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BELLSOUTH

**BellSouth Telecommunications, Inc.**
**Legal Department**
1600 Williams Street
Suite 5200
Columbia, SC 29201

patrick.turner@bellsouth.com

**Patrick W. Turner**
General Counsel-South Carolina

803 401 2900
Fax 803 254 1731

May 16, 2005

Mr. Charles Terreni
Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: BellSouth Telecommunications, Inc. Transit Traffic Tariff 2005-50
Docket No. 2005-63-C

Dear Mr. Terreni:

Enclosed for filing are an original and twenty-five copies of BellSouth Telecommunications, Inc.'s Direct Testimony of Kenneth Ray McCallen in the above-referenced matter.

By copy of this letter, I am serving all parties of record with a copy of the testimony as indicated on the attached Certificate of Service.

Sincerely,

Patrick Turner

Patrick W. Turner

PWT/nml
Enclosure
cc: All Parties of Record
DM5 #585326

**DIRECT TESTIMONY OF KENNETH RAY MCCALLEN**

**ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.**

**BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**

**DOCKET NO. 2005-063-C**

**MAY 16, 2005**

**Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH"), AND YOUR BUSINESS ADDRESS.**

A. My name is Kenneth Ray McCallen. Since 1997 I have been an Industry/Independent Relations Manager for BellSouth. My business address is 600 North 19th Street, Birmingham, Alabama, 35203.

**Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.**

A. I have a Bachelor of Science degree in Electrical Engineering Technology from the University of Tennessee at Martin. Over the last 28 years, I have held a variety of positions at BellSouth, including: Outside Plant Engineer, Investment Separations Manager, Interstate Access Filing and Financial Analysis Manager, Project Manager, Pricing Manager, and Industry/Independent Relations Manager.

In my current position, I am responsible for managing BellSouth's accounts with Independent Telephone Companies, which includes negotiations and sales.

**Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

A. My testimony explains and supports BellSouth's transit tariff. In the course of my testimony, I: briefly discuss the negotiations between the parties to this docket and BellSouth's understanding of the issues that are in dispute; provide a general overview of transit traffic; provide a general overview of BellSouth's transit tariff; describe the provision of transit traffic to competitive local exchange carriers ("CLECs"); describe the provision of transit traffic to commercial mobile radios service ("CMRS") providers (wireless carriers); and describe the provision of transit service to independent telephone companies ("ICOs"). Where appropriate, I also address certain aspects of the testimony of witnesses for ALLTEL South Carolina, Inc. ("ALLTEL") and the South Carolina Telephone Coalition ("SCTC") that was filed in this docket on May 2, 2005.

## I. SUMMARY OF NEGOTIATIONS AND ISSUES IN DISPUTE

**Q. HAVE BELLSOUTH AND THE PARTIES TO THIS DOCKET ATTEMPTED TO RESOLVE THEIR DIFFERENCES?**

A. Yes. BellSouth initiated discussions about transit traffic with representatives from some of the South Carolina ICOs in July 2004. When these discussions did not yield a resolution after several months of negotiation, BellSouth advised the ICOs in December 2004 of its plan to file a transit tariff. BellSouth and the ICOs continued to work toward a mutually agreeable resolution, but those efforts were unsuccessful and, ultimately, BellSouth filed the tariff at issue in this docket (the "transit tariff") on February 2, 2005. Since that time, BellSouth and the parties to this docket have had discussions to try to resolve their differences, but to date, they have been unable to do so.

**Q. WHAT ISSUES HAVE THE PARTIES BEEN UNABLE TO RESOLVE IN NEGOTIATIONS?**

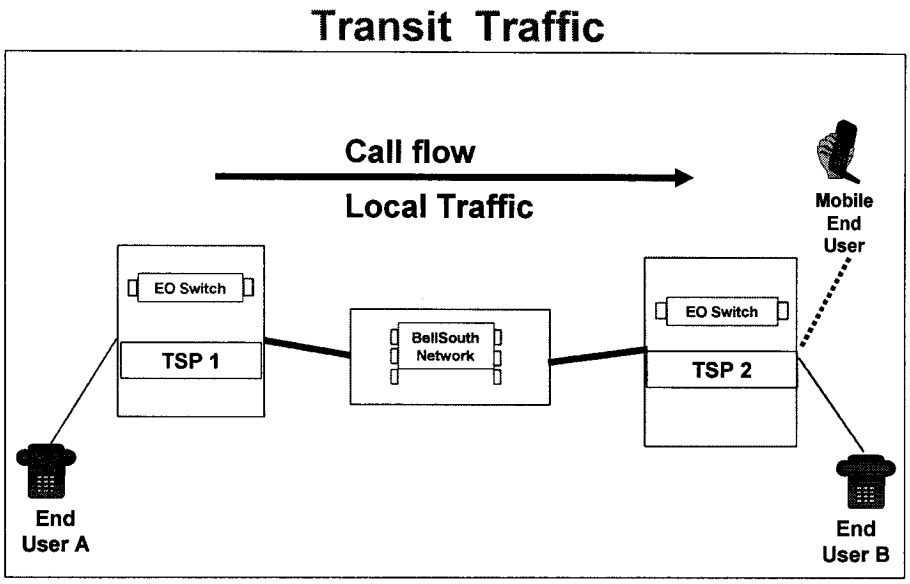
A. Based on the discussions described above, it appears that all of the telecommunications service providers ("TSP's") that are parties to this docket acknowledge that BellSouth provides a transit service and that BellSouth is entitled to be compensated for performing that service. The issues seem to be (1)

what is the appropriate amount of that compensation; and (2) who should pay BellSouth for the transit service it provides.

