

STATE OF TEXAS )  
 ) SS.  
COUNTY OF TRAVIS )

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

CenturyTel of Missouri, LLC, et al	)	
	)	
Complainants,	)	Case No. IC-2008-0068
	)	
vs.	)	
	)	
Socket Telecom, LLC	)	
	)	
Respondent.	)	

**AFFIDAVIT OF WILLIAM L. MAGNESS**  
**IN SUPPORT OF SOCKET TELECOM'S RESPONSE TO CENTURYTEL'S MOTION**  
**FOR SUMMARY DETERMINATION AND SOCKET TELECOM'S CROSS MOTION**  
**FOR SUMMARY DETERMINATION**

I, William L. (Bill) Magness, being of lawful age and duly sworn upon my oath, do hereby depose and state that I have personal knowledge of the following facts:

1. My name is William L. (Bill) Magness. I am a partner in the law firm of Casey, Gentz & Magness, L.L.P., 98 San Jacinto Boulevard, Suite 1400, Austin, TX 78701. A copy of my curriculum vitae is attached hereto.

2. I was involved in the negotiation and arbitration of the Interconnection Agreements between Socket Telecom, LLC (“Socket”) and CenturyTel of Missouri, LLC and Spectra Communications Group, LLC (referred to collectively as “CenturyTel”) that were at issue in Missouri PSC Case No. TO-2006-0299. The Interconnection Agreements are referred to herein collectively as the “ICA”. My involvement in the negotiation and arbitration of the ICA began in December 2005, and continued through the final approval of the ICA by the Missouri Public Service Commission (“Commission” or “PSC”) in October 2006.

**I. THE PLAIN LANGUAGE OF THE ICA AUTHORIZES SOCKET AND CENTURYTEL TO CHARGE RECIPROCAL COMPENSATION FOR THE TRANSPORT AND TERMINATION OF ONE ANOTHER'S LOCAL TRAFFIC.**

3. The ICA approved by the Commission in Case No. TO-2006-0299 incorporates provisions that implement Section 251(b)(5) of the federal Telecommunications Act of 1996 (the “Act”). Section 251(b)(5) provides that every local exchange company (“LEC”) has “[t]he duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.”

4. The Act further details the requirements for reciprocal compensation in Section 252(d)(2)(A), where Congress instructs State commissions that the “terms and conditions for reciprocal compensation” shall not be considered “just and reasonable” unless:

[S]uch terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier’s network facilities of calls that originate on the network facilities of the other carrier.

Under the federal Act, when one telecommunications provider transports and terminates a call initiated by the customer of another provider, the provider incurring the transport and termination costs is entitled to receive compensation for those costs from the provider whose customer initiated the call.

5. The Act also makes clear that the requirement that carriers are entitled to receive compensation for transport and termination costs does not bar arrangements in which carriers waive mutual recovery of transport and termination costs. Section 252(d)(2)(B) provides that the provision of Section 252(d)(2)(A) quoted above:

shall not be construed ... to preclude arrangements that afford the mutual recovery of costs through the offsetting of reciprocal obligations, including arrangements that waive mutual recovery (such as bill-and-keep arrangements).

The Act authorizes State commissions to approve “bill-and-keep” arrangements in interconnection agreements, but at the same time makes clear that absent such contractual arrangements, carriers remain entitled to charge one another for the costs associated with transporting and terminating one another’s traffic.

6. The ICA includes various provisions governing reciprocal compensation between Socket and CenturyTel. The reciprocal compensation provisions represent a mix of terms that were negotiated by the parties and terms that were determined by the Commission in its arbitration order in Case No. TO-2006-0299.

