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June 11, 2002

The Honorable Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
200 Madison Street, Suite 100  
Jefferson City, Missouri 65101

Re: Case No. TC-2002-57, et al.

Dear Judge Roberts:

Attached for filing with the Missouri Public Service Commission in the above-referenced case is an original and eight copies of Southwestern Bell Telephone Company's Rebuttal Testimony of Thomas F. Hughes.

Thank you for bringing this matter to the attention of the Commission.

Very truly yours,

A handwritten signature in black ink that reads "Leo J. Bub" followed by a stylized "hm" or "tm" mark.

Leo J. Bub

Enclosure

cc: Attorneys of Record

Exhibit No:  
Issues: Policy  
Witness: Thomas F. Hughes.  
Type of Exhibit: Rebuttal Testimony  
Sponsoring Party: Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell  
Telephone Company  
Case No: TC-2002-57, et al.

SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SOUTHWESTERN BELL  
TELEPHONE COMPANY

CASE NO. TC-2002-57, et al.

REBUTTAL TESTIMONY

OF

THOMAS F. HUGHES

Jefferson City, MO  
June 11, 2002

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

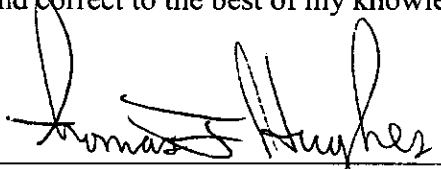
Northeast Missouri Rural Telephone Company and	)	
Modern Telecommunications Company,	)	
Petitioners,	)	
v.	)	
Southwestern Bell Telephone Company, Southwestern	)	
Bell Wireless (Cingular), Voicestream Wireless (Western	)	
Wireless), Aerial Communications, Inc., CMT Partners	)	Case No. TC-2002-57
(Verizon Wireless), Sprint Spectrum, LP, United States	)	
Cellular Corp., and American Mobile Communications,	)	
Inc.,	)	
Respondents.	)	

AFFIDAVIT OF THOMAS F. HUGHES

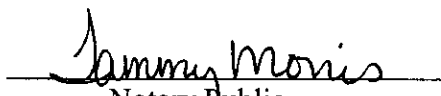
STATE OF MISSOURI                    )  
  )   SS  
COUNTY OF COLE                    )

I, Thomas F. Hughes, of lawful age, being duly sworn, depose and state:

1. My name is Thomas F. Hughes. I am presently Vice President – Regulatory for Southwestern Bell Telephone, L.P., d/b/a/ Southwestern Bell Telephone Company.
2. Attached hereto and made a part hereof for all purposes is my rebuttal testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Thomas F. Hughes

Subscribed and sworn to before this 11<sup>th</sup> day of June, 2002

  
\_\_\_\_\_  
Notary Public

My Commission Expires: Apr. 4, 2004

**TAMMY R MORRIS**  
**NOTARY PUBLIC STATE OF MISSOURI**  
**COLE COUNTY**  
**MY COMMISSION EXP. APR. 4, 2004**

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2 **CASE NO. TC-2002-57, et al.**  
3 **SOUTHWESTERN BELL TELEPHONE, L.P.**  
4 **D/B/A SOUTHWESTERN BELL TELEPHONE COMPANY**  
5 **REBUTTAL TESTIMONY OF THOMAS F. HUGHES**  
6

7 **Q. WHAT IS YOUR NAME AND BUSINESS ADDRESS?**

8 A. My name is Thomas F. Hughes. My business address is 101 W. High Street,  
9 Jefferson City, Missouri.  
10

11 **Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR TITLE?**

12 A. I am employed by Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell  
13 Telephone Company ("SWBT") as Vice President-Regulatory for the state of  
14 Missouri.  
15

16 **Q. HAVE YOU PREPARED AN EXHIBIT THAT PROVIDES INFORMATION**  
17 **REGARDING YOUR EMPLOYMENT, EDUCATIONAL BACKGROUND**  
18 **AND APPEARANCES BEFORE THE COMMISSION?**

19 A. Yes. That information is attached as Hughes Schedule 1.  
20

21 **1) Purpose**  
22

23 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

24 A. The purpose of my rebuttal testimony is to respond to the Direct Testimony of Mr.  
25 William Biere on behalf of Chariton Valley, Mr. Oral Glasco on behalf of Alma,

1 Mr. Gary Godfrey on behalf of Northeast and Modern, Mr. David Jones on behalf  
2 of Mid-Missouri, and Mr. Donald Stowell on behalf of MoKan Dial and Choctaw.  
3 I will collectively refer to these companies as the "MITG Companies" or  
4 "Complainants." Because all of the Complainants' direct testimony was  
5 essentially similar, my rebuttal testimony applies to all of the Complainants'  
6 direct testimony.

7  
8 **Q. WHAT ARE THE KEY POINTS OF YOUR TESTIMONY?**

9 A. The key points are:

- 10 ➤ A company like SWBT receives little or no benefit from serving as a transiting  
11 carrier. As long as it is required to allow its network to be used by wireless carriers to  
12 send their traffic to other carriers (i.e., for establishing indirect interconnections  
13 pursuant to the federal Telecommunication Act of 1996 ("Act")), it is inappropriate  
14 and unfair to impose any financial obligation on SWBT for transited traffic. The  
15 Commission should relieve SWBT of any "secondary liability" it may have  
16 previously established for this type of traffic.  
17  
18 ➤ While SWBT agrees that the MITG Companies should be compensated for  
19 terminating wireless traffic, it is the originating carrier (i.e., the wireless carrier) that  
20 should compensate the MITG Companies.  
21  
22 ➤ The MITG Companies' attempt to impose access charges in intraMTA wireless traffic  
23 violates clear prohibitions of the FCC and this Commission. Under the Act, the  
24 appropriate rate is to be set through negotiations. If a rate cannot be agreed to, the  
25 wireless carriers and the MITG Companies should ask the Commission to arbitrate  
26 the rate.  
27  
28 ➤ If required by the Commission to block this traffic, SWBT must be compensated for  
29 its expenses in performing this work.  
30

31 **2) Description of the Traffic**

32  
33 **Q. IS A SWBT CUSTOMER ORIGINATING THE CALLS AT ISSUE IN THIS**  
34 **COMPLAINT CASE?**

1 A. No. The calls which are subject to this complaint are only those originated by retail  
2 customers of the wireless carriers.

