Exhibit No.:

Issues: Network Architecture Issues: 1 through 18, And Inter-carrier Compensation Issues: 1 And 3 through 7
Witness: John D. Schell, Jr.
Sponsoring Party: AT&T Communications of the Southwest, Inc., TCG Kansas City, Inc., and TCG St., Louis, Inc.
Type of Exhibit: Rebuttal Testimony
Case No.: TO-2005-0336

AT&T COMMUNICATIONS OF THE SOUTHWEST, INC., TCG KANSAS CITY INC. AND TCG ST. LOUIS, INC.

REBUTTAL TESTIMONY

OF

JOHN D. SCHELL, JR.

TO-2005-0336

May 19, 2005

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I. INTRODUCTION

Q. PLEASE STATE YOUR FULL NAME, PRESENT POSITION AND BUSINESS ADDRESS.

A. My name is John D. Schell, Jr. I am a contract employee in the Local Services Access Management group in AT&T Network Services. My business address is 3033 Chain Bridge Road, Oakton, Virginia 22185.

Q. HAVE YOU PREVIOUSLY SUBMITTED DIRECT TESTIMONY AND EXHIBITS IN THIS PROCEEDING?

A. Yes, I previously submitted prepared direct testimony on Network Architecture Issues 1-18 and Intercarrier Compensation Issues 1 and 3 through 7.

II. EXECUTIVE SUMMARY

Q. PLEASE DESCRIBE THE PURPOSE AND A SUMMARY OF YOUR REBUTTAL TESTIMONY IN THIS PROCEEDING.

A. My rebuttal testimony responds to the testimony of SBC witnesses Constable, Douglas, Hamiter, McPhee and Silver regarding network architecture/interconnection and intercarrier compensation disputes. I address all of the issues in Attachment 11: Network Architecture and Attachment 12: Intercarrier Compensation, except Intercarrier Compensation Issue 2, which my colleague Mr. Guepe addresses.

In addressing the issues in this arbitration the Commission should bear in mind that certain Network Architecture and Intercarrier Compensation issues are interrelated and its decisions on Network Architecture issues are impacted by its

decisions on Intercarrier Compensation issues and vice versa. For example, SBC has proposed definitions for key interconnection terms such as "Section 251(b)(5) Traffic" and "ISP-Bound Traffic" in Intercarrier Compensation that conflict with the FCC's definitions in the *ISP Remand Order* and has embedded those erroneously defined terms in its proposed definitions in the Network Architecture attachment. In addition, SBC proposes language in Network Architecture that states that traffic that originates in Internet Protocol (IP) format (that is a packet-switched format) and terminates over the public switched telephone network (i.e., the PSTN in circuit-switched format) is subject to switched access charges and must be delivered to the terminating carrier over Feature Group D access trunks not over local interconnection trunk groups. However, the proper trunk groups for such traffic will be determined by the Commission's decisions on Intercarrier Compensation issues addressing the appropriate compensation for such traffic.

Network Architecture Issues

The majority of the Network Architecture issues in this arbitration address (1) how AT&T's points of interconnection or "POIs" will be determined, (2) the trunking arrangements the Parties will use, (3) the types of traffic that will be carried on the interconnection trunk groups and (4) whether SBC is obligated to provided transit service or simply provides such service as a matter of grace. In its proposed language, SBC is seeking dramatic, major changes in how AT&T's POIs are determined, in the trunking arrangements the Parties use, in the types of

traffic carried on the interconnection trunk groups and in the terms and conditions for transit services while AT&T's proposed language generally continues the status quo in each of these areas.

As I explain in my testimony, SBC's proposed definitions and language require AT&T to establish POIs at SBC-specified locations at SBC-specified traffic thresholds within SBC-specified time frames, thereby usurping AT&T's lawful right under the Act and FCC rules to determine the location of its POI(s) and to interconnect at any technically point on SBC's network. Of course, SBC's proposal also increases the CLEC cost to enter into and compete in a market. SBC's proposed trunking language would (1) require AT&T to establish trunk groups to every local exchange area in which AT&T offers service, (2) requires AT&T to establish trunk groups to multiple tandem switches in the same local exchange area when SBC has separate local and access tandem switches, and (3) establishes an inappropriate trigger point, i.e., a DS-1 level of traffic, at which AT&T must trunk to SBC's end offices. Thus, as it does with POIs, SBC's proposed language requires AT&T to establish trunking according to SBC's preferences. SBC's proposed trunking language not only interferes with AT&T's right to specify the method of interconnection, it requires AT&T to splinter fewer, larger, more efficient trunk groups into many small inefficient trunk groups.

In my rebuttal testimony, I respond to SBC's arguments in support of its positions on POI and trunking issues and I explain how the FCC and the courts have

consistently held that the competitive local exchange carrier or "CLEC" has the statutory right under the Act to select the location of a technically feasible point of interconnection, i.e., the POI, and FCC Rule 47 C.F.R. § 51.305(a)(2) codifies that right. In addition, the FCC has consistently held that the CLEC has the right to select any technically feasible method of interconnection, for example, the trunking arrangement, and that right is codified in 47 C.F.R. § 51.321(a). Finally, Federal rules 47 C.F.R. §§ 51.305(e) and 51.321(d) provide that an incumbent LEC that denies a request for interconnection at a particular point or for a particular method of obtaining interconnection must prove to the state commission that the requested point or method of obtaining interconnection is not technically feasible. I submit to the Commission that SBC has not even attempted to prove to this Commission that any of AT&T's requested interconnection arrangements or language is not technically feasible.

Finally, the Parties disagree on whether SBC is required to provide transiting as a result of its Section 251(c) interconnection obligations. The transiting services addressed in this issue relate to the provision of tandem switching and common transport provided by SBC for the exchange of local and intraLATA toll traffic between AT&T and LECs other than SBC, such as other CLECs, Independent Companies and CMRS carriers. While SBC currently provides transit services at TELRIC-compliant prices to AT&T, SBC now claims that it is not required to carry transit traffic pursuant to the Act or any FCC rules and it proposes that it provide transit services subject to a separate commercial agreement at "market-

based" rates. The appropriate intercarrier compensation for transit service, i.e., TELRIC-based rates or market-based rates, is the subject of Issue 3 in Intercarrier Compensation.

Intercarrier Compensation Issues

As I stated earlier, the Parties disagree on the traffic that is included within the definition of Section 251(b)(5) traffic and therefore on whether reciprocal compensation or access charges apply to certain types of traffic. SBC takes the position that 251(b)(5) traffic must originate and terminate to end users physically located within the same ILEC mandatory local calling area, otherwise access charges apply to the traffic. SBC applies its definition of Section 251(b)(5) traffic to all traffic including ISP-bound traffic and IP-enabled traffic, which results in access charges being inappropriately applied to both of those traffic types. As my testimony explains, the FCC repudiated the local/non-local distinction in the *ISP Remand Order* and expressly stated that all traffic is Section 251(b)(5) traffic and is subject to reciprocal compensation unless it falls within the exemptions set forth in Section 251(g) of the Act, i.e., the Section 251(g) carve-out provision. My testimony explains why ISP-bound traffic is not subject to the Section 251(g) carve out and therefore is Section 251(b)(5) traffic. Further, that FCC has determined that all ISP-bound traffic is interstate traffic and has established the applicable compensation regime and that compensation regime applies to all ISP-bound traffic and not just to traffic between end users and ISPs that have a

physical presence within the same the same mandatory local calling area as SBC proposes in its language.

My testimony also explains that IP-enabled services that are also Information Services fall within the scope of the Enhanced Services Exemption from access charges and therefore such traffic can be routed over local interconnection trunks and is subject to reciprocal compensation arrangements like other types of Section 251(b)(5) traffic. AT&T is simply asking the Commission to apply the Enhanced Services Exemption in the manner that the current law provides.

In my testimony, I respond to SBC's arguments in support of its position on the definition of 251(b)(5) traffic and the application of access charges to IP-enabled traffic that falls within the scope of the ESP exemption and explain why the Commission should reject SBC's proposed language. I also address SBC's arguments that it should be allowed to market price its transit service for which SBC agrees there is no economic alternative in Missouri.

Q. HOW IS YOUR TESTIMONY ORGANIZED?

A. I have organized my testimony numerically by Attachment and then by issue number as they appear in the Master List of Issues. I will address the Network Architecture /Interconnection issues in Attachment 11 first.

III. DISPUTED ISSUES – ATTACHMENT 11: NETWORK ARCHITECTURE/ INTERCONNECTION

Issue 1: Should Attachment 11 include definitions of terms used in SBC MISSOURI'S proposed language? If so, are SBC MISSOURI'S proposed definitions appropriate?

Q. PLEASE SUMMARIZE AT&T'S POSITION ON ISSUE 1.

A. While AT&T agrees with some of SBC's proposed definitions, many of SBC's proposed definitions are inaccurate or create uncertainty in light of how SBC uses the defined terms in its proposed contract language, and Mr. Hamiter's testimony explaining SBC's proposed definitions does not assuage AT&T's concerns in those regards.

Q. PLEASE IDENTIFY THE DEFINITIONS THAT AT&T DOES NOT OBJECT TO *PER SE.*

A. AT&T does not object *per se* to SBC's definitions of "6.1: Access Tandem Switch", "6.3: Facility-based Provider", "6.7: Local tandem", "6.8: Local/Access Tandem Switch", "6.9: Local Calling Area", "6.11: Local/IntraLATA Tandem Switch" and "6.14: Meet Point Trunk Group". However, as I explained in my direct testimony, AT&T does object when SBC uses such terms, e.g., Local/IntraLATA Tandem Switch, in contract language that eviscerates AT&T's rights under the Act and the FCC's implementing rules to select the POI or to determine the method of interconnection, e.g., the interconnection trunking arrangement between the Parties.

Q. IN HIS TESTIMONY, MR. HAMITER CLAIMS EACH OF SBC'S PROPOSED DEFINITIONS IS ACCURATE AND APPROPRIATE. DO YOU AGREE?

A. No. Many SBC's definitions are inaccurate and have been specifically formulated to advance SBC's positions in this Arbitration.

Q. PLEASE IDENTIFY SBC'S INCORRECT DEFINITIONS AND EXPLAIN WHY EACH DEFINITION IS INCORRECT.

A. First, as I explained in my direct testimony at pages 7-8, SBC definitions of "Section 251(b)(5) Traffic" and "ISP-Bound Traffic" in Section 1.2 of Attachment 12 are inconsistent with the FCC's definitions in the *ISP Remand Order*. Specifically, SBC's proposed definitions limit these traffic types to only traffic that both originates and terminates to end users physically located in the same SBC-defined local calling area. In the *ISP Remand Order* the FCC imposed no such physical limitation on ISP-bound or § 251(b)(5) traffic and the proper interpretation of that *Order* in light of the DC Circuit Court of Appeal's decision on appeal is that all traffic is subject to § 251(b)(5) unless carved out by § 251(g). Limiting § 251(b)(5) and ISP-bound traffic, which is § 251(b)(5) traffic per the D.C. Circuit Court's decision, as SBC does is inconsistent with the narrow scope of the § 251(g) carve out. SBC then incorporates its improper definitions of §251(b)(5) and ISP-Bound Traffic in its Attachment 11 in its definitions for "6.6: ISP-Bound Traffic", "6.10: Local Interconnection Trunk Groups", "6.12: Local Only Tandem Switch", "6.13: Local Only Trunk Groups" and "6.17: Section 251(b)(5) Traffic" thereby incorrectly defining both the compensation (reciprocal

compensation versus access charges) that AT&T must pay SBC for terminating such traffic and the traffic that can be exchanged over local interconnection groups and through a local tandem switch.

In addition, SBC's proposed definitions for "6.10 Local Interconnection Trunk Groups" and "6.13 Local Only Trunk Groups" mandate that such trunk groups will be two-way groups, i.e., that the Parties will use two-way interconnection trunking. In that regard, SBC's proposed definitions for these terms violate 47 C.F.R. § 51.305(f), which gives the CLEC the right to determine whether it will use one-way or two-way interconnection trunk groups.

Next, as I explained at page 8 of my direct testimony, SBC's proposed definition for "Offers Service" is inaccurate. AT&T does not have to open an NPA-NXX code, or pool a block of numbers or have actually ported in the first telephone number before it "offers service" in an area.

Q. DOES MR. HAMITER'S TESTIMONY CLEAR UP THE UNCERTAINTY IN HOW SOME OF SBC'S DEFINED TERMS APPLY IN LIGHT OF SBC'S PROPOSED CONTRACT LANGUAGE?

A. No. Three of SBC's definitions are particularly troubling in this regard, i.e., the definitions for "End Office" / "End Office Switch", "Remote End Office Switch" and "Tandem Serving Area".

Q. PLEASE EXPLAIN YOUR CONCERN REGARDING SBC'S PROPOSED DEFINITIONS FOR END OFFICE/END OFFICE SWITCH AND REMOTE END OFFICE SWITCH.

A. SBC does not distinguish between End Office Switches and Remote End Office Switches in defining a CLEC's interconnection responsibilities under SBC's proposed contract language for (1) Section 1.1.4 of Attachment 11, Part A, which requires AT&T to establish POIs at SBC's end offices under SBC's specified conditions; (2) Section 1.0 of Attachment 11, Part C, which requires AT&T to establish trunk groups in each local exchange area where AT&T offers service; and (3) Section 1.3 of Attachment 11, Part C, which requires AT&T to establish direct end office trunk groups when the traffic exchanged between the Parties to a SBC end office exceeds one DS-1 for a period of one month, with traffic adjusted for anomalies. Differentiating these different types of offices is important because interconnecting carriers normally do not interconnect directly at a remote switch location but at the host switch that provides support functions for the smaller remote switch. AT&T has raised this issue in other arbitrations with SBC and SBC has yet to clarify its use of the two terms in its proposed contract language.

Q. WHY IS THIS CLARIFICATION IMPORTANT?

A. According to the April 2005 Local Exchange Routing Guide ("LERG"), SBC has 264 end offices/end office switches in Missouri and 179 of these are remote end

office switches that are hosted by 34 end office switches.[1] SBC could use its definitions and contract language to require AT&T to establish trunk groups to the remote end office locations instead of to the host end offices that supports the remote switches.[2] SBC could also use its definitions and proposed language to require AT&T to establish POIs at remote end office locations when the traffic exchanged between the Parties to such offices "exceeds twenty-four (24) DS1s at peak over three (3) consecutive months,"[3] instead of establishing the POI at the centrally located host end office that supports the remote switch.

Q. WHAT IS YOUR CONCERN REGARDING SBC'S DEFINITION OF TANDEM SERVING AREA?

A. AT&T is concerned that if the Commission were to adopt SBC's proposed definition for Tandem Serving Area and SBC's proposed language in Section 1.1.4 of Attachment 11, Part A, which it should not do, SBC could manipulate AT&T's POI obligations by simply changing its data in the LERG, which is completely within SBC's purview and control.

Q. PLEASE EXPLAIN HOW SBC COULD MANIPULATE THE LOCATIONS OF AT&T'S POIS.

A. SBC's proposed definition for Tandem Serving Area ("TSA") states a "TSA is an SBC Missouri area defined by the sum of all local calling areas served by SBC Missouri End Offices that subtend an SBC tandem for Section

[1] I incorrectly stated the number of SBC end offices in Missouri as 272 and the number of remote switches as 80 at page 10 of my direct testimony.
[2] *See* SBC's proposed language in Attachment 11, Part C, Sections 1.3.
[3] *See* SBC's proposed language in Attachment 11, Part A, Section 1.1.4.

251(b)(5)/IntraLATA Toll Traffic as defined in the LERG."[4] SBC's proposed language in Section 1.1.4 of Attachment 11, Part A, requires AT&T to establish a POI in the Tandem Serving Area ("TSA") when the traffic between an existing POI and the TSA or between the POI and an end office that is not served by an SBC Missouri tandem for Section 251(b)(5)/IntraLATA Toll Traffic (i.e., an end office that is not part of a TSA) exceeds 24 DS-1s at peak over three consecutive months. By changing its data in the LERG, which is wholly within SBC's control, SBC can change AT&T's POI obligations. For example, SBC can add or decommission Local/IntraLATA tandems and can unilaterally determine whether an end office subtends one of its Local/IntraLATA tandems and can change such determination if it so chooses. Clearly, it makes a big difference whether the traffic threshold is for traffic to a single end office or is for aggregated traffic to a TSA, i.e., all of the traffic to the Local/IntraLATA tandem and all of the end offices that subtend that tandem. When the traffic threshold is met on a TSA basis, AT&T would only have to establish a single POI within the TSA to serve all of the end offices within such TSA. On the other hand, if end offices were not part of a TSA, then AT&T would have to establish a POI at <u>each</u> end office when the traffic threshold is met to such end office. Thus, by adding or decommissioning Local/IntraLATA tandems and unilaterally determining whether or not an end office subtends one of its Local/IntraLATA tandems, SBC

[4] SBC defines 251(b)(5)/IntraLATA Toll Traffic in Section 6.18 of Attachment 11. An SBC tandem switch handling 251(b)(5)/IntraLATA Toll Traffic is defined as a Local/IntraLATA Tandem Switch in Section 6.11 of Attachment 11 and in Mr. Hamiter's testimony at page 18, lines 5-10.

can significantly change the number of POIs that AT&T is obligated to establish within a LATA.

Q. IS THERE A SIGNIFICANT DISCREPANCY BETWEEN MR. HAMITER'S TESTIMONY REGARDING THE TYPES OF TANDEM SWITCHES THAT SBC HAS DEPLOYED IN MISSOURI AND THE DATA SBC HAS PLACED IN THE LERG?

A. Yes, there is a significant discrepancy and that discrepancy significantly impacts AT&T's POI obligations under SBC's proposed language. Mr. Hamiter's testimony states SBC has three combined Local, IntraLATA and InterLATA tandems in Missouri, STLSMO0501T, STLSMO2101T and KSCYMO5503T.[5] However, according to the April, 2005 LERG, SBC has no combined Local/intraLATA Tandem switches serving SBC's End Offices in Missouri. Schedule JS-6 is a distillation of an extract from the April 2005 LERG and identifies all of SBC's End Offices in Missouri and the Access Tandem, Local Tandem and IntraLATA tandem for each End Office. That data shows that, according to the LERG, SBC has no end offices in Missouri that are served by an SBC Missouri combined Local/IntraLATA tandem.

Q. PLEASE EXPLAIN HOW THE DIFFERENCE IN TANDEM SWITCH DESIGNATIONS IMPACTS AT&T'S POI OBLIGATIONS.

A. Using the tandem switch designations in Mr. Hamiter's testimony, AT&T would be obligated to establish a POI in each of the two St. Louis TSAs (STLSMO0501T and STLSMO2101T) and in the Kansas City TSA

[5] *See* Hamiter direct testimony at page 18, lines 12-13 and the charts for LATA 520 and 524 on pages 38-39.

(KSCYMO5503T) when the traffic between an existing POI and such TSA exceeds the 24 DS-1 threshold. On the other hand, using the data in the LERG, AT&T would not have an obligation to establish more than one POI in the St. Louis and Kansas City LATAs until the traffic between that single POI and an SBC end office in the LATA exceeds 24 DS-1s. Thus, the differences in switch designations impacts both when AT&T has to establish additional POIs and the number of additional POIs that AT&T is obligated to establish under SBC's proposed definitions and language.

This major discrepancy simply points out one of the problems with having AT&T's POI obligations tied to a document, the LERG, which is outside the four corners of the agreement, even a document that Mr. Hamiter states is critical to all carriers[6] and one which SBC uses to trunk and route calls.[7] Clearly, AT&T's POI obligations should not be tied to a document that SBC can change at will during the period of the contract.

Q. IS THERE AN UNDERLYING PREMISE THAT RUNS THROUGH MR. HAMITER'S TESTIMONY CONCERNING SBC'S PROPOSED DEFINITIONS FOR SWITCHES AND TRUNK GROUPS?

A. Yes. Mr. Hamiter's testimony creates the impression that the various types of tandem switches that SBC has deployed are somehow limited to functioning in the manner that SBC has deployed them. The inference of course is that SBC's proposed definitions have to apply to SBC's network architecture and CLECs

[6] *See* Hamiter direct testimony at page 59, line 13.
[7] *Id.* at Page 59, lines 16-17.

simply have to accommodate SBC's definitions and network arrangements and/or preferences when interconnecting to its network. SBC even seeks to include a network architecture definition that is not applicable in Missouri today but which it may or may not choose to utilize in the future.[8]

It is important to understand that SBC decides the type or types of traffic that each of its tandem switches will switch and whether a particular tandem switch functions as an "Access Tandem", or a "Local/Access Tandem Switch", or a "Local/intraLATA tandem Switch", or a "Local Only Tandem Switch". SBC then places that switch functionality information in the LERG. Thus, SBC's tandem switches can switch any type of traffic that SBC chooses to have them switch and SBC lists its decisions in that regard in the LERG.

SBC's proposed definitions are at the heart of the Parties' disputes on many of the Network Architecture issues. Clearly, SBC has crafted its proposed definitions to force AT&T to interconnect on SBC's terms. However, in deciding the issues in this arbitration, the Commission should keep in mind that SBC has an obligation to make reasonable accommodations for CLEC interconnection and CLECs such as AT&T are not required to simply accept SBC's preferences when interconnecting. Given the 100-year monopoly head start that SBC had on all Missouri CLECs, including AT&T, it is obvious that no CLEC has, or will any time soon, match the scale economies of SBC. Competition would be stifled if a

[8] *See* Hamiter direct testimony at page 17, lines 13-19 regarding SBC's proposed definition for a Local Only Tandem. SBC concedes that it has no such tandem switches in Missouri but wants to

new entrant into the market, such as AT&T, is required to establish POIs and a trunking network that are as widely dispersed as SBC's incumbent network, which was built over the course of 100 plus years. However, that is exactly what SBC's proposed definitions and contract language require. The FCC has clearly stated that the incumbent LEC has the obligation to accommodate the CLEC's network architecture and not vice versa, as SBC would have it:

> If incumbent LECs were not required, at least to some extent, to adapt their facilities to interconnection or use by other carriers, the purposes of sections 251(c)(2) and 251(c)(3) would often be frustrated. For example, Congress intended to obligate the incumbent to accommodate the new entrant's network architecture by requiring the incumbent to provide interconnection "for the facilities and equipment" of the new entrant. Consistent with that intent, the incumbent must accept the novel use of, and modification to, its network facilities to accommodate the interconnector or to provide access to unbundled elements.[9]

Q. DOES AT&T SEEK TO DELIVER TRAFFIC TO SBC WITHOUT REGARD TO LERG ROUTING, AS MR. HAMITER SEEMS TO ALLEGE AT PAGE 59 OF HIS TESTIMONY?

A. No. AT&T is not seeking to deliver traffic without regard to the LERG and AT&T's proposed language clearly does not do that.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. If the Commission believes it is appropriate to include definitions in Section 6 of Attachment 11, then AT&T has no objection to including the definitions that I stated AT&T did not object to *per se.* However, if the Commission believes it is

include the definition in case it decides to deploy a local only tandem in the future.

[9] *Local Competition Order* at ¶ 202.

appropriate to include additional definitions, then some of those definitions will need to be conformed to the Commission's decisions on the implicated issues. This is true because some of SBC's proposed definitions have been specifically crafted to support SBC's network architecture and intercarrier compensation proposals. For example, should the definition for "Local Interconnection Trunk Groups" and "Local Only Trunk Groups" specify that such trunk groups are two-way in contravention of 47 C.F.R. § 51.305(f), which gives the CLEC the right to determine whether it will use one-way or two-way interconnection trunk groups? AT&T believes it should not and the Commission should delete "two-way" from SBC's proposed definitions if it decides to include those definitions. If the Commission resolves Network Architecture Issue 4 by adopting AT&T's proposed POI language in Section 1.2 of Attachment 11, Part A, then SBC's proposed definition for TSA serves no purpose. In summary, if the Commission chooses to include some definitions in Section 6, then it will need to insure that such definitions conform to its decisions on related issues. One way it could do this is to require the Parties to agree upon and submit a set of definitions that conform to the Commission's decisions on the issues.

Issue 2: Should the ICA preserve AT&T's right to interconnect with SBC MISSOURI in accordance with applicable law, rules and regulations?

Q. WHICH SBC WITNESSES ADDRESS THIS ISSUE?

A. SBC witnesses Hamiter addresses Network Architecture/Interconnection Issue 2.

Q. PLEASE DESCRIBE ISSUE 2.

A. AT&T has proposed language in Section 1.1 of Attachment 11, Part A to make clear that SBC's network includes outside plant locations and customer premises locations and is not limited solely to SBC's tandem switch and end office locations as SBC would have it.

Q. DOES AT&T AGREE THAT IT MUST INTERCONNECT WITHIN SBC'S NETWORK?

A. Yes. SBC witness Hamiter erroneously attempts to frame the issue as one in which AT&T is claiming that its point of interconnection does not have to be on SBC's network, as required by Section 251(c)(2) of the Act.[10] In doing so, SBC mischaracterizes both the issue and AT&T's position. AT&T agrees that the point of interconnection ("POI") it selects must be on SBC's network. The dispute between the Parties centers on the definition of SBC's network and SBC's attempt to extend the FCC's *Triennial Review Order*[11] decision regarding access to unbundled network elements ("UNEs") under Section 251(c)(3) to SBC's obligations to interconnect with CLECs for the exchange of traffic under Section 251(c)(2), despite the FCC's express statement that its *Triennial Review Order* decision does not affect an incumbent LEC's obligations under Section 251(c)(2).

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10 *Telecommunications Act of 1996*, Pub. L. No. 104-104, 110 Stat. 56.

11 Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Dkt. Nos. 01-338, 96-98, 98-147, FCC 03-36 (rel. Aug. 21, 2003) ("*Triennial Review Order*" or "*TRO*").

Q. DO YOU AGREE WITH MR. HAMITER'S ASSERTION THAT THE REVISED DEFINITION OF THE UNBUNDLED DEDICATED TRANSPORT ELEMENT IN THE *TRIENNIAL REVIEW ORDER* IMPACTED INTERCONNECTION FOR THE EXCHANGE OF TRAFFIC UNDER SECTION 251(C)(2)?

