

In the Matter of the Petition of Sprint
Communications Company L.P. for
Arbitration Pursuant to the
Telecommunication Act of 1996 to
Resolve Issues Relating to an
Interconnection Agreement with
Brookings Municipal Utilities d/b/a
Swiftel Communications

February 16, 2007

1 **I. INTRODUCTION AND PURPOSE OF REBUTTAL TESTIMONY.**

2

3 **Q. Please state your name, business address, employer and current position.**

4 A. My name is James R. Burt. My business address is 6450 Sprint Parkway,
5 Overland Park, KS 66251. I am employed as Director – Policy for Sprint Nextel.

6

7 **Q. Are you the same James R. Burt that filed Direct Testimony in this**
8 **proceeding?**

9 A. Yes.

10

11 **Q. What is the purpose of your rebuttal testimony?**

12 A. The purpose of my rebuttal testimony is to address the direct testimony filed by
13 Swiftel witnesses W. James Adkins and Larry Thompson.

14

15 **II. RESPONSE TO DIRECT TESTIMONY OF W. JAMES ADKINS.**

16

17 **Q. Please describe Swiftel's position relative to Sprint's request for**
18 **interconnection pursuant to Section 251 and 252.**

19 A. The positions taken by Swiftel's leave me somewhat confused. First, in Swiftel's
20 response to Sprint's petition for arbitration, it said Sprint did not have the right to
21 interconnect with Swiftel for the Sprint/MCC traffic.¹ Second, Swiftel is taking
22 the position that it does not have an obligation to negotiate Section 251(a)

¹ TC06-176 Response of Brookings Municipal Utilities d/b/a/ Swiftel Communications and Motion to Dismiss and Opposition to Motion to Consolidate pp. 10-17.

1 interconnection and that there should be no provisions in the agreement
2 concerning interconnection (Adkins at 3). Finally, based on Mr. Adkins
3 testimony Swiftel will interconnect with Sprint (Adkins at pg. 2 lines 5-9 and pg.
4 3 lines 6-11). There appears to be an inconsistency between the positions taken
5 in Swiftel's response to Sprint's petition and the testimony of Mr. Adkins.

6

7 **Q. What would interconnection without negotiation and arbitration be?**

8 A. I'm not entirely sure what Mr. Adkins is suggesting. In my opinion there needs to
9 be an agreement that sets out the terms and conditions of interconnection, binds
10 the parties and identifies a controlling regulatory authority such as this
11 Commission. In addition, there should be an avenue available for regulatory
12 oversight in the event the parties to the interconnection cannot agree to the terms.
13 The Act's intent is to provide some level of certainty to carriers seeking
14 interconnection and the suggestion that parties are not required to negotiate and
15 have their differences resolved by a third party such as this Commission seems
16 counter to that intent.

17

18 The obvious contentious relationship between Sprint and Swiftel is a perfect
19 example. Sprint, the party seeking the interconnection, would be completely
20 disadvantaged by the lack of procedures for enforcing its rights to interconnect
21 and Swiftel, the party that does not want the interconnection, would be completely
22 advantaged by the lack of procedures. This situation suggests the Commission
23 must provide oversight on disputed issues. Without regulatory oversight, the

1 intent of the Act and the requirement for interconnection will not be achieved
2 simply because one party will attempt to dictate terms and conditions and delay as
3 long as it likes while the requesting party has no place to turn. The requesting
4 party, in this case Sprint, is not the only one to suffer. If such a situation were to
5 be allowed, consumers would be denied their right to choose among multiple
6 voice service providers.

7

8 **Q. Swiftel is claiming it does not have the obligation to negotiate interconnection**
9 **and that, in fact, it did not negotiate interconnection (Adkins at 4). Is there**
10 **evidence that would suggest they did negotiate with Sprint?**

11 A. Yes. There is evidence that Swiftel negotiated with Sprint. As was made clear in
12 Sprint's initial request for negotiation on November 9, 2005 Sprint requested
13 interconnection pursuant to Section 251 and 252. This letter was included with
14 my Direct Testimony as Attachment JRB-4. In a letter dated December 14, 2005
15 signed by W. James Adkins to Jack Weyforth of Sprint, Mr. Adkins says the
16 following. "In your letter you imply that Swiftel has refused to negotiate an
17 interconnection agreement with Sprint. This is not the case." Later in the same
18 paragraph Mr. Adkins says, "Sprint's apparent refusal to provide the requested
19 information only serves to hinder the negotiation process." Mr. Adkins own
20 statements make it clear that, regardless of what Mr. Adkins is saying now,
21 Swiftel was negotiating and Mr. Adkins wanted to make sure Sprint was aware of
22 that.

that.

