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April 12, 2007

Honorable Sara Kyle, Chairman  
c/o Sharla Dillon, Docket & Records Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

**RE: In the Matter of: Tennessee Rural Independent Coalition Petition for  
Suspension and Modification Pursuant to 47 U.S.C. Section 251(f)(2)  
TRA Docket No. 06-00228**

Dear Chairman Kyle:

Pursuant to the Procedural Schedule in the above-captioned matter, enclosed please find the following:

1. An original and thirteen (13) copies of the *Response of Verizon Wireless With Respect To The Interim Rate Established By The Presiding Panel In TRA Consolidated Docket No. 03-00585* and the *Interim Rate Accounting For Sprint PCS*; and
2. Fourteen (14) copies of the *Interim Rate Accounting For T-Mobile USA, Inc.* and the *Interim Rate Accounting for Cingular Wireless*. An original of each of these two (2) documents will be filed at a later time.

An additional copy of each filing is enclosed to be "File Stamped" for our records.

If you have any questions or require additional information, please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Melvin J. Malone', written over the typed name.

Melvin J. Malone

cc: Parties of Record

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

**In the Matter of:**

**Tennessee Rural Independent  
Coalition Petition for Suspension  
and Modification Pursuant to 47  
U.S.C. Section 251(f)(2)**

**Docket No. 06-00228**

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**INTERIM RATE ACCOUNTING FOR T-MOBILE USA, INC.**

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T-Mobile USA, Inc. ("T-Mobile") respectfully responds to the Authority's request for an interim rate accounting per the procedural schedule adopted in this proceeding dated February 26, 2007 as follows:

1. T-Mobile has an executed multi-state interconnection agreement with TDS (which includes Concord Telephone Company, Humphreys Telephone Company, Tellico Telephone Company and Tennessee Telephone Company). T-Mobile has not received any invoices from either Concord Telephone or Tellico Telephone and thus is under the belief that neither is terminating any traffic on its behalf. T-Mobile has received and paid all invoices it is aware of from both Humphreys Telephone and Tennessee Telephone. T-Mobile has not yet billed either of these TDS companies for the reciprocal compensation it is owed under the T-Mobile/TDS agreement. The rate negotiated in these agreements is the result of a multi-state negotiation of multiple issues unrelated to the interim rate approved by the Authority in this proceeding.


2. T-Mobile has entered into an interim interconnection agreement with Twin Lakes Telephone at the rate of \$.00667 which rate is subject to true-up based on the ultimate rate approved in this proceeding. T-Mobile has received and paid all invoices it has received from Twin Lakes pursuant to the interim agreement. Per the interim interconnection agreement, T-Mobile receives its reciprocal compensation as a credit to the invoice billed by Twin Lakes (e.g., net billing) pursuant to the factors set forth in the interim interconnection agreement.

3. T-Mobile has received bills from Ben Lomand Rural Telephone Company (at the rate of \$.033663), Crockett Telephone Company, DeKalb Telephone Company, North Central Telephone Company, Peoples Telephone Company, and West Tennessee Telephone Company (all that the rate of \$.0015). None of these rates are based on the interim rates approved by the Authority. Thus, T-Mobile has not paid any such invoices. Moreover, T-Mobile notes that it does not have any type of interconnection agreement (permanent or interim) with any of these companies and has not attempted to invoice these companies based on their improper rates (or any other rate).

4. T-Mobile does not have interconnection agreements with any of the other Coalition Members which includes Ardmore Telephone Company, Inc., Bledsoe Telephone Cooperative, the CenturyTel RLECs (i.e., CenturyTel of Claiborne, Inc., CenturyTel of Adamsville, Inc., CenturyTel of Ooltewah-Collegedale, Inc.), Highland Telephone Cooperative, Inc., Loretto Telephone Company, Inc., Millington Telephone Company, United Telephone Company, or West Kentucky Telephone and, to the best of its knowledge, has not received any

invoices from any of those carriers.<sup>1</sup> In turn, T-Mobile has not invoiced any of those carriers given the lack of an agreement and the lack of traffic data.

