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June 9, 2006

VIA OVERNIGHT DELIVERY

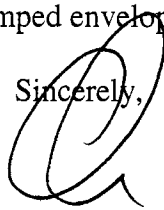
Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket Nos. 050119-TL and 050125-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Verizon Wireless are an original and fifteen (15) copies of Verizon Wireless' Post-Hearing Statement in the above referenced dockets. Please return one copy of this filing to me in the enclosed stamped envelope.

Sincerely,



Charles F. Palmer

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition by TDS Telecom d/b/a TDS Telecom/Quincy Telephone; ALLTEL Florida, Inc.; Northeast Florida Telephone Company d/b/a NEFCOM; GTC, Inc. d/b/a GT Com; Smart City Telecommunications, LLC d/b/a Smart City Telecom; ITS Telecommunications Systems, Inc.; and Frontier Communications of the South, LLC ["Joint Petitioners"] objecting to and requesting suspension and cancellation of proposed transit traffic service tariff filed by BellSouth Telecommunications, Inc.

DOCKET NO. 050119-TP

In re: Petition and complaint for suspension and cancellation of Transit Traffic Service Tariff No. FL2004-284 filed by BellSouth Telecommunications, Inc., by AT&T Communications of the Southern States, LLC.

DOCKET NO. 050125-TP

DATED: June 9, 2006

POST-HEARING STATEMENT OF VERIZON WIRELESS

In compliance with the Pre-Hearing Order (Order No. PSC-06-0244-PHO-TP) issued in this docket on March 22, 2006, Verizon Wireless respectfully submits its Post-Hearing Statement setting forth its statement of issues and positions and its legal argument in support thereof.

I. Statement of Issues and Positions

ISSUE 1 Is BellSouth's Transit Service Tariff an appropriate mechanism to address transit service provided by BellSouth?

***BellSouth's transit tariff should not affect the terms of interconnection and compensation arrangements between originating and terminating carriers. A transit provider cannot impose transit charges on a terminating carrier unless such carrier has accepted those terms in a negotiated contract because such cost allocation is inconsistent with principles of cost causation. ***

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ISSUE 2 **If an originating carrier utilizes the services of BellSouth as a tandem provider to switch and transport traffic to a third party not affiliated with BellSouth, what are the responsibilities of the originating carrier?**

***The originating carrier is responsible for delivering its traffic to BellSouth in such a manner that it can be identified, routed, and billed. ***

ISSUE 3 **Which carrier should be responsible for providing compensation to BellSouth for the provision of the transit transport and switching services?**

The originating carrier should be responsible for paying the transit charges, because it has the option to choose the most economically efficient means to deliver traffic. A terminating carrier cannot mitigate transit costs for traffic originated by a third party and received from a transit provider.

ISSUE 4 **What is BellSouth's network arrangement for transit traffic and how is it typically routed from an originating party to a terminating third party?**

***Verizon Wireless defers to BellSouth to explain BellSouth's network arrangement. ***

ISSUE 5 **Should the Commission establish the terms and conditions that govern the relationship between an originating carrier and the terminating carrier, where BellSouth is providing transit service and the originating carrier is not interconnected with, and has no interconnection agreement with, the terminating carrier? If so, what are the appropriate terms and conditions that should be established?**

The FCC's Declaratory Ruling and Report and Order in CC Docket No. 01-92 released February 24, 2005 (the "T-Mobile Decision") made it clear that the 1996 Act calls for negotiation and arbitration of direct and indirect interconnection arrangements. The Commission can only "establish" interconnection terms affecting CMRS providers pursuant to Section 252 process.

ISSUE 6 **Should the Commission determine whether and at what traffic threshold level an originating carrier should be required to forego use of BellSouth's transit service and obtain direct interconnection with a terminating carrier? If so, at what traffic level should an originating carrier be required to obtain direct interconnection with a terminating carrier?**

No. The Commission should allow carriers to make their own network engineering and economic determinations as to if and when it is appropriate to shift from indirect to direct connections. If there is a dispute between the originating and terminating carrier, the Commission may rule pursuant to section 252(c).

ISSUE 7 **How should transit traffic be delivered to the Small LEC's networks?**

Through common transport facilities at the point of interconnection between the small LEC and BellSouth.

ISSUE 8 **Should the Commission establish the terms and conditions that govern the relationship between BellSouth and a terminating carrier, where BellSouth is providing transit service and the originating carrier is not interconnected with, and has no interconnection agreement with, the terminating carrier? If so, what are the appropriate terms and conditions that should be established?**

See Response to Issue No. 5. The terminating carrier, should it desire to do so, has the right to request negotiation of an interconnection agreement with the originating carrier.