7. Specifically, the Interconnection Agreement provides:

- (a) MCA Traffic will be exchanged on a bill-and-keep basis consistent with prior Commission decisions (Article V, Sec. 9.2, 9.2.1, 9.2.2);
- (b) VNXX Traffic will be exchanged on a bill-and-keep basis (Article V, Sec. 9.2.3);
- (c) Other Local Traffic shall be subject to the termination rates set forth in Article VII.A (Article V, Section 9.7, 9.7.1, 9.7.2);
- (d) Other traffic may not be aggregated with bill-and-keep traffic (Article V, Sec. 9.8).
- (e) On request parties will supply Percentage Local Usage for amount of Local Interconnection Traffic minutes to be billed, but if adequate message recording technology is available then the terminating party may use such information to determine Local Interconnection Traffic usage compensation to be paid. (Article III, Sec. 10.2).
- (f) Annual audits can be conducted regarding billing for Local Traffic. (Article III, sec. 10.4).

8. Consistent with the provisions of the Act cited above, the ICA identifies compensation rates for termination of certain types of traffic, and specifically delineates where a bill-and-keep arrangement applies instead. For example, the ICA provides that “MCA Traffic” and “VNXX Traffic” are subject to bill-and-keep. But the bill-and-keep provisions do not apply

to “Local Traffic”, including local “ISP Traffic” (*i.e.*, traffic originating and terminating in the same local calling area that is bound for an Internet Service Provider) unless the traffic is MCA Traffic or VNXX Traffic.

9. The ICA defines “Transport” and “Termination” as applying to “Local Traffic.” *See* Article V, Sections 9.7, 9.7.1, and 9.7.2. “Transport” and “Termination” are the specific terms used in the Act’s provisions that require reciprocal compensation. The Act provides all carriers the statutory right to demand compensation for completing calls initiated by another carrier. The compensation rates for traffic termination are included in Article VIIA of the ICA, and the Article V reciprocal compensation provisions point directly to those rates. *See* ICA, Article V, Section 9.7.2. In contrast, the provisions regarding MCA and VNXX traffic specifically identify those types of traffic as being subject to bill-and-keep rather than a reciprocal compensation arrangement. *See* Article V, Sections 9.2, 9.2.1, 9.2.3.

10. CenturyTel’s actions and statements demonstrate that, when the ICA was executed, CenturyTel understood that Local Traffic was not subject to bill-and-keep, but rather to a reciprocal compensation arrangement. Socket began billing CenturyTel for reciprocal compensation after the ICA went into effect in October 2006. CenturyTel paid the first two reciprocal compensation invoices sent by Socket, covering the three-month period from October 2006 to December 2006 (Invoice No. 129, dated December 7, 2006, and Invoice No. 131, dated January 11, 2007). There would be no reason for CenturyTel to pay the invoices if the ICA did not call for reciprocal compensation for Local Traffic.

11. In addition, CenturyTel’s attorney told the Commission that, under the ICA, a local call between Socket and CenturyTel is subject to a reciprocal compensation rather than a bill-and-keep arrangement. In the hearing before the Commission in Case No. TC-2007-0341,

which involves the interpretation of other provisions of the ICA, counsel for CenturyTel (Mr. Stewart) and Socket (Mr. Lumley) discussed with Commissioner Clayton the reciprocal compensation treatment of various types of traffic. Commissioner Clayton asked how a purely local (as in, non-VNXX) call would be treated under the ICA, and CenturyTel's counsel, Mr. Stewart, responded as follows:

- Q. COMMISSIONER CLAYTON: So physically the call -- if the Socket customer stays within the exchange, does the call have to go to the point of interconnection? So it goes to Branson and then back?
- A. MR. STEWART: It goes to Branson and back.
- A. MR. LUMLEY: CenturyTel calls a Socket customer or vice-versa, right, that's where the traffic is exchanged today.
- Q. COMMISSIONER CLAYTON: And that's recip comp. It's not bill and keep.
- A. MR. LUMLEY: In that circumstance.
- A. MR. STEWART: Yeah, I'd agree with that.

*See*, Case No. TC-2007-0341, Hearing Transcript at 45-46 (July 11, 2007)(copy attached).