## II. GENERAL OVERVIEW OF TRANSIT TRAFFIC

**Q. CAN YOU PROVIDE A GENERAL OVERVIEW OF TRANSIT TRAFFIC?**

A. Yes. Generally, transit traffic is traffic that neither originates nor terminates on BellSouth's network, but that is delivered to BellSouth by the TSP that originated the traffic so that BellSouth can deliver the traffic to the TSP that will terminate the traffic. Assume, for example, that a customer of TSP 1 calls a customer of TSP 2. If TSP 1's network is not directly interconnected to TSP 2's network, TSP 1 may originate the call and deliver it to BellSouth who, in turn, will deliver the call to TSP 2 so that it, in turn, can terminate the call to its end user. The diagram below provides a pictorial description of transit traffic.




1

2 **III. GENERAL OVERVIEW OF BELLSOUTH'S TRANSIT TARIFF**

3

4 **Q. WHAT DOES BELLSOUTH'S TRANSIT TARIFF ACCOMPLISH?**

5

6 A. BellSouth's transit tariff provides a service option for TSPs that do not have a
7 contractual agreement addressing transit service in place with BellSouth and that
8 do not have direct interconnection for exchanging traffic with other TSPs.[1]
9 Although BellSouth is neither required to provide a transit function, nor required
10 to provide transit service at TELRIC rates,[2] BellSouth is willing to provide transit

[1] In some situations, a TSP with a direct interconnection with another TSP may send "overflow" traffic through BellSouth's network on a transit basis. The charges in BellSouth's transit tariff would apply to such "overflow" traffic.

[2] These legal issues will be addressed more fully in post-hearing briefs and were addressed briefly in pleadings filed on April 15, 2005, in which BellSouth cited to *Virginia Arbitration Order,* ¶ 117, 17 F.C.C.R. 27039 (FCC Wireline Competition Bureau, July 17, 2002); *and In re: Arbitration Petition of Cavalier Telephone LLC,* ¶ 38 (FCC Wireline Competition Bureau, Dec. 12, 2003).

services to TSPs because BellSouth has a ubiquitous network that is interconnected directly with most TSPs in its region. When I refer to "direct" interconnection, I mean there are trunk groups in place that connect BellSouth's network and another TSP's network.

BellSouth's business decision to provide transit service results in network efficiency and allows other TSPs to avoid the expense involved with having to establish direct connections. In other words, an ICO or a CLEC may have trunk groups in place between its network and BellSouth's network, but may not have a trunk group in place between the CLEC and the ICO that allows for the direct exchange of traffic. In order for the ICO and CLEC to exchange traffic from their respective end users, the traffic transits BellSouth's network, and the two TSPs are indirectly interconnected to one another, as illustrated in the previous diagram.

BellSouth's transit tariff allows TSPs to use BellSouth's ubiquitous network to interconnect indirectly with other TSPs. The tariff only charges the originating TSP for local transit traffic and ISP-bound transit traffic for which BellSouth is not otherwise being compensated. In other words, the tariff allows TSPs that have not negotiated alternate arrangements with BellSouth and that choose to send their originated traffic over BellSouth's network to do so at the tariffed rate.

TSPs can avoid the tariffed transit charges by either entering into direct interconnection agreements with other TSPs or by entering into alternate

arrangements for transit service with BellSouth or possibly with other TSPs that offer transit service.

**Q. CAN YOU PROVIDE ADDITIONAL DETAILS ABOUT WHAT THE TERM "LOCAL TRAFFIC" MEANS AS IT RELATES TO THE BELLSOUTH TRANSIT TRAFFIC SERVICE TARIFF?**

A. Yes. For wireline-to-wireline traffic, Local Traffic is any intraLATA circuit switched call transiting BellSouth's network that originates from and terminates to TSPs other than BellSouth, and for which BellSouth does not collect any charges from end users.[3] In this scenario, unlike the originating and terminating TSPs, BellSouth has no end user participating in the call and, therefore, BellSouth receives no compensation from any end user for the use of BellSouth's network. Instead, BellSouth receives compensation by a transit charge incorporated into a BellSouth agreement with the originating TSP or under BellSouth's transit tariff.