A. No, and Mr. Hamiter's assertion that it does is baseless. SBC is attempting to expand the FCC's definition of an unbundled dedicated transport facility under 251(c)(3) to apply to "network" as that term is used in 251(c)(2). However, it is clear from the FCC's language in ¶¶ 365 and 366 of the *TRO* that the FCC is addressing the definition of dedicated transport unbundled network element ("UNE") as it applies under the unbundling obligations of Section 251(c)(3) and is not addressing the definition of "network" as that term applies to SBC's network interconnection obligations under Section 251(c)(2) of the Act.

The discussion in paragraph 366 of the TRO regarding the extent of an incumbent local exchange carrier's ("ILEC") network that Mr. Hamiter quotes from at page 99 of his testimony has to be read in context. The entire focus of paragraphs 365-369 is related to a discussion of the revised definition of the incumbent LEC's dedicated transport network *for purposes of redefining the ILEC's UNE access obligations pursuant to 251(c)(3)*.[12] Thus, these paragraphs do not radically redefine the interconnection obligations of an ILEC in general as suggested by SBC; nor do they create a limitation on the definition of the ILEC's network for purposes of an ILEC's 251(c)(2) obligations. Rather, the FCC went out of its way

to point out that its decision regarding the scope of the incumbent LEC's UNE access obligations related to dedicated transport was not intended to affect in any way an incumbent LEC's interconnection obligations, including the definition of "within the ILEC's network" for interconnection purposes.

Therefore, it is clear that the FCC did not rule that all of the ILEC's network facilities that are used in the provision of services to customers, including end users, IXCs and CLECs are no longer accessible since, somehow, they no longer are part of SBC's network. Clearly, when SBC provides a local service to an end user or an access service to an IXC, the ownership for the network facilities does not pass to the customer.

Q. ISN'T WHAT THE FCC SAID OR MEANT IN ITS *TRIENNIAL REVIEW ORDER* IN REGARD TO DEDICATED FACILITIES NOW A MOOT POINT?

A. Yes. In the subsequent *Triennial Review Remand Order* (*TRRO*)[13] the FCC determined that the original definition of dedicated transport adopted in the *Local Competition Order* should be reinstated. This reinstated definition of dedicated transport now once again includes entrance facilities.[14] Specifically, as noted in the *TRRO*, the *Local Competition Order* defines dedicated transport as:

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[12] In paragraph 366 of the TRO, the FCC specifically stated "[W]e note that, to the extent that requesting carriers need *facilities* in order to 'interconnect[] with the [incumbent LEC's] network,' section 251(c)(2) of the Act expressly provides for this and *we do not alter the Commission's interpretation of this obligation."*

[13] Order on Remand, *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* WC Docket No. 04-313, CC Docket No. 01-338, FCC 04-290, (rel. February 4, 2005) ("*Triennial Review Remand Order"* or "*TRRO*")

[14] *TRRO* at para.136.

> Incumbent LEC transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers[15]

Thus, SBC's attempt to rely on the FCC's definition of a dedicated network transport facility in the *Triennial Review Order* to somehow support its network arguments regarding interconnection points and the scope of its network is based on a definition that has now been summarily rejected by the FCC. The reinstated definition includes entrance facilities as part of the "incumbent LEC transmission facilities". Clearly, there is nothing left to debate. The FCC has spoken and there is no question that such facilities are part of SBC's network and interconnection on such facilities is interconnection on SBC's network.

Q. IN ADDITION TO THE REINSTATEMENT OF THE DEDICATED TRANSPORT DEFINITION FROM THE *LOCAL COMPETITION ORDER,* ARE THERE OTHER REASONS WHY THE *TRRO* DOES NOT SUPPORT SBC'S POSITION?

A. Yes. As I explained in my direct testimony, the FCC clearly and unambiguously ruled that SBC's entrance facilities must remain available as an interconnection facility at TELRIC pursuant to Section 251(c)(2). In paragraph 140 of the *TRRO,* the FCC stated:

> We note in addition that our finding of non-impairment with respect to entrance facilities does not alter the right of competitive LECs to obtain interconnection facilities pursuant to section 251(c)(2) for the transmission and routing of telephone exchange

[15] *Id.*

> service and exchange access service.[16] Thus, competitive LECs will have access to these facilities at cost-based rates to the extent that they require them to interconnect with the incumbent LEC's network. (footnote included)

Thus, Mr. Hamiter's reliance on the *TRO* as support for SBC's position on interconnection issues under § 251(c)(2) is simply misplaced. It is remarkable that for this interconnection issue Mr. Hamiter relies entirely on the FCC's UNE decision in the *TRO*, but it is even more remarkable now that the FCC in the *TRRO* has reaffirmed that SBC's "network," for UNE purposes does include entrance facilities and other facilities that SBC contends are outside of its "network."

Q. AT PAGE 99 OF HIS TESTIMONY, MR. HAMITER STATES THAT CUSTOMER PREMISES AND OUTSIDE PLANT DO NOT QUALIFY AS PART OF SBC'S NETWORK FOR THE PURPOSE OF INTERCONNECTION. DO YOU AGREE?

A. No. Mr. Hamiter says, "Typically, SBC Missouri designs these facilities to serve end users and not carriers." AT&T is not seeking to interconnect at a residence or on copper pairs, but at locations suitable for carrier interconnection. As I explained in my direct testimony, AT&T is seeking the right to interconnect at SBC customer locations where SBC has deployed synchronous optical network ("SONET") high-capacity fiber optic network facilities, including carrier hotels[17] [where SBC interconnects with Competitive Access Providers ("CAPs"), CLECs and interexchange carriers ("IXCs")] and AT&T switch locations. SBC's

[16] *Triennial Review Order*, 18 FCC Rcd at 17204, para. 366.

network includes not only its switch locations, but also other locations where SBC has deployed synchronous optical network ("SONET") interoffice transmission facilities, e.g., OC-3, OC-12 or OC-48 network facilities, which are the same network facilities that comprise SBC's network between and among its tandem and end office locations. SBC installs, operates, maintains, repairs, depreciates and generally exercises ownership prerogatives with respect to these facilities, which are part and parcel of SBC's plant-in-service and in SBC's rate base. An SBC witness on ROW issues, Mr. Jones, testified in the recent Kansas arbitration that SBC considers the poles and conduit, as well as cable deployed by SBC to customer locations on that ROW, to be part of SBC's network.[18] Similarly, if SBC has deployed high-capacity fiber optic network facilities to an AT&T location, then that location is clearly on SBC's network and can be designated as an interconnection point or POI by AT&T. In short, it is clear that SBC's outside plant facilities and network facilities that SBC has extended to customer locations including carrier hotels and AT&T locations are perfectly legitimate points "on SBC's network." There is absolutely no technical basis for any SBC assertion that interconnection must only occur at its tandem and end office switch locations as Mr. Hamiter asserts at page 99, line 23 of his testimony. And the legal basis that Mr. Hamiter cites to has been rejected by the FCC.

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[17] Newton's Telecom Dictionary, Seventeenth Edition, February 2001, defines a carrier hotel as "A term for a building that houses many local and long distance telephone companies."

[18] KCC Docket No. 05-AT&T-366-ARB, Tr. at p. 515 (Jan. 12, 2005).

Q. PLEASE COMMENT ON MR. HAMITER'S TESTIMONY THAT AT&T'S LANGUAGE SHIFTS ITS INTERCONNECTION OBLIGATIONS TO SBC.

A. AT&T is not attempting to shift any obligations or costs to SBC. Under AT&T's proposed language, the originating carrier is financially responsible for all of the traffic originating on its network as required under current Federal Rules.[19]

Q. IS AT&T SEEKING "SOLE DISCRETION AS TO WHEN, WHERE AND HOW TO ESTABLISH A POINT OF INTERCONNECTION (POI)" AS MR. HAMITER ALLEGES AT PAGE 99 OF HIS TESTIMONY?

A. No and it is remarkable that SBC would even make such a statement given that SBC's proposed language in Sections 1.1.0 through 1.1.5 in Attachment 11, Part A requires AT&T to establish POIs at SBC-specified locations, at SBC-specified traffic thresholds, and within an SBC-specified timeframe![20] In fact, under AT&T's proposed language, if SBC believes that the "when, where or how" associated with a point of interconnection requested by AT&T is not technically feasible, then SBC can present proof to this Commission that AT&T's requested interconnection is not feasible and the Commission makes the final determination, not AT&T.[21] The point is that SBC is seeking to unilaterally control AT&T's choice of interconnection, and the FCC's rules give that right to AT&T, subject only to the oversight of this Commission if SBC raises very specific concerns about technical feasibility. SBC has not raised such concerns. At most, SBC has raised very generalized, abstract and hypothetical concerns in an effort to obtain

[19] *See* 47 C.F.R. § 51.305(a)(2) and 47 C.F.R. § 51.703(b).
[20] SBC's proposed language in Sections 1.1.1 through 1.1.5 in Attachment 11, Part A is the subject of Network Architecture/Interconnection Issue 4.

contract language that will give SBC more control over AT&T's choice of interconnection than the law allows.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. The Commission should adopt AT&T's proposed "outside plant facilities, and customer premises" language for Section 1.1 in Attachment 11, Part A. AT&T's language conforms to § 251(c)(2) of the Act and to the FCC's implementing rule 47 C.F.R. § 51.305. The language makes it clear that AT&T is not limited to SBC's tandem switch and end office locations when selecting a POI.

Issue 3: Should the ICA include obligations for the provision of transit services?

Issue 4c: (SBC) Should a non-251/252 service such as Transit Service be negotiated separately?

Q. IS AT&T'S PROPOSAL TO CONTINUE THE STATUS QUO?

A. Yes. Today, SBC has provided transit services to AT&T at TELRIC-based rates since the Commission's decision in Case No. TO-97-40, the original AT&T-SBC arbitration in Missouri. AT&T merely seeks to extend this arrangement to the new ICA. Indeed, the existing arrangement has worked well. I am unaware of any SBC-generated complaint with the status quo.

Q. WHY DOES SBC SEEK A RADICAL CHANGE FROM THE STATUS QUO FOR TRANSIT SERVICE?

A. I can think of no other reason other than SBC's desire to have complete freedom to unilaterally impose the rates, terms and conditions for such service. For

[21] *See* 47 C.F.R. §§ 51.305(e) and 51.321(d).

example, in Schedule JSM-1 to Mr. McPhee's direct testimony, SBC proposes to raise the transit rate for all transit minutes of use ("MOUs") by 30% if AT&T transits more than 13 million MOUs in a month. SBC's position is that it will set the rates and terms for the provision of transit service in its Transit Traffic Service Agreement and the CLEC can decide if it wants to purchase the "optional service".

Q. HOW DO YOU RESPOND TO SBC'S TESTIMONY?

A. In his testimony, Mr. McPhee explains in general why SBC believes it is not obligated to provide transit service and in my direct testimony I explain why SBC is obligated to continue to provide transit service and why SBC's provision of transit service at cost-based rates is in the public interest. Unfortunately, the FCC has yet to establish clear rules on this issue. So, for now, this matter is up to the states to decide.

Q. HAS SBC OFFERED ANY TESTIMONY SHOWING HOW THE PUBLIC INTEREST IS SERVED BY ITS POSITION?

A. No. What is most telling about SBC's testimony on this issue is that it is totally devoid of any public interest rationale for its position, which is no surprise, since no supporting public interest reason exists.

Mr. McPhee simply opines "transit traffic is not within the scope of Section 251(b)(5) traffic" and "[b]y attempting to include transit traffic within the definition of Section 251(b)(5), CLECs are inappropriately attempting to shift the responsibility for paying reciprocal compensation from the originating carrier to

the transiting provider."[22] In my direct testimony at pages 19-24, I explain why SBC has an obligation to provide transit service and point out that other Commissions such as Michigan and Ohio have determined that SBC has an obligation to provide transit service and I explain why it is in the public interest for SBC to be required to continue to provide transit service at cost-based rates.[23]

Q. WHAT IS THE PUBLIC INTEREST WITH RESPECT TO SBC'S PROVISION OF TRANSIT SERVICE?

A. Today, there is no competitive alternative to SBC's transit service in Missouri - none. To my knowledge, there is no other carrier operating in Missouri that has existing interconnections with all other carriers in a LATA. Today, every carrier in Missouri, every independent telephone company, every CMRS provider and every CLEC absolutely depends on SBC's transit service to exchange traffic with some other non-SBC carrier in at least some instances. Without some effective market force to constrain SBC's transit rates, all of these carriers depend on the Commission's regulation of SBC's transit service. Granting SBC's radical proposal would therefore be a license for SBC to use its monopoly position to extract from its competitors rates far above SBC's costs, or worse, to cripple the competitor's ability to serve customers if the CLEC cannot pay SBC's monopoly transit rates.

[22] McPhee direct testimony, page 49, lines 17-19.

Q. DOES SBC AGREE THAT THERE IS NO ECONOMIC ALTERNATIVE TO ITS TRANSIT SERVICE?

A. Yes. At page 52 of his testimony, Mr. McPhee states:

> SBC Missouri realizes that not all smaller carriers are able to directly interconnect with the myriad of other telecommunications providers in a given area. As a matter of economics, there may not be a large enough "community of interest" (or levels of traffic) between two smaller carriers to make direct interconnection an efficient option. SBC Missouri, therefore, offers its transit service as a means for these smaller carriers to exchange traffic with all other carriers.

Q. IS MR. MCPHEE CORRECT THAT TRANSIT TRAFFIC IS NOT WITHIN THE SCOPE OF § 251 OF THE ACT?

A. No, he is not. As I explained in my direct testimony at pages 19-20, AT&T believes SBC has an obligation pursuant to Section 251(c) of the Act to continue to allow carries that are not directly connected with one another to exchange traffic with one another via SBC's network. This interpretation of SBC's 251(c)(2) obligation is consistent with the terms of Section 251(a)(1) of the Act that requires carriers to accept indirect interconnection. The FCC acknowledged this in ¶ 997 of the *Local Competition Order* in which it found that the indirect interconnection requirement of Section 251(a)(1) could be satisfied by two non-incumbent LECs "interconnection with an incumbent LEC's network". In such a circumstance, the two non-incumbent LECs are indirectly interconnecting with

[23] The North Carolina Commission found that Verizon is required to provide transit service at TELRIC. *See, In the Matter of Petition of Verizon South, Inc. for Declaratory Ruling that Verizon is Not Required to Transit InterLATA EAS Traffic between Third Party Carriers and Request for Order Requiring Carolina Telephone and Telegraph Company to Adopt Alternative Transport Method,* Order Denying Petition, Docket No. P-19, SUB 454 (Sept. 22, 2003) at 6-7. The Texas

each other pursuant to Section 251(a)(1), through the interconnections with the incumbent LEC's network at a technically feasible point pursuant to Section 251(c)(2).

Q. HOW HAS SBC ATTEMPTED TO JUSTIFY ITS POSITION THAT IT SHOULD CEASE PROVIDING TRANSIT SERVICE AT REASONABLE TELRIC PRICES?

A. In an effort to find some support for SBC's position, Mr. McPhee offers his interpretation of the phrase "mutual exchange of traffic" as it is used in 47 C.F.R. § 51.5:

> Interconnection is the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.[24]

Mr. McPhee asserts "In all events, direct and indirect interconnection under the Act involves the mutual exchange of traffic with SBC Missouri's network (i.e., traffic must originate or terminate on SBC Missouri's network)" and "The CLECs transiting service issues implicate neither of these forms of interconnection."[25] He goes on to state, "interconnection under Section 251(c)(2) refers only to the physical linking of two networks for *the mutual exchange of traffic*."[26]

Public Utility Commission also recently ruled that SBC must continue to provide transit service at TELRIC rates. Docket No. 28821, Arbitration Award, pg. 23 (Feb. 23, 2005).

[24] 47 C.F.R. § 51.5.

[25] McPhee direct testimony at page 50, lines 6-10.

[26] *Id* at lines 13-14.

Q. HOW DO YOU RESPOND TO MR. MCPHEE'S ASSERTION?

A. The phrase "mutual exchange of traffic" simply refers to traffic exchanged between parties. For example, SBC sends traffic to AT&T and AT&T accepts the traffic. In doing so, the Parties have "mutually exchanged" such traffic. It is as simple as that. Logically, Congress did not intend to impose an interconnection obligation on ILECs without requiring both parties, the ILEC and the CLEC, to accept traffic from the other's network. However, the "mutuality" requirement imposed by the FCC's rules is simply designed to ensure that interconnection is a two-way street and it was not designed, as SBC would have this Commission believe, to only allow two types of cars, e.g., SBC's and AT&T's, to ride on that street. SBC's position incorrectly constrains the meaning of "mutual exchange of traffic" as it applies to SBC to encompass only traffic that originates or terminates on SBC's network, thus limiting the application of the term "interconnection" as it is used in Section 251(c)(2) of the Act. SBC's interpretation also limits the public interest benefits of interconnection under Section 251(c)(2). There is no language in the Act or the FCC's rules that supports SBC's constrained interpretation of the phrase "mutual exchange of traffic."

Q. IS AT&T ATTEMPTING TO "SHIFT RESPONSIBILITY FOR PAYING RECIPROCAL COMPENSATION FROM THE ORIGINATING CARRIER TO THE TRANSITING PROVIDER" AS MR. MCPHEE ASSERTS AT PAGE 49 OF HIS TESTIMONY?

A. No. By its very nature the transiting obligation involves certain activities associated with the traffic of other carriers. AT&T is only proposing a minimum

set of obligations that are necessary to make transiting an effective way for parties to exchange traffic.

First, AT&T has agreed that it will provide indemnification to SBC for unnecessary expenditures associated with wrongful billing on the part of third parties for traffic originating on AT&T's network. Moreover, AT&T is willing to reimburse SBC for any bills it pays to third parties that should have been paid by AT&T. Thus, SBC is made whole and is not disadvantaged in any way by AT&T's transit proposal for traffic originating on AT&T's network.

Second, AT&T is proposing that SBC ensure that the information received from third party carriers is passed through to AT&T so that AT&T can identify the originator of the traffic and implement the appropriate billing. AT&T, as the receiver of the transit traffic, has no ability to control the passage of this information and traffic passed to AT&T over the interconnection trunk groups appears to be SBC's originating traffic unless SBC provides information to AT&T indicating otherwise. SBC, on the other hand, as the transit provider, bills the originating carrier for the transiting function and therefore has the ability to ensure as a prerequisite of providing transit service that the necessary billing information is provided either by the transiting carriers or SBC. The imposition of this obligation is not a significant burden and is a reasonable requirement to impose when compared to the benefits provided via the implementation of an effective transiting regime.

Q. CAN SBC IDENTIFY THE ORIGINATING CARRIER FOR WHICH IT PROVIDES TRANSIT SERVICE AND THEREFORE PROVIDE THAT INFORMATION TO AT&T?

A. Yes. In the Texas Arbitration in Docket No. 28821, in response to a question from Staff, SBC witness Neinast stated that even in situations where SBC does not have the calling party number ("CPN"), it can always identify the originating carrier based on the originating trunk group on which the traffic arrives.[27]

Q. WHY IS SBC'S PROPOSAL TO USE SEPARATE COMMERCIAL AGREEMENTS AND TO CHARGE A "MARKET" RATE FOR TRANSIT SERVICE UNREASONABLE?

A. First, SBC is asking the Commission to approve its plan to offer a monopoly transit service subject to an unregulated commercial agreement. SBC's plan would allow SBC to impose whatever rates, terms and conditions it chooses, without Commission oversight, for a transit service that every carrier in Missouri, every independent telephone company, every CMRS provider and every CLEC absolutely depends on SBC to provide in at least some instances. As the North Carolina Commission concluded,

> It strains credulity to believe Congress in TA96 intended, in effect, to impair this ancient practice and make it merely a matter of grace on the part of ILECs, when doing so would inevitably have a

[27] *See* Schedule JS-5 in my direct testimony, Transcript of Proceedings Before the Public Utility Commission of Texas, Austin, Texas, *Arbitration of Non-costing Issues for Successor Interconnection Agreement to the Texas 271 Agreement*, Docket No. 28821, Wednesday, September 22, 2004 at pages 309-310.

tendency to thwart the very purposes that TA96 was designed to allow and encourage.[28]

Second, a true market rate only exists if there are legitimate competitive alternatives. When there are competitive alternatives, the alternative carriers exert market pressure to keep the rates at a reasonable level. However, there has been no showing that there are competitive alternatives to SBC's transit service in Missouri and therefore a "market rate" has no relevance. In fact, SBC has clearly stated its plan to raise the transit rate for all transit minutes of use ("MOUs") by 30% if a CLEC transits more than 13 million MOUs in a month.[29]

Finally, transit service is an obligation imposed on SBC pursuant to Section 251(c)(2) of the Act and the applicable pricing standard under Section 252(d)(1) of the Act is a TELRIC-based rate not a market-based rate.

Q. PLEASE COMMENT ON MR. MCPHEE'S STATEMENT IN FOOTNOTE 25 THAT IF THE COMMISSION DETERMINES THAT TRANSIT SERVICE SHOULD BE INCLUDED IN THE AGREEMENT, SBC WANTS TO ENSURE THAT APPROPRIATE TRANSIT SERVICE TERMS ARE INCLUDED.

A. SBC was unwilling to negotiate in good faith the terms for transit service. However, if the Commission decides that Transit service should be included in the agreement, SBC now takes the position that it wants an opportunity to arbitrate its preferred language. SBC cannot have it both ways and refuse to

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[28] *In the Matter of Petition of Verizon South, Inc. for Declaratory Ruling that Verizon is Not Required to Transit InterLATA EAS Traffic between Third Party Carriers and Request for Order Requiring Carolina Telephone and Telegraph Company to Adopt Alternative Transport Method,* Order Denying Petition, Docket No. P-19, SUB 454 (Sept. 22, 2003) at 6-7.

[29] *See* Schedule JSM-1, page 8.

negotiate genuine Section 251(c)(2) terms for Transit service, but then also propose non-Section 251 transit terms for the Commission to adopt as part of this Section 251 arbitration. If the Commission agrees with AT&T that the Agreement should address transit service, then the Commission should adopt AT&T's proposed language.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. The Commission should adopt AT&T's proposed language relating to transit service in Section 1.1 of Attachment 11, Part A and Section 1.2.2 in Attachment 11, Part B. Consistent with adopting AT&T's language, the Commission should also reject SBC's proposed language in Section 1.0 of Attachment 11, Part C that states "Local Interconnection Trunk Groups will be established for the transmission and routing of AT&T End Users' Section 251(b)(5)/IntraLATA Toll Traffic and shall not be used for the transmission and routing of third party originated Section 251(b)(5)/IntraLATA Traffic" and "Local Only Trunk Groups will be established for the transmission and routing of AT&T End Users' Section 251(b)(5) Traffic and ISP-Bound Traffic [and] shall not be used for the transmission and routing of third party originated Section 251(b)(5) Traffic and ISP-Bound Traffic."

Issue 4: (AT&T) Should SBC be permitted to limit AT&T's right to interconnect at any technically feasible point?

Issue 4b: (SBC) Should AT&T interconnect at more than one POI per LATA once traffic exceeds a 24 DS-1 threshold?

Q. PLEASE DESCRIBE ISSUES 4 AND 4B.

A. Issues 4 and 4b address how AT&T determines the location of its POIs. The underlying issue is: does AT&T have the right to establish its POI at any technically feasible point on SBC's network as provided in Section 251(c)(2)(B) of the Act or can SBC require AT&T to establish POIs at SBC-specified locations at SBC-specified traffic thresholds, thereby usurping AT&T's right to determine the location of its POI(s) and to interconnect at any technically point on SBC's network as provided in the Act?

Q. WHAT SUPPORT DOES SBC OFFER FOR ITS POSITION ON ISSUE 4?

A. SBC witness Hamiter addresses Issue 4 and implies that a single POI is an expensive form of interconnection but offers absolutely no evidence to support the implication[30] and then argues that (1) a single POI within the LATA is a "market entry vehicle" only; (2) the Fifth Circuit's decision in *Southwestern Bell Telephone Co. v. Public Service Commission of Texas*[31] is not dispositive of the issue; and (3) multiple POIs provide additional reliability and diversity.

[30] *See* Heading for Section X of Mr. Hamiter's direct testimony and related footnote 26 and his testimony on page 90, lines 6-13.

[31] 348 F.3d 482 (5th Cir. 2003)

Q. BEFORE ADDRESSING THE POINTS MR. HAMITER MAKES IN SUPPORT OF SBC'S POSITION, PLEASE COMMENT ON MR. HAMITER'S CHARACTERIZATION OF THE GOAL OF THE NEW ICA.

A. At page 87 of his testimony, Mr. Hamiter states, "The goal of the new ICA should be to carefully delineate POI location and allocation of cost so as to fairly accomplish interconnection pursuant to the mandates of the Act." AT&T believes the goal of the new ICA should be to incorporate contract language that provides for interconnection and allocation of cost pursuant to the mandates of the Act and the FCC's implementing Rules, and AT&T is attempting to do just that with its proposed language. AT&T does not agree, and neither should the Commission, that the goal of the new ICA is to spell out and lock down AT&T's and SBC's current and future POI locations, thereby usurping AT&T's rights under § 251(c)(2)(B) of the Act and 47 C.F.R. § 51.305 to determine the location of its POI(s) and interconnect with SBC at any technically feasible point on SBC's network. However, that is exactly what SBC is attempting to do in this arbitration. SBC's proposed language in Sections 1.0 through 1.1.5 of Attachment 11, Part A, requires AT&T to establish POIs at SBC-specified locations at SBC-specified traffic thresholds within SBC-specified time periods. Simply stated, SBC cannot dictate where AT&T will interconnect now or in the future. That is not a right accorded SBC anywhere in the Act or the FCC's Rules and SBC cites no such authority for its proposed language, nor could it, since it does not exist.

The Commission should reject SBC's inappropriate and self-serving goal for the new ICA and its proposed POI implementation language in Sections 1.0 through 1.1.5 of Attachment 11, Part A.

