

AT&T TENNESSEE
DIRECT TESTIMONY OF FREDERICK C. CHRISTENSEN
BEFORE THE TENNESSEE REGULATORY AUTHORITY
DOCKET NO. 10-00042 AND DOCKET NO. 10-10043
AUGUST 31, 2010

ISSUES
II.B.2, IV.F.1,
IV.F.2 and IV.G.2.

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.

A. My name is Frederick C. Christensen. I am a Senior Quality, Method and Procedure and Process Manager in AT&T's Wholesale organization. My business address is 845 N. 35th Street, Milwaukee, Wisconsin.

Q. WHAT ARE YOUR CURRENT RESPONSIBILITIES?

A. I am responsible, in part, for monitoring the performance of AT&T Wholesale's Access Service Center ("ASC"), Local Service Center ("LSC"), Wholesale Service Center ("WSC"), and Operations Support Systems ("OSS") operations. Additionally, I am responsible for investigating complaints involving or impacting ASC, LSC, WSC, and OSS operations. I coordinate changes within the ASC, LSC, WSC, and OSS to comply with regulatory requirements and provide requested information and testimony to regulatory bodies regarding these operations.

Q. WHAT IS YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE?

A. I hold a Bachelor of Science degree in Business Administration from Cardinal Stritch College¹ in Milwaukee, Wisconsin and a Masters in Organizational Quality and Leadership from Marian College² of Fond du lac, Wisconsin. I have over 34 years of experience in the telecommunications industry and have been in my current position since June of 2007.

¹ Now known as Cardinal Stritch University.

² Now known as Marian University of Fond du lac.

1 Prior to my current assignment, I was the Area Manager of Regulatory
2 Relations within my current organization. I had been in that position since
3 August of 2000. Before that, I was the Operator Services Facilities Area Manager
4 with responsibility for the overall health of the Ameritech Operator Services
5 network as well as responsibility for the operations of the Operator Services 7 x
6 24 x 365 trouble center located in Detroit, Michigan. I held that position from
7 June of 1999 to July of 2000. Before taking the Operator Services position, I was
8 a customer Service Manager for wireless providers responsible for acting as a
9 liaison between the wireless service providers and various departments within
10 Ameritech. I held the Service Manager position between May of 1997 and May
11 of 1999.

12 Before taking the Customer Service Manager position I was the Ameritech
13 Information Industry Service Center's ("AIISC") Manager of Mechanization.
14 Responsibilities included the mechanization of manual service order processes
15 used within the AIISC as well as the administration of mainframe computer
16 access for the AIISC service representative population. I was in the
17 Mechanization Manager position between June of 1995 and April of 1997. Prior
18 to the Mechanization Manager position, April of 1994 through May of 1995, I
19 was a Line Manager within the AIISC with the responsibility of assuring accurate
20 and timely issuance of service orders on behalf of the third party voicemail
21 providers and answering service companies. I was the team leader for 20 service

1 representatives and interfaced with voicemail providers and answering services on
2 a daily basis.

3 Between October of 1982 and March of 1994, I was a Manager of Switch
4 Translations within the Wisconsin Bell Network organization. I was responsible
5 for the routing, trunking, charging and Centrex translations for 15 switching
6 machines within the state of Wisconsin. I was also a founding member of the
7 Ameritech Regional Translations Staff organization in 1993. Prior to 1982 I held
8 several non-management positions within the Wisconsin Bell Network
9 organization and the Wisconsin Telephone Operator Services organization.

10 **Q. HAVE YOU PREVIOUSLY TESTIFIED IN ANY REGULATORY**
11 **PROCEEDINGS?**

12 A. Yes. I have testified, provided written testimony and/or provided affidavits on
13 behalf of the AT&T incumbent local exchange carriers ("ILEC") in proceedings
14 before the State commissions of California, Georgia, Illinois, Indiana, Kansas,
15 Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

16 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

17
18 A. AT&T Tennessee, which I will refer to as AT&T.

19
20 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

21 A. My Direct Testimony presents AT&T's positions on DPL Issues II.B.2, IV.F.1,
22 IV.F.2, and IV.G.2.

23 **II. DISCUSSION OF ISSUES**

24

1 depiction of the network configuration proposed by Sprint compared to the
2 network configuration proposed by AT&T.

3 **Q. DOES SPRINT COMBINE ITS CLEC AND CMRS TRAFFIC TODAY ON**
4 **A SINGLE TRUNK GROUP, AS SPRINT PROPOSES TO DO HERE?**

5 A. No. For all the years that Sprint has been exchanging traffic with AT&T in
6 Tennessee, up to and including the present, Sprint has had separate trunk groups
7 associated with both its CLEC and CMRS subsidiaries and their respective
8 networks that connect to AT&T's network. Sprint has never combined the
9 wireless and wireline traffic it delivers to AT&T, either in Tennessee or any other
10 state (at least not to AT&T's knowledge or with AT&T's consent). Thus, what
11 Sprint is proposing on this issue is a dramatic departure from current practice.

