

**BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI**

<b>In the Matter of the Petition of</b>	)	
<b>Alma Telephone Company</b>	)	
<b>for Arbitration of Unresolved</b>	)	<b>Case No. IO-2005-0468, et al.</b>
<b>Issues Pertaining to a Section 251(b)(5)</b>	)	<b>(consolidated)</b>
<b>Agreement with T-Mobile USA, Inc.</b>	)	

**Petitioners’  
Revised Statement of Unresolved Issues,  
Proposed Decision Point List  
And Legal Memoranda**

Pursuant to the Arbitrator’s June 30, 2005 Order Setting Procedural Schedule, Petitioners Alma, Chariton Valley, Mid-Missouri, and Northeast (“Petitioners”) submit this proposed statement of unresolved issues, proposed decision point list, and Legal Memoranda.

The Issues are listed in bold, with proposed decision point list, including disputed agreement provisions, listed as subparts to the main issue. Legal Memoranda is supplied after the grouping of common issues and decision points to which the Legal Memoranda apply:

**Issue 1:        Coordinated Resolution of Past Compensation Issues with Prospective Termination Agreement**

- 1a.**    Is the coordinated resolution of uncompensated T-Mobile traffic terminating to Petitioners prior to the commencement of negotiations an unresolved issue properly within the scope of these arbitrations?
  
- 1b.**    If the decision with respect to 1a is in the negative, TTA Section 5.5 should be ordered deleted, and Issues 2, 3, 4, and 5 need not be addressed in this proceeding.

- 1c.** If the decision with respect to 1a is in the affirmative, should TTA Section 5.5 be ordered included as written.

**Issue 2: Past Traffic Volumes**

- 2a.** What dates should be utilized for computing the past uncompensated traffic volumes?
- 2b.** What traffic volumes have terminated without compensation to Petitioners between the dates determined in 2a?

**Issue 3: Past Traffic Jurisdiction**

- 3a.** Of the past traffic volumes determined in 2a, what amounts of such traffic are intraMTA?
- 3b.** Of the past traffic volumes determined in 2a, what amounts of such traffic are interMTA?
- 3c.** Of the interMTA traffic determined in 3b, what amounts are terminating interstate traffic?
- 3d.** Of the interMTA traffic determined in 3b, what amounts are terminating intrastate traffic?

**Issue 4: Rates for Past Traffic Volumes**

- 4a.** What rate should be applied to the intraMTA traffic volume determined in 3a?
- 4b.** What rate should be applied to the interMTA interstate traffic volumes determined in 3c?
- 4c.** What rate should be applied to the interMTA intrastate traffic volumes determined in 3d?

**Issue 5: Compensation for Past Traffic Volumes**

- 5a.** Taking the volumes of traffic determined in 3a times the rate determined in 4a, the volumes of traffic determined in 3c times the rate determined in 4b, the volumes of traffic determined in 3c times the rate determined in 4c, and adding those products together, what is the total compensation owed for past traffic?

## **PETITIONERS' LEGAL MEMORANDA COMMON TO ISSUES 1 THROUGH 5:**

### **The Coordinated Resolution of Past Traffic Issues is a Proper Subject of this Arbitration**

In the past T-Mobile traffic has terminated to Petitioners in the absence of an approved agreement. Petitioners are entitled to compensation for this traffic under their tariffs, but T-Mobile has not paid. In these negotiations Petitioners offered the same coordinated resolution of past traffic issues with T-Mobile that had been entered into and approved with other wireless carriers. Petitioners were obligated to offer the same coordinated resolution of traffic issues pursuant to their duties under 47 USC 252(i), and they did.

TTA Section 5.5 is the pertinent provision, which states:

“5.5 At the same time that the Parties execute this Agreement, they are entering into a confidential agreement to settle all claims related to traffic exchanged between the Parties prior to the effective date of this Agreement. Each Party represents that this settlement agreement completely and finally resolves all such past claims.

