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June 9, 2006

BY HAND DELIVERY

Ms. Blanca Bayó, Director
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Re: Docket No. 050119/050125-TP

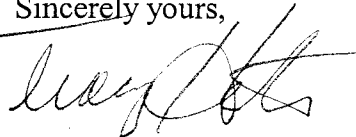
Dear Ms. Bayó:

Attached please find the Post Hearing Brief on behalf of AT&T Communications of the Southern States, LLC in the above-referenced docket. Copies of this document will be served on all parties via U.S. Mail.

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Thank you for your assistance with this filing.

Sincerely yours,



Tracy W. Hatch

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DOCUMENT NUMBER-DATE

05027 JUN-9 8

FPSC-COMMISSION CLERK

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

FILED: JUNE 9, 2006

**AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC'S
POST-HEARING STATEMENT AND BRIEF**

AT&T of the Southern States, LLC ("AT&T"), pursuant to Order No. PSC-06-0244-
PHO-TP, submits the following Post-hearing Statement and Brief.

INTRODUCTION

The purpose of this proceeding is to address the propriety of the BellSouth Telecommunications, Inc. ("BellSouth") General Subscriber Services Tariff A16.1, Transit Traffic Service (the "Transit Tariff"). Transit traffic is local and ISP-bound telecommunications traffic that originates over the network of one carrier, transits over the network of an intermediary switching carrier, then terminates on the network of a third carrier. [Tr. 59, McCallen Direct Testimony, p. 7.] The Transit Tariff establishes the rates, terms and conditions that apply when carriers receive transit service from BellSouth but have not entered into an

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FPSC-COMMISSION CLERK

agreement with BellSouth for the provision of such services. [Tr. 62, McCallen Direct Testimony, p.6.] When a carrier enters into an agreement¹ with BellSouth governing the provision of transit services, the Transit Tariff does not apply. [Tr. 62-63, McCallen Direct Testimony, pp. 6-7; Tr. 81-82, McCallen Rebuttal Testimony, pp. 2-3; Tr. 271, Guepe Direct Testimony, p.4.]

BASIC POSITION

Undisputed evidence in this proceeding demonstrates that the provision of transit services involves carrier-specific economic and network design issues. Thus, the rates, terms and conditions governing a specific carrier's use of BellSouth's transit network are most appropriately established in that carrier's interconnection agreement ("ICA") with BellSouth. The record is equally clear that the originating carrier of transit traffic is responsible for payment of any applicable transit charges. Accordingly, the Commission should encourage carriers to negotiate agreements governing transit services, and include in such agreements the concept that the originating carrier must pay for transit services received. Finally, the record shows that BellSouth's Transit Tariff applies only in the event that a carrier does not have an agreement with BellSouth for the provision of transit service. Thus, the Transit Tariff is an appropriate alternative mechanism to address transit services, but only in the event a carrier does not have an agreement with BellSouth to obtain transit service. The Transit Tariff has no impact on AT&T because AT&T's ICA with BellSouth specifically governs AT&T's use of BellSouth's transit service.

¹ In AT&T's view, such an agreement need not be an interconnection agreement ("ICA") subject to Sections 251 and 252 of the Telecommunications Act of 1996.

ISSUES, POSITIONS AND DISCUSSION

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

AT&T's Position: **BellSouth's Transit Tariff is an appropriate alternative mechanism to address transit services, but only in the event a carrier does not have an agreement with BellSouth to obtain transit service. The rates, terms and conditions that apply to AT&T's use of BellSouth's transit network are governed exclusively by AT&T's ICA with BellSouth.**

Discussion: The overwhelming evidence adduced in this proceeding demonstrates that the provision of transit services involves carrier-specific economic and network design issues. [Tr. 702, Wood Rebuttal Testimony, p. 7; Tr. 586, Sterling Direct Testimony, p. 7; Tr. 337, Watkins Direct Testimony, p. 17; Tr. 277, Guepe Direct Testimony, p. 10; Tr. 287-288.] Thus, the rates, terms and conditions governing a carrier's use of BellSouth's transit service are most appropriately addressed and established in that carrier's individually negotiated ICA with BellSouth.