1 **Q. Mr. Adkins says Sprint never submitted a new negotiation request as a**
2 **wireless carrier or interexchange carrier (Adkins at 2). How do you**
3 **respond?**

4 **A. Sprint's request does not require a new request for negotiations. Sprint is a large**
5 **corporation with numerous legal entities with multiple networks. Sprint has up to**
6 **four separate PSTN interconnections in some markets. Sprint is seeking a more**
7 **efficient form of PSTN interconnection that can benefit both Sprint and those it**
8 **interconnects with in terms of more efficient trunk utilization which leads to**
9 **fewer trunks. Fewer trunks leads to fewer ports on switches, transmission**
10 **equipment, digital cross connect equipment, etc. In addition to the logical desire**
11 **to develop a more efficient PSTN interconnection, there is a natural evolution of**
12 **Sprint's network and a natural evolution of services. Each is converging. The**
13 **same is true at the service level. Consumers want converged or integrated**
14 **wireless and wireline services. Sprint will be responsible for the compensation of**
15 **the traffic Sprint is asking be terminated over the local interconnection, be it**
16 **wireline or wireless, 251(b)(5) reciprocal compensation traffic or traffic subject to**
17 **access charges. Sprint has made it clear that it will be responsible for 100% of the**
18 **traffic. Furthermore, Sprint does not see any basis for requiring multiple**
19 **interconnection trunks or interconnection contracts with multiple Sprint legal**
20 **entities. In other words, Sprint does not see a need to make an additional "request**
21 **for interconnection." All Sprint did was add the other two traffic types, wireless**
22 **and access, to the ongoing negotiations that were underway between Sprint and**
23 **Swiftel.**

1 **Q. Is there any basis for distinguishing between wireline 251(b)(5) and wireless**
2 **251(b)(5) traffic other than the geographic scope of traffic subject to**
3 **reciprocal compensation rates?**

4 A. No. Whether the traffic is "local" wireline or intraMTA wireless traffic it is
5 251(b)(5) traffic subject to reciprocal compensation rates. With the exception of
6 the geographic calling scopes, there is no basis for treating the traffic any
7 differently and no basis for not allowing it to be carried over the same
8 interconnection trunks. To summarize, all the traffic Sprint is seeking to place on
9 the interconnection trunks between Sprint and Swiftel will be the responsibility of
10 Sprint whether it is wireless or wireline.

11
12 **Q. Is there any basis for not combining 251(b)(5) traffic and traffic subject to**
13 **access charges on the same interconnection trunks?**

14 A. No. Again, with the exception of the different intercarrier compensation schemes
15 that apply to the traffic, there is no reason why the two traffic types can not be
16 placed on the same interconnection trunks. I will discuss how Sprint proposes to
17 ensure the proper intercarrier compensation is applied to its traffic.

18
19 **Q. Mr. Adkins states that he thought Sprint would provide local exchange retail**
20 **services directly to its own end users separate from any arrangement with**
21 **Mediacom ("MCC") (Adkins at 2). How do you respond?**

1 A. The interconnection agreement Sprint is seeking with Swiftel is intended to
2 accommodate either scenario, allowing Sprint to fulfill its obligations to MCC as
3 well as support any retail services Sprint may offer in the future.

4
5 **Q. Why is it important for Sprint to define End User in the manner it has**
6 **requested in its negotiations with Swiftel?**

7 A. Sprint has requested that the definition of End User in the interconnection
8 agreement it seeks with Swiftel to include end users of a service provider for
9 which Sprint provides interconnection, telecommunications services or other
10 telephone exchange services as well as Sprint's end users. Sprint has been very
11 clear that the primary driver for Sprint in seeking the interconnection agreement
12 with Swiftel is in support of Sprint's responsibilities to MCC. In addition, Sprint
13 may also provide its own retail services in the future. The issues Sprint has
14 encountered with rural ILECs ("RLECs") generally stem from Sprint's attempts
15 to include a definition of End User that accommodates both the scenarios I've
16 identified. Therefore, it is imperative to Sprint that the definition explicitly cover
17 both situations so as to eliminate any potential future disputes with regards to the
18 scope of the interconnection agreement.