12. As CenturyTel has recognized previously, the ICA provides that Local Traffic is subject to reciprocal compensation. Both Socket and CenturyTel have a statutory right to charge one another compensation for terminating one another's calls. When that traffic is of a type not governed by the ICA (*e.g.*, access traffic or wireless traffic), the ICA itself makes clear that its terms do not affect compensation for those types of traffic.<sup>1</sup> For those types of traffic subject to the ICA, a plain reading of the ICA demonstrates that certain specific types of traffic are subject to bill-and-keep (*e.g.*, VNXX and MCA), while other traffic is subject to payment of the traffic termination rate set in the ICA (*e.g.*, Local Traffic transport and termination, including local ISP

---

<sup>1</sup> *See* Article V, Section 9.8: "Nothing in this Section shall be interpreted to ... change compensation as set forth in this Agreement for traffic or services other than traffic or services for which compensation is addressed in this Article V, including but not limited to Internetwork Facilities, access traffic or wireless traffic."

Traffic). For traffic subject to bill-and-keep, reciprocal compensation is waived. For traffic not subject to bill-and-keep, the rates in the ICA apply and the parties are entitled to reciprocal compensation.

13. CenturyTel's refusal to continue to pay Socket for transport and termination of Local Traffic ignores the express language in Article V establishing the rates for reciprocal compensation ("Transport of Local Traffic" at Section 9.7 and "Termination" at Section 9.7.2) for the transport and termination of Local Traffic. In addition, even in the absence of such express language, CenturyTel's position would turn the Act on its head. CenturyTel asks the Commission to presume that Socket must transport and terminate its traffic for free. As explained above, the Act expressly establishes a statutory right to reciprocal compensation that can only be waived if a bill-and-keep arrangement is affirmatively included in an ICA.

**II. THE HISTORY OF THE DEVELOPMENT OF THE ICA'S RECIPROCAL COMPENSATION PROVISIONS DEMONSTRATE THAT THE ICA AUTHORIZES SOCKET AND CENTURYTEL TO CHARGE RECIPROCAL COMPENSATION FOR THE TRANSPORT AND TERMINATION OF ONE ANOTHER'S LOCAL TRAFFIC.**

14. The language of the ICA demonstrates that CenturyTel must resume payment of reciprocal compensation owed to Socket. The Commission need not look beyond the terms of the contract to determine that the ICA does not apply a bill-and-keep arrangement to Local Traffic. CenturyTel's Motion for Summary Determination, however, urges the Commission to rely on statements made during the course of negotiation and arbitration of the ICA as it reviews the meaning of the ICA. *See* Joint Motion for Summary Determination, ¶¶ 8, 9, 14-16; Legal Memorandum in Support, ¶¶ 16-25. In the event the Commission looks to such extrinsic evidence as it makes its determination, the facts do not support CenturyTel's claims.

15. A review of the negotiation and arbitration history regarding the ICA's reciprocal compensation provisions demonstrates three critical facts: (a) CenturyTel was never willing to

include language in the ICA that authorized a bill-and-keep arrangement for all Local Traffic; (b) the Commission's orders regarding the ICAs did not impose a bill-and-keep arrangement for Local Traffic; and (c) after the Commission issued its arbitration order, CenturyTel continued to refuse to include a bill-and-keep arrangement in the final ICA including when that agreement was presented to the Commission for approval.

16. When negotiations between CenturyTel and Socket began, CenturyTel proposed that the parties use the CenturyTel-CD Telecom ICA as a template. That ICA includes the following language on reciprocal compensation for Local Traffic:

3.2 Compensation For Exchange of Local Traffic.

3.2.1 Local Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions, such as a State exempt factor, if any. The Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill and Keep. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic, excluding Local Traffic that is also Information Access Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Local Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.