Addressing transit traffic service through an individual agreement allows a carrier to tailor that service to its own network design and economic requirements. [Tr. 277, Guepe Direct Testimony, p. 10.] Moreover, encouraging carriers to enter into specific agreements governing the provision of transit service advances the Commission's long-standing policy to encourage parties to enter into negotiated agreements to bring about the benefits of a restructured telecommunications industry. *See In re: Request for approval of resale agreement negotiated by BellSouth Telecommunications, Inc. and Telephone Company of Central Florida, Inc. pursuant to Sections 251 and 252 of the Federal Telecommunications Act of 1996*, 96 F.P.S.C. 10:116, Order No. PSC-96-1251-FOF-TP (October 8, 1996).

There is no dispute that BellSouth's Transit Tariff operates as a default mechanism and would only apply in those instances where a carrier has not entered into an agreement with BellSouth, yet continues to route transit traffic across BellSouth's network. [Tr. 81-82, McCallen Rebuttal Testimony, pp. 2-3; Tr. 18-19.] AT&T currently obtains transit traffic service from BellSouth through its ICA with that company. Thus the Transit Tariff in no way applies to AT&T. [Tr. 96, lines 3-7; Tr. 271, Guepe Direct Testimony, p. 4.]

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?

AT&T's Position: **The originating carrier should be encouraged to negotiate an agreement with BellSouth for the transit services, and should be responsible for paying any applicable transit charges.**

Discussion: As discussed in Issue 1, the Commission's policy first should be to encourage the originating carrier to negotiate an agreement with BellSouth that covers transit services. [Tr. 277, Guepe Direct Testimony, p. 10.] Embodied in that agreement should be the requirement that the originating carrier is responsible for paying any applicable transit charges. The policy of requiring the originating carrier to pay transit charges is grounded in state and federal law, and entirely consistent with enduring intercarrier compensation standards in the telecommunications industry. [Tr. 66, McCallen Direct Testimony, p.10.] [Tr. 273, Guepe Direct Testimony, p.6.]

Federal and state law directly support the requirement that the originating party must pay for any applicable transit charges. For example, 47 C.F.R. § 51.703(b) which provides:

[A] LEC may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC's network.

[Tr. 586, Sterling Direct Testimony, pp. 6-7.] Moreover, at least two Federal Circuit Courts of Appeal have recently ruled that the originating carrier is responsible for transit costs. See *Atlas Telephone Company v. Oklahoma Corporation Commission*, 400 F.3rd 1256 (10th Cir. 2005) and *Mountain Communications, Inc. v. F.C.C.*, 355 F.3rd 644 (D.C. Cir. 2004).

The Florida Commission has also embraced the policy of requiring the originating carrier to pay another carrier to perform transit functions. See *In re: Implementation of LEC Toll Bill and Keep*, 86 F.P.S.C. 216, Order No. 16228 (June 10, 1986). Similarly, the public utility commissions in Tennessee and Georgia have both concluded that the originating carrier is responsible for transit charges. [Tr. 229-230, Blake Rebuttal Testimony, pp. 9-10; Tr. 272-273, Guepe Direct Testimony, pp. 5-6.]

Requiring the carrier that originates transit traffic to pay the transit service charge is not a novel idea. The concept that "the originating party pays" is in virtually all intercarrier compensation models. [Tr. 703, Wood Rebuttal Testimony, p.8.] Moreover, imposing the payment obligation on the originating carrier in a transit traffic scenario is fair because the originating carrier ultimately decides whether its traffic will transit BellSouth's network. [Tr. 585, Sterling Direct Testimony, p.6.] Thus, requiring the originating carrier – as the cost causer – to compensate an intermediary carrier that performs transit functions is entirely consistent with standard industry practice that assigns compensation responsibility based on principles of cost causation.