19
20 **Q. Mr. Adkins states that MCC was never a party to the negotiations (Adkins at**
21 **3). Was it necessary for MCC to be involved?**

22 A. No. MCC is not a party to the interconnection agreement nor should it be. It is
23 Sprint's end office switch that will interconnect with Swiftel. Sprint is solely

1 responsible for the interconnection functions. Sprint is solely responsible for any
2 intercarrier compensation issues resulting from the interconnection. All telephone
3 numbers, whether ported to or from Swiftel or newly assigned, are Sprint numbers
4 that will reside on Sprint's end office switch. Finally, any issue pertaining to any
5 term or condition included in the interconnection agreement between Sprint and
6 Swiftel is Sprint's responsibility. Therefore, Sprint is the correct and only party
7 to the interconnection agreement with Swiftel.

8
9 Sprint is operating with this business model in 31 states serving over 1.5 million
10 subscribers with approximately 50 RLECs, all RBOCs and most tier two
11 independent telephone companies. Not a single interconnection agreement
12 between Sprint and an ILEC includes any of the 12 cable companies as a party to
13 the agreement. In addition, as I will discuss in more detail later, it is not possible
14 for Swiftel to interconnect with MCC.

15
16 **Q. Mr. Adkins states that Sprint "only requested 251(a) interconnection"**
17 **(Adkins at 3). Is this statement consistent with correspondence signed by**
18 **Mr. Adkins to Sprint in regards to Sprint's request for interconnection?**

19 A. No. Attachment JRB-4 of my Direct Testimony included several pieces of
20 correspondence between Sprint and Swiftel. Included in that correspondence
21 were three letters from Mr. Adkins to Mr. Jack Weyforth, Sprint's initial
22 negotiator, in which Mr. Adkins acknowledged Sprint's request for negotiation

1 pursuant to Sections 251(a) and 251(b). I will not attach the letters again, but I
2 will provide quotes from the letters sent by Mr. Adkins to Mr. Weyforth.

3 Letter dated December 1, 2005 addressed to Jack Weyforth signed by W.
4 James Adkins:

5
6 "On November 10, 2005, Brookings Municipal Utilities d/b/a Swiftel
7 Communications (Swiftel) received a 'Request for Interconnection' from
8 Sprint Communications Company L.P. (Sprint) seeking negotiation for
9 interconnection as a competitive local exchange carrier pursuant to
10 Section 251(a) and various parts of Section 251(b), including Section
11 251(b)(2) concerning number portability, of the Communications Act of
12 1934, as amended (the Act)."

13
14 Letter dated December 14, 2005 addressed to Jack Weyforth signed by W.
15 James Adkins:

16
17 "Brookings Municipal Utilities d/b/a Swiftel Communications (Swiftel)
18 has received your letter dated December 6, 2005, concerning Sprint
19 Communications Company L.P.'s (Sprint) request for negotiation of an
20 interconnection agreement as a competitive local exchange carrier
21 pursuant to Section 251(a) and various parts of Section 251(b) of the
22 Communications Act of 1934, as amended (the Act)."

23
24 Letter dated February 3, 2006 addressed to Jack Weyforth signed by W.
25 James Adkins:

26
27 "By letter dated December 14, 2005, Brookings Municipal Utilities d/b/a
28 Swiftel Communications (Swiftel) responded to your letter dated
29 December 6, 2005, concerning Sprint Communications Company L.P.'s
30 (Sprint) request for negotiation of an interconnection agreement as a
31 competitive local exchange carrier pursuant to Section 251(a) and various
32 parts of Section 251(b) of the Communications Act of 1934, as amended
33 (the Act)."