For wireless-to-wireless traffic, wireline-to-wireless traffic, and wireless-to-wireline traffic, Local Traffic is any circuit switched call originating from and terminating to TSPs other than BellSouth and transiting BellSouth's network that originates and terminates within the same Major Trading Area (MTA). An MTA is the FCC-authorized wireless license territory which is defined as a local service

[3] This traffic includes ICO to ICO traffic, CLEC to ICO traffic, ICO to CLEC traffic, and CLEC to CLEC traffic. For the purpose of BellSouth's tariff, "Local Traffic" includes ISP-bound traffic exchanged between TSPs through the BellSouth Network.

area for CMRS traffic in 47 C.F.R 24.202(a). This traffic includes, but is not limited to, CMRS-to-CMRS traffic, CMRS-to-ICO traffic, ICO-to-CMRS traffic, CLEC-to-CMRS traffic and CMRS-to-CLEC traffic.

**Q. PLEASE EXPLAIN WHY BELLSOUTH'S TRANSIT TARIFF INCLUDES ISP-BOUND TRAFFIC?**

A. BellSouth's tariff addresses traffic that uses BellSouth's network – traffic exchanged between two non-BellSouth TSPs. This tariff has nothing to do with reciprocal compensation that BellSouth pays to or receives from other TSPs. Likewise, SCTC witness Mr. Staurulakis's reference to EAS arrangements at pages 8 and 9 of his Direct Testimony is misleading – EAS arrangements, as he concedes, were not contemplated to include ISP-bound traffic, yet ICOs send ISP-bound traffic to BellSouth for delivery to other TSPs, and they use BellSouth's network to do so. BellSouth simply seeks compensation from TSPs that use its network. It makes no difference whether a call originates from an ICO end user, transits BellSouth's network, and is delivered to a CLEC's end user, or originates from an ICO end user, transits BellSouth's network, and is delivered to a CLEC's ISP provider. In either case, BellSouth's network has been used, and, absent the transit tariff, ICOs that have no contractual agreement addressing transit traffic with BellSouth can originate traffic that transits BellSouth's network without compensating BellSouth for the use of its network. An ICO originated call that transits over BellSouth's network, and that is bound for an ISP number served by

a non-BellSouth TSP constitutes transit traffic as certainly as would any similarly routed local voice call using the BellSouth network. Therefore, it would not be appropriate, as ALLTEL witness Jayne Eve contends at pages 5-6 of her direct testimony, to exclude ISP traffic from BellSouth's transit tariff. ICOs that send to BellSouth their originated ISP traffic are using BellSouth's network and BellSouth's service, and they should not be permitted to do so without compensating BellSouth.

**Q. UNDER BELLSOUTH'S TARIFF, WHICH TSP PAYS FOR TRANSIT SERVICE – THE TSP ORIGINATING THE TRAFFIC OR THE TSP TERMINATING THE TRAFFIC?**

A. As I mentioned earlier, the originating TSP pays for the transit service it uses under BellSouth's tariff.

**Q. IS IT APPROPRIATE TO REQUIRE THE ORIGINATING TSP TO PAY TRANSIT CHARGES?**

A. Yes. The originating TSP can choose whether to directly connect with other TSPs or to use BellSouth's transit service to send its originating traffic to those other TSPs. Requiring the originating TSP to pay transit charges, therefore, is consistent with general industry concepts regarding cost-causation, and it also is

consistent with the notion that the originating TSP pays the terminating TSP for providing the terminating service.

In addition, BellSouth's current agreements with the CLECs and CMRS carriers are consistent with the "originating party pays" concept.

Contrary to what Mr. Staurulakis suggests at page 11 of his direct testimony, BellSouth is not seeking to force ICOs to use its transit service, nor is BellSouth seeking to charge ICOs when it is not appropriate to do so. Rather, BellSouth is only seeking to be compensated when ICOs use BellSouth's network by sending ICO-originated traffic over that network. ICOs, just like other TSPs, should be responsible for paying for the services they use. Mr. Staurulakis seems to ignore completely that the SCTC member companies send their traffic to BellSouth for termination to CLEC and CMRS providers.

**Q. PLEASE COMMENT ON THE SUGGESTION BY ALLTEL WITNESS JAYNE EVE, AT PAGE 2 OF HER DIRECT TESTIMONY, THAT BELLSOUTH ALREADY HAS A SIMILAR TARIFFED SERVICE, KNOWN AS ACCESS TANDEM SWITCHING, WITH A LOWER RATE.**

A. BellSouth does have a tariffed service known as Access Tandem Switching, but that service only provides a switching function. In contrast, BellSouth's transit service provides more than just a switching function. Specifically, when an

originating TSP uses BellSouth's transit service, it uses transport from its point of interconnection ("POI") with BellSouth to BellSouth's tandem switch. An originating TSP using BellSouth's transit service also uses port/termination and switching functions at BellSouth's tandem switch.

