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Before the
Tennessee Regulatory Authority
Nashville, Tennessee
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TN Regulatory Authority

IN RE:

Generic Docket Addressing Rural Universal Service	)	Docket No. 00-00523
	)	
Petition of Celco Partnership d/b/a Verizon Wireless	)	Docket No. 03-00585
for Arbitration under the Telecommunications Act	)	

**INTERROGATORIES AND REQUESTS FOR
PRODUCTION OF DOCUMENTS AND THINGS
SUBMITTED TO BELL SOUTH TELECOMMUNICATIONS
BY THE RURAL INDEPENDENT COALITION**

on behalf of

Ardmore Telephone Company, Inc.
Ben Lomand Rural Telephone Cooperative, Inc.
Bledsoe Telephone Cooperative
CenturyTel of Adamsville, Inc.
CenturyTel of Claiborne, Inc.
CenturyTel of Ooltewah-Collegedale, Inc.
Concord Telephone Exchange, Inc.
Crockett Telephone Company, Inc.
DeKalb Telephone Cooperative, Inc.
Highland Telephone Cooperative, Inc.
Humphreys County Telephone Company
Loretto Telephone Company, Inc.
North Central Telephone Cooperative, Inc.
Peoples Telephone Company
Tellico Telephone Company, Inc.
Tennessee Telephone Company
Twin Lakes Telephone Cooperative Corporation
United Telephone Company
West Tennessee Telephone Company, Inc.
Yorkville Telephone Cooperative

"The Coalition of Small LECs and Cooperatives"

**Before the
Tennessee Regulatory Authority
Nashville, Tennessee**

IN RE:	)	
	)	
GENERIC DOCKET ADDRESSING	)	DOCKET NO. 00-00523
RURAL UNIVERSAL SERVICE	)	
	)	
	)	

**INTERROGATORIES AND REQUESTS FOR
PRODUCTION OF DOCUMENTS AND THINGS
SUBMITTED TO BELL SOUTH TELECOMMUNICATIONS
BY THE RURAL INDEPENDENT COALITION**

The Rural Independent Coalition (hereafter referred to as the "Coalition" or the "Independents") submits the following interrogatories and requests for production of documents and things to BellSouth Telecommunications to be answered in accordance with the schedule set forth by the Pre-Hearing Officer in Docket 00-00585..

DEFINITIONS

For purposes of these Interrogatories and Requests for Production, the following definitions shall apply:

1. "Person" shall mean any individual, corporation, partnership, group, association, governmental entity, or any other organization.
2. "You" or "your" or "BellSouth" shall refer to BellSouth Telecommunications and its principals, agents, attorneys, employees, and any other person acting or purporting to act on behalf of BellSouth Telecommunications.
3. "Document" means any written, printed, typed, or other graphic or photographic matter of any nature, including any such matter maintained or stored on your computer hard drives and/or servers, and any audio or video recordings in your possession, custody or control or

known by you to exist or to have existed. All copies of documents that contain any alterations or annotations or that differ in any other way from the originals or copies referred to in the preceding sentence are deemed separate documents from the originals or copies.

INSTRUCTIONS

1. With respect to any document for which you claim a privilege, identify the document, including the general subject matter, but not the substance, state the privilege involved, and state the factual and legal basis of the privilege.

2. If any documents have been lost or destroyed, provide in lieu of a true and correct copy thereof, a list of the documents lost or destroyed together with the following information:

- (a) The date of origin;
- (b) A brief description of the document and its contents;
- (c) The author of the document;
- (d) The date upon which the document was lost or destroyed; and
- (e) A brief statement of the manner in which the document was lost or destroyed.

INTERROGATORIES

1. Describe the terms and conditions pursuant to which BellSouth has terminated traffic to each rural Independent covering the period from August 8, 1996 to the present.

RESPONSE:

2. Describe any arrangements, contracts or agreements that address or refer to any terms and conditions that establish an existing or contingent obligation of a CMRS provider to

compensate or reimburse BellSouth with respect to any charges paid by BellSouth to any rural Independent.