Finally, the testimony in this proceeding is virtually unanimous that the originating carrier should compensate BellSouth for the provision of transit service. [Tr. 70, McCallen Direct Testimony, p. 14; Tr. 82-84, McCallen Rebuttal Testimony, pp. 3-5; Tr. 105, lines 7-12;

Tr. 273-274, Guepe Direct Testimony pp. 6-7; Tr. 281-283, Guepe Rebuttal Testimony, pp. 2-4; Tr. 286, lines 3-23; Tr. 454, Gates Direct Testimony, p. 24; Tr. 518-522, Gates Rebuttal Testimony, pp. 38-40; Tr. 576, lines 2-13; Tr. 585-586, Sterling Direct Testimony, pp. 6-7; Tr. 590, lines 5-23; Tr. 591, lines 20-24; Tr. 601-603; Tr. 629-631, Pruitt Direct Testimony, pp. 19-21; Tr. 662, Pruitt Rebuttal Testimony; Tr. 677, lines 14-20; Tr. 703; Tr. 728-732, Wood Rebuttal Testimony, pp. 33-37.]

The lone dissent comes from the small LECs, whose witness provides no valid reason for the Commission to deviate from its long-standing "originating carrier pays" policy. Instead, that witness repeatedly makes unsupported claims that CLECs and CMRS providers, as the terminating carriers of transit traffic, are direct beneficiaries of transit connections and, thus, should be required to compensate BellSouth for providing transit functions. [Tr. 358-359, Watkins Direct Testimony, pp. 38-39.] Such claims have no basis in law or policy. Nor are they supported by principles of equity. In fact, that witness ignores the undisputed evidence that the Small LECs and their customers benefit equally when they terminate transit traffic originated by CLEC or CMRS providers. [Tr. 282-283, Guepe Rebuttal Testimony, pp. 3-4; Tr. 730-732, Wood Rebuttal Testimony, p.35-37; Tr. 749-750.] The Small LECs have identified not one compelling reason for the Commission to disrupt long-standing inter-carrier compensation regimes that require the originating carrier of transit traffic to pay applicable transit charges to the carrier providing the transit services.

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

AT&T's Position: **As explained in detail under Issue 2, the overwhelming evidence in this proceeding shows that the originating carrier should be responsible to pay the transit charges.**

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?

AT&T's Position: **AT&T has no position on this issue. As the network provider of transit traffic services, BellSouth is in the best position to describe how transit traffic is typically routed over its system.**

ISSUE 5: Should the FPSC 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?

AT&T's Position: **No.**

Discussion: The terms and conditions of direct and indirect interconnection involve fundamental economic and network design decisions that are carrier specific. [Tr. 277, Guepe Direct Testimony, p. 10.] Thus, it is best left to the carriers to determine the most efficient network options available for routing calls and to negotiate the associated terms and conditions. [Tr. 586, Sterling Direct Testimony, p.7.]

ISSUE 6: Should the FPSC 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?

AT&T's Position: **No.**

Discussion: Whether a carrier elects to shift from an indirect connection and establish direct trunking links with another carrier involves carrier specific engineering and economic decisions. [Tr. 278, Guepe Direct Testimony, p.11.] Indeed, the traffic volume threshold for determining when to pursue direct connection may vary from carrier to carrier. Thus, carriers should be given the opportunity to make their own network engineering and economic decisions as to whether traffic volumes warrant direct connections. [Tr. 586, Sterling Direct Testimony, p. 7.]

ISSUE 7: How should transit traffic be delivered to the small LEC's networks?

AT&T's Position: **The delivery of transit traffic to the small LECs is a network engineering decision that is best left to the parties to negotiate. Traffic should be delivered in the most economically and technically feasible manner that the carriers decide and agree upon. **

ISSUE 8: Should the FPSC 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?

AT&T's Position: **No. **

Discussion: The Commission should not dictate the terms and conditions affecting the interconnection obligations for direct and indirect connections among and between carriers. Dictating such terms and conditions would run counter to the fundamental policies of the Telecommunications Act of 1996, which are specifically designed to encourage negotiation of direct and indirect interconnection arrangements. [Tr. 586, Sterling Direct Testimony, p.7.]

ISSUE 9: **Should the FPSC 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?**

AT&T's Position: ****No.****

Discussion: As discussed above, the terms and conditions of transit traffic should be established pursuant to negotiated agreements among and between the respective carriers. [Tr. 278, Guepe Direct Testimony, p.7.]

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

AT&T's Position: ****Transit Service has no effect on ISP bound traffic.****

Discussion: The unchallenged evidence in this proceeding shows the routing of ISP bound traffic over an intermediary carrier's network has no effect on the ISP bound traffic. Moreover, it does nothing to alter the reciprocal compensation requirements imposed by the FCC. [Tr. 65, McCallen Direct Testimony, p.9; Tr. 88-89, McCallen Direct Testimony, pp. 9-10; Tr. 278, Guepe Direct Testimony, p.11.]