**Q. WHAT IS THE BASIS FOR BELLSOUTH'S PROPOSED TRANSIT TARIFF RATE OF $0.003 PER MINUTE OF USE ("MOU")?**

A. As I mentioned, BellSouth performs multiple functions, not just tandem switching, for TSPs that use its transit service. BellSouth's tariffed transit rate is comparable to rates in recently negotiated agreements between BellSouth and CLECs and BellSouth and CMRS carriers for transit services. Exhibits KRM 1 and 2 are a listing of such agreements in effect in South Carolina.

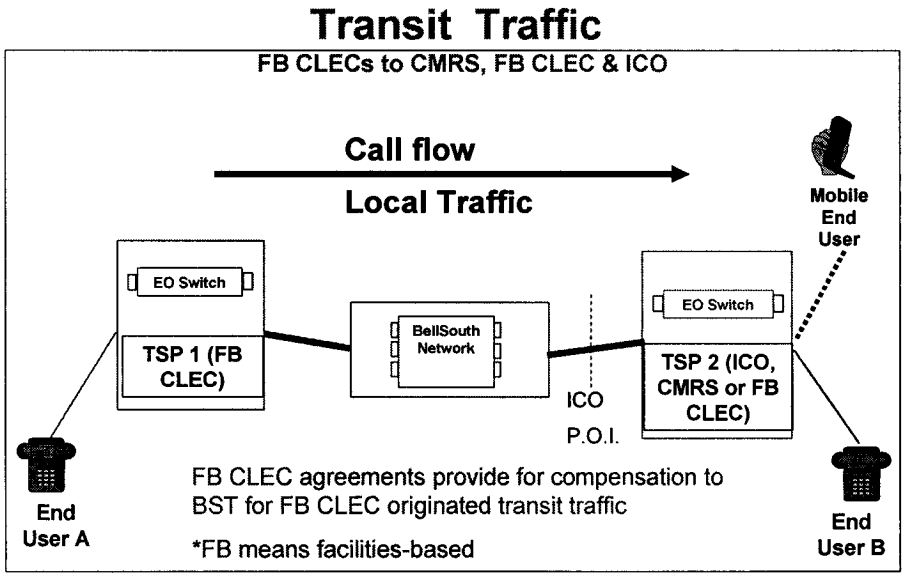
## IV. PROVISION OF TRANSIT SERVICE TO CLECS

**Q. CAN YOU BRIEFLY DESCRIBE HOW BELLSOUTH'S TRANSIT TRAFFIC SERVICE IS PROVIDED TO CLECs?**

A. Yes. All TSPs have the option of building or purchasing facilities to interconnect directly with all other TSPs with whom they may need to exchange traffic. Such arrangements may be inefficient, however, when certain TSPs only exchange a minimal amount of traffic with certain other TSPs. Most CLECs have agreed to

pay BellSouth at a rate comparable to the proposed tariff rate of $0.003 per MOU when the charges for all the functions BellSouth provides in its transit service are viewed in total. Attached as Exhibit KRM-1 is a list of approved interconnection agreements with CLECs in South Carolina. Each of the listed agreements contains a Tandem Intermediary Charge ("TIC") of $0.0025. The TIC charge is in addition to rates for tandem switching and transport.

The application of the appropriate transit service charges to CLECs are for the traffic their end users originate that transits over BellSouth's network and that terminates with non-BellSouth TSPs. The diagram below provides a pictorial description of CLEC originated transit traffic.



## V. PROVISION OF TRANSIT SERVICE TO CMRS CARRIERS

**Q. CAN YOU BRIEFLY DESCRIBE HOW BELLSOUTH TRANSIT TRAFFIC SERVICE IS PROVIDED TO CMRS (WIRELESS) CARRIERS?**

A. Yes. BellSouth provides transit services for CMRS (wireless) carriers in the same manner, and for the same reasons, that it provides this service for CLECs. Attached as Exhibit KRM-2 is a list of current agreements BellSouth has with CMRS providers in South Carolina that shows the composite transit charge per MOU.[4] Although I am not a lawyer, and although this issue will be addressed more fully in post-hearing briefs, it is my understanding that the FCC has recognized the type of transit service BellSouth provides to CMRS providers in an order released this year.[5] The application of the appropriate transit service charges to CMRS providers are for traffic their end users originate that is bound for non-BellSouth TSPs. The diagram below illustrates the call flow:

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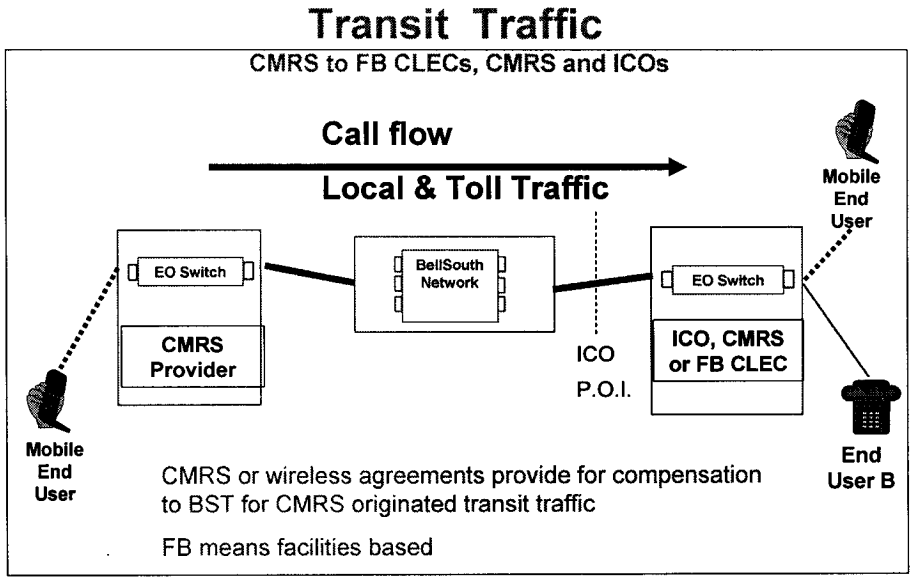
[4] Several of the agreements listed in Exhibit KRM-2 have been in place since mid-2003 or earlier, and BellSouth is actively negotiating new rates, comparable to the transit tariff rate, for these agreements.

[5] *In re: Developing a Unified Intercarrier Compensation Regime, T-Mobile et al. Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs,* Declaratory Ruling and Report and Order, CC Docket No. 01-92 (Feb. 24, 2005), ¶ 5 ("CMRS providers typically interconnect indirectly with smaller LECs via a Bell Operating Company (BOC) tandem. In this scenario, a CMRS provider delivers the call to a BOC tandem, which in turn delivers the call to the terminating LEC. The indirect nature of the interconnection enables the CMRS provider and LEC to exchange traffic even if there is no interconnection agreement or other compensation arrangement between the parties.").



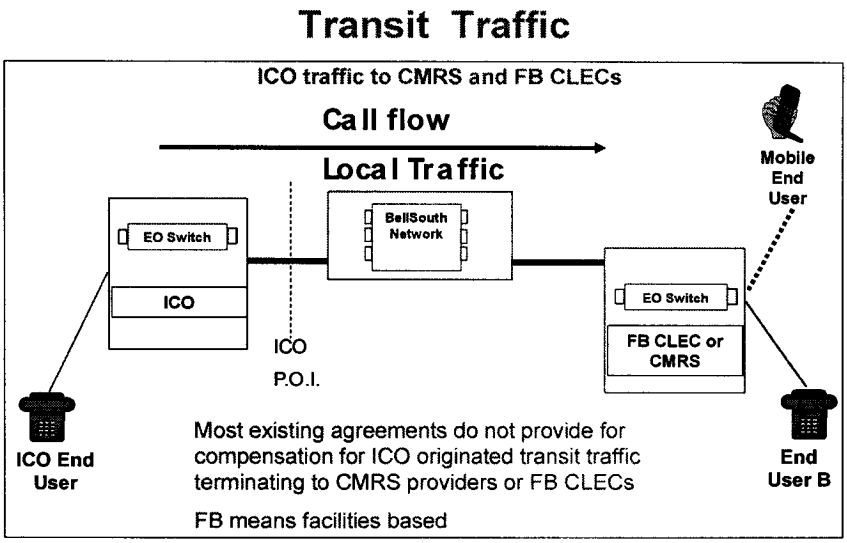

## VI. PROVISION OF TRANSIT SERVICE TO ICOS

**Q. CAN YOU PROVIDE BACKGROUND INFORMATION REGARDING THE CURRENT SITUATION BETWEEN BELLSOUTH AND THE ICOs REGARDING ICO-ORIGINATED TRANSIT TRAFFIC?**

A. Yes. BellSouth and the ICOs have been exchanging traffic between their respective company's end users (two-party traffic exchange) for many years, and the associated two-party compensation regimes and agreements have also been in place for many years. However, with the explosive growth of wireless traffic and the implementation of the Telecommunications Act of 1996, numerous other TSPs now serve end users who place calls to or who are called by the ICOs' end users. The ability to place calls to the networks of these additional TSPs is

valuable to ICOs – it allows ICO end users to place calls ubiquitously to friends, family members, and businesses that have opted to use wireless phones, or that have switched their telephone service to a CLEC. It also allows the ICO to avoid the expense of building facilities to interconnect directly with all these TSPs. The transit service functionalities and value to an ICO as an originating TSP are inherently the same as those described earlier regarding CLEC and CMRS originated transit traffic. While BellSouth is willing to provide an efficient and valuable means for ICOs to send their originated traffic bound for CLECs and CMRS providers through BellSouth's network, BellSouth is not willing to provide this service without receiving compensation for the use of its network.

It is critical to note that ICOs have chosen in the past and continue to this day to route traffic bound for other TSPs through BellSouth's network, thereby creating transit traffic. Further, as explained in more detail below, an ICO is not required to route traffic through BellSouth's network. Also, in the ICO originated, BellSouth transited, other TSP terminated traffic scenario, BellSouth has no end user from which to receive compensation for the use of its network, which is not the case for the ICO and terminating TSP. The diagram below illustrates ICO originated transit traffic.