12 **Q. WHAT IS THE BASIS FOR SPRINT'S POSITION?**

13 A. Based on its position statement in the parties' DPL, Sprint contends that its
14 method is efficient and economical and that AT&T routes its own CMRS and
15 ILEC traffic over the same trunk group. In the next several pages, I will respond
16 to Sprint's first contention, and I will then return to Sprint's misleading claim that
17 AT&T itself combines its own traffic in the way that Sprint proposes.

18 **Q. IS SPRINT'S PROPOSAL TO COMBINE ITS WIRELESS AND**
19 **WIRELINE TRAFFIC ON THE SAME TRUNK GROUP BASED ON**
20 **NETWORK EFFICIENCIES AND SOUND BILLING PRINCIPLES?**

21 A. No. Sprint doubtless has in mind the network architecture principle that one large
22 trunk group is more efficient than two smaller ones. While that principle does
23 hold true in some circumstances, it does not apply here, because Sprint's CMRS

1 traffic and Sprint's CLEC traffic each ride on two separate and distinct networks
2 that may have multiple switches serving both the CLEC and CMRS end users of
3 Sprint. The determination whether a CLEC call is subject to reciprocal
4 compensation is based upon rate centers (which I believe are generally called
5 "local calling areas" in Tennessee) as defined in the Local Exchange Routing
6 Guide ("LERG"); generally a CLEC call that originates and terminates in the
7 same rate center is subject to reciprocal compensation. The determination
8 whether a CMRS call is subject to reciprocal compensation, on the other hand, is
9 based upon Major Trading Areas ("MTA"), which are much larger than rate
10 centers; generally, a CMRS call that originates and terminates in the same MTA is
11 subject to reciprocal compensation.³ In order to bill appropriately for traffic, each
12 carrier must be able to discern the type of traffic that is being delivered.

13 **Q. HOW DOES AT&T DETERMINE WHETHER A WIRELINE CALL**
14 **THAT A CLEC DELIVERS TO AT&T IS LOCAL OR**
15 **INTEREXCHANGE?**

16 A. AT&T, like carriers generally, determines whether a call is local or interexchange
17 – also called jurisdictionalizing the call – by comparing the originating NPA-
18 NXX of the originating caller with the NPA-NXX of the terminating caller to
19 determine if they are within the same rate center as defined in the LERG. If they
20 are within the same rate center, reciprocal compensation applies. If the NPA-
21 NXXs are in different rate centers, the call is interexchange and switched access

³ See 47CFR701(b)(2). Telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in § 24.202(a) of this chapter, is subject to reciprocal compensation. AT&T witness Patricia Pellerin also discusses the difference between wireless and wireline local calling areas in her Direct Testimony.

1 applies. A switched access call may either be intrastate, in which case the rates in
2 the terminating carrier's intrastate access tariff apply, or interstate, in which case
3 the rates in the terminating carrier's interstate (FCC) access tariff apply.

4 **Q. IS THAT SAME PROCESS USED TO DETERMINE THE JURISDICTION**
5 **OF A CMRS-ORIGINATED CALL?**

6 A. No – and that is why CMRS-originated calls should not be delivered on the same
7 trunk group as CLEC-originated calls. There is an additional step involved in
8 determining the jurisdiction of a CMRS call, because the local calling areas for
9 wireless calls are defined by MTAs, instead of the smaller rate centers from the
10 LERG. Wireless calls, like wireline calls, originate and terminate in rate centers,
11 but each rate center is in a particular MTA, and the determinant of whether a
12 wireless call is local is whether it originates and terminates within a single MTA.
13 Accordingly, AT&T builds tables into its billing systems for wireless traffic that
14 associate each rate center with the MTA in which it is located. After a wireless
15 call is received and processed and the switch billing record has been created, the
16 billing systems determine by reference to those tables whether or not the call is
17 local or interMTA, and bill accordingly. Nevertheless, as I explain below, before
18 the billing systems can do so, they must know which trunk group the wireless call
19 arrived on.

20 **Q. IF SPRINT'S PROPOSAL TO COMBINE THE TRAFFIC WERE**
21 **ADOPTED, COULD AT&T'S BILLING SYSTEMS DETERMINE WHICH**
22 **CALLS WERE ORIGINATED BY SPRINT'S CMRS NETWORK VERSUS**
23 **SPRINT'S CLEC NETWORK AND MAKE THE DETERMINATIONS**
24 **NECESSARY TO CORRECTLY BILL CALLS?**

1 A. No. AT&T's billing systems cannot differentiate between CMRS and CLEC
2 traffic over a single trunk group. And even if AT&T's billing system could do so,
3 there is no way to "flag" an originating call as being a CMRS or CLEC call, so
4 that AT&T would know the proper compensation rates to apply.

