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January 9, 2004

**FILED<sup>2</sup>**

JAN 09 2004

Missouri Public  
Service Commission

Secretary of PSC  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

Re: Case No. TC-2002-57

Dear Secretary:

Enclosed please find an original and eight (8) copies of the Direct Testimony of Bill Biere, on behalf of Chariton Valley Telephone Corporation in the above cited case.

Please note that this testimony contains attachments designated highly confidential as it contains reports, work papers or other documentation related to work produced by internal or external auditors or consultants. I would appreciate it if you would maintain the confidential nature of this information in accordance with the Commission's Protective Order.

Please bring this filing to the attention of the appropriate Commission personnel. Two copies of this testimony will be provided to all other parties of record. If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

  
Bryan D. Lade

Enc.

Cc: John Coffman      Mark Johnson      Lisa Creighton Hendricks      Dan Menser  
Dan Joyce      Larry Dority      Ron Williams      Paul Gardner  
Joe Murphy      Bret Dublinske      Leo Bub      MITG Mgrs.

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Exh. No. \_\_\_\_\_  
Issue: InterMTA Traffic Volumes  
Witness: William Biere  
Type of Exhibit: Direct Testimony  
Sponsoring Party: Complainants MITG  
Case No. Tc-2002-57  
Date: January 9, 2004

**BEFORE THE PUBLIC SERVICE COMMISSION**

**STATE OF MISSOURI**

Northeast Missouri Rural Telephone )  
Company and Modern Telecommuni- )  
cations Company, )  
Petitioners, )  
vs. )  
Southwestern Bell Telephone Company, )  
Southwestern Bell Wireless (Cingular), )  
Voicestream Wireless (Western Wireless) )  
Aerial Communications, Inc., CMT )  
Partners (Verizon Wireless), Sprint )  
Spectrum LP, United States Cellular, )  
Ameritech Mobile Communications, Inc. )  
Respondents. )

Case No. TC-2002-57

**FILED<sup>2</sup>**  
JAN 09 2004  
Missouri Public  
Service Commission

Direct Testimony

Of

William Biere

Re Traffic Proportions

On behalf of

Chariton Valley Telephone Corporation

January 9, 2004

Exh. No. \_\_\_\_\_  
Issue: InterMTA Traffic Volumes  
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Case No. Tc-2002-57  
Date: January 9, 2004

**AFFIDAVIT OF WILLIAM BIERE**

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF Macon     )

William Biere, of lawful age, on my oath states, that I have participated in the preparation of the foregoing direct testimony in question and answer form, consisting of \_\_\_\_\_ pages, to be presented in this case; that the answers in the foregoing testimony were given by me; that I have knowledge of the matters set forth in such answers; and that such matters are true to the best of my knowledge and belief.

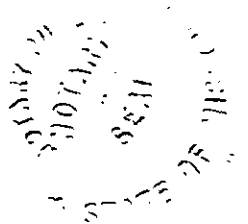
William Biere  
William Biere

Subscribed and sworn to before me this 5<sup>th</sup> day of January, 2004.

Audra E. Linebaugh  
Notary Public

My Commission Expires  
May 27, 2006

AUDRA E. LINEBAUGH  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cocriton County  
My Commission Expires: May 27, 2006



1 **Q. Please state your name, capacity, and business address?**

2 A. William Biere. I am General Manager of Chariton Valley Telephone  
3 Corporation, 109 Butler, Macon, Missouri, 63552.

4 **Q. On whose behalf are you testifying?**

5 A. Petitioner Chariton Valley Telephone Corporation.

6 **Q. Are you the same William Biere that testified in the prior hearing in this**  
7 **case?**

8 A. Yes.

9 **Q. What is the purpose of this testimony?**

10 A. This testimony will set forth the information in Chariton Valley's possession with  
11 respect to the proportions of interMTA and intraMTA traffic terminating to Chariton  
12 Valley from each of the wireless company Respondents against whom Chariton Valley's  
13 complaint remains pending.

14 On behalf of all Petitioners I will also testify as to what use the Commission can  
15 make of interMTA and intraMTA traffic proportions when switched access tariffs are the  
16 only compensation vehicle available. I will refer to some history preceding this case, and  
17 will explain why this case is different than the case the Commission recently heard  
18 involving the Small Telephone Company Group's complaint against the T-Mobile  
19 entities.

20 **Q. Please set forth the terms of the Commission Order giving rise to this phase**  
21 **of this proceeding.**

1 A. The Commission's June 3, 2003 Order Reopening the Record directed that  
2 evidence be adduced as to the proportion of the wireless originating traffic terminating to  
3 the Petitioner companies that is interMTA and the proportion that is intraMTA.

4 **Q. Are you generally aware that the Commission has recently directed and**  
5 **conducted hearings and closing arguments as to interMTA and intraMTA traffic**  
6 **proportions in a complaint case brought by the Small Telephone Company Group**  
7 **against the T-Mobile entities and Western Wireless?**

8 A. Yes, counsel has kept me aware.

9 **Q. Are there any differences in this case and the STCG case?**

10 A. Yes. As I understand, the STCG complaint was initiated solely for traffic the  
11 wireless carriers did not pay for under the terms of the STCG companies' Wireless  
12 Termination Service Tariff. In this MITG case, most of the traffic at issue terminated  
13 before there was any Wireless Termination Service Tariff in place.