34
35
36 **Q. What do you make of Mr. Adkin's claim that Sprint did not include various**
37 **aspects of 251(b) even though on three separate occasions Mr. Adkins himself**
38 **signed letters to Sprint acknowledging that Sprint did request various**
39 **aspects of 251(b)?**

1 A. Mr. Adkins' testimony is not consistent with the evidence I have just presented.

2 In any event, I don't know what to make of it. Mr. Adkins may be attempting to
3 rationalize or justify the very late 251(f)(2) Suspension and Modification petition
4 that impacts 251(b) obligations. Sprint firmly believes that Swiftel's January 30,
5 2007 filing is far too late and should be rejected. As I have demonstrated, Sprint
6 and Swiftel have been negotiating an interconnection agreement that clearly
7 includes terms relative to 251(b) obligations since November of 2005. Swiftel's
8 eleventh hour filing for a suspension and modification of its obligations is an
9 abuse of the regulatory process and should not be allowed.

10
11 **III. RESPONSE TO DIRECT TESTIMONY OF LARRY THOMPSON**

12
13 **Q. What is your overall reaction to Mr. Thompson's testimony regarding the**
14 **network configuration Sprint and MCC have chosen to deploy to serve**
15 **customers in Swiftel's Brookings exchange (Thompson at 3-11)?**

16 A. My overall reaction to Mr. Thompson's testimony regarding the network
17 configuration Sprint and MCC have chosen to deploy is that it supports Sprint's
18 point - the Commission should not make a determination of whether Sprint has
19 the right to interconnect with Swiftel based on the technology being deployed in
20 the Sprint/MCC business model.

21
22 Mr. Thompson seems to be suggesting that Sprint's right to interconnect with
23 Swiftel should be based on some technical detail or details within the network. A

1 technological evaluation is not appropriate and, if applied, will not withstand the
2 test of time because technology is constantly changing. Mr. Thompson's
3 suggestion is nothing more than a red herring.

4
5 A fundamental issue in this proceeding is whether Sprint has the right to
6 interconnect with Swiftel based on the business model being deployed by Sprint
7 and MCC in Brookings which is the same business model and network
8 configuration deployed elsewhere in South Dakota. To go down the path
9 suggested by Mr. Thompson is not necessary and would be a mistake.

10
11 Mr. Thompson seems to focus on "switching," as if that should be the
12 determining factor, and whether Sprint or MCC owns a particular portion of the
13 network. Mr. Thompson's opinion that switching takes place throughout the
14 network, including Sprint's switch, supports the notion that this should not be the
15 basis for a carrier's right to interconnect. The determination of whether Sprint has
16 the right to interconnect, regardless of the network configuration should not
17 depend on whom or what device performs a switching function. The facts show
18 that Sprint and MCC own different network components. This is why Sprint
19 describes the service as being jointly provided. Without the assets of both Sprint
20 and MCC, the service would not exist.

1 **Q. If the determination of Sprint's right to interconnect should not be based on**
2 **the network configuration being deployed by Sprint and MCC, how should it**
3 **be determined?**

4 A. Sprint's right to interconnect is based on its status as a telecommunications
5 carrier, not its chosen network configuration with MCC.

7 **Q. If the party to the interconnection agreement were to be based on network**
8 **functionality, is Sprint or MCC the appropriate party to interconnect with**
9 **Swiftel?**

10 A. Sprint is the appropriate party because it is Sprint's end office switch that
11 performs the interconnection. Sprint is the interconnecting party throughout the
12 31 states where Sprint has deployed the Sprint/cable business model.

14 **Q. Even though the technical details of how the network functions do not define**
15 **Sprint's right to interconnect with Swiftel, is Mr. Thompson's understanding**
16 **of the Sprint/MCC network accurate?**

17 A. No. Mr. Thompson suggests that a MCC customer can call another MCC
18 customer without the call passing through Sprint's end office switch (Thompson
19 at 7). That is not the case. Every call to or from a subscriber must be routed
20 through Sprint's end office switch.

22 However, as I've stated before this or any other technical detail should not be the
23 determining factor in whether Sprint has the right to interconnect with Swiftel. If

1 by some chance the Commission makes a determination of Sprint's right to
2 interconnect based on the network configuration being used, there is no question
3 that Sprint's end office switch is the only connectivity to the PSTN, including the
4 interconnection with Swiftel for the exchange of local traffic. This is supported
5 by the following facts.

