

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the :
Petition of Intrado :
Communications, Inc. for :
Arbitration Pursuant to :
Section 252(b) of the :
Communications Act of : Case No. 08-537-TP-ARB
1934, as Amended, to :
Establish an :
Interconnection Agreement :
with Cincinnati Bell :
Telephone Company. :

- - -

PROCEEDINGS

before Mr. L. Douglas Jennings, Hearing Examiner, and
Mr. Chris Kotting, Mr. Mick Twiss, and Ms. Lori
Sternisha, Panel Members, at the Public Utilities
Commission of Ohio, 180 East Broad Street, Room 11-C,
Columbus, Ohio, called at 9:30 a.m. on Wednesday,
July 30, 2008.

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VOLUME II

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1 Wednesday Morning Session,

2 July 30, 2008.

3 - - -

4 EXAMINER JENNINGS: Back on the record.

5 We have reconvened at 9:30 in the morning. Mr. Hicks

6 has been excused, and Mr. Hart may call his next

7 witness.

8 MR. HART: Cincinnati Bell calls Gary

9 Peddicord.

10 EXAMINER JENNINGS: Mr. Peddicord, would

11 you please raise your right hand?

12 (Witness sworn.)

13 EXAMINER JENNINGS: Thank you.

14 - - -

15 GARY R. PEDDICORD

16 being first duly sworn, as prescribed by law, was

17 examined and testified as follows:

18 DIRECT EXAMINATION

19 By Mr. Hart:

20 Q. Would you state your name for the record?

21 A. Gary Peddicord.

22 Q. Do you have with you what's been marked

23 as Cincinnati Bell Exhibit 8?

24 A. Yes, I do.

1 Q. And is that prefiled testimony that
2 you've caused to be prepared in this case?

3 A. Yes, it is.

4 Q. If I were to ask you the questions in
5 that testimony, would you give the same answers?

6 A. Yes, I would.

7 MR. HART: We'd tender Mr. Peddicord for
8 cross-examination and move for the admission of
9 Exhibit 8.

10 EXAMINER JENNINGS: You may proceed.

11 MS. KISER: Thank you.

12 - - -

13 CROSS-EXAMINATION

14 By Ms. Kiser:

15 Q. Good morning, Mr. Peddicord.

16 A. Good morning.

17 Q. On page 9 of your testimony where you
18 discuss Issue 2 concerning the point of
19 interconnection for the exchange of 911 calls --

20 A. Yes.

21 Q. -- between CBT and Intrado customers, the
22 911 public safety providers, you're referring to the
23 911 public safety service providers, correct?

24 A. Yes.

1 Q. That's who the service is provided to?

2 And on page 12, lines 5 through 7, you
3 state that your interconnection trunks with
4 neighboring ILECs cross service area boundaries; is
5 that correct?

6 A. Yes.

7 Q. And on line 7 through 9, that the
8 exchange of emergency telecommunications traffic
9 between adjacent ILECs involves the delivery of
10 traffic outside one of the ILEC's local service
11 territory, correct?

12 A. Yes.

13 Q. So when you interconnect with carriers
14 who do not compete with Cincinnati Bell Telephone,
15 Cincinnati Bell Telephone goes outside its local
16 service area; is that correct?

17 A. Yes.

18 Q. And on page 16 of your testimony, lines
19 12 through 14, am I correct that it's Cincinnati Bell

20 Telephone's position that there is no reason to treat
21 traffic to a PSAP that may be served by Intrado any
22 differently than traffic to a PSAP served by an
23 adjacent ILEC?

24 A. That's correct.

1 Q. And page 17, lines 19 through 20, you
2 reference 15 interconnection agreements. You're
3 referring to 251 interconnection agreements?

4 A. Yes.

5 Q. Do any of those competitors that you have
6 251 agreements with offer 911 services to public
7 service answering points?

8 A. Not to my knowledge.

9 Q. Do you know if in the Cincinnati Bell
10 territory any of the competitors offer 911 services
11 to public service answering points?

12 A. Not to my knowledge.

13 Q. How many tandems does Cincinnati Bell
14 have in its Ohio service territory?

15 A. We have one, one tandem.

16 Q. And does that tandem also serve as the
17 selective router?

18 A. Yes, it does.

19 Q. And how many end offices does Cincinnati

20 Bell have that interconnect with that tandem?

21 A. I don't know the exact number. I know we

22 have 56 in total in our area.