This provision has been approved in numerous TTAs. This provision has been agreed to by T-Mobile in recently approved agreements with Choctaw Telephone Company and MoKan Dial Inc. See the TTAs approved in TK-2005-0461 and TK-2005-0462. This provision should be included in the approved TTAs.

T-Mobile negotiated this topic with Petitioners, and it remains an open issue. The Petitions for Arbitration and T-Mobile's response confirm this is an open issue. As the past traffic issues are unresolved matters raised in the negotiations, they are proper matters for arbitration. 47 USC 252(b)(1) authorized Petitioners to petition this

Commission to arbitrate any open issue. 47 USC 252 (b)(4) directs that this Commission is to limit its consideration to the issues set forth in the Petition and Response.

Pending complaint case TC-2002-57 only includes part of the past traffic at issue in this arbitration. TC-2002-57 was submitted including only T-Mobile traffic terminating between February 5, 1998 and the end of 2001. TC-2002-57 does not include T-Mobile traffic terminating to Mid-Missouri.

Excluding past traffic claims from this arbitration will not result in all past traffic claims being addressed in TC-2002-57. There will need to be additional complaints of Alma, Chariton Valley, and Northeast for T-Mobile traffic terminating between 2002 to the effective date of the agreements arbitrated herein. There will need to an additional complaint of Mid-Missouri for all T-Mobile traffic terminating prior to the effective date of the agreement arbitrated herein.

The agreements between Petitioners and other wireless carriers, as well as those between T-Mobile, Choctaw, and MoKan Dial, all resulted in a coordinated resolution of these issues, and dismissals of most of the complaints pending in TC-2002-57. Addressing the coordinated resolution of past traffic issues in this arbitration will result in TC-2002-57 being dismissed in its entirety without the necessity of Commission decision. Addressing the coordinated resolution of past traffic issues will also obviate the necessity of another round of complaints against T-Mobile for 2002-2005 traffic.

Traffic volumes, jurisdictional traffic factors, and the rates to apply to determine the amount of past compensation due Petitioners will have to be determined based upon the evidence submitted. Petitioners will submit evidence as to traffic volumes, dates, and factors which will provide for a coordinated resolution.

T-Mobile should be directed to pay the past compensation amounts. Upon payment therefore, Petitioners should be directed to dismiss their complaints in TC-2002-57. The provisions of the arbitrated TTA should be made effective as of the last past traffic termination date included in the past compensation determination in order to provide a seamless transition.

**Issue 6: Prospective interMTA/Interstate Factors**

- 6a. Have Alma and T-Mobile agreed that all T-Mobile traffic terminating to Alma is intraMTA?
- 6b. Which traffic studies does the Arbitrator believe to be the more accurate?
- 6c. What proportions of T-Mobile Traffic Terminating to Chariton Valley are interMTA and intraMTA?
- 6d. What proportions of T-Mobile Traffic Terminating to Chariton Valley are interMTA and intraMTA?
- 6e. What proportions of T-Mobile Traffic Terminating to Chariton Valley are interMTA and intraMTA?
- 6f. The proportions determined in 6a, 6c, 6d, and 6e should be ordered inserted into the respective TTA Appendix 2

**PETIONERS' LEGAL MEMORANDA FOR ISSUE 6:**

Alma is proposing a 0.0 percent interMTA factor, which means that all T-Mobile traffic terminating to Alma will be considered intraMTA subject to the TTA approved for Alma and T-Mobile. In its Response to the Arbitration Petitions, T-Mobile indicated it agreed with Alma's interMTA factor proposal.

For Chariton Valley, Mid-Missouri, and Northeast, jurisdictional traffic factors to be included in Appendix 2 of their respective TTAs will have to be determined based upon the evidence submitted. Petitioners' evidence will include traffic studies such as

that of Mark Twain Rural Telephone Company the Commission adopted for T-Mobile in the Commission's January 27, 2005 Report and Order in TC-2002-1077.

