

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

**In the Matter of the Petition of QWEST)
CORPORATION for Arbitration of an)
Interconnection Agreement with UNION) DOCKET NO. 04-049-145
TELEPHONE COMPANY d/b/a UNION)
CELLULAR under Section 252 of the)
Federal Telecommunications Act)**

REBUTTAL TESTIMONY OF

ROBERT H. WEINSTEIN

ON BEHALF OF

QWEST CORPORATION

EXHIBIT 2R

October 24, 2005

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1 **I. IDENTIFICATION OF WITNESS**

2 **Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.**

3 A. My name is Robert H. Weinstein. I am employed by Qwest Corporation (Qwest) in the
4 Wholesale Markets organization. My business address is 1801 California Street, 24th
5 Floor, Denver, Colorado, 80202.

6 **Q. ARE YOU THE SAME ROBERT H. WEINSTEIN WHO FILED DIRECT**
7 **TESTIMONY IN THIS PROCEEDING?**

8 A. Yes.

9 **II. PURPOSE OF TESTIMONY**

10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 A. The purpose of my testimony is to respond to the Union Cellular testimony of
12 Mr. Woody. Specifically, I will discuss the Union Cellular testimony as it relates to the
13 following disputed sections:

- 14 • Section 5.18
- 15 • Section 6.2.1
- 16 • Section 6.2.4.1 and Section 6.2.4.3.1
- 17 • Section 6.2.4.3.3
- 18 • Section 6.3.8 and Section 6.3.8.14
- 19 • Section 6.3.9

20 In addition, I will respond to some of the general comments made by Union Cellular.

21 **Q. BEFORE ADDRESSING SPECIFIC ISSUES IN THE MATRIX AND SPECIFIC**
22 **LANGUAGE SECTIONS, DO YOU HAVE ANY GENERAL COMMENTS?**

23 A. Yes. This has been an unusual arbitration in terms of initiating the petition and
24 responding to the direct testimony. For a case whose sole purpose is to establish contract
25 language in a disputed interconnection agreement pursuant to section 252 of the Telecom
26 Act of 1996, Union Cellular spends little or no time addressing the contested contract
27 language at issue in this proceeding. Its testimony is primarily high-level policy
28 discussion, whose thrust is that Union Cellular should be entitled to special treatment.

29 **Q. DID UNION CELLULAR'S WITNESSES SPECIFICALLY ADDRESS THE**
30 **INTERCONNECTION AGREEMENT ("ICA") LANGUAGE?**

31 A. No. Union Cellular provided almost no testimony to support its position regarding its
32 dispute with the language proposed by Qwest, whereas my testimony supported Qwest's
33 position. The Union Cellular direct testimony is mostly high-level policy testimony.
34 However, Mr. Woody does address some of the issues associated with the language in
35 dispute by referencing Union's Issue Matrix (Woody Exhibit 4), though not the language
36 itself. I will address the witness' testimony in general and then turn to Union's Issues
37 Matrix.

38 **Q. DID UNION CELLULAR’S WITNESSES PROVIDE A RATIONALE TO**
39 **SUPPORT THEIR POSITIONS?**

40 A. No. In their testimony, Union Cellular’s witnesses provided minimal testimony on the
41 specific language of the ICA. Additionally, they offer no explanation to justify language
42 that is in direct conflict with FCC or Public Utilities Commission ("Commission")
43 decisions within Qwest’s region. While I supplied citations to the rulings that support
44 Qwest’s positions, Union failed to provide any support, whether FCC rulings,
45 Commission decisions or documentation, for their position.

46 **Q. DID UNION SUPPLY ANY INFORMATION ON THE ISSUES IN DISPUTE?**

47 A. Somewhat. Union Cellular’s Exhibit 4 to the Direct Testimony contains an “Issues
48 Matrix” including a Union “Position Statement” and “Union Proposed Language.”
49 Unfortunately, not all of these sections have information and even where there is a
50 “position statement”, there is no supporting information on how the comments apply to
51 the proposed language. In order to respond, I will address each specific section cited in
52 Union's Issue Matrix on the areas for which I provided direct testimony. Ms. Cederberg
53 will respond to the other disputed sections.