23 Q. Is that the Ohio, within the Ohio --

24 A. That's in Ohio and Kentucky, but I don't

1 know the number off the top of my head for Ohio only.

2 Q. So the one tandem serves both Kentucky
3 and Ohio?

4 A. For -- when you say "tandem," what type
5 of tandem are you referring to? Are you talking
6 about our access tandem or --

7 Q. I thought what you just said was your
8 access tandem and your selective router were the same
9 switch.

10 A. As I understand it, I'm not an engineer,
11 but our 5E or our tandem is partitioned off so that
12 at least a piece of it serves as the selective
13 router.

14 Q. So it's one machine that has a dual
15 purpose.

16 A. That's my understanding.

17 Q. Or maybe a triple purpose.

18 A. Maybe more than one, right.

19 Q. On pages 24 to 25, lines 1 through 7 --

20 wait, before we leave that, just so I understand, how

21 much of the Kentucky service territory does that

22 switch serve?

23 A. For what type of traffic?

24 Q. For 911 services traffic.

1 A. I don't know the answer to that. I know
2 we have -- in Kentucky we also have a tandem for 911
3 traffic, it's in Covington as Mr. Hicks said
4 yesterday.

5 Q. Okay. And is the service territory in
6 Kentucky within the same LATA as the service
7 territory in Ohio?

8 A. Yes.

9 Q. Pages 24 to 25, you discuss whether
10 Intrado can charge for interconnection trunks because
11 such charges are to be recovered through reciprocal
12 compensation, correct?

13 A. Correct.

14 Q. And I believe you also make reference to,
15 on 24, lines 18 to 19, that a CLEC is supposed to
16 charge the ILEC the same rate under the FCC's
17 interconnection rules.

18 A. That's correct.

19 Q. What rule are you referring to there?

20 A. I don't know the exact rule. I can't

21 quote the exact rule.

22 Q. Is it the reciprocal compensation rules?

23 A. In this case the reciprocal compensation

24 rules say that you, that's the whole point of being

1 reciprocal, that you do back and forth the same rate.

2 And in this case what we're saying is that our rate
3 is zero because Intrado has agreed to bill and keep
4 for 911 traffic, so for those type of calls we would
5 not bill nor would they so in a reciprocal manner.

6 Q. And reciprocal compensation under the
7 federal Act is governed by 251(b)(5); is that
8 correct?

9 A. I don't know the exact citation, but I
10 know it's governed by 251.

11 Q. And the parties' agreement specifically
12 refers to reciprocal compensation at Section 4.7 and
13 says that they will bill and keep for transport
14 termination which 251(b)(5) addresses.

15 A. It says it's going to be, I don't have
16 the agreement in front of me but I believe it says
17 for 911 traffic it will be reciprocal, it will be
18 reciprocal for other traffic which Intrado may get
19 into at a later point. For local exchange, it does

20 not say that.

21 Q. Are you aware that the law entitles

22 carriers to charge for interconnection facilities and

23 equipment necessary to connect their networks?

24 A. Can you give me an example of what you're

1 referring to?

2 Q. Section 251(c)(2) of the Act and its
3 pricing provision, 252(d)(1), entitles carriers to
4 charge for interconnection, facilities and equipment.

5 Are you familiar with that?

6 A. I'm familiar with that, yes.

7 Q. And that's different than transport and
8 termination, isn't it?

9 A. Transport and termination is talking
10 about actually how calls are for the most part
11 terminated to a carrier, and in reciprocal
12 compensation the whole point is that the originating
13 provider will compensate the terminating provider for
14 calls that they incur on the terminating party's
15 network.

16 There are provisions in there that talk
17 about, yes, that carriers pay for facilities that
18 they order.

19 Q. So you understand that the FCC has

20 specifically, pursuant to the Act, found that

21 interconnection under 251(c)(2) refers only to the

22 linking of the two networks and only applies to

23 facilities and equipment.

24 A. I'm not sure what you're trying to get --

1 what point you're trying to make.

2 Q. Well, there's a distinction, isn't there,

3 between 251(c)(2) Interconnection Facilities and

4 Equipment and 251(b)(5), Transport and Termination,

5 and the law has reviewed this and it's well

6 understood and well established and been upheld by

7 the federal courts in recently the Eighth Circuit.

8 A. Yes, it's just talking about -- in one

9 case you're talking about how calls -- there are all

10 types of charges in the network, so it's just each

11 piece is dealing with different parts of how calls

12 are provisioned and how the network's provisioned.