3

4 **Q. ARE THESE CALLS TERMINATING TO A SWBT CUSTOMER?**

5 A. No. These calls are being terminated to end user customers of the MITG Companies.

6

7 **Q. IF SWBT CUSTOMERS ARE NOT PLACING OR RECEIVING THESE**  
8 **CALLS, HOW IS SWBT INVOLVED IN THESE CALLS?**

9 A. SWBT serves as the transiting carrier for these calls. Essentially, SWBT switches and  
10 transports the call from the wireless carrier's network to the MITG Company's  
11 network.

12 **Q. IS SWBT COMPENSATED FOR PROVIDING THIS TRANSITING**  
13 **FUNCTION?**

14 A. Yes. SWBT charges between \$0.003 and \$0.004 per minute of use (significantly less  
15 than a penny per minute) for transiting traffic pursuant to interconnection agreements  
16 with wireless carriers. The Commission has approved interconnection agreements  
17 between SWBT and all of the wireless carriers listed in the complaint of the MITG  
18 Companies.

19

20 **Q. HOW DOES SWBT'S TRANSITING RATE COMPARE WITH THE**  
21 **TERMINATION RATES PROPOSED BY THE ILECS IN THEIR TARIFFS?**

22 A. Their proposed termination rates are over 10 times greater than SWBT's transiting  
23 rate. SWBT's transiting rates do not provide compensation for paying ILEC

1 terminating charges. Four of the MITG Companies are billing terminating access  
2 pursuant to their access tariffs, while three of the MITG Companies are currently  
3 billing pursuant to their wireless interconnection tariffs. In either case, the rates they  
4 are seeking for terminating the wireless carriers' traffic is far greater than the rate  
5 SWBT charges the wireless carriers for transiting traffic.

6  
7 **3) SWBT Receives No Benefit from Transiting Traffic and Should Have No**  
8 **Financial Responsibility for it**  
9

10 **Q. MR. JONES CLAIMS THAT SWBT AND SPRINT-MISSOURI ARE**  
11 **SOMEHOW TRYING TO MAINTAIN A "SPECIAL PRIVILEGE" AS**  
12 **TRANSIT PROVIDERS.<sup>1</sup> IS THIS ACCURATE?**

13 A. No. From SWBT's perspective, carriers receive no special privilege or benefit from  
14 serving as transit carriers. Transit traffic only adds to the congestion on our network  
15 and brings our network facilities, which are a finite resource to our company, closer to  
16 exhaust. The transiting fee does not provide compensation to pay ILEC terminating  
17 charges.

18  
19 **Q. HAS A COURT EXAMINED THE FUNCTION PROVIDED BY A**  
20 **TRANSITING CARRIER?**

21 A. Yes. It was recently examined by the Federal District Court in Montana in the 3  
22 Rivers Telephone<sup>2</sup> case. There, a group of nine small LECs, similar to the MITG

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<sup>1</sup> Jones Direct at p. 19.

<sup>2</sup> 3 Rivers Telephone Cooperative, Inc. et al. v. U.S. West Communications, Inc., 125 F. Supp. 2d. 417 (D. Mont. 2000)(appeal pending before the 9<sup>th</sup> circuit).



1 Companies, sued US West for terminating access charges on calls that wireless  
2 carriers and others sent through US West's network to those small LECs for  
3 termination. The small LECs objected to this transiting arrangement and asked the  
4 court to make US West financially responsible for the traffic, even though US West  
5 customers did not make the calls.

6  
7 **Q. HOW DID THE FEDERAL COURT RULE?**

8 A. The Court rejected the small LECs' claim. Noting that the FCC has ruled that LECs  
9 "may not collect terminating access charges from wireless carriers," the Court ruled  
10 that "US West certainly is not obligated to pay terminating access charges to Plaintiffs  
11 for those minutes."<sup>3</sup>

12  
13 **Q. DID THE COURT FIND ANY BENEFIT TO THE TRANSITING CARRIER**  
14 **IN CARRYING THIS TRAFFIC THAT WOULD JUSTIFY IMPOSING ANY**  
15 **LIABILITY ON IT?**

16 A. No. Just the opposite. In also rejecting the small LECs' claim that U.S. West be held  
17 liable for transited intraLATA toll traffic, the Court found that no benefit accrued to  
18 the transiting carrier for which it should be required to pay terminating charges on the  
19 traffic:

20 . . . the Court concludes that the accepted practice provides that the company liable  
21 for the terminating access charge is the company . . . entitled to bill the end  
22 user for long distance calls. . . Plaintiffs nevertheless argue that by "accepting"  
23 the traffic over their network, thereby "elect(ing) to treat all such traffic as its  
24 own," U.S. West is liable for the terminating access charges "having received  
25 the benefit of those transactions." But where is the benefit? If U.S. West is

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<sup>3</sup> Id., at p. 419.

1 not the end-user's long distance carrier and therefore lacks the ability to  
2 receive any compensation through billing for that call, no benefit accrues to  
3 U.S. West for which it should be asked to pay charges to an independent local  
4 exchange company.<sup>4</sup>  
5

6 **Q. IF SWBT RECEIVES NO BENEFIT FROM SERVING AS A TRANSITING**  
7 **CARRIER, WHY IS IT DOING SO?**

8 A. We believe that we are currently obligated to allow other carriers to interconnect with  
9 us and use our network for this purpose. Section 251(a)(1) of the Act states that each  
10 telecommunications carrier has the duty "to interconnect directly or indirectly with the  
11 facilities and equipment of other telecommunications carriers." We believe this  
12 section obligates SWBT to permit the wireless carriers to interconnect with SWBT for  
13 the purpose of establishing an indirect interconnection with other carriers' networks.  
14 SWBT believes it is obligated to allow the wireless carriers to use SWBT's network  
15 to send or "transit" their wireless calls to the networks of other carriers, like the  
16 MITG Companies, for termination.  
17

18 **Q. HAS SWBT EVER SOUGHT ANY LIMITS ON THIS OBLIGATION?**

19 A. Yes. Because facilities at our tandem offices were prematurely approaching exhaust,  
20 we asked the Commission to allow us to establish limits on the amount of traffic  
21 carriers could transit through our network to other telecommunications carriers. In  
22 our last arbitration with AT&T (in its capacity as a CLEC, including its affiliate  
23 TCG), Case No. TO-2001-455, we proposed contract language that would require  
24 AT&T/TCG to establish a direct trunk group to another LEC, CLEC or wireless

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<sup>4</sup> Id. (emphasis added).