- 6 • The interconnection trunks connecting the Sprint/MCC network to
- 7 Swiftel connects to Sprint's end office switch
- 8 • Sprint's end office switch is identified in LERG
- 9 • All telephone numbers whether Sprint native numbers or ported
- 10 numbers reside in Sprint's end office switch
- 11 • 911 trunks connect to Sprint's end office switch
- 12 • The local routing number (LRN) that is used by the
- 13 telecommunications industry to determine the destination of a
- 14 voice call is associated with Sprint's end office switch
- 15 • The SS7 point code is associated with Sprint's end office switch
- 16 • SS7 signaling occurs at Sprint's end office switch
- 17

18 **Q. Mr. Thompson raises concern about Sprint utilizing its interconnection**
19 **trunks for another carrier's traffic (Thompson at 11-12). Please respond.**

20 A. Sprint is willing to take full responsibility for all the traffic it sends to Swiftel
21 over the local interconnection trunks. Therefore, Mr. Thompson's concerns about
22 being able to identify the proper carrier should not be an issue.

23
24 **Q. What is Mr. Thompson's primary concern with regards to Sprint's request**
25 **to utilize the interconnection trunks more efficiently?**

26 A. It appears Mr. Thompson's primary concern with regards to Sprint's request to
27 utilize the interconnection trunks more efficiently stems from a concern over
28 whether proper intercarrier compensation will be paid to Swiftel. Sprint is not
29 suggesting that there be any changes to the current intercarrier compensation

1 schemes or what Sprint would pay Swiftel or what Swiftel would pay Sprint for
2 any particular traffic type, it only desires to make the interconnection with Swiftel
3 as efficient as possible.

4
5 **Q. Has Mr. Thompson identified any technical issues why traffic cannot be**
6 **combined as Sprint is requesting?**

7 A. No. Mr. Thompson has not identified any technical reasons why traffic cannot be
8 combined as Sprint is requesting. While not directly related to what Sprint is
9 requesting because Sprint intends to take responsibility for all the traffic it
10 terminates to Swiftel, Mr. Thompson stated on page 16 of his Direct Testimony in
11 Docket No. TC06-175, the Sprint/ITC arbitration proceeding, that it is technically
12 feasible to commingle multiple carriers' traffic on interconnection trunks. This is
13 not surprising since it is common practice today to do so.

14
15 **Q. Mr. Thompson suggests that the use of factors or the contract language**
16 **contained in Section 5.6.2 suggests Sprint's approach for ensuring the proper**
17 **intercarrier compensation applies to all traffic is flawed (Thompson at 12).**

18 **Please respond.**

19 A. This is another red herring that Mr. Thompson is attempting to use to support
20 Swiftel's reluctance to provide more efficient interconnection to Sprint. First,
21 under Sprint's proposal, Swiftel can invoice Sprint based on the information
22 provided to Swiftel. If Swiftel chooses not to invoice Sprint or is unable to do so,

1 Sprint will use the information to develop the appropriate factors. This is entirely
2 up to Swiftel.

3
4 Second, Mr. Thompson is certainly aware that the use of factors is very common
5 throughout the industry. Indeed Swiftel uses them as I stated in my Direct
6 Testimony.

7
8 **Q. Mr. Thompson's also references Section 4.3 of the proposed interconnection**
9 **agreement as a basis for suggesting Sprint's proposal is flawed (Thompson at**
10 **12). How do you respond?**

11 A. Section 4.3 of the proposed interconnection agreement states that if either party
12 does not include calling party number ("CPN") and/or automatic number
13 identification ("ANI") on at least 95% of the its traffic the originating carrier
14 should pay the terminating carrier intrastate access charges. First, this language
15 protects both Swiftel and Sprint because if either carrier, as the originator of
16 traffic, does not provide CPN and/or ANI, the terminating carrier is not harmed
17 since it is allowed to invoice its highest intercarrier compensation rate, intrastate
18 access. Given Swiftel's uncertainty regarding the information Sprint says it will
19 provide, this condition should be very acceptable to them. In fact, purely from a
20 monetary perspective, they would likely prefer Sprint to never send them
21 adequate information.

1 Second, this language is common in interconnection agreements regardless of
2 whether there is any traffic other than 251(b)(5) traffic placed on the trunks. It
3 generally is used to acknowledge the fact that there are some instances when CPN
4 is not signaled, not at the fault of the carrier, but rather due to technical limitations
5 in equipment being used by end users, e.g., a PBX may not provide CPN.