13 Q. So at the top of page 25 of your

14 testimony where you say that reciprocal compensation

15 covers interconnection trunks for interconnection,

16 that's really not accurate, is it?

17 MR. HART: Object; the testimony doesn't

18 say "trunks," it says "trunk ports."

19 MS. KISER: No, excuse me, it says ". . .

20 the cost of interconnection trunks and ports."

21 MR. HART: Excuse me, I was looking at

22 the next sentence. I'm sorry.

23 THE WITNESS: I'm sorry, could you repeat

24 the question again.

1 Q. I said so at the top of page 25 of your
2 testimony where you say "Under FCC rules, the cost of
3 interconnection trunks . . . is to be recovered
4 through reciprocal compensation rates," isn't
5 accurate, is it?

6 A. Yes, it is accurate. It's a very --
7 every CLEC that we do business with, no one disputes
8 this part of our agreement and the whole process of
9 compensating -- compensation for this type of call
10 we're referring to here in reciprocal compensation
11 is, as I said before, to compensate the terminating
12 party for use of their switch. In the case of
13 Intrado, what we're saying is that we consider the
14 trunking to their router to be reciprocal
15 compensation trunks which you've agreed to in this
16 agreement, all 911 traffic would be, on the
17 reciprocal compensation basis, zero.

18 Q. Mr. Peddicord, am I correct then that CBT
19 under its pricing attachment that's been provided to

20 Intrado, there are no charges for interconnection

21 facilities or equipment?

22 A. I think, yes, as I heard the testimony

23 yesterday, I think Intrado actually doesn't

24 understand our pricing schedule or is confused in

1 some way. What I heard yesterday was that Intrado
2 was looking at interoffice facilities and today --
3 and if there's no place in our agreement other
4 than -- at the very beginning where it talks about
5 reciprocal compensation rates, which is on a
6 per-minute basis, so you will not find anything in
7 our agreement as far as reciprocal compensation when
8 we say we pay for trunks or the CLEC will pay for
9 trunks.

10 Q. Thank you. My question, though,
11 Mr. Peddicord, does CBT charge or intend to
12 charge Intrado or do they charge any competitive
13 local exchange carrier for interconnection facilities
14 and equipment pursuant to 251(c)(2) and price
15 pursuant to 252(d)(1)?

16 A. We do not charge on interconnection
17 trunks, which I think this discussion's about. We do
18 not charge for interconnection trunks.

19 Q. Thank you.

20 And with respect to charges for
21 interconnection facilities and equipment, has CBT
22 been engaged in any arbitrations regarding the
23 pricing of interconnection facilities or equipment?
24 Q. To your knowledge.

1 A. To my knowledge, I have only been in the
2 interconnection part -- I didn't initially start in
3 this business and there were some arbitrations at the
4 very beginning which, you know, it may or may not
5 have come up there.

6 Q. Thank you.

7 A. I think at that time nearly everything
8 was, you know, the agreements were -- everything was
9 new, so a lot of things were arbitrated at the very
10 beginning. And that's one of the points here that
11 we've made in my testimony is that this agreement
12 essentially was given to us initially by a CLEC, so a
13 lot of the terms that are in the agreement, in fact
14 some that Intrado's questioning, were presented to us
15 by a CLEC in anticipation that that may occur, so
16 it's something that they wanted in the agreement;
17 we've never taken it out because it's not something
18 that really one way or the other would affect us. It
19 was something the CLEC may want, not us.

20 Q. This is Cincinnati Bell Telephone's

21 template though, correct?

22 A. Well, originally it started out, and

23 again I wasn't there, but I understand the history is

24 that the first CLEC that came in to ask us for

1 interconnection brought a template to us and so from
2 that time on we have essentially worked from that
3 template.

4 Q. This is the contract that CBT --

5 A. That we are using today.

6 Q. -- gives to competitors, correct?

7 A. Yes, that we have today, but it
8 originated from a CLEC.

9 Q. Because you liked the template.

10 A. Well --

11 Q. Presumably.

12 A. No. At the time it was -- I don't know
13 whether we liked it or not, but at the time
14 everything was new, it was -- it didn't matter which
15 side of the fence you were on, everything was new so
16 you had to start somewhere and it was a template
17 developed and we kind of worked from that point and
18 up to today we're using basically that same
19 agreement.