14 **Q. Is there some traffic at issue here that was terminated when a Wireless**  
15 **Termination Service Tariff was in place?**

16 A. Yes, Alma, Choctaw, and MoKan had Wireless Termination Service Tariffs  
17 approved in February 2001. Those tariffs were effective for the traffic at issue to those  
18 companies, from February 2001 to December 2001. However, neither Chariton Valley,  
19 Northeast, nor Mid-Missouri had a wireless termination service tariff in effect during the  
20 four years of traffic at issue here.

1 **Q. In the complaints it was alleged that the terminating wireless traffic**  
2 **compensation issues were ongoing and would continue in the future. Is it true that**  
3 **since the prior hearing the wireless traffic has continued to terminate?**

4 A. Not only has it continued to terminate, generally the volume of this traffic has  
5 continued to increase.

6 **Q. With respect to the traffic volumes at issue when there was no Wireless**  
7 **Termination Service Tariff in effect, do you understand what use the Commission**  
8 **can make of the evidence of proportions of interMTA and intraMTA traffic?**

9 A. No.

10 **Q. Why not?**

11 A. Prior to the period now at issue, SWBT paid the MITG companies pursuant to  
12 their access tariffs for terminating wireless traffic, regardless of whether the traffic was  
13 interMTA or intraMTA in jurisdiction.

14 In 1997 The Commission entered an Order which was an attempt to change this.  
15 That Order allowed SWBT to change to a transiting function, but the Order was premised  
16 upon the Commission's understanding and expectation that future traffic terminating to  
17 the MITG Companies would be terminated under the auspices of interconnection  
18 agreements setting forth the terms of reciprocal compensation for local wireless traffic.

19 The wireless carriers and SWBT failed to comply with this Order. Wireless  
20 traffic continued to terminate to the MITG companies without there having been  
21 consummated any interconnection agreements.

1           The MITG traffic in evidence terminated between February 1998 and December  
2 2001. Chariton Valley additionally submitted evidence of traffic volumes through  
3 February 2002. For Mid-Missouri Telephone Co., Northeast Missouri Telephone Co. and  
4 Chariton Valley all of the traffic at issue terminated when the only compensation  
5 mechanism applicable was these companies' access tariffs. These access tariffs have no  
6 provisions differentiating traffic based on whether it is interMTA or intraMTA in  
7 jurisdiction.

8           If the Commission were to rule that the Mid-Missouri, Northeast and Chariton  
9 Valley companies were not entitled to compensation for intraMTA traffic during this  
10 period, such a ruling could mean these companies may not be able to recover  
11 compensation even though all parties agree they are entitled to compensation.

12 **Q.     What aspects of the Commission December 23, 1997 Order in SWBT's**  
13 **Wireless Interconnection Tariff case. TT-97-524 resulted in this situation?**

14 A.     In my opinion, the Commission's Order was flawed because the primary liability,  
15 secondary liability, and indemnity provisions failed to provide the "maximum" incentive  
16 to negotiate reciprocal compensation that the Commission stated it wanted to provide.

17           The essential flaw was that the Commission stated that, if the wireless carriers  
18 failed to consummate reciprocal compensation agreements, they would be primarily  
19 liable *for* reciprocal compensation. With due respect for the Commission, I believe that  
20 making wireless carriers liable for reciprocal compensation if they failed to consummate  
21 reciprocal compensation agreements failed to provide any incentive. Why would  
22 wireless carriers be incented to expend the time, trouble, and expense of negotiating an

1 agreement, when the worst it would risk for not doing so would be to pay the reciprocal  
2 compensation it should have negotiated in the first place?

3 **Q. Has the Commission indicated it failed to provide the correct incentive?**

4 A. I believe that in its February 8, 2001 Order in TT-2001-139, the Commission  
5 agreed and recognized that it had failed to provide the necessary incentive:

6 “Because the wireless-originated traffic continues to be terminated to subscribers  
7 of the small LECs at no extra cost to the CMRS carriers, there is not incentive for  
8 those carriers to enter into agreements wit the small LECs. Since the  
9 implementation of SWBT’s revised tariff in February, 1998, not a single such  
10 termination compensation agreement has been made between a CMRS carrier and  
11 a small LEC. In those instances in which a small LEC has presented a bill to a  
12 CMRS carrier, the bill has generally not been paid.”

13  
14 **Q. What has been the result of the failure to consummate interconnection  
15 agreements?**

16 A. The MITG companies have been left with no effective recourse, other than this  
17 complaint proceeding.

18 Under the Act the ability to consummate reciprocal compensation lies with the  
19 wireless carriers, not with the MITG companies. The wireless companies did not  
20 effectuate reciprocal compensation agreements prior to terminating this traffic. The  
21 MITG companies had no reciprocal compensation rate to bill the wireless carriers for  
22 their “primary” liability, or to bill SWBT for its “secondary liability”. The only lawful  
23 rate we had to apply was our exchange access rate.