Q. DOES AT&T HAVE THE RIGHT TO SELECT ITS POI UNDER THE ACT UNDER THE ACT AND THE FCC'S IMPLEMENTING RULES?

A. Yes. The Act and FCC orders provide that CLECs may interconnect at any technically feasible point. Specifically, § 251(c)(2) of the Act and FCC Rule 47 C.F.R. § 51.305(a)(2) obligates SBC to allow interconnection at any technically feasible point within its network. In its *Local Competition Order*, the FCC explained:

> The interconnection obligation of section 251(c)(2), discussed in this section, **allows competing carriers to choose** the most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carriers' costs of, among other things, transport and termination of traffic.[32] (emphasis added)

Q. PLEASE EXPLAIN THE ONLY WAY SBC CAN DENY AT&T'S SELECTION OF A POI LOCATION ON SBC'S NETWORK.

A. The FCC specifically addressed this question in its *Texas, Kansas and Oklahoma 271 Orders.* In the *Texas 271 Order* the FCC stated:

> Section 251, and our implementing rules, require an incumbent LEC to allow a competitive LEC to interconnect at any technically feasible point. **This means that a competitive LEC has the option to interconnect at only one technically feasible point in each LATA. The incumbent LEC is relieved of its obligation to provide interconnection at a particular point in its network only if it proves to the state public utility commission that**

[32] *Local Competition Order* at ¶ 172 (emphasis added).

> **interconnection at that point is technically infeasible.** Thus, new entrants may select the "most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carriers' costs of, among other things, transport and termination." Indeed, "section 251(c)(2) gives competing carriers the right to deliver traffic terminating on an incumbent LEC's network at any technically feasible point in the network, rather than obligating such carriers to transport traffic to less convenient or efficient interconnection points." [33] (emphasis added)

In its Kansas and Oklahoma 271 Order, the FCC observed:

> SWBT further shows that, for purposes of interconnection to exchange local traffic, a competitive LEC may choose a single, technically feasible point of interconnection within a LATA.[34] (emphasis added)

The Commission should note that in both cases the FCC stated that a competitive LEC has the option to interconnect at only one technically feasible point in each LATA and not that a new entrant has the option to interconnect at a single point within the LATA as SBC is asserting in this arbitration. Moreover, part of the standard in the FCC's rules for technical feasibility is that in order for an ILEC to claim that an interconnection is technically *infeasible* the ILEC "must prove to a state commission by clear and convincing evidence that such interconnection,

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[33] Memorandum Report and Order, *Application by SBC Illinois Communications Inc., Southwestern Bell Telephone Company, And Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas*, CC No. 00-65, ¶ 78 (rel. June 30, 2000) (*"Texas 271 Order"*).

[34] Memorandum and Order, FCC 01-29, *Joint Application by SBC Illinois Communications Inc., Southwestern Bell Telephone Company and Southwestern Bell Communications Services, Inc. d/b/a/ Southwestern Bell Long Distance for Provision of In-region, interLATA service in Kansas and Oklahoma*, CC Docket No. 00-217, ¶ 232 (rel. January 22, 2001)("*Kansas and Oklahoma 271Order*").

access, or method would result in specific and significant adverse network reliability impacts."[35] SBC never cites to this standard.

At bottom, it appears that SBC did what was necessary to gain approval to offer interLATA services under Section 271 of the Act and now that it has that authority, it not only wants to use this arbitration to eliminate AT&T's right to choose a single technically feasible point of interconnection within the LATA, it wants to dictate where and when AT&T establishes its POIs.

Q. HAS SBC MADE ANY SHOWING OR EVEN ATTEMPTED TO SHOW THAT INTERCONNECTION AT A SINGLE POINT WITHIN THE LATA OR THAT AT&T'S CURRENT POIS ARE NOT TECHNICALLY FEASIBLE?

A. No. SBC has not made any showing whatsoever that the use of a single POI within the LATA is technically infeasible or becomes infeasible at some volume of traffic, e.g., 24 DS-1s. The fact that MCI in its Texas arbitration with SBC agreed to establish an additional POI when the traffic exceeds 24 DS-1s or that the Texas Commission approved such language is not by no means the requisite showing required by 47 C.F.R. 51.305(e), which states:

> An incumbent LEC that denies a request for interconnection at a particular point must prove to the state commission that interconnection at that point is not technically feasible.

[35] 47 C.F.R. §§ 51.5, 51.305(e) and 51.321(d).

Of course, in accordance with 47 C.F.R. 51.305(d), it is indisputable that AT&T's current POIs are technically feasible because the Parties have been using such POIs to exchange traffic for years. Federal Rule 47 C.F.R. 51.305(d) states:

> Previous successful interconnection at a particular point in a network at a particular level of quality constitutes substantial evidence that interconnection is technically feasible at that point . .

In summary, SBC has not even attempted to show that a single POI within the LATA or that AT&T's current POIs here in Missouri are not technically feasible. Therefore, SBC cannot be excused from its obligation to interconnect at such points and certainly SBC cannot dictate where AT&T will interconnect now or in the future. That is not a right accorded SBC anywhere in the Act or the FCC's Rules.

Q. PLEASE RESPOND TO MR. HAMITER'S STATEMENTS REGARDING INTERCONNECTION ON SBC'S NETWORK.

A. At page 91 of his testimony, Mr. Hamiter states, "AT&T's proposal disregards the plain language of the Act and its requirements . . . in an attempt to force SBC Missouri to interconnect with AT&T outside of SBC Missouri's network." As I stated in my testimony on Network Architecture Issue 2, AT&T agrees it must interconnect on SBC's network. What the Parties disagree on is the definition of SBC's network, which the Parties are addressing in Issue 2. And, as I explained in my testimony on Issue 2, SBC's attempt to rely on the FCC's definition of a dedicated network transport facility in the *Triennial Review Order* to somehow support its network arguments regarding interconnection points and the scope of

its network, is based on a definition that has now been summarily rejected by the FCC in the *TRRO*. The reinstated definition includes entrance facilities as part of the "incumbent LEC transmission facilities". Clearly, there is nothing left to debate. The FCC has spoken and there is no question that such facilities are part of SBC's network and interconnection on such facilities is interconnection on SBC's network.

Q. DOES A SINGLE POI MEET THE FCC'S DEFINITION OF AN EXPENSIVE FORM OF INTERCONNECTION?

A. No. If it did, the FCC certainly would have pointed it out in its statements affirming a CLEC's right to interconnect at a single point within a LATA. For example, in its order approving SBC's 271 application for interLATA authority in Texas, the FCC stated that Section 251 of the Act gives competing local service providers the option to interconnect at as few as one technically feasible point within each LATA:[36]

> New entrants may select the most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carriers' cost of, among other things, transport and termination. Indeed, "section 251(c)(2) gives competing carriers the right to deliver traffic terminating on an incumbent LEC's network at any technically feasible point in the network, rather than obligating such carriers to transport traffic to less convenient or efficient interconnection points."

In the Kansas and Oklahoma 271 Order, the FCC stated:

[36] *Texas 271 Order* at ¶ 78.

> Section 251, and our implementing rules, require an incumbent LEC to allow a competitive LEC to interconnect at any technically feasible point. This means that a competitive LEC has the option to interconnect at only one technically feasible point in each LATA. (citing *Local Competition Order* ¶¶ 172, 209).[37]

In an interconnection dispute in Oregon, the FCC intervened as *amicus curiae* and urged the court to reject US West's argument that the Act requires a competing carrier to "interconnect in the same local exchange in which it intends to provide local service."[38] The FCC's brief in that case stated:

> Nothing in the 1996 Act or binding FCC regulations requires a new entrant to interconnect at multiple locations within a single LATA. Indeed, such a requirement could be so costly to new entrants that it would thwart the Act's fundamental goal of opening local markets to competition.[39]

Nowhere in these pronouncements does the FCC include any proviso stating that a single POI constitutes an expensive form of interconnection. Clearly, the FCC would not have omitted reference to such an important proviso if it existed.

Second, the term "expensive interconnection" is not even addressed in either the Act or the FCC's rules. While the FCC mentioned expensive interconnection in paragraphs 199 and 209 in its *Local Competition Order,* neither one of these paragraphs provide any support for an assertion that a single POI is an expensive form of interconnection. In fact, Paragraphs 199 and 209 address

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[37] *Kansas and Oklahoma 271 Order* at ¶ 232.

[38] Memorandum of the Federal Communications Commission as Amicus Curiae, at 20-21, *US West Communications Inc., v. AT&T Communications of the Pacific Northwest, Inc., et al.* (No. CV 97-1575-JE) (D. Or. 1998).

[39] *Id.* at 20.

interconnection-specific costs and not single versus multiple POIs. For example, paragraph 199 states that a CLEC that desires a technically feasible but expensive interconnection would, pursuant to § 252(d)(1), be required to bear the cost of that interconnection. This sentence is part of a discussion of "technically feasible" interconnection and refers to the right of an ILEC to recover significant interconnection expenses associated with the *physical linking* of two networks. Said another way, paragraph 199 relates to the *how* of interconnection, not the *where.* For example, in this same section, the Commission notes how Congress intended to obligate ILECs to accommodate new entrants' interconnection requests by accepting novel uses of and modification to its network equipment to accommodate the interconnector. Thus, it is this type of extra interconnection cost that this paragraph is addressing.

An example of an expensive interconnection arrangement would be a case where the CLEC wanted to use microwave radio to interconnect and such interconnection would require the ILEC to erect a formidable microwave tower on the roof of its building. The carrier requesting this "technically feasible" but expensive interconnection would, pursuant to §252(d)(1), be required to bear the ILEC's cost of constructing the tower. Obviously, it is technically feasible to interconnect using microwave radio, but if the LEC has no tower facility to accommodate such interconnection, it is more costly for the ILEC because of the need to erect a tower to accomplish that feat.

Likewise, paragraph 209 addresses the reimbursement of interconnection costs and not single versus multiple POIs. This paragraph, which is part of a discussion of technically feasible points of interconnection, acknowledges that a particular technically feasible point could impose additional interconnection costs on the ILEC. It was meant to make the general point that the economic self-interest of the interconnecting carrier will cause it to choose the most efficient form of interconnection. Continuing with the example we cited above, the interconnecting carrier would make an economic tradeoff between using microwave radio and bearing the ILEC's cost of constructing the tower versus the cost of some other method of interconnection.

Q. IS A SINGLE POI PER LATA ONLY A MARKET ENTRY VEHICLE AS SBC ALLEGES?

A. No, and SBC does not cite to a single FCC rule or pronouncement to support its bald-faced assertion. There is no requirement in the Act or in the FCC's implementing Rules that requires the CLEC to interconnect at multiple POIs with in a LATA. If such requirement existed, surely SBC would not have missed the opportunity to cite to it. Contrary to SBC's assertion, and as I detailed in my direct testimony at pages 32-39, Section 251(c)(2)(B) of the Act entitles AT&T to select a single POI and the FCC has consistently applied the Act to prevent incumbent LECs from increasing CLECs' costs by requiring multiple points of interconnection as SBC is attempting to do with its proposed language.

The simple fact is that there is nothing in the current law, the FCC's rules or any of the FCC's orders that states that a new entrant or competitive local exchange carrier[40] is no longer a new entrant or competitive local exchange carrier, and must interconnect at multiple points, when certain, specified conditions are met.[41]

Q. WHAT WAS THE FCC'S DECISION IN THE *VIRGINIA ARBITRATION ORDER* REGARDING A CLEC'S RIGHT TO INTERCONNECT AT A SINGLE POI IN A LATA?

A. As I explained in my direct testimony at pages 35-36, the FCC addressed the principles relating to a CLEC's right to select a POI in a Section 251 arbitration case before the Wireline Competition Bureau at the FCC.[42] In that case, Verizon's proposed language required AT&T to establish multiple POIs within the LATA. If AT&T didn't establish such POIs, then Verizon proposed that AT&T pay Verizon for the transport costs that Verizon incurred to deliver its originating traffic from its originating switch to AT&T's switch or POI. AT&T's proposal, on the other hand, provided that AT&T has the right to designate a single POI per LATA at any technically feasible point, and that Verizon must be financially responsible for the transport of its traffic to that POI.

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[40] A review of the FCC's Orders shows that the FCC uses "new entrant" and "competitive local exchange carrier" interchangeably. The FCC uses the terms to distinguish such carriers from the incumbent LECs.

[41] Section 251(h)(2) provides limited circumstances where a CLEC would be deemed to be an incumbent LEC, but SBC has not asserted (and it cannot) that AT&T has "replaced [the] incumbent local exchange carrier. Therefore, Section 251(h)(2) has no application here.

[42] The Wireline Competition Bureau of the FCC preempted the jurisdiction of the Virginia State Corporation Commission to arbitrate disputes between Verizon Virginia, Inc. and WorldCom, Inc., Cox Virginia Telecom, Inc., and AT&T Communications of Virginia, Inc. in a consolidated docket. *Petition of WorldCom, et al.*, *Memorandum Opinion and Order*, CC Docket Nos. 00-218, 00-249, 00-251, DA 02-1731 (rel. Jul. 17, 2002) ("*Virginia Arbitration Order*"), ¶¶ 52-53.

The FCC rejected Verizon's proposal and approved AT&T's language. Specifically, the FCC found the AT&T proposal was more consistent with 47 C.F.R. § 51.703(b) prohibiting a LEC from charging a CLEC for traffic originating on the LECs network and 47 C.F.R. § 51.305(a)(2) allowing a CLEC to connect at any technically feasible point, including a single point of interconnection in a LATA (¶¶ 52 & 53).

Q. WHY IS THE FCC'S DECISION IN THE *VIRGINIA ARBITRATION ORDER* IMPORTANT?

A. The FCC's Wireline Competition Bureau decision is entitled to significant deference because the people who interpreted the FCC's rules were the senior policy advisers of the agency whose rules they were interpreting and applying. In the absence of any affirmative indication by the FCC that contradicts the Bureau's interpretation, a decision by the Wireline Competition Bureau on delegated authority has the same legal force and effect as an order of the full Commission. [43]

Q. PLEASE COMMENT ON MR. HAMITER'S ASSERTION THAT THE FIFTH CIRCUIT'S DECISION DID NOT RESOLVE THESE ISSUES.

A. AT&T disagrees. Mr. Hamiter's attempts to argue that the Fifth Circuit's decision is unclear as to the issue of recovery of expensive interconnection cost. While I am not an attorney, I have been advised by counsel that contrary to SBC's

attempts to suggest otherwise, the Fifth Circuit's decision clearly addressed these issues. As discussed in my direct testimony at page 38, AT&T believes the decision of the United States District Court for the Western District of Texas, which was affirmed by the United States Court of Appeals for the Fifth Circuit clearly provides that AT&T is entitled to interconnect at a single point in the LATA and that **SBC cannot impose charges on AT&T for bringing SBC's traffic to the POI selected by AT&T.** Specifically, the United States District Court for the Western District of Texas found that:

> **AT&T has the statutory right under the Act to select the location of a technically feasible point of interconnection**, and that the regulations of the federal Communications Commission ('FCC"), including in particular **47 C.F.R. § 51-703(b) prohibits SWBT from imposing charges for delivering its "local" traffic originating on its network to the point of interconnection selected by AT&T** even when that point is outside of a local calling area of SWBT.[44] (emphasis added)

That ruling is unambiguous and should leave no room for SBC to argue that it is entitled to recover any costs it alleges are associated with AT&T's interconnection arrangement, or alternatively, force AT&T to establish additional POIs at SBC-specified locations at SBC-specified traffic thresholds within SBC-specified time frames. As I testified earlier, the term "expensive interconnection" is not addressed in either the Act or the FCC's rules. While the FCC mentioned

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[43] *See* 47 U.S.C. 155(c)(3). For example, the 5th Circuit followed the FCC's guidance in this regard when it reversed the Texas Commission's decision in Arbitration Docket No. 22315 that had required AT&T to shoulder certain originating transport obligations of SBC whenever the POI chosen by AT&T was located outside of SBC's local calling area. *See Southwestern Bell Tele. Co.*

expensive interconnection in paragraphs 199 and 209 in its *Local Competition Order,* neither one of these paragraphs provide any support for SBC's assertion that a single POI is an expensive form of interconnection.

Q. HAS THE ISSUE OF EXPENSIVE INTERCONNECTION ALSO BEEN ADDRESSED BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN?

A. Yes. In addressing the financial responsibility for interconnection, the Court stated:

> A party cannot be made to pay for the cost of transporting calls to the POI which another carrier originates even though transport costs are made more expensive by the POI choice. It follows that neither party is responsible for the cost of transport beyond the POI except for its obligation to pay reciprocal compensation. See 47 CFR §§ 51.305, 51.701(e), 51.703.[45]

Q. PLEASE COMMENT ON MR. HAMITER'S POINT THAT MULTIPLE POIS PROVIDE DIVERSITY.

A. AT&T agrees that multiple POIs provide more diversity than single POIs and that is one of the reasons AT&T uses multiple POIs on occasion. But under federal law it is AT&T's choice as to when and where to establish the additional POIs based on AT&T's customer base, network considerations, traffic patterns, costs, etc. The designation of AT&T's POIs should not be dictated by some arbitrary formulation advanced by SBC.

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v. Pub. Util. Comm'n, 348 F.3d 482, 487 (5th Cir. 2003). The 5th Circuit specifically deferred to the "FCC's" decision in the *Virginia Arbitration.*

44 MO-01-CA-045.

45 The United States District Court for the Western District of Wisconsin, Memorandum and Order 03-C-671-S, entered June 30, 2004.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 4 AND 4B?

A. The Commission should rule that (1) AT&T has the right to establish its POI at any technically feasible point on SBC's network. Consistent with this, the Commission should reject SBC's proposed language for Sections 1.1.0 through 1.1.5 in Attachment 11, Part A and should adopt AT&T's proposed language in Section 1.2 of Attachment 11, Part A and Section 6.0 of Attachment 11, Part C. AT&T's language conforms to the ACT and the FCC's Rules whereas SBC's does not.

Issue 4a: (SBC) Should AT&T be required to interconnect on SBC's network?

Issue 5: (AT&T) May AT&T establish one or more POIs anywhere in the LATA?

Issue 5: (SBC) May AT&T's POI be located outside of SBC's incumbent territory?

Q. PLEASE DESCRIBE ISSUES 4A AND 5.

A. Issues 4a and 5 address how the Parties should interconnect in the situation where SBC chooses to have its end office switch subtend the access tandem or local tandem switch of another incumbent local exchange carrier.

Today, according to the April 2005 LERG, six of SBC's end offices subtend a Sprint tandem switch in Missouri. The question is if SBC chooses to have an end office or offices subtend another ILEC's tandem switch, can AT&T exchange traffic with SBC through such tandem switch?

Q. WHAT IS SBC'S POSITION ON THIS ISSUE?

A. Mr. Hamiter addresses this issue in his testimony beginning at line 20 on page 91 through line 2 on page 92, and at pages 96-99. SBC's position is that interconnection must be within SBC's network and apparently SBC thinks AT&T's language would provide for interconnection outside of SBC's network.

Q. DOES AT&T'S LANGUAGE PROVIDE AT&T INTERCONNECTION OUTSIDE SBC'S INCUMBENT LEC NETWORK?

A. No. Indirect interconnection does not require SBC to provide AT&T the opportunity to interconnect at a point outside SBC's network. Where SBC elects to have an end office subtend another incumbent LEC's tandem switch, SBC must be interconnected with that incumbent LEC's network and SBC must establish a point of interconnection between itself and the incumbent LEC whose tandem switch the SBC end offices are subtending. Where AT&T and SBC interconnect indirectly, as AT&T proposes under Issue 5, AT&T and SBC would utilize the existing points of interconnection each has with the incumbent LEC providing the transiting service. Thus, AT&T would exchange traffic with SBC utilizing the POI AT&T has established with the transiting carrier and the POI that SBC has established with the transiting carrier *that lies within SBC's territory*. Accordingly, AT&T is not asking SBC to establish a POI or accept AT&T's traffic outside of its incumbent LEC's territory. In fact, this is the same traffic exchange arrangement SBC uses today with IXCs for those same six end offices and in fact that SBC uses with IXCs wherever it operates as an ILEC and has it

has an end office that subtends another ILEC's tandem switch. To my knowledge, SBC has never argued that it is going outside its franchised area when it uses the ILEC's tandem switch to exchange traffic with IXCs. Therefore, it is puzzling why SBC now makes that argument when a CLEC wants to use the same arrangement to exchange traffic with SBC.

Q. HAS SBC ATTEMPTED TO EXPLAIN THE DICHOTOMY BETWEEN ITS PROPOSED TREATMENT OF IXCS AND CLECS?

A. No. SBC has not explained why it is okay for IXCs to use a third party's tandem switch to exchange toll traffic with SBC, but it is not okay for CLECs to use the very same third party's tandem switch and very same interconnection configuration to exchange 251(b)(5)/intraLATA toll traffic with SBC.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 4A AND 5?

A. The Commission should adopt AT&T's proposed language for Section 1.2 in Attachment 11, Part A and should reject SBC's proposed language for Section 1.1 of Attachment 11, Part A. There are no Commission or FCC rules that prohibit indirect interconnection between SBC and AT&T, such arrangements are technically feasible, and AT&T as the CLEC has broad rights to elect efficient interconnection.

Issue 7: Should the Parties mutually agree to the method of obtaining interconnection or should AT&T be able to solely specify the method of interconnection?

Q. WHAT IS THE DISAGREEMENT ON ISSUE 7?

A. The Parties disagree on whether AT&T has the right to specify the method of interconnection. AT&T believes SBC has an obligation to provide any technically feasible method of interconnection requested by AT&T. SBC wants the Parties to mutually agree to the method of interconnection, which, of course, gives SBC the right to deny AT&T's requested method of interconnection.

Q. WHAT SUPPORT DOES SBC OFFER FOR ITS POSITION ON ISSUE 7?

A. SBC witness Hamiter addresses Issue 7 at pages 106-108 of his direct testimony and provides no cites to any provisions of the Act, the FCC's implementing Rules, this Commission's Orders or any Court decision that supports SBC's position on this issue. The only support Mr. Hamiter provides for SBC's position is a reference to paragraph 26 in the FCC's First Report and Order that defines the term interconnection.[46] In connection with paragraph 26, he asserts, "CLEC's seek to redefine 'interconnection' and 'POI' to include the transport and termination of traffic, thereby avoiding any trunking requirements to the SBC local calling areas with which the CLECs seek to exchange traffic." As I will explain, AT&T does not dispute the definition of "interconnection", which is also defined in 47 C.F.R. § 51.5 Terms and Definitions, and does not seek to change it in any respect in any of its proposed language. Indeed, Mr. Hamiter is grasping at

straws in a vain attempt to find some support for SBC's position and simply makes the statement without any foundation or reference to language proposed by AT&T. In fact, Mr. Hamiter's reference to paragraph 26 is puzzling because it does not go to the fundamental point raised in Issue 7, which is whether AT&T has the right to specify the method of interconnection.

Other than his reference to paragraph 26, Mr. Hamiter simply asserts that AT&T's language gives it "sole discretion" to determine what is technically feasible, denies "SBC Missouri the right to manage and protect its network integrity" and renders moot "any definition of 'technically feasible'", all of which are incorrect.

Q. PLEASE COMMENT ON MR. HAMITER'S REFERENCE TO PARAGRAPH 26 AS SUPPORT FOR SBC'S POSITION.

A. Mr. Hamiter's reference to paragraph 26 as somehow supporting SBC's position is puzzling. AT&T absolutely agrees that the term "interconnection" under Section 251(c)(2) refers only to the physical linking of the two networks and does not include reciprocal compensation arrangements for the transport and termination of telecommunications under Section 251(b)(5).[47] Therefore, Mr. Hamiter is flat out wrong in characterizing AT&T as "seek[ing] to redefine 'interconnection' and 'POI' to include the transport and termination of traffic." AT&T understands that transport and termination are reciprocal compensation arrangements and are defined in 47 C.F.R. § 51.701. Also, AT&T agrees with

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[46] First Report and Order, FCC 96-325, at ¶ 26. In my testimony, I refer to FCC 96-325 as *Local Competition Order*.

[47] *See* 47 C.F.R. § 51.701(c), (d) and (e).

Mr. Hamiters's testimony at pages 35-37 that there is a distinction between facilities and trunks. Therefore, none of Mr. Hamiter's testimony regarding paragraph 26 accounts for the Parties' fundamental disagreement in Issue 7, which is whether AT&T has the right to specify the method of interconnection?

Q. DOES AT&T HAVE THE RIGHT TO SPECIFY THE METHOD OF INTERCONNECTION?

A. Yes. As I explained in my direct testimony at pages 52-53, as an incumbent local exchange carrier SBC has the duty under the Act to provide interconnection for the facilities and equipment of any requesting CLEC at any technically feasible point. In the *Local Competition Order,* the FCC explained that this obligation includes not only the obligation to permit interconnection at any technically feasible point, but the *obligation to allow any technically feasible method of interconnection* as well.[48] Further, the FCC's Rules on interconnection confirm this. FCC Rule 47 C.F.R. § 51.321(a) states:

> Except as provided in paragraph (e) of this section [concerning collocation], an incumbent LEC shall provide, on terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the requirements of this part, *any technically feasible method of obtaining interconnection* or access to unbundled network elements *at a particular point upon a request by a telecommunications carrier*. (emphasis added).

[48] The FCC stated, "We conclude that, under sections 251(c)(2) and 251(c)(3), any requesting carrier may choose any method of technically feasible interconnection or access to unbundled network elements at a particular point. Section 251(c)(2) imposes an interconnection duty at any technically feasible point; it does not limit that duty to a specific method of interconnection or access to unbundled network elements." *Local Competition Order* at ¶ 549.

Thus AT&T clearly has the right to obtain any technically feasible method of interconnection at the POI. SBC's concurrence in the method is not a right accorded SBC under the FCC's Rules.

Q. IS AT&T SEEKING SOLE DISCRETION TO DETERMINE WHAT IS A TECHNICALLY FEASIBLE METHOD OF INTERCONNECTION AS MR. HAMITER ASSERTS?