**Issue 7: Prospective IntraMTA Rate**

- 7a. What intraMTA rate should be adopted for intraMTA T-Mobile traffic terminating to Alma?
- 7b. What intraMTA rate should be adopted for intraMTA T-Mobile traffic terminating to Chariton Valley?
- 7c. What intraMTA rate should be adopted for intraMTA T-Mobile traffic terminating to Mid-Missouri?
- 7d. What intraMTA rate should be adopted for intraMTA T-Mobile traffic terminating to Northeast?
- 7e. The rates determined in 7a, 7b, 7c, and 7d should be ordered inserted in the respective TTA Appendix 1.

**PETITIONERS' LEGAL MEMORANDA FOR ISSUE 7:**

IntraMTA traffic rates to be included in Appendix 1 of the TTAs will have to be determined based upon the evidence submitted. In Missouri there have been approximately 70 agreements between small rural ILECs and CMRS providers. Official notice is requested of the agreements summarized in Petitioners' July 14, 2005 Limine Motion.

Petitioners note that the overwhelming number of such TTAs approve in Missouri accept a \$0.035 rate. Cost studies performed by GVNW support forward looking rates for Missouri rural ILECs in excess of \$0.035 per minute. T-Mobile has agreed to intraMTA rates of \$0.035 in its approved TTAs with Ozark, Seneca, and Goodman in TK-2004-0166, TK-2004-0167, and TK-2004-0165. The same GVNW cost study, with

recent modifications, establishes that Petitioners' forward looking costs are in excess of the \$0.035 rate that Petitioners request be included in the TTAs with T-Mobile.

**Issue 8: Obligation of Petitioners to Compensate T-Mobile for Landline to Mobile 1+ IXC Traffic**

- 8a. Is landline to mobile 1+ dialed IXC carried traffic reciprocal compensation traffic for which Petitioners are responsible to compensate T-Mobile?
- 8b. If the answer to 8a is in the negative, the appropriate language should be ordered incorporated into TTA Section 1.1.
- 8c. If the answer to 8a is in the negative, there is no need to consider issues 9, 10, and 12.
- 8d. If the answer to 8b is in the affirmative, Issues 9, 10, and 12 should be addressed.

**Issue 9: Obligation of Petitioners to Compensate T-Mobile for Landline to Mobile 1+ IXC Traffic Terminating to a Ported Number**

- 9a. Do Petitioners have suspensions or modifications from the obligation to perform intermodal local number porting?
- 9b. Does this issue need to be resolved now in order to address the possibility that intermodal LNP suspensions or exemptions are eliminated or removed?
- 9c. If or when Petitioners' suspensions or modifications are eliminated, is it appropriate for calls to a ported number to be included within the scope of the TTA?
- 9d. The appropriate language should be ordered inserted in TTA Section 1.1.

**Issue 10: Should Bill and Keep with Net Billing Be Ordered?**

- 10a. Assuming Petitioners are responsible to compensate T-Mobile for intraMTA landline to mobile 1+ IXC calls, what portions of such traffic are intraMTA?
- 10b. As Petitioners and T-Mobile do not directly interconnect, is bill and keep appropriate under 47 CFR 51.713(a)?

- 10c. Of the intraMTA landline to mobile 1+ IXC calls, are the volumes of such traffic compared to the mobile to landline T-Mobile traffic “roughly balanced” as set forth in 47 CFR 51.713(b)?
- 10d. How will such landline to mobile traffic be measured?
- 10e. How will such landline to mobile traffic be recorded?
- 10f. What billing records will be used for such landline to mobile traffic?
- 10g. Should references to CTUSRs in the TTA be included?
- 10h. If the parties are unable to measure such traffic, should the formula T-Mobile proposes for determining such landline to mobile traffic, which takes the volume of mobile to landline traffic, divides it by 60%, and then multiplies that result by 40%, be used to determine the amount of landline to mobile IXC traffic?
- 10i. The appropriate language should be ordered with respect to TTA Sections 1.1, 2.4, 5.1.1, and 5.1.2.