5 **Q. WHY ARE AT&T'S BILLING SYSTEMS UNABLE TO MAKE THAT**
6 **DIFFERENTIATION?**

7
8 A. Because the billing systems assign compensation to traffic according to the trunk
9 group on which traffic is delivered. That is, all calls arriving on a single trunk
10 group can only be subject to one billing scheme or the other not both at the same
11 time. As I stated above, the jurisdiction of wireless traffic is determined by MTA,
12 which may cover an entire state or more, while the jurisdiction of wireline traffic
13 is based on smaller local exchange areas or rate centers. Consequently, even if
14 Sprint were to demonstrate that it would be more efficient or economical for it to
15 deliver all its traffic over the same trunk group, its proposal should still be
16 rejected, because it would be impossible for AT&T to differentiate between
17 categories of traffic and properly bill combined wireless and wireline traffic.

18 **Q. ARE YOU SAYING THAT AT&T'S BILLING SYSTEMS ASSIGN**
19 **COMPENSATION BASED ON THE TRUNK GROUP THAT A CALL**
20 **ARRIVES ON AND, AT THE SAME TIME, THAT COMPENSATION IS**
21 **BASED ON THE ORIGINATING NPA-NXX AND THE TERMINATING**
22 **NPA-NXX?**

23
24 A. Yes. It is a combination of the trunk group a call arrives on *and* the originating
25 and terminating NPA-NXX that together determine how the billing system
26 assigns compensation. That is, one first has to establish that all the traffic one

1 receives over a specific trunk group is either wireless or wireline. Only then can
2 one determine the appropriate rate to apply based on the originating NPA-NXX
3 and terminating NPA-NXX. For example, if the parties establish two trunk
4 groups, one for Sprint wireless originations and one for Sprint CLEC originations,
5 then AT&T will know that the MTA local calling area applies to the first trunk
6 group and that the LERG local calling area applies to the second. AT&T can then
7 bill the appropriate rate to Sprint for the calls it sends to AT&T for termination.
8 If there were a single combined group, AT&T would not know the type of
9 origination (wireless vs. wireline), and therefore also would not know whether the
10 MTA local calling area applies or if the LERG local calling area applies. In other
11 words, a call that came in on a mixed trunk group with an originating NPA-NXX
12 of 614-298 and a terminating NPA-NXX of 318-457 might be subject to
13 reciprocal compensation if it was a CMRS-originated call, but subject to access
14 charges if it was a CLEC-originated call – and AT&T would not be able to tell
15 which.

16 **Q. DOES AT&T KNOW WHETHER A GIVEN ORIGINATING NPA-NXX IS**
17 **EITHER A WIRELESS NPA-NXX OR A CLEC NPA-NXX BASED ON ITS**
18 **LERG DEFINITION?**

19
20 A. No. In the past, one generally knew that a given NPA-NXX combination was
21 either a wireless NPA-NXX or a wireline NPA-NXX because the LERG defined
22 it as one or the other. With the implementation of wireless number portability,
23 however, one no longer knows whether a given call originated in a wireless or
24 wireline network unless the calling party is one's own customer. By the time a

1 call arrives at the tandem for termination, the terminating carrier has no idea
2 which network (wireless vs. wireline) originated the call. Hence, the only way
3 that AT&T, as the terminating carrier, can know whether the call was CMRS-
4 originated or CLEC originated is by segregating the traffic on separate trunk
5 groups.

6 **Q. SPRINT IMPLIES IN ITS POSITION STATEMENT THAT AT&T**
7 **COMBINES CMRS AND ILEC TRAFFIC OVER THE SAME TRUNKS.**
8 **IS THIS CORRECT?**

9 A. Not in the sense that Sprint implies. Any AT&T Mobility traffic that AT&T the
10 ILEC delivers to Sprint on the same trunk group as AT&T's landline traffic is
11 transit traffic. In other words, AT&T Mobility does not mix its wireless traffic
12 with AT&T ILEC landline traffic. To the extent that Sprint receives AT&T
13 Mobility and AT&T ILEC traffic on the same AT&T ILEC trunk groups, it is
14 only because Sprint does not interconnect directly with AT&T Mobility, but
15 instead interconnects with AT&T Mobility indirectly, through AT&T ILEC. If
16 Sprint interconnected directly with AT&T Mobility, AT&T Mobility-originated
17 traffic would be sent directly to Sprint over separate trunks. It would not be
18 intermingled with AT&T ILEC's traffic (or any other third party's traffic).
19 Because AT&T ILEC is directly interconnected with both Sprint CMRS and
20 Sprint CLEC, there is no occasion for either to perform a transiting function for
21 the other and therefore no need for either to commingle its traffic with that of the
22 other.