20 Q. For the past --

21 A. Ten years.

22 Q. -- twelve years.

23 A. Ten or 12 years, right.

24 Q. On page 25 you indicate that CBT does not

1 charge PSAPs for 911 selective routing service; is

2 that correct?

3 A. That's correct.

4 Q. Are you familiar with CBT's Exchange

5 Services Tariff PUCO No. 1?

6 A. Yes.

7 Q. Section 17 of that tariff contains the

8 terms and conditions for emergency number services.

9 I believe a E911 customer under that tariff is a

10 municipality or other state, local government unit;

11 is that correct?

12 A. I'm not that familiar with it to say, but

13 if you're reading directly from there, I'd say that's

14 correct.

15 Q. Okay. Subject to check.

16 A. That's fine.

17 Q. And this E911 customer, the municipality,

18 is entitled to subscribe to the emergency numbering

19 services, correct?

20 A. Yes.

21 Q. So the charges for the selective routing
22 that are set forth at page 9 of the tariff under
23 section 17 are paid by the E911 customer; is that
24 correct?

1 A. I'd have to look at the document to see
2 what you're referring to.

3 MS. KISER: I don't have an extra copy
4 for you, I was just going to show him, but I'm sure
5 it's a matter of public record, the recent tariff --

6 EXAMINER JENNINGS: Okay.

7 MS. KISER: -- filed by Cincinnati Bell.

8 And I referred to page 9 of the tariff
9 which contains the charges for selective routing.

10 MR. HART: Which page are you on?

11 MS. KISER: Page 9.

12 MR. HART: Okay.

13 Q. (By Ms. Kiser) So the charges for
14 selective routing, your testimony says you don't
15 charge the PSAP, but indeed you have -- Cincinnati
16 Bell has a tariff for emergency number services and
17 the customer, the E911 customer, is a municipality
18 and the municipality is required to pay charges for
19 selective routing, correct?

20 A. My understanding of this tariff is that
21 it was -- it's a fairly old tariff, I don't know how
22 many years, but with the onset of 911 services the
23 tariff was developed, it's my understanding that we
24 do not charge these. We do charge the 12-cent charge

1 per end-user in lieu of these charges.

2 Q. So the E911 customer is charged

3 nothing --

4 A. The PSAP is -- the PSAP is not, to my

5 knowledge, charged anything today. We have the

6 tariff, the tariff is out there as you provided here,

7 but as far as I know we do not present any charges to

8 any PSAP.

9 Q. That tariff was filed April 2008 as you

10 can see on the bottom of the tariff, issued and

11 effective, so you have a tariff on file for charges

12 to the E911 customer that's the municipality that

13 manages the PSAPs and there are charges for selective

14 routing but you do not charge those; is that correct?

15 A. We do not charge them in the reference of

16 the April 2nd filing. I do not work in our

17 tariffing group, but I do know that we changed the

18 structure of our tariffs this year, not only this

19 tariff but other tariffs, and I think that's why it

20 has the current date on it.

21 Apparently they left that intact, but the

22 question regarding what we charge, we do not charge

23 PSAPs for any of the charges on this page.

24 Q. And you do not charge the E911 customer

1 for anything.

2 A. When you say "customer" --

3 Q. The customer referred to and defined in
4 your tariff.

5 A. The PSAP here.

6 Q. No, the municipality that manages the
7 PSAPs.

8 A. The municipality, we do not, we charge
9 the 12-cent charge that's in the --

10 Q. To the subscribers?

11 A. To the subscribers, right.

12 Q. And that's the only charge?

13 A. That's the only charge I'm aware of.

14 MS. KISER: Thank you, Mr. Peddicord. I
15 have no further questions.

16 - - -

17 EXAMINATION

18 By Mr. Kotting:

19 Q. Good morning, Mr. Peddicord.

20 A. Good morning.

21 Q. As you probably already know, I'm Chris

22 Kotting, and I'm part of the review team here. A few

23 of my questions are in regard to your understanding

24 of statements made in Mr. Hicks' testimony. Are you

1 familiar with Mr. Hicks' testimony? Have you read

2 it?

3 A. Yes, sir.

4 Q. Okay. On page 36 and 37 of Mr. Hicks'

5 testimony --

6 A. Is it okay if I get a copy?

7 Q. Oh, certainly.

8 A. I think I have one.

9 Sorry, page?

10 Q. Thirty-six and 37. Line 22 on page 36

11 through line 1 on page 37.