24



1 **Q. Has the Commission attempted to rectify this situation?**

2 A. Yes. In its February 8, 2001 Order in TT-2001-139,<sup>1</sup> the Commission approved  
3 Wireless Termination Service Tariffs in order to get the small companies paid, and to  
4 provide real incentive for reciprocal compensation agreements.

5 **Q. How did the Commission justify the application of Wireless Termination  
6 Service Tariffs to wireless traffic?**

7 A. In its Order approving Wireless Termination Service Tariffs, the Commission  
8 recognized those tariffs were “in the nature of exchange access”. The Commission  
9 decided that state tariffs were not subject to reciprocal compensation rules, and if the  
10 wireless carriers did not like them they could exercise their rights under the 1996 Act and  
11 consummate agreements containing reciprocal compensation provisions.

12 **Q. Do you see any difference in applying access tariffs versus Wireless  
13 Termination Tariffs to wireless traffic delivered in the absence of an interconnection  
14 agreement?**

15 A. No. The Commission’s rationale for approving the Wireless Termination Tariffs  
16 seems equally true of access tariffs. The commission has found that Wireless  
17 Termination Service Tariffs are in the nature of access tariffs, and that the 1996 Act does  
18 not require Wireless Termination Service Tariffs to contain reciprocal compensation  
19 provisions. If the Act does not require Wireless Termination Tariffs to contain

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<sup>1</sup> *In the Matter of Mark Twain Rural Telephone Company's Proposed Tariff to Introduce Its Wireless Termination Service*, Case No. TT-2001-139 (Report & Order, issued February 8, 2001).

1 reciprocal compensation components, it would be inconsistent to require access tariffs to  
2 contain such components.

3 If the Act does not prohibit the application of Wireless Termination Service  
4 Tariffs to this traffic, the Act did not prohibit the application of access tariffs to this  
5 traffic. The Commission's Order in TT-2001-139 recognized its own conclusion in the  
6 United Complaint case that terminating exchange access charges can be applied to the  
7 termination of wireless-originated traffic.<sup>2</sup>

8 If the payment of Wireless Termination Tariff rates was supposed to motivate  
9 wireless carriers to finally come to the bargaining table and consummate reciprocal  
10 compensation agreements, then the application of the higher access rates would have  
11 provided even stronger incentive.

12 **Q. Would the application of access tariffs to this traffic be unfair to**  
13 **Southwestern Bell Telephone?**

14 A. No. SWBT has protected itself by making the wireless carriers responsible to  
15 indemnify SWBT from any charges rendered by the MITG companies. As SWBT has  
16 taken no steps to see that reciprocal compensation was in place prior to transiting the  
17 wireless traffic, SWBT is partially responsible for this situation.

18 **Q. Do you see any problems with applying the access tariffs directly to the**  
19 **wireless carriers?**

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<sup>2</sup> *In the Matter of United Telephone Company*, Case No. TC-96-112 (*Report & Order*, iss'd April 11, 1997). The Commission reaffirmed this position in two further decisions issued in 1999. *In the Matter of Chariton Valley Telephone Corporation*, Case No. TC-98-251 (*Report & Order*, iss'd June 10, 1999) (Crumpton, C., concurring & Murray, C., dissenting) and *In the Matter of Mid-Missouri Telephone Company*, Case No. TC-98-340 (*Report & Order*, iss'd June 10, 1999) (Crumpton, C., concurring & Murray, C., dissenting).

1 A. Yes. Exchange access service is a service the MITG companies provide to  
2 interexchange carriers pursuant to the access tariff. Prior to being billed for access under  
3 this tariff, traditionally carriers have ordered access and met the terms of the access tariff.  
4 The wireless carriers have not done that, only SWBT has.

5 **Q. Please set forth the wireless carrier traffic for whom Chariton Valley's**  
6 **Complaint has not been resolved?**

7 A. The wireless carriers for whose traffic Chariton Valley's Complaint has not been  
8 resolved are Cingular, US Cellular, T-Mobile, Western Wireless, and Sprint PCS. There  
9 are other wireless carriers sending traffic for whom Chariton Valley bills but is not paid.  
10 However, this occurred after the filing of the complaint herein, and they were not named  
11 as Respondents by Chariton Valley. They will have to be addressed later. Hopefully the  
12 result in this case will be useful in that regard.

13 **Q. Would you restate the traffic volumes for this four year period for which**  
14 **evidence was adduced at the prior hearing?**

15 A. Yes. CTUSR reports provided by SWBT to Chariton Valley reflect the following  
16 amounts of uncompensated traffic originated by the following Respondent Wireless  
17 Carriers:

18	Cingular:	671,670
19	US Cellular:	2,783,966
20	T-Mobile:	97,520
21	Western W:	158,815
22	Sprint PCS:	<u>23,966</u>

1 Total 3,735,937

2

3 **Q. Can you quantify the amount of money potentially at stake for Chariton**  
4 **Valley?**

5 A. Yes, but I would have to utilize some rate in making this quantification. At  
6 Chariton Valley's Missouri terminating access rates these uncompensated minutes  
7 represent approximately \$294,000.