#### **PETIONERS’ LEGAL MEMORANDA COMMON TO ISSUES 8 THROUGH 10:**

The following is Petitioner’s suggested language for an introductory paragraph, as well as for § 1.1, Scope of Agreement:

“ILEC may terminate traffic originated by its end user customers and terminating to TMUSA through the facilities of another local exchange carrier in Missouri.”

“This Agreement shall cover traffic originated by, and under the responsibility of, one of the Parties and terminated to the other Party without the direct interconnection of the Parties’ networks, and which terminates to the other Party through the facilities of another local exchange carrier and/or interexchange carrier in Missouri. “Traffic originated by and under the responsibility of,” a Party means traffic that is originated by a Party pursuant to that Party’s rate schedules, tariffs, or contract with the end-user customer. This Agreement does not cover traffic for which the originating party has contracted with an Interexchange Carrier ("IXC") to assume responsibility for terminating the traffic, or traffic originated by an IXC pursuant to the IXC’s rate schedules, tariffs, end-users contracts, or presubscription rules.”

Petitioners request that these provisions be ordered incorporated into the TTAs.



With respect to Issues 8-10 in general, Petitioners are not responsible to compensate T-Mobile for any landline to wireless traffic provisioned by interexchange carriers (IXCs). Landline to wireless IXC traffic should be excluded from this arbitration and arbitrated agreements.

T-Mobile has chosen to directly interconnect with SBC, and send its traffic to Petitioners Alma, Chariton Valley, Mid-Missouri, and Northeast indirectly over SBC trunks. The lack of a T-Mobile facility in Petitioners' areas means calls sent from Petitioners' end users cannot be delivered to T-Mobile within Petitioners' local calling areas. Petitioners do not own or lease interexchange facilities for their local subscribers' local traffic. Petitioners' tariffs limit their basic local calling scopes to their own exchanges.

Consequently, Petitioners do not offer their basic local subscribers the ability to dial T-Mobile customers on a "local" basis. Petitioners' local subscribers must dial a "1+" in order to reach T-Mobile customers.

As ILECs under federal and state rules, Petitioners are required to route all such "1+" calls to the dialing customer's chosen or "PICed" interexchange carrier (IXC). These calls are the provisioning and compensation responsibility of the chosen IXC, not of the ILEC where the calls originate. The IXC is the calling party's carrier for these calls. The IXC provisions the call. The IXC receives the end user revenue from its toll customer, pays Petitioners originating compensation, and is also obligated to pay T-Mobile terminating compensation<sup>1</sup>. T-Mobile also receives compensation from its end

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<sup>1</sup> See *In the Matter of Sprint PCS and AT&T's Petitions for Declaratory Ruling on CMRS Access Charge Issues*, WT Docket No. 01-316, Declaratory Ruling, 2002 FCC LEXIS 3262, released July 3, 2002. (Sprint PCS not prohibited from billing ATT access, but ATT only had to pay pursuant to contract. § 69.5b of the FCC rules enables a LEC to impose access on IXCs. CMRS never operated under Calling Party Network

users for these calls, as its calling plans charge customers for calls T-Mobile customers receive as well as calls they originate.

In Missouri there have been approximately 70 agreements between small rural ILECs and CMRS providers. Official notice is requested of the agreements summarized in Petitioners' July 14, 2005 Limine Motion. All of these agreements exclude landline to wireless IXC traffic from those reciprocal compensation agreements. T-Mobile has entered into five (5) such agreements, *none* of which include an obligation for the LEC to compensate T-Mobile for landline to wireless IXC traffic.<sup>2</sup>

Decisions of the Missouri Commission indicate it has rejected the contention that reciprocal compensation applies to such IXC traffic. In a 1999 ruling in an arbitration between SBC and Mid-Missouri Cellular, the Commission ruled that landline to mobile traffic is properly a local reciprocal compensation call only if the ILEC and CMRS provider were locally interconnected, and the vertical and horizontal coordinates of the CMRS provider lie within the local calling area of the landline exchange:

"The Commission agrees with SWBT that a call from a SWBT landline subscriber to an MMC cellular subscriber is properly rated as a local call only where: (1) the landline and cellular exchanges are locally interconnected; and (2) the V&H coordinates of the cellular exchange lie within the local calling area of the landline exchange. ... The Commission agrees with SWBT that local rating without local interconnection is inappropriate because the interexchange facilities of SWBT and of Sprint, a stranger to this action, would necessarily be employed in completing such calls."<sup>3</sup>

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Pays ("CPNP"). CMRS providers charge their end users for this. Because both IXCs and CMRS charge their customer for their services, it does not necessarily follow that IXCs receive a windfall when no compensation is paid to a CMRS carrier.

