

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

Petition of Cellco Partnership d/b/a Verizon Wireless	:	
For Arbitration under the Telecommunications Act;	:	
Petition for Arbitration of Bell South Mobility, LLC,	:	
Bell South Personal Communications, LLC and	:	
Chattanooga MSA Limited Partnership, collectively	:	Docket No. 03-00585
d/b/a Cingular Wireless; Petition for Arbitration of	:	
A T& T Wireless PCS, LLC d/b/a AT&T Wireless;	:	
Petition for Arbitration of T-Mobile, USA Inc.,	:	
Petition for Arbitration of Sprint Spectrum LP	:	
d/b/a Sprint PCS	:	

**REPLY BRIEF OF THE TENNESSEE RURAL COALITION**

Ardmore Telephone Company  
Concord Telephone Exchange, Inc.  
Crockett Telephone Company, Inc.  
DeKalb Telephone Cooperative  
Humphreys County Telephone Company  
Loretto Telephone Company, Inc.  
North Central Telephone Cooperative  
Peoples Telephone Company  
Tellico Telephone Company  
Tennessee Telephone Company, Inc.  
United Telephone Company  
West Tennessee Telephone Company, Inc.  
Yorkville Telephone Cooperative, Inc.

H. LaDon Baltimore, BPR #003836  
FARRIS MATHEWS BOBANGO PLC  
618 Church Street, Suite 300  
Nashville, TN 37219

Norman J. Kennard, Pa. ID No. 29921  
THOMAS, LONG, NIESEN & KENNARD  
212 Locust Street, Suite 500  
Harrisburg, PA 17101

Date: May 6, 2013

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## **I. REPLY TO AT&T MOBILITY BRIEF**

The Coalition<sup>1</sup> agrees with AT&T Mobility that this docket should be resolved on the merits.<sup>2</sup> There further appears to be no dispute that bill-and-keep compensation became the new law of the land by FCC preemption effective on and after July 1, 2012. The parties are extremely far apart, however, on the rate which should apply prior to the FCC's preemption.<sup>3</sup>

The Coalition, for the reasons explained in its Brief, has tendered a formal "best and final offer" of \$0.012 (1.2¢) per minute for traffic sent by one party to the other.<sup>4</sup> While refusing to submit its own "best and final offer" as required in the Hearing Officer's Scheduling Order,<sup>5</sup> AT&T Mobility's Brief strenuously argues that compensation should be nothing -- zero -- that it has been entitled to use the RLEC networks all these years for free.

AT&T Mobility's entire advocacy of zero compensation is based upon two fundamentally and critically flawed positions. First, as a factual matter, AT&T Mobility completely misrepresents and misconstrues the RLEC's billing practices during the historic period, as well as ignores its own failed response to those invoices. The second error is a critical and fundamental misunderstanding of the FCC's change in law and the effective date of that change. These errors are further described herein.

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<sup>1</sup> All short form references to parties or concepts, as well as case citations, used in this Reply Brief follow the terms and definitions set forth in Coalition's Brief.

<sup>2</sup> AT&T Mobility Brief at 12 ("... the TRA should rule ..."). See Coalition Brief at 12-15.

<sup>3</sup> Correctly defined as the period October 2004 through June 2012 in the Hearing Officer's Report & Recommendation as adopted by the TRA. For some reason, AT&T now seeks to reset the start point as January 2005. AT&T had the opportunity to previously dispute the Hearing Officer's finding, but did not do so.

<sup>4</sup> Using indirect connection. A rate of \$0.008 (0.8¢) should apply for direct interconnection.

<sup>5</sup> Order Setting Procedural Schedule to Completion at 9.

**A. Billing During the Historic Period**

*To be very clear, all Coalition members issued bills to AT&T Mobility during the historic period. There were no companies that did not bill AT&T Mobility. To refute the factual claim by AT&T Mobility that the RLECs “refused to issue bills to Cingular [AT&T Mobility,]”<sup>6</sup> the Coalition appends to this Reply Brief, samples of *some of the invoices*<sup>7</sup> sent to AT&T Mobility during the historic period (Appendix A -- Confidential). Emails sent to AT&T Mobility in September 2012 which attached copies of RLEC invoices is marked as Appendix B. Finally, Appendix C identifies the minutes sent to each RLEC by AT&T Mobility during the historic period, information that has also been shared previously with AT&T Mobility. *These documents conclusively demonstrate that the RLECs did bill during the historic period, have kept track of the underlying minutes, and that AT&T Mobility knows this.**

AT&T Mobility does not appear, however, to be seriously claiming that no bills whatsoever were submitted by the RLECs during the historic period.<sup>8</sup> Instead it seems to be intimating, by careful wording, that none of the RLECs’ invoices were calculated “*at the interim rate.*”<sup>9</sup> This is factually inaccurate also. TDS Telecom sent invoices to AT&T Mobility at the interim rate of \$0.002 (0.2¢) per minute. United billed at an even lower rate of approximately \$0.0015 (0.15¢) for all intrastate traffic. Moreover, true-up can be reconciled to a billed rate of

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<sup>6</sup> AT&T Mobility Brief at 6.

