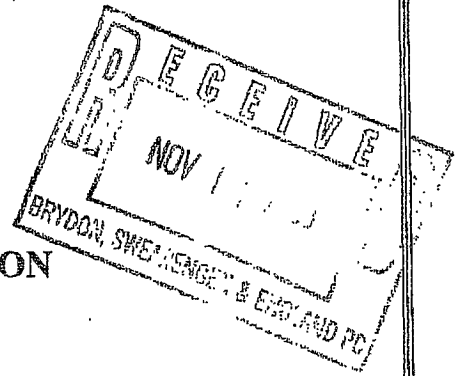


**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**



**BPS TELEPHONE COMPANY, ET AL. vs. VOICESTREAM
WIRELESS CORPORATION, WESTERN WIRELESS
CORPORATION AND SOUTHWESTERN BELL
TELEPHONE COMPANY**

Cause No. TC-2002-1077

TRANSCRIPT OF PROCEEDINGS

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1 Q. Good morning, Mr. Williams.

2 A. Good morning.

3 Q. Still morning.

4 A. Still morning.

5 Q. You support the factors that the Complainants
6 have presented in this case, do you not?

7 A. Yes. We are concurring in those factors.

8 Q. Okay. And the intent of those factors is to
9 use them to determine how much of the traffic at issue here
10 is inter-MTA; is that correct?

11 A. That's correct.

12 Q. And you do that by applying it to the minutes
13 SBC reports on its CTUSR, cellular transiting usage summary?

14 A. For indirectly routed traffic, that would be
15 correct.

16 Q. And you agree that those minutes identified by
17 your agreed-on factor as inter-MTA should be rated at
18 switched access rates?

19 A. We agree for inter-MTA traffic that that is
20 the appropriate rate.

21 Q. So for the traffic that's produced by the
22 factor, switched access rates apply?

23 A. Correct.

24 Q. I understand that you have a disagreement with
25 Complainants about the application of their wireless tariff

1 to intra-MTA traffic; is that correct?

2 A. Correct.

3 Q. And the dispute there primarily is on their
4 use of a tariff for intra-MTA traffic and the rate level; is
5 my understanding correct?

6 A. Yeah. There really -- there's a disagreement
7 in principle about the validity of a state-approved
8 termination tariff for federally regulated traffic, correct.
9 And then there's also a dispute about what is an appropriate
10 forward-looking transport and termination agreement.

11 Q. Okay. But you don't dispute that the minutes
12 are your traffic?

13 A. I don't dispute the fact that we generate
14 traffic, that that traffic is transited through SBC's
15 network and terminated to independent telephone companies.

16 Q. Thank you. And you also don't dispute that
17 you're financially responsible for paying for your own
18 customers' traffic, for the termination of that traffic?

19 A. We are responsible for determining what
20 relationships exist for the reciprocal compensation
21 associated with the exchange of traffic between ourselves
22 and another carrier.

23 Q. And in this case, it's the Complainants; is
24 that correct?

25 A. In this case, the other carriers are the

1 Complainants.

2 Q. And the dispute you have with intra-MTA
3 traffic, that doesn't apply to inter-MTA traffic, does it?

4 A. Correct.

5 Q. And focusing just on that inter-MTA traffic
6 that's identified by your agreed-on factor, you agree that
7 you're responsible for paying terminating compensation on
8 that traffic?

9 A. Western Wireless would agree with that.

10 Q. In other states you operate, it's not unusual
11 for wireless carriers to need to use a tandem LEC's
12 facilities to reach another LEC's customers; would that be a
13 true statement?

14 A. That is a true statement. We utilize a
15 transit carrier because that's the most economically
16 efficient means of delivering traffic to many different
17 telephone carriers.

18 Q. Happens all across the country?

19 A. All across the country.

20 Q. And in those situations where you need to use
21 facilities of two LECs to complete one of your customer's
22 calls, you pay both the tandem LEC and the terminating LEC
23 for the use of those facilities; is that correct?

24 A. Yes. In essence, we hire a transit provider
25 to deliver the traffic to the terminating telecommunications

1 carrier, and then depending upon what relationship we have
2 with that terminating telecommunications carrier, the
3 parties are compensated according to that.

4 Q. So on this inter-MTA traffic where access is
5 due, you would be paying access charges to the tandem LEC
6 and to the terminating LEC; would that be correct?

7 A. That's correct with respect to our
8 interconnection agreement with SBC, which has a factor
9 allocation for inter-MTA traffic, and then depending upon
10 what factor would be appropriate to an individual LEC, that
11 traffic rated as inter-MTA would, in fact, be the obligation
12 for us paying to terminate.

13 Q. And then you would pay those rates once the
14 factor's in place in this case?

15 A. That's correct.

16 MR. BUB: Thank you, Mr. Williams. Those are
17 all the questions we have.

18 JUDGE THOMPSON: Thank you, Mr. Bub.

19 QUESTIONS BY JUDGE THOMPSON:

20 Q. Mr. Williams, I understand you're testifying
21 on behalf of T-Mobile and Western Wireless, which are no
22 longer affiliated; is that correct?

23 A. Yes.

24 Q. T-Mobile used to be known as Voicestream?

25 A. Correct.