A. No. If SBC believes a requested method of interconnection is not technically feasible, then it must present proof to this Commission that the CLEC's requested method of interconnection is not feasible and the Commission makes the final determination, not the CLEC. FCC Rule 47 C.F.R. § 51.321(d) specifically requires this showing by the incumbent LEC before it can deny a CLEC's requested method of interconnection:

> An incumbent LEC that denies a request for a particular method of obtaining interconnection or access to unbundled network elements on the incumbent LEC's network must prove to the state commission that the requested method of obtaining interconnection or access to unbundled network elements at that point is not technically feasible.

Q. IS AT&T DENYING SBC THE RIGHT TO MANAGE AND PROTECT ITS NETWORK INTEGRITY AS MR. HAMITER ALLEGES AT PAGE 108 OF HIS TESTIMONY?

A. No. If SBC believes AT&T's requested method of interconnection somehow jeopardizes its ability to manage and protect its network, then it must present proof to this Commission that AT&T's requested method of interconnection is not feasible and once again the Commission will make the final determination. SBC simply seeks to bypass the safeguards that the FCC has built into the

interconnection process to ensure that CLECs are not disadvantaged by inappropriate behavior on the part of the incumbent LEC. As I stated earlier, once SBC has the right to require mutual agreement on the method of interconnection, there is really no effective limit on SBC's ability to dictate the terms of interconnection.

Q. IN YOUR OPINION, IS SBC SIMPLY TRYING TO ESCAPE ITS RESPONSIBILITY UNDER 47 C.F.R. § 51.321(D) TO JUSTIFY TO THIS COMMISSION ANY REFUSAL TO PROVIDE A REQUESTED INTERCONNECTION ARRANGEMENT?

A. Yes. SBC is attempting to avoid its clear responsibility under the FCC's Rules to either provide the interconnection arrangement requested by AT&T or explain to this Commission why it is not technically feasible to provide it. Rule 47 C.F.R. § 51.321(d) clearly serves the public interest by preventing the incumbent LEC from acting in an arbitrary or capricious manner to thwart competition.

Of course, the Commission should not lose sight of SBC's obvious ability to engage in self-help when it disagrees about the technical feasibility of an AT&T-requested interconnection. If SBC does not want to permit an interconnection it will simply refuse the interconnection, which puts AT&T in the position of having to file a complaint at this Commission, where SBC will *eventually* have to justify its position. Even AT&T's proposed language will not prevent SBC from engaging in this sort of unilateral action, but AT&T's language will at least eliminate the cover of "mutual agreement" that SBC seeks in its language. In any interconnection dispute SBC's proposed language would permit SBC to refuse an

interconnection simply because SBC does not agree to it, and that is inconsistent with the presumptions in the law regarding a CLEC's right to interconnect.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 7?

A. The Commission should adopt AT&T's proposed language for Section 1.7 in Attachment 11, Part B which in accord with the Act and the FCC Rules implementing the Act. SBC's proposed contract language for Section 1.7 negates AT&T's right to choose the method of interconnection, a right granted to AT&T in FCC Rule 47 C.F.R. § 51.321(a). AT&T's language is in the public interest because it enables the new entrant to select cost effective locations and methods of interconnecting with the incumbent LEC's ubiquitous network and prevents the incumbent LEC from requiring more expensive forms of interconnection and thereby limiting the new entrant's ability to compete.

Issue 8a: May AT&T use Interconnection Dedicated Transport, at a TELRIC rate, for interconnection trunking?

Issue 8b: May AT&T combine Interconnection Dedicated Transport with Special Access Facilities provided by SBC MISSOURI for the provision of Interconnection Trunking?

Q. WHAT IS THE BASIC DISAGREEMENT BETWEEN THE PARTIES ON THIS ISSUE?

A. Where AT&T has not deployed its own network facilities, it may wish to lease facilities from SBC for network interconnection. These interconnection facilities would be used to provision local network interconnection trunks between AT&T's and SBC's switches for the exchange of traffic between the Parties. It is AT&T's position that the Act specifies that CLECs can interconnect with and use

the incumbent LEC's network at prices based upon the cost of providing interconnection, *i.e.,* TELRIC-based rates,[49] and that SBC may not restrict AT&T's right to obtain interconnection facilities at TELRIC-based rates or require AT&T to obtain such interconnection facilities at access tariff rates. Indeed, as I described in my direct testimony, the FCC's rules make it clear that the cost-based pricing for interconnection mandated under Section 252(d)(1) of the Act must be at TELRIC.[50]

SBC, on the other hand, claims that it has no obligation to provide these kinds of interconnection facilities and, therefore, this issue is not arbitrable and AT&T must obtain such facilities from SBC's access tariff.

Q. WHAT SUPPORT DOES SBC OFFER FOR ITS POSITION ON ISSUE 8?

A. SBC witness Silver addresses Issue 8 at page 23 of his testimony and says SBC's position is that nothing in the Act requires SBC to provide entrance facilities or to negotiate them in terms of the interconnection agreement and that SBC Missouri has no obligation to offer interconnection facilities at TELRIC. He also states SBC will address this issue in more detail in its brief.

[49] 47 U.S.C. § 252(d)(1).
[50] 47 C.F.R. §§ 51.501, 51.503 and 51.505.

Q. CONTRARY TO MR. SILVER'S ASSERTION, HAS THE FCC CLEARLY STATED THAT ILECS ARE TO MAKE ENTRANCE FACILITIES THAT ARE USED AS INTERCONNECTION FACILITIES AVAILABLE AT TELRIC?

A. Yes. As I noted earlier in my testimony on Issue 2, in paragraph 140 of the *TRRO* the FCC stated:

> We note in addition that our finding of non-impairment with respect to entrance facilities does not alter the right of competitive LECs to obtain interconnection facilities pursuant to section 251(c)(2) for the transmission and routing of telephone exchange service and exchange access service.[51] Thus, competitive LECs will have access to these facilities at cost-based rates to the extent that they require them to interconnect with the incumbent LEC's network. (footnote included)

Thus, the FCC has confirmed in the *TRRO* that SBC has an obligation to price its interconnection facilities, which includes entrance facilities, consistent with the pricing obligations set forth in §252(d)(1). The FCC has spoken clearly and there is nothing left to debate.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 8(A) AND (B)?

A. The Commission should find that AT&T has the right to obtain network interconnection facilities, including entrance facilities, at TELRIC-based rates and should adopt AT&T's proposed language in Sections 1.5 of Attachment 11, Part A, Sections 1.2 through 1.3 of Attachment 11, Part B and Section 2.1.3 of Attachment 11, Part C.

[51] *Triennial Review Order*, 18 FCC Rcd at 17204, para. 366.

Issue 9: In central office buildings where both parties have a presence, may AT&T use intra-building cable for interconnection?

Q. WHAT IS THE BASIC DISAGREEMENT BETWEEN THE PARTIES ON THIS ISSUE?

A. In buildings where AT&T and SBC each have central office space within the building, the Parties can interconnect using intra-building cable. Such cable could be a DS-1 or DS-3 cable, a fiber optic cable or another technically feasible interface, but with respect to AT&T, the most frequently used intra-building cable is the DS-3 coaxial cable. The Parties disagree on whether AT&T has a right to designate intra-building interconnection where it chooses and, if deployed, what terms apply to the installation and use of the cable. At bottom, SBC believes AT&T should obtain the interconnection functionality by leasing an entrance facility from SBC's access tariff.

Q. PLEASE RESPOND TO MR. HAMITER'S CLAIM THAT AT&T'S LANGUAGE VIOLATES THE ACT'S MANDATE TO PROVIDE INTERCONNECTION ON RATES, TERMS AND CONDITIONS THAT ARE NONDISCRIMINATORY.

A. Mr. Hamiter's claim is without merit. I discuss the FCC's and other state commissions support for AT&T's proposal on pages 63-66 of my direct testimony, including the FCC's finding in the *Virginia Arbitration* that

> "Technically feasible interconnection is the right of every competitive entrant. The fact that AT&T in some instances, by the development of historical events, maintains wire centers on the

same premises as Verizon hardly renders its proposed language discriminatory against other carriers."[52]

Q. PLEASE COMMENT ON MR. HAMITER'S ASSERTION THAT AT&T'S PROPOSED LANGUAGE INTERFERES WITH SBC'S DUTIES AND RIGHTS TO MANAGE AND MAINTAIN NETWORK SECURITY AND RELIABILITY.

A. Mr. Hamiter has to strain to make it appear that AT&T's language somehow interferes with SBC's duties and rights to manage and maintain network security. To do this, he cites to AT&T's use of the phrase "shortest practical route" and alleges "AT&T could force SBC Missouri to interconnect, using intra-building cabling – even over SBC Missouri's safety and security objections"[53] and that AT&T could somehow demand that SBC cut additional riser locations that would compromise floor loading integrity and undermine SBC's ability to "minimize the potential damage in the event of a fire, to control flooding, which can damage electronics, and to control liquid or gas chemical contamination, such as a battery leak, between floors."[54]

To come up with his "concerns", Mr. Hamiter has completely ignored the word "practical." The term practical takes into account safety and the use of existing riser capabilities between floors, thus obviating all of Mr. Hamiter's concerns about the impact of cutting holes in the floor on floor loading integrity and SBC's ability to "minimize the potential damage in the event of a fire, to control flooding, which can damage electronics, and to control liquid gas or chemical

[52] *Virginia Arbitration Order* at ¶ 57.
[53] Hamiter direct testimony at page 111.

contamination, such as a battery leak, between floors." "Practical" means within reason and AT&T included the term in its language so that SBC could not require some circuitous routing[55] that would exceed the cable length limitations for the cabling AT&T requested. In this instance AT&T proposes quite reasonable limiting language, and SBC has to conjure images of extreme-case hypothetical disasters to make it appear as though AT&T's language is inadequate.

Let me be very clear. AT&T is not trying to dictate to SBC how to route the intra- building cabling so long as SBC is going to be reasonable and efficient, and AT&T does not expect SBC to cut new holes in the floor to provide the shortest practical route and is not trying to tell SBC how to place the cable in its risers between floors. AT&T also agrees that coaxial cables cannot be used for interconnections under certain circumstances for technical considerations. AT&T is also willing to bear the costs associated with placing intra-building cable connections in the buildings. AT&T would agree to bear the entire cost of providing, installing and maintaining the intra-building cables it requests, assuming it has exclusive use of such cabling.

Finally, this is not some bizarre and inherently dangerous form of interconnection, as Mr. Hamiter's testimony would appear to suggest. This arrangement exists between AT&T and SBC at a number of locations. In fact, intra-building cable is

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[54] *Id.*

[55] For example, requiring all intra-building cabling to go through the cable vault in the basement would add significant distance to the interconnection and could exceed the cable distance limitations for some interconnection arrangements, e.g., DS-3.

the same physical arrangement used by SBC to provide an entrance facility between AT&T space and SBC space when the two parties each have a wire center in the same building.

Q. PLEASE COMMENT ON MR. HAMITER'S OBJECTIONS TO THE PHRASE "BETWEEN TWO ADJACENT CENTRAL OFFICE BUILDINGS."

A. This phrase refers to buildings that are connected or share a common side.

Q. PLEASE COMMENT ON MR. HAMITER'S ASSERTION THAT AT&T IS ATTEMPTING TO REDEFINE CENTRAL OFFICE.

A. To make his point, Mr. Hamiter uses an incomplete definition from Newton's Telecom Dictionary. AT&T's use of the term central office is consistent with the definition in Newton's Telecom Dictionary, which is:

> **Central Office** CO. Central office is an ambiguous term in North America. It can mean a telephone company building where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance. Sometimes, that central office means a wire center in which there might be several switching exchanges. That means there will be switches, cable distribution frames, batteries, air conditioning and heating systems, etc.[56]

Q. WHAT IS SBC'S REAL OBJECTION TO AT&T'S USE OF INTRA-BUILDING CABLE?

A. Where intra-building interconnection is feasible, it permits AT&T to avoid the purchase of an SBC entrance facility, because AT&T would provide that functionality for itself. SBC has taken the position that AT&T cannot obtain

[56] Newton's Telecom Dictionary, Seventeenth Edition, February 2001.

entrance facilities at TELRIC-based rates but must obtain such facilities from SBC's access tariff. The cost of a DS-3 entrance facility in SBC's interstate switched access tariff in Missouri is $1,112.00 per month.[57] I would expect that SBC would much prefer to provide a short length of cable between floors and collect $1,112.00 each month than to have AT&T self-provision that same functionality.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 9?

A. The question in Issue 9 is whether AT&T should be required to pay SBC thousands of dollars a year for a piece of cable that AT&T itself can provide. Clearly, SBC's position is unreasonable and should be rejected by the Commission. The Commission should adopt AT&T's proposed contract language for Sections 1.5 through 1.5.5 in Attachment 11, Part B.

Issue 10: Should interconnection trunks carry all 251(b)(5) traffic, including ISP bound and transit traffic, as well as intraLATA exchange traffic?

Q. PLEASE EXPLAIN THE DISAGREEMENT BETWEEN THE PARTIES ON ISSUE 10.

A. The Parties disagree on the traffic that can be delivered over the interconnection trunk groups. Consistent with positions it has taken on other issues, SBC's proposed language in Section 1.0 of Attachment 11, Part C, specifically excludes transit traffic, which SBC believes should be subject to a separate "commercial"

[57] Southwestern Bell Telephone Company, Tariff F. C. C. NO. 73, Switched Access Service, Section 6.9.2(A)(4), 16th Revised Page 6-179.3, Effective July 2, 2002. DS-3 rate is from SBC's Interstate Switched Access Tariff because the DS-3 rates in SBC's Intrastate Tariff in Missouri are individual case basis (ICB) rates.

agreement (Network Architecture Issue 3) and SBC's use of its defined term "Local Interconnection Trunk Groups" would exclude other traffic that does not meet SBC's incorrect definitions of 251(b)(5) and ISP-Bound Traffic. As I explain in my testimony on Network Architecture Issue 3, AT&T believes SBC has an obligation to provide transit service and that the public interest is clearly served by SBC's doing so. In addition, as I explain in my testimony on Intercarrier Compensation Issues 1a and 1g, SBC's proposed definitions of 251(b)(5) and ISP-Bound Traffic are incorrect and should be rejected.

Q. DID SBC ADDRESS ISSUE 10 IN ITS DIRECT TESTIMONY?

A. No. Mr. Hamiter and Ms. Douglas list this issue in their testimony but do not address it specifically.

This issue is listed in Mr. Hamiter's direct testimony at page 41, along with SBC's Intercarrier Compensation Issue 6e and several CLEC, Sprint and MCIm Issues, but the testimony that follows on pages 41-50 of Mr. Hamiter's testimony goes to Network Architecture Issues 15a and b, not Issue 10.

At pages 41-46, Mr. Hamiter describes the different types of traffic, i.e., local, IntraLATA and InterLATA, and describes how traffic is carried by an IXC versus a LEC. But after laying this groundwork, the SBC proposal he discusses at pages 46-50 relates only to SBC's proposal to segregate IXC-carried IntraLATA and InterLATA traffic from Local and non-IXC carried IntraLATA traffic, which is at

issue in Network Architecture Issues 15a and b and I will respond to his testimony at pages 46-50 in my testimony below on Issues 15a and b.

Ms. Douglas lists the issue along with other issues at page 11 of her testimony but her testimony on the issues addresses why it is improper to deliver interexchange switched access traffic over local interconnection trunk groups, which AT&T is not proposing in this arbitration.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. As I stated in my direct testimony, even though the Parties disagree on the scope of what is included within 251(b)(5) and whether SBC has an obligation to provide transit service, the Commission should not allow these disagreements to cloud its judgment on how the Parties should exchange such traffic with respect to trunk groups. SBC seeks to require the Parties to have multiple interconnection trunk groups, e.g., one trunk group for traffic that fits its definitions of 251(b)(5)/IntraLATA Traffic and another trunk group for transit traffic under a commercial agreement.[58] This is clearly an unnecessary and inefficient use of both Parties' resources and should be rejected by the Commission irrespective of how the Commission decides the implicated issues, for example, the disputes over definitions of different traffic types.

[58] SBC also proposes yet another, separate trunk group for Internet Protocol traffic – *see* Hamiter direct testimony at page 50, lines 6-10.

Issue 11: Should AT&T be required to establish local interconnection trunks to every local calling area in which AT&T offers service?

Issue 12: Should AT&T be required to establish direct end office trunk groups if the traffic exchanged between the Parties to a SBC MISSOURI end office exceeds one DS-1 for a period of one month, with traffic adjusted for anomalies?

Issue 13: Should AT&T be required to establish a two-way IntraLATA toll trunk group to the SBC MISSOURI Access Tandem, when SBC MISSOURI has a separate Local tandem and Access Tandem in the same local exchange area?

Q. WHAT ARE THE DIFFERENCES BETWEEN THE PARTIES ON ISSUES 11, 12 AND 13?

A. At bottom, there are two fundamental questions the Commission must answer in resolving Issues 11, 12 and 13. First, who determines the interconnection trunking arrangement the Parties will use, AT&T or SBC? As I explained in my direct testimony, AT&T believes FCC Rule 47 C.F.R. § 51.321(a) and the FCC's pronouncements clearly give AT&T the right to specify the method of interconnection including trunking and that SBC's proposed language infringes on AT&T's right to specify the trunking arrangement. Nevertheless, SBC believes it can unilaterally mandate the trunking arrangements the Parties will use in the new interconnection agreement.

Second, does SBC have an obligation to modify its network if necessary to accommodate interconnection? AT&T believes the answer is clearly yes. On the other hand, SBC takes the position that it has an in-place network and it is up to the CLEC to accommodate SBC's in-place network arrangement, up to and including the establishment of trunk groups to every SBC local exchange area in which the CLEC offers service. However, that is not what Congress intended. As

I explained in my direct testimony at pages 71-72, the FCC has clearly stated that the obligation to accommodate interconnection falls squarely on the incumbent LEC not on the CLEC. In addressing the incumbent LEC's obligation, the FCC said:

> If incumbent LECs were not required, at least to some extent, to adapt their facilities to interconnection or use by other carriers, the purposes of sections 251(c)(2) and 251(c)(3) would often be frustrated. For example, Congress intended to obligate the incumbent to accommodate the new entrant's network architecture by requiring the incumbent to provide interconnection "for the facilities and equipment" of the new entrant. Consistent with that intent, the incumbent must accept the novel use of, and modification to, its network facilities to accommodate the interconnector . . .

Q. HAS SBC CITED THE ACT OR ANY FCC RULES, ORDERS OR PRONOUNCEMENTS AS SUPPORT FOR ITS POSITION ON ISSUES 11, 12 OR 13?

A. No. SBC has simply stated its opinion and preference as to how the interconnection trunking should take place.

Issues 11 and 13

Q. HOW IS SBC ATTEMPTING TO FRAME ISSUES 11 AND 13?

A. Mr. Hamiter attempts to account for the differences between the Parties on these issues by framing the issue as a difference of opinion on the distinction between trunks and facilities and how POIs are established. He states, "CLECs claim they are entitled to single POI architectures and therefore are not required to trunk to every local calling area" and "CLECs' claim that requiring trunks to every local calling area where they serve end users creates a new POI in those additional local

calling areas"[59] He concludes "SBC Missouri disagrees with AT&T/MCIm because facility connections create POIs, not trunks."[60]

AT&T is not confusing POIs and trunking. AT&T agrees with Mr. Hamiter's statement that establishing trunks to the local calling areas where a CLEC serves customers does not create a new POI in that local calling area unless that CLEC is forced to assume the financial responsibility for the facility that carries the trunk group to the local calling area.

Therefore, the difference between the Parties is not a disagreement over whether POIs are established by facilities or trunks. As I stated above, the fundamental question is who determines the interconnection trunking arrangement the Parties will use, AT&T or SBC? As I explained in my direct testimony, AT&T believes FCC Rule 47 C.F.R. § 51.321(a) and the FCC's pronouncements clearly give AT&T the right to specify the method of interconnection including trunking and that SBC's proposed language mandating the trunking arrangement between the Parties infringes on AT&T's right to specify the trunking arrangement.

Q. WHAT SUPPORT DOES SBC OFFER FOR ITS POSITION ON ISSUES 11 AND 13?

A. Mr. Hamiter makes the following points in his testimony: (1) CLEC's claims that requiring trunking to every local calling area where they serve customers would violate their right to a single point of interconnection per LATA are incorrect; (2)

[59] Hamiter direct testimony at pages 51-52.
[60] *Id* at page 52.

AT&T's proposed language for Issue 13 does not take into account that a "local only" tandem cannot handle all types of traffic and routing all of its traffic to a single tandem violates the industry standard routing guidelines; (3) AT&T's proposal is an inefficient use of SBC's network resources; and (4) some CLECs believe that it does not make a difference if they route per the LERG or not, but it does matter.

Q. HAS AT&T TAKEN THE POSITION THAT REQUIRING TRUNKING TO EVERY LOCAL CALLING AREA VIOLATES AT&T'S RIGHT TO ESTABLISH A SINGLE POI IN THE LATA?

A. No. AT&T objects to SBC's proposed language because it violates AT&T's right under FCC Rule 47 C.F.R. § 51.321(a) and related FCC's pronouncements to specify the method of interconnection, which includes the trunking arrangement, and because it would force AT&T to establish many inefficient trunk groups thereby driving up AT&T's cost of serving its customers. As I explained in my direct testimony at pages 72-73, SBC's proposed language requires AT&T to splinter its interconnection trunk groups and to use many small inefficient trunk groups as opposed to fewer, larger, more efficient trunk groups.[61] SBC's language requires AT&T to establish at least one trunk group to every local calling area in which AT&T offers service even if the volume of traffic is *de minimus* and the establishment of the trunk group is not cost effective. The end result is that AT&T will have to bear the cost of additional facilities between its switch and the POI as well as the cost of the additional switch ports to support the

[61] SBC has 272 end offices in Missouri, the majority of which serve separate local exchange areas.

splintered, inefficient trunking arrangement required by SBC's proposed language. SBC's proposal is not only bad from an engineering perspective, it is bad from a public interest standpoint because it will unnecessarily drive up AT&T's cost of serving its customers.

Q. ARE FEWER, LARGER TRUNK GROUPS MORE EFFICIENT AND THEREFORE MORE COST EFFECTIVE THAN MANY SMALLER TRUNK GROUPS?

A. Yes, using fewer larger trunk groups is more efficient than using many more smaller trunk groups. Unfortunately, SBC ignores this simple fact when it proposes language requiring AT&T to splinter a few large trunk groups into many smaller trunk groups, some of which may carry only a *de minimus* amount of traffic.

Q. HOW DO YOU RESPOND TO MR. HAMITER'S TESTIMONY THAT A "LOCAL ONLY" TANDEM CANNOT HANDLE ALL TYPES OF TRAFFIC AND THAT ROUTING ALL OF AT&T'S TRAFFIC TO A SINGLE TANDEM VIOLATES THE INDUSTRY STANDARD ROUTING GUIDELINES?

A. First, according to Mr. Hamiter's testimony at page 17, line 7, SBC does not have a "Local Only" tandem switch in Missouri.[62] Therefore, SBC's proposed language in Section 1.4 of Attachment 11, Part C, which is the subject of Issue 13, addresses a hypothetical situation and there is obviously no practical need for SBC's language. AT&T has tried to limit its proposals to real needs or real concerns based on its experience interconnecting with SBC over the past 6 to 8

[62] Also, according to the April 2005 LERG, there are no situations where SBC has a Local Only Tandem and an Access Tandem in the same local exchange area.

years. Mr. Hamiter does not come close to asserting that SBC has plans to deploy such a switch.

Second, it is important to understand that SBC simply decides the type or types of traffic that each of its tandem switches will switch and whether a particular tandem switch functions as an "Access Tandem", or a "Local/Access Tandem Switch", or a "Local Only Tandem Switch". SBC then places that switch functionality information in the LERG. Thus, SBC's tandem switches can switch any type of traffic that SBC chooses to have them switch and SBC lists its decisions in that regard in the LERG. If SBC were to deploy separate local and access tandems in the same local exchange area in the future, SBC's end offices in that local exchange area will subtend both tandems and AT&T could gain access to such end offices and exchange both 251(b)(5) and IntraLATA Traffic by interconnecting at the access tandem.

Q. WHAT IS AT&T SEEKING TO ACHIEVE IF THE COMMISSION DECIDES TO CONSIDER THE HYPOTHETICAL SITUATION IN ISSUE 13?

A. AT&T is seeking the right to establish a single interconnection trunk group carrying both local 251(b)(5) traffic and intraLATA toll traffic to the access tandem if SBC should deploy a separate Local Only Tandem in the same local exchange area in which it also has an Access Tandem. This is a technically feasible arrangement[63] that SBC would list in the LERG and there would be no

[63] SBC could either use an inter-tandem trunk group between its Local and Access Tandem switches or designate the access tandem as combined Local/Access Tandem switch.

violation of the industry standard routing guidelines as SBC alleges. AT&T objects to establishing a separate 251(b)(5) trunk group to the local tandem and a separate intraLATA toll trunk group to the access tandem if SBC decides to deploy separate Local and Access Tandems in the same local exchange area in the future.

Q. HOW DO YOU RESPOND TO MR. HAMITER'S CLAIM THAT AT&T'S PROPOSAL IS AN INEFFICIENT USE OF SBC'S NETWORK RESOURCES?

A. Mr. Hamiter's assertion is incorrect. AT&T's proposed language is reasonable and would result in efficient and cost effective trunking arrangements between the Parties.

In other SBC states, e.g., Indiana, Illinois, Wisconsin, Michigan and Ohio, SBC has established combined local/access tandem switches and SBC's end offices in those states subtend such combined local/access tandems. Thus, a CLEC can gain exchange traffic with every SBC end office in those states by establishing a few trunk groups to SBC's combined local/access tandems.