<sup>7</sup> The RLEC reciprocal compensation invoices contain a myriad of detail and are voluminous. Therefore, the Coalition attaches samples of bills to demonstrate, first, that bills *were* submitted to AT&T Mobility and, second, to show that per minute of use (“MOU”) traffic volumes were reported in the RLECs’ invoices. This document is marked “Confidential.”

<sup>8</sup> As noted previously by the Coalition: “AT&T Wireless and T-Mobile have been provided with copies of these bills in an attempt to rectify their mistaken claims that no bills were tendered. The Coalition will be glad to provide the TRA with copies of the bills submitted by the RLECs to T-Mobile and AT&T Wireless for the record in this case.” Coalition Status Report and Motion at 5 (note 13).

<sup>9</sup> See, for example AT&T Mobility Brief Cover letter (“...the RLECs elected not to bill AT&T Mobility at the interim rate...”), Brief at 2 (“the RLECs never issued bills using the TRA’s interim rate...”), Brief at 3 (“The RLECs refused to bill AT&T Mobility at the interim rate...”) and Brief at 4 (“Because the RLECs failed to bill pursuant to the interim rate...”).

0.0¢, 0.2¢, 1.5¢ or any other. Billing at any particular rate was never required by the TRA as a precondition to final true-up and should not now be read into this case's history as if it were.

Conversely, among the Coalition members, AT&T Mobility paid only TDS Telecom. AT&T Mobility inexplicably did not compensate United at its lower billed rate. Nor did AT&T Mobility pay anything to the RLECs who billed at the original interim rate of \$0.015 (1.5¢) per minute. The RLECs have never understood AT&T Mobility's payment practices and why it paid one and ignored all others. Most importantly, however, *AT&T Mobility never disputed any aspect of the RLECs' invoices* -- either the minutes reported or the rate applied to those minutes.<sup>10</sup> It simply ignored them, a practice now perpetuated in brief.

Disregarding a bill is not an acceptable response to a carrier invoice. The standard, indeed universal procedure, where a carrier disagrees with a bill, is to submit a "billing dispute," explaining the objection, *and* paying any undisputed amount. This "pay or dispute" process is captured in the ICA that AT&T Mobility originally proposed with its 2003 Arbitration Petition.<sup>11</sup> This is the same ICA, and indeed the same section, referenced by AT&T Mobility to legally justify its own (factually inaccurate) billing protocol arguments.<sup>12</sup> Pay or dispute is recognized

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<sup>10</sup> Equally unconvincing is the allegation that the RLECs did not bill at the second interim rate because they "gambled" that the FCC "would set a higher rate." AT&T Mobility Brief at 2. The RLECs are unaware of any indication by the FCC that it intended to raise intercarrier compensation at any time. To the contrary, the FCC has *always* sought to lower intercarrier compensation rates, even under the failed "Martin Plan" (Order released November 5, 2008 at ¶¶ 271-290) a task that it finally accomplished in the *USF/ICC Transformation Order*. Any other view of history is revisionist. The reverse, however, is plausible -- that AT&T Mobility waited out the RLECs knowing that reciprocal compensation rates would eventually drop. Indeed, AT&T was one of two prime sponsors of the "ABC Plan" to do exactly that. The ABC Plan became the foundation of the FCC's *USF/ICC Transformation Order*.

<sup>11</sup> The AT&T Mobility's Proposed ICA (Section IV.C.) as attached to AT&T's Arbitration Petition filed January 6, 2003 ("AT&T Arbitration Petition") states that: "The billed party shall pay the billing party for all undisputed charges properly listed on the bill. Such payments shall be received within forty-five (45) days from the effective date of the statement." Procedures are then set for dispute resolution at Section VIII.