ISSUE 9 **Should the Commission establish the terms and conditions of transit traffic between the transit service provider and the Small LECs that originate and terminate transit traffic? If so, what are the terms and conditions?**

See Responses to Issue No. 5 and Issue No. 8. Further, the Commission should clarify that the originating carrier is responsible for transit fees charged by the transit service provider.

ISSUE 10 **What effect does transit service have on ISP bound traffic?**

It is technically feasible to route ISP traffic over transit facilities. Verizon Wireless does not terminate ISP traffic routed from BellSouth's transit facilities.

ISSUE 11 **How should charges for BellSouth's transit service be determined?**
(a) What is the appropriate rate for transit service?
(b) What type of traffic do the rates identified in (a) apply?

*** Verizon Wireless does not take a position as to the appropriate rate for BellSouth's transit service.***

ISSUE 12 **Consistent with Order Nos. PSC-05-0517-PAA-TP and PSC 05-0623-CO-TP, have the parties to this docket (“parties”) paid BellSouth for transit service provided on or after February 11, 2005? If not, what amounts, if any, are owed to BellSouth for transit service provided since February 11, 2005?**

Verizon Wireless has negotiated transit rates with BellSouth as a part of its interconnection agreement with them in nine states. Verizon Wireless does not have any outstanding charges due to BellSouth for transit traffic covered under these agreements.

ISSUE 13 **Have parties paid BellSouth for transit service provided before February 11, 2005? If not, should the parties pay BellSouth for transit service provided before February 11, 2005, and if so, what amounts, if any, are owed to BellSouth for transit service provided before February 11, 2005?**

See Response to Issue No. 12. Verizon Wireless does not owe BellSouth for any transit service provided before February 11, 2005.

ISSUE 14 **What action, if any, should the Commission undertake at this time to allow the Small LECs to recover the costs incurred or associated with BellSouth’s provision of transit service?**

The Commission should take no unilateral action. The Small LECs have procedural options since the T-Mobile Decision that obviate the need for generic Commission action.

ISSUE 15 **Should BellSouth issue an invoice for transit services and if so, in what detail and to whom?**

BellSouth should issue invoices for transit services to the originating carrier. The invoices should identify the minutes transited by terminating end office CLLI code.

ISSUE 16 **Should BellSouth provide to the terminating carrier sufficiently detailed call records to accurately bill the originating carrier for call termination? If so, what information should be provided by BellSouth?**

BellSouth, as the provider of transit service, should provide records to the terminating carrier that enable the terminating carrier to bill accurately the originating carrier for call termination. At a minimum, this information should include originating carrier name, originating carrier OCN, and minutes of use.

ISSUE 17 How should billing disputes concerning transit service be addressed?

***Any billing disputes should be resolved pursuant to the process outlined in the applicable interconnection agreement. ***

II. Legal Argument

Transit traffic and related billing disputes have given rise to multiple regulatory proceedings in the nine-state BellSouth region over the past couple of years since BellSouth implemented meet point billing (“MPB”). Other state commissions across the country and the FCC have initiated rulemakings or arbitrated disputes concerning the obligations of carriers for the origination and termination of traffic which is exchanged indirectly through transit services of third party LECs. Despite the fact that each transit carrier and the carriers which utilize these services have different network configurations and billing systems, the basic legal and policy issues surrounding the rates and billing arrangements applicable to transit traffic are similar. The primary issue in all of these cases is which carrier should be responsible for paying third party transit service charges.

After several state commissions rulings, certain federal appellate decisions, and FCC actions, the consensus answer to the question of who is responsible for paying the third party transit provider overwhelmingly favors imposition of this obligation on the originating carrier. This has been Verizon Wireless’ position throughout these proceedings and in the instant docket.

An ever-expanding body of law supports Verizon Wireless’ position in these consolidated dockets. The FCC issued its Declaratory Ruling and Report and Order in

the T-Mobile case, CC Docket No. 01-92, released February 24, 2005.¹ In that Order, the FCC issued a number of decisive rulings addressing the rights of small LECs to initiate and negotiate interconnection agreements for traffic exchanged indirectly through the facilities of a third party carriers, such as BellSouth in the context of this proceeding. The traffic at dispute in the T-Mobile Order was the exact traffic which is at dispute here - traffic routed indirectly in the absence of an interconnection agreement.

The core of the FCC findings was to prohibit the future imposition of wireless termination charges which were not arrived at through negotiation or arbitration under Section 252 of the 1996 Act. Through the T-Mobile Order, the FCC also amended section 20.11 of its rules to allow incumbent LECs to request interconnection from a CMRS provider and invoke the negotiation and arbitration procedures set forth in the federal Telecom Act. T-Mobile Order, at ¶¶ 14, 16. Therefore, the Small LECs may always request negotiation with originating carriers and obtain compensation under an interconnection agreement. Furthermore, if an impasse on interconnection negotiations were to develop, the Small LECs will be afforded the ability under this new section 20.11 of the FCC's rules to invoke negotiation and arbitration regardless of whether a CMRS provider submits a bona fide request.