**Q. CAN YOU EXPLAIN THE DIFFERENCE BETWEEN DIRECT AND INDIRECT INTERCONNECTION AND THE CHOICES ICOs HAVE REGARDING THEIR ORIGINATED TRAFFIC DESTINED FOR THIRD-PARTY TSPs?**

A. Yes. Although I am not a lawyer, I understand generally that Section 251(a) of the 1996 Act requires all TSPs to interconnect their networks either directly or indirectly with each other and with any TSP requesting such interconnection.

In BellSouth's view, ICOs have several interconnection choices, despite what the SCTC witness Mr. Staurulakis apparently believes (based on page 4 of his Direct Testimony). These choices include the following:

1. An ICO can directly connect with the terminating CLEC or CMRS carrier without sending its originated traffic through BellSouth. In

this scenario, the ICO and the CLEC could mutually establish direct, two-way trunk groups, thus bypassing BellSouth's network completely and avoiding the tariffed transit traffic charge; or

2. If the CLEC does not object to paying BellSouth transit charges, but the ICO does, the CLEC could elect to send its traffic to an ICO using indirect interconnection, meaning the CLEC would send its traffic to the ICO through trunk groups connected to BellSouth's network. The ICO, however, could elect to establish one-way direct trunk groups that connect the ICO's network to the CLEC's network and deliver ICO originated traffic directly to the CLEC, bypassing BellSouth's network altogether and avoiding the transit traffic charge; or

3. The ICO can deliver its local transit traffic destined for other TSPs to BellSouth (or possibly to another company that offers transit service) and pay for the transiting service it is using; or

4. An ICO could presumably decide to block calls to TSPs with whom it does not have an effective interconnection agreement/compensation arrangement and decline to originate traffic to such TSPs.

1 **Q. DOES BELLSOUTH'S TARIFF REQUIRE ANY ICO TO ESTABLISH OR**
2 **USE AN OUT-OF-SERVICE-AREA POI?**
3
4 A. No. As I explained earlier, ICOs have choices about how to route the traffic they
5 originate that is destined for a non-BellSouth TSP. If ICOs decide to route their
6 originated traffic through BellSouth's network, as they have been doing for some
7 time, rather than negotiating and implementing direct trunking and
8 interconnection with CLECs or CMRS providers, they know that the traffic
9 originates from within their own network and transits BellSouth's network
10 through the long-standing POI with BellSouth. Mr. Staurulakis' suggestion, at
11 pages 5 and 6 of his Direct Testimony, that BellSouth is somehow requiring
12 SCTC members to use an out-of-service POI is inaccurate.
13
14 The traffic originated by SCTC's members that is routed to BellSouth is destined
15 eventually for the POI between BellSouth and the intended terminating TSP.
16 ICOs are also fully aware that when they choose to originate and route the traffic
17 in this manner, they use BellSouth's network as an extremely convenient (and
18 previously unpaid) option for exchanging traffic with other TSPs. This transit
19 service allows ICO end users to call the end users of all the South Carolina CLEC
20 and CMRS providers with which BellSouth interconnects.
21

1 **Q. ALLTEL SUGGESTS THAT ICOS ARE SIMILARLY SITUATED TO AN**
2 **INTEREXCHANGE CARRIER ("IXC") WHEN USING BELLSOUTH'S**
3 **TRANSIT SERVICE. DO YOU AGREE?**
4
5 A. Contrary to what ALLTEL suggests, ICOs are similarly situated to CLECs and
6 CMRS providers that have agreed to pay BellSouth for the transit service
7 BellSouth provides them. It is only logical and fair for ICOs to pay a comparable
8 rate when BellSouth provides them with that same transit service. Further, TSPs
9 obtain value by using BellSouth's transit service, and indirect interconnection,
10 until traffic volumes grow to levels that justify the network and capital resources
11 involved with direct interconnection. Finally, originating ICOs would not send
12 their traffic over BellSouth's network if they received no value or benefit from
13 doing so.
14
15 **Q. PLEASE COMMENT OF THE STATEMENT BY ALLTEL's WITNESS**
16 **JAYNE EVE, AT PAGE 4 OF HER DIRECT TESTIMONY, THAT**
17 **BELLSOUTH HAS BEEN PROVIDING TRANSIT SERVICE UNDER A**
18 **BILL AND KEEP COMPENSATION ARRANGEMENT.**
19
20 A. I disagree with that statement. Bill and Keep is a compensation arrangement
21 intended for the originating and terminating TSPs in a situation where both TSPs
22 receive compensation from an end user. BellSouth's transit tariff applies only in a
23 three-carrier scenario (i.e., an originating TSP, BellSouth as the transit provider,

and a terminating TSP) in which BellSouth has no end user from which it receives compensation. Consequently, the cost and benefit is not roughly balanced as it is in those situations where TSPs agree to bill and keep as a reciprocal compensation mechanism. The logical outcome in the transit scenario requires the originating TSP to pay for the transit service it receives. Moreover, because BellSouth has never had an end user in a transit service arrangement, it has never provided transit service on a bill and keep basis in the past. Instead, ICOs have elected to send traffic to BellSouth and have simply not paid for using BellSouth's network.