<sup>12</sup> AT&T Mobility Brief at 12 (note 20). Of course, AT&T Mobility's "staleness" argument is ineffective because the RLECs *did* bill and AT&T Mobility failed to dispute those invoices.

again in the final 2013 RLEC/AT&T Mobility ICA presented to the TRA<sup>13</sup> and even in AT&T Mobility's own Brief.<sup>14</sup> In other words, AT&T Mobility should have paid the undisputed portion (i.e., at the 0.2¢ rate) and disputed the rest of the bill. Failure to dispute is a waiver of objection.<sup>15</sup>

Very clearly, however, the RLECs cannot be construed to have somehow acquiesced to AT&T Mobility's non-payment, because they continued to accept AT&T Mobility's traffic.<sup>16</sup> In actuality, RLEC service was commandeered by AT&T Mobility, because, by law, the RLECs are forbidden from blocking or suspending service for non-payment.<sup>17</sup> The RLECs had no option but to continue to provide service to AT&T Mobility and attempt to reasonably settle their claims or wait for the day of the final reconciliation promised by the TRA. The fact that AT&T Mobility was able to use the "no blocking" rule to send almost one-half billion minutes of traffic, which the RLECs were powerless to reject, is hardly a basis for claiming that the RLECs waived the clear right to compensation that they have steadfastly protected at this eight year old docket.

Another aspect of AT&T Mobility's defense is the contention that auditing the historic period volumes of traffic sent to the RLECs by AT&T Mobility would now be "problematic."<sup>18</sup> This is also incorrect. There are at least two sources of such data, if AT&T Mobility does not

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<sup>13</sup> Coalition Brief at Appendix C ("5.3.2.1. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item.").

<sup>14</sup> AT&T Mobility Brief at 12 ("The CMRS carriers could have verified the charges at the time of receipt and either paid or challenged them – *the normal process*." (emphasis added)).

<sup>15</sup> On this basis, the TRA could and likely should find that AT&T Mobility completely waived any right it might have once had to protest the RLECs' reciprocal compensation invoices and now must pay them at the trued up rate.

<sup>16</sup> AT&TM Brief at 2 ("... the [RLECs] chose instead to exchange traffic without compensation [from AT&T Mobility].").

<sup>17</sup> *In the Matter of Establishing Just and Reasonable Rates for Local Exchange Carriers Call Blocking by Carriers*, WC Docket No. 07-135, Declaratory Ruling And Order, released June 28, 2007 at ¶¶ 1 and 6 ("Specifically, Commission precedent provides that no carriers, including interexchange carriers, may block, choke, reduce or restrict traffic in any way."); See also, *Blocking Interstate Traffic in Iowa*, FCC 87-51, Memorandum Opinion and Order, 2 FCC Rcd 2692 (1987).

<sup>18</sup> AT&T Mobility Brief at 11.

track *its own calling volumes*. The invoices submitted by the RLECs during the historic period, of course, reported the minutes of traffic sent them by AT&T Mobility.<sup>19</sup> The RLECs have billed AT&T Mobility for exactly 443,382,026 minutes during the period October 2004 through June 2012.<sup>20</sup> AT&T Mobility never disputed any aspect of the RLEC's contemporaneous invoices, including the minutes reported.<sup>21</sup> Moreover, the billing minutes used are created by AT&T Mobility's local exchange carrier affiliate, BellSouth d/b/a AT&T Tennessee, who operates the tandems that indirectly connect the parties.<sup>22</sup> AT&T Tennessee contemporaneously records the minutes sent to the RLECs by AT&T Mobility, reporting them to the parties. Professing not to know how much traffic it sent to the RLEC networks for termination is a poor excuse for now paying nothing.

*AT&T Mobility has known all along that there would come a day of final reconciliation.* Whether AT&T Mobility has destroyed or failed to maintain adequate records to perform the "true-up" while arbitration litigation was pending should now become AT&T Mobility's ultimate pretext for escaping the obligation, long ago recognized by the Arbitration Panel, to pay the RLECs for services rendered. Fortunately, the RLECs have preserved their bills and are in a position to provide the contemporaneously recorded minutes, if AT&T Mobility cannot seem to locate them or otherwise determine *its own traffic volumes* sent to the RLECs.<sup>23</sup>

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<sup>19</sup> The RLEC invoices attached as Appendix A to this Reply Brief contain substantial billing detail including the underlying minutes received from AT&T Mobility.

<sup>20</sup> See Appendix C attached to this Reply Brief, which sets out the minutes billed by each RLEC for the historic period. This document was initially shared with AT&T Mobility in September 2012.

<sup>21</sup> Therefore, AT&T Mobility's claim that it could not issue its own bills to the RLECs (AT&T Mobility Brief at 6) is equally false. The RLEC bills did identify the minutes and, alternatively, AT&T Mobility could have used the traffic report from AT&T Tennessee. For whatever reason, AT&T Mobility chose not to issue bills to most of the RLECs, although it clearly could have. In the case of TDS Telecom, AT&T Mobility *did* issue bills (which TDS paid), making AT&T representation that it issued no bills to RLECs misleading and untrue.