8 **Q. Has the FCC provided direction with respect to how interMTA and**  
9 **intraMTA traffic is to be determined?**

10 A. Yes. In its August 8, 1996 Interconnection Order, the FCC provided guidance to  
11 the industry in determining how interMTA traffic could be determined for purposes of  
12 reciprocal compensation. In paragraph 1044 of that Order, the FCC set forth 3 methods  
13 for determining interMTA and intraMTA traffic proportions, which I will refer to as the  
14 "first method", "second method", and "third method":

15 **First Method:** calculated or extrapolated factors from traffic studies and samples  
16 are included in agreements as to the proportions of interMTA and intraMTA traffic,  
17 obviating the need to record or assume traffic origination points;

18 **Second Method:** location of the initial cell cite when a call begins is recorded  
19 and used to identify the call origination point to determine if the call was interMTA or  
20 intraMTA;

1           **Third Method:** the point of interconnection between the wireless carrier and  
2 LEC is utilized as the call origination point to determine if the call was interMTA or  
3 intraMTA.

4   **Q.     Do you believe the FCC contemplated that, whatever method was utilized, it**  
5 **would be contained in an approved agreement?**

6   A.     Yes, I believe the FCC was providing guidance to the industry as to what type of  
7 methodology was expected, acceptable, or useful for negotiating and approving the  
8 reciprocal compensation agreement, leaving it to the parties to select the method that  
9 would best suit them.

10 **Q.     Does Chariton Valley have any approved agreements with Respondent**  
11 **wireless carriers containing any of these three methods?**

12   A.     No. The traffic at issue was received by Chariton Valley after February 5, 1998,  
13 in the absence of any such agreement.

14 **Q.     If there had been agreements, do you believe this case would be necessary?**

15   A.     No. If agreements had been reached, in all likelihood they would have contained  
16 one of the three methods the FCC identified.

17 **Q.     As there are no such agreements, whose responsibility do you believe it**  
18 **should have been to record and retain the necessary call information from which the**  
19 **Second Method interMTA and intraMTA traffic proportions could be determined?**

20   A.     SWBT and the wireless carriers knew they were sending this traffic to Chariton  
21 Valley. They knew Chariton Valley would be entitled to compensation for this traffic.  
22 They knew it was terminating without an interconnection agreement. They knew there

1 was no agreement with Chariton Valley as to how to determine interMTA and intraMTA  
2 traffic proportions. Given this knowledge, it seems to me that they should have known  
3 there could be a compensation dispute. Given this, they should have made arrangements  
4 to preserve information that would distinguish interMTA and intraMTA traffic volumes.

5 **Q. Have they?**

6 A. Apparently not. In their responses to data requests they indicate they did not  
7 preserve this information.

8 **Q. Can you explain the Major Trading Areas, or MTAs?**

9 A. Yes. MTA is an acronym for Major Trading Area. The FCC established the  
10 MTA as the boundary for "local" reciprocal compensation, assuming an Interconnection  
11 Agreement implementing reciprocal compensation between an ILEC and CMRS provider  
12 was obtained.

13 **Q. Could you describe how the MTA boundaries impact Chariton Valley?**

14 A. Yes. Schedule 1 is a map of Missouri, with MTA boundaries depicted. Chariton  
15 Valley has eighteen exchanges serving about 8620 access lines. All of these exchanges  
16 are within the Kansas City LATA 524. All of the wireless traffic delivered by SWBT to  
17 Chariton Valley is delivered over SWBT's facilities within the Kansas City LATA.  
18 However, only two counties in which Chariton Valley serves lie within the Kansas City  
19 MTA. The rest of Chariton Valley's service area lies within the St. Louis MTA.

20 Thirteen Chariton Valley exchanges lie entirely within the St. Louis MTA. They  
21 are Atlanta, Bevier, Bynumville, Callao, Clifton Hill, Ethel, Excello, Forest Green,

1 Huntsville, Jacksonville, New Cambria, Prairie Hill, and Salisbury. These exchanges  
2 contain 7017 of Chariton Valley's 8620 access lines.

3 Two Chariton Valley exchanges lie entirely within the Kansas City MTA. They  
4 are Bosworth and DeWitt. These exchanges contain 473 access lines.

5 The three remaining exchanges, Bucklin, Hale, and New Boston, lie partially in  
6 the St. Louis MTA and partially in the Kansas City MTA. Of the 1130 access lines  
7 contained in these three exchanges, 944 lie in the Kansas City MTA, and 186 lie in the St.  
8 Louis MTA.

9 So in total Chariton Valley has 7203 lines in the St. Louis MTA, and 1417 in the  
10 Kansas City MTA.

11 **Q. Have the CTUSRs sent you by SWBT since February 5, 1998 contained**  
12 **sufficient information to allow you to determine interMTA and intraMTA traffic**  
13 **proportions utilizing the Second Method?**

14 A. No. The CTUSR reports to Chariton Valley which wireless carriers' traffic  
15 terminates to the different Chariton Valley exchanges. The CTUSR does not inform  
16 Chariton Valley of where the calls originate. Therefore the CTUSR does not provide  
17 sufficient information for Chariton Valley billings to differentiate interMTA from  
18 intraMTA traffic.