Three state commissions have ruled within the past year that the originating carrier is responsible for third party transit charges. While these decisions are not binding on this Commission, Verizon Wireless hopes the Commission might view those decisions as persuasive authority, particularly in light of the fact that state commissions in BellSouth's region issued two of these decisions. Those three decisions are as follows:

¹ *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, CC Docket 01-92, 20 F.C.C.R. 4855, Declaratory Ruling and Report and Order (2005) ("*T-Mobile Order*").

Georgia Public Service Commission Docket No. 16772-U, Pennsylvania Public Utility Commission Docket No. A-310489F7004, and Tennessee Regulatory Authority Docket No. 03-00585.

Federal Circuit Courts of Appeal have also opined on transit traffic. First, the D.C. Circuit Court of Appeals in *Mountain Communications, Inc. v. FCC*, 355 F.3d 644 (D.C. Cir. 2004), stated as follows: “In any event, by indicating that Mountain could charge the originating carrier, [the FCC] suggested that Mountain was essentially correct in claiming that the originating carrier should bear all the transport costs.” *Id.* at 649 (emphasis in original). More recently, the Tenth Circuit issued its ruling in *Atlas Telephone Co., et al. v. Oklahoma Corporation Commission, et al.*, 400 F.3d 1256 (10th Cir. 2005). The Tenth Circuit observed that the FCC rules addressing reciprocal compensation agreements are markedly different from the access charge regime: “Under these reciprocal compensation agreements, the originating network bears the cost of transporting telecommunications traffic across [Southwestern Bell’s] network to the point of interconnection with the terminating network.” *Id.* at 1260-61. The Tenth Circuit Atlas order clearly defines that for the purposes of reciprocal compensation, the point of interconnection is located at the terminating carrier’s network. This is completely at odds with the Small LEC position that the point of interconnection must be on the Small LEC’s network. The Tenth Circuit succinctly dismissed that argument: “The [rural carriers] first contend that 47 U.S.C. § 251(c)(2) mandates that the exchange of local traffic occur at specific, technically feasible points within [the rural carrier’s] network We simply find no support for this argument in the text of the statute or the FCC’s treatment of the statutory provisions.” *Id.* at 1265. The Tenth Circuit rejected the rural

carriers' position in a footnote: "[T]he essence of their argument is that [rural carriers] cannot be forced to bear the additional expense of transporting traffic bound for a CMRS carrier across the [Southwestern Bell] network. Under their interpretation, [rural carriers] are only responsible for transport to a point of interconnection on their own network." Id. at 1265 n.9. This argument is exactly the same argument made by the Small LECs in this proceeding, and the Tenth Circuit squarely rejected it.

The Tenth Circuit's decision also addressed the FCC's decisions in the two *Texcom* cases, which have been heavily relied upon by rural carriers throughout the country. The Tenth Circuit criticized the rural carriers' arguments based on the FCC *Texcom* decision:

We likewise find that the [rural carriers'] reliance on Texcom, Inc. D/B/A Answer Indiana v. Bell Atlantic Corp. D/B/A Verizon Communications, 16 F.C.C.R. 21, 493 (2001) ("Texcom"), is unwarranted." Texcom involved "transiting traffic," i.e., traffic originating with a third party that "transits" the network of an LEC for delivery to a CMRS provider. Id. at 21,495. The FCC concluded that an LEC may charge the CMRS provider for the transport of such traffic. Id. This is, of course, in stark juxtaposition to an LEC's obligations where, as here, traffic originates with its own customers. The FCC explained that in the reciprocal compensation setting, "the cost of delivering LEC-originated traffic is borne by the persons responsible for those calls, the LEC's customers." Id. At 21,495. The Commission refused to extend this burden in the "transit" setting where LEC customers did not generate the traffic at issue. Id.

Id. at 1267 n.12.

Finally, the Tenth Circuit summarily disposed of the Small LEC contention that 47 U.S.C. § 251(c) imposes a requirement of direct connection. The Tenth Circuit emphasized: "The physical interconnection contemplated by § 251(c) in no way

undermines telecommunications carriers' obligation under § 251(a) to interconnect 'directly or indirectly.'" *Id.* at 1268 (emphasis in original).