<sup>22</sup> See Coalition Brief at 5.

<sup>23</sup> Or did not maintain the payment accruals that it assured the TRA and the parties would be available at the time of true-up. See Coalition Brief at 28.

**B. Bill-And-Keep Did Not Apply During the Historic Period**

The insistence that the FCC's state preemption and establishment of bill-and-keep applies retroactively is a curious theory which AT&T Mobility's Brief simply assumes without ever offering legal justification.<sup>24</sup> Not only is this theory completely at odds with the express terms of the FCC's ruling, it is contrary to the behavior of all the other CMRS carriers that commenced this arbitration.

*AT&T Mobility is alone in this view.* The RLECs' finalized ICAs with Sprint,<sup>25</sup> Verizon Wireless,<sup>26</sup> and T-Mobile<sup>27</sup> contain language agreeing that the effect of the FCC rules is prospective only. No other CMRS carrier or regulatory authority has taken the position now assumed by AT&T Mobility -- that the FCC's preemption and announcement of the new compensation regime should retroactively disturb the prior policy of "calling party pays."<sup>28</sup> The Pennsylvania Public Utility Commission recently found that a local exchange carrier complaint could be maintained against CMRS carrier T-Mobile for past payment:

At a minimum, we conclude that we have the requisite authority to establish an appropriate rate for the termination of T-Mobile's traffic by CCES from November 12, 2010 [the date of the CCES' complaint] through June 30, 2012.<sup>29</sup>

Moreover, such a claim is inconsistent with AT&T Mobility's own behavior. The proposed interconnection agreement language already agreed to by AT&T Mobility and the Coalition RLECs expressly concedes that the beginning date of bill-and-keep is July 1, 2012.<sup>30</sup>

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<sup>24</sup> AT&T Mobility Brief at 7-9.

<sup>25</sup> See, Sprint ICAs with DeKalb, Highland and Loretto at Section 5.1.1, Docket Nos. 12-00112, 12-00118 and 12-00153.

<sup>26</sup> See Verizon Wireless ICAs with Highland, Loretto and United at Section 5.1.2, Docket Nos. 13-00059, 13-00073 and 13-00070.

<sup>27</sup> See T-Mobile ICAs with Loretto, United, DeKalb and North Central at Section 5.1.1, Docket Nos. 13-00072, 13-00068 13-00074 and 13-00075.

<sup>28</sup> See Coalition Brief at 4-5.

<sup>29</sup> *Consolidated Communications Enterprise Services, Inc. v. Omnipoint Communications, Inc. d/b/a T-Mobile, et al.*, PA PUC Docket No. C-2010-2210014, Opinion and Order (March 15, 2012), slip op. at 50.

<sup>30</sup> See Appendix C to Coalition Brief ("5.1.1. Pursuant to the FCC's Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-



The recent agreement entered into with Highland and filed with the TRA contains the same recognition.<sup>31</sup> It is further contrary to the ICA entered into with Millington in November 2011, which requires the payment of a \$0.005 (0.5¢) per minute rate, at the same time that the *USF/ICC Transformation Order* was being issued.<sup>32</sup> If bill-and-keep applied retroactively, then AT&T Mobility would not have agreed to apply a rate other than zero to Millington.

The FCC's directive is "the bill-and-keep default should apply immediately"<sup>33</sup> -- not "previously." No mention is made by the FCC of a retroactive application of the rule.<sup>34</sup> Instead, the FCC Order describes its prospective-only effect, including acknowledging that, prior to the *USF/ICC Transformation Order*, the States set local CMRS-LEC compensation.<sup>35</sup> Foreclosing the reconciliation long ago promised by the Authority would be inconsistent with the FCC's rationale, which maintained that the continuation of bill-and-keep for carriers without an interconnection agreement on the basis that they had no expectation of receiving compensation.<sup>36</sup> Clearly, there has been a long standing expectation here and a quasi-contract.

Every citation made in AT&T Mobility's Brief for the proposition that it would be "impermissible" or "violative" of federal law for the TRA to set a rate other than zero for the historic period is to the FCC's *new* rules.<sup>37</sup> The Coalition has consistently acknowledged the prospective effect of the FCC's new Rule 20.11(b) as announced in the *USF/ICC Transformation*

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337, 07-135 and 10-90; and WT Docket No. 10-208, adopted October 27, 2011 and released November 18, 2011 (FCC 11-161), and as amended by the FCC (the "USF/ICC Reform Order"), *effective for traffic exchanged on and after July 1, 2012, bill-and-keep shall be the compensation methodology* for Local Telecommunications Traffic exchanged between TN RLEC and AT&T. Under bill-and-keep, neither Party bills the other Party for Transport and Termination of Local Telecommunications Traffic." (emphasis added.)).