## VII. CONCLUSION

**Q. WHAT IS YOUR RECOMMENDATION TO THE COMMISSION?**

A. The Commission should deny all complaints against BellSouth's transit tariff.

**Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

A. Yes.

**CLEC INTERCONNECTION AGREEMENTS**
**Tandem Intermediary Charge of $0.0025***

| Customer Name | Effective in States | Effective Date |
|---|---|---|
| | | |
| Airface | AL FL GA KY LA MS NC SC TN | 5/22/05 |
| ALCALL | AL FL GA KY LA MS NC SC TN | 3/20/04 |
| ALLTEL Communications, Inc. (CMRS 0047 & CLEC) | AL FL GA KY LA MS NC SC TN | 8/29/2004 |
| Alternative Phone, Inc. | AL FL GA KY LA MS NC SC TN | 5/26/05 |
| American Fiber Networks, Inc | AL FL GA KY LA MS NC SC TN | 2/5/2004 |
| AugLink | AL FL GA KY LA MS NC SC TN | 5/27/05 |
| Azul Tel Initial ICA 3Q03 Standard | AL FL GA KY LA MS NC SC TN | 6/10/2004 |
| BLC Management LLC dba Angles Communications Solutions | AL FL GA KY LA MS NC SC TN | 2/29/2004 |
| Broadband Communities of Florida, Inc. | AL FL GA KY LA MS NC SC TN | 3/20/2004 |
| Bullseye Telecom, Inc. | AL FL GA KY LA MS NC SC TN | 3/26/2004 |
| C A Networks, Inc. | AL FL GA KY LA MS NC SC TN | 5/15/05 |
| CI2, Inc | AL FL GA KY LA MS NC SC TN | 5/22/2004 |
| Communications Express Inc. | AL FL GA KY LA MS NC SC TN | 1/10/2004 |
| CommPartners, LLC | AL FL GA KY LA MS NC SC TN | 3/4/05 |
| Conextel | AL FL GA KY LA MS NC SC TN | 6/10/2004 |
| Dalton Utilities | AL FL GA KY LA MS NC SC TN | 5/28/05 |
| Deland Actel, Inc. | AL FL GA KY LA MS NC SC TN | 7/15/2004 |
| DialEZ, Inc. | AL FL GA KY LA MS NC SC TN | 3/3/05 |
| EZ Communications, Inc. | AL FL GA KY LA MS NC SC TN | 1/1/2004 |
| Globe Telecommunications | AL FL GA KY SC TN | 12/17/04 |
| GulfPines Communications, LLC | AL FL GA KY LA MS NC SC TN | 5/22/05 |
| Home Telecom, LLC | SC | 1/19/05 |
| INET Communications, Inc. | AL FL GA KY LA MS NC SC TN | 7/4/2004 |
| InterGlobe Adoption | AL FL GA KY LA MS NC SC TN | 9/23/2004 |
| International Telnet | AL FL GA KY LA MS NC SC TN | 5/12/2004 |
| JCM NETWORKING | AL FL GA KY LA MS NC SC TN | 6/3/2004 |
| Kentucky Data Link | AL FL GA KY LA MS NC SC TN | 12/31/04 |
| KingTel, Inc. | AL FL GA KY LA MS NC SC TN | 6/5/2004 |
| Knology | AL FL GA KY SC TN | 12/17/04 |
| Latin America Telephone Corporation | AL FL GA KY LA MS NC SC TN | 1/1/2004 |
| Level 3 Communications, LLC | AL FL GA KY LA MS NC SC TN | 6/23/2004 |
| Midwestern Telecommunications | FL GA SC | 7/23/04 |
| NationsLine | FL GA KY LA NC SC TN | 4/7/05 |
| NationNet Communications Corporation | AL KY SC | 1/7/05 |
| Network PTS | AL FL GA KY LA MS NC SC TN | 7/15/2004 |
| Network USA | AL FL GA KY LA MS NC SC TN | 6/3/05 |
| New Access | AL FL GA KY LA MS NC SC TN | 7/16/2004 |
| Newcomm, Inc. | AL FL GA KY LA MS NC SC TN | 6/24/2004 |
| Nexus Communications, Inc. | AL FL GA KY LA MS NC SC TN | 7/9/2004 |
| OnFiber Carrier Servies, Inc. | AL FL GA KY LA MS NC SC TN | 2/25/05 |
| Quality Telephone Inc. | AL FL GA KY LA MS NC SC TN | 1/11/2004 |
| Redsquare | AL FL GA KY LA MS NC SC TN | 5/25/05 |
| Rent-A-Line | AL FL GA KY LA MS NC SC TN | 7/9/2004 |
| Ring Connection, Inc. | AL FL GA KY LA MS NC SC TN | 5/15/2004 |
| SCANA Communications | GA NC SC | 5/7/05 |
| Slappey Telephone | AL FL GA KY LA MS NC SC TN | 2/19/05 |
| Solution Telecom, Inc. | AL FL GA KY LA MS NC SC TN | 1/8/2004 |
| Southern Telecommunications Company, LLC | AL FL GA KY LA MS NC SC TN | 3/20/2004 |
| Terra Telecommunications | AL FL GA KY LA MS NC SC TN | 6/3/05 |
| The NoNa Corporation | AL FL GA KY LA MS NC SC TN | 5/13/05 |
| Think 12 Corporation d.b.a Hello Depot | AL FL GA KY LA MS NC SC TN | 3/4/2004 |
| Trans National Communications International, Inc. | AL FL GA KY LA MS NC SC TN | 3/17/2004 |
| Universal Beepers Express, Inc. | AL FL GA KY LA MS NC SC TN | 1/17/2004 |
| USA Telecommunications | AL FL GA KY LA MS NC SC TN | 5/22/05 |
| Unicom | AL FL GA KY LA MS NC SC TN | 6/3/05 |
| WorldTel | AL FL GA KY LA MS NC SC TN | 5/8/05 |
| WorldxChange Corp. dba Acceris | AL FL GA KY LA MS NC SC TN | 2/4/2004 |
| Your Communication Connection Group, Inc. | AL FL GA KY LA MS NC SC TN | 1/1/2004 |