Respectfully submitted this 12<sup>th</sup> day of April, 2007.

  
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Attorneys for T-Mobile USA, Inc.

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<sup>1</sup> T-Mobile is aware that United Telephone Company asserts in its March 28<sup>th</sup> Interim Rate Accounting filing that it sent invoices to T-Mobile. T-Mobile does not dispute that assertion at this time but notes it has been unable to locate any such invoices. Based on United Telephone's filing, it appears that it was billing at the rate of \$.015.

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

**In the Matter of:**

**Tennessee Rural Independent  
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and Modification Pursuant to 47  
U.S.C. Section 251(f)(2)**

**Docket No. 06-00228**

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**INTERIM RATE ACCOUNTING FOR CINGULAR WIRELESS<sup>1</sup>**

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New Cingular Wireless PCS, LLC a subsidiary of AT&T Mobility LLC, d/b/a Cingular Wireless, (“Cingular”) respectfully responds to the Authority’s request for an interim rate accounting per the procedural schedule adopted in this proceeding dated February 26, 2007. As a general response, Cingular does not pay usage invoices received from companies with which it does not have interconnection agreements. However it establishes an accrual at the time such an invoice for usage is received. Generally, the accruals will be for the billed amount of the usage charges – not as an admission that such charges are correct, but for accounting purposes. If Cingular is not invoiced by a carrier, then generally Cingular will not establish an accrual. Regarding the specific carriers involved in this cause, Cingular responds as follows:

1. Ardmore Telephone Company – Cingular has received no bills from Ardmore and has made no accrual.

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<sup>1</sup> On December 29, 2006, AT&T Inc. and BellSouth Corporation, the parent companies of Cingular Wireless LLC, merged and subsequently renamed Cingular Wireless LLC as AT&T Mobility LLC. Cingular Wireless is now a d/b/a of AT&T Mobility LLC a wholly owned subsidiary of AT&T Inc.

2. Ben Lomand Rural Telephone Coop, Inc. – Cingular and Ben Lomand have reached agreement to settle all reciprocal compensation billing disputes.

3. Bledsoe Telephone Cooperative, Inc. – Cingular has received no bills from Bledsoe and has made no accrual.

4. CenturyTel Companies (Claiborne, Adamsville and Ooltewah-Collegedale) – Cingular has a current interconnection agreement with these three companies and has paid all bills received. Cingular has given notice to terminate this agreement and intends that the replacement interconnection agreement conform to the terms and rates established in Docket No. 03-00585.

5. TDS Companies<sup>2</sup>

- a. Concord – Cingular has received bills that appear to be at a rate above the interim rate established by the TRA. Cingular has not paid the bills and has made accruals.
- b. Humphreys – Cingular has received bills that appear to be at a rate above the interim rate established by the TRA. Cingular has not paid the bills and has made accruals.
- c. Tennessee Telephone – Cingular has received bills that appear to be at a rate above the interim rate established by the TRA. Cingular has not paid the bills and has made accruals.
- d. Tellico – Cingular has received bills that appear to be at a rate above the interim rate established by the TRA. Cingular has not paid the bills and has made accruals.

6. Dekalb Telephone Cooperative – Cingular has received bills from Dekalb. Cingular believes Dekalb has billed at the rate of 1.5 cents per MOU, a rate above the interim rate established by the TRA. With no interconnection agreement with this company, those bills were disputed, and Cingular established accruals.

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<sup>2</sup> Cingular has recently reached agreement with these companies that the TRA-ordered interim rates will apply retroactively and going forward until this agreement is replaced by final TRA-ordered interconnection agreements. The paid amounts will then be trued up. The interim agreement is effective when signed, and is currently being circulated for signature.

7. Highland Telephone Cooperative – Cingular has an interconnection agreement with Highland and has paid all bills received for traffic exchanged through direct interconnection trunks. Cingular has given notice to terminate this agreement and intends that the replacement interconnection agreement conform to the terms and rates established in Docket No. 03-00585. Cingular has received no bills for traffic exchanged indirectly, and Cingular has made no accrual for such traffic.