<sup>31</sup> Traffic Exchange Agreement between Highland and AT&T Mobility, Docket No. 13-00015.

<sup>32</sup> Docket No 12-00147

<sup>33</sup> *USF/ICC Transformation Order*, 26 F.C.C.R. at 18037 ¶ 995.

<sup>34</sup> *USF/ICC Transformation Order*, 26 F.C.C.R. at 18037-38 ¶ 995. [Adopted Oct 27, 2011]

<sup>35</sup> See, for example, *USF/ICC Transformation Order*, 26 F.C.C.R. at 18036 ¶ 992.

<sup>36</sup> *CMRS Reconsideration Order*, 26 F.C.C.R. at 17636 ¶ 7.

<sup>37</sup> AT&T Mobility Brief at 8-9 ("The TRA simply cannot grant the relief sought by the RLECs -- the establishment of rates other than at bill and keep. Pursuant to 47 CFR § 20.11(b), a regulation that the TRA must follow in establishing rates for the RLECs [citation to new rule].").

*Order*.<sup>38</sup> The *old* Rule 20.11(b), however, was vastly different inasmuch as it required *reasonable mutual compensation* under the principles of “calling party pays”:

(b) *Local exchange carriers and commercial mobile radio service providers shall comply with principles of mutual compensation.*

(1) *A local exchange carrier shall pay reasonable compensation to a commercial mobile radio service provider in connection with terminating traffic that originates on facilities of the local exchange carrier.*

(2) *A commercial mobile radio service provider shall pay reasonable compensation to a local exchange carrier in connection with terminating traffic that originates on the facilities of the commercial mobile radio service provider.*<sup>39</sup>

This is the rule that the TRA must follow, as discussed in the Coalition’s Brief.<sup>40</sup> The Arbitration Panel in this case recognized that mutual compensation was the operative principal of intercarrier compensation during the historic period.<sup>41</sup>

### C. The TRA May Set Rates Upon a Reasonable Basis Without Requiring Cost Studies

As explained in Coalition’s Brief, exempting the RLECs from the FCC’s TELRIC costing model creates discretion for the TRA to identify a “reasonable rate” using factors beyond the FCC’s limited pricing rules. In the absence of the *Suspension Order*, the FCC rules would have presented only two options (TELRIC pricing or bill-and-keep).<sup>42</sup>

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<sup>38</sup> See *USF/ICC Transformation Order* at ¶¶ 995-97. The new rules were originally published in the Federal Register on November 29, with an effective date of December 29, 2011. See 76 FR 73830, 73855 (Nov. 29, 2011).

<sup>39</sup> 47 CFR § 20.11(b) (59 FR 18495, Apr. 19, 1994, as amended at 61 FR 45619, Aug. 29, 1996; 70 FR 16145, Mar. 30, 2005).

<sup>40</sup> Coalition Brief at 4-7, 15-16 and 26-27.

<sup>41</sup> *Arbitration Order* at 18 and 24.

<sup>42</sup> Enacted pursuant to the Telecommunications Act of 1996 (47 USC§ 252(d)), the FCC’s rule at 47 CFR § 51.705 is as follows:

(a) An incumbent LEC’s rates for transport and termination of telecommunications traffic shall be established, at the election of the state commission, on the basis of:

(1) The forward-looking economic costs of such offerings, using a cost study pursuant to §§51.505 and 51.511;

(2) Default proxies, as provided in §51.707; or

(3) A bill-and-keep arrangement, as provided in §51.713.

The “default proxy” option was reversed on appeal, so there are only two options absent a *Suspension Order*.

AT&T Mobility argues, however, that these two limitations *still* apply. In other words, by exempting the RLECs from TELRIC costing, the TRA inadvertently decided by default that compensation, therefore, must be bill-and-keep. The U.S. 4<sup>th</sup> Circuit Court of Appeals dismissed this argument as “unsustainable” and “draconian” when previously raised by AT&T Mobility in North Carolina:

*The CMRS Providers’ construction, which would require the rates of compensation to ‘comport’ with § 252(d)(2)(A) whenever the duty to establish reciprocal compensation under § 251(b)(5) is in effect is unsustainable. It would leave the RLECs ‘with a draconian choice—they could either ... receive no compensation for terminating cell phone traffic on their network, or they could perform expensive and time consuming TELRIC cost studies despite the Act’s plain language permitting modification of FCC regulations.’*<sup>43</sup>