(Copy attached). The language in the CenturyTel-CD Telecom ICA was CenturyTel's initial offer to Socket. As the text above makes clear, the language contemplates both "Local Mutual Compensation" and "Bill and Keep" arrangements for Local Traffic. The "Local Mutual Compensation" provision contemplates reciprocal compensation for "Local Traffic." The "Bill

and Keep” section makes clear that if either party can demonstrate that traffic is significantly out-of-balance, either party may require that “mutual compensation will commence ... and continue for the duration of the Term of this Agreement unless otherwise agreed.”

17. The parties did not agree to CenturyTel’s proposed reciprocal compensation language, and reciprocal compensation was one of the issues identified in Socket’s arbitration petition. Specifically, the dispute was identified under “Article V – Interconnection and Transport and Termination of Traffic,” Issue No. 10: “What language should the ICA include regarding intercarrier compensation for transport and termination of traffic?” *See* Case No. TO-2006-0299, Socket’s Petition for Arbitration, Master List of Issues Between CenturyTel and Socket, Decision Point List (“DPL”) for Article V, Issue 10, at 16-22 (January 13, 2006)(copy attached). Notably, the language proposed by CenturyTel when the case began was still the language reprinted above from the CD Telecom agreement, which contemplated payment of reciprocal compensation if Local Traffic was “out-of-balance.”

18. Socket’s original proposal for reciprocal compensation contemplated payment of reciprocal compensation for Local Traffic outside Missouri’s MCA areas. Socket’s proposal divided traffic into “MCA” and “non-MCA” categories. For MCA traffic, Socket proposed that a bill-and-keep arrangement apply (the position ultimately adopted in Article V, Section 9.2.1). For “non-MCA” Local and ISP Traffic (denominated as “Non-MCA 251(b)(5) Traffic” and “Non-MCA ISP Traffic”), Socket proposed that “the Parties will compensate each other on a minute of use basis at \$0.0007 per minute of use.” *See* Case No. TO-2006-0299, Socket’s Petition for Arbitration, Master List of Issues Between CenturyTel and Socket, DPL for Article V, Issue 10, at 19 (January 13, 2006)(copy attached). Socket’s proposal also provided that the parties could voluntarily negotiate a bill-and-keep arrangement.



19. In its response to Socket's arbitration petition, CenturyTel strongly criticized Socket for, in its view, attempting "to impose upon CenturyTel the ISP Remand rate, which is specifically a CenturyTel (ILEC) choice alone under the provisions of that Order." Case No. TO-2006-0299, CenturyTel's Response To Socket's Petition for Arbitration, Master List of Issues Between CenturyTel and Socket, DPL for Article V, Issue 10, at 27 (February 7, 2006)(copy attached). In its response, CenturyTel maintained its support of the CD Telecom contract language reprinted above.

20. As the arbitration proceeding progressed, Socket attempted to bridge the differences between the parties' positions on numerous issues, including reciprocal compensation. As Socket stated in the Final DPL filed by the parties before hearing:

To address CenturyTel's concerns, Socket makes a final offer that it will accept Bill and Keep for Non-MCA Traffic, including Section 251(b)(5) Traffic, ISP Traffic, and FX Traffic, including VNXX Traffic. Socket proposes to retain a provision that allows the parties to mutually agree to negotiate a new compensation agreement and amend the ICA at a later time.

Case No. TO-2006-0299, Final DPL, Article V, Issue 10, at 58 (Socket Preliminary Position column) (April 7, 2006)(copy attached). Socket proposed that "[A]ll non-MCA Traffic, including Non-MCA Section 251(b)(5) Traffic, Non-MCA ISP Traffic, Non-MCA Foreign Exchange Traffic including VNXX Traffic shall be exchanged on a Bill and Keep basis." *Id.* at 59 (Socket Language column, emphasis supplied). At this point in the proceeding, Socket affirmatively proposed an all-inclusive bill-and-keep arrangement as its "final offer" before hearing.