12 A. Yes.

13 Q. In there he states that CBT is proposing

14 in section 3.8.2 to charge Intrado for trunking to

15 CBT's selective router. He states that it is

16 possible that that rate includes port charges. Does

17 it?

18 A. I did not do the cost study, I wasn't a

19 part of that, but it is my -- from what I know it

20 does, and that's why if you were to recover -- what I
21 was trying to explain a few minutes ago, the recovery
22 is through the termination, the reciprocal
23 compensation rate, so any costs that are associated
24 with ports would be covered through that rate.

1 Q. Okay. Looking at the actual
2 interconnection agreement itself which I don't know
3 if you have that handy.

4 A. I don't, but we have a copy here. Okay.

5 Q. Are you familiar with section 3.8?

6 A. Yes, I am, but I'd like to make sure.

7 Let me get there first.

8 Q. Okay.

9 A. Okay.

10 Q. In your opinion is section 3.8 currently
11 applicable given Intrado's current certification to
12 provide E911 termination services to PSAPs?

13 A. Are you asking -- are you saying the
14 entire section 3.8?

15 Q. Yeah.

16 A. Okay. I think it is with a couple
17 qualifications, one is there's an area -- there's
18 some question about what we say we're going to charge
19 and what we're not going to charge, as I was pointing

20 out earlier, some of this is language that was given
21 to us from CLECs, it just over the years has stayed
22 in there because 911 as far as I know, we have over
23 50 agreements as we've also said, no one's ever
24 questioned this language, so . . .

1 Q. Okay.

2 A. It's pretty much stayed the same over the
3 years.

4 Q. Let me ask you more specifically, then.

5 3.8.1 talks about CBT providing E911 service to
6 Intrado Comm's local exchange dial-tone customers.
7 Is it your understanding that that is applicable to
8 Intrado's current certification?

9 A. It's my understanding that, yes, that we
10 would be providing E911 service to their customer
11 which we've had long discussions about what a
12 customer is, and in this case the customer to me
13 means that it's the PSAP.

14 Q. I think I already know the answer to this
15 based on Ms. Kiser's questions but I'm going to ask
16 anyway. On page 24 at lines 17 through 21 --

17 A. Is that in my testimony?

18 Q. In your testimony, yes. I'm sorry.

19 A. I'm sorry, on page 24?

20 Q. Page 24, lines 17 through 21. You refer
21 to FCC rules regarding what a CLEC may charge for
22 trunks and I was wondering if you had a specific
23 citation for that.

24 A. No. In researching this I guess not --

1 being new at this process, I probably should have.

2 Q. This is just to confirm. This is just to

3 confirm what I thought I understood.

4 A. We could find it, it's just that I,

5 again, haven't done this before so I probably should

6 have and then also put it in memory so in case

7 someone asked me that question I would know the

8 answer.

9 Q. It would save me having to go dig it up.

10 A. I understand.

11 Q. Again on page 25 at lines 1 to 7 you

12 similarly refer to FCC rules regarding what's

13 included in reciprocal compensation. You don't have

14 a specific citation for there?

15 A. Not specific, no.

16 Q. Okay.

17 A. Again, our agreement, because it covers

18 200 pages and I have general knowledge of it and I

19 rely on experts, I kind of know where to go and I get

20 it when I need to. My mind's just not that good.

21 Q. It's not a problem.

22 I was under the impression that CBT had

23 two selective routers. Was I mistaken?

24 A. Hopefully I didn't confuse that. We do

1 have, to my understanding, again I'm not the
2 engineer, but we have one -- the question is what our
3 Ohio switch tandem has, so that one, it is
4 partitioned off to have and act as a selective
5 router, and then it's also my understanding we do
6 have one in Covington as well.

7 Q. Are those two selective routers redundant
8 to each other? Are they -- do they provide backup
9 for each other?

10 A. As far as I know they do. Again,
11 Mr. Fite would probably be better able to answer that
12 question than me.

13 Q. Again this is in response to one of
14 Ms. Kiser's questions; when you are interconnecting
15 with other ILECs that provide 911 services, do you
16 run lines outside of your service territory in all
17 cases, or in some instances do the other ILECs run in
18 to yours?

19 A. It's my understanding that we connect

20 router to router and I don't know if -- I assume it's

21 both ways.

22 Q. Okay. So you wouldn't know what basis

23 the decision is made for who runs a line where.