1 carrier when AT&T/TCG's traffic to that other carrier reached a threshold of 24 voice  
2 grade trunks.

3

4 **Q. WHAT WAS THE SPECIFIC LANGUAGE SWBT PROPOSED?**

5 A. SWBT proposed the following language:

6 5.1 When transit traffic through the SBC-13STATE Tandem from CLEC to  
7 another Local Exchange Carrier, CLEC or wireless carrier requires 24 or  
8 more trunks, CLEC shall establish a direct End Office trunk group  
9 between itself and the other Local Exchange Carrier, CLEC or wireless  
10 carrier . . .<sup>5</sup>  
11

12 **Q. WHAT WAS SWBT'S REASONING BEHIND THIS REQUESTED**

13 **LANGUAGE?**

14 A. SWBT proposed the 24 trunk threshold because that is the same standard it applies to  
15 itself in determining when to establish direct trunks. We explained that the proposed  
16 language would extend the life of our tandems and would allow additional capacity  
17 for other interconnecting carriers. Although this language would have required  
18 AT&T/TCG to provide their own direct trunking when their traffic reached this  
19 threshold, we indicated that we were still willing to accept their overflow traffic in  
20 order to help prevent disruption of their traffic flows.<sup>6</sup>  
21

22 **Q. HOW DID THE COMMISSION RULE ON THIS ISSUE?**

23 A. The Commission denied SWBT's request. The Commission stated:

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<sup>5</sup> Joint Decision Point List ("Joint DPL") filed May 3, 2001, in Case No. TO-2001-455, Exhibit II-E, Issue 8.

<sup>6</sup> Joint Decision Point List ("Joint DPL") filed May 3, 2001, in Case No. TO-2001-455, Exhibit II-E, Issues 8 and 9.

1 AT&T objects to SWBT's language, arguing that it essentially allows SWBT to  
2 design AT&T's network, it permits SWBT to impose a business plan on AT&T, it  
3 permits SWBT to evade its interconnection obligations under the Act, and that the  
4 24-trunk threshold is too low. AT&T proposes language at Part A, Section 1.0,  
5 that asserts AT&T's right to interconnect with SWBT at any technically feasible  
6 point . . . The Commission will resolve these DPs [Decision Points] by directing  
7 the parties to adopt the positions and language suggested by AT&T. SWBT is  
8 obligated to interconnect with AT&T at any technically feasible point, without  
9 regard to traffic volume. AT&T is free to design its network and to capitalize on  
10 any competitive advantages conferred by its network architecture in conjunction  
11 with SWBT's interconnection duty . . .<sup>7</sup>  
12

13 **Q. WHY DO OTHER CARRIERS CHOOSE TO USE SWBT'S NETWORK TO**  
14 **TRANSIT TRAFFIC?**

15 A. Other carriers seek to use SWBT's network to gain efficiencies for themselves and  
16 their customers. SWBT's network has been in place for years and extends to nearly  
17 every other telephone company in the state (in cases where SWBT does not directly  
18 connect with a particular telephone company, SWBT connects with the tandem  
19 company, like Sprint, that serves the MITG Company). Thus, by establishing a direct  
20 connection with SWBT, wireless carriers can indirectly reach all other telephone  
21 companies in the LATA, including the MITG Companies. The alternative would be  
22 for the wireless carriers to physically build their networks to all other carriers  
23 operating in the state, which wireless carriers have indicated would be inefficient for  
24 them. The Act recognizes these inefficiencies and is why SWBT is required to  
25 interconnect its network with these other carriers.  
26

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<sup>7</sup> In the Matter of the Application of AT&T Communications of the Southwest, Inc., TCG St. Louis, Inc. and TCG Kansas City, Inc. for Compulsory Arbitration of Unresolved Issues with Southwestern Bell Telephone Company pursuant to Section 252(b) of the Telecommunications Act of 1996, Case No. TO-2001-455, Arbitration Order, issued June 7, 2001 at p. 42.

1 **Q. GIVEN THE REQUIREMENT THAT SWBT TRANSIT THIS TRAFFIC AND**  
2 **THE LACK OF BENEFIT TO SWBT FROM DOING SO, HOW SHOULD**  
3 **THE COMMISSION RULE ON THE MITG COMPANIES' REQUEST THAT**  
4 **LIABILITY BE IMPOSED ON SWBT FOR THIS TRAFFIC?**

5 A. The Commission should reject the MITG Companies' attempt to impose liability on  
6 SWBT for transit traffic. As long as SWBT is required to allow its network be used  
7 by wireless (or other) carriers to send their traffic to other carriers, it is inappropriate  
8 and unfair to impose any financial obligation on SWBT for transited traffic. We  
9 would request the Commission to relieve SWBT of any "secondary liability" it may  
10 have previously established for this type of traffic.

11

12 **4) The MITG Companies' Complaint**

13

14 **Q. WHAT IS THE CRUX OF THE MITG COMPANIES' COMPLAINT IN THIS**  
15 **PROCEEDING?**

16 A. The MITG Companies are seeking compensation for terminating wireless-originated  
17 traffic and attempting to get the Commission to impose liability for that traffic on  
18 SWBT and Sprint-Missouri, which merely serve as transiting carriers.

19

20 **Q. IS THE MITG COMPANIES' POSITION CONSISTENT WITH INDUSTRY**  
21 **STANDARDS?**

22 A. No. Under accepted industry standards, the originating carrier - - the one who has the  
23 relationship with the calling party - - is generally responsible for compensating all  
24 downstream carriers involved in completing the call. With respect to the wireless

1 traffic at issue here, it is the wireless carrier that is responsible for paying the  
2 terminating company for terminating the call, and for paying the transiting company  
3 for transiting the call.

