

IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE

IN RE:)
)
AT&T Tennessee Complaint Against) DOCKET NO. 19-00099
Cellular South, Inc. d/b/a C Spire)

RESPONSES OF C SPIRE TO AT&T'S DISCOVERY

Cellular South, Inc., d/b/a C Spire ("C Spire") submits the following responses to the discovery requests of BellSouth Telecommunications, LLC d/b/a AT&T Tennessee ("AT&T").

1. Does C Spire acknowledge that for each quarter from the inception of the agreement until the first quarter of 2016, AT&T provided C Spire with a quarterly shared facility factor that enabled C Spire to bill AT&T for AT&T's share of two-way interconnection trunk groups?

Answer: No. C Spire did not receive a quarterly shared facility factor from AT&T for the period from the first quarter of 2013 to the third quarter of 2017. See Exhibit 1.

2. With regard to AT&T's provision of shared facility factors from the inception of the interconnection agreement until the second quarter of 2016, please identify all instances where C Spire requested an audit of a shared facility factor or otherwise questioned the accuracy of a shared facility factor.

Answer: C Spire asked for and has never received the underlying traffic data supporting the shared facility factor submitted by AT&T to C Spire on October 19, 2017 for the period from August 1, 2016 to July 31, 2017 (on a monthly and not quarterly basis as provided for in the interconnection agreement), and January 17, 2019 for the fourth quarter of 2018. This is contrary to historical practice and the terms of Sections VI.B.3 and VI.B.4.b of the interconnection agreement.

3. AT&T did not provide quarterly shared facility factors to C Spire from the second quarter of 2016 until the third quarter of 2017. Under the interconnection

agreement, at paragraph VI.A.3, C Spire is entitled to make a written request to AT&T on a quarterly basis, for an updated shared facility factor. Please indicate whether C Spire made such a request for any or all of the quarters in question.

Answer: C Spire does not believe AT&T's statement in the first sentence is correct as noted in our response to item 1. AT&T's interpretation of paragraph VI. A. 3 is also incorrect. That paragraph allows C Spire to request traffic information for the purpose of billing BellSouth for the termination of Local Traffic that was originated by BellSouth. See paragraph VI. A. 1. Paragraph VI. A. 3. does not address billing for the costs of two-way interconnection facilities.

4. On September 18, 2017, AT&T provided C Spire with a shared facility factor for the second quarter of 2017, and on October 19, 2017, AT&T provided C Spire with shared facility factors for each remaining quarter from the second quarter of 2016 to the third quarter of 2017. Is it C Spire's contention that the factors AT&T presented misrepresent the actual local traffic volumes provided by each of the parties over two-way shared facilities during the periods in question, or are otherwise inaccurate in some way?

Answer: C Spire cannot confirm that it received anything from AT&T on September 18, 2017. C Spire confirms it received a letter from AT&T on October 19, 2017 disputing charges for the parties shared interconnection facilities going back to September 2016. See Exhibit 4. In that letter AT&T provided shared facility factors for the first time for the period from August 1, 2016 to July 31, 2017 (on a monthly rather than a quarterly basis). While C Spire does not believe AT&T's dispute is valid for the reasons set forth in its Answer and Counterclaim, C Spire notes that it has requested from AT&T the underlying traffic data used to calculate the shared facility factors C Spire has been provided for the foregoing time period. AT&T has refused to produce such underlying traffic data so that C Spire could verify the shared facility factors. This is contrary to historical practice and the terms of Sections VI.B.3 and VI.B.4.b of the interconnection agreement. Furthermore, as previously noted, paragraph VI. A. 3. addresses billing for the

termination of local calls, not billing for the costs of two-way interconnection facilities which is addressed in VI. A. 4.

5. Beginning with the third quarter of 2017 to the present, AT&T has provided C Spire with timely shared facility factors. With regard to the factors provided during that period, please identify all instances which C Spire has requested an audit of a shared facility factor or otherwise question of the timeliness or accuracy of a factor.