54 **A. SECTION 5.18 DISPUTE RESOLUTION**

55 **Q. IS THERE A DISPUTED ISSUE IN PARAGRAPH 5.18?**

56 A. I do not think so. While not addressed in my direct testimony because this was not an
57 open issue when the parties finished their negotiations, Union Cellular lists this as an
58 issue in its issues matrix with a position statement. Union Cellular’s position statement

59 on this section is “The Dispute Resolution provisions are much too long but have been
60 left unchanged.” Qwest assumes this means that the Dispute Resolution language is
61 therefore not an issue in this arbitration. Regardless, Union Cellular has not proposed
62 any language for this Commission to evaluate. In fact, the Interim Interconnection
63 Agreement between Qwest and Union Cellular contains almost identical language as that
64 proposed by Qwest¹ and signed by Mr. Woody on behalf on Union Cellular on 5/18/05.
65 In addition, the Commission has previously accepted the same substantive requirements
66 of Qwest’s proposed language in approving other Wireless Type 2 Interconnection
67 Agreements between Qwest and other wireless carriers in Utah² and the language is the
68 same as contained in Qwest’s “Wireless Service Providers (WSP) Interconnection
69 Agreement Template.”³ The language proposed by Qwest is for the benefit of both
70 parties, to ensure disputes; both large and small, are handled correctly and with fair due
71 process to ensure both parties have their positions heard.

72 **B. SECTION 6.2.1**

73 **Q. WHAT IS THE DISPUTED ISSUE OR ISSUES IN PARAGRAPH 6.2.1?**

74 A. Again, this was not addressed in my direct testimony because it was not an open issue
75 between the parties at the close of their negotiations, and, therefore, Qwest was unaware

¹ The pertinent section is attached as Exhibit 2R.1.

² For example, the agreement between Qwest and T-Mobile USA Inc. fka VoiceStream Wireless Corporation Agreement Number CDS-011023-0058, while formatted differently, contains the same substantive requirements as Qwest’s proposed language here. The same is true for the Interconnection Agreement between Qwest and Cricket Communications, Agreement Number CDS 0008210071.

³ The template is publicly available at <http://www.qwest.com/wholesale/clecs/wirelessagreements.html#>. Qwest generally uses the template as a starting point for negotiations with wireless service providers.

76 that this language was in dispute. However, because they are listed in the issues matrix
77 Union Cellular filed as an Exhibit, I will address them here. Much like the other disputed
78 sections, I have shown the language Union Cellular seeks to add in BOLD UNDERLINE
79 and the language Union seeks to remove in BOLD STRIKETHROUGH format. Section
80 6.2 is entitled "Exchange of Traffic." Paragraph 6.2.1 is entitled "Description" and
81 involves the exchange of traffic between Qwest and Union Cellular. The purpose of the
82 paragraph is to describe the traffic covered under this agreement. By changing the
83 language in this section, Union Cellular is attempting to change the type of traffic
84 covered by this agreement.

85 **Q. WHAT DOES SECTION 6.2.1 MEAN?**

86 A. Section 6.2.1 describes the traffic at issue in the parties' negotiations, and how it is to be
87 exchanged between Qwest and Union Cellular. That traffic being exchanged is wireless
88 traffic, not wireline traffic. The language that the parties have agreed to in other sections
89 of the agreement is consistent with a Type 2 wireless agreement. Different rules,
90 regulations, and local calling boundaries apply to wireless traffic. The language proposed
91 by Qwest makes clear that the agreement is limited to wireless traffic. Union, however,
92 has proposed to eliminate this language. The paragraph states:

93 6.2.1 Description

94 6.2.1.1 Reciprocal traffic exchange addresses the exchange of traffic
95 between Union's network and Qwest's network. ~~Reciprocal traffic~~
96 ~~exchange covered by this Agreement is for Wireless~~
97 ~~Interconnection for CMRS Carriers only in association with~~

98 ~~CMRS two-way services. Other Interconnections are covered by a~~
99 ~~separate agreement or Tariff. Wireless two-way Interconnection~~
100 ~~is intended for Wireless to Wireline or Wireline to Wireless, but~~
101 ~~not Wireline to Wireline communications. For purposes of this~~
102 ~~Agreement, Fixed Wireless is considered a Wireline architecture.~~
103 The Parties each shall be responsible for the traffic that originates on
104 their own networks and terminates on the other parties network.
105 Where either Party interconnects and delivers traffic to the other from
106 third parties, each Party shall bill such third parties the appropriate
107 charges pursuant to its respective Tariffs or contractual offerings for
108 such third party terminations. ~~Should a Party wish to exchange~~
109 ~~traffic with the other Party through use of a third party transit~~
110 ~~provider, the Parties will negotiate the terms and conditions of~~
111 ~~that exchange and amend the Agreement accordingly.~~ The party
112 delivering transiting traffic will provide sufficient information to allow
113 for the appropriate billing of the transiting traffic.