4  
5 **Q. HAS THE FCC OR ANY OTHER AUTHORITY RECOGNIZED THIS**  
6 **ARRANGEMENT AS THE INDUSTRY STANDARD?**

7 A. Yes. The FCC, in its Unified Carrier Compensation Regime docket, stated:

8 Existing access charge rules and the majority of existing reciprocal  
9 compensation agreements require the calling party's carrier, whether LEC,  
10 IXC or CMRS, to compensate the called party's carrier for terminating the  
11 call. Hence, these interconnection regimes may be referred to as "calling-  
12 party's-network-pays" (or "CPNP"). Such CPNP arrangements, where the  
13 calling party's network pays to terminate a call, are clearly the dominant form  
14 of interconnection regulation in the United States and abroad.<sup>8</sup>  
15

16 This standard is also reflected in the Federal District Court in Montana's 3 Rivers  
17 Telephone decision. In that case, the Court ruled that U.S. West, which served as the  
18 transiting LEC, was not responsible for paying compensation to the small independent  
19 LECs for terminating wireless-originated calls that transited U.S. West's network.<sup>9</sup>  
20

21 **Q. DOES THE MITG COMPANIES' APPROACH IN TRYING TO IMPOSE**  
22 **LIABILITY ON THE TRANSITING CARRIER SURPRISE YOU?**

23 A. No, not at all. It is unfortunate that the MITG companies are attempting to use this  
24 proceeding as a means of further litigating issues from Case No. TO-99-593, which

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<sup>8</sup> In the Matter of Developing a Unified Carrier Compensation Regime, CC Docket No. 01-92, Notice of Proposed Rulemaking, released April 27, 2001, para. 9 ("Unified Carrier Compensation NPRM") (emphasis added).

<sup>9</sup> 3 Rivers Telephone, 125 F. Supp. 2d. at 419.

1 the Commission established to investigate signaling protocols, call records, trunking  
2 arrangements and traffic measurement following the elimination of the Primary Toll  
3 Carrier Plan in Missouri. They are using this docket to once again advocate the  
4 Commission change the "business relationship" that exists between the transiting  
5 company and the terminating company.

6  
7 **Q. WHAT SHOULD BE THE PRIMARY ISSUES IN THIS PROCEEDING?**

8 A. The primary issues in the case are rather simple: Should the wireless carriers, as the  
9 originating carriers, compensate the MITG companies for terminating traffic to their  
10 customers? If the answer to that question is yes, then what is the appropriate rate?

11  
12 **Q. DID THE DIRECT TESTIMONY FILED BY THE MITG COMPANIES'**  
13 **FOCUS ON THE ISSUE AT HAND?**

14 A. No. Instead of focusing its direct testimony on the real issues in this case, the MITG  
15 companies are trying to divert the Commission's focus again to their attempt to  
16 change the "business relationship."

17  
18 **Q. SHOULD THE MITG COMPANIES BE COMPENSATED FOR**  
19 **TERMINATING TRAFFIC TO THEIR CUSTOMERS?**

20 A. Yes. SWBT agrees with the MITG companies that they should be paid appropriate  
21 compensation for terminating not only wireless traffic but all traffic.

1 **Q. WHY IS IT APPROPRIATE FOR THE COMMISSION TO REQUIRE THE**  
2 **MITG COMPANIES TO SEEK THIS COMPENSATION FROM THE**  
3 **ORIGINATING WIRELESS CARRIERS?**

4 A. As the FCC indicated, the originating carrier is the party with the relationship with the  
5 end user who originated the call.<sup>10</sup> It is through this relationship with the end user  
6 that the originating carrier is able to recover the cost of terminating calls.

7

8 **Q. MR. JONES ATTEMPTS TO PORTRAY SWBT AND SPRINT-MISSOURI AS**  
9 **IXCs (E.G., JONES DIRECT AT PP. 8, 11 AND 13) AND CLAIMS AT PP. 19 –**  
10 **23 THAT THEY ARE TRYING TO OBTAIN AN UNFAIR COMPETITIVE**  
11 **ADVANTAGE OVER THE IXC'S OPERATING IN MISSOURI. IS MR.**  
12 **JONES CORRECT?**

13 A. No. First, transiting carriers like SWBT and Sprint-Missouri are not IXCs. While  
14 they each have IXC affiliates, SWBT and Sprint-Missouri are and have always been  
15 LECs. Second, transiting LECs and IXCs offer significantly different functions that  
16 are not competitive with each other. Moreover, as competitively classified carriers, it  
17 is the IXCs that have the advantage of less regulatory oversight.

18

19 **Q. IS A WIRELESS CARRIER TRANSITING A CALL THROUGH A LEC'S**  
20 **NETWORK THE SAME AS AN IXC USING ANOTHER IXC'S NETWORK?**

21 A. No. The two situations are very different. IXCs that use another IXC's network have  
22 entered into private resale agreements. Under these types of agreements, the reselling

---

<sup>10</sup> Unified Carrier Compensation NPRM, at para. 9.



1 IXC (which may not have any physical facilities of its own) often purchases large  
2 blocks of transmission capacity on the facility-based IXC's network. Under these  
3 agreements, the facility-based IXC not only agrees to carry resellers' traffic across its  
4 own network, but also to terminate it on an end-to-end basis. In offering this type of  
5 end-to-end service, the facilities of the terminating LEC(s) are a component of the  
6 facility-based IXC service and the facility-based IXC must compensate the  
7 terminating LEC(s) for using those facilities. Compensation to the terminating  
8 LEC(s) is under LEC access tariffs which call for meet point billing.

9  
10 These resale arrangements are very common in the industry and represent a separate  
11 wholesale line of business for facility-based IXCs. Facility-based IXCs have  
12 voluntarily chosen to engage in this line of business and is the means by which they  
13 are able to generate additional revenue from the excess capacity on their networks that  
14 they are not using to serve their own retail customers.

15  
16 Transiting LECs are in a very different position. First, they are not offering other  
17 carriers an end-to-end service that includes the actual termination of the connecting  
18 carrier's traffic to a customer on a third carrier's network. Instead, the transiting LEC  
19 offers actual termination of the connecting carrier's calls only to customers within the  
20 transiting LEC's own exchanges. If the call is destined for a customer on another  
21 LEC's network, the transiting LEC only holds itself out to transport or "transit" the  
22 call across its own network so the connecting carrier can reach the network of the  
23 terminating LEC. Under the transiting LEC's access tariffs and interconnection

1 agreements, it only bills for the pieces of its network used by the connecting carrier.

2 It is up to the connecting carrier to separately compensate the terminating LEC for  
3 using its network. That is also what the terminating LECs' access tariffs calls for.