In any event, because every SBC end office in Missouri subtends one of SBC's nine access tandems, IXCs can exchange traffic with every SBC End Office in Missouri by establishing nine (9) efficient, cost-effective trunk groups, i.e., one to each of SBC's nine Access Tandems. However, SBC's proposed language denies its local service competitors such as AT&T the benefit of this efficient and cost-effective interconnection arrangement and requires CLECs to establish trunk

groups not only to every SBC Local Only and Access Tandem Switch, but also to every local exchange area in which the CLEC offers service. According to the LERG, SBC has 264 end office switches, the majority of which are in separate local exchange areas. Thus, a CLEC operating throughout Missouri would have to establish well over 100 interconnection trunk groups, many of which, if not most, would carry only a small amount of traffic that would not otherwise justify a separate trunk group. Clearly, this is not efficient or cost effective.

Q. HOW DO YOU RESPOND TO MR. HAMITER'S EXAMPLE SHOWING THAT AT&T'S PROPOSAL REQUIRES THE USE OF MORE TANDEM SWITCH PORTS?

A. Mr. Hamitert's drawing and explanation focus on a simplistic example of one trunk group in isolation and not on the universe of trunk groups required by SBC's proposed language.

SBC's proposed language would require AT&T and SBC to establish an interconnection trunk group whenever AT&T is successful in winning a customer in one of SBC's local calling areas and that customer ports his telephone number to AT&T. Since the smallest trunk group size is 24 trunks, AT&T and SBC would have to set up one trunk group of 24 trunks for this one customer who could only use one circuit. Clearly, this is not a cost effective or reasonable approach to serving this customer and only serves to drive up the CLEC's cost of acquiring customers. It would be a far superior solution for AT&T to combine this customer's traffic with other traffic and to send it on a larger, more efficient

trunk group between AT&T's switch and SBC's tandem switch and for SBC to carry that traffic on its existing trunk group between the tandem switch and the end office, but that solution is not available under SBC's proposed language. With SBC's proposed language, this example would be repeated over and over in other SBC local calling areas in which AT&T only has a handful of customers and AT&T and SBC are required to establish inefficient trunk groups, when in fact such traffic could have been carried much more efficiently and at much lower cost over larger, more efficient trunk groups between AT&T's switch and SBC's tandem switch and between SBC's tandem switch and its end office.

In some cases, it might be necessary for SBC to augment the existing trunk group between its tandem switch and the end office as the traffic volume increases, and AT&T and SBC would have to augment the trunk group between AT&T's switch and the tandem occasionally, but on balance, AT&T's proposed language would require the use of far fewer industry switch ports than SBC's proposed language.

Q. ARE THE ENGINEERING PRACTICES SBC USES FOR TRUNKING WITHIN ITS OWN NETWORK CONSISTENT WITH ITS PROPOSAL FOR CLEC TRUNKING?

A. No, and that speaks volumes about SBC's proposal. SBC's proposed language requires the CLEC to establish a local interconnection trunk group between its switch and SBC's end office switch in every SBC local exchange area in which the CLEC intends to offer service when the CLEC has its first customer, or actually before it gets it first customer, since the trunk group has to be in place

before traffic can be exchanged. On the other hand, even with its in-place ubiquitous network, SBC does not establish a direct trunk group between its end office switches until the traffic reaches a 24-trunk threshold.[64] Clearly then it is inappropriate and unreasonable to require AT&T to implement a direct trunk group between its switch and SBC's end office when AT&T has one or two or only a few customers in the local calling area.

Q. DOES AT&T REQUIRE A CONTRACTUAL OBLIGATION TO MAKE REASONABLE ENGINEERING DECISIONS AS TO WHEN TO ESTABLISH LOCAL INTERCONNECTION TRUNKS TO A LOCAL EXCHANGE AREA?

A. No. Under current practices, AT&T traffic engineers evaluate various trunk routes to determine when it is cost effective to establish direct end office trunking.[65] AT&T has no objection to establishing trunking to SBC's local exchange areas when it is cost effective and efficient to do so, but objects strongly to SBC's arbitrary requirement to establish a local interconnection trunk group to every SBC local calling area in which AT&T offers service.

Q. WHAT IS AT&T SEEKING TO ACHIEVE IN ISSUE 11?

A. AT&T is seeking contract language that will allow it to establish local interconnection trunk groups to SBC's Access Tandem Switches for the exchange of traffic with end offices that subtend such tandems. This would allow AT&T and SBC to exchange traffic over fewer, larger, efficient, and cost effective trunk

[64] *See* Hamiter direct testimony at page 104.

groups, instead of the many, smaller, inefficient and costly trunk groups required by SBC's language. This is a technically feasible arrangement that SBC would list in the LERG and there would be no violation of the industry standard routing guidelines as SBC alleges.

Q. PLEASE COMMENT ON MR. HAMITER'S STATEMENTS REGARDING THE LERG AND INDUSTRY STANDARD ROUTING GUIDELINES.

A. As I explained above, SBC places its network information in the LERG, including the switching functions performed by each switch, the end offices subtending each switch, etc. SBC would simply conform its LERG inputs to the Commission's decisions in this arbitration. There is no issue or problem here. SBC is simply using the LERG as a smoke screen.

Issue 12

Q. PLEASE COMMENT ON MR. HAMITER'S TESTIMONY AT PAGE 102 THAT SBC UTILIZES DIRECT END OFFICE TRUNKS "WHERE TRAFFIC LEVELS ARE SUFFICIENT TO MERIT DIRECT TRUNKS."

A. That is exactly that same standard that AT&T uses and wants to continue to use. Under current practices, AT&T traffic engineers evaluate various trunk routes to determine where AT&T may realize cost savings by establishing direct end office

[65] This calculation is based on an "economic CCS threshold" that compares the cost f direct trunking against the avoided costs of tandem switching and common transport. This analysis considers such factors as offered load, distance, and leased facility rates.

trunking.[66] AT&T establishes direct end office trunking when it is efficient for AT&T to do so.

Q. PLEASE COMMENT ON MR. HAMITER'S TESTIMONY THAT SBC TYPICALLY ESTABLISHES TRUNKING BETWEEN ITS OFFICES AT THE DS-1 THRESHOLD IT IS PROPOSING FOR CLECS.

A. The two carriers are not similarly situated and the fact that SBC follows the guideline doesn't mean it is cost effective for AT&T to do so. I refer the Commission to my direct testimony at pages 76-78 where I discuss this in greater detail.

Q. HOW IS ISSUE 12 RELATED TO ISSUE 11?

A. Yes. In Issue 11, SBC proposes language that would require AT&T to establish local interconnection trunk groups to every local calling area in which AT&T offers service. Thus, under SBC's proposed language, AT&T would be required to establish a DS-1 level trunk group to each SBC local calling area.[67] Apparently, Issue 12 is in the nature of "belt and suspenders" approach by SBC in case it loses Issue 11. Also, SBC's proposed language in Issue 11 could be read to require AT&T to establish only one trunk group in each local calling area in which it offers service, but there are some local calling areas where SBC has more than one end office and so SBC has proposed language in Issue 12 to address those offices.

[66] This calculation is based on an "economic CCS threshold" that compares the cost of direct trunking against the avoided costs of tandem switching and common transport. This analysis considers such factors as offered load, distance, and leased facility rates.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 11, 12 AND 13?

A. The Commission should reject SBC's proposed language in Sections 1.0, 1.1, 1.2 1.3 and 1.4 of Attachment 11, Part C. SBC's proposed language is contrary to the FCC's implementing Rules and infringes on AT&T's right to choose the method of interconnection, e.g., the establishment of tandem trunks versus direct end office trunks, and should adopt AT&T's proposed language for Section 1.0 of Attachment 11, Part C. As I have explained, SBC's language would result in the Parties deploying a large number of small and in many cases underutilized trunk groups that are inefficient and not cost effective.

Issue 14a: Should the agreement contain terms and conditions for Feature Group B and D traffic?

Issue 14b: Should SBC be required to provide transport between the AT&T switch and the SBC MISSOURI Access Tandem?

Issue 14c: Should AT&T be solely responsible for the Meet Point Trunk Groups and the facilities used to carry them?

Q. DO YOU HAVE ANY REBUTTAL ON ISSUE 14?

A. Yes. I would like to respond to several statements that SBC makes in its testimony on Issue 14.[68]

First, SBC's principle point appears to be that it is not appropriate to include meet point traffic in the ICA.[69] As I explained in my direct testimony at page 81, the Wireline Competition Bureau specifically stated in the *Virginia Arbitration Order*

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[67] A DS-1sized trunk group consisting of 24 trunks is the smallest facility size trunk group that the Parties can establish.

[68] SBC witnesses Douglas and Hamiter address Issue 14 in their testimony.

[69] *See* Douglas direct testimony at pages 10-11 and Hamiter direct testimony at pages 66-67.

that meet point trunking arrangements "constitute the joint provision of switched exchange access services to IXCs by WorldCom and Verizon, both operating as LECs."[70] Therefore, it is entirely appropriate to address meet point trunking arrangements in an ICA.

Second, contrary to Ms. Douglas's testimony that AT&T should obtain the facilities it needs from SBC Missouri's Access Service Tariffs,[71] the Wireline Competition Bureau has ruled:

> We further agree with WorldCom that it has the right to purchase unbundled dedicated transport from Verizon to provide IXCs with access to WorldCom's local exchange network. Therefore, **Verizon may not require WorldCom to purchase trunks out of Verizon's access tariffs in order for WorldCom to provide such exchange access**. [72]

Q. DO YOU HAVE OTHER COMMENTS ON SBC'S TESTIMONY?

A. Yes. Mr. Hamiter refers to meet point trunks as "ancillary trunks" as if they were somehow optional or supplemental arrangements and states SBC's customers receive no value from the meet point trunk groups. He is wrong on both accounts. First, meet point trunks are necessary to provide switched access service to IXCs, i.e., to allow end users to reach their selected IXC carrier and to receive calls from any IXC. This is basic part of basic local exchange service and is not some "ancillary" service that AT&T can or cannot provide. Second, SBC's end users do receive value from the trunk groups because the trunk groups allow SBC's end

[70] *Virginia Arbitration Order* at ¶ 177 (emphasis added).
[71] Douglas direct testimony at pages 9-10.

users to originate interLATA calls to and receive interLATA calls from AT&T's end users, which is clearly valuable.

Q. PLEASE RESPOND TO MR. HAMITER'S STATEMENT THAT "AT&T'S PROPOSED LANGUAGE WOULD ALLOW AT&T TO DUMP ITS IXC DESTINED TRAFFIC ANYWHERE AT&T CHOOSES, ON OR OFF SBC MISSOURI'S NETWORK, AND THEN WOULD REQUIRE SBC MISSOURI TO DELIVER AT&T'S TRAFFIC TO THE SBC MISSOURI ACCESS TANDEM WHERE THE IXC IS CONNECTED."

A. Mr. Hamiter's statement is flat out wrong. AT&T will always hand off its IXC-destined traffic at the SBC access tandem that AT&T's end office subtends as identified in the LERG, which is the same end office where AT&T's meet point trunk group is connected. In addition, in my direct testimony at pages 80-81, I explained that AT&T has revised its proposed language for Section 2.1.3 in Attachment 11, Part C and the language that Mr. Hamiter alleged gave rise to his concern is no longer part of AT&T's proposed language.

Q. IS MR. HAMITER CORRECT IN HIS ASSERTION THAT DEDICATED TRANSPORT FACILITIES ARE NO LONGER PART OF ILEC'S NETWORK AND THEREFORE ARE NOT AVAILABLE AT TELRIC-BASED RATES TO CARRY MEET POINT TRUNK GROUPS?

A. No. As I explained in my direct and rebuttal testimony on Network Architecture Issue 2, the *TRO* and the *TRRO* do not support SBC's position that entrance facilities are no longer part of its network.

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[72] *Id.*

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUES 14A, B AND C?

A. The Commission should adopt AT&T's proposed language as revised in my direct testimony, for Sections 2.1, 2.1.1 through 2.1.3 and 2.1.5.

Issue 15a: May AT&T combine originating 251(b)(5) Traffic and intraLATA Exchange Access with interLATA Exchange Access Traffic on Feature Group D exchange access trunks AT&T obtains from SBC KANSAS?

Issue 15b: If AT&T is permitted to combine Section 251(b)(5) traffic, IntraLATA exchange access traffic and interLATA exchange access traffic, will the Parties utilize factors to determine proper billing?

Q. WHAT ARE SBC'S STATED REASONS FOR CHANGING THE STATUS QUO IN MISSOURI AND SEEKING TO PREVENT AT&T COMMUNICATIONS FROM CONTINUING TO CARRY 251(B)(5) AND INTRALATA TRAFFIC ON ITS FEATURE GROUP D TRUNK GROUPS?

A. Ms. Douglas and Mr. Hamiter say that combining traffic creates billing and tracking problems and Mr. Hamiter adds "the opportunity for fraud or error exists" because "the originating carrier must tell SBC Missouri what percentage to use for calls billed at a reciprocal compensation rate as opposed to an access rate. Without the ability to identify the traffic, the parties are left with no choice but to accept the word of the other as to the true jurisdictional nature of the traffic."[73] He goes on to state, "In combining Section 251(b)(5) and IntraLATA traffic with InterLATA Access Traffic, AT&T leaves it to SBC Missouri to detect AT&T's high-cost calls" and that SBC Missouri has great difficulty properly assessing reciprocal compensation or access charges for traffic it receives over such a combined group."[74] Finally, Ms. Douglas argues that the arrangement "is

[73] Hamiter direct testimony at page 47.
[74] *Id* at page 48.

improper because SBC Missouri's access tariffs do not contemplate local traffic being carried with Switched Access traffic over a Switched Access Service."[75] Ms. Douglas also opposes the use of a factor in billing and states "combining this traffic would inappropriately require the use of estimated, percentage factors in lieu of actual measurements to create a bill."[76]

Q. HAVE THE PARTIES EXCHANGED COMBINED SECTION 251(B)(5) TRAFFIC AND INTRALATA EXCHANGE ACCESS IN THE MANNER PROPOSED BY AT&T UNDER THE PAST TWO INTERCONNECTION AGREEMENTS APPROVED BY THIS COMMISSION?

A. Yes and the method and procedures including the use of a Percent Local Usage ("PLU") factor to properly bill both access and reciprocal compensation for the traffic carried over such combined groups are in place today in both SBC and AT&T. To my knowledge, during the six-year period that AT&T has been combining 251(b)(5) and intraLATA traffic on its IXC Feature Group D trunk groups in Missouri, SBC has never demonstrated a problem or brought any complaint to a commission in regard to this arrangement. Therefore, Mr. Hamiter's unsupported assertion that "SBC Missouri has great difficulty properly assessing reciprocal compensation or access charges for traffic it receives over such a combined group" and Ms. Douglas's testimony that the arrangement is "improper because SBC Missouri's access tariffs do not contemplate local traffic being carried with Switched Access traffic over a Switched Access Service" are hollow.

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[75] Douglas direct testimony at page 17.
[76] *Id* at page 18.

Q. DOES AT&T TODAY PROVIDE SBC WITH A WAY TO VERIFY THE CORRECTNESS OF AT&T'S PERCENT LOCAL USAGE FACTOR?

A. Yes. AT&T populates the calling party number in the CPN parameter of the SS7 Initial Address Message setting up the local call. In those situations where the customer's equipment does not provide CPN, AT&T populates a local ANI (Automatic Number Identification) number representing the customer's physical location in the CPN Parameter. Thus, SBC will have information in the CPN Parameter field of the SS7 message **100% of the time for a local call** to (1) verify the validity of the PLU factor that AT&T provides to SBC, (2) verify the true jurisdictional nature of the traffic, and (3) ensure that there is no fraud.

Q. PLEASE COMMENT ON MR. HAMITER'S TESTIMONY REGARDING THE AVAILABILITY OF AT&T'S CALL DETAIL REPORTS.

A. AT&T will make Call Detail Records available to SBC on an audit basis to validate the PLU factor AT&T provides to SBC.

Q. DURING THE PERIOD THAT AT&T HAS CARRIED 251(B)(5) AND INTRALATA TRAFFIC ON ITS FEATURE GROUP D TRUNK GROUPS IN NUMEROUS SBC STATES, HAS SBC EVER DEMONSTRATED A PROBLEM OR BROUGHT ANY COMPLAINT TO A COMMISSION IN REGARD TO THIS ARRANGEMENT?

A. No, not to my knowledge.[77]

[77] This is the arrangement that AT&T and the ILEC generally use and that AT&T and SBC also use in other states including California, Connecticut, Texas, Kansas, Missouri and Arkansas.

Q. DOES AT&T FORESEE AN INDEFINITE NEED TO ROUTE LOCAL TRAFFIC ON ITS FEATURE GROUP D TRUNK GROUPS?

A. AT&T plans to eventually transition its ADL service to a new platform that does not use Class 3 switches and Feature Group D trunk groups for 251(b)(5) and intraLATA traffic. However, that transition is not imminent, and even while the transition occurs over time AT&T still requires this arrangement for at least the term of the new contract. If the Commission does not rule that the Parties can continue the existing arrangement, AT&T will be forced to create numerous additional interconnection trunk groups requiring additional, unnecessary, duplicative facilities, trunks and trunk terminations, which simply serves to needlessly increase AT&T's and SBC's cost of providing interconnection facilities and trunking. It isn't reasonable to cause the Parties to incur additional expense to change an arrangement that has worked satisfactorily for both Parties for six years for what will be an interim period of time. SBC routinely complains about UNE-P CLECs not investing in facilities-based competition. Now that SBC has successfully lobbied for the eventual elimination of UNE-P, it is disingenuous for SBC to also try to deny AT&T's attempt to leverage its massive investment in its long distance network in order to provide facilities-based local service. I believe the real problem for SBC is that the existing arrangement has been successful for AT&T in the local market.

Q. DOES AT&T BELIEVE IT IS ENTITLED TO CONTINUE TO COMBINE LOCAL, INTRALATA TOLL AND INTERLATA TOLL TRAFFIC ON FEATURE GROUP D TRUNKS?

A. Yes. As I explained at pages 85-86 of my direct testimony, AT&T believes a CLEC may interconnect at any technically feasible point within the incumbent's network and is permitted to choose the most efficient interconnection arrangement. SBC has provided no supporting legal, policy, or factual reason why the existing arrangement needs to be changed.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 15?

A. The Commission should adopt AT&T's proposed language for Section 3.4 in Attachment 11, Part C. The combination of local, intraLATA and interLATA toll traffic on AT&T's Feature Group D trunks has been an effective means of conserving trunks and network expenses while providing SBC all of the revenue to which it is entitled for such traffic.

Issue 16: When both Parties are providing service in a LATA, should the Parties be required to open each other's NPA-NXX codes, including NPA-NXX Codes from and to exchanges that are not within SBC MISSOURI'S incumbent local exchange area?

Q. WHICH SBC WITNESS ADDRESSES THIS ISSUE?

A. Mr. McPhee addresses this issue in his testimony at pages 64-68.

Q. DOES THE EXISTING ICA CONTAIN A SEPARATE OUT OF EXCHANGE APPENDIX?

A. No.

Q. WHAT SUPPORT DOES SBC PROVIDE FOR ITS DESIRE TO SEGREGATE THIS INTERCONNECTION OBLIGATION IN A SEPARATE APPENDIX?

A. The only rationale provided by Mr. McPhee is that SBC's interconnection obligations under Section 251 of the Act are geographically limited to its incumbent LEC territory. He goes on to state "[i]t is not appropriate to address OE-LEC [out of exchange LEC] traffic in the Interconnection Appendix because the Interconnection Appendix is applicable only to SBC's incumbent territory."[78] SBC simply insists that Section 251 of the Act confines its obligations to its incumbent territory.

Q. DOES SBC'S EXPLANATION OF ITS POSITION MAKE SENSE?

A. No. Opening codes is a critical function that AT&T believes is an SBC obligation subject to Section 251(c) of the Act. For example, SBC has a duty to provide interconnection on terms that are nondiscriminatory under Section 251(c)(2)(D) of the Act. Since SBC opens NPA-NXX codes in its switches all of the time so its customers can reach, and be reached by, other SBC and Independent company customers, it would be blatantly discriminatory and a violation of Section 251(c)(2)(D) for SBC to refuse to open an NPA-NXX code for AT&T.

Q. ARE SBC'S TANDEM SWITCHES LOCATED WITHIN ITS INCUMBENT LEC OPERATING TERRITORY?

A. Yes.

[78] McPhee direct testimony at page 66.

Q. WHAT IS AT&T ASKING THE COMMISSION TO DO IN ISSUE 16?

A. AT&T proposes language that would require SBC to use commercially reasonably efforts to open NPA-NXX codes for AT&T in SBC tandems that serve exchanges not in SBC's incumbent local exchange carrier exchange areas. Based on the April 2005 LERG, there are 170 instances in Missouri where an Independent Company's end office switch and associated exchange(s) is served by an SBC tandem switch. In order for AT&T's customers in one of these exchanges to ever have the same calling scope as the incumbent's customers and to reach, and be reachable by, SBC's customers, SBC must open AT&T's NPA-NXX codes in the SBC tandem serving the exchange in question. Indeed, unless SBC opens AT&T's NPA-NXX codes in its tandem, SBC's customers will not be able to call AT&T's customers in such exchanges. Considering the fact that AT&T's customers can be in a mandatory expanded local calling area, SBC would arguably be violating its retail tariffs if its does not allow its customers to reach AT&T's customers in such instances.

Q. CAN SBC'S LOCAL SERVICE CUSTOMERS COMPLETE A CALL TO AN AT&T LOCAL SERVICE CUSTOMER IF SBC DOES NOT OPEN AT&T'S CODE IN ITS SWITCH?

A. No. If SBC does not open AT&T's NPA-NXX codes in its tandem, SBC's customers will not be able to call AT&T's customers with numbers assigned in such NPA-NXX codes.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 16?

A. The Commission should adopt AT&T's proposed language for Section 10.0 in Attachment 11, Part C, and reject SBC's Appendix Out of Exchange Traffic in its entirety. SBC can't possibly argue that its ubiquitous network should not accept out-of-area traffic, but by creating the fiction that this particular interconnection with SBC occurs outside of its obligations under the Act, for which there are no standards, SBC will lay the groundwork for imposing standards that will raise CLECs' costs and stifle competition.

Issue 17: Should AT&T be required to establish a segregated trunk group for mass calling in all cases?

Q. DO YOU HAVE ANY ADDITIONAL TESTIMONY ON ISSUE 17?

A. No. Mr. Hamiter addresses this issue in his testimony at pages 69-71. As I discussed in my direct testimony, I believe AT&T has proposed a reasonable compromise on this issue that addresses the concerns that Mr. Hamiter raises in his testimony and AT&T believes the Commission should adopt AT&T's proposed language for Section 12.0 in Attachment 11, Part C. AT&T's language sets a reasonable threshold at which choke trunks should be established.

Issue 18: Should parties be permitted to send 251(g) traffic delivered to [either party from] an IXC where the terminating number is ported to another CLEC and the IXC fails to perform the Local Number Portability (LNP) query over interconnection trunks?

Issue 18b: (SBC) Is it appropriate for the Parties to agree on procedures to handle interexchange circuit-switched traffic that is delivered over Local Interconnection Trunk Groups so that the terminating party may receive proper compensation?

Q. DO YOU HAVE ANY REBUTTAL ON THIS ISSUE?

A. No. Both Parties agree that the local interconnection trunk groups should not be used to deliver IXC toll traffic. However, the Parties disagree on what to do when an IXC fails to perform the LNP database query to determine the carrier that is now serving the called party and instead routes the call to the Party that was serving the called number before it was ported to the other Party.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. The Commission should reject SBC's proposed language for Section 7.2 of Attachment 11, Part C. The Parties agree that that the misrouting of calls addressed in SBC's language is an infrequent occurrence and AT&T does not believe blocking of such calls is in the public interest. AT&T believes the Parties should work with IXCs to ensure that they perform the LNP database query and route calls to the correct local exchange carrier and should not be seeking the Commission's approval to block such calls.

IV. DISPUTED ISSUES - ATTACHMENT 12: INTERCARRIER COMPENSATION, INCLUDING RECIPROCAL COMPENSATION – POST *USTA II*[79]

Issue 1a: What is the proper definition and scope of § 251(b)(5) traffic?

Q. PLEASE DESCRIBE THIS ISSUE.

A. In Issue 1a, SBC and AT&T disagree on the definition and scope of §251(b)(5) traffic and consequently on whether certain types of calls are included under the statutory classification of §251(b)(5) traffic and are therefore subject to reciprocal compensation as opposed to access charges. SBC's position is that §251(b)(5) traffic includes only traffic that originates from and terminates to end users physically located within the same mandatory ILEC local calling area. AT&T's position is that all telecommunications traffic is subject to §251(b)(5) unless it is expressly carved out by § 251(g) of the Act. Section 251(g) "carves out" certain types of traffic, such as information access and exchange access traffic, from reciprocal compensation (§ 251(b)(5)) obligations but only for traffic pricing regimes established prior to the passage of the 1996 Act.

Q. WHAT SUPPORT DOES SBC OFFER FOR ITS POSITION THAT SECTION 251(B)(5) TRAFFIC INCLUDES ONLY TRAFFIC BETWEEN END USERS THAT ARE PHYSICALLY LOCATED WITHIN THE SAME ILEC MANDATORY LOCAL CALLING AREA?

A. The only support provided by SBC is Mr. McPhee's assertion at page 4 of his testimony that SBC defines Section 251(b)(5) traffic "pursuant to the FCC's Order on Remand and Report and Order", i.e., the *ISP Remand Order*.

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[79] *United States Telecom Ass'n v. FCC*, 359 F.2d 554 (D.C. Cir. 2004) ("*USTA II*").

Q. DO YOU AGREE THAT SBC'S PROPOSED DEFINITION OF SECTION 251(B)(5) TRAFFIC IS IN ACCORD WITH THE FCC'S DEFINITION IN THE *ISP REMAND ORDER*?