6
7 Finally, Section 5.6.2 that Mr. Thompson refers to simply addresses the ability to
8 jurisdictionalize the traffic using factors due to the fact that the agreement allows
9 for multiuse and multi-jurisdictional trunks. The inability to jurisdictionalize this
10 type of traffic in a mechanized fashion could be due to factors other than the lack
11 of CPN or ANI. For example, if, as Sprint suggests, Swiftel is not able to use or
12 does not want to use the Originating Line Information Parameter (“OLIP”) to
13 segregate wireless traffic from wireline traffic a factor can be developed.

14
15 **Q. Mr. Thompson specifically mentions his concern about placing CMRS or**
16 **wireless traffic on the interconnection trunks because there is no “industry**
17 **standard” to identify the location of a wireless caller (Thompson at 12-13). Is**
18 **his concern valid?**

19 **A.** No. The fact of the matter is that the use of factors is the only way to
20 jurisdictionalize wireless traffic for the reason Mr. Thompson stated. This is
21 consistent with Swiftel’s interconnection agreement with Western Wireless in
22 Section 7.2.1. See Attachment (JRB-6). Swiftel’s agreement with Western
23 Wireless addresses Mr. Thompson’s “concern” by assigning an interMTA factor.

1 This factor, many times negotiated between the parties, identifies the portion of
2 the wireless traffic on the interconnection trunks that is not subject to 251(b)(5)
3 compensation. The portion that is covered by the factor is billed at access rates.
4 In effect, the agreement between Swiftel and Western Wireless allows for multi-
5 jurisdictional trunks and billing is accommodated through the use of factors.
6 However, when Sprint asks for this same ability, Swiftel refuses.

7
8 **Q. Mr. Thompson discusses phantom traffic and the use of common trunks and**
9 **the fact that this is an industry problem (Thompson at 13). How do you**
10 **respond?**

11 A. Mr. Thompson is obviously aware of the common practice within the industry to
12 use common trunks between a tandem provider and an end office provider. This
13 practice may create the situation whereby the terminating carrier is not able to
14 identify the originating carrier to whom termination charges should be invoiced or
15 the jurisdiction of the traffic. As Mr. Thompson states, this is an industry wide
16 concern and is before the FCC at this time as a result of the widespread use of
17 common trunks. These issues, however, do not exist here as I have explained
18 elsewhere in my testimony. Yet, Mr. Thompson suggests that it is acceptable to
19 single Sprint out in this instance by refusing it a form of interconnection used
20 throughout the industry.

21
22 **Q. Does Swiftel currently receive combined traffic over common trunks from**
23 **SDN?**

1 A. Yes. As Mr. Thompson discussed in his testimony, rural ILECs such as Swiftel,
2 receive combined traffic over common trunk groups and have difficulty
3 identifying the carrier and the type of traffic coming over those common trunk
4 groups (Thompson at 14). See Attachment (JRB-7) However, Sprint's
5 willingness to accept full responsibility for all the traffic it terminates to Swiftel
6 resolves the problem of identifying the appropriate carrier to invoice and Sprint's
7 proposal to provide SS7 parameters or billing factors resolves both of Mr.
8 Thompson's concerns, the ability to identify the correct carrier to invoice and the
9 ability to properly jurisdictionalize the traffic. Sprint's proposal is discussed later
10 in my testimony.

11
12 **Q. Will Swiftel be sending Sprint combined wireline and wireless traffic over the**
13 **same trunks that it is refusing to allow Sprint to send combined wireline and**
14 **wireless traffic?**

15 A. Yes. Although in Swiftel's response to Sprint Discovery Request 31(b) claimed it
16 did not know how its wireless affiliate would route traffic to Sprint for termination
17 and lacking any reason to believe otherwise, I believe Swiftel intends to route its
18 wireless traffic to Sprint over the interconnection trunks installed between Sprint
19 and Swiftel because this is the logical thing to do. See Attachment (JRB-7) If this
20 is the case, Swiftel would be using the very interconnection trunks it claims Sprint
21 cannot route wireless traffic over to route its own wireless traffic to Sprint. In
22 other words, Swiftel would like the trunks to be multi-use (wireless and wireline)
23 for traffic flowing from Swiftel to Sprint, but refuses to allow Sprint the right to

1 use the trunks for both wireline and wireless traffic Sprint would like to send to
2 Swiftel.