Answer: C Spire makes no comment as to AT&T's assertion in the first sentence. C Spire has requested from AT&T the underlying traffic data used to calculate the shared facility factors C Spire has been provided. See correspondence attached hereto as Exhibit 5. AT&T has refused to produce such underlying traffic data so that C Spire could verify the shared facility factors. This is contrary to historical practice and the terms of Sections VI.B.3 and VI.B.4.b of the interconnection agreement.

6. Is it C Spire's contention that under the interconnection agreement that either AT&T, C Spire, or both are barred from ever correcting or updating a shared facility factor?

Answer: No. However, there is a specified time period in the interconnection agreement during which any billing dispute can be made and, if timely made, a specified time period during which the updated shared facility factor may be applied as set forth in C Spire's Answer to AT&T's Petition in this Docket. AT&T acknowledged there is a specified time period in the interconnection agreement yet it now seeks to dispute bills going back as far as the statute of limitations. See Exhibit 6.

7. Does C Spire agree that section V.B. of the interconnection agreement provides the methodology for calculating the shared facility factor for two-way trunking arrangements?

Answer: No. The methodology for calculating the percent of BellSouth originated traffic used to calculate BellSouth's share of the trunking arrangement is provided in sections VI. A. 4. (a) and (b).

8. Does C Spire agree that sections VI.A.3, VI.A.4(a), and VI.A.4(b) of the interconnection agreement provide the methodology for the billing of the shared facility factor for two-way trunking arrangements?

Answer: No. Section VI. A. 3 does not address the billing of interconnection facilities. The other sections provide the methodology for that process.

9. Please explain in detail how the PLU factor is used in the calculation of the shared facility factor, including citations to the interconnection agreement. Please also identify all instances from the inception of the interconnection agreement until now where C Spire has requested from AT&T an audit of a "Percent Local Usage" factor.

Answer: In response to the first question C Spire responds that the interconnection agreement speaks for itself. In response to the second question, C Spire is not aware of requesting an audit of the PLU. One reason for that was that an audit was unnecessary due to the fact that AT&T did not provide updated shared facility factors to C Spire between 2013 and October 19, 2017. As to the updated shared facility factors provided to C Spire by AT&T on October 19, 2017, C Spire has requested from AT&T the underlying traffic data used to calculate the shared facility factors C Spire has been provided. AT&T has refused to produce such underlying traffic data so that C Spire could verify the shared facility factors. This is contrary to historical practice and the terms of Sections VI.B.3 and VI.B.4.b of the interconnection agreement.

10. C Spire's January 3, 2020, Answer and Counterclaim asserts at page 2 that the interconnection agreement, at Section VI.B.5, states that "previously unbilled charges more than one (1) year old shall not be billed by either party." Does C Spire acknowledge that for the period in dispute it billed AT&T for shared use facility factors that had previously been provided (but not yet updated) by AT&T, and that AT&T paid those bills?

Answer: AT&T seems to be missing the point. C Spire contends that AT&T is foreclosed from billing C Spire for previously unbilled charges for shared facilities more than one (1) year old under Section VI.B.5 of the interconnection agreement. C Spire

further contends that it billed AT&T correctly in accordance with the terms of the interconnection agreement.

11. Please indicate which section(s) of the interconnection agreement C Spire asserts preclude correction or re-calculation of prior bills.

Answer: Please see C Spire's Answer and Counterclaim.

12. In the ordinary course of business, how long does C Spire maintain call detail records which include the date and time of the call, the originating location, the terminating location, the duration of the call, and the type of call?

Answer: C Spire fails to see the relevance of this question given that AT&T is equipped to calculate the actual traffic exchanged between the parties. Nevertheless, C Spire generally maintains call records for eighteen (18) months as required by Federal Communications Commission regulations.

13. Please identify and describe any and all documents, not otherwise provided in your responses to the preceding requests, which you contend support any of your claims or defenses in this matter.

Answer: None at this time.

14. Please identify and describe all documents which you intend to use as exhibits during the hearing in this matter.

Answer: C Spire reserves the right to utilize any and all documents referred to herein, in C Spire's answer and counterclaim, and such other documents relevant to this dispute.

15. Please identify by name, address, telephone number and title, if applicable, each witness you will or may call to testify at the hearing and substance of his or her anticipated testimony.