19 **Q. Did SWBT tell the Commission the CTUSR would be adequate for billing**  
20 **purposes?**

1 A. Yes. In TT-97-524, SWBT told the Commission in a reply brief that the CTUSR  
2 “should provide the ILECs with sufficient information to render a bill.”<sup>3</sup>

3 **Q. What position has this left you in?**

4 A. In order to comply with the Order Reopening the Record, Chariton Valley has had  
5 to attempt to develop information as to the proportions of interMTA and intraMTA traffic  
6 from its own records.

7 **Q. Have you developed information as to the proportions of interMTA and**  
8 **intraMTA traffic from other sources?**

9 A. Yes. We have utilized our best efforts at performing the Second Method for  
10 Cingular, US Cellular, T-Mobile, Western Wireless, and Sprint PCS.

11 **Q. Were you able to perform the First Method?**

12 A. No. The first method requires an exchange of traffic information containing call  
13 detail as to origination location from which a factor can be developed. Although we  
14 requested it from the wireless carriers, they did not have, or did not provide, this  
15 information.

16 **Q. Were you able to do the Third Method?**

17 A. We were not able to confidently do the Third Method, so we decided not to. If a  
18 wireless carrier only had one known interconnection point with SWBT, we could have  
19 used that point as the origination point for all calls, and we could have used the  
20 information provided by the CTUSRs as the termination point for all calls. This would  
21 have allowed us to use the Third Method to develop interMTA and intraMTA

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<sup>3</sup> Reply brief of Southwestern Bell Telephone Company. Case No. TT-97-524. pp. 12-13.



1 proportions. However, as we don't specifically know that each wireless carrier has only  
2 one interconnection point, we decided not to use this method.

3 **Q. Were you able to do the Second Method?**

4 A. This Method was the only method left. Although we did not have originating cell  
5 tower location information for each call, we do record the calling party's telephone  
6 number, including the NPA/NXX. We used the location of that NPA/NXX as a surrogate  
7 for the caller's location when the call was made. We also had the terminating exchange,  
8 and knew the terminating MTA of the calls.

9 **Q. What proportions of interMTA and intraMTA traffic originated by**  
10 **Cingular, US Cellular, T-Mobile, Western Wireless, and Sprint PCS does your**  
11 **Second Method analysis show?**

12 A. For Cingular this method showed that 41% of Cingular traffic originated and  
13 terminated in different MTAs. In other words, 41% of Cingular traffic was interMTA,  
14 and 59% was intraMTA.

15 For T-Mobile and Western Wireless, this method showed that 73% of T-Mobile  
16 traffic originated and terminated in different MTAs. In other words, 73% of T-Mobile  
17 traffic was interMTA, and 27% was intraMTA.

18 For Sprint PCS this method showed that 35% of Sprint PCS traffic originated and  
19 terminated in different MTAs. In other words, 35% of Sprint PCS traffic was interMTA,  
20 and 65% was intraMTA.

21 **Q. Please tell the Commission how you developed this information?**

1 A. Joe Knip does a good job of describing the process in his testimony. The  
2 Chariton Valley traffic period in evidence is between February 5, 1998 and February 28,  
3 2002. We initially selected a quarter from this period to analyze, the months of October,  
4 November, and December, 2001. However, Chariton Valley had switched billing  
5 vendors, and encountered difficulties processing the October data, so Chariton Valley's  
6 analysis is based upon November and December, 2001 traffic.

7 All of the traffic at issue was being delivered by SWBT to the intraLATA toll  
8 network. We record the number of the caller originating the call, which gives us their  
9 NPA/NXX. We secured a list of NPA/NXXs assigned to Cingular, US Cellular, T-  
10 Mobile, Western Wireless, and Sprint PCS, and screened the traffic delivered on the  
11 SWBT trunks to identify traffic originated by each of those wireless carriers.

12 For each call originated by the respective wireless carrier, we identified the  
13 geographical area in which that NPA/NXX was assigned. We then assigned the  
14 originating MTA for each call as that MTA including the area to which the NPA/NXX  
15 was assigned. For each call we also had the location of the Chariton Valley exchange the  
16 call terminated to. This provided the terminating MTA.

17 All calls terminating to the 13 exchanges entirely within the St. Louis MTA were  
18 known to terminate in the St. Louis MTA. All calls terminating to the 2 exchanges  
19 entirely within the Kansas City MTA were known to terminate in the Kansas City MTA.

20 For the three exchanges located both in the Kansas City and St. Louis MTAs, we  
21 assumed that all calls terminated to the Kansas City MTA. Given that only 186 of these  
22 lines were in the St. Louis MTA, we made this assumption. In other words we

1 knowingly mis-assigned 2 percent of total access lines. The reason we did this was to  
2 avoid the time and effort required to individually translate two months of calls between  
3 1130 different numbers.

4 With both an originating MTA and a terminating MTA thus identified for each  
5 call, we calculated the proportions of traffic volumes that were interMTA and intraMTA.