<sup>2</sup> See the T-Mobile Agreements approved for Ozark, Seneca, and Goodman in TK-2004-0166, TK-2004-0167, and TK-2004-0165. Also see the T-Mobile Agreements approved for Choctaw and MoKan Dial in TK-2005-0461 and TK-2005-0462.

<sup>3</sup> *In the Matter of Missouri RSA No. 7 Limited Partnership d/b/a Mid-Missouri Cellular's Petition for Arbitration Pursuant to 47 U.S.C. Section 252 to Establish an Interconnection Agreement with Southwestern Bell Telephone Company*, Case No. TO-99-279, Arbitration Order, p. 5 (Apr. 8, 1999).

In 2001 the Commission approved wireless termination tariffs for most small rural ILECs. The wireless carriers opposed the tariffs as not complying with federal reciprocal compensation statutes and rules. These wireless carriers argued that the rural carriers had been compensated by “defacto bill and keep” for landline to mobile IXC carried traffic. The Commission approved the tariffs, and rejected the wireless carrier argument. It held the rural carriers were not obligated to compensate wireless carriers for such IXC traffic:

"At present, with the termination of the PTC Plan, it is the norm that traffic between the small LECs and CMRS carriers is one-way traffic. This is because traffic to CMRS subscribers from the small LECs' subscribers is transported by IXCs and treated as toll traffic. ... [I]f the traffic is being carried by an IXC, the IXC must compensate the CMRS carrier for the termination of the call."<sup>4</sup>

T-Mobile challenged the Missouri Commission's approval of these tariffs before the FCC. The arguments T-Mobile makes in this arbitration were also made to the FCC. The FCC denied T-Mobile's challenge. The FCC approved the use of state tariffs, even though “return” landline to mobile traffic was provisioned by IXCs. See the February 17, 2005 Declaratory Ruling and Report and Order regarding T-Mobile, et al. Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs, FCC 05-42, CC Docket No. 01-92.

Later in 2001 AT&T Wireless opposed a CLEC's wireless termination tariff in part because it did not constitute a reciprocal arrangement for landline to mobile IXC carried calls. The Missouri Commission rejected AT&T's argument, relying upon the fact that all of the CLEC's landline to wireless traffic was provisioned by an IXC:

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<sup>4</sup> *In the Matter of Mark Twain Rural Telephone Company's Proposed Tariff to Introduce Its Wireless Termination Service*, Report and Order, Case No. TT-2001-139, p. 17-18 (Feb. 8, 2001).

"All of Mark Twain's traffic that is destined for the NXXs of wireless carriers operating in Missouri, including AT&T Wireless and Sprint PCS, is currently dialed: (a) on a 1+ basis and carried by Mark Twain's customers' presubscribed interexchange carrier ("IXC"); or (b) on a 101XXX basis and carried by an IXC."<sup>5</sup>

In a 2005 complaint case T-Mobile contended that it was due compensation for landline to mobile IXC carried traffic because such traffic was “equivalent in volume” to wireless to landline traffic which was the subject of state wireless termination tariffs. The Missouri Commission rejected this contention because the landline to mobile traffic was carried by an IXC:

"The Wireless Respondents maintain that the intraMTA traffic that they exchange with the Complainants is symmetrical, that is, that equivalent volumes flow in both directions. ... The record shows, and the Commission finds, that the Complainants routed all traffic originating on their networks and intended for subscribers of the Wireless Respondents through an IXC."<sup>6</sup>

The Commission’s rulings denying these wireless carrier arguments, make sense because such traffic is the provisioning and compensation responsibility of the IXC, not of the ILECs in whose exchange these toll calls originate. As such traffic is the IXC’s compensation responsibility, Petitioners are not responsible to pay compensation.