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?

AT&T's Position: **The rates, terms and conditions for the provision of transit service should be those negotiated by the specific carrier and BellSouth and set forth in an agreement between the carrier and BellSouth.**

Discussion: As discussed in detail in Issue 1, the rates, terms and conditions governing a carrier's use of BellSouth's transit service are most appropriately addressed and established in that carrier's individually negotiated agreement with BellSouth. Likewise, the type of traffic to which transit rates should apply is best determined through negotiation between the respective carriers. [Tr. 277, Guepe Direct Testimony, p. 10 ; Tr. 287-288 ; Tr. 337, Watkins Direct Testimony, p. 17; Tr. 586, Sterling Direct Testimony, p. 7 ; Tr. 702, Wood Rebuttal Testimony, p. 7.] Absent an agreement between the carrier and BellSouth, the charges for transit service should be established by the Transit Tariff. However, in no way should the Transit Tariff supersede an existing ICA between the parties that governs the rates, terms and conditions for transit service. [Tr. 277, Guepe Direct Testimony, p. 10 ; Tr. 287-288.]

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?

AT&T's Position: **AT&T has no knowledge of any other parties' transit traffic relationship or financial obligations to BellSouth. AT&T's ICA with BellSouth provides the rates terms and conditions for the provision of transit traffic service to AT&T, and as a result, the Transit Tariff is not applicable to AT&T. **

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?

AT&T's Position: **AT&T has no knowledge of any other parties' transit traffic relationship or financial obligations to BellSouth. AT&T's ICA with BellSouth provides the rates terms and conditions for the provision of transit traffic service to AT&T. Consequently, the Transit Tariff is not applicable to AT&T. **

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?

AT&T's Position: **No position.**

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

AT&T's Position: **The structure and format of the BellSouth's invoice for transit services should be established pursuant to negotiation between the carrier and BellSouth. AT&T's ICA with BellSouth governs the billing and payment for transit traffic.**

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?

AT&T's Position: ** No position.**

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

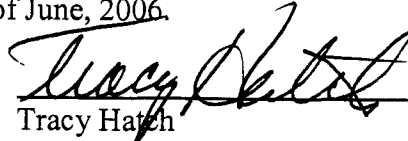
AT&T's Position: ** Billing disputes involving transit services provided by BellSouth should be resolved in accordance with dispute resolution procedures set forth in the carrier's ICA with BellSouth. Absent such an agreement, a transit traffic billing dispute involving Florida carriers should be resolved by the Commission based on the facts related to the particular situation.**

CONCLUSION

The evidence in this proceeding leaves no doubt that the rates, terms and conditions governing a carrier's use of BellSouth's transit network are most appropriately established in the carrier's ICA with BellSouth. Overwhelming evidence also shows that the originating carrier of transit traffic is responsible for paying BellSouth for any applicable transit charges. Therefore, the Commission's policy should be to encourage carriers to negotiate ICAs governing transit services, and include in such agreements the concept that the originating carrier should pay for the transit services received. Finally, the evidence is undisputed that BellSouth's Transit Tariff applies only in the event that a carrier does not have an agreement with BellSouth for the provision of transit

service. Thus, the Transit Tariff is an appropriate alternative mechanism to address transit services, but only in the event a carrier does not have an agreement with BellSouth to obtain transit service. The rates, terms and conditions that apply to AT&T's use of BellSouth's transit network are governed exclusively by AT&T's ICA with BellSouth. Accordingly, the Transit Tariff has no impact or effect on AT&T.

Respectfully submitted this 9th day of June, 2006.

A handwritten signature in black ink, appearing to read "Tracy Hatch", is written over a solid horizontal line.

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CERTIFICATE OF SERVICE

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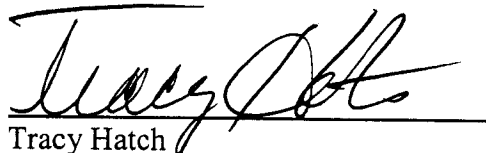
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