AT&T Mobility’s reading of 47 C.F.R. § 51.505(e) to argue that cost studies are still necessary despite the *Suspension Order* is particularly slanted.<sup>44</sup> This interpretation completely ignores the modifier to the phrase “cost study,” the context of which is – “using a cost study *that complies with the [TELRIC] methodology set forth in this Section and § 51.511.*”<sup>45</sup> AT&T Mobility’s arguments ignore the highlighted language. If TELRIC is exempted, then no other type of cost study is required. A State *may* “modify” the FCC’s cost requirements as in North Carolina or it may completely “suspend” them as in Mississippi and Tennessee.<sup>46</sup>

This unending, peevish insistence upon cost studies before rates can be set is a tired mantra that the TRA expressly rejected in the *Suspension Order*. AT&T Mobility has acknowledged the truth about cost studies -- “cost proceedings, regardless of the methodology employed, are inevitably time-consuming, tedious and expensive.”<sup>47</sup> This is exactly why AT&T Mobility repeatedly attempts to gratuitously introduce this unnecessary and unrequired roadblock

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<sup>43</sup> *New Cingular Wireless v. Finley*, 674 F.3d 225 (4th Cir. 2012) at note 29 (emphasis added).

<sup>44</sup> AT&T Mobility Brief at 10.

<sup>45</sup> 47 CFR § 51.505(e) (emphasis added).

<sup>46</sup> The *Suspension Order* statement that the CMRS providers are “not foreclose[d] the opportunity” to undertake their own TELRIC study is hardly a requirement that the RLECs do so. AT&T Mobility Brief at 10.

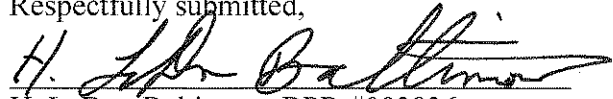
<sup>47</sup> AT&T Mobility Comments at 4-5.

-- to further delay the final resolution of the case and avoid the long promised settling of affairs with the RLECs. Among the CMRS carriers, AT&T Mobility alone seeks to escape payment of its obligations.

## II. CONCLUSION

For all of the above-stated reasons, the Rural Coalition requests that the Authority set a reciprocal compensation rate of \$0.012 (1.2¢) per minute for indirect connection and \$0.008 (0.8¢) for direct with AT&T Mobility and order the immediate net payment by AT&T Mobility to the RLECs for the historic period (October 2004 through June 2012), as well as establish this rate for compensation in the event of reversal or modification of the FCC's *FCC USF/ICC Transformation Order* by approving the interconnection agreement (attached as Appendix C to Coalition Brief).

Respectfully submitted,



H. LaDon Baltimore, BPR #003836  
FARRIS MATHEWS BOBANGO PLC  
618 Church Street, Suite 300  
Nashville, TN 37219  
Telephone: (615) 726-1200  
Facsimile: (615) 726-1776  
dbaltimore@farrismathews.com

Norman J. Kennard, Pa. ID No. 29921  
THOMAS, LONG, NIESEN & KENNARD  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Telephone: (717) 255-7627  
Facsimile: (717) 236-8278  
nkennard@thomaslonglaw.com

May 6, 2013

## CERTIFICATE OF SERVICE

I hereby certify that on this the 6th day of May, 2013, a true and correct copy of the foregoing document was served by U.S. Mail or e-mail to:

Hillary Glassman, Esquire  
Frontier Communications Corp.  
3 High Ridge Park  
Stamford, CT 06905  
[hglassman@ftr.com](mailto:hglassman@ftr.com)

Mark J. Ashby, Esquire  
Cingular Wireless  
5565 Glenridge Connector, #1700  
Atlanta, GA 30342  
[mark.ashby@cingular.com](mailto:mark.ashby@cingular.com)

Dan Williams, Esquire  
T-Mobile, USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
[Dan.williams@t-mobile.com](mailto:Dan.williams@t-mobile.com)

James L. Murphy, III, Esquire  
Bradley, Arrant, et al.  
1600 Division Street #700  
Nashville, TN 37203  
[jmurphy@babco.com](mailto:jmurphy@babco.com)

Henry Walker, Esquire  
Bradley, Arrant, et al.  
1600 Division Street #700  
Nashville, TN 37203  
[hwalker@babco.com](mailto:hwalker@babco.com)

Sue Benedek, Esquire  
CenturyLink  
14111 Capitol Blvd.  
Wake Forest, NC 27587  
[sue.benedek@centurylink.com](mailto:sue.benedek@centurylink.com)

Donald L. Scholes, Esquire  
Bransletter, Kilgore, et al.  
227 Second Ave., N  
Nashville, TN 37219  
[dscholes@bransletterlaw.com](mailto:dscholes@bransletterlaw.com)