The proposed Enhanced Record Exchange Rule (4 CSR 240-29.040(4)) imposed a requirement that calling party number (CPN) be included information on wireless to landline traffic placed on the LEC to LEC network. T-Mobile and other wireless carriers opposed this provision. They argued that ILECs such as Petitioners should be required to do the same for landline to mobile IXC traffic. The Commission’s May 6, 2005 Order Of Rulemaking rejected this argument as “frivolous and unsubstantiated” as the wireless carriers failed to establish “any instance where rural carriers transmit compensable calls

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<sup>5</sup> *In the Matter of Mark Twain Communications Company's Proposed Tariff to Introduce its Wireless Termination Service*, Order Approving Tariffs, Case No. TT-2001-646, para 14 (October 16, 2001)

<sup>6</sup> *BPS Telephone Company, et al. v. Voicestream Wireless Corporation, Western Wireless Corp., and Southwestern Bell Telephone Company*, Case No. TC-2002-1077, Report and Order, p. 14 (Jan. 27, 2005).

to wireless carriers.” It is clear from the underlying context of the Commission’s decision that it believed such traffic is the provisioning responsibility of the IXC, and ILECs have no compensation responsibilities to the wireless carriers for this traffic.

Based upon the foregoing precedent, it is apparent that Petitioners are not responsible to compensate T-Mobile for landline to wireless IXC provisioned calls. Such calls are not reciprocal compensation calls, and are not within the scope of a reciprocal compensation agreement. As such the Arbitrator, and the Commission, should exclude any and all consideration of such traffic in ruling on the arbitration requests pending in this proceeding.

As Petitioners are not responsible for such landline to wireless IXC traffic, there is no “reciprocal” traffic for Petitioners to compensate T-Mobile for. There is no landline to mobile reciprocal compensation traffic. The Arbitrator cannot find that the traffic exchanged is “roughly balanced” justifying the imposition of bill and keep pursuant to 47 CFR 51.713.

Likewise, a “net billing” approach is unavailable. As Petitioners are not responsible for landline to wireless IXC traffic, there is no traffic to be netted against the T-Mobile traffic terminating to Petitioners.

If the Arbitrator agrees, the following TTA sections 5.1.1, 5.1.2, and 5.1.3, proposed by T-Mobile, should be rejected:

“5.1.1 Based on the assumption that the Local Traffic exchanged by the Parties will be roughly balanced (i.e., neither Party is terminating more than sixty (60) percent of the Parties’ total terminated minutes for Local Traffic), the Parties shall initially terminate each other’s Local Traffic on a Bill and Keep basis.”

“5.1.2 If Local Traffic is determined to be out of balance, each Party will pay the other for the Local Traffic it originates and that is terminated on the other Party’s network. The Parties agree that, in light of the Parties’ inability to measure the

amount of interMTA traffic exchanged between the Parties and other traffic, the following traffic percentages will be applied to determine compensation owed for terminating Local Traffic: x% T-Mobile originated and x% ILEC originated. Should either Party believe there has been a material change in the ratio of land-to-mobile and mobile-to-land traffic, the foregoing traffic ratio will be adjusted by mutual agreement of the parties following a valid traffic study.”

“5.1.3. ILEC will calculate the amount T-Mobile owes ILEC based on one hundred (100) percent of the traffic originated by T-Mobile and terminated to ILEC. ILEC will calculate the estimated ILEC traffic terminating to T-Mobile based on the following formula: Total Minutes of Use will be calculated based on total IntraMTA MOUs (identified by CTUSR records plus records of intraMTA calls handed off to IXC's or other mutually acceptable calculation), divided by 0.60 (sixty percent). The Total Minutes of Use will then be multiplied by 0.40 (forty percent) to determine the traffic originated by ILEC and terminated to T-Mobile. ILEC will bill T-Mobile based on the total amount T-Mobile owes ILEC minus the amount ILEC owes T-Mobile.”

