”).

<sup>5</sup> 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 . . .<sup>6</sup>

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.<sup>7</sup> 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.”<sup>8</sup> 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.<sup>9</sup>

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<sup>6</sup> *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).

<sup>7</sup> *Virginia Arbitration Order*, 17 FCC Rcd 27039 (2002).

<sup>8</sup> *Id.* at 27057 ¶ 37.

<sup>9</sup> *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.<sup>10</sup>

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,<sup>11</sup> has told the FCC: "Typically, the carrier that  
18 originates the call will pay for the transiting function."<sup>12</sup>

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

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

<sup>11</sup> *See* [www.ntca.org](http://www.ntca.org).

<sup>12</sup> 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.<sup>13</sup>

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.

---

<sup>13</sup> *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.

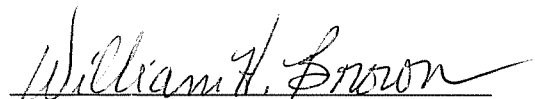


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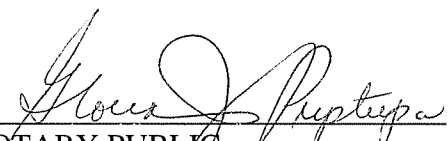
STATE OF Georgia  
COUNTY OF Cobb

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 28<sup>th</sup> DAY OF September, 2006.

  
NOTARY PUBLIC

Commission Expires 5/25/2007



BellSouth Telecommunications, Inc.  
333 Commerce Street  
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Nashville, TN 37201-3300  
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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

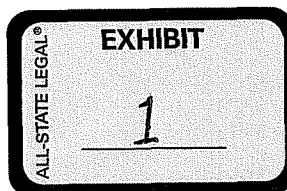
Dear Mr. Adams:

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				X
15	NPA		80	Indicators				9	149	Terminating LRN Source Indicator																		
16	NXX		81			BSA / Feature Group A Access Number			9			150	Reserved															
17	To Number		82			Reserved for Local Company Use						9			151		Reserved		9									
18	To Base Station Number		83												9	152					Reserved		9					
19	Line Number		84													9				153						Reserved		
20	Originating / Terminating ID		85																	9				154	Reserved			9
21	BSA / Feature Group D Trunk Group Number		86			9	155	Reserved		9																		
22	Reserved		87				9				156		Reserved											9				
23	Carrier Identification		88								9	157					Reserved		9									
24	Carrier Access Method		89									9			158						Reserved		9					
25	Routing Method		90												9	159											Reserved	
26	Dialing Method		91													9				160					Reserved			
27	ANI		92			9		161	Reserved											9								
28	NCTA		93				9	162					Reserved											9				
29	Hr		94					9			163						Reserved		9									
30	Min		95								9	164									Reserved		9					
31	Sec		96									9			165												Reserved	
32	Min		97												9	166									Reserved			
33	Sec		98			9			167	Reserved						9												
34	Min		99				9		168				Reserved							9								
35	Sec		100					9	169								Reserved		9									
36	Min		101						9												170	Reserved		9				
37	Sec		102									9									171						Reserved	
38	Min		103												9						172				Reserved			
39	Sec		104			9				173	Reserved					9												
40	Min		105				9			174			Reserved							9								
41	Sec		106					9		175							Reserved		9									
42	Min		107						9	176											Reserved		9					
43	Sec		108							9														177			Reserved	
44	Min		109												9									178	Reserved			
45	Sec		110			9					179	Reserved				9												
46	Min		111				9				180			Reserved						9								
47	Sec		112					9			181						Reserved		9									
48	Min		113						9		182										Reserved		9					
49	Sec		114							9	183													Reserved			9	
50	Min		115								9															184		Reserved
51	Sec		116			9						185	Reserved			9												
52	Min		117				9					186			Reserved					9								
53	Sec		118					9				187					Reserved		9									
54	Min		119						9			188									Reserved		9					
55	Sec		120							9		189												Reserved		9		
56	Min		121								9	190															Reserved	
57	Sec		122			9						191	Reserved															
58	Min		123				9					192			Reserved					9								
59	Sec		124					9				193					Reserved		9									
60	Min		125						9			194									Reserved		9					
61	Sec		126							9		195												Reserved		9		
62	Min		127								9	196															Reserved	
63	Sec		128			9						197	Reserved															
64	Min		129				9					198			Reserved					9								
65	Sec		130					9				199					Reserved		9									
66	Min		131						9			200									Reserved		9					
67	Sec		132							9		201												Reserved		9		
68	Min		133								9	202															Reserved	
69	Sec		134			9						203	Reserved															
70	Min						9					204			Reserved					9								
71	Sec							9				205					Reserved		9									
72	Min								9			206									Reserved		9					
73	Sec									9		207												Reserved		9		
74	Min										9	208															Reserved	
75	Sec					9						209	Reserved															
76	Min						9					210			Reserved					9								
77	Sec							9									Reserved		9									
78	Min								9												Reserved		9					
79	Sec									9														Reserved		9		
80	Min										9																Reserved	
81	Sec					9							Reserved															
82	Min						9								Reserved					9								
83	Sec							9									Reserved		9									
84	Min								9												Reserved		9					
85	Sec									9														Reserved		9		
86	Min										9																Reserved	
87	Sec					9							Reserved															

Field Characteristics:  
3 - Numeric  
A - Alphanumeric  
S - Signed Number

		EMI 11-01-01 RECORD														
Originating Company	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
[REDACTED]	Cingular Wireless	110101	040908	10	9312890000	000	10	9319805009	2	0534	0	0000	5	1	8	2
[REDACTED]	Cingular Wireless	110101	040909	10	7317420000	000	10	7312175351	2	1377	0	0000	0	1	8	3
[REDACTED]	Cingular Wireless	110101	040909	10	7316960000	000	10	7312177199	2	1158	0	0000	0	1	8	3
Cingular Wireless	[REDACTED]	110101	040907	10	9015528950	000	10	731662003	2	0456	0	0000	0	1	0	0
Cingular Wireless	[REDACTED]	110101	040907	10	9015528950	000	10	7312432121	2	0456	0	0000	0	1	0	0
Cingular Wireless	[REDACTED]	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	billable min	connect time	method of record	return code	from ran	local co info	type of acc	reserved 1	signaling	ind1	ind2	ind3	ind4	ind5	ind6	ind7	ind8	ind9	ind10	ind11	ind12	
0	225951	1	0	238 02 00	047 000 00 1	047 000 00 1	000 00 1	00 1	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
0	095101	2	0	50 02 00	047 000 00 1	047 000 00 1	000 00 1	00 1	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
0	211938	0	0	52 02 00	047 000 00 1	047 000 00 1	000 00 1	00 1	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0
0	195040	0	0	134 02 00	047 000 03 1	047 000 03 1	000 03 1	03 1	0	0	0	0	0	0	0	0	0	0	3	0	8	0	0
0	091651	1	0	50 02 00	047 000 03 1	047 000 03 1	000 03 1	03 1	0	0	0	0	0	0	0	0	0	0	3	0	8	0	0
0	173132	7	0	23 02 00	047 000 03 1	047 000 03 1	000 03 1	03 1	0	0	0	0	0	0	0	0	0	0	3	0	8	0	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 ocn	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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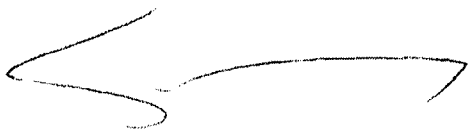
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