Vance Broemel, Esquire  
Office of Tennessee Attorney General  
P. O. Box 20207  
Nashville, TN 37202  
[vance.broemel@ag.tn.gov](mailto:vance.broemel@ag.tn.gov)

Bill Ramsey, Esquire  
Neal & Harwell, PLC  
150 Fourth Avenue North, #2000  
Nashville, TN 37219-4298  
[ramseywt@nealharwell.com](mailto:ramseywt@nealharwell.com)

Norman J. Kennard, Esquire  
Thomas, Long, Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

Melvin Malone, Esquire  
Butler, Snow, et al.  
150 Fourth Ave., N. #1200  
Nashville, TN 37219-4233  
[melvin.malone@butlersnow.com](mailto:melvin.malone@butlersnow.com)

Dulaney O'Roark, Esquire  
Verizon  
5055 North Point Parkway  
Atlanta, GA 30022  
[de.oroark@verizon.com](mailto:de.oroark@verizon.com)


Paul Walters, Jr., Esquire  
15 E. 1<sup>st</sup> Street  
Edmond, OK 73034  
[pwalters@sbcglobal.net](mailto:pwalters@sbcglobal.net)

Bill Atkinson, Esquire  
Sprint  
3065 Akers Mill Road, SE  
MailStop GAATLD0704  
Atlanta, GA 30339  
[bill.atkinson@sprint.com](mailto:bill.atkinson@sprint.com)

Mr. Tom Sams  
ClearTalk  
1600 Ute Avenue  
Grand Junction, CO 81501  
[toms@cleartalk.net](mailto:toms@cleartalk.net)

Leon Bloomfield, Esquire  
1901 Harrison Street, Suite 1620  
Oakland, CA 94612  
[lmb@wblaw.net](mailto:lmb@wblaw.net)

Joelle Phillips, Esquire  
AT&T Tennessee  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-1800  
[jp3881@att.com](mailto:jp3881@att.com)

  
H. LaDon Baltimore

Appendix A

RLEC Reply Brief

## APPENDIX A

EXAMPLES OF RLEC INVOICES

SENT TO AT&T MOBILITY (CINGULAR)

DURING THE HISTORIC PERIOD

CONFIDENTIAL

IN SEPARATE SEALED ENVELOPE

Appendix B

RLEC Reply Brief

## RLEC EMAILS TO AT&T MOBILITY



## Norman Kennard

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**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 3:55 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** TDS TN - Historic Period Backup  
**Attachments:** TDS Tellico Billing 20120716\_CABSREPRINT\_USRDDDRP\_JOB04690\_02400ADM-D-12198.pdf; TDS TN Companies AT&T MOU Report.pdf; TDS TN Tel Billing 20120716\_CABSREPRINT\_USRDDDRP\_JOB04682\_00610ADM-D-12198.pdf; TDS Concord Billing 20120725\_CABSREPRINT\_USRDDDRP\_JOB04683\_00470ADM-D-12207.pdf; TDS Humphrey Billing 20120707\_CABSREPRINT\_USRDDDRP\_JOB04689\_04860ADM-D-12189.pdf

Bernard:

As requested on Tuesday, attached is the historic period back up for the TDS Companies. I'm sending each company group separately.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

---

**From:** Norman Kennard  
**Sent:** Wednesday, August 22, 2012 4:33 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** BROWN, BILL; Paul Walters; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** RE: AT&T Mobility/ TN RLEC ICA -- Current Draft

Bernard:

Attached is our current calculation of settlement for the historic period for your review.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

---

**From:** SHELL, BERNARD [<mailto:ws7168@att.com>]  
**Sent:** Thursday, August 16, 2012 2:46 PM

## Norman Kennard

---

**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 3:58 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** DTC (DeKalb) - Historic Period Backup  
**Attachments:** DTC 0562L621401 068 05626214WIR 082012 45523.pdf; DTC 0562L621901 068 05626219WIR 082012 45523.pdf; DTC 0562S621901 003 05626219FAS 082012 45523.pdf; DTC (DeKalb) ATT Mobility MOU Report.pdf; DTC 0562L601001 068 05626010WIR 082012 45523.pdf

DeKalb/DTC back up.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

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**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 3:55 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** TDS TN - Historic Period Backup

Bernard:

As requested on Tuesday, attached is the historic period back up for the TDS Companies. I'm sending each company group separately.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

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**From:** Norman Kennard  
**Sent:** Wednesday, August 22, 2012 4:33 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** BROWN, BILL; Paul Walters; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson

## Norman Kennard

---

**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 5:02 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** Ardmore - Historic Period Backup  
**Attachments:** Ardmore ATT Mobility Bill 0280TN6214FGL.pdf; Ardmore AT&T Wireless MOU Report.pdf

Ardmore.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

---

**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 3:58 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** DTC (DeKalb) - Historic Period Backup

DeKalb/DTC back up.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

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**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 3:55 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** TDS TN - Historic Period Backup

Bernard:

## Norman Kennard

---

**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 5:21 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** TEC Companies - Historic Period Backup  
**Attachments:** TEC Crocket 2012Jul01\_0561TW6214 ps.pdf; TEC Crockett ATT Mobility MOU Report 9-7-12.pdf; TEC Peoples 2012Jul01\_0576TW6219 ps.pdf; TEC Peoples ATT Mobility MOU Report 9-7-12.pdf; TEC West Tenn 2012Jul01\_0583TW6214 ps.pdf; TEC West Tenn ATT Mobility MOU Report 9-7-12.pdf

The TEC Companies.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

---

**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 5:02 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** Ardmore - Historic Period Backup

Ardmore.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

---

**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 3:58 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** DTC (DeKalb) - Historic Period Backup

DeKalb/DTC back up.

## Norman Kennard

---

**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 5:46 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** Loretto - Historic Period Backup  
**Attachments:** Loretto ATT Mobility 0612 Bill.pdf; Loretto AT&T MOU Report.pdf

Loretto.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

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**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 5:21 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** TEC Companies - Historic Period Backup

The TEC Companies.

Regards,  
Norman J. Kennard  
Thomas Long Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Business: (717) 255-7600  
Direct Dial: (717) 255-7627  
[nkennard@thomaslonglaw.com](mailto:nkennard@thomaslonglaw.com)

---

**From:** Norman Kennard  
**Sent:** Friday, September 07, 2012 5:02 PM  
**To:** 'SHELL, BERNARD'  
**Cc:** 'BROWN, BILL'; 'Paul Walters'; Patricia Armstrong; Raymond B. Ostroski; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com)  
**Subject:** Ardmore - Historic Period Backup

Ardmore.

Regards,

## Norman Kennard

---

**From:** Raymond B. Ostroski  
**Sent:** Tuesday, September 11, 2012 11:24 AM  
**To:** SHELL, BERNARD (ws7168@att.com)  
**Cc:** BROWN, BILL (WB9254@att.com); Paul Walters (pwalters@sbcglobal.net); Patricia Armstrong; Bruce H. Mottern (bruce.mottern@tdstelecom.com); Dave Crawford (dave@highlandtel.net); Linda Robinson (linda.robinson@tdstelecom.com); Norman Kennard  
**Subject:** FW: United -- Historic Period Backup  
**Attachments:** United ATT Mobility 6219 MOU Report.pdf; United Billing 58106214 - 20120701.pdf; United Billing 00011008-1 - 20120701.pdf; United Billing 00011264-1 - 20120701.pdf; United AT&T Mobility 6214 MOU Report.pdf; United ATT Mobility 6010 MOU Report.pdf

Bernard: As a follow up to what Norm and I sent you on Friday and yesterday, I am attaching the historic back up data for United Telephone.

I believe you now have the historic back up data for all of the Coalition companies except Yorkville at this point.

I will forward the Yorkville data when I receive it but I believe Yorkville only represents 2.5M minutes of the 442M minutes being submitted by the entire RLEC Coalition. We look forward to speaking to you tomorrow at 10am.

Thanks.

Ray

Raymond B. Ostroski, Esquire  
Thomas, Long, Niesen & Kennard  
212 Locust Street, Suite 500  
Harrisburg, PA 17101  
Direct: (717) 255-7622  
Fax: (717) 236-8278  
[rostroski@thomaslonglaw.com](mailto:rostroski@thomaslonglaw.com)

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Appendix C

RLEC Reply Brief

RLEC COALITION BILLED  
MINUTES DURING HISTORIC PERIOD

**RLEC Reply Brief Appendix C**  
**RLEC Coalition Billed Minutes During Historic Period**

<b>COMPANY</b>	<b>MINUTES OF USE</b> (October 2004 - June 2012)
Ardmore	11,829,470
Yorkville	3,082,612
DeKalb	31,760,685
Loretto	29,935,684
North Central	18,426,745
TEC (Crockett)	19,510,375
TEC (Peoples)	50,086,524
TEC (West Tennessee)	7,802,920
United	38,885,448
TDS (Tennessee Tel)	180,151,079
TDS (Humphreys)	6,347,784
TDS (Tellico)	8,105,398
TDS (Concord)	37,457,302
<b>Total All Companies</b>	<b>443,382,026</b>