21. CenturyTel, however, continued to attack Socket's proposal on bill-and-keep, and remained committed to its original proposal, which is derived from the CenturyTel-CD Telecom ICA:

Socket's assertion that it is sponsoring bill and keep is misleading and disregards that most of the traffic the parties will "exchange" is likely to be one-way VNXX dial-up ISP traffic. ... [C]onsistent with the MCImetro/CenturyTel and CD Telecom/CenturyTel agreements, Bill and Keep could be applied to [VNXX] Traffic conditioned upon POIs being established in each local calling area where Socket chooses to assign VNXX telephone numbers.

*Id.*, at 60, 63 (CenturyTel Preliminary Position column).

22. When Article V, Issue 10, was presented to the Commission at hearing, the parties still had a major dispute over the application of bill-and-keep to Local, ISP, and VNXX Traffic. CenturyTel was never willing to agree to language that simply applied bill-and-keep across the board as Socket proposed before hearing.

23. The Commission ruled on the disputes in Article V, Issue 10 in the Final Commission Decision issued on June 27, 2006. In its decision, the Commission adopted some language proposed by CenturyTel and some proposed by Socket, and also rejected contract language proposals from both parties. *See* Case No. TO-2006-0299, Final Commission Decision, at 24-32 (January 13, 2006)(copy attached). As to bill-and-keep, the Commission held that a bill-and-keep arrangement should apply to MCA traffic and VNXX traffic. The Commission's decision did not, however, adopt language requiring bill-and-keep for other types of Local Traffic.

24. I recognize that CenturyTel has quoted two sentences from the Comments that I prepared on behalf of Socket regarding the actions of the Arbitrator that preceded the Commission's Final Decision on the arbitration, which sentences might appear in isolation to indicate that Socket believed that the Arbitrator had determined that all ISP-bound traffic was subject to a bill-and-keep arrangement. However, as is clear from the surrounding text (pertinent pages are attached hereto), Socket did not believe that the Arbitrator had ordered that all Local Traffic was subject to a bill-and-keep arrangement. The reference in the sentences quoted by

CenturyTel regarding “ISP-bound” traffic accurately reflect the Arbitrator’s decision on “VNXX” traffic including non-local ISP-bound traffic, which indeed is subject to bill-and-keep under the Arbitrator’s decision. In the context of the arbitration, the terms “VNXX” and “ISP” were often used to describe similar types of traffic, primarily due to CenturyTel’s contention that most “VNXX” traffic was also “ISP” traffic. My comments appear to have used the term “ISP-Bound” at a point in one sentence where the term “VNXX” would have more accurately reflected the Arbitrator’s decision. In any event, there was no ruling by the Arbitrator or the Commission subjecting Local Traffic to a bill-and-keep arrangement.

25. After the Commission issued its decision, representatives of Socket and CenturyTel continued to negotiate contract language for the ICA. The parties worked cooperatively to develop contract language to “conform” the ICA to the Commission’s decisions or otherwise reach agreement on those issues where the Commission did not approve specific language proposed by Socket or CenturyTel. The continued contract negotiations included several issues in Article V, including the issue of reciprocal compensation for Local Traffic.

26. In August 2006, Socket transmitted a proposal to CenturyTel that would have, if accepted, closed out remaining disputes regarding Article V issues. The Socket proposal is attached to this Affidavit. At page 2 of the attachment, Socket proposed that the parties include language at Article V, Section 9.3 reflecting that “[t]he Parties would agree that all traffic is Bill-and-Keep.” The specific language tracked similar language Socket had proposed previously:

[Proposed] 9.3 All non-MCA Traffic, including Non-MCA Section 251(b)(5) Traffic, Non-MCA ISP Traffic, and Non-MCA Foreign Exchange Traffic, including VNXX Traffic, shall be exchanged on a Bill-and-Keep basis.

If the parties’ intention was to operate under a bill-and-keep arrangement for Local Traffic, as CenturyTel contends, this language was necessary to ensure that both parties were waiving their

statutory right to reciprocal compensation pursuant to the Act. Without such language, the ICA includes no waiver of the parties' rights to collect reciprocal compensation for transporting and terminating the types of traffic that the Commission had not ordered be subject to a bill-and-keep arrangement..