A. No. While Mr. McPhee claims SBC's definition of Section 251(b)(5) traffic is consistent with the *ISP Remand Order*, he provides no reference to any language in that order that supports SBC's claim that §251(b)(5) traffic includes only traffic between end users that are physically located within the same mandatory ILEC local calling area. The reason for this "omission" is simple. No such supporting citation exists

Q. WHAT DID THE FCC SAY REGARDING THE USE OF LOCAL CALLING AREAS TO DEFINE SECTION 251(B)(5) TRAFFIC?

A. In paragraph 1034 of the *First Report and Order*,[80] the FCC stated, "We conclude that section 251(b)(5) reciprocal compensation obligations should apply only to traffic that originates and terminates within a local area . . ."[81] As a consequence, in paragraph 1035, the FCC stated, "Traffic originating or terminating outside of the applicable local area would be subject to interstate and intrastate access charges."[82] However, in the *ISP Remand Order*, the FCC specifically repudiated this local/non-local distinction and it is no longer a part of the FCC's regulations. In fact, in the *ISP Remand Order*, the FCC said, "In the *Local Competition Order*,

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[80] First Report and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, FCC 96-325 (1996), ("*First Report and Order*" or "*Local Competition Order*").

[81] *Id* at ¶ 1034.

[82] *Id* at ¶ 1035.

as in the subsequent *Declaratory Ruling*, use of the phrase 'local traffic' created unnecessary ambiguities, and we correct that mistake here."[83]

Q. WHAT DID THE FCC SAY IN THE *ISP REMAND ORDER* REGARDING THE DEFINITION OF SECTION 251(B)(5) TRAFFIC?

A. The FCC found that it had erred in attempting to distinguish between local and long distance traffic for purposes of interpreting the relevant scope of section 251(b)(5).[84] The FCC said, "the term 'local,' not being a statutorily defined category, is particularly susceptible to varying meanings and, significantly, is not a term used in section 251(b)(5) or section 251(g)."[85] The FCC expressly stated:

> "Unless subject to further limitation, section 251(b)(5) would require reciprocal compensation for transport and termination of all telecommunications traffic, -- i.e., whenever a local exchange carrier exchanges telecommunications traffic with another carrier. Farther down in section 251, however, Congress explicitly exempts certain telecommunications services from the reciprocal compensation obligations. Section 251(g) provides:
>
> On or after the date of enactment of the Telecommunications Act of 1996, each local exchange carrier . . . shall provide exchange access, information access, and exchange services for such access to interexchange carriers and information service providers in accordance with the same equal access and nondiscriminatory interconnection restrictions and obligations (including receipt of compensation) that apply to such carrier on the date immediately preceding the date of enactment of the Telecommunications Act of 1996 under any court order, consent decree or regulation, order, or policy of the [Federal Communications] Commission, until such restrictions and obligations are explicitly superceded by

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83 *ISP Remand Order* at ¶ 46.
84 *ISP Remand Order at* ¶ 26.
85 *Id*. at ¶ 34.

> regulations prescribed by the Commission after such date of enactment."[86]

Q. WHAT ABOUT THE FCC'S COMMENTS IN PARAGRAPH 37 OF THE *ISP REMAND ORDER* REGARDING "CALLS THAT TRAVEL TO POINTS – BOTH INTERSTATE AND INTRASTATE – BEYOND THE LOCAL EXCHANGE"?

A. In paragraph 37 of the *ISP Remand Order,* the FCC was explaining that "[all] of the services specified in section 251(g) have one thing in common: they are all access services or services associated with access." The FCC's interpretation of the Section 251(g) carve out becomes clear when one looks at the complete text of paragraph 37:

> This limitation in section 251(g) makes sense when viewed in the overall context of the statute. All of the services specified in section 251(g) have one thing in common: they are all access services or services associated with access. *Before Congress enacted the 1996 Act, LECs provided access services to IXCs and to information service providers in order to connect calls that travel to points – both interstate and intrastate – beyond the local exchange.* In turn, both the Commission and the states had in place access regimes applicable to this traffic, which they have continued to modify over time. *It makes sense that Congress did not intend to disrupt these pre-existing relationships. Accordingly, Congress excluded all such access traffic from the purview of section 251(b)(5).*[87]

When taken in context, it is clear that Section 251(g) "grandfathered" pre-existing

[86] *Id* at ¶ 32 (footnote omitted).
[87] *Id* at ¶ 37 (emphasis added, footnotes omitted).

Federal compensation rules governing exchange access and information access traffic between local exchange carriers and interexchange carriers for toll services provided by interexchange carriers.[88]

Q. AS A RESULT, DID THE FCC AMEND THE CODE OF FEDERAL REGULATIONS?

A. Yes. The FCC amended 47 C.F.R. Part 51, Subpart H, to eliminate use of the term "local" and revised 47 C.F.R. Section 51.701(b)(1) to change the definition of services subject to Section 251(b)(5) of the Act. Prior to this amendment, under Section 51.701(b)(1) reciprocal compensation applied to "Telecommunications traffic between a LEC and a telecommunications carrier other than a CMRS provider that originates and terminates within *a local service area established by the state commission*."

Presently, under Section 51.701(b)(1) as amended by the FCC in the *ISP Remand Order*,[89] reciprocal compensation applies to "Telecommunications traffic exchanged between a LEC and a telecommunications carrier other than a CMRS provider, *except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access*."

[88] In footnote 65, the FCC explained:

Q. PLEASE EXPLAIN THE DIFFERENCE BETWEEN USING SBC'S DEFINITION OF SECTION 251(B)(5) TRAFFIC AND THE SECTION 251(G) CARVE OUT TO DETERMINE 251(B)(5) TRAFFIC.

A. SBC's proposed definition inappropriately applies access charges to new classes of services in direct violation of the findings of the FCC and D. C. Circuit Court of Appeals. As the FCC explained at paragraph 39 of the *ISP Remand Order*, "Accordingly, unless and until the Commission by regulation should determine otherwise, Congress preserved the pre-act regulatory treatment of all access services enumerated under section 251(g)."[90] That is, Congress preserved the application of access charges to toll services and the D.C. Circuit Court of Appeals held that the Section 251(g) carve out was meant to preserve certain pre-Act obligations that were in effect when Congress implemented the Act*, i.e.*, access payments for toll services, and could not serve as a carve out from Section 251(b)(5) for new classes of service.[91] Thus, if there was no pre-Act Section 251(g) obligation, then there is no post-Act Section 251(g) obligation.

"The term 'exchange service' as used in section 251(g) is not defined in the Act or in the MFJ. Rather, the term 'exchange service' is used in the MFJ as part of the definition of the term 'exchange access,' which the MFJ defines as 'the provision of exchange services for the purpose of originating or terminating interexchange telecommunications' *United States v. AT&T*, 552 F. Supp. at 228. Thus, the term 'exchange service' appears to mean, in context, the provision of services in connection with *interexchange* communications. Consistent with that, in section 251(g), the term is used as part of the longer phrase 'exchange services for such [exchange] access to interexchange carriers and information service providers.' The phrasing in section 251(g) thus parallels the MFJ. All of this indicates that the term 'exchange service' is closely related to the provision of exchange access and information access."

89 *Id.* at ¶ 112.

90 *ISP Remand Order* at ¶ 39.

91 *WorldCom, Inc. v. FCC*, 288 F. 3d 429 (D.C. Cir. 2002).

Q. DOES SBC AGREE THAT THE LOCAL/NON-LOCAL DISTINCTION IS NO LONGER RELEVANT TO DETERMINING IF TRAFFIC IS SUBJECT TO SECTION 251(B)(5)?

A. Apparently it has, at least outside of Missouri. Following is an excerpt from the Michigan Commission's Opinion and Order in Case No. U-12952:

> Ameritech Michigan objects and argues that the previous Commission orders finding that FX calls are subject to reciprocal compensation under 47 USC 251(b)(5) did so based on the finding that FX calls are local. That finding, Ameritech Michigan argues, is contrary to current law. It argues that the ISP Remand Order ruled that the question of whether traffic is or is not subject to reciprocal compensation under Section 251(c)(5) (sic) does not turn on whether the traffic is local. Rather, Ameritech Michigan argues, the FCC amended 47 CFR 51.701 by deleting the word "local" from the rule and establishing new determinants for whether particular traffic is subject to reciprocal compensation.[92]

Q. DOES AT&T'S PROPOSED DEFINITION OF SECTION 251(B)(5) TRAFFIC COMPLY WITH THE CODE OF FEDERAL REGULATIONS?

A. Yes. Each of the various types of traffic that AT&T has proposed to be included within the scope of 251(b)(5) Traffic in its proposed contract language (in Attachment 12, Section 1.1) are <u>not</u> carved-out by Section 251(g). That is, such traffic was not subject to access charges at the time of passage of the federal Telecommunications Act. In addition, AT&T identifies types of traffic that are carved-out by Section 251(g) in its proposed language in Attachment 12, Section 2.0. As I explain in my testimony, AT&T's definition of "251(b)(5) Traffic" is completely consistent with current Federal rules, the D.C. Circuit Court of

[92] *In the matter of* p*etition for arbitration to establish an interconnection agreement between TDS METROCOM, INC. and AMERITECH MICHIGAN*, Opinion and Order, Case No. U-12952, (Mich. PSC Order issued Sept. 7, 2001), at p. 23.

Appeals holding that ISP-bound traffic is not subject to the Section 251(g) carve out, and the FCC's findings in the Phone-to-Phone IP Telephony Order, FCC 04-97, whereas SBC's definition of 251(b)(5) Traffic is inconsistent and fails to apply the correct compensation regime to certain types of traffic, including IP-enabled traffic that is Information Services Traffic and ISP-bound traffic, as I explain in my testimony on Intercarrier Compensation Issues 1b, 1c, 1f and 1g.

Q. WHAT SHOULD THE COMMISSION DO?

A. It should reject SBC's proposed contract language for Section 1.2 in Attachment 12, Sections 1 and should adopt AT&T's proposed contract language for Section 1.1 in Attachment 12.

Issue 1b: What IP Enabled Traffic should be excluded from Sec 251(b)(5) reciprocal compensation and subject to access in accordance with the FCC's Phone-to-Phone IP Telephony Order, FCC 04-97 (rel. April 21, 2004)?

Issue 1c: Should IP Enabled traffic that does not meet the criteria set forth in the FCC's Phone-to-Phone IP Telephony Order, FCC 04-97 (rel. April 21, 2004), be addressed within the context of this arbitration?

Q. WHICH SBC ISSUE STATEMENTS ARE YOU ADDRESSING IN THIS SECTION OF YOUR REBUTTAL TESTIMONY?

A. In this section of my testimony I address SBC's Intercarrier Compensation Issue Statements 1a(i), 1b & 1c, and SBC's Network Architecture Issue Statement 18a, which is the same as SBC's Intercarrier Compensation Issue Statement 1b & 1c.

Q. PLEASE DESCRIBE THIS ISSUE.

A. The parties disagree as to the appropriate regulatory classification and treatment for IP Enabled Services Traffic that is also Information Services Traffic. SBC

contends that all IP Enabled Traffic is nothing more than access traffic and should be treated as such for both routing and intercarrier compensation purposes, except for traffic that originates and terminates within a local exchange area. It is AT&T's position that IP Enabled Services Traffic is generally subject to Section 251(b)(5), except for the specific PSTN-IP-PSTN service described in the FCC's April 21, 2004 Order, which AT&T no longer provides. As my testimony explains, AT&T's IP Enabled Services Traffic is Information Services Traffic that (1) falls within the scope of the Enhanced Services Exemption, (2) can be routed over interconnection trunks and (3) is subject to reciprocal compensation arrangements like other types of 251(b)(5) traffic.

Q. WHICH SBC WITNESSES PROVIDED TESTIMONY ON INTERCARRIER COMPENSATION ISSUE STATEMENTS 1B & 1C, AND SBC'S NETWORK ARCHITECTURE ISSUE STATEMENT 18A?

A. Mr. Constable addresses the issues at pages 5-17 of his direct testimony and Ms. Douglas addresses them at 5-8 of her direct testimony. Mr. Constable puts forth most of SBC's arguments on these issues.

Q. IS THERE A DISAGREEMENT BETWEEN THE PARTIES OVER THE COMPENSATION FOR PSTN-IP-PSTN TRAFFIC?

A. AT&T did not think there was a disagreement between the Parties over the compensation for PSTN-IP-PSTN traffic because the Parties agree that access charges apply to toll calls over the specific service addressed in the FCC's April 21, 2004 *Phone to Phone IP Telephony Order*, which AT&T no longer provides. However, in his testimony Mr. Constable takes exception to AT&T's proposed

language for Section 2.1.1 in Attachment 12 because he claims "AT&T's proposed language attempts to confine the application of access charges for such PSTN-IP-PSTN traffic to 1+ dialed calls."[93] He also states "AT&T is wrong that the *Access Avoidance Order*[94] applies to only 1+ dialed calls."[95]

Q. WHAT DID THE FCC SAY REGARDING 1+ DIALED CALLS IN THE *PHONE TO PHONE IP TELEPHONY ORDER*?

A. First, the Commission should note that the language Mr. Constable has excerpted from the *Phone to Phone IP Telephony Order* is the same as the language AT&T is proposing in Section 2.1.1, except for the phrase "1+ interLATA and 1+ intraLATA Exchange Access calls", which is the language Mr. Constable is disputing. Next, despite Mr. Constable's assertion to the contrary, the FCC's *Order* specifically references 1+ dialing. In its conclusion, the FCC's *Order* states:

> We find AT&T's specific service, which an end-user customer originates by placing a call using a traditional touch-tone telephone with **1+ dialing,** utilizes AT&T's Internet backbone for IP transport, and is converted back from IP format before being terminated at a LEC switch, is a telecommunications service and is subject to section 69.5(b) of the Commission's rules.[96]

Further, footnote 58 of the *Phone to Phone IP Telephony Order* states:

> Because AT&T's specific service does utilize 1+ dialing, other VoIP services that do not are beyond the scope of this proceeding.

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93 Constable direct testimony at page 10.
94 SBC refers to the FCC's April 21, 2004 *Phone to Phone IP Telephony Order* as the *Access Avoidance Order.*
95 *Id.*
96 *Phone to Phone IP Telephony Order* at ¶ 24. (emphasis added)

The FCC was very careful to tailor its *Order* to the specific characteristics of the AT&T service at issue. This is not surprising given that it was AT&T that filed a petition for a declaratory ruling that was specific to IP Enabled service that AT&T was providing, and because there are presently many different variations on IP Enable services, in terms of routing and IP characteristics. Therefore, the language that AT&T proposes for Section 2.1.1 correctly and accurately reflects the FCC's decision in the *Phone to Phone IP Telephony Order* and should be adopted by the Commission.

Q. WHAT IS MR. CONSTABLE'S STATED CONCERN REGARDING THE INCLUSION OF 1+ DIALED CALLS?

A. His concern is that AT&T's proposed language applies only to 1+ dialed calls and that it would therefore somehow allow AT&T to obtain reciprocal compensation for long distance calls that do not use 1+ dialing, e.g., that use Feature Group B access arrangements or dial around codes. That is not AT&T's intention. It is well understood within the industry and by the Commission that "1+" is synonymous with long distance/toll calls and AT&T's proposed language uses the term in that context to distinguish such calls from Section 251(b)(5) calls for which access is clearly not appropriate. In any event, as I explained, AT&T's use of 1+ language is completely consistent with the FCC's *Phone to Phone IP Telephony Order*.

Q. IS AT&T SEEKING LATA-WIDE RECIPROCAL COMPENSATION FOR IP-PSTN TRAFFIC AS MR. CONSTABLE ALLEGES AT PAGE 10 OF HIS TESTIMONY?

A. No. Tellingly, Mr. Constable just makes a broad assertion and does not identify any specific language proposed by AT&T. As I explained in my direct testimony at page 107, the information service provider is treated as an end user of a local business line. If the call is a "local" call based on a comparison of the number associated with the local business line of the enhanced service provider/end user and the number of the called party, then the call will be treated as local for intercarrier compensation purposes. If the call is a toll based on a comparison of the number associated with the local business line of the enhanced service provider/end user and the number of the called party, then the call will be treated as a toll call for intercarrier compensation purposes.

Q. ON PAGE 7 OF HIS TESTIMONY, MR. CONSTABLE ASSERTS "PROVIDERS OF INTEREXCHANGE IP-PSTN SERVICES, LIKE ALL USERS OF ACCESS SERVICES, ARE SUBJECT TO THE OBLIGATION TO PAY INTRASTATE AND INTERSTATE ACCESS CHARGES WHEN THEY SEND TRAFFIC TO THE PSTN, UNLESS THEY ARE SPECIFICALLY EXEMPTED FROM DOING SO." PLEASE COMMENT.

A. There is a specific exemption for Information Service providers. As I describe in greater detail in my direct testimony on this issue, Information Services providers are entitled to the Federal Enhanced Service Provider ("ESP") Exemption that enables an ESP to be treated as an end user for purposes of the access charge rules.[97] Moreover, because IP Enabled Services ("IP-PSTN" in SBC's lexicon) that are Information Services are offered via telecommunications, they fall

squarely within the scope of Section 251(b)(5) of the Act, which applies broadly to the transport and termination of "telecommunications". Thus, an IP Enabled Service provider entitled to the Federal Enhanced Service Provider Exemption may purchase local business lines[98] to connect to the PSTN and the LEC providing the local business lines would pay reciprocal compensation pursuant to the rules in the applicable ICAs for traffic originating from such local business lines, including calls by the IP Enabled Service provider's subscribers that would be considered toll calls if carried end-to-end on the PSTN. Clearly SBC chafes at this long standing exemption from access charges, but the exemption is the status quo and the Commission should be clear that it is SBC that is trying to change the status quo well in advance of any further pronouncements on this issue by the FCC.

Q. ON PAGE 8 OF HIS TESTIMONY, MR. CONSTABLE QUOTES THE FCC'S STATEMENT "AS A POLICY MATTER, WE BELIEVE THAT ANY SERVICE PROVIDER THAT SENDS TRAFFIC TO THE PSTN SHOULD BE SUBJECT TO SIMILAR COMPENSATION OBLIGATIONS, IRRESPECTIVE OF WHETHER THE TRAFFIC ORIGINATES ON THE PSTN, ON AN IP NETWORK, OR ON A CABLE NETWORK. WE MAINTAIN THAT THE COST OF THE PSTN SHOULD BE BORNE EQUITABLY AMONG THOSE THAT USE IT IN SIMILAR WAYS." IS THIS FCC QUOTE RELEVANT TO THE ISSUE AT HAND?

A. No. In this quote, the FCC is stating a forward looking policy objective, not setting rules. This policy objective is certainly not in effect today. For example, the FCC and state commissions have promulgated rules establishing numerous,

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97 47 C.F.R. § 69.2(m)

98 Information Service Providers acting as end users are entitled to purchase local business lines pursuant to 47 C.F.R. § 69.5(a).

radically divergent, intercarrier compensation schemes for use of indistinguishable telecommunications functions in the PSTN based on the type of traffic, e.g., local vs. toll vs. EAS vs. CMRS, enhanced and ISP-bound traffic, and based on the jurisdiction and carrier of the traffic, e.g., interstate, intrastate, interLATA and intraLATA in the case of wireline carriers and intraMTA and interMTA in the case of cellular carriers. Regulators and the industry widely recognize that the existing intercarrier compensation system is broken and needs to be fixed and the debate to determine the most effective and equitable form of compensation is underway at the FCC.[99] In the mean time, this Commission should see that the appropriate compensation regime is applied to each type of traffic based on the rules in effect today, for as much as SBC would like to extend the switched access regime to historically exempt ESP traffic, there are many parties who would just as strongly argue to reform the switched access charge regime or to do away with it altogether.

Q. PLEASE COMMENT ON MR. CONSTABLE'S STATEMENTS AT PAGES 8 AND 13 OF HIS TESTIMONY "THE FCC HAS CLEARLY RULED THAT ENHANCED SERVICE PROVIDERS ARE INDEED USERS OF SUCH ACCESS SERVICES" AND "THE FCC FOUND THAT INFORMATION SERVICE PROVIDERS ARE USERS OF ACCESS SERVICES."

A. As the FCC explained in its *ISP Remand Order*:

[99] In fact, the FCC has begun the process of replacing the myriad existing intercarrier compensation regimes with a unified regime with its Further Notice of Proposed Rulemaking *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92, FCC 05-33, released March 3, 2005.

> In the *MTS/WATS Market Structure Order*, the Commission acknowledged that ESPs were among a variety of users of LEC interstate access services. Since 1983, however, the Commission has exempted ESPs from the payment of certain interstate access charges. Consequently ESPs, including ISPs, are treated as end-users for the purpose of applying access charges and are, therefore, entitled to pay local business rates for their connections to LEC central offices and the public switched telephone network (PSTN). Thus, despite the Commission's understanding that ISPs use *interstate* access services, pursuant to the ESP exemption, the Commission has permitted ISPs to take service under *local* tariffs.[100]

As the FCC stated in footnote 18 of the *Order*, "This policy is known as the 'ESP Exemption.'" Thus, the FCC has specifically exempted Enhanced Service Providers/Information Service Providers from paying access charges even though they use interstate access services.[101] Moreover, even if such providers were subject to access charges, which they currently are not, it appears that based on the federal jurisprudence in this area, including the FCC's *WATS* decision cited to by Mr. Constable, the correct access charges would be interstate access charges and not intrastate access charges. SBC's proposed language does not provide for the application of *interstate* access charges to ESP traffic, but simply lumps such traffic into its standard categorization of traffic for purposes of applying switched access charges, which would result in the inappropriate imposition of intrastate switched access charges.

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[100] *ISP Remand Order* at ¶ 11 (footnotes omitted).

[101] As I explained in my direct testimony at pages 10-11, Enhanced Services fall within the broader category of Information Services.

Q. ON PAGE 11 OF HIS TESTIMONY, MR. CONSTABLE QUOTES FCC COMMISSIONER ABERNATHY SAYING, "CARRIERS ARE BOUND BY OUR CURRENT RULES UNLESS AND UNTIL THE COMMISSION CHANGES THEM IN ACCORDANCE WITH THE ADMINISTRATIVE PROCEDURE ACT. CARRIERS CANNOT UNILATERALLY EFFECT RULE CHANGES BY ENGAGING IN SELF-HELP." IS AT&T ENGAGED IN SELF-HELP AS SBC INFERS?

A. No. First, AT&T no longer provides the PSTN-IP-PSTN arrangement that Commissioner Abernathy was describing. Second, in accordance with existing Federal rules, IP-PSTN traffic is an Information Service and is exempt from access charges. Thus, AT&T's proposal is consistent with existing Federal rules and SBC's inference to AT&T engaging in self-help is misdirected and inappropriate.

Q. IF THE COMMISSION ADOPTS AT&T'S PROPOSED LANGUAGE REGARDING COMPENSATION FOR IP ENABLED SERVICES THAT ARE ALSO INFORMATION SERVICES, WILL IT BE CREATING ONE STANDARD FOR AT&T AND A DIFFERENT STANDARD FOR EVERYONE ELSE AS MR. CONSTABLE ALLEGES AT PAGE 11 OF HIS TESTIMONY?

A. No. The Commission will be applying the FCC's *ESP Exemption Order*[102] as it is required to do in this arbitration and such decision can apply equally to all carriers.

[102] Amendments of Part 69 of the Commission's Rules Relating to Enhanced Service Providers, CC Docket No. 87-215, Order 3 FCC Rcd 2631, 2633 (1988) ("*ESP Exemption Order"*) and *Non-Accounting Safeguards Order,* 11 FCC Rcd at 21955-58, ¶¶ 102-107; *Federal-State Joint Board on Universal Service,* CC Docket No. 96-45, Report to Congress, 13 FCC Rcd 11501, 11507-08, 11516-17, ¶¶ 13-33 (1988) *(Stevens Report)*.

Q. PLEASE COMMENT ON MR. CONSTABLE'S ASSERTION THAT AT&T HAS DEFINED THE TERM "NET PROTOCOL CONVERSION" IN A "SELF-SERVING AND INACCURATE MANNER".

A. Mr. Constable is straining to find something wrong with AT&T's proposed definition of net protocol conversion. In the *Phone to Phone IP Telephony Order*, the FCC stated:

> By contrast, an enhanced service contains a basic service component but also involves some degree of data processing that changes the form or content of the transmitted information. Therefore, the Commission found that, generally, services that result in protocol conversion are enhanced services, while services that result in no net protocol conversion to the end user are basic services.[103]

AT&T's definition of Net Protocol Conversion in Section 2.1.1.1 of Attachment 12 is consistent with the FCC's definition above because the conversion from a packet switched data transmission protocol to the traditional circuit-switched protocol that is used in the PSTN changes the form of the transmitted information.

Q. AT PAGE 18 OF HIS TESTIMONY, MR. CONSTABLE ASSERTS "THE ESP ACCESS EXEMPTION ADDRESSES THE SITUATION WHERE AN ESP USES THE FACILITIES OF THE PSTN AS A LINK BETWEEN THE ESP AND ITS OWN SUBSCRIBERS." WHAT SUPPORT DOES SBC PROVIDE FOR THIS ASSERTION?

A. None. It appears to simply be the witness' opinion. Mr. Constable provides no supporting statement or Federal rule or court opinion supporting this assertion. In fact, it appears Mr. Constable is attempting to characterize the universe of ESP services subject to the ESP exemption based solely on one subset of ESP services.

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[103] *Phone to Phone IP Telephony Order* at ¶ 4.

Q. PLEASE EXPLAIN THE POINT YOU ARE MAKING IN MORE DETAIL.

A. Mr. Constable claims that the ESP exemption applies only when an ESP customer communicates with its ESP provider and the illustration he provides in his testimony to make his point is where an Internet Service Provider (ISP) uses the ESP exemption to permit its end user customers to reach it over Local Business Lines. This particular arrangement, however, is just one example of how the ESP exemption may be used. It does not define the entire universe of ESP services to which the exemption applies nor does it define the sole type of arrangement that can be used to take advantage of the ESP exemption. If it did, then the entire universe of ESP services would consist only of ISP arrangements. Indeed, the FCC expressly stated in its *ISP Remand Order* that ISPs are "one class of enhanced service providers (ESPs)" to which the exemption applies.[104] Thus, in clarifying that ISPs are entitled to the ESP exemption, the FCC also acknowledged that other ESP services are also subject to the exemption.