Answer: Brian Jones, Senior Vice President, Finance, 1018 Highland Colony Parkway, Suite 330, Ridgeland, MS 39157, (601) 974-7231.

Lee Puckett, Manager, Network Finance, 1018 Highland Colony Parkway, Suite 330, Ridgeland, MS 39157, (601) 974-7746.

One or both may testify as to facts relevant to this dispute.

16. Please identify any experts whom you expect may testify at the hearing.

Answer: C Spire will identify any experts it expects to call at such time as a determination to call an expert is made by C Spire.

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP

By: 

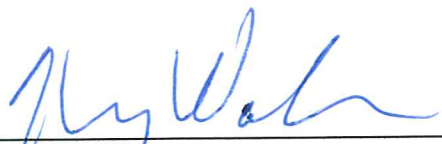
Henry Walker (B.P.R. No. 000272)
Bradley Arant Boult Cummings, LLP
1600 Division Street, Suite 700
Nashville, TN 37203
615-252-2363
hwalker@babbc.com

Attorney for Cellular South, Inc. d/b/a C Spire

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of March, 2020, a copy of the foregoing document was served on the parties of record, via electronic email transmission and regular U.S. Mail, postage prepaid, addressed as follows:

Jeremey R. Goolsby
Frost Brown Todd
150 3rd Avenue South, Suite 1900
Nashville, TN 37201
jgoolsby@fbtlaw.com



HENRY WALKER

Exhibit 1

Ken Rogers

From: Lee Puckett <lpuckett@cspire.com>
Sent: Monday, February 19, 2018 5:27 PM
To: Ken Rogers
Subject: FW: 4th Quarter Facility Percentages for Cellular South and Corr Wireless

Here is the last email that I have found so far from GW Hodges where I was pinging him again for 4Q %s.

-----Original Message-----

From: HODGES, G. W. [mailto:gh1791@att.com]
Sent: Wednesday, November 21, 2012 2:28 PM
To: Lee Puckett <lpuckett@cspire.com>
Subject: RE: 4th Quarter Facility Percentages for Cellular South and Corr Wireless

Thx - you as well Lee.

-----Original Message-----

From: Lee Puckett [mailto:lpuckett@cspire.com]
Sent: Wednesday, November 21, 2012 2:26 PM
To: HODGES, G. W.
Cc: Ross Taylor
Subject: RE: 4th Quarter Facility Percentages for Cellular South and Corr Wireless

Thanks GW.

Have a great Thanksgiving!

Lee

-----Original Message-----

From: HODGES, G. W. [mailto:gh1791@att.com]
Sent: Wednesday, November 21, 2012 2:25 PM
To: Lee Puckett
Cc: HODGES, G. W.
Subject: RE: 4th Quarter Facility Percentages for Cellular South and Corr Wireless

Will try to get them by Friday or Monday at the latest Lee.

GW

-----Original Message-----

From: Lee Puckett [mailto:lpuckett@cspire.com]
Sent: Tuesday, November 20, 2012 9:15 AM
To: HODGES, G. W.
Subject: 4th Quarter Facility Percentages for Cellular South and Corr Wireless

GW,

Can you send me the 4th quarter Facility percentages for Cellular South and Corr Wireless?

Thanks,

Lee Puckett | Financial Analyst - Technical | C Spire Wireless
1018 Highland Colony Parkway | Suite 330 | Ridgeland, MS 39157
601.974.7746 office | 769.798.7746 wireless | 601.974.7107 fax cspire.com

-----Original Message-----

From: HODGES, G. W. [<mailto:gh1791@att.com>]
Sent: Wednesday, August 22, 2012 9:05 AM
To: Lee Puckett
Cc: HODGES, G. W.
Subject: RE: 3rd Quarter Facility and Recip Percentages

Lee,

3Q 2012 data is attached in the Excel sheet below. We'll get the letters out most likely next week.

GW
(414)273-8642

-----Original Message-----

From: Lee Puckett [<mailto:lpuckett@cspire.com>]
Sent: Tuesday, August 21, 2012 3:32 PM
To: HODGES, G. W.
Subject: RE: 3rd Quarter Facility and Recip Percentages

GW,

Here are the last emails I received. I usually get these by mail also but I never did receive them. Not sure if they got lost or not.