* The Tandem Intermediary charge is in addition to rates for tandem switching and transport

# CMRS Interconnection Agreements in South Carolina

## Transit Traffic Rates

| CMRS Name | Transit Traffic Composite Rate | Effective Date(s) |
|---|---|---|
| US Cellular | 0.003000 | 11/3/2004 |
| Alltel Communications, Inc. | 0.002500 | 8/29/2004 |
| Alltel Communications, Inc. | 0.003000 | 9/1/2005 |
| T-Mobile | 0.002000 | 5/1/2003 |
| Triton | 0.002000 | 8/15/2002 |
| Cingular | 0.002000 | 6/14/2001 |
| Verizon Wireless | 0.002000 | 7/15/2002 |
| Nextel | 0.002000 | 6/14/2001 |
| Sprint PCS | 0.002000 | 1/1/2001 |
| Action Communications | 0.002000 | 11/1/1999 |
| South Carolina Phone LLC | 0.002000 | 11/1/1999 |
| Hargray | 0.002000 | 4/1/1998 |

STATE OF SOUTH CAROLINA )
) CERTIFICATE OF SERVICE
COUNTY OF RICHLAND )

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. ("BellSouth") and that she has caused BellSouth Telecommunications, Inc.'s Direct Testimony of Kenneth Ray McCallen in Docket No. 2005-63-C to be served upon the following this May 16, 2005:

F. David Butler
Senior Counsel
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC)
**(U. S. Mail and Electronic Mail)**

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SC PUBLIC SERVICE COMMISSION

Jocelyn G. Boyd, Esquire
Staff Attorney
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
**(U. S. Mail and Electronic Mail)**

Joseph Melchers
Chief Counsel
S.C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
**(U.S. Mail and Electronic Mail)**

Florence P. Belser, Esquire
General Counsel
Office of Regulatory Staff
Post Office Box 11263
Columbia, SC 29211
**(U. S. Mail and Electronic Mail)**

Frank R. Ellerbe, III
Bonnie D. Shealy
Post Office Box 944
Columbia, SC 29202
(SCCTA, SECCA)
**(U. S. Mail and Electronic Mail)**

John J. Pringle, Jr.
ELLIS, LAWHORNE & SIMS, P.A.
P. O. Box 2285
Columbia, SC 29202
AT&T Communications of the Southern States, LLC
**(U. S. Mail and Electronic Mail)**

Gene V. Coker
Suite 4W32
1230 Peachtree Street NE
Atlanta, Georgia 30309
AT&T Communications of the Southern States, LLC
**(U. S. Mail and Electronic Mail)**

M. John Bowen, Jr.
Margaret M. Fox
McNair Law Firm, P. A.
Post Office Box 11390
Columbia, SC 29211
SCTC
**(U. S. Mail and Electronic Mail)**

Scott Elliott, Esquire
Elliott & Elliott, P.A.
721 Olive Street
Columbia, South Carolina 29205
Sprint
**(U. S. Mail and Electronic Mail)**

William R. Atkinson
3065 Cumberland Circle, SE
Mailstop GAATLD0602
Atlanta, Georgia 30339
Sprint
**(U. S. Mail and Electronic Mail)**

Robert D. Coble, Esquire
Nexsen Pruet, LLC
1441 Main Street, Suite 1500
Columbia, South Carolina 29201
ALLTEL
**(U. S. Mail and Electronic Mail)**

Nyla M. Laney

DM5 # 574127