6 **Q. Can you produce the results of these analyses in more detail?**

7 A. Yes. The analysis for Cingular is attached hereto as Schedule 2 HC. The  
8 analysis for T-Mobile and Western Wireless is attached hereto as Schedule 3 HC. The  
9 analysis for Sprint PCS is attached hereto as Schedule 4 HC.

10 **Q. Please describe any potential for inaccuracies that exist with respect to this**  
11 **surrogate Second Methodology?**

12 A. Our information does not allow us to know the actual location of the mobile caller  
13 when the call was made. Our study assumed that the call was made from the MTA which  
14 included the "home area" of the caller represented by his or her NPA/NXX. Intuitively  
15 we believed it safe to conclude that most wireless calls are made from the caller's home  
16 MTA.

17 We know that some wireless calls will be made while the customer is not in his  
18 home MTA. Therefore there are two types of errors that will be contained in our Second  
19 Method. First, it may identify an intraMTA call that was actually an interMTA call.  
20 Second, and conversely, it may identify an interMTA call that was actually an intraMTA  
21 call. These errors would tend to be offsetting, but I can't quantify the precise potential  
22 for each type of error.

1 **Q. Were there any anomalies with respect to any of this traffic that require**  
2 **further explanation?**

3 A. Yes. Chariton Valley and Northeast discovered that almost all US Cellular traffic  
4 did not have the true phone number of the US Cellular customer placing the call. Instead  
5 it had a 660-263-0073 number. This is a SWBT Moberly exchange number. When we  
6 attempted to call this number we discovered it was not a working number.

7 We then sent data requests to SWBT and US Cellular to attempt to find the reason  
8 for this. Based upon the answers to those data requests, it appears that SWBT believes  
9 US Cellular has a Type 1 interconnection at the SWBT Moberly end office that could  
10 serve up to 21,000 US Cellular customers in the Moberly area. SWBT apparently  
11 believes the calls originate from a wireless carrier trunk that uses multi-frequency  
12 signaling, not SS7 signaling. SWBT assigned the 660-263-0073 number as a trunk group  
13 screening number.

14 But it appears US Cellular believes it has both a type 1 end office interconnection  
15 combined in some fashion with a Type 2 tandem connection and trunks between SWBT's  
16 Moberly and Kirksville access tandems. US Cellular is apparently using this  
17 combination of facilities to route its traffic from many different service areas in which US  
18 Cellular may be serving up to 540,000 potential customer numbers. US Cellular states  
19 that the 660-263-0073 number is assigned because it is the "trunk group ANI".

20 **Q. What concerns did these data responses cause?**

21 A. We cannot tell how this traffic is routed before it is delivered. The explanation of  
22 why the 660-263-0073 number is assigned does not make sense. Multi-frequency trunks

1 can and do pass ANI. ANI should provide the originating caller's number. Also we  
2 have checked and SS7 has passed the caller's correct number even when the fake ANI is  
3 passed to our toll recording systems.

4 It further appears from US Cellular's response that some proportion of this traffic  
5 is carried by interexchange carriers other than SWBT, which would make this traffic  
6 access traffic regardless of whether it was interMTA or intraMTA in jurisdiction.

7 The bottom line is we are deprived of the caller's number, which precludes us  
8 from utilizing the Second Method to present evidence in compliance with the  
9 Commission's Order reopening the record.

10 **Q. What are you asking the Commission to do with respect to US Cellular**  
11 **traffic?**

12 A. I ask that the Commission simply presume that all US Cellular traffic is interMTA  
13 traffic, unless and until US Cellular provides call detail showing sufficient information to  
14 establish that a call or calls is not interMTA in jurisdiction.

15 **Q. Why did you present a single factor for both the T-Mobile entities and**  
16 **Western Wireless?**

17 A. Apparently Aerial, VoiceStream, Western Wireless, and T-Mobile have at times  
18 in the past been affiliates, and at times been separate entities. Apparently they all have  
19 used the same interconnection with SWBT. All Chariton Valley knows is what entity  
20 SWBT has reported as being responsible for originating the traffic. In recent proceedings  
21 in this case and in the STCG v T-Mobile Complaint, we have learned more about what  
22 carrier truly originated the traffic, as opposed to whom SWBT reported had originated the

1 traffic. We have also learned that the T-Mobile and Western Wireless entities disagree  
2 with SWBT as to which carrier is responsible. See the Attached Traffic Breakdown,  
3 Schedule 5. The "Responsible Wireless Co." column reflects the identity of the  
4 responsible carrier based upon new information from the T-Mobile and Western Wireless  
5 entities. The "CTUSR Reported Wireless Co." reflects the identity of the responsible  
6 carrier reported by SWBT.

7 Assuming as correct the identification of the entity that T-Mobile and Western  
8 Wireless now say is the responsible carrier, instead of the carrier the SWBT CTUSR  
9 reported as being responsible, Chariton Valley never received Western Wireless  
10 originated traffic, and should not have filed complaint against Western Wireless.