114 Union Cellular lists its “position statement” as:

115 The changes to this section allow for appropriate reciprocal compensation and
116 particularly, the appropriate billing for transiting traffic. Qwest should not be
117 allowed to force traffic upon Union for which no compensation is possible.

118 **Q. WHAT IS THE PROBLEM WITH UNION CELLULAR'S PROPOSED**
119 **DELETIONS?**

120 A. Union Cellular’s position for deleting the language makes little if any sense. The first
121 passage Union seeks to delete is language making clear this is an agreement about the
122 exchange of wireless traffic (i.e., calls placed from or to a wireless device). Union
123 Cellular’s position statement does not provide any explanation for removing this
124 language. The language in the second passage that Union Cellular proposes to delete
125 provides that if the parties choose to interconnect through a third party, Qwest and Union
126 Cellular will negotiate terms. No testimony is provided by Union Cellular to address or
127 explain why this language should be deleted. Union Cellular’s position statement also

128 asserts, "Qwest should not be allowed to force traffic upon Union for which no
129 compensation is possible." Qwest is not certain how Union Cellular's position relates to
130 the language in the disputed section. The lack of information or testimony relating their
131 position to the language in the section makes guessing the only method of evaluation. I
132 do not want to guess what Union Cellular is trying to imply. The Commission should
133 reject Union Cellular's proposed edits. The language as proposed by Qwest is accurate
134 and supported by my testimony. To the extent Union is referring to language it has
135 proposed to insert elsewhere that requires Qwest to block or pay termination charges for
136 transit traffic, please refer to my direct testimony for Qwest's position on these subjects.

137 **C. SECTION 6.2.4.1 AND SECTION 6.2.4.3.1**

138 **Q. WHAT IS THE DISPUTED ISSUE OR ISSUES IN SECTION 6.2.4.1 AND**
139 **SECTION 6.2.4.3.1?**

140 A. Union Cellular's issues matrix refers to adding language to the end of Section 6.2.4.1.
141 The language is actually attached to the end of Section 6.2.4.1.3, Transit Traffic. That
142 section states:

143 6.2.4.3.1 Qwest will accept traffic originated by Union for termination to a
144 CLEC, ILEC, or another Wireless Carrier that is connected to Qwest's
145 local and/or Access Tandems and whose switch sub-tends Qwest's
146 network per the LERG. Qwest will also ~~carry~~ terminate traffic from these
147 other Telecommunications Carriers to Union. **Qwest shall notify Union**
148 **in writing of each carrier for which it is acting as the transit carrier**
149 **prior to delivering such traffic to Union. Qwest will stop delivering**
150 **the traffic of any carrier at Union's request when ever such carrier**
151 **has not paid termination charges to Union. Qwest will be responsible**
152 **for traffic that is delivered without identifying information.**

153 Union Cellular's position statement in support of their proposed language is:

154 -The addition reflects Qwest's requirement to provide appropriate information to
155 allow for the billing of transiting traffic.

156 -This provision requires that Qwest be responsible for transiting traffic that it
157 provides to Union without recourse.

158 In my direct testimony, I point out that Union Cellular's proposed language seeks to
159 impose obligations on Qwest well beyond the responsibilities of a transit carrier, as
160 confirmed by the FCC. In its direct testimony, Union Cellular does not provide any
161 reason or support for its position, such as FCC or Commission authority. Qwest has
162 provided ample authority to the Commission demonstrating that Union Cellular's
163 proposals should be rejected. Union Cellular has not and does not address that Qwest, as
164 the transit traffic provider, transports the traffic from originating carrier to terminating
165 carrier, and the traffic is not originated or terminated by Qwest.