1 **Q. SPRINT’S LANGUAGE ALSO SUGGESTS THAT IT IS DEVELOPING A**
2 **METHOD TO IDENTIFY THE ORIGINATION TYPE (WIRELESS OR**
3 **WIRELINE) AND COULD PROVIDE THAT INFORMATION TO AT&T.**
4 **IS THAT AN ACCEPTABLE SOLUTION?**

5
6 A. No. Sprint’s proposed language provides that it can carry CMRS and CLEC
7 traffic on a single trunk group so long as “the Sprint wireless entity or Sprint
8 CLEC can demonstrate an ability to identify each other’s respective Authorized
9 Services traffic as originated by each other’s respective switches.” That provision
10 is unacceptable for several reasons. In the first place, the question isn’t whether
11 Sprint can identify the traffic – it is whether AT&T can identify it. AT&T’s
12 billing systems have been developed over time based on the recommendations of
13 the Ordering and Billing Forum (“OBF”) committee of the Alliance for
14 Telecommunications Industry Solutions (“ATIS”). Even if Sprint could provide
15 some kind of indicator (wireless vs. wireline), that indicator must be vetted, tested
16 and approved by the OBF so that all OBF participants can have input and agree
17 with Sprint’s proposed methodology.

18 **Q. PLEASE EXPLAIN OBF.**

19 A. The OBF is the industry body that defines the ordering and billing standards used
20 throughout the industry. As its website states, “The ATIS-sponsored Ordering
21 and Billing Forum (OBF) provides a forum for customers and providers in the
22 telecommunications industry to identify, discuss and resolve national issues which
23 affect ordering, billing, provisioning and exchange of information about access
24 services, other connectivity and related matters”

1 (<http://www.atis.org/OBF/index.asp>). Sprint is a member of the OBF and should
2 be discussing billing system changes of this magnitude at the OBF. After
3 discussion with AT&T's representative to the OBF, I can say that I am not aware
4 that Sprint has ever discussed the creation of a new billing indicator that could
5 differentiate between wireless originations and wireline originations arriving over
6 a single trunk group.

7 **Q. WHY IS IT IMPORTANT FOR CARRIERS TO CONSISTENTLY**
8 **FOLLOW OBF STANDARDS FOR ORDERING AND BILLINGS?**

9
10 A. If each individual telecommunications company were free to create and use its
11 own unique ordering and billing standards, the industry would be in chaos. The
12 reason we have OBF is to ensure that the industry is on the same page with regard
13 to ordering and billing standards so that new market entrants as well as long
14 established companies can have ordering and billing confidence and stability.

15 **Q. ARE THERE ANY OTHER REASONS THAT AT&T CANNOT ACCEPT**
16 **SPRINT'S PROPOSED LANGUAGE?**

17
18 A. Yes. AT&T's billing systems would have to be modified to capture and process
19 the new indicator Sprint is proposing to develop. AT&T's switching systems
20 might also require modification since it is the switching machine that creates the
21 billing record that the billing system uses to create the bill. Such billing system
22 and switching system modifications not only require discussion with the OBF, but
23 also require system development by multiple manufacturers, testing and
24 implementation. All of these activities can be time consuming and costly. Even
25 if Sprint could provide an indicator tomorrow – and I take it Sprint does not claim

1 that it can – AT&T would not be able to recognize the indicator until the system
2 development, testing and implementation phases could be completed both within
3 its switching machines and its billing system. These activities may take months
4 or even years to complete, particularly if Sprint has not brought the issue to the
5 OBF for discussion and industry acceptance beforehand. In the meantime, AT&T
6 would not be able to differentiate between a wireless origination and a wireline
7 origination if that traffic arrived on a single trunk group.

8 **Q. WHAT DO YOU RECOMMEND TO THE AUTHORITY REGARDING**
9 **THIS ISSUE?**

10
11 A. The separate Sprint entities should continue to deliver their wireline traffic and
12 their wireless traffic to AT&T on separate trunk groups, as they have been doing
13 for years. Accordingly, the Authority should reject in its entirety Sprint's
14 proposed language in Attachment 3, Section 2.5.4(b). If the language were
15 included in the ICAs, AT&T would be unable to properly bill Sprint for the traffic
16 its customers originate. The Authority should not support language that will lead
17 to billing inaccuracies and, therefore, billing disputes.

18 **DPL ISSUE IV.F.1**

19 **Should the Parties' invoices for traffic usage include the Billed Party's state**
20 **specific Operating Company Number (OCN)?**

21
22 Contract Reference: Attachment 7, Section 1.6.3

23 **Q. WHAT IS AT ISSUE IN IV.F.1?**

24 A. The parties have agreed on the language in Attachment 7, Section 1.6.3 with the
25 exception that AT&T has proposed that the parties' Operating Company Number

1 (“OCN”) be included on the billed party’s invoice. Sprint opposes this AT&T-
2 proposed language.