11 **Q. Does this situation with the T-Mobile and Western Wireless entities raise**  
12 **other concerns of yours?**

13 A. Yes. It demonstrates once again the frailty of "originating responsibility". Not  
14 only does the CTUSR fail to provide adequate information to jurisdictionalize traffic, it  
15 does not reliably identify the responsible wireless carrier. That is not acceptable. It is not  
16 commercially reasonable for Chariton Valley to have to conduct years of litigation to  
17 ascertain the financially responsible carrier. The billing records should do that, which is  
18 the convention the industry has relied upon for years. There is no indication that SWBT  
19 has any difficulty knowing which carrier to bill.

20 Apparently SWBT has allowed the traffic of multiple wireless carriers to traverse  
21 the same interconnection point. It could be that SWBT allows this because it bills the  
22 delivering carrier as the financially responsible carrier. SWBT may not have cared that

1 T-Mobile paid for Western Wireless originated traffic, and T-Mobile and Western settled  
2 up between themselves. That may be the business relationship SWBT has chosen at its  
3 interconnection point. But there is no justification for forcing Chariton Valley to bill  
4 Western Wireless for traffic SWBT bills T-Mobile for. Chariton Valley should have as  
5 much choice in business relationships as SWBT has.

6 **Q. Please set forth the intraMTA and intraMTA traffic proportions you are**  
7 **asking the Commission to find?**

8 A. Chariton Valley asks the Commission to find that the following proportion of  
9 interMTA traffic originated by the following Respondent Carriers were terminated to  
10 Chariton Valley between February 5, 1998 and February 28, 2002:

11		<b>Proportion</b>	<b>Proportion</b>
12	<b>Wireless</b>	<b>InterMTA</b>	<b>IntraMTA</b>
13	<b><u>Carrier</u></b>	<b><u>Traffic</u></b>	<b><u>Traffic</u></b>
14	Cingular	41%	59%
15	US Cellular*	100%	0%
16	T-Mobile/WW	73%	27%
17	Sprint PCS	35%	65%

18

19 \*unless and until US Cellular produces call detail demonstrating a different percentage.

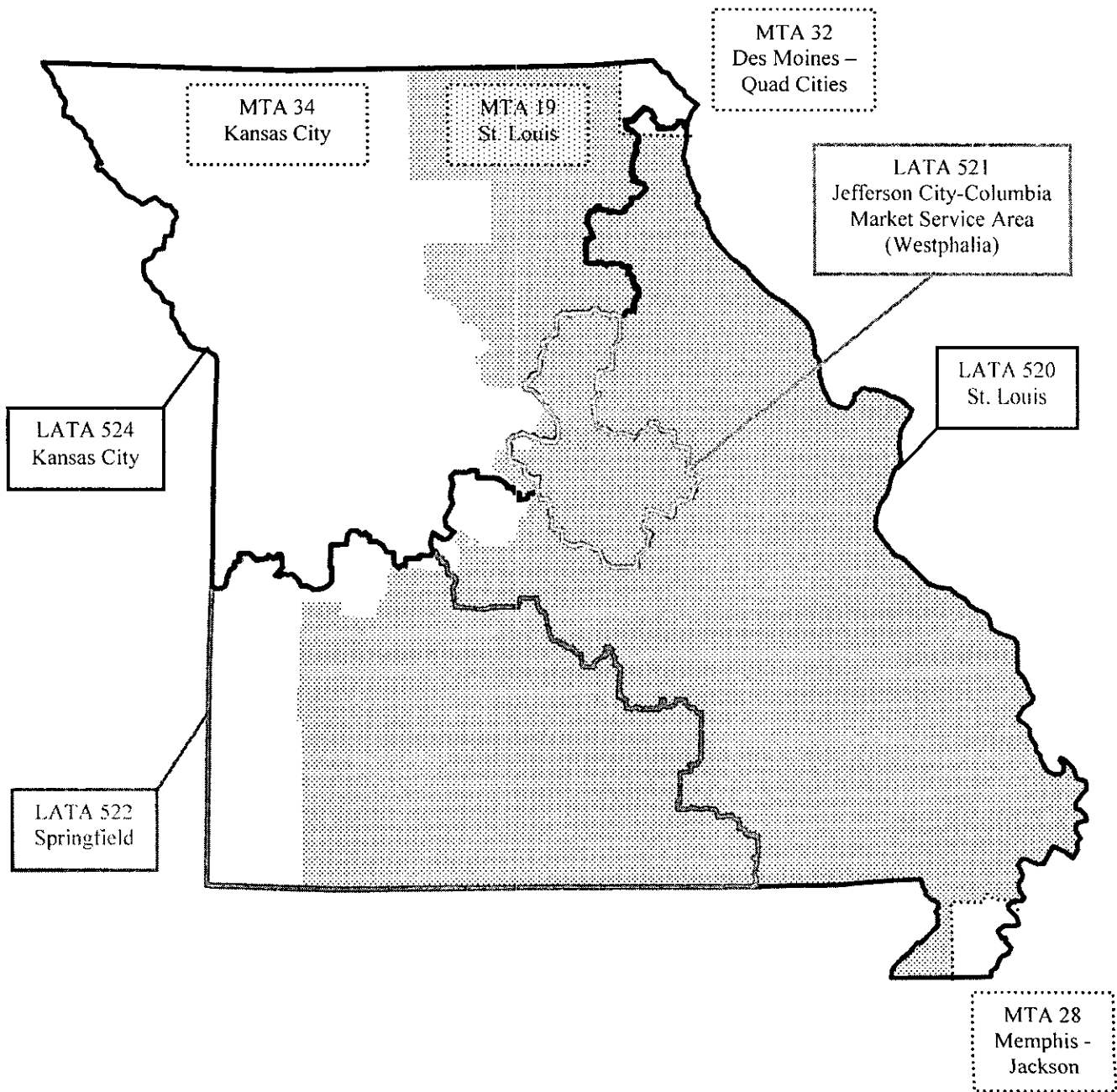
20 **Q. Does this conclude your direct testimony?**