Thanks,
Lee

-----Original Message-----

From: HODGES, G. W. [<mailto:gh1791@att.com>]
Sent: Tuesday, August 21, 2012 3:26 PM
To: Lee Puckett
Subject: RE: 3rd Quarter Facility and Recip Percentages

Lee,

What format did you receive the percentages in last quarter? Can you forward me that e-mail?

Thanks.

GW

-----Original Message-----

From: Lee Puckett [<mailto:lpuckett@cspire.com>]
Sent: Monday, August 20, 2012 1:23 PM
To: BEVIS, MONICA K; HODGES, G. W.
Subject: RE: 3rd Quarter Facility and Recip Percentages

GW,

Any luck on finding these percentages for C Spire and Corr Wireless?

Thanks,

Lee Puckett | Financial Analyst - Technical | C Spire Wireless
1018 Highland Colony Parkway | Suite 330 | Ridgeland, MS 39157
601.974.7746 office | 769.798.7746 wireless | 601.974.7107 fax cspire.com

-----Original Message-----

From: BEVIS, MONICA K [<mailto:mb4280@att.com>]
Sent: Thursday, August 16, 2012 11:17 AM
To: HODGES, G. W.
Cc: Lee Puckett
Subject: FW: 3rd Quarter Facility and Recip Percentages

GW,

Sorry, but I do not know who took over this responsibility. Can you check on this for Lee? He would need the percentages for both Corr Wireless and Cellular South.

Thanks,
Monica

-----Original Message-----

From: Lee Puckett [<mailto:lpuckett@cspire.com>]
Sent: Thursday, August 16, 2012 9:29 AM
To: BEVIS, MONICA K
Subject: 3rd Quarter Facility and Recip Percentages

Monica,

Who can I contact about the 3rd quarter percentages for recip comp? I don't believe I have received them.

Thanks,

Lee



Exhibit 7

Debbie Weber
Sr. Financial Analyst

AT&T
4th Floor
740 N. Broadway
Milwaukee, WI 5322

T 414-283-0987
dw9461@att.com

October 19, 2017

Dear Mr. Puckett,

This letter is in reference to the percentages that Cellular South has been billing AT&T for Reciprocal Compensation on shared facilities. AT&T is disputing \$278,824.49 for invoices with the bill dates from September 2016 through July 2017.

State	Total Credit due AT&T
AL	10,400.37
FL	477.81
MS	129,886.03
TN	138,060.29
Total	278,824.49

The attached spreadsheet that breaks the disputed amounts down by state, bill periods and the correct percentages.

Please remit a check to AT&T to the address listed above. If you have any additional questions please contact me directly.

Sincerely,

Debbie Weber

Debbie Weber

AT&T

Exhibit 5

Ken Rogers

From: Brian Jones <bjones@cspire.com>
Sent: Friday, February 15, 2019 10:58 AM
To: SCHERZER, JULIE A; Interconnect; WEBER, DEBORAH J
Cc: HARROD-DAVIS, TIM
Subject: RE: 4Q 2018 Percentages
Attachments: BellSouth ICA - September 2003.pdf

Julie,

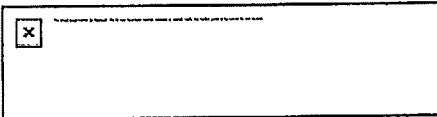
Per the attached interconnect agreement the percentages below have to be auditable factors. Please accept this email as an official request for all the backup to the percentages below.

I assume since you have already provided the percentages then a quick turn of the details shouldn't be a problem. Please let me know when to expect this information.

Brian

Brian Jones
SVP Finance

1018 Highland Colony Parkway | Ridgeland, MS 39157
o. 601.974.7231 | c. 601.573.7231 cspire.com



From: SCHERZER, JULIE A <js5742@att.com>
Sent: Thursday, January 17, 2019 12:15 PM
To: Interconnect <Interconnect@cspire.com>; WEBER, DEBORAH J <dw9461@att.com>
Cc: SCHERZER, JULIE A <js5742@att.com>
Subject: 4Q 2018 Percentages

All,

Below are the 4Q 2018 percentages:

QTR	STATE	CMRS	PLF
4Q	AL	CELLULAR SOUTH	11.23%
4Q	FL	CELLULAR SOUTH	1.72%
4Q	MS	CELLULAR SOUTH	12.05%
4Q	TN	CELLULAR SOUTH	9.78%

Julie Scherzer

Lead Billing Ops Manager

Access Billing Management/FBO

722 N. Broadway, #04M248, Milwaukee, WI 53202

o. 414.270.3998 js5742@att.com

Keep your eyes on the road, not on your phone.