8. Telephone Electronic Corporation Companies<sup>3</sup>:

- a. Crocket – Cingular has received bills at what appears to be a rate of 1.5 cents per MOU, a rate above the interim rate established by the TRA. Cingular has not paid the bills and has made accruals.
- b. Peoples – Cingular has received bills at what appears to be a rate of 1.5 cents per MOU, a rate above the interim rate established by the TRA. Cingular has not paid the bills and has made accruals.
- c. West Tenn. – Cingular has received bills at what appears to be a rate of 1.5 cents per MOU, a rate above the interim rate established by the TRA.. Cingular has not paid the bills and has made accruals.

9. Loretto Telephone Company – Cingular has received no bills and made no accrual.

10. Millington Telephone Company – Cingular received usage bills from Millington, through August 2006, that appear to be at a rate above the interim rate established by the TRA. With no interconnection agreement with this company, those bills were disputed, and Cingular established accruals. No other usage bills have been received, and no further accrual has been made.

11. North Central Telephone Cooperative – Cingular has received bills at what appears to be a rate of 1.5 cents per MOU, a rate above the interim rate established by the TRA.

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<sup>3</sup> With no interconnection agreement with these companies, those bills were disputed, and Cingular established accruals.

With no interconnection agreement with this company, those bills were disputed, and Cingular established accruals. The bills have not been paid.

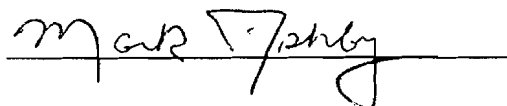
12. Twin Lakes Telephone Cooperative Corporation – Cingular has entered into an interim arrangement with Twin Lakes, subject to true-up (to the final TELRIC-based rate established by the TRA for Twin Lakes), and has made payments pursuant to that interim agreement. Cingular has given notice to terminate this interim arrangement, such termination to apply when final rates and terms are established in Docket No. 03-00585. The replacement permanent interconnection agreement will contain those rates and terms established in Docket No. 03-00585.

13. United Telephone Company – Cingular has received no billing from United and has made no accrual.

14. Yorkville – It appears that West Kentucky Telephone Company has taken over the Yorkville billing. The Yorkville bills appear to be at a rate above the interim rate established by the TRA. With no interconnection agreement with this company, those bills were disputed, and Cingular established accruals.

Pending the establishment of final, TELRIC-based rates for each of the above carriers, Cingular has not invoiced any carriers. Cingular reserves its right to invoice each of the above carriers for all traffic exchanged and payments due during the pendency of the proceeding to establish permanent, TELRIC-based rates for each carrier, including the previously negotiated intraMTA traffic ratio and interMTA factor.

Respectfully submitted April 12, 2007.

A handwritten signature in black ink, appearing to read "Mark T. Ashby", is written over a horizontal line.

Mark J. Ashby  
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Attorneys for Cingular

## CERTIFICATE OF SERVICE

I hereby certify that on April 12, 2007, a true and correct copy of the foregoing has been served on the parties of record, via the method indicated:

<input type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> Electronically	Stephen G. Kraskin Kraskin, Lesse & Cosson, LLC 2120 L Street NW, Suite 520 Washington, D.C. 20037
<input type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> Electronically	William T. Ramsey Neal & Harwell, PLC 2000 One Nashville Place 150 Fourth Avenue North Nashville, TN 37219
<input checked="" type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input type="checkbox"/> Electronically	Melvin Malone Miller & Martin PLLC 1200 One Nashville Place 150 Fourth Avenue North Nashville, TN 37219
<input type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> Electronically	Bill Atkinson Doug Nelson Sprint Spectrum L.P. d/b/a Sprint PCS 3065 Cumberland Cir., SE Mailstop GAATLD0602 Atlanta, GA 30339
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<input type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> Electronically	Paul Walters, Jr. 15 East First Street Edmond, OK 73034

<input type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight <input checked="" type="checkbox"/> Electronically	Mark J. Ashby Cingular Wireless 5565 Glennridge Connector, Suite 1700 Atlanta, GA 30342
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Melvin J. Malone