In *Wisconsin Bell v. Bie*, 340 F.3d 441 (7th Cir. 2003), the Seventh Circuit was asked to review a Wisconsin Commission order requiring an ILEC to use the state tariff process to set rates and terms relating to interconnection with telecommunications carriers. The question presented was whether the state commission could use a state process to establish rates and terms that otherwise would be established through sections 251-252. The Seventh Circuit issued a forceful decision finding that such a state process was preempted because it "*had* to interfere with the procedures established by the federal act." *Id.* at 444 (emphasis in original). Among the Court's concerns were the creation of a "parallel proceeding" that would complicate the negotiation process, the fact that an order issued outside of section 252 could be appealed to state court, and the fact that a state-mandated outcome "short-circuits" negotiations that would otherwise occur *before* state commission involvement. *Id.* at 444-45.

For the most part, the questions at issue in this instant docket are questions that can and should be resolved between carriers as they negotiate and arbitrate under the Act. Verizon Wireless' recommendation (as discussed below) is that the Commission determine it is unnecessary and inappropriate to make broad policy in this docket and instead order parties to address interconnection, compensation, and transit traffic issues through negotiations. If necessary, unresolved issues can then be presented to the Commission in arbitration petitions. In many ways this docket is exactly the kind of "parallel proceeding" that the *Bie* Court rejected – small incumbent LECs who have chosen not to proceed to resolve issues under the Act are now seeking broad orders from

the Commission that would set terms for interconnection and impose rate structures on traffic exchanged. Such action is inconsistent with the 1996 Act, as it would impose reciprocal compensation rates upon CMRS providers outside of the limited authority the state commission has to resolve compensation disputes between CMRS providers and LECs for intraMTA traffic under section 252(b).

The 1996 Act established a framework for implementing the new requirements in sections 251 and 252 through negotiations of contractual arrangements rather than a generic regulatory process. The FCC implemented the requirements of the 1996 Act by amending its mutual compensation rules for CMRS providers and LECs. The FCC's rules set forth a clear preference for negotiation and provided an arbitration remedy, administered by the state commissions, where a LEC and CMRS provider could not arrive at a negotiated agreement. Section 252 of the 1996 Act also delegates limited authority to the state commission to approve interconnection agreements that are negotiated or arbitrated.² However, while the FCC extended certain provisions of its interconnection rules to CMRS providers, the FCC acknowledged its continuing jurisdiction under sections 201 and 332 over CMRS interconnection.³ Pursuant to sections 251 and 252, CMRS providers and LECs may voluntarily negotiate rates, terms, and conditions of interconnection and reciprocal compensation. *See* 47 U.S.C. § 252(a). Carriers that reach voluntarily negotiated agreements may depart from the FCC's rules, and the Act precludes state commissions from dictating the terms of these agreements

² *See* 47 C.F.R. § 20.11(c) ("Local exchange carriers and commercial mobile radio service providers shall also comply with applicable provisions of part 51 of this chapter.").

³ *See First Report & Order* at ¶¶ 1023, 1025 ("By opting to proceed under sections 251, 252, we are not finding that section 332 jurisdiction over interconnection has been repealed by implication, or rejecting it as an alternative basis for jurisdiction.... We note that section 332 generally precludes states from rate and entry regulation of CMRS providers, and thus differentiated CMRS providers from other carriers.").

except to ensure that they are nondiscriminatory and consistent with the public interest.

See 47 U.S.C. § 252(e)(2)(A).

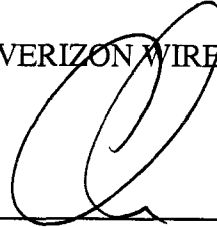
If parties do not reach agreement, the Act and FCC rules provide that either party may submit unresolved issues relating to interconnection and compensation to the state commission for arbitration. 47 U.S.C. § 252(b). The state must resolve all issues “consistently with the requirements of section 251 of [the 1996 Act], including the regulations prescribed by the [FCC].” *Id.* § 252(e)(2)(B). Any appeal of a state commission decision must be filed in federal district court. 47 U.S.C. § 252(e). This process is intended to encourage carriers to resolve issues on a negotiated basis and to seek regulatory intervention only as a last resort.

III. Conclusion

For the foregoing reasons, the Commission should order that all rates, terms, and conditions of reciprocal compensation and interconnection between originating carriers and termination carriers are subject to the negotiation and arbitration process of sections 251 and 252 of the 1996 Act, and that BellSouth’s transit tariff does not affect the terms of negotiated or arbitrated agreements. The obligation to compensate a transit traffic provider should be placed squarely on the originating carrier, because this is consistent with principles of cost causation.


Respectfully submitted, this 9th day of June 2006.

VERIZON WIRELESS



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CERTIFICATE OF SERVICE
Docket Nos. 050119-TP and 050125-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing Post-Hearing Statement of Verizon Wireless has been served by Electronic Mail and U.S. mail this 9th day of June 2006 to the following:

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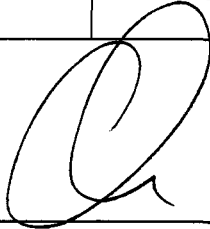
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