27. CenturyTel was not willing to agree to include Socket's proposed bill-and-keep provision into the ICA. The Commission had already rejected CenturyTel's proposal to be allowed to impose reciprocal compensation on Socket if bill-and-keep traffic was "out-of-balance" (i.e. CenturyTel was terminating more traffic from Socket). CenturyTel insisted on leaving Section 9.3 "intentionally omitted." Socket agreed to the omission of the language for purposes of finalizing the ICA for signature and Commission approval. In its "Statement of Compliance and Non-compliance of Conforming Interconnection Agreement" (page 1), filed just prior to Commission approval of the Agreements, CenturyTel acknowledged that the Agreements "reach agreement and state terms on a number of issues arbitrated and determined against one or the other of the parties" (copy attached).

28. CenturyTel was unwilling to agree to language establishing a bill-and-keep arrangement for Local Traffic, and there was no effort by CenturyTel to remove the provisions of the agreement that I identify above which impose the rates in Article VIIA, including Local Switching, for the transport and termination of Local Traffic. Since CenturyTel was no longer required to offer switching as an unbundled network element ("UNE"), the only purpose for the inclusion of the Local Switching rate in the ICA was its use as the rate for billing reciprocal compensation for transport and termination of Local Traffic. When the parties negotiated final changes in the ICA to conform it to the Commission's decisions, there were changes negotiated to other rates in the Article VIIA rate attachment. Notably, CenturyTel never mentioned the

need to delete the reciprocal compensation rates from the ICA, and they remain in the ICA today. As discussed above, the absence of language authorizing a bill-and-keep arrangement, paired with (a) the inclusion of the rate used for billing transport and termination compensation in Article VIIA, and (b) CenturyTel's proposed language regarding transport and termination in Article V, Section 9.7 (stating that the rate for billing transport and termination is the rate in Article VIIA), made clear that the parties are authorized to bill each other for Local Traffic transport and termination compensation.

29. The final approved ICA authorizes CenturyTel and Socket to charge for the costs of transport and termination of the other party's Local Traffic.

30. It is ironic that CenturyTel now claims that the ICA includes an expansive bill-and-keep arrangement applicable to all Local Traffic. Socket offered to agree to just such a provision (several times) during the negotiation and arbitration of the ICA. CenturyTel steadfastly refused to incorporate such a provision – and now insists that the provision is there “in spirit” even though it is clearly not there in the actual language of the ICA.

31. When the ICA was being negotiated, CenturyTel repeatedly rejected a straightforward bill-and-keep contract provision. CenturyTel expressed concerns about other carriers adopting the agreement, and the impact a pure bill-and-keep ICA could have on reciprocal compensation arrangements with other types of carriers. For example, I am aware that ILECs are frequently wary of entering bill-and-keep agreements with wireless carriers, because ILECs often transport and terminate much more traffic for the wireless carrier than the wireless carrier terminates for the ILEC. That results in a traffic imbalance that would run in the ILEC's favor, resulting in significant reciprocal compensation revenues for the ILEC. If Socket and CenturyTel had indeed adopted language making the ICA a pure bill-and-keep contract, wireless

carriers could, to CenturyTel's potential disadvantage, adopt the ICA and avoid paying reciprocal compensation to CenturyTel.

32. In reality, the ICA does not include a provision requiring a bill-and-keep arrangement for Local Traffic, but rather contemplates that each party will, pursuant to Section 251 of the Act, charge reciprocal compensation to recover its "costs associated with the transport and termination ... of calls that originate on the network facilities of the other carrier." Section 251(d)(2)(A).