4

5 Second, a transiting LEC does not have a choice in permitting other carriers to  
6 connect with it for the purpose of reaching another carrier's network. Under the Act, a  
7 transiting LEC has a legal obligation to provide transiting to other requesting  
8 telecommunications carriers. The Act, however, imposes no obligation on the  
9 transiting company to pay for another carrier's traffic.

10

11 **5) Rates for Wireless Interconnection Should be Established Pursuant to the Act**

12

13 **Q. THE MITG COMPANIES CLAIM THAT THEY SHOULD BE PAID FULL**

14 **TERMINATING ACCESS RATES<sup>11</sup> FOR TERMINATING WIRELESS**

15 **TRAFFIC IN ABSENCE OF AN INTERCONNECTION AGREEMENT WITH**

16 **A WIRELESS CARRIER. IS THEIR POSITION CONSISTENT WITH**

17 **EXISTING LAW?**

18 A. No. Both the FCC<sup>12</sup> and the Missouri Commission<sup>13</sup> have ruled that access charges

19 may not be imposed on intraMTA traffic. Similar conclusions have been reached by

20 the Federal District Court in Montana, both in the 3 Rivers Case I discussed above

---

<sup>11</sup> While three of the MITG Companies have Wireless Termination Tariffs, they are seeking terminating access rates for traffic terminated by wireless carriers prior to the approval of their Wireless Termination Tariffs. The other four MITG Companies are seeking terminating access for all wireless carrier traffic.

<sup>12</sup> Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, CC Docket No. 96-98 (released August 8, 1996), para. 1036.

<sup>13</sup> In the Matter of Mid-Missouri Telephone Company's Filing to Revise its Access Service Tariff, PSC Mo.-No.2, et al., Case No. TT-99-428, et al., Report and Order, issued January 27, 2000, at p.12; reaffirmed on Remand, Amended Report and Order issued April 9, 2002, at pp. 12-13.

1 and in its recent decision in Mid Rivers Telephone Cooperative Inc. v. Qwest  
2 Corporation, \_\_ F. Supp. 2d \_\_, slip op. Case No. CV-01-163-BLG-RFC (D. Mont.,  
3 April 3, 2002).

4  
5 **Q. MR. JONES, AT P. 5 OF HIS DIRECT TESTIMONY, CLAIMS THAT SOME**  
6 **WIRELESS CARRIERS HAVE "PAID ACCESS RATES FOR SOME**  
7 **TRAFFIC." EVEN IF TRUE, IS THIS RELEVANT?**

8 A. No. As indicated above, both the FCC and this Commission have been clear that  
9 access rates may not be charged on this traffic.

10  
11 **Q. MR. JONES, AT P. 12 OF HIS DIRECT TESTIMONY, CLAIMS THAT SWBT**  
12 **"IS STILL AUTHORIZED TO CHARGE ACCESS RATES" ON WIRELESS**  
13 **TRAFFIC AS THOSE RATES ARE "EQUAL TO SWBT'S TERMINATING**  
14 **ACCESS RATES." SHOULD THE EXISTENCE OF RATES IN SWBT'S**  
15 **WIRELESS CARRIER INTERCONNECTION TARIFF HAVE ANY**  
16 **SIGNIFICANCE IN THIS CASE?**

17 A. No. From a practical standpoint, SWBT's Wireless Carrier Interconnection Services  
18 Tariff has very little relevance because SWBT handles virtually no traffic under it.  
19 This tariff dates back to the early 1990s<sup>14</sup> and is not an access tariff. Prior to the Act,  
20 the FCC permitted LECs to file state tariffs for wireless interconnection. But even  
21 then, it required that those rates be negotiated with the wireless carriers.

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<sup>14</sup> With respect to traffic to third party carriers, the Commission approved SWBT's restructuring of its Wireless Carrier Interconnection Tariff to be a transiting only tariff on December 23, 1997, in Case No. TT-97-524.

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After the Act, the FCC promulgated regulations that recognized such pre-existing wireless interconnection arrangements and provided a safe-harbor for them as long as the LEC was willing to negotiate reciprocal compensation agreements.<sup>15</sup> As the Commission is aware from the numerous interconnection agreements it has approved between SWBT and wireless carriers, SWBT has complied with this FCC requirement. Now, over 99% of all traffic that wireless carriers send to SWBT for transit or termination is via Commission approved interconnection agreements. None of the wireless carriers in this proceeding interconnect with SWBT via SWBT's Wireless Carrier Interconnection tariff.

Moreover, as the Commission is aware, the rates in SWBT's Wireless Carrier Interconnection tariff are a fraction of what the MITG Companies seek to impose in this case.

**Q. HOW SHOULD AN APPROPRIATE RATE FOR THE TERMINATION OF WIRELESS TRAFFIC BE ESTABLISHED?**

A. Under the Act, the appropriate rate is to be set through negotiations. If a rate cannot be agreed to, the wireless carriers and the MITG Companies should ask the Commission to arbitrate the rate.

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<sup>15</sup> 47 C.F.R. section 51.717

1 **Q. MR. JONES, AT P. 7 OF HIS DIRECT TESTIMONY, CLAIMS THAT THE**  
2 **COMMISSION IN CASE NO. TT-97-524 FOUND THAT "THE WIRELESS**  
3 **CARRIERS WERE NOT TO SEND CALLS DESTINED FOR THE MITG TO**  
4 **SWBT, AND SWBT WAS NOT TO DELIVER SUCH CALL, UNLESS THE**  
5 **WIRELESS CARRIER HAD ENTERED INTO AN AGREEMENT WITH THE**  
6 **MITG COMPANY . . ." IS MR. JONES CORRECT?**

7 A. No. The Commission's Report and Order in Case No. TT-97-524 directed SWBT to  
8 reinsert language in its tariff stating that wireless carriers "shall not send calls to  
9 SWBT that terminate in an Other Telecommunications Carrier's network unless the  
10 wireless carrier has entered into an agreement with such Other Telecommunications  
11 Carriers to directly compensate that carrier for the termination of such traffic."<sup>16</sup> It  
12 did not prohibit SWBT from allowing that traffic to transit its network. As the  
13 Commission is aware, at the time it issued that order, wireless traffic had been  
14 flowing in substantial volumes for years. If the Commission had issued such a  
15 prohibition, it would have disrupted cellular traffic across the entire State of Missouri.