166 **Q. WHAT IS THE PROBLEM WITH UNION CELLULAR'S PROPOSED**
167 **LANGUAGE?**

168 A. For transit traffic, Qwest passes to the terminating carrier the signaling information it
169 receives from the originating carrier. Holding the transit provider responsible for the
170 traffic and actions of third party carriers is contrary to FCC rulings on this precise issue.
171 It is also inappropriate policy for the public interest reasons discussed in my direct
172 testimony.⁴

⁴ See Direct Testimony of Robert H. Weinstein at p. 10, lines 1-27 and p. 11, lines 1-4.

173 **Q. UNION CELLULAR LANGUAGE CONTENDS THAT IT IS APPROPRIATE TO**
174 **REQUIRE QWEST TO COMPENSATE UNION CELLULAR FOR TRANSIT**
175 **TRAFFIC DELIVERED WITHOUT IDENTIFYING INFORMATION. DO YOU**
176 **AGREE WITH THIS CONTENTION?**

177 A. No. As I explained in my direct testimony, the FCC's Wireline Competition Bureau has
178 held that it is inconsistent with the FCC's reciprocal compensation rules and cost
179 causation principles for a transit carrier to be required to compensate a terminating carrier
180 for calls placed by an end-user of a third-party carrier. They have suggested only two
181 very narrow exceptions to this rule: if the transit carrier fails to pass to the terminating
182 carrier signaling information provided by the originating carrier, or if the transit carrier
183 alters that information.

184 **Q. IS UNION CELLULAR'S PROPOSED LANGUAGE CONSISTENT WITH THE**
185 **FCC'S DECISIONS?**

186 A. No. Qwest passes to the terminating carrier, without alteration, all relevant signaling
187 information it receives from originating carriers. Union Cellular has not and cannot
188 provide testimony or evidence to the contrary. Even if Union were able to prove
189 otherwise – which it cannot, as Qwest does not delete or alter information transmitted by
190 the originating carrier – Union's proposed language would still be improper, because it
191 requires Qwest to compensate Union Cellular for terminating a call, even if Qwest
192 provided to Union Cellular all relevant signaling information it received from the
193 originating carrier, without alteration. That is inconsistent with the FCC's ruling.

194 **Q. HAS TRANSIT TRAFFIC COMPENSATION BEEN PREVIOUSLY**
195 **ADDRESSED BY STATE COMMISSIONS IN THE QWEST REGION?**

196 A. Yes. In a wireline interconnection agreement arbitration between AT&T and Qwest, the
197 Colorado Public Utilities Commission held:

198 "124. Finally, we do not agree that the transiting carrier is responsible for the
199 payment for traffic it does not originate. There is no legal or policy basis
200 for this proposal. This is a billing and collection issue to be decided
201 between the originating and the terminating providers. We also agree with
202 Qwest's statement that AT&T does not have to connect with other carriers
203 through Qwest's network. It is free to connect directly and address with
204 those other carriers how no-CPN calls will be handled"⁵

205 Although a wireline ICA was involved, the transit issue and underlying principles are the
206 same, and Qwest's proposed language adheres to the Commission's ruling, while Union's
207 proposed language does not. In addition, following a proceeding that included a
208 technical workshop and a live evidentiary hearing, the Iowa Utilities Board reached the
209 same conclusion as the Colorado Commission. Specifically, the Board concluded that
210 Qwest "has no obligation to pay access or other terminating fees" on local calls placed by
211 customers of third-party carriers, and that payment and billing arrangements should be
212 worked out in interconnection agreements between originating and terminating carriers.⁶

⁵ *In the Matter of Petition of Qwest Corporation For Arbitration of an Interconnection Agreement with AT&T Communications of the Mountain States, Inc. and TCG-Colorado Pursuant to 47 U.S.C. § 252(b)*, Docket No. 03B-287T, Decision No. C03-1189, p. 53, para. 124.

⁶ *See In re Exchange of Transit Traffic*, Docket No. SPU-00-7, Order Affirming Proposed Decision and Order (March 18, 2002 Iowa Util. Bd.), at 2. *See also In re Exchange of Transit Traffic*, Docket No. SPU-00-7, Proposed Decision and Order (Nov. 26, 2001 Iowa Util. Bd.