24 A. No, but again, I think Mr. Fite may know

1 the answer to that more technical end of it.

2 Q. Okay. That's fine.

3 Mr. Hicks states that issues 7, 8, and 9
4 that were identified by CBT have been resolved. Do
5 you agree?

6 A. Yes. It was more cleanup of the contract
7 wording and different things, just punctuation for
8 the most part. I mean, in a general sense.

9 Q. Okay. I'm going to go back to Mr. Hicks'
10 testimony for a moment.

11 A. All right.

12 Q. On page 36 of his testimony Mr. Hicks
13 discusses a 12-cent per end-user charge, and he
14 states that Intrado would be expected to charge its
15 end-users that and remit that money to CBT. Under
16 their current certification Intrado's only end-users
17 would be PSAPs. Does CBT intend for Intrado to
18 charge each PSAP 12 cents and remit that money to
19 CBT?

20 A. The way I understand this will work is
21 that no, we do not expect that to happen. What
22 Intrado does -- that's kind of the point of this
23 whole thing to some degree because there was a bunch
24 of -- I'm sorry, I don't want to make this a

1 long-winded thing, but we're kind of saying on some
2 of these issues they want to tell us how to do
3 certain things like terminating trunks and that type
4 of thing, and we're kind of using a practical
5 common-sense approach to this and one of them is that
6 they do whatever they're going to do once we give
7 them the traffic. If they're going to charge PSAPs a
8 charge of some sort, that's their business, it's not
9 ours to tell them what to do.

10 Our 12 cents is purely for us to bill
11 end-users like we're doing today, and we're not
12 looking to bill anyone else including Intrado or, in
13 this case it would only be Intrado and it would be,
14 if Intrado's intending to do something other than
15 that, that's their business.

16 Q. So the 12-cent per end-user item that's
17 in the pricing matrix would be charged to the end use
18 dial-tone customer who picks up the phone and
19 potentially calls 911.

20 A. Yes. And the reason the 12 cents is in
21 our agreement, I know there was some question about
22 that, at least in the pricing schedule, is just
23 because it provides information to CLECs, because
24 that's what we present to them as being our prices

1 for interconnection. And the 12 cents is something
2 that their end-users will pay. So it's just
3 information which, if it doesn't apply to them it
4 doesn't, and in this case it does not, it's just
5 there are lots of things in that pricing schedule
6 that if you don't use it, you're not going to pay it.

7 So I think that was misrepresented
8 yesterday and in discussions we've had regarding the
9 12-cent charge.

10 Q. What is your understanding with regard to
11 what may happen with that charge if Intrado is a
12 designated provider to a given PSAP?

13 A. I think that we will continue -- there's
14 been a lot of discussion about costs, whether they go
15 away, whether they increase or that type of thing,
16 and I think we still would have costs. As far as I
17 understand this, again not being the engineer, but we
18 will have costs for, especially if the other PSAPs do
19 not subscribe to their service, we will still have a

20 database, a router, and other things. So those costs
21 really won't go away from us, so we see that we will
22 continue to charge that.

23 Now as far as how it applies to Intrado
24 and when they win customers, I think we would still

1 charge if it originates in our network and we have to
2 terminate to them, as well as the reciprocal
3 compensation type issue or the transit issue that
4 didn't come up in the questioning this morning. So
5 whatever the appropriate charge is I think we're
6 saying will still be applicable going forward.

7 Q. Okay. With regard to the trunk port
8 charges proposed by Intrado, is it your impression
9 that those charges would be incurred if Intrado was
10 required to site its point of interconnection on
11 CBT's network?

12 A. Would they charge us?

13 Q. Right.

14 A. I don't -- I have to think about that. I
15 don't think so because I think if it's on our
16 network, then I don't know how -- the whole point of
17 charging any kind of charge is to recover your cost
18 for some kind of cost that you incurred in
19 provisioning service. If it's on our network, just

20 like today, we don't charge the CLECs to connect to
21 our router today. Is that what you're suggesting,
22 that they would be on there? We don't charge CLECs
23 to do that so we wouldn't charge Intrado to do that
24 either.

1 Q. But is it your impression that Intrado
2 would be charging you a trunk port charge?

3 A. That's my impression, yes. And what
4 we're saying here is that we think those are
5 reciprocal compensation charges and that we've agreed
6 not to -- and those are recovered through reciprocal
7 compensation rates with a per-minute rate, and we've
8 agreed not to charge each other for that type of call
9 or recover ports in that manner.