3 **Q. WHY DOES AT&T PROPOSE TO INCLUDE THE OCN ON THE**
4 **BILLED PARTY’S INVOICE?**

5
6 A. One of the unique identifiers of a carrier is its state-specific OCN. OCNs for a
7 given carrier can differ from state to state⁴ and both AT&T and Sprint’s OCNs in
8 fact do. For example, AT&T Wisconsin’s OCN is 9327⁵ while AT&T
9 Tennessee’s OCN is 5185.⁶ Sprint Communications Company OCN in
10 Wisconsin is 8748 while its OCN in Tennessee is 8742. AT&T, therefore,
11 includes the appropriate specific OCN on its transactions with all carriers,
12 including Sprint. In receiving bills from Sprint, AT&T accounts payable
13 processes for paying Sprint’s (and other carriers’) bills utilizes the state-specific
14 OCN assigned to AT&T in the given state so that the traffic compensation
15 expense is charged to the appropriate AT&T affiliate. If AT&T receives bills
16 from Sprint without AT&T’s specific OCNs associated with each state’s usage,
17 AT&T must resort to a costly and time-consuming manual process to allocate the
18 bills appropriately.

19 **Q. DO THE BILLS SPRINT SUBMITS TO AT&T TODAY CONTAIN THE**
20 **STATE SPECIFIC OCN?**
21

⁴ There are also instances whereby a carrier may have multiple OCNs in a given state.

⁵ The Local Exchange Routing Guide (“LERG”) may still identify OCN 9327 as Wisconsin Bell Inc.

⁶ The LERG may still identify OCN 5185 as BellSouth Telecommunications, Inc.

1 A. The Sprint submitted invoices to AT&T do contain an OCN in the “Billing
2 Account” field, but it is no longer state specific. My understanding is that at one
3 time there was a state-specific indicator on Sprint’s invoices, but that Sprint
4 stopped providing those indicators at some point after November 2009. Thus,
5 Sprint cannot claim that it cannot provide the OCN AT&T requires. Attached as
6 **Exhibit FCC-2** is a series of notification letters that Sprint sent to AT&T that
7 notified AT&T that Sprint’s billing system was changing subsequent to
8 November 2009.⁷ This change has forced AT&T to undertake additional manual
9 steps to reconcile the invoices submitted by Sprint during the accounts payable
10 bill validation process. The restoration of the state-specific indicator would allow
11 AT&T to more readily separate the bill it receives from Sprint by OCN/state,
12 which would make the bill validation and payment process more precise and
13 would help ensure accurate and timely payment to Sprint. I understand that the
14 various AT&T ILECs are separate legal entities, so that separate financial records
15 must be maintained for each entity. Therefore, AT&T’s bill validation and
16 payment process must continue to be done at a state-specific level.

17 **Q. WHAT SPECIFICALLY ARE THE ADDITIONAL MANUAL STEPS**
18 **THAT AT&T MUST PERFORM DURING THE ACCOUNTS PAYABLE**
19 **PROCESS BECAUSE SPRINT DOESN’T INCLUDE AT&T’S OCN ON**
20 **ITS BILLS?**

21
22 A. When the invoices Sprint submitted to AT&T included the state-specific
23 indicator, they were more readily processed via the IntraLATA Access

⁷ Exhibit FCC-2 consists of four Sprint notification letters impacting AT&T’s accounts payable process for multiple states.

1 Information System (“ILAIS”).⁸ ILAIS processes monthly billing from
2 independent telephone companies, including CLECs, to AT&T for switched
3 access usage and reciprocal compensation traffic originating from AT&T and
4 terminating to a CLEC, ILEC or wireless carriers as well as for shared facilities.
5 The system allows for the mechanized receipt of billing data and provides bill
6 editing, tracking and trend analysis. It also includes a reporting tool for end of
7 month accounting activities and an end user query tool, thus providing data on an
8 earned/incurred/processed basis.

9 After November 2009, ILAIS could no longer readily process Sprint’s
10 invoices because the invoices omitted the state-specific indicator. Additionally,
11 with this November 2009 unilateral change, Sprint’s invoice submission to AT&T
12 no longer included summary pages which AT&T’s personnel relied on to validate
13 Sprint’s billing. Sprint resumed providing the summary pages in June, 2010 when
14 the parties set up an email box for Sprint to submit its invoices, but has refused to
15 restore the state specificity AT&T requires.

16 As of today, Sprint submits its invoices to AT&T via email. Because the
17 invoices are at a consolidated level and lack the state specific OCN, AT&T must
18 manually process each invoice. AT&T personnel must access the email box, open
19 the Sprint email, open the email attachment and print certain pages of the invoice.

⁸ To be clear, ILAIS receives Sprint’s invoice information based on manual key entry. However, that manual key entry process was kept to a minimum prior to Sprint’s billing format change of November 2009 that excluded the state specific OCN. Nevertheless, Sprint’s elimination of OCNs from its invoices requires AT&T to perform the additional manual steps I describe.