16  
17 **Q. WHAT IS THE RATE FOR RECIPROCAL COMPENSATION IN THE**  
18 **COMMISSION APPROVED INTERCONNECTION AGREEMENTS**  
19 **BETWEEN SWBT AND THE WIRELESS CARRIERS IN THIS**  
20 **PROCEEDING FOR INTRAMTA TRAFFIC?**

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<sup>16</sup> In the Matter of Southwestern Bell Telephone Company's Tariff Filing to Revise Its Wireless Carrier Interconnection Service Tariff, P.S.C. Mo.-No. 40, Case No. TT-97-524, Report and Order, issued December 23, 1997, at pp. 21-23.

1 A. Under the Commission approved interconnection agreements with the wireless  
2 carriers, SWBT receives between \$0.004 and \$0.01 for terminating IntraMTA traffic  
3 that is originated by a wireless carrier depending on the type of interconnection<sup>17</sup>  
4 between SWBT and the wireless carrier.

5

6 **Q. WHAT ARE THE TERMS AND CONDITIONS IN THESE**  
7 **INTERCONNECTION AGREEMENTS REGARDING THE WIRELESS**  
8 **CARRIERS OBLIGATION TO COMPENSATE THE ILEC?**

9 A. The interconnection agreements between SWBT and the wireless carriers in this  
10 docket all contain terms and conditions for transit traffic. SWBT's obligation under  
11 these terms and conditions are to transit the traffic to other carriers. The wireless  
12 carriers' obligations are two fold. First, they will enter into an agreement with the  
13 terminating carrier for the termination of traffic to the terminating carriers' end users.  
14 Second, the wireless carrier will pay SWBT for transiting the call.

15

16 **Q. DOES SWBT CONSIDER THE WIRELESS CARRIERS IN VIOLATION OF**  
17 **PROVISIONS IN THEIR INTERCONNECTION AGREEMENTS**  
18 **REQUIRING THEM TO MAKE THEIR OWN ARRANGEMENTS FOR**  
19 **TERMINATING THEIR TRAFFIC TO THIRD PARTIES LIKE THE MITG**  
20 **COMPANIES?**

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<sup>17</sup> The interconnection agreements between SWBT and the wireless carriers allow for three types of interconnection: Type 1, Type 2A, and Type 2B.

1 A. No. It is SWBT's understanding that the wireless carriers have tried to negotiate  
2 terminating arrangements with the MITG Companies, but that the MITG Companies  
3 have not been willing to negotiate in good faith. We understand that the MITG  
4 Companies have either refused to negotiate or have imposed preconditions on  
5 negotiations that would ensure that such negotiations would never get off the ground.  
6 While these details of these issues are more properly addressed by the wireless  
7 carriers and the MITG Companies in this proceeding, I raise them here for the  
8 purpose of explaining why we do not view the wireless carriers as being in violation  
9 of the provisions of our interconnection agreement.

10  
11 In addition, the unreasonableness of MITG Companies' actions should also preclude  
12 them from excising any right to "secondary liability" against SWBT or Sprint-  
13 Missouri. Under the Commission's Report and Order in Case No. TT-97-524,  
14 "secondary liability" was to exist only after the small LEC billed the wireless carrier  
15 and made "good faith efforts to collect."<sup>18</sup> I believe the evidence in this case will  
16 show (as it has in previous cases) that the MITG Companies have not even come  
17 close to making a good faith effort.

18  
19 **Q. WHY DO YOU BELIEVE THE MITG COMPANIES MAY NOT BE**  
20 **INTERESTED IN REACHING AGREEMENT WITH THE WIRELESS**  
21 **CARRIERS?**

---

<sup>18</sup> See Report and Order in Case No. TT-97-524 at p. 21.

1 A. I believe there may be two factors at play. First, the MITG companies want to be  
2 compensated at access rates, or near access rates, for terminating wireless traffic.  
3 Second, they want SWBT to pay them for all the traffic that is terminated to their  
4 customers. This is the so called change in the “business relationship” that they are  
5 advocating.

6

7 **6) Blocking**

8

9 **Q. IN THEIR DIRECT TESTIMONY, THE MITG COMPANIES SEEK**

10 **AUTHORITY TO REQUIRE SWBT TO BLOCK A PARTICULAR**

11 **WIRELESS CARRIER’S TRAFFIC WHEN THEY ARE NOT BEING**

12 **COMPENSATED BY THAT CARRIER. DOES SWBT HAVE CONCERNS**

13 **WITH THIS BLOCKING PROPOSAL?**

14 A. Yes. As stated above, SWBT has an obligation under the Act to allow indirect  
15 interconnection and to permit other carriers to use its network to reach the networks  
16 of other carriers. SWBT believes that without a specific order from the Commission,  
17 it does not have the authority to block transiting wireless traffic at the request of a  
18 terminating carrier when it is having a dispute with the originating carrier. As the  
19 transiting carrier, SWBT is not in a position to know the status of the relationship  
20 between the ILEC and the wireless provider or whether there are appropriate grounds  
21 for stopping the flow of traffic. In addition, without a specific order from the  
22 Commission, SWBT is concerned with incurring liability to the originating carrier for  
23 cutting off its traffic.

24



1    **Q. WOULD SWBT BLOCK THIS TRAFFIC IF ORDERED BY THE MISSOURI**  
2       **COMMISSION?**

3    A. Yes. SWBT would block traffic upon a Missouri Commission order.  
4

5    **Q. HAS THIS SITUATION ARISEN PREVIOUSLY?**

6    A. Yes. In TC-2001-20 (Southwestern Bell Telephone Company's Complaint Against  
7       Mid-Missouri Telephone Company concerning Its Plan to Disconnect the LEC-to-  
8       LEC Common Trunk Groups and Request for an Order Prohibiting Mid-Missouri  
9       from Disrupting Customer Traffic) the Commission ordered SWBT to block certain  
10      traffic destined for Mid-Missouri. SWBT complied with the Commission's order,  
11      although Mid-Missouri recently filed a complaint claiming that some traffic, which  
12      should have been blocked, is now going through.

13

14   **Q. WHY IS SWBT ONLY WILLING TO BLOCK THIS TRAFFIC WITH A**  
15      **COMMISSION ORDER?**

16   A. First, as stated above, SWBT has an obligation under the Act to allow indirect  
17      interconnection and is concerned about incurring liability for stopping the flow of  
18      traffic. Second, this type of work is not in SWBT's normal mode of operation.  
19      SWBT not only incurs cost, but also must divert resources away from other activities  
20      such as central office conversions, NPA relief, large customer requests for services  
21      such as Plexar® and establishing interconnection trunks for CLECs.