213 The decision of the Iowa Utilities Board was recently affirmed in all respects by a federal
214 district court.⁷

215 **Q. IN ADDITION TO THE FCC'S RULINGS, CAN YOU PROVIDE AN EXAMPLE**
216 **OF HOW ANOTHER STATE HAS HANDLED THIS ISSUE?**

217 A. Yes. As an example, Montana's legislature has passed legislation consistent with
218 Qwest's position:

219 **69-3-815 Nondiscriminatory intercarrier compensation -- billing records**
220 **-- enforcement -- rulemaking.**

221 (1) **An originating carrier** of local telecommunications service shall transmit
222 with the originating carrier's telecommunications traffic information
223 necessary to enable the terminating carrier to identify, measure, and
224 appropriately charge the originating carrier for the termination of the local
225 telecommunications service.

226 (2) **A provider of intralocal access transport area toll services** or any other
227 carrier that provides nonlocal telecommunications services in Montana
228 shall transmit with its telecommunications traffic information necessary to
229 enable the terminating carrier to identify, measure, and appropriately
230 charge for the termination of the telecommunications traffic.

231 (3) A transiting carrier shall deliver telecommunications traffic to terminating
232 carriers by means of facilities that enable the terminating carrier to receive
233 from the originating carrier any and **all information that the originating**
234 **carrier transmits with its telecommunications traffic** that enables the
235 terminating carrier to identify, measure, and appropriately charge the
236 originating carrier or the interlocal access transport area carrier or
237 intralocal access transport area toll provider of nonlocal
238 telecommunications traffic for the termination of its telecommunications
239 traffic.

240 Montana Code Annotated 2005 Section 69-3-815 (Emphasis added)

⁷ See *Rural Iowa Independent Tel. Ass'n v. Iowa Utils. Bd.*, Order on Motion by Intervener and Defendant for Summary Judgment, slip op 402- cv-402348 (S.D. Iowa August 11, 2005).

241 Sections (1) and (2) make the originating/providing carrier responsible for the identifying
242 information, while section (3) is equivalent to Qwest's proposed language and complies
243 with the FCC rulings. In other words, the transit carrier passes on all information from
244 the originating carrier without alteration.

245 **Q. DID UNION CELLULAR PROVIDE ANY REASON WHY ITS PROPOSAL**
246 **SHOULD BE ACCEPTED?**

247 A. No. Union Cellular's position statement again does not provide an analytical tie to the
248 language proposed. No testimony is offered to support its position. Union Cellular does
249 not address the rulings of the FCC or the other Commissions on transit traffic. Qwest has
250 interconnection agreements with many companies in Utah. Union Cellular should want
251 Qwest to offer interconnection through transit arrangements to all of these companies so
252 its customers can connect with the customers of all the other companies. Of course,
253 Union Cellular can always connect directly with these other companies and obtain the
254 information they seek and negotiate whatever terms it wants with these companies. If
255 Union Cellular chooses to take advantage of the benefits that a transit provider offers, it
256 should not be allowed to penalize the transit provider. But even if Union Cellular did not
257 desire Qwest to provide transiting for it, Union's proposal to require a transit carrier to
258 compensate a terminating carrier when the transit carrier has transmitted all of the
259 information it receives from the originating carrier still would be wrong as a matter of
260 law and policy.

261 **D. SECTION 6.2.4.3.3**

262 **Q. WHAT IS THE DISPUTED ISSUE OR ISSUES IN PARAGRAPH SECTION**
263 **6.2.4.3.3?**

264 A. Union Cellular does not provide a logical basis for its proposed changes to this
265 paragraph. Section 6.2.4.3.3 states:

266 Except as noted in Section 6.2.4.3.4 below, the originating company is
267 responsible for the provisioning of billable usage data and/or billable records and
268 payment of appropriate rates to both the transit company and to the terminating
269 company. The transit company may waive the data and/or record provisioning
270 requirement at its option. ~~In no event shall the transit company be obligated to~~
271 ~~pay termination charges to any other carrier.~~ The transit company shall have
272 the option of receiving the originating usage data in either report format or
273 billable record format. If the transit company elects to receive billable records,
274 the record format shall be in accordance with industry standard Category 11-01
275 record format **and provided without cost.**⁸

276 Union Cellular's position statement does not appear applicable to this section. Union
277 Cellular's statement is:

279 "The deletion again strengthens the requirement to allow for the payment of
280 traffic."