1 In addition to Sprint sending its invoices to the email box, it also provides a usage
2 summary to the AT&T Operations Manager responsible for validating and paying
3 Sprint's invoice. The Operations Manager must then open the usage summary,
4 filter the data by Billing Account Number ("BAN") and calculate a sub-total by
5 BAN to verify it matches the Sprint invoice. If the sub-total by BAN matches the
6 Sprint invoice, then the data must be filtered by state and totaled by state. Next,
7 the filtered usage summaries are printed and the data are manually entered into
8 ILAIS for validation and payment. If, however, the sub-totals by BAN do not
9 match the actual invoice provided by Sprint, additional work must be done in
10 cooperation with Sprint personnel to reconcile the differences. Prior to November
11 2009, the summary pages were provided on a state specific basis and the required
12 information could be directly entered into ILAIS without having to perform the
13 manual steps mentioned above.

14 **Q. WHAT DO YOU RECOMMEND TO THE AUTHORITY?**

15 A. I recommend that the Authority approve the inclusion of the OCN language that
16 AT&T proposes in Attachment 7, Section 1.6.3 so that AT&T can regain
17 processing functionalities that were lost due to Sprint's unilateral billing system
18 change in November of 2009.

19 **DPL ISSUE IV.F.2**

20 **How much notice should one Party provide to the other Party in advance of a**
21 **billing format change?**

22
23 Contract Reference: Attachment 7, Section 1.19

1 **Q. WHAT IS AT ISSUE IN IV.F.2?**

2 A. The issue is related to the competing language the parties propose for Attachment
3 7, Section 1.19 which concerns the notice period required before a party can
4 institute a change in billing format. Notwithstanding the Issue Description set
5 forth above, the parties' disagreement is not about how much notice the Billing
6 Party must provide before instituting a billing format change; the parties generally
7 agree notice should be provided at least ninety calendar days or three billing
8 cycles before the change goes into effect. Rather, the disagreement concerns
9 other language in Section 1.19.

10 **Q. WHAT LANGUAGE IS THE SUBJECT OF THE PARTIES'**
11 **DISAGREEMENT?**

12
13 A. There are two disputes. First, Sprint proposes to include language that would
14 make the notification time period applicable only to billing format changes that
15 "may impact the Billed Party's ability to validate and pay the Billing Party's
16 invoices." AT&T opposes that language.

17 **Q. WHY DOES AT&T OPPOSE SPRINT'S PROPOSED LANGUAGE?**

18
19 A. Because it would create uncertainty about whether or not a notification is required
20 for a particular billing format change. Sprint's proposed language appears to
21 leave it up to the *Billing* Party – the party responsible for sending the notification⁹
22 – to decide whether a particular billing format change will "impact the *Billed*
23 Party's ability to validate and pay the Billing Party's invoices." But it is the

⁹ As well as the party initiating the billing format change.

1 Billed Party that is in the best position to determine whether and how a billing
2 format change will impact its ability to validate and pay invoices. Indeed, the
3 Billing Party may have no way to determine whether or how a billing format
4 change would impact the Billed Party's operations. The imprecision of Sprint's
5 proposed language could lead to unnecessary disputes that this Authority might
6 have to decide. It would be simpler and more effective to require the Billing
7 Party to require notice whenever a billing format change is going to occur, and
8 leave it to the Billed Party to assess how (if at all) that change will impact its
9 ability to validate and pay its bills.

10 **Q. WHAT LANGUAGE IS THE SUBJECT OF THE PARTIES' SECOND**
11 **DISAGREEMENT ABOUT SECTION 1.19?**

12
13 A. The second dispute concerns what happens if the Billing Party fails to provide the
14 Billed Party a notification of billing format changes within the agreed notice
15 period. The parties agree that if notification of a billing format change is not
16 received within the specified notice period, then the Billing Party will not
17 immediately begin to impose Late Payment Charges on the invoices affected by
18 the billing format change. The parties disagree, however, about the time period
19 during which Late Payment Charges will be halted. Sprint proposes that if "the
20 specified length of notice is not provided regarding a billing format change and
21 such change impacts the Billed Party's ability to validate and timely pay the
22 Billing Party's invoices," the invoices will be held and not subject to Late
23 Payment Charges until "*at least ninety (90) calendar days has passed* from the

1 time of receipt of the changed bill.” (Emphasis added.) AT&T proposes instead
2 that section 1.19 provide that if “notification is not received in the specified time”
3 frame, Late Payment Charges will not be imposed until the “*appropriate amount*
4 *of time has passed* to allow each Party the opportunity to test the new format and
5 make changes deemed necessary.” (Emphasis added.)

6 **Q. WHY IS AT&T’S PROPOSED LANGUAGE PREFERABLE TO SPRINT’S**
7 **PROPOSED LANGUAGE?**
8

9 A. Sprint’s proposed language places an arbitrary limit on the period of time the
10 Billed Party is allotted to prepare for a billing format change. AT&T’s proposed
11 language does not. In some cases, it may take the Billed Party more or less than
12 90 days to make the necessary preparations. The Billed Party is in the best
13 position to determine the amount of time it needs to prepare for, test and
14 implement any new billing format changes rolled out by the Billing Party.
15 Therefore, instead of a set 90 calendar day deadline, before Late Payment Charges
16 can be imposed, AT&T proposes a flexible timetable that allows for unforeseen
17 obstacles the Billed Party may experience in preparing for the billing format
18 change.