Assuming Petitioners prevail on the issue of whether landline to mobile IXC calls are subject to reciprocal compensation, it will not be necessary to address Issues 10d, 10e, 10f, or 10h.

T-Mobile suggested issue 10h, which is predicated upon the assumption that the parties are unable to measure the amount of landline to mobile IXC provisioned traffic. Petitioners state that they do not understand the basis for T-Mobile's proposal to develop the volume of this traffic by taking the volume of wireless to landline traffic, divide it by 60%, then multiply the result by 40% to arrive at the amount of landline to mobile IXC traffic. Applying this formula to a hypothetical total of 232, 351 mobile to landline minutes would produce 154,900 landline to mobile IXC minutes. This formula seems to contradict T-Mobile's assertion of roughly balanced traffic.

With respect to Issue 9, Petitioners have been granted suspensions from and/or modifications to intermodal Local Number Portability requirements. Official notice of the these Orders the Commission approved for Alma (IO-2004-0453), Chariton Valley

(CO-2004-0469), Mid-Missouri (TO-2004-0455), and Northeast (Case No. IO-2004-0468) is hereby requested by Petitioners. Petitioners have not ported any landline numbers to T-Mobile subscribers.

The industry is still waiting for the FCC to resolve the questions as to whether ILECs have any obligation to transport calls to wireless customers with ported landline numbers located outside the ILEC exchanges to points of wireless facilities presence. Due to the suspensions and modifications, this issue need not be addressed in this proceeding.

With respect to issue 10g, as SBC has for some time discontinued the provision of CTUSRs to Petitioners, the TTA should contain no references to CTUSRs. T-Mobile's requested § 2.4, which reads as follows, should not be included in the TTA:

CTUSR" - Cellular Transiting Usage Summary Report, provided by Southwestern Bell Telephone Company, tracks the minutes of Transiting Traffic for calls originating from CMRS providers and terminating to LECs.

**Issue 11: Should Future Traffic Studies Use Wireless Telephone Numbers?**

- 11a. Is it appropriate for traffic studies to be conducted utilizing the NPA NXX of a T-Mobile customer?
- 11b. The appropriate language should be ordered with respect to TTA Section 5.2.

**PETITIONERS' LEGAL MEMORANDA FOR ISSUE 11:**

Yes it is appropriate for traffic studies to be conducted utilizing the NPA NXX of a T-Mobile customer. This is the only information available to Petitioners upon which to conduct such a study. In the past T-Mobile has failed to retain the mobile customer location information that could make such studies more accurate. This Commission recognized this, and approved the use of traffic studies utilizing NPA NXXs. This was

adopted by the Commission for T-Mobile traffic terminating to Mark Twain Rural Telephone Company in the Commission's January 27, 2005 Report and Order in TC-2002-1077.

**Issue 12: Scope of Compensation for Traffic Exchanged**

- 12a. Depending upon the resolution of Issue 8, should the TTAs include an explicit statement that the compensation obligation for intraMTA traffic is reciprocal and symmetrical?

**PETITIONERS' LEGAL MEMORANDA FOR ISSUE 12:**

See Petitioners' legal memoranda common to issues 8 through 10 above.

**Issue 13: Effective Date of Traffic Termination Agreements**

- 13a. Depending in part upon the resolution of Issue 1, what dates should be selected as the effective dates for the respective TTAs, and inserted into the first introductory paragraph of the TTAs.

**PETITIONERS' LEGAL MEMORANDA FOR ISSUE 13**

See Petitioners legal memoranda common to issues 1 through 5 above.

Petitioners suggest that the provisions of the arbitrated TTA should be made effective as of the last past traffic termination date included in the past compensation determination in order to provide a seamless transition between uncompensated past traffic and the TTAs.



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**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that a true and accurate copy of the foregoing was emailed this 15th day of July, 2005, to the following representatives of Respondent:

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