281 Again this is nothing more than another attempt by Union Cellular to hold the transit
282 provider responsible for other companies' traffic. The FCC and other Commissions in
283 Qwest's region have already rejected that position, as explained above.

⁸ As mentioned above, the language Union Cellular proposes to add is shown in bold face, underlined type and the language Union Cellular proposes to delete is shown as a bold strikethrough.

284 **Q. WHAT IS THE PROBLEM WITH UNION CELLULAR'S PROPOSED**
285 **LANGUAGE?**

286 A. Union's statement of position and direct testimony do not even mention billing data or
287 records. Again, however, Union Cellular has not provided any discussion or testimony to
288 support its position. The deleted language states the law as I have discussed in my direct
289 testimony: since Qwest's customers do not generate the transit traffic they should not
290 pay for transporting the transit traffic from the originating carrier's network to Union
291 Cellular's network or for any of Union Cellular's charges to terminate the transit traffic.⁹
292 Neither should Qwest's customers pay for transporting Union's originating transit traffic
293 to other carriers in the state, nor any of the other carriers' charges for terminating the
294 traffic Union originated. In regard to the billable records language in this section, I
295 mentioned in my direct testimony that the intent of this section seems a bit odd.
296 However, let there be no doubt that Qwest adamantly believes that no language in this
297 agreement requires a transit carrier to provide records without charge, and Qwest rejects
298 the inclusion of any such language. Qwest incurs costs in providing records and those
299 costs should be recovered from the carriers who want the records. Qwest's language
300 should be accepted.

⁹ *In re Exchange of Transit Traffic*, Docket No. SPU-00-7, Proposed Decision and Order (Nov. 26, 2001 Iowa Util. Bd.), Order Affirming Proposed Decision and Order (March 18, 2002 Iowa Util. Bd.), Order Denying Application for Rehearing (May 3, 2002 Iowa Util. Bd.); *see also Rural Iowa Independent Telephone Ass'n v. Iowa Utilities Board*, Order on Motion by Intervenor and Defendant for Summary Judgment, Case No. 4:02-CV-40348, (S.D. Iowa) (August 11, 2005); *Union Telephone Co. v. Qwest Corp.*, Order on Defendant's Motion for Summary Judgment, Case No. 02-CV-209-D, (D. Wyo.) (May 11, 2004); *3 Rivers Telephone Coop. v. U S WEST Communications*, 125 F. Supp. 2d 417 (D. Mont. 2000), *rev'd on other grds*, 45 Fed. Appx. 698 (9th Cir. 2002).

301 **E. SECTION 6.3.8 AND SECTION 6.3.8.14**

302 **Q. WHAT IS THE DISPUTED ISSUE OR ISSUES IN SECTIONS 6.3.8 AND 6.3.8.14?**

303 A. Union Cellular lists both Section 6.3.8 and 6.3.8.14 as separate issues in its matrix, but
304 does not provide its proposed language. The issue centers on Union Cellular wanting to
305 treat wireless and wireline calls equally. There is really only one issue as Union
306 Cellular's proposed changes are only in Section 6.3.8.14. The proposed language is:

307 6.3.8.14 If Union a party is direct Billing ~~Qwest~~ the other, the L-M InterMTA
308 factor will be applied to the billed land to mobile minutes of use originated from
309 ~~Qwest's~~ the billed party's network and terminated to Union the billing party
310 and deducted from ~~Qwest~~ total L-M MOU. No Reciprocal Compensation will be
311 paid ~~by Qwest to Union~~ for such traffic. ~~Qwest~~ Each party may bill Union the
312 other interstate switched Access Tariffed rates for this traffic.

313 Union Cellular's position statements are:

314 -The requirements for direct billing are broadened to ensure that it is available to
315 both parties.

316 -The reference to billing is extended to both parties.

317 **Q. WHAT IS THE PROBLEM WITH UNION CELLULAR'S PROPOSED**
318 **LANGUAGE?**

319 A. One basic problem is that the language describes the process for determining the number
320 of local MOU's for *land to mobile* calls that is subject to reciprocal compensation. The
321 language simply provides that the InterMTA land to mobile minutes of use will be
322 deducted from the total land to mobile minutes of use to identify IntraMTA minutes of
323 use for which Qwest is responsible. The cellular company, Union Cellular, will not have
324 any land to mobile calls, thus the reciprocal language is meaningless. The last part of the

325 section simply states that InterMTA minutes are not subject to "reciprocal
326 compensation," and this is why they are deducted from the total minutes. The last
327 sentence goes on to say that Qwest will bill switched access rates on non-local
328 (InterMTA) calls. The basis for this sentence is outlined in my direct testimony. Since
329 Qwest is the only party that can originate L-M (Land to Mobile) traffic, Union Cellular's
330 proposed language is confusing and unnecessary.