RESPONSE:

3. Pursuant to the arrangement proposed by the CMRS Providers in this proceeding
 - a. What terms and conditions does BellSouth propose to address circumstances in which it delivers CMRS traffic to a rural Independent when the CMRS Provider is in default of its obligations to the rural Independent?

RESPONSE:

- b. Is BellSouth technically capable of identifying traffic from an individual CMRS Provider that is in default of its obligations to a rural Independent, and discontinuing the delivery of traffic from that CMRS carrier prior to its transport through a common trunk group for termination to the rural Independent?

RESPONSE:

4. State the amount of compensation per month that BellSouth has paid each rural Independent that is associated with the termination of traffic from each CMRS provider covering the past 24 months. Provide this information both in the aggregate (*i.e.*, all CMRS providers) and by individual CMRS provider.

RESPONSE:

5. Provide the number of minutes of traffic per month that your company transported on behalf of each CMRS Provider to each rural Independent by month for the prior 24 month period. Provide this information both in the aggregate (*i.e.*, all CMRS providers) and by individual CMRS provider.

RESPONSE:

REQUESTS FOR PRODUCTION

1. Provide copies of all effective interconnection agreements approved by the TRA (or its predecessor) between BellSouth and each CMRS provider covering the period from August 8, 1996 to the present. Separately identify any such agreements, contracts and documents that constitute, or contain provisions that constitute, a "Meet-Point Billing Arrangement."

RESPONSE:

2. Provide copies of all other agreements, contracts and documents between BellSouth and each CMRS provider covering the period from August 8, 1996 to the present.

Separately identify any such agreements, contracts and documents that constitute, or contain provisions that constitute, a "Meet-Point Billing Arrangement."

RESPONSE:

3. Provide copies of all correspondence or any other documented communications between BellSouth and each CMRS Provider (including, but not limited to correspondence between counsel) that address, discuss, or refer to "meet-point billing" or any interconnection arrangement that is associated with traffic terminated on a rural Independent network, or discusses, in any way the issues in this proceeding or the arbitration involving the CMRS providers and the Rural Independent Coaliton.

RESPONSE:

4. Provide copies of all filings by your company (including, but not limited to comments and *ex partes*) before the Federal Communications Commission in FCC Docket 01-92.

RESPONSE:

5. Provide copies of any agreements that set forth the terms and conditions identified in response to Interrogatory No. 1.

RESPONSE:

6. Provide copies of any arrangements, contracts or agreements that address or refer to any terms and conditions that relate, in any way, to an obligation of a CMRS provider to compensate or reimburse BellSouth with respect to any charges paid by BellSouth to any rural Independent.

RESPONSE:

7. Provide copies of any agreements entered into by BellSouth, one or more CMRS Providers and one or more local exchange companies (other than BellSouth) that address any issues that are similar to the issues pending in this proceeding.

RESPONSE:

8. Provide copies of any documents, arrangements, law or regulation that permits BellSouth to deliver any traffic for termination on the network of a rural Independent in the absence of contract or tariff.

RESPONSE:

9 Provide copies of any document that demonstrates or reflects a request by BellSouth to establish terms and conditions pursuant to which BellSouth delivers the traffic of a CMRS Provider to the network of the rural Independent.

RESPONSE:

10. Provide copies of all documents that contain information from which the following information can be calculated or determined: the number of minutes of traffic per month that your company transported on behalf of each CMRS Provider to each rural Independent by month for the prior 24 month period, either in the aggregate (*i.e.*, all CMRS providers) or by individual CMRS provider.

RESPONSE:

OATH

STATE OF _____)
COUNTY OF _____)

I, _____, on behalf of BellSouth Telecommunications,
being first duly sworn according to law, make oath that the preceding answers and responses to
the Interrogatories submitted by the Rural Independent Coalition are true, accurate and correct to
the best of my knowledge, information and belief.

BELLSOUTH TELECOMMUNICATIONS

By: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 2004.

Notary Public

My Commission Expires: _____

Respectfully submitted,

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Counsel for The Tennessee Rural Independent Coalition

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing has been served on the parties of record indicated below via U.S. Mail and via electronic mail on this the 19th day of March, 2004.

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Certificate of Service, Page 2

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