19 **Q. WHAT DO YOU RECOMMEND TO THE AUTHORITY?**
20

21 A. The Authority should reject Sprint’s proposed language, because it could result in
22 (a) confusion over whether a billing format change would affect the Billed Party’s
23 ability to validate and pay its invoices, and (b) the misapplication of Late Payment
24 Charges. The Authority should instead adopt AT&T’s proposed language, which

1 accounts for potential roadblocks faced by the Billed Party when the Billing Party
2 changes its format.

3 **DPL ISSUE IV.G.2**

4 **What language should govern recording?**

5 Contract Reference: Attachment 7, Section 6.1.9.4

6 **Q. WHAT IS THE PARTIES' DISAGREEMENT REGARDING DPL ISSUE**
7 **IV.G.2?**

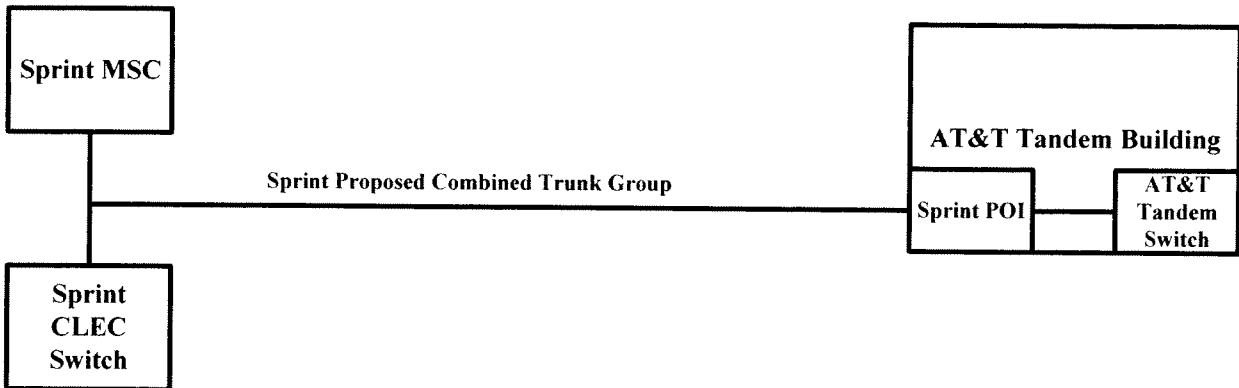
8
9 A. This issue originally related to language found in Attachment 7, Section 6.1.9.4,
10 which concerns the recorded data that Sprint provides to AT&T when Sprint is
11 the recording party. The parties agreed that Sprint would provide AT&T with
12 Access Usage Record ("AUR") detail data, however, the parties had disagreed,
13 about whether Sprint must also provide "Billable Message" detail. I understand
14 that the parties may have come to an agreement regarding this issue and in fact
15 that Sprint has agreed to AT&T's language with one slight modification in which
16 Sprint proposes to change a paragraph reference. AT&T has no objection to
17 Sprint's proposed section reference change and, therefore, believes that the issue
18 has been resolved.

19 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

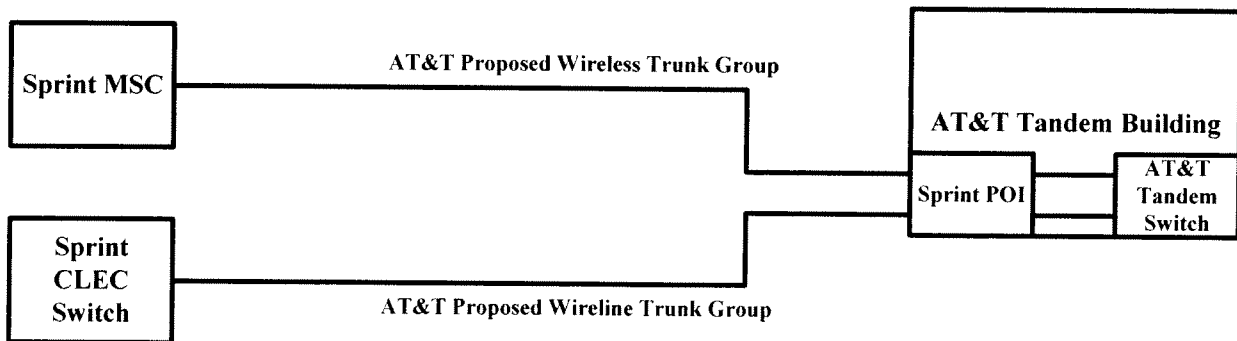
20 A. Yes.