22

1 **Q. IF SWBT WERE DIRECTED BY A COMMISSION ORDER TO BLOCK A**  
2 **PARTICULAR CARRIER'S TRAFFIC, IS COST RECOVERY**  
3 **APPROPRIATE?**

4 A. Cost recovery is not only appropriate, it is essential. The transiting rate charged by  
5 SWBT is to help recover the cost of providing the transiting function. It does not  
6 cover any of the costs SWBT would incur in modifying its network to block a  
7 particular originating carrier's traffic to a particular terminating carrier's exchanges.  
8 SWBT currently has no means to recover these costs.

9  
10 **Q. WHO SHOULD BE REQUIRED TO PAY SWBT'S COSTS FOR BLOCKING**  
11 **THIS TRAFFIC?**

12 A. The ILEC which requests the Commission to order SWBT to block the traffic ought  
13 to be responsible since that carrier is requesting it. The Commission found in Case  
14 No. TT-2001-139 "that the requesting small LEC must pay SWBT the cost of  
15 blocking the traffic."<sup>19</sup>

16  
17 **Q. IS BLOCKING A SIMPLE PROCESS FOR SWBT?**

18 A. No. It is a detailed process that requires numerous hours for SWBT to complete. The  
19 actual time to implement blocking depends on the MITG company requesting the  
20 blocking as well as the wireless carrier(s) they are requesting to block.

21

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<sup>19</sup> See Report and Order in Case No. TT-2001-139 at p. 43.

1 **Q. WHAT ARE SOME OF THE VARIABLES THAT FACTOR INTO SWBT'S**  
2 **WORK TO IMPLEMENT BLOCKING?**

3 A. To implement blocking, SWBT must create and add screening tables at its tandem.  
4 These screening tables are added by implementing additional translations work at the  
5 switch. These tables are based upon the NPA NXX of the originating carrier (i.e. the  
6 wireless carrier) and the NPA NXX of the terminating company, i.e. the requesting  
7 MITG company. The translations necessary for SWBT to implement blocking will be  
8 become more numerous over time with the addition of new NPA-NXXs.

9

10 **Q. DOES SWBT BELIEVE THAT BLOCKING SHOULD BE USED ONLY AS A**  
11 **LAST RESORT?**

12 A. Yes. If the ILEC is not being compensated for the calls, ultimately blocking may be  
13 appropriate. However, it should be a last resort, as customers of both the wireless  
14 carrier and the ILEC would be adversely affected by having the traffic blocked.  
15 Requiring a specific Commission order would help insure that blocking was justified  
16 under the circumstances.

17

18 **7) Interconnection with Alltel wireless**

19

20 **Q. THE MITG COMPANIES RAISE AN ISSUE IN THEIR DIRECT**  
21 **TESTIMONY REGARDING TRAFFIC FROM ALLTEL WIRELESS. ARE**  
22 **YOU FAMILIAR WITH THIS INTERCONENCTION ARRANGEMENT?**

23 A. I am aware that Alltel wireless initially had an arrangement with Cingular to terminate  
24 its wireless traffic. In May of 2001, Alltel wireless established an interconnection

1 arrangement with SWBT that allowed Alltel to transit its wireless traffic across  
2 SWBT's network to reach other carriers.

3  
4 **Q. WHEN THE INTERCONNECTION BETWEEN SWBT AND ALLTEL**  
5 **WIRELESS WAS INITIALLY ESTABLISHED, WERE ANY DIFFICULTIES**  
6 **ENCOUNTERED?**

7 A. Yes. While the facilities were established between SWBT and Alltel wireless,  
8 SWBT's system was not initially recording the traffic in St. Joseph, Missouri. This  
9 allowed the wireless traffic from Alltel Wireless to travel across SWBT's network  
10 without the terminating carriers receiving any type of information about the traffic.

11  
12 **Q. WAS SWBT IMPACTED BY THIS SITUATION?**

13 A. Yes. SWBT initially was not recording any of the traffic at the interconnection point  
14 at the St. Joseph switch originated by Alltel wireless, including the traffic that  
15 terminated to SWBT end users. Therefore, SWBT did not bill either its reciprocal  
16 compensation rate or its transiting charges to Alltel wireless on this traffic over an  
17 approximate six-month period. Alltel's interconnection was established on May 3,  
18 2001, at the St. Joseph switch and the recordings were corrected on October 24, 2001.  
19 During this period, SWBT also did not bill Alltel for any traffic that transited  
20 SWBT's network and terminated to another carrier.

21  
22 **Q. WERE SWBT AND ALLTEL WIRELESS ABLE TO RESOLVE THIS**  
23 **MATTER?**

1 A. Yes. After making the necessary translation changes to begin recording the traffic  
2 from Alltel Wireless, SWBT and Alltel Wireless agreed to use the four month period  
3 of including the December 5, 2001 bill period through the March 5, 2002, bill period  
4 to estimate the amount of traffic that was originated by Alltel Wireless and terminated  
5 by SWBT for the six month period when the switch was not recording the traffic.

6

7 **Q. COULD THE MITG COMPANIES UTILIZE THE SAME SETTLEMENT**  
8 **PROCESS FOR COMPENSATION DURING THIS PERIOD OF TIME?**

9 A. Yes. In fact, SWBT discussed with Alltel Wireless the impact of this recording error  
10 on carriers that subtend SWBT's tandem and Alltel Wireless indicated that it was  
11 agreeable to using the same method to estimate the lost traffic that terminated to other  
12 carriers. SWBT notified the MITG Companies so that they could make similar  
13 arrangements with Alltel Wireless if they chose to do so.

14

15 **Q. DO CARRIER TO CARRIER SITUATIONS, SUCH AS SWBT'S INITIAL**  
16 **ERROR IN RECORDING ALLTEL'S WIRELESS TRAFFIC, OCCUR FROM**  
17 **TIME TO TIME?**

18 A. Yes. I believe all carriers strive to have a network that operates at 100% efficiency  
19 and without error. However, it must be remembered that human error will occur even  
20 in the most sophisticated carriers' networks because they are run by people. The  
21 details of network interconnection is also very complicated and from time to time  
22 situations arise that require the carriers to resolve the matter on a carrier to carrier  
23 basis, such as how SWBT and Alltel Wireless resolved this matter. SWBT handled in

1 a similar fashion the recording problem it encountered with its Local Plus® service,  
2 which the MITG Companies once again raise (although they omit the fact that the  
3 issue has long been resolved). Upon discovering its mistake during an investigation  
4 of unidentified traffic, SWBT self-reported its error to the industry and to Staff.  
5 SWBT promptly corrected the problem so that the traffic would be properly recorded  
6 in the future and immediately made appropriate settlements with all affected  
7 downstream carriers.