Take the pledge...[It Can Wait.](#)



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Exhibit 5



March 12, 2018

Debbie Weber
Sr. Financial Analyst
AT&T
4th Floor
740 N. Broadway
Milwaukee, WI 53222
Dw9461@att.com

Via Email and U.S. Mail

Re: Letter of October 19, 2017

Dear Ms. Weber,

I am in receipt of your letter dated October 19, 2017 where AT&T appears to be disputing the charges for certain interconnection facilities shared by the parties going back to September 2016. AT&T's dispute appears to be based on new traffic information calculated by AT&T retroactively for the period from 8/1/2016 to 8/1/2017. The figures are dramatically different from the latest traffic information submitted by AT&T to Cellular South, and you have submitted no supporting information to enable Cellular South to verify those figures.

Nevertheless, the Interconnection Agreement between the parties does not permit AT&T to provide new traffic figures in October of 2017 and apply those figures to traffic exchanged between the parties back to 8/1/2016.¹ Furthermore, Section VI.A.3 of the Interconnection Agreement requires AT&T to update the percent of total terminating traffic to Cellular South that was originated by [AT&T] on a quarterly basis.² AT&T failed to do this for a period of years

¹ The Interconnection Agreement further provides if AT&T does not provide updated actual traffic measurements, then the default billing percentages set forth in the Interconnection Agreement shall apply. See Interconnection Agreement, Section VII.D.

² "Such percent will be used to bill [AT&T] for the [AT&T] Local Traffic for the following quarter." Interconnection Agreement, Section VI.A.3.

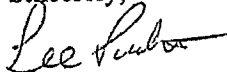
despite Cellular South's repeated requests for updated quarterly traffic information as provided under the terms of the Interconnection Agreement. Had AT&T performed its obligations under the Interconnection Agreement then the parties would have had more timely traffic information. However, as noted previously, AT&T cannot recalculate the traffic figures to be applied to 8/1/2016 through 8/1/2017. When AT&T fails to provide the actual traffic figures on a quarterly basis in breach of the Interconnection Agreement, then per the Interconnection Agreement the billing is based on the most currently available traffic figures or the default traffic figures.³ Since Cellular South billed AT&T correctly under the terms of the Interconnection Agreement, AT&T's dispute is not valid and is rejected.

Since the alleged dispute is without merit Cellular South hereby demands that AT&T immediately pay all monies owed by AT&T to Cellular South. If such funds are not remitted by March 31, 2018, then late payment charges shall accrue beginning on April 1, 2018, as provided in Section VI.B.4 and 5 of the Interconnection Agreement.

Cellular South again requests that AT&T provide updated quarterly figures for the actual traffic exchanged between the parties during the last fiscal quarter of 2017.

Thank you for your assistance with this matter. Please feel free to contact me at (601) 974-7746 if you have questions or would like to discuss further.

Sincerely,



Lee Puckett

cc: Ken Rogers

³ Specifically, Cellular South is required to "utilize the prior months undisputed Local Traffic usage billed by [AT&T] and Carrier to develop the percent of [AT&T] originated traffic." Interconnection Agreement, Section VI.A.4.a.



AT&T

Exhibit 6

Debbie Weber
Sr. Financial Analysis

740 N Broadway
4th Floor
Milwaukee, WI 53202

T 414 283-0987
Dw9461@att.com

April 5, 2018

Lee Puckett
Cellular South dba C Splre
1018 Highland Colony Parkway
Suite 330
Ridgeland, MS 39157

Dear Mr. Puckett,

Re: Letter dated March 12, 2018

This letter is in response to the letter I received dated March 12, 2018.