Q. DO VOICE OVER INTERNET PROTOCOL SERVICES FALL WITHIN THE UNIVERSE OF SERVICES SUBJECT TO THE ESP EXEMPTION?

A. Yes. As I have detailed in my direct testimony, the FCC has consistently recognized that services that include net protocol conversion are Information Services.[105] Computer-to-phone communications and phone-to-computer communications involve net protocol conversions. Most IP Enabled Services,

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[104] *ISP Remand Order* at ¶ 11 and related fn.16-18.

[105] *Non-Accounting Safeguards Order* 11FCC Rcd. 21905, ¶ 104(1996); BOC *Joint Petition for Waiver of Computer II Rules*, 10 FCC Rcd. 13758, ¶ 51 (1995); *Computer III Phase II Order*, 2 FCC Rcd. 3071, ¶¶ 64-71 (1987).

including all of AT&T's current IP Enabled Services, offer the capability for net protocol conversion in addition to other enhancements beyond the simple transmission of the communication that places them clearly within the Information Services category. Thus, the Information Services Provider would be treated as an end user of a local business service and the ILEC or CLEC providing the local business lines would exchange traffic flowing over the local business lines with other LECs at either reciprocal compensation or intrastate intraLATA access consistent with the ICA rules governing service transport and termination for trtaffic transported over local business lines.[106]

Q. DOES MR. CONSTABLE'S TESTIMONY ON PAGES 14-15 AND HIS DRAWING ON PAGE 17 CORRECTLY PORTRAY THE INTERCONNECTIONS BETWEEN THE INFORMATION SERVICE PROVIDER AND THE LEC PROVIDING THE BUSINESS LINE AND THE INTERCONNECTION BETWEEN THE TWO LECS?

A. No. Mr. Constable's testimony on pages 14-15 and his interconnection drawing on page 17 are incorrect because he portrays the CLEC as the Information Service Provider ("IP-Based Carrier" in the drawing on page 17) and then based on this misunderstanding asserts that AT&T the CLEC is seeking to use local business lines as interconnection facilities for the exchange of traffic with SBC.[107] This is simply incorrect.

[106] TCG is a CLEC that provides local business lines to Information Services Providers. AT&T Corp. is an Information Services Provider that is entitled to the Federal Enhanced Service Provider Exemption and is the entity that provides AT&T's VoIP service.

[107] *See* Constable direct testimony at page14, lines 18-21 and interconnection drawing on page 17.

The AT&T entities in this proceeding are CLECs that do not provide VoIP service but instead offer local telecommunications services, including business lines. AT&T's VoIP service is provided by another entity, AT&T Corp.

The Information Service Provider, which could be AT&T Corp. or other entities that provide VoIP services, can obtain local business lines from LECs, including AT&T and SBC, and use those business lines to connect to the PSTN. Because Information Service Providers are entitled to the Enhanced Services Exemption that enables an Information Service Provider to be treated as an end user for purposes of the access charge rules, the Party providing the local business line would route calls to end users served by the other Party over the local interconnection trunk groups between the Parties and would pay reciprocal compensation pursuant to the rules in the ICA. Schedule JS-7 corrects the errors in Mr. Constable's drawing and shows the correct interconnection arrangements.

Q. ARE THERE OTHER FLAWS IN MR. CONSTABLE'S ARGUMENT?

A. Yes. He asserts that the ESP exemption only exists to allow the ESP's customer to reach the ESP, and for support he cites to a single out-of-context statement in ¶ 343 of the FCC's 1997 *Access Reform Order.*[108] Mr. Constable ignores another statement in the Access Reform Order, just two paragraphs away at ¶ 341, where the FCC cites to its even earlier 1983 *Access Charge Reconsideration Order* for the proposition that "although ISPs may use ILEC facilities to *originate and*

terminate interstate calls, ISPs should not be required to pay interstate access charges."[109] Because ESPs, including ISPs, can purchase local business lines to both *originate and terminate* what the FCC has declared to be interstate traffic, clearly ESPs such as VoIP providers are exempt from access charges for terminating traffic on the PSTN and the ESP exemption is not as narrow as Mr. Constable contends.

Q. WHAT SHOULD THE COMMISSION DO?

A. The Commission should adopt AT&T's proposed language in Sections 1.1 and 2.1.1 and AT&T's revised definition for "Net Protocol Conversion" in Section 2.1.1.1 of Attachment 12. AT&T's language provides for the application of the Enhanced Service Exemption for Information Service Traffic - including IP Enabled Traffic that is Information Service Traffic - and accurately implements the FCC's *Phone to Phone IP Telephony Order.* SBC's language in Section 10.1 of Attachment 12 (along with its proposed language in Section 7.1 of Network Attachment 11, Part C, results in the imposition of access charges on Information Services Traffic, is contrary to the law, and should be rejected

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[108] Access Charge Reform, CC Docket No. 96-262, First Report and Order, 12 FCC Rcd 15982, 15998-99, ¶ 343 (1997) (*Access Reform Order*), *aff'd, Southwestern Bell Telephone Co. v. FCC,* 153 F.3d 523 (8th Cir. 1998).

[109] Id, ¶ 341, citing MTS and WATS Market Structure, Memorandum Opinion and Order, CC Docket No. 78-72, 97 FCC 2d 682, 711 – 22 ("*Access Charge Reconsideration Order")* (1983). (emphasis added)

Issue 1d: (SBC) Is it appropriate for the Parties to agree on procedures to handle Switched Access Traffic that is delivered over Local Interconnection Trunk Groups so that the terminating party may receive proper compensation?

Q. PLEASE DESCRIBE THIS ISSUE.

A. This issue is the same issue as SBC's Network Architecture Issue 18b, which I addressed in my testimony on AT&T Network Architecture Issue 18.

Issue 1e: (Joint) What is the appropriate form of intercarrier compensation for IntraLATA Interexchange traffic?

Q. HAVE THE PARTIES RESOLVED THIS ISSUE?

A. Yes.

Issue 1f: (SBC) What is the appropriate routing, treatment and compensation of ISP calls on an Inter-Exchange basis, either IntraLATA or InterLATA?

Issue 1g: (Joint) What is the correct definition of "ISP-Bound Traffic" that is subject to the FCC's ISP Terminating Compensation Plan?

Q. PLEASE DESCRIBE THESE ISSUES.

A. SBC asserts that ISP-bound calls that terminate outside the local mandatory calling areas from which they originate are appropriately classified as either IntraLATA or InterLATA toll traffic subject to tariffed access charges. Accordingly, SBC proposes contract language that defines "ISP-Bound Traffic" as traffic that originates from an end user and terminates to an ISP both physically located within the same mandatory local calling area. AT&T's position is that (1) ISP-bound traffic is Section 251(b)(5) Traffic; (2) the FCC's *ISP Remand Order* does not distinguish between various types of ISP-bound calls and applies

uniformly to all ISP-bound traffic; and (3) the FCC established a compensation regime for ISP-bound Traffic in the *ISP Remand Order*.

Q. WHAT SUPPORT DOES SBC PROVIDE FOR ITS DEFINITION OF ISP-BOUND TRAFFIC?

A. Ms. Douglas addresses Issue 1f at pages 7-8 and Mr. McPhee addresses Issues 1f and 1g at pages 4-8 of his testimony. Ms. Douglas states that "if an end user dials a long distance call to connect to the Internet Service Provider, the call is routed to an IXC who pays both originating and terminating Switched Access." Mr. McPhee simply asserts that SBC's proposed definition for ISP-Bound Traffic is pursuant to the FCC's *ISP Remand Order*.

Q. AS A PRACTICAL MATTER, DO CARRIERS PAY ACCESS CHARGES FOR ISP-BOUND TRAFFIC TERMINATED OVER FEATURE GROUP D INTERCONNECTION ARRANGEMENTS?

A. Yes, but that is not the point in dispute between the Parties. As a practical matter, interexchange carriers ("IXCs") pay access charges on some ISP-bound traffic, i.e., ISP-bound traffic exchanged over Feature Group D trunks. For example, if an end user dials an interLATA long distance number to reach his ISP that call will be exchanged between the originating LEC and the IXC and between the IXC and the terminating LEC over Feature Group D trunks and the IXC will pay access charges. These practical limitations, however, should not be construed to mean that carriers are *obligated by law* to pay access charges for ISP-bound traffic or that LECs should charge each other access charges for the exchange of ISP-Bound Traffic.

What the Parties disagree on in Issue 1f is not the compensation for calls dialed to ISPs on a toll basis, i.e., 1+ dialed calls, but the compensation for calls dialed to ISPs on a local basis. SBC's proposed definition of ISP-bound traffic would require the payment of access charges on calls that are dialed on a local basis if the end user and the ISP are not physically located in the same local calling area, which, as I explained in my direct testimony, is inconsistent with the D. C. Circuit Court of Appeals finding that ISP-bound traffic is not subject to Section 251(g) of the Act and therefore switched access charges do not apply to such traffic.

Q. IS SBC'S PROPOSED DEFINITION OF ISP-BOUND TRAFFIC IN ACCORD WITH THE FCC'S DEFINITION IN THE *ISP REMAND ORDER*?

A. No. While Mr. McPhee claims SBC's definition of ISP-Bound Traffic is consistent with the *ISP Remand Order*, he provides no reference to any specific language that supports SBC's claim that ISP-Bound Traffic is limited to traffic between end users and ISPs physically located within the same ILEC mandatory local calling scope.[110] The reason for this "omission" is simple. The *ISP Remand Order* contains no support for SBC's claim.

Q. HOW DO YOU RESPOND TO SBC'S ASSERTION THAT ISP-BOUND TRAFFIC IS LIMITED TO TRAFFIC BETWEEN AN END USER AND AN ISP THAT ARE BOTH PHYSICALLY LOCATED WITHIN THE SAME LOCAL CALLING AREA?

A. The FCC has twice rejected the idea that any ISP-bound traffic is "local" traffic for jurisdictional purposes because the nature of ISP-bound traffic is such that it

[110] *See* McPhee testimony at pages 5-8.

simply does not originate and terminate within a local area.[111] The FCC has never recognized a distinction between "local" and "non-local" forms of ISP-bound traffic for any purpose.[112] In the *ISP Remand Order*, the FCC explicitly recognized that its earlier reliance on a "local" versus "non-local" (i.e., "long distance") distinction for interpreting the relevant scope of Section 251(b)(5) was in error.[113] And again the FCC determined that all ISP-bound traffic was interstate for jurisdictional purposes and that intercarrier compensation for ISP-bound traffic was subject to the FCC's jurisdiction under section 201 of the Act.[114] The FCC broadly stated that if a call is bound for an ISP, then the CLECs and ILECs carrying that traffic are to be compensated using the FCC's interim rate regime set forth in the *ISP Remand Order*.[115]

The FCC went to great lengths to clarify that its Order did not rest on distinctions between "local" and "non-local" ISP-bound calls. The FCC's rationale for not distinguishing between "local" or "non-local" ISP-bound calls for intercarrier compensation purposes is rooted in its view of the differences between "internet communications" and "traditional telephone exchange services." As the FCC explained:

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[111] *Declaratory Ruling*, ¶¶ 18-20; *ISP Remand Order*, ¶ 14,

[112] The FCC, at one time, sought to determine whether *all* ISP-bound traffic was one or the other. In its 1999 *Declaratory Ruling* the FCC found that ISP-bound traffic was jurisdictionally interstate, but also determined that whether intercarrier compensation under section 251(b)(5) was appropriate hinged on whether ISP-bound traffic was "local" within the meaning assigned by the FCC's rules implementing Section 251(b)(5).

[113] *ISP Remand Order*, ¶ 26.

[114] *Id*. at ¶ 1.

[115] *See, e.g., ISP Remand Order* at ¶ 52.

> The Internet communication is not analogous to traditional telephone exchange services. Local calls set up communication between two parties that reside in the same local calling area. Prior to the introduction of local competition, that call would never leave the network of the incumbent LEC. As other carriers were permitted to enter the local market, a call might cross two or more carriers' networks simply because the two parties to the communication subscribed to two different local carriers. The two parties intending to communicate, however, remained squarely in the same local calling area. An Internet communication is not simply a local call from a consumer to a machine that is lopsided, that is, a local call where one party does most of the calling, or most of the talking. ISPs are service providers that technically modify and translate communication, so that their customers will be able to interact with computers across the global Internet.[116]

Thus, for purposes of the FCC's analysis, there is no meaningful difference between an ISP-bound call originating and terminating in the same local exchange area and one that originates and terminates in different exchanges. When two carriers collaborate to complete the "internet communication," the call is declared "interstate" and subject to the FCC's compensation regime.

Q. PLEASE COMMENT ON MR. MCPHEE'S STATEMENT ON PAGE 5 OF HIS TESTIMONY THAT IN ITS ISP REMAND ORDER, "THE FCC CLARIFIED THAT DIAL UP TRAFFIC BOUND FOR AN ISP IS NOT SECTION 251(B)(5) TRAFFIC."

A. In its *ISP Remand Order*, the FCC did say that ISP-bound traffic was not §251(b)(5) traffic because it was carved out by §251(g), but the D. C. Circuit Court of Appeals remanded that aspect of the *ISP Remand Order*. The D.C. Circuit Court of Appeals held that the FCC could not subject ISP-bound traffic to the §251(g) carve out, which would have excluded ISP-bound traffic from

[116] *Id.* at ¶ 63 (emphasis supplied).

§251(b)(5), because that carve out was meant to preserve certain compensation mechanisms that were in effect when Congress implemented the Act and remanded the FCC's *ISP Remand Order*.[117] As the Court observed:

> Indeed, the Commission does not even point to any pre-Act, federally created obligation for LECs to interconnect to each other for ISP-bound calls. And even if this hurdle were overcome, there would remain the fact that § 251(g) speaks only of services provided "to interexchange carriers and information service providers"; LEC's services to other LECs, even if en route to an ISP, are not "to" either an IXC or to an ISP.[118]

Thus, what the FCC has said on this point carries no weight, because the DC Circuit has specifically rejected it. Therefore, ISP-Bound Traffic is Section 251(b)(5) traffic.

Q. IS SBC'S PROPOSED DEFINITION FOR ISP-BOUND TRAFFIC LOGICAL?

A. No. The logical consequence of SBC's definition would be that having found that ISP-bound traffic is jurisdictionally interstate, because it did not originate and terminate within a local area but interacted with computers across the global Internet, the FCC then applied its finding and preempted the states only for traffic between end users and ISPs physically located in the same local calling area. In other words, ISP-bound traffic would only be subject to its "interstate compensation scheme" when the traffic was "local" in the narrowest sense. Of course the FCC did not order that result. In paragraph 82, the FCC spoke clearly

[117] *WorldCom, Inc. v. FCC*, 288 F. 3d 429 (D.C. Cir. 2002).
[118] *Id.*

and succinctly: "Because we now exercise our authority under section 201 to determine the appropriate compensation for ISP-bound traffic, however, state Commissions will *no longer have authority* to address this issue."[119] Clearly, the FCC did not limit its preemption to traffic between end users and ISPs physically located in the same local calling area as asserted by SBC.

Q. WHAT ABOUT MR. MCPHEE'S RELIANCE ON THE FCC'S STATEMENT THAT IT WAS "UNWILLING TO TAKE ANY ACTION THAT RESULTS IN THE ESTABLISHMENT OF SEPARATE INTERCARRIER COMPENSATION RATES, TERMS AND CONDITIONS FOR LOCAL VOICE AND ISP-BOUND TRAFFIC"?

A. Mr. McPhee is referring to a statement the FCC made in paragraph 90 of the *ISP Remand Order* explaining why its adoption of the "mirroring" rule in paragraph 89 is the correct policy. Mr. McPhee is taking this statement out of context and is attempting to use it to justify SBC's position that ISP-bound calls that originate and terminate in different local calling areas should be subject to access charges because voice calls that originate and terminate in different local calling areas are subject to access charges. However, a reading of the quote in context clearly shows that the FCC's statement does not support Mr. McPhee's inference. Here is the relevant text of the FCC's statements in paragraphs 89 and 90 of the *ISP Remand Order*:

> The rate caps for ISP-bound traffic that we adopt here apply, therefore, *only* if an incumbent LEC offers to exchange all traffic subject to section 251(b)(5) at the same rate. . . . For those incumbent LECs that choose *not* to offer to exchange section 251(b)(5) traffic subject to the same rate caps we adopt for ISP-

[119] *ISP Remand Order* at ¶ 82 (emphasis added).

> bound traffic, we order them to exchange ISP-bound traffic at the state-approved or state-arbitrated reciprocal compensation rates reflected in their contracts. This "mirroring" rule ensures that incumbent LECs will pay the same rates for ISP-bound traffic that they receive for section 251(b)(5) traffic.[120]

> Assuming the two calls have otherwise identical characteristics (*e.g.*, duration and time of day), a LEC generally will incur the same costs when delivering a call to a local end-user as it does delivering a call to an ISP. We therefore are unwilling to take any action that results in the establishment of separate intercarrier compensation rates, terms, and conditions for **local voice and ISP-bound traffic**. To the extent that the record indicates that per minute reciprocal compensation rate levels and rate structures produce inefficient results, we conclude that the problems lie with this recovery mechanism in general and are not limited to any particular type of traffic. [121]

Thus, the FCC was clearly stating that it was unwilling to take any action that resulted in different compensation for local voice and ISP-bound traffic. The FCC did not say local voice and "local" ISP-bound traffic, but local voice and ISP-bound traffic, which includes all ISP-bound traffic. Thus, the FCC's statement in paragraph 90 of the *ISP Remand Order* does not support SBC's definition of ISP-bound traffic, but, in fact, supports AT&T's definition.

Q. WHAT OTHER ASPECTS OF THIS ISSUE SHOULD THE COMMISSION CONSIDER?

A. The policy implications of SBC's position. There is a great deal of history to the FCC decisions involving the ESP exemption and its application to ISPs in particular, and AT&T will address these decisions and the policy considerations

[120] *Id* at ¶ 89 (emphasis in original).
[121] *Id* at ¶ 90 (emphasis added).

more fully in briefing. However, it must be remembered that the United States has a strong policy of promoting access to the Internet, which is one of the public policy goals of the ESP exemption. In its 1997 *Access Reform Order* the FCC cited to these policy goals as support for retaining the ESP exemption.[122] The FCC cited to Section 230(b) of the 1996 Act, which defines the United States' policy regarding the Internet:

> (1) to promote the continued development of the Internet and other interactive computer services and other interactive media;
>
> (2) to preserve the vibrant and competitive free market that presently exists for the Internet and other interactive computer services, unfettered by Federal and State regulation;

SBC's attempt to apply access charges to ISP traffic that is delivered over local interconnection trunks is antithetical to these goals. To the extent that the FCC saw an arbitrage problem with ISP-bound traffic, the FCC prescribed a remedy, which is a compensation scheme that mirrors reciprocal compensation or requires bill and keep. Nothing in the FCC's decisions, particularly in the most recent decision, the *ISP Remand Order*, supports the notion that access charges should even be applied to ISP-bound traffic.

Q. IS THERE ANOTHER REASON THE COMMISSION CANNOT APPLY ACCESS CHARGES TO ISP-BOUND TRAFFIC BETWEEN AT&T AND SBC IN MISSOURI?

A. Yes. Under the FCC's intercarrier compensation plan for ISP-bound traffic, if two LECs were exchanging ISP-bound traffic on a bill and keep basis as of the date

[122] *Access Reform Order,* ¶ 344,

the *ISP Remand Order*, i.e., April 27, 2001, then those carriers would continue to exchange such traffic on a bill and keep basis.[123] AT&T and SBC Missouri were exchanging ISP-bound traffic on a bill and keep basis on April 27, 2001.

Q. WHAT SHOULD THE COMMISSION DO?

A. The Commission should confirm that ISP-bound traffic is § 251(b)(5) traffic and is subject to the FCC's jurisdiction and the intercarrier compensation mechanism set forth by the FCC in its *ISP Remand Order.* Thus, the Commission should approve AT&T's proposed language in Sections 1.1, 1.7.1, 1.8.2, 1.9.2.1, 1.9.3.1, 1.11.1, 1.11.6, 1.11.7, 1.12.1.1, 1.12.1.2 and 8.5 of Attachment 12, which conforms the parties' interconnection agreement to compensation framework established by the FCC.

Issue 1h: Should the ICA include language referencing SBC's access tariff for interLATA FX traffic?

Issue 1h (SBC) What is the appropriate form of intercarrier compensation for interLATA FX traffic?

Q. PLEASE DESCRIBE THIS ISSUE.

A. The Parties disagree on whether an interconnection agreement should include language regarding interLATA FX traffic. AT&T believes it is unnecessary and

[123] In paragraph 152 of the *ISP Remand Order* the FCC stated, "Thus if a state has ordered all LECs to exchange ISP-bound traffic on a bill and keep basis, or if a state has ordered bill and keep for ISP-bound traffic in a particular arbitration, those LECs subject to the state order would continue to exchange ISP-bound traffic on a bill and keep basis."

should not be included, and even though SBC apparently agrees,[124] SBC nevertheless is proposing inclusion of the language.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. The Commission should reject SBC's proposed language in Section 2.2.2 of Attachment 12.

Issue 3a: What is the proper method of intercarrier compensation for Transit traffic?

Issue 3b: What other obligations exist between the Parties concerning transit traffic?

Q. DO YOU HAVE ANY REBUTTAL ON ISSUES 3A AND 3B?

A. The question of how SBC offers transit service, i.e., whether SBC offers transit service through the Interconnection Agreement or through a separate commercial agreement, and the question of whether SBC charges a TELRIC-based or market-based rate for transit service are implicated in both Network Issue 3 and Intercarrier Compensation Issues 3a and 3b. To avoid repetition, I respectfully refer the Commission to my rebuttal testimony on Network Architecture Issue 3 where I address Mr. McPhee's testimony on these issues.

Issue 3c: Should the ICA include terms addressing AT&T as a transit provider?

Q. PLEASE DESCRIBE ISSUE 3C

A. AT&T proposes that it should be afforded the opportunity to offer CLECs, CMRS providers and independent telephone companies transit services in Missouri in

[124] Douglas direct testimony at page 27, lines 4-5

competition with transit services offered by SBC. Although the preponderance of traffic would be exchanged with carriers other than SBC, AT&T does not believe it would have a viable transit offering unless it could also deliver transit traffic to SBC for termination. SBC objects to being required to accept transit traffic from AT&T.

Q. WHAT SUPPORT DOES SBC OFFER FOR ITS POSITION?

A. Mr. McPhee says, "SBC Missouri opposes AT&T's language because it does not address any meaningful or realistic situation."[125] He says, "SBC Missouri's preference is to directly interconnect with all other carriers" and "[t]herefore, it is unnecessary to include terms in the ICA for the delivery of traffic originated from a third party carrier and bound for SBC Missouri because SBC Missouri has necessary ICAs in place to be able to exchange traffic directly with such third party carriers . . . "[126]

Q. HOW DO YOU RESPOND TO MR. MCPHEE'S TESTIMONY?

A. SBC's position on this issue is baffling. AT&T's proposed language in Section 3.3 of Attachment 12 simply states:

> Each Party agrees that any third party (including without limitation an Affiliate of one Party) may make use of that Party's network to terminate traffic to the other Party.

[125] McPhee direct testimony at page 53, lines 7-8.
[126] *Id* at page 52, lines 10-15.

There is nothing in this statement that obligates SBC to use (i.e., to purchase) AT&T's transit service, if it is ever offered. There is nothing in AT&T's language that in any way interferes with SBC's ability to directly interconnect with any other carrier. AT&T's language simply requires SBC to accept traffic that AT&T's transit customer handed to AT&T for termination to a SBC subscriber.

Q. DOES THAT FACT THAT SBC INTERCONNECTS DIRECTLY WITH ANOTHER CARRIER MEAN THAT THE OTHER CARRIER HAS TO INTERCONNECT DIRECTLY WITH SBC?

A. No. If SBC and the other carrier use one-way trunking then each carrier makes an independent choice about how it wants to deliver its originating traffic to the other carrier. For example, SBC could decide to deliver its originating traffic to the other carrier through a direct connection, but the other carrier may elect to deliver its traffic to SBC via a transit provider. SBC's refusal to accept traffic from a transit provider will prevent carriers from using such indirect interconnection arrangements for delivering their originating traffic to SBC.

Q. WHY IS IT IMPORTANT THAT CARRIERS HAVE CHOICES FOR TRANSIT SERVICE?

A. SBC is proposing to provide its transit service through separate commercial agreements at "market-based" rates. At the same time, SBC is attempting to prevent AT&T from offering a meaningful service alternative to SBC's transit service. It is not at all clear that any carrier will be able to offer a meaningful transit service in competition with SBC given Mr. McPhee's statements that

"SBC's preference is to directly interconnect with all other carriers"[127] and "SBC Missouri does not want AT&T accepting traffic from such carriers on SBC Missouri's behalf."[128] Thus, SBC is really saying that it will always require other carriers to interconnect directly to it whether they want to or not. The Commission should not condone such blatantly anticompetitive behavior by SBC.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 3C?

A. The Commission should reject SBC's monopoly grip on transit services in Missouri and at least allow the possibility for competition to emerge for such services. Accordingly, the Commission should adopt AT&T's proposed language for Section 3.3 of Attachment 12.

Issue 3d: If either AT&T or SBC, as the transit provider, fails to transmit the necessary carrier identification for the terminating party to bill the originating carrier, may the terminating carrier bill the transit provider?

Q. WHAT SUPPORT DOES SBC OFFER FOR ITS OPPOSITION TO AT&T'S PROPOSED LANGUAGE?

A. Mr. McPhee believes that AT&T should not bill SBC for terminating calls when AT&T is unable to determine the originating carrier because this is "a problem SBC Missouri did not create and cannot alone resolve

Q. WHAT IS YOUR RESPONSE TO MR. MCPHEE'S TESTIMONY?

A. While SBC did not create the problem, it alone can solve it. AT&T receives traffic that originates on SBC's network and transit traffic on the same

[127] McPhee Direct Testimony at p. 52, lines 10-11.
[128] *Id* at page 53, lines 10-11.

interconnection trunk group. Therefore, when AT&T receives traffic from SBC without the necessary traffic identifiers, AT&T has no way of knowing that the traffic did not originate on SBC's network without CPN or that it is transiting traffic from another carrier. Thus, AT&T has no way to know to know that it should not bill SBC for the call. If SBC's position were adopted, AT&T would not be able to bill SBC for any traffic that lacks the necessary traffic identifiers, including traffic that originates on SBC's network without CPN, and SBC would have a free pass for all traffic that originates on its network that lacks the necessary traffic identifiers.