21 A. Yes.

SCHEDULE 1  
MAP  
Missouri Telephone LATA Boundaries with CMRS MTAs



**Missouri Telephone LATA Boundaries**  
**with CMRS MTAs**



SCHEDULE 2

**HIGHLY CONFIDENTIAL**

(Schedule is attached under separate cover)

SCHEDULE 3

**HIGHLY CONFIDENTIAL**

(Schedule is attached under separate cover)

SCHEDULE 4

**HIGHLY CONFIDENTIAL**

(Schedule is attached under separate cover)

SCHEDULE 5

T-Mobile/VoiceStream/Aerial/Western Wireless Traffic Breakdown

**T-Mobile/VoiceStream/Aerial/Western Wireless Traffic Breakdown**

MITG Company CTUSR Data	ACNA Code	Responsible Wireless Co.	CTUSR Reported Wireless Co.	Dates	Traffic Totals
Mid-Mo	ABW	American Portable Tel.	American Portable Tel.	7/97-4/98	817
		Aerial Communications	Aerial Communications	4/98-5/00	43,588
		VoiceStream	Aerial Communications	5/00-11/00	24,267
	WCG	VoiceStream	Western Wireless	11/00-9/01	126,212
		VoiceStream	VoiceStream	9/01-8/02	191,307
		T-Mobile	VoiceStream	9/02-now	331,772
Chariton Valley	ABW	Aerial Communications	Aerial Communications	4/98-5/00	67,390
		VoiceStream	Aerial Communications	5/00-11/00	29,607
	WCG	VoiceStream	Western Wireless	11/00-9/01	117,242
		VoiceStream	VoiceStream	9/01-8/02	182,342
		T-Mobile	VoiceStream	8/02-now	269,047
Alma	ABW	American Portable Tel.	American Portable Tel.	11/97-4/98	858
		Aerial Communications	Aerial Communications	4/98-5/00	31,788
		VoiceStream	Aerial Communications	5/00-11/00	12,473
	WCG	VoiceStream	Western Wireless	11/00-9/01	52,352
		VoiceStream	VoiceStream	9/01-8/02	89,910
		T-Mobile	VoiceStream	8/02-now	133,623
Choctaw	WCG	VoiceStream	Western Wireless	11/01-4/02	225
		VoiceStream	VoiceStream	4/02-8/02	4231
		T-Mobile	VoiceStream	8/02-now	13,009

Schedule 5

\*February & March 2002 CTUSR missing  
M:\docs\tel\T0516\T-Mobile\VS\W\CTUSR Data

MITG Company CTUSR Data	ACNA Code	Responsible Wireless Co.	CTUSR Reported Wireless Co.	Dates	Traffic Totals
MoKan	ABW	American Portable Tel.	American Portable Tel.	2/98-4/98	5,213
		Aerial Communications	Aerial Communications	4/98-5/00	117,922
	WCG	VoiceStream	Aerial Communications	5/00-11/00	37,036
		VoiceStream	Western Wireless	11/00-9/01	106,405
		VoiceStream	VoiceStream	9/01-8/02	86,254*
		T-Mobile	VoiceStream	8/02-now	260,528
PCF	Western Wireless	Western Wireless	6/02-8/02	1791	
NEMRT	ABW	American Portable Tel.	American Portable Tel.	2/98-4/98	125
		Aerial Communications	Aerial Communications	4/98-5/00	14,097
	WCG	VoiceStream	Aerial Communications	5/00-11/00	7,252
		VoiceStream	Western Wireless	11/00-9/01	29,200
		VoiceStream	VoiceStream	9/01-9/02	46,577(9/02)
T-Mobile	VoiceStream	9/02-9/03	144,992(9/03)		
Modern	ABW	American Portable Tel.	American Portable Tel.	2/98-4/98	627
		Aerial Communications	Aerial Communications	4/98-5/00	5,817
	WCG	VoiceStream	Aerial Communications	5/00-11/00	4502
		VoiceStream	Western Wireless	11/00-9/01	26,604
		VoiceStream	VoiceStream	9/01-Sum. 02	23,665(4/02)

**Shaded rows indicate discrepancies between the company responsible for the traffic reported on the CTUSR and the company reported on the CTUSR as provided by SWBT.**