3
4 **Q. Do ILECs commonly route wireless traffic to interconnecting CLECs over**
5 **the “wireline” interconnection trunks installed between the CLEC and the**
6 **ILEC?**

7 A. Yes. Sprint operates as a CLEC in numerous states and markets and does not
8 have any interconnections directly with wireless carriers. Even so, wireless
9 carriers are able to terminate calls to Sprint by routing traffic to the ILEC who, in
10 turn, routes the traffic to Sprint over the interconnection trunks between Sprint
11 and the ILEC. It is very common for ILECs to send wireless traffic it has
12 received to terminating CLECs over the “wireline” interconnection trunks
13 installed between the ILEC and the CLEC. This suggests there should be no
14 reason why Sprint cannot do the same when it sends traffic to Swiftel. Sprint
15 goes further than ILECs by taking responsibility for the traffic and provides a
16 means to allow for proper intercarrier compensation.

17
18 **Q. Mr. Thompson identifies the type of signaling that should be required to**
19 **ensure Swiftel can properly identify and jurisdictionalize the traffic**
20 **terminating to their network (Thompson at 13-14). Please respond.**

21 A. Mr. Thompson identifies eight “fields” as he calls them that should be required to
22 ensure Swiftel can properly identify and jurisdictionalize the traffic terminating to

1 their network. I will address each of these fields identified by Mr. Thompson and
2 Sprint's comments regarding those fields in Attachment (JRB-8).

3

4 **Q. Please explain how this information contained in Attachment (JRB-8) can be**
5 **used to ensure multi-use and multi-jurisdictional traffic is appropriately**
6 **jurisdictionalized for invoicing purposes.**

7 A. The information in Attachment (JRB-8) can be used to appropriately
8 jurisdictionalize traffic on multi-use/multi-jurisdictional trunks as follows.

9

10 First, traffic must be segregated between wireless and wireline. The Originating
11 Line Information Parameter (OLIP) is used to do this. Industry standards are used
12 to distinguish between wireline and wireless traffic – 001 represents wireline
13 traffic and 461 or 462 represent wireless traffic.

14

15 The wireless traffic is jurisdictionalized just like it is today. The interMTA factor
16 determines how much of the wireless traffic should be subject to access charges
17 based on the assumption that some of the traffic is mobile and the jurisdiction
18 cannot be determined by the Calling Party Number (CPN). I believe the
19 interMTA factor used between Swiftel and Western Wireless is 3%. If such a
20 factor were used, 97% of the traffic identified as wireless traffic would be subject
21 to reciprocal compensation and 3% would be subject to access charges.

1 The traffic that is identified as wireline traffic is jurisdictionalized based on the
2 CPN and Called Party Number (CLP). Traffic identified as within the local
3 calling area would be subject to reciprocal compensation. Traffic identified as
4 outside the local calling area would be subject to access charges.
5

6 **Q. Given all you've explained regarding Sprint's desire to utilize multi-use and**
7 **multi-jurisdictional trunking, is Swiftel's position regarding Arbitration**
8 **Issue No. 3 and 4 discriminatory?**

9 **A.** Yes, in my opinion it is. Even if Sprint had not proposed a workable solution for
10 billing and identifying traffic exchanged between Sprint and Swiftel, it would be
11 discriminatory for Swiftel to accept combined traffic over common trunk groups
12 from SDN yet refuse to interconnect with Sprint because Sprint seeks to exchange
13 combined traffic with Swiftel over a common trunk group.
14

15 Additionally, Swiftel's position is hypocritical given that Swiftel, itself, will likely
16 be sending its combined wireline and wireless traffic to Sprint over the very
17 trunks Sprint is attempting to send them combined wireline and wireless traffic.
18 Even without Sprint's proposed solution, equity demands that Sprint be allowed to
19 send traffic to Swiftel in the same manner as other carriers, combined over
20 common trunk groups.
21

22 **Q. Does this conclude your rebuttal testimony?**

23 **A:** Yes.