8  
9 **8) How should the Commission proceed with this Complaint?**

10  
11 **Q. WHAT SHOULD THE COMMISSION ORDER IN THIS CASE?**

12 A. The Commission should deny the MITG Companies' complaint and direct the parties  
13 to negotiate an interconnection agreement under the Act. If the parties conduct good  
14 faith negotiations but are not able to reach agreement on the rates, terms and  
15 conditions, they should request arbitration under the Act.

16  
17 The Commission should also reject the MITG Companies' attempt to impose liability  
18 on SWBT and Sprint-Missouri for transit traffic. As long as they are required to  
19 allow their network to be used by wireless (or other) carriers to send traffic to other  
20 carriers, it is inappropriate and unfair to impose any financial obligation on SWBT  
21 and Sprint-Missouri for transited traffic. The Commission should not impose on  
22 SWBT or Sprint-Missouri any "secondary liability" for this type of traffic.

1  
2 **Conclusion**

3  
4 **Q. PLEASE SUMAMRIZE YOUR REBUTTAL TESTIMONY.**

5 A. It is the originating carrier that has the retail relationship with and is providing the  
6 service to the end user who originates the call. It is the originating carrier that should  
7 be responsible for compensating the terminating carrier for traffic that is terminated.  
8 In this case, it is the wireless carrier's responsibility to compensate the MITG  
9 Companies for traffic that is originated by an end user of the wireless carrier and  
10 ultimately terminated to an MITG Company end user. SWBT is merely providing a  
11 transiting service that allows the call to travel from the originating wireless carrier to  
12 the terminating MITG Company and the transiting rate does not recover the charge to  
13 terminate the call on other carriers' networks. This transiting service SWBT is  
14 providing is a requirement of the Telecommunications Act. Similar to the  
15 interconnection agreements approved by the Commission between SWBT and all of  
16 the wireless carriers in this proceeding, the MITG Companies and the wireless  
17 carriers should negotiate the rates, terms and conditions for interconnection.

18  
19 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

20 A. Yes.  
21  
22

## **SUMMARY OF EDUCATION AND WORK EXPERIENCE**

**Q: WHAT IS YOUR EDUCATIONAL BACKGROUND?**

A: I graduated with a BS in Engineering Management from the University of Missouri -Rolla in 1991. I earned a Master of Business Administration from St. Louis University in 1995.

**Q: PLEASE OUTLINE YOUR WORK EXPERIENCE.**

A: I began my career with Southwestern Bell in 1991 as a Manager Installation/Repair. After assignments in Finance and with Southwestern Bell's Payphone division, I began working in the St. Louis Market Area. There I held positions as Manager Business Office Support and Area Manager Installation and Repair. In 1995, I helped form SBC's Wholesale Marketing Organization. Over the course of 3 years, I held various positions with responsibilities including Resale, SBC's CLEC training and the CLEC website. In 1998, I was appointed Director of the AT&T local account team. I served in that capacity until accepting my current position in October of 1999.

**Q: HAVE YOU PREVIOUSLY APPEARED AS A WITNESS BEFORE THE MISSOURI PSC?**

A: Yes. I appeared before the PSC in numerous dockets, including:

- TX-2000-160 – Rulemaking regarding snap back procedures for CLECs
- TX-2000-708 – Rulemaking Surety Bond
- TO-2000-258 – Local Plus Promotion for SWBT business customers
- TO-99-483 – investigation for the purpose of clarifying and determining certain aspects surrounding the provisioning of Metropolitan Calling Area Service
- TC-2000-325 et al, Southwestern Bell Telephone Company's Complaint Against Mid-Missouri Telephone Company for Blocking Southwestern Bell's Maximizer<sup>sm</sup> 800 Traffic and Request for an Order Requiring Mid-Missouri to Restore the Connection
- TO-2000-261 – in the Matter of the Application of SBC Advanced Services, Inc. for Approval of an Interconnection Agreement with Southwestern Bell Telephone Company
- TO-99-227 - In the Matter of the Application of Southwestern Bell Telephone Company to Provide Notice of Intent to File an Application for Authorization to Provide In-Region InterLATA Services originating in Missouri Pursuant to Section 271 of the Telecommunications Act of 1996



- TT-2001-139, et al – In the Matter of Mark Twain Rural Telephone Company's Proposed Tariff to Introduce its Wireless Termination Service
- TO-2000-667 – In the Matter of the Investigation into the Effective Availability for Resale of Southwestern Bell Telephone Company's Local Plus Service by Interexchange Companies and Facilities-Based Competitive Local Exchange Companies
- TO-99-593 – In the Matter of the Investigation into Signaling Protocols, Call Records, Trunking Arrangements, and Traffic Measurement
- TO-2001-455 – Application of AT&T Communications of the Southwest, Inc., TCG St. Louis and TCG Kansas City, Inc. for compulsory arbitration of unresolved issues with Southwestern Bell Telephone Company pursuant to section 252(b) of the Telecommunications Act of 1996.
- TO-2001-467 – In the Matter of the Investigation of the State of Competition in the Exchanges of Southwestern Bell Telephone Company
- TT-2002-108 – In the Matter of Southwestern Bell Telephone Company's Tariff Filing to Initiate a Business MCA Promotion
- TT-2002-130 – In the Matter of Southwestern Bell Telephone Company's Proposed Revisions to PSC Mo. No. 35 (General Exchange Tariff) Regarding CompleteLink
- TO-2001-438 – In the Matter of the Determination of Prices, Terms, and Conditions of Certain Unbundled Network Elements
- TO-2002-222 – In the Matter of the Petition of MCImetro Access Transmission Services LLC, Brooks Fiber Communications of Missouri, Inc., and MCI WorldCom Communications, Inc., for Arbitration of an Interconnection Agreement With Southwestern Bell Telephone Company Under the Telecommunications Act of 1996.