However, SBC has the ability to distinguish between traffic that originates on its network and traffic that transits its network and SBC can identify the originating carrier that sent the transit traffic. AT&T's proposal reasonably assumes that SBC will share such information with AT&T so that AT&T can bill the correct carrier for the traffic terminating over the interconnection trunk group.

Thus, contrary to Mr. McPhee's assertion, it is clearly in SBC's interest and SBC has it within its control to avoid the imposition of billing of transiting traffic simply by ensuring that transit traffic is properly identified. If the Commission does not place this obligation on SBC, then AT&T is without any means of identifying the source of the traffic it receives via the interconnection trunks with the net result being that AT&T cannot properly bill for traffic termination.

Q. HAS SBC ACKNOWLEDGED THAT IT CAN IDENTIFY THE ORIGINATING CARRIER FOR WHICH IT PROVIDES TRANSIT SERVICE AND THEREFORE PROVIDE THAT INFORMATION TO AT&T?

A. Yes. In the Texas Arbitration in Docket No. 28821, in response to a question from Staff, Mr. Neinast stated that even in situations where SBC does not have the calling party number ("CPN"), it can always identify the originating carrier based on the trunk group on which the traffic arrives.[129]

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 3D?

A. The Commission should adopt AT&T's proposed language in Section 3.2 of Attachment 12.

Issue 4: Should AT&T be able to charge an intrastate intraLATA Access rate higher than the incumbent?

Q. AFTER READING SBC'S TESTIMONY, DOES AT&T HAVE ANYTHING TO ADD?

A. Yes. SBC witness Douglas cites to the Commission's decision in Case No. TR-2001-65 as support for SBC's position and proposed language. Substantively, in Case No. TR-2001-65 the Commission determined that the CLEC's intrastate switched access rates should be capped at the rates of the ILEC(s) in whose exchange(s) the CLEC is operating. To the best of my knowledge, AT&T's CLEC access rates have always complied with this requirement.

[129] *See* Schedule JS-5, Transcript of Proceedings Before the Public Utility Commission of Texas, Austin, Texas, *Arbitration of Non-costing Issues for Successor Interconnection Agreement to the Texas 271 Agreement*, Docket No. 28821, Wednesday, September 22, 2004 at pages 309-310.

The Commission also determined in Case No. TR-2001-65 that a CLEC is permitted to petition the Commission for access rates above the cap upon a showing that the higher rates are cost-justified. This is an important exception to the general rate cap and one that is specifically authorized by the Commission's order in Case No. TR-2001-65. However, SBC's proposed contract language does not permit such an exception. Consequently, SBC's proposed language is inconsistent with the Commission's order. In contrast, AT&T's proposed language specifically refers to AT&T's tariffed rates, and those tariffs must always be approved by the Commission so they will always be compliant with the Commission's decision in Case No. TR-2001-65.

Finally, it is simply inappropriate to use language in the parties' interconnection agreement to set a cap for access rates. As Case No. TR-2001-65, and its predecessor Case No. TO-99-596, demonstrate, the issue of CLEC intrastate switched access rates is best addressed in a state law proceeding. Just as SBC would not agree to examine its switched access rates or otherwise agree to a cap on its intrastate rates as a result of this federal arbitration proceeding, neither should this proceeding be used as a vehicle to address SBC's concerns with a CLEC's intrastate switched access rates. SBC already has all of the relief it is entitled to as a result of the Commission's decision in Case No. TR-2001-65 and via the Commission's tariff-review process.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. The Commission should reject SBC's proposed language for Section 5.1 of Attachment 12 because it is inconsistent with the Commission's decision in Case No. TR-2001-65.

Issue 5: What is the proper treatment and form of intercarrier compensation for intraLATA 8YY traffic?

Q. WHICH SBC WITNESS PROVIDED TESTIMONY ON THIS ISSUE?

A. SBC witness Douglas addressed this issue at pages 22-23 of her testimony.

Q. DO YOU HAVE ANY COMMENTS ON MS. DOUGLAS'S TESTIMONY?

A. Yes. Ms. Douglas appears to rely solely on a general statement the FCC made in a Petition for Declaratory Ruling that toll-free service is an interexchange service. While that is true, it is also true that some interexchange calls are local calls, i.e., when multiple exchanges are included within the local calling area. Therefore, interexchange calls are not subject to access charges if they are local calls.

Q. DOES MS. DOUGLAS ADDRESS THE INCONSISTENCY BETWEEN SBC'S POSITION ON THIS ISSUE AND ITS DEFINITION OF 251(B)(5) TRAFFIC?

A. No. SBC's proposed definition for Section 251(b)(5) Traffic includes telecommunications traffic in which the originating end user of one Party and the terminating end user of the other Party are both physically located in the same SBC Missouri Local Exchange Area or within neighboring SBC Missouri Local Exchange Areas that are within the same common mandatory local calling area. This includes 8YY traffic between end users in the same local calling area.

In addition, Ms. Douglas makes no attempt to explain why both reciprocal compensation and access charges would apply to "local" calls under SBC's proposed language. SBC's proposed language for Section 7.1.1 of Attachment 12, provides that when the "originating end user of one Party and the terminating end user of the other Party are both physically located in the same local or mandatory local calling area, such traffic will be subject to compensation defined in Section 1.4 for the termination of Section 251(b)(5) Traffic or ISP-Bound traffic pursuant to the terms and conditions of the FCC terminating compensation plan as defined in Section 1.7.1, in addition to the applicable originating access charges as defined in the parties' respective access tariffs." In other words, both reciprocal compensation and access charges would apply to "local" calls under SBC's proposed language.

Q. PLEASE EXPLAIN AT&T'S PROPOSAL.

A. AT&T's proposal is that IntraLATA 8YY traffic that originates and terminates within the same mandatory local calling area should be subject to reciprocal compensation using the same analysis that is applied to the rating of local calls. For example, if the NPA-NXX of the translated POTS[130] telephone number associated with the 8YY number is within the originating party's local calling area as determined by the originating party's NPA-NXX, then the call should be rated as a local call for purposes of intercarrier compensation.

[130] "Plain Old Telephone Service"

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. The Commission should adopt AT&T's proposed language in Section 7.1 of Attachment 12 and should reject SBC's proposed language in Section 7.1.1.

Issue 6a: What terms and conditions should govern the compensation of traffic that is exchanged without the CPN necessary to rate the traffic?

Issue 6b: (SBC) Should CPN be sent with all categories of traffic, including Section 251(b)(5) Traffic, IntraLATA Toll Traffic, Switched Access Traffic and wireless traffic?

Q. AFTER READING SBC'S TESTIMONY, DOES AT&T HAVE ANYTHING TO ADD?

A. No. These issues have been fully addressed in my direct testimony.

Issue 6c: (SBC) Should a Party use commercially reasonably efforts to prohibit the use of its local exchange services for the purposes of delivering interexchange traffic?

Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES IN ISSUE 6C?

A. Ms. Douglas has not identified the language in dispute associated with this issue and therefore, as I stated in my direct testimony, AT&T is somewhat at a loss in identifying the dispute between the Parties. In her testimony at page 22, Ms. Douglas says SBC has "proposed language that would prohibit the carriage of interLATA traffic over local interconnection trunks." In its preliminary position statement, SBC states its position on the issue as:

> 6c. SBC's position is that a party should use commercially reasonable efforts to prohibit the use of its local exchange services (including, but not limited to, PRI, ISDN and/or Smart Trunks) that such party sells to others to be used for the purpose of delivering Interexchange Traffic. Such prohibition ensures that a

party terminating interexchange traffic receives appropriate switched access compensation.

Based on Ms. Douglas's testimony, AT&T would conclude that Issue 6c is the same issue as Intercarrier Compensation Issue 1d, which is the same issue as SBC's Network Architecture Issue 18b, which I have addressed in my testimony. On the other hand, if the issue is as stated in SBC's preliminary position statement, then there is no disputed language between the Parties.

Issue 6d: (SBC) Should each party agree not to strip, alter, modify, add, delete, change or incorrectly assign whether knowingly or inadvertently?

Q. HAVE THE PARTIES RESOLVED ISSUE 6D?

A. Yes.

Issue 6e: (SBC) Should Interconnection Trunk Groups only carry Section 251(b)(5)/IntraLATA Traffic?

Q. WHICH SBC WITNESSES ADDRESS THIS ISSUE?

A. SBC witnesses Douglas and Hamiter address this issue.

Q. PLEASE DESCRIBE THE DISPUTE BETWEEN THE PARTIES ON THIS ISSUE.

A. AT&T agrees the local interconnection trunk groups should carry only Section 251(b)(5)/intraLATA and ISP-bound traffic. However, as I discuss in my testimony on Network Architecture Issues 1 and 10 and Intercarrier Compensation Issues 1 and 7, the Parties disagree on whether certain types of calls are included under the statutory classification of § 251(b)(5) traffic. Thus,

the Commission decisions on those issues will determine the types of calls the Parties carry over the interconnection trunk groups.

Q. DO YOU DISAGREE WITH A STATEMENT IN MS. DOUGLAS' TESTIMONY ON THIS ISSUE?

A. Yes. At page 12 of her testimony, Ms. Douglas states:

> As Mr. Constable testifies, the FCC has already determined that compensation for all traffic that terminates to the PSTN is the same regardless of the technology used to originate the call.

Mr. Constable's statement is incorrect. For example, clearly different intercarrier compensation schemes apply to IP-enabled Information Service traffic versus IXC traffic and to wireline versus cellular traffic.

Issue 7: When Enhanced and IP Enabled Traffic is commingled with other traffic should the parties rely on factors for billing purposes rather than CPN?

Q. AFTER READING MR. CONSTABLE'S TESTIMONY, DO YOU HAVE ANYTHING TO ADD TO YOUR DIRECT TSTIMONY?

A. Yes. Mr. Constable states AT&T's definition of IP Enabled Services is not limited to services that use IP and "AT&T's definition could include virtually any imaginable form of traffic."[131] That is clearly not AT&T's intention and AT&T hereby revises its proposed language for Section 1.1(ii) in Attachment 12 to delete "but is not limited to". AT&T's proposed language for Section 1.1(ii) now reads:

> "IP Enabled Service" includes services and applications that rely on internet protocol for all or part of the transmission of a call. IP

[131] Constable direct testimony at page 18, lines 7-11.

Enabled Services include the digital communications capabilities of increasingly higher speeds, which use a number of transmission network technologies, and which generally have in common the use of internet protocol. IP Enabled Services may be provided over broadband or narrowband facilities. IP enabled applications could include capabilities based on higher-level software that can be invoked by the customer or on the customer's behalf to provide functions that make use of communications services. "IP Enabled Services that permit an end-user to send or receive information between the public switched telephone network (PSTN) and the internet is an example of "Information Service."

V. CONCLUSION

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Southwestern Bell Telephone, L. P. d/b/a/ SBC Missouri's Petition for Compulsory Arbitration of Unresolved Issues for a Successor Interconnection Agreement to the Missouri 271 Agreement ("M2A")	))))))	**Case No. TO-2005-0336**

AFFIDAVIT OF JOHN D. SCHELL, JR.

I, John D. Schell, Jr., being duly sworn, state that I am a contract employee working for AT&T. I have participated in the preparation of the attached Rebuttal Testimony in question and answer form to be presented in this case, and the answers were given by me. I have knowledge of the matters set forth in such answers and that such answers are true and correct to the best of my knowledge and belief.

Dated this 18th day of MAY, 2005.

John D. Schell, Jr.

STATE OF VIRGINIA)
) **SS**
COUNTY OF FAIRFAX)

SUBSCRIBED AND SWORN TO before me this 18th day of MAY 2005 by John D. Schell, Jr. who certifies that the foregoing is true and correct to the best of his knowledge and belief.

Witness my hand and official seal.

Kellena P Bush-Coley
Notary Public

My Commission expires:

May 31, 2007

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
520	ADVNMORARSR	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	ANTOMO50RS2	FNTNMO54DS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	BLCYMORERSB	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	BLDLMOGURS1	FSTSMOYEDS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	BLFDMOLORS4	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	BNTNMOKIRSC	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	BNTRMOFLRS4	FLRVMOGEDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	FLRVMOGE01T	SOUTHWESTERN BELL	
520	BSMRMOPERS0	FLRVMOGEDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	FLRVMOGE01T	SOUTHWESTERN BELL	
520	BUFTMOHURS3	CHFDMO52DSA	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	BWLGMOEARS3	HNBLMOACDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	HNBLMOAC01T	SOUTHWESTERN BELL	
520	CDHLMO51RS0	FNTNMO54DS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	CDWLMOOLRSC	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	CHFDMO52DSA		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	CHFDMO52RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	CHFFMOTURSD	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	CHTNMOMURS2	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
520	CLSPMOFIRSA	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	CLSPMONORS7	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	CLVLMOCIRS6	HNBLMOACDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	HNBLMOAC01T	SOUTHWESTERN BELL	
520	CMPBMOCHRSH	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	CMTNMODIRS5	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	CMTNMONORS8	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	CNTRMOAMRS1	HNBLMOACDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	HNBLMOAC01T	SOUTHWESTERN BELL	
520	CPGRMOEDDSA		SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	CPGRMOEDRS7	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	CTVLMOEDRSL	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	DELTMOSWRSE	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	DESTMOGIRS0	FSTSMOYEDS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	DRNGMOPLRSM	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	DXTRMOMARS0	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	ELDNMOEXDSA		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	ELSBMOTWRS5	HNBLMOACDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	HNBLMOAC01T	SOUTHWESTERN BELL	

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
520	EPRRMONIRS3	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	ESSXMOAVRS5	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	EURKMO53RS0	CHFDMO52DSA	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	FISKMOWORS4	PPBLMOSUDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	FLRVMOGEDSA		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	FLTNMOMIRS0	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
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520	FRFRMOSTRS2	HNBLMOACDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	HNBLMOAC01T	SOUTHWESTERN BELL	
520	FRHNMOTARSK	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	FRTNMOPLDS0		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	FLRVMOGE01T	SOUTHWESTERN BELL	
520	FRTNMOPLRS2	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	FRTWMOSTRS2	FRTNMOPLDS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	FLRVMOGE01T	SOUTHWESTERN BELL	
520	FSTSMOYEDS0		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	GIDNMOHIRSD	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	GRMLMOFRRSB	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
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520	HAYTMOFLRSJ	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	HGRGMO56RS2	FNTNMO54DS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	HGRGMO57RS2	MXVLMO60DSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	HLBOMO66RS1	FSTSMOYEDS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	HLCMMOSWRSE	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	HNBLMOACDSA		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	HRNVMOPERSA	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	HVTRMO65RS4	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	HVTRMO67DSA		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	HVTRMO67RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	IMPRMO58RS2	MXVLMO60DSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	JCSNMOCIDS0		SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	KNNTMOTUDS1		SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	LDWDMOLORS3	FLRVMOGEDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	FLRVMOGE01T	SOUTHWESTERN BELL	
520	LKOZMOENRS0	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
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520	LOSNMOSKRS4	HNBLMOACDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	HNBLMOAC01T	SOUTHWESTERN BELL	
520	MCCKMOEMRS9	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	MEXCMOJUDSA		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	MLDNMOCRRSF	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	MNCHMO59DS0		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	MNCHMO59RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	MRHLMOBERSH	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
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520	MRTNMONIRS2	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	MTCYMOLORS1	MEXCMOJUDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	MEXCMOJU01T	SOUTHWESTERN BELL	
520	MXVLMO60DSA		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	NWMDMOSHRS0	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	OKRGMOAMRSN	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	OLAPMOSTRSQ	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	ORANMOCORSJ	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
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520	PATNMOTORSG	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	PCFCMO61RS0	VYPKMO64DS0	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	PCHNMOTERSM	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	PGVLMODRRS0	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	PONDMO62RS3	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	PONDMO62RS4	CHFDMO52DSA	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	PPBLMOSUDSA		SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	PPBLMOSURS8	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	PRSXMO68RS0	STCHMO63DSA	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	PRVLMOLIRSL	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	PUXCMOACRS1	PPBLMOSUDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	PVLYMOAARS0	FSTSMOYEDS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	PYVLMOTIRS7	HNBLMOACDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	HNBLMOAC01T	SOUTHWESTERN BELL	
520	QULNMOFARS3	PPBLMOSUDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	RCWDMOORRS1	FSTSMOYEDS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
520	RISCMOEXRSG	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	SCCYMOCORSF	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	SENTMORERSB	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	SGNVMOTURS2	FSTSMOYEDS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	SKSTMOGR04T		SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	SKSTMOGRDSA		SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	SNBHMOFRRS6	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STCHMO63DSA		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STCHMO63RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STCLMOMARS0	VYPKMO64DS0	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO01DSA		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO01DSC		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO01RS1	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO01RS5	CHFDMO52DSA	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO02DS2		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO02RS1	STLSMO20DSA	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
520	STLSMO03DS1		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO04CG0		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO04RS3	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO05321		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO05B2T		SOUTHWESTERN BELL					
520	STLSMO05CG0		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO05RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO06DS1		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO06RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO07DSA		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO07RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO08CG0		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO11DSA		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO20DSA		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO21DS3		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO21DS4		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
520	STLSMO22DS0		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO22RS3	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO23CG0		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO24CG0		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO25DSA		SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	STLSMO26DSA		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO26RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO27DS0		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO27RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO40CG0		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO41DS2		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO41RS4	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO42CG0		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO43CG0		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMO45DSA		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	STLSMOAARS0	CHFDMO52DSA	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
520	STLSMOZCXIZ		SOUTHWESTERN BELL					
520	STMYMOLIRSP	CPGRMOEDDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	TSCMMOEMRS2	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	TWACMOABRS4	CHFDMO52DSA	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	UNINMOLURS0	VYPKMO64DS0	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	VRSLMODRRS3	ELDNMOEXDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	VYPKMO64DS0		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	VYPKMO64RS2	STLSMO21DS3	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	WARDMOMARSK	KNNTMOTUDS1	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
520	WAREMOWHRS0	FSTSMOYEDS0	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL			
520	WASHMOBERS0	VYPKMO64DS0	SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	WDSPMO01DS0		SOUTHWESTERN BELL	STLSMO2101T	SOUTHWESTERN BELL			
520	WLVLMOMURS2	MEXCMOJUDSA	SOUTHWESTERN BELL	STLSMO0501T	SOUTHWESTERN BELL	MEXCMOJU01T	SOUTHWESTERN BELL	
520	WYTTMOORRS1	SKSTMOGRDSA	SOUTHWESTERN BELL	SKSTMOGR04T	SOUTHWESTERN BELL			
521	ARGYMOPARS1	LINNMOTWDS1	SOUTHWESTERN BELL	JFCYMOXA11T	SPRINT/UNITED TELEPHONE CO. OF MISSOURI			
521	FEBGMORIRS2	LINNMOTWDS1	SOUTHWESTERN BELL	JFCYMOXA11T	SPRINT/UNITED TELEPHONE CO. OF MISSOURI			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
521	LINNMOTWDS1		SOUTHWESTERN BELL	JFCYMOXA11T	SPRINT/UNITED TELEPHONE CO. OF MISSOURI			
521	METAMOBARS3	LINNMOTWDS1	SOUTHWESTERN BELL	JFCYMOXA11T	SPRINT/UNITED TELEPHONE CO. OF MISSOURI			
521	VINNMOGARS5	LINNMOTWDS1	SOUTHWESTERN BELL	JFCYMOXA11T	SPRINT/UNITED TELEPHONE CO. OF MISSOURI			
521	WPHLMOGLRS4	LINNMOTWDS1	SOUTHWESTERN BELL	JFCYMOXA11T	SPRINT/UNITED TELEPHONE CO. OF MISSOURI			
522	ASGVMOORRS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	BLNGMOMYRS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	CLVRMOLURS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	CRJTMOMIRS0	CRTHMOFLDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	CRTHMOFLDS0		SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	FRGVMOPLRS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	JPLNMOMADS0		SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	JPLNMOMARS0	SPFDMOTUDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	JSPRMOEXRS0	CRTHMOFLDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	LAMRMOOVRS0	CRTHMOFLDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	LCWDMOCERS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	MNTTMOBERS0	CRTHMOFLDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
522	MRNVMOHORS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	NESHMOGLRS0	CRTHMOFLDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	NEVDMONORS0	CRTHMOFLDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	NIXAMOAARS0	SPFDMOMCDS1	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	PRCYMOGRRS0	CRTHMOFLDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	RPBLMOPERS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	RRVLMOPLRS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	SPFDMOMCDS0		SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	SPFDMOMCDS1		SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	SPFDMOMCRS0	SPFDMOTUDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	SPFDMOTERS0	SPFDMOMCDS1	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	SPFDMOTL02T		SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	SPFDMOTUDS0		SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	SPFDMOTURS1	SPFDMOMCDS1	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	STFRMORERS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	WBCYMOORRS0	CRTHMOFLDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
522	WLGVMOWYRS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
522	WLRDMOSHRS0	SPFDMOMCDS0	SOUTHWESTERN BELL	SPFDMOTL02T	SOUTHWESTERN BELL			
524	ADRNMOAXRS0	KSCYMO20DS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	AGNCMOALRS0	STJSMODNDS0	SOUTHWESTERN BELL	STJSMODN03T	SOUTHWESTERN BELL			
524	ARCHMOAXRS0	KSCYMO20DS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	ARMSMOCRRS0	KKVLMOMODS0	SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	BLSPMOCADS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	BNVLMOTURS0	KKVLMOMODS0	SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	BRFDMOCLRS0	CHLCMOMIDS0	SOUTHWESTERN BELL	CHLCMOMI06T	SOUTHWESTERN BELL			
524	CHLCMOMI06T		SOUTHWESTERN BELL	CHLCMOMI06T	SOUTHWESTERN BELL			
524	CHLCMOMIDS0		SOUTHWESTERN BELL	CHLCMOMI06T	SOUTHWESTERN BELL			
524	CRTNMOLIRS0	CHLCMOMIDS0	SOUTHWESTERN BELL	CHLCMOMI06T	SOUTHWESTERN BELL			
524	DWNGMOFRRS0	KKVLMOMODS0	SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	EDINMOEXRS0	KKVLMOMODS0	SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	EXSPMOMERS0	KSCYMO42DS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	FYTTMOCHRS0	KKVLMOMODS0	SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
524	GLSGMOFERS0	KKVLMOMODS0	SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	HIGBMOGLRS0	KKVLMOMODS0	SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	KKVLMOMO10T		SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	KKVLMOMODS0		SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	KNNSMOLODS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO01DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO01RS0	KSCYMO55DS1	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO02DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO02RS0	KSCYMO55DS1	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO02RS1	KSCYMO45DS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO04DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO04RS0	KSCYMO55DS1	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO04RS1	KSCYMO01DS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO05DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO05RS0	KSCYMO55DS1	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO05RS1	KSCYMO55DS3	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
524	KSCYMO20DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO20RS0	KSCYMO21DS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO21DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO22DS1		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO22RS0	KSCYMO55DS1	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO22RS1	KSCYMO01DS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO23DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO24DS1		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO25DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO25RS0	KSCYMO55DS1	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO40DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO41DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO42DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO44DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO45DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO45RS0	KSCYMO55DS1	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
524	KSCYMO48DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO5503T		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO55DS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO55DS1		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	KSCYMO55DS3		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	LAMTMODIRS0	SDLIMOTADS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	LNCSMOGLRS0	KKVLMOMODS0	SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	MBRLMOAMDS0		SOUTHWESTERN BELL	MBRLMOAM06T	SOUTHWESTERN BELL			
524	MRCLMOCHRS0	CHLCMOMIDS0	SOUTHWESTERN BELL	CHLCMOMI06T	SOUTHWESTERN BELL			
524	MRSHMOGADS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	NWFRMOVIRS0	KKVLMOMODS0	SOUTHWESTERN BELL	KKVLMOMO10T	SOUTHWESTERN BELL			
524	RCMDMOPRRS0	KSCYMO42DS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	RUVLMORARS0	STJSMODNDS0	SOUTHWESTERN BELL	STJSMODN03T	SOUTHWESTERN BELL			
524	SDLIMOTADS0		SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	SDLIMOTARS0	KSCYMO55DS1	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	SLTRMOLARS0	MRSHMOGADS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			

LATA	END OFFICE	HOST	OCN NAME	ACCESS TANDEM	OCN NAME	LOCAL TANDEM	OCN NAME	INTRA-LATA TANDEM
524	SMVLMOTRRS0	KSCYMO20DS0	SOUTHWESTERN BELL	KSCYMO5503T	SOUTHWESTERN BELL			
524	SNANMOMORS0	STJSMODNDS0	SOUTHWESTERN BELL	STJSMODN03T	SOUTHWESTERN BELL			
524	STJSMODJRS0	STJSMODNDS0	SOUTHWESTERN BELL	STJSMODN03T	SOUTHWESTERN BELL			
524	STJSMODN03T		SOUTHWESTERN BELL	STJSMODN03T	SOUTHWESTERN BELL			
524	STJSMODNDS0		SOUTHWESTERN BELL	STJSMODN03T	SOUTHWESTERN BELL			
524	STJSMOMDRS0	STJSMODNDS0	SOUTHWESTERN BELL	STJSMODN03T	SOUTHWESTERN BELL			
524	STNBMOSURS0	STJSMODNDS0	SOUTHWESTERN BELL	STJSMODN03T	SOUTHWESTERN BELL			
524	TRENMOELRS0	CHLCMOMIDS0	SOUTHWESTERN BELL	CHLCMOMI06T	SOUTHWESTERN BELL			

Diagram of a Call between
A VoIP Subscriber and a non-VoIP Subscriber