STATE OF TEXAS )  
 ) SS.  
COUNTY OF TRAVIS )

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

CenturyTel of Missouri, LLC, et al )  
 )  
Complainants, ) Case No. IC-2008-0068  
 )  
vs. )  
 )  
Socket Telecom, LLC )  
 )  
Respondent. )

**AFFIDAVIT OF WILLIAM L. MAGNESS**

COMES NOW WILLIAM L. MAGNESS, of lawful age, sound of mind and being first duly sworn, deposes and states:

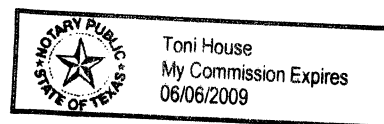
1. My name is WILLIAM L. MAGNESS.
2. Attached hereto and made a part hereof for all purposes is my affidavit in the above-referenced case.
3. I hereby swear and affirm that my statements contained in the attached affidavit are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
WILLIAM L. MAGNESS

SUBSCRIBED AND SWORN to before me, a Notary Public, this 11<sup>th</sup> day of January, 2008.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
(SEAL)



# CASEY, GENTZ & MAGNESS, L.L.P.

ATTORNEYS AT LAW

98 San Jacinto Blvd., Ste. 1400  
Austin, Texas 78701-4286  
Phone 512-480-9900  
Fax 512- 480-9200

Robin A. Casey  
Susan C. Gentz  
Diane M. Barlow  
Valerie P. Kirk  
Bill Magness  
Bradford W. Bayliff  
Caroline Scott

## **BILL MAGNESS**

*Partner*

### **EDUCATION**

J.D., University of Pennsylvania Law School, 1987  
Associate Editor, *University of Pennsylvania Law Review*, 1985-87  
Visiting Student, Harvard Law School, 1986-87  
Bachelor of Arts, University of Texas at Austin, 1984  
Phi Beta Kappa, 1984

### **PROFESSIONAL LICENSES**

State of Texas  
Commonwealth of Massachusetts

### **ADMISSION TO COURTS**

U.S. Court of Appeals for the First and Eighth Circuits  
U.S. District Courts for the Northern, Southern & Western Districts of Texas,  
Eastern District of Michigan, Northern District of Georgia

### **LEGAL & REGULATORY EXPERTISE**

Mr. Magness has extensive experience in civil and criminal litigation and administrative law, with a particular emphasis on telecommunications interconnection issues. He also has knowledge of telecommunications consumer protection law and policy, and served as chief of the Texas Public Utility Commission's customer protection division.

Mr. Magness has served as counsel to telecommunications firms in state regulatory commission and related court proceedings in fifteen (15) states and the U.S. Virgin Islands. He has provided expert testimony regarding telecommunications issues in the federal district court for the Northern District of Texas. He has also served as a witness in a proceeding before the Public Utility Commission of Texas.



## **PRIOR PROFESSIONAL EXPERIENCE**

### **GOVERNMENT EXPERIENCE**

Chief, Office of Customer Protection & Chief Counsel, Office of Policy Development,  
Public Utility Commission of Texas, Austin, Texas (1996-98)

Assistant Public Counsel, Office of Public Utility Counsel, Austin, Texas (1991-93)

Assistant United States Attorney, U.S. Department of Justice, Detroit, Michigan (1990-91)

### **PRIVATE SECTOR**

Partner, Casey, Gentz & Magness, L.L.P., Austin, Texas (2000-present)

General Counsel, Waller Creek Communications, Austin Texas (1998-2000)

Associate, Bickerstaff, Heath & Smiley, Austin, Texas (1995-96)

Executive Director, Communications Coalition of Texas (1993-95)

Associate, Palmer & Dodge, Boston, Massachusetts (1987-1990)

## **PROFESSIONAL AFFILIATIONS AND ACTIVITIES**

President, State Bar of Texas, Public Utility Law Section (2002-03)

Member, Austin Bar Association, Administrative Law Section

Member, Federal Communications Bar Association

Mr. Magness has made presentations regarding telecommunications issues to numerous State Bar of Texas and telecommunications industry association conferences.