Referencing quarterly factors per section 4.A.3, it is the carrier's responsibility, to notify in writing, which it requires the total terminating traffic to carrier originated by Bell South be provided. We are not in receipt of this notification. You stated in your letter that you have contacted AT&T several times to get the quarterly percentages. Could you supply me that information so I can investigate. Please provide list of AT&T contacts you sent requests to.

AT&T did not open a dispute based on new traffic information for the time frame of 8/1/16-8/1/17. The dispute is based on actual traffic originated by Bell South terminating to Cellular South for each of those months. Quarterly factors were calculated using these MOUs.

As stated above, AT&T did not calculate new shared facility factors in October 2017. The factors that were used in the dispute are the factors that should have been used all along.

According to section VI.B.5 I have the right to go back for one year from the time the charges were incurred.

AT&T feels this is a legitimate dispute and would like to resolve this issue in a timely manner.

Cellular South has been receiving the quarterly shared facility factors since September 2017 and continues to receive them.

Thanks,

Debbie Weber



AT&T

AT&T
Debbie Weber
740 N Broadway 4th Flr.
Milwaukee, WI 53202

April 9, 2019

Lee Puckett
Cellular South dba C Spire
1018 Highland Colony Parkway
Suite 330
Ridgeland, MS 39157

Dear Mr. Puckett,

Re: Letter dated April 1, 2019

I am responding to your recent letter dated 04/01/19 regarding the dispute AT&T has w/ Cellular South over shared facility factors.

The dispute letter that was sent to Cellular South dba CSpire on October 19, 2017 for \$278,824.49 covering the time frame of 8/1/16-8/1/17 was not based on new traffic information due to CSpire not billing the correct percentages. The dispute is based on actual traffic originated by Bell South terminating to Cellular South for each of those months.

In your letter dated 04/01/19, you requested details on the usage used to calculate the factors. In fact, CSpire already has this information. The Quarterly factors are calculated using AT&T's originating minutes divided by the total minutes on the trunk groups. The monthly invoices you receive from AT&T have the originating minutes of use that is used to calculate the quarterly percentages. The quarterly percentages provide the total traffic that is recorded across the trunk groups. Additionally, Julie Scherzer provided you with the AT&T originating MOUs and appropriate factors to be used on the bills to AT&T on 02/19/19. Please advise what additional information C-Spire requires.

Upon review of the Interconnection Agreement, it appears the ICA is silent on back-billing terms. Therefore, AT&T has recalculated the dispute amount based on the statute of limitations in each state where each of disputes were filed against increasing the dispute by an additional \$143,700.44.

I would be your point of contact to engage in settling this dispute. Please let me know your availability to discuss this matter.

Thanks,

Debbie Weber
414 283-0987
dw9461@att.com



AT&T

Debbie Weber
Sr. Financial Analysts

740 N Broadway
4th Floor
Milwaukee, WI 53202

T 414 283-0987
Dw9461@att.com

April 5, 2018

Lee Puckett
Cellular South dba C Spire
1018 Highland Colony Parkway
Suite 330
Ridgeland, MS 39157

Dear Mr. Puckett,

Re: Letter dated March 12, 2018

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Referencing quarterly factors per section 4.A.3, it is the carrier's responsibility, to notify in writing, which it requires the total terminating traffic to carrier originated by Bell South be provided. We are not in receipt of this notification. You stated in your letter that you have contacted AT&T several times to get the quarterly percentages. Could you supply me that information so I can investigate. Please provide list of AT&T contacts you sent requests to.

AT&T did not open a dispute based on new traffic information for the time frame of 8/1/16-8/1/17. The dispute is based on actual traffic originated by Bell South terminating to Cellular South for each of those months. Quarterly factors were calculated using these MOUs.

As stated above, AT&T did not calculate new shared facility factors in October 2017. The factors that were used in the dispute are the factors that should have been used all along.

According to section VI.B.5 I have the right to go back for one year from the time the charges were incurred.

AT&T feels this is a legitimate dispute and would like to resolve this issue in a timely manner.

Cellular South has been receiving the quarterly shared facility factors since September 2017 and continues to receive them.

Thanks,

Debbie Weber