21

Sprint proposed Attachment 3, Section 2.5.4(b) language would result in a network configuration similar to that depicted below. In this configuration, AT&T is unable to differentiate between traffic originating in the Sprint wireless network and the Sprint CLEC network. AT&T is, therefore, unable to properly bill Sprint based on the traffic type Sprint delivers to AT&T.

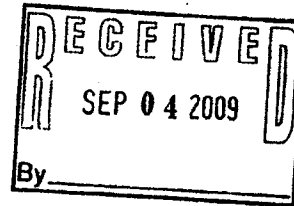


AT&T's proposed language would require separate trunk groups. One trunk group for wireless originated traffic and one trunk group for CLEC originated traffic. In this type of network configuration, AT&T is able to bill Sprint appropriately based on the the originating traffic type (wireless v wireline).





Sprint Nextel
KSOPHE0210-2B470
6360 Sprint Parkway
Overland Park, KS 66251



BELLSOUTH TELECOM
Recip Compensation Group
722 N Broadway, Floor 10
Milwaukee, WI 53203

Sprint Communications Company L.P. Billing Account Number (BAN) Consolidation Notice

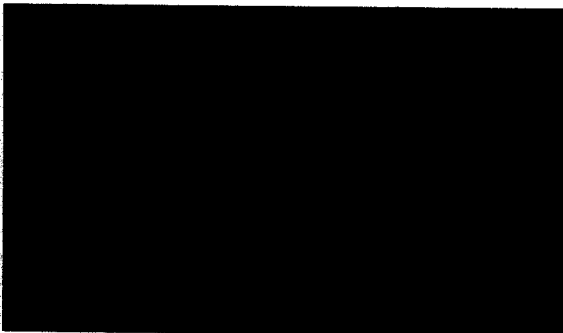
Date: September 1, 2009

To simplify and enhance interactions between our companies, Sprint Communications Company L.P. is implementing a BAN consolidation effort effective with your November 2009 invoice. The intent of this letter is to provide notification of the changes and impacts to your October and November CABS invoices. Sprint's intent is to provide you with one invoice for all regions nationwide.

YOUR NEW CONSOLIDATED BAN NUMBER IS:



⁰⁰⁵
The accounts that are consolidated to this new BAN are as follows:



You will receive your invoice for your consolidated BAN via CD-Rom which may or may not be a change to your current methodology. If you receive a mechanized invoice, state level summaries are included.

Your consolidated BAN invoice will be delivered to the same address of this notification. If you need to update this please provide written request to AtlantaSprintLP@sprint.com.

The consolidated BAN cycle date will be the 12th of each month.

You will receive multiple invoices the month of November 2009.

- Invoices for your previous BANs will reflect payment and adjustment activity up through the cutoff of your new consolidated BAN cycle. In addition, these invoices will reflect a transfer of any outstanding balance to your consolidated BAN listed above, thus leaving a zero balance.



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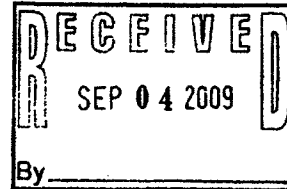
- The consolidated BAN November invoice will reflect the transfer of outstanding balances by "old BAN," invoice number and amount due. When making payments on any outstanding balances after receiving your new consolidated November invoice, please refer those payments to the November invoice number. This will ensure timely posting of these payments towards your account. Your November consolidated BAN invoice will include usage from October through cycle cutoff for the November cycle.

Sprint values your business and we appreciate your understanding during this conversion. If we can be of assistance during the conversion process, please feel free to call 866-254-6141.

Thank you,
Sprint Nextel
Wholesale Operations Support



Sprint Nextel
KSOPHE0210-2B470
6360 Sprint Parkway
Overland Park, KS 66251



Bellsouth Telecom
722 N Broadway
Floor 10
Milwaukee, WI 53203

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The factors we have in our system for Percentage Interstate Usage (PIU) are listed below. If a state is not listed, records that have no jurisdiction will be rated with a PIU of 50%. If you need to update these, please provide a written update to AtlantaSprintLP@sprint.com.



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Sprint Nextel
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6360 Sprint Parkway
Overland Park, KS 66251

Pacific Bell
722 N Broadway
12th Floor
Milwaukee, WI 53202

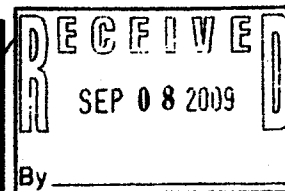
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[REDACTED]

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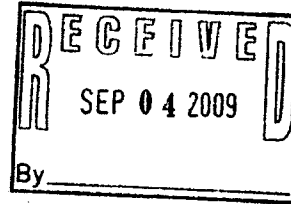
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Thank you,
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6360 Sprint Parkway
Overland Park, KS 66251



SBCB
722 N BROADWAY, FLOOR 10
MC - K03B19
MILWAUKEE, WI 53202-0000

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[REDACTED]

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