331 **Q. HAS UNION CELLULAR PROVIDED JUSTIFICATION FOR ITS PROPOSED**
332 **LANGUAGE?**

333 A. No. Union Cellular does not discuss the need for language addressing land to mobile
334 traffic originated by Union, when it does not and cannot by definition originate such
335 minutes. Because land to mobile calls can only be originated by Qwest and wireless
336 phone customers do not originate land calls, Union Cellular's proposal is illogical and the
337 Commission should reject it.

338 **F. SECTION 6.3.9**

339 **Q. WHAT IS THE DISPUTED ISSUE OR ISSUES IN SECTIONS 6.3.9?**

340 A. Union Cellular cites Section 6.3.9 as part of its issues matrix, but does not provide its
341 proposed language. The only changes proposed by Union Cellular, depicted in the last
342 mutual ICA, are actually to Section 6.3.9.1:

343 6.3.9.1 ~~Qwest~~ switched Access Tariff rates apply to Non-Local Traffic routed to a
344 Toll/Access Tandem, Local Tandem, or directly to an End Office.
345 Applicable Qwest switched Access Tariff rates also apply to InterMTA
346 and Roaming traffic originated by, or terminating to ~~Qwest~~ the other

347 **Party.** Relevant rate elements could include Direct Trunked Transport,
348 Tandem switching, Tandem Transmission, and Local switching, as
349 appropriate.

350 Union Cellular's position statement does not provide much explanation, stating:

351 -The provisions are amended to ensure mutuality.

352 **Q. WHAT IS THE PROBLEM WITH UNION CELLULAR'S PROPOSED**
353 **LANGUAGE?**

354 A. As explained in my direct testimony, when a Qwest local service customer makes an
355 InterMTA call (i.e., a call to a wireless customer located in another MTA), Qwest hands
356 the call to the customer's chosen long distance carrier, unless the customer has also
357 chosen Qwest to be his or her long distance carrier for IntraLATA toll service. The long
358 distance carrier is required to compensate terminating carrier. Thus, if Qwest provides
359 IntraLATA toll service to the caller, an *undisputed* section of agreement requires Qwest
360 to compensate the terminating carrier, as recognized by section 6.2.4.3.4 of the
361 agreement:

362 In the case of InterMTA Exchange Access (IntraLATA Toll) calls which flow
363 from the End User Customer of a LEC and terminate to the Wireless Company,
364 and where Qwest is the 1+ presubscribed IntraLATA Toll provider for End User
365 Customers who originate such calls, Qwest will be responsible for payment of
366 appropriate termination charges to the terminating company.

367 Union's proposed modification of Section 6.3.9.1 is thus unnecessary, and could be
368 construed as requiring Qwest to compensate Union Cellular for originating or terminating
369 an InterMTA call without regard to whether Qwest is the caller's long distance carrier.
370 The language as written, without the modifications proposed by Union, is entirely

371 appropriate. Qwest provides originating and terminating access service to carriers
372 including Union Cellular that provide InterMTA service to their customers. If Union
373 Cellular is providing InterMTA service to a subscriber who places a call to a Qwest local
374 service customer, Qwest is entitled to bill Union Cellular for terminating access service.
375 The language in Section 6.3.9.1 proposed by Qwest simply reflects that fact. While that
376 fact is dispositive, I also note that the FCC has prohibited wireless carriers from filing
377 tariffs, at least for interstate service.

378 **III. CONCLUSION**

379 Union Cellular's direct testimony did not address most of the issues in dispute. I have
380 responded to each of the issues listed in the Union Cellular issues matrix. My testimony
381 demonstrates the lack of support for Union's proposed changes and the solid grounds for
382 Qwest's language. In my direct testimony, I provide ample analysis and citations to
383 demonstrate that it is proper for this Commission to reject Union Cellular's proposed
384 language. The Commission should adopt Qwest's proposal.