10 Q. Okay. This may be something for Mr. Fite
11 because it's a bit more technical, but in the pricing
12 matrix can you give me a list or an idea at least of
13 what items in that matrix would be applicable to the
14 services that Intrado would be providing under its
15 two PSAPs under its current certification?

16 A. Not off the top of my head. I mean, my
17 main response to that is under the discussions we had
18 at this point there wouldn't be anything applicable
19 on there, if they're asking for 911 service, that

20 pricing schedule for the most part deals with UNEs
21 and providing loops and there's even probably, I
22 don't know if there's still some remnants of UNE-P in
23 that agreement which has actually gone away; I think
24 we removed all that.

1 But in discussions up to this point I
2 would say that there aren't any charges in that
3 pricing schedule that would apply to them as they
4 plan to do business today.

5 Q. You mentioned local loops. Might they be
6 purchasing local loops to connect to the PSAP?

7 A. I guess it's possible, but that to me is
8 more local interconnection which is what I think the
9 Commission carved a niche for them to -- my
10 interpretation of it is they be a competitive
11 provider of emergency service and that they would
12 have to amend their agreement to become a
13 full-fledged CLEC.

14 So, I mean, all that stuff's there, and
15 as Mr. Hicks pointed out yesterday, we only have six
16 issues out of an agreement that essentially, it's a
17 CLEC agreement. So we presented that to them, they
18 can buy loops from us, I guess they -- today they
19 could do that, yes. I guess there's this line where

20 they're not behaving as a CLEC, but even beyond that

21 we did offer the agreement up as a full-fledged CLEC

22 agreement, so . . .

23 MR. KOTTING: Okay. That concludes my

24 questions.

1 EXAMINATION

2 By Mr. Twiss:

3 Q. Good morning.

4 A. Good morning.

5 Q. Could you please turn to page 10 of your
6 testimony?

7 A. Okay.

8 Q. At line 17 you state that "... CBT has
9 no obligation to provide facilities to a selective
10 router outside its network service area." Looking at
11 that a different way, does CBT have an obligation to
12 provide facilities to a selective router inside its
13 network service area?

14 A. The EX 251 says that we have to
15 interconnect with carriers at any technically
16 feasible point. The thing that's disputed here is
17 within the network, and Intrado -- so yes, if it's
18 within our territory, yes, we do. It's just a matter
19 of where they -- and they even have the option to

20 select that point of interface or point of

21 interconnection.

22 The thing Intrado's trying to do is

23 they've used 251(c) to become a CLEC, that's fine, we

24 don't have issue with that, but they're using it as a

1 convenience so when they need it, they use it, when
2 they don't need it, they're trying to say "It doesn't
3 apply to us."

4 And I'm not a lawyer, but the one thing
5 that's clear about the Act is that "within the
6 network" means our LATA, that we have over 50
7 agreements and there are CLECs, trust me, that would
8 have taken us to task on that issue because they know
9 the rules as well as us and some of them have gone
10 through every word of our 200-page agreement, and no
11 one's ever questioned whether they have to connect to
12 us within our territory or our LATA.

13 So the answer to your question is yes, we
14 would, if it's within our network or our LATA, we
15 would have to do that.

16 Q. Now, does CBT's service territory
17 encompass the entire LATA?

18 A. The entire LATA? Yes. Well, there
19 are -- there are actually some independent companies

20 that are in our LATA if that's -- is that what you

21 mean?

22 Q. Yes.

23 A. Okay.

24 Q. So when you say "within the LATA," would

1 you be willing to interconnect outside of the service
2 area if it is inside the LATA in those fringe areas?

3 A. Well, obviously we've had discussions
4 about how we do connect with adjacent or the other
5 what I refer to as independent companies because as a
6 practical matter I think everyone has, from the onset
7 of this whole thing, realized that there was a -- it
8 was necessary to do that. But they're not CLECs,
9 they're ILECs. The rules for 251 are dealing with
10 CLECs, and so under 251 we would not have to do that.

11 You're comparing a CLEC to an ILEC, and
12 all that stuff that we do with them in our territory
13 is designed because just from a practical sense there
14 had to be a way to deal with that. But it's not in
15 the same manner that we have to do with CLECs.

16 And I think a lot of the discussion even
17 Mr. Melcher yesterday was talking about, I think
18 there was an example where the POI could be in New
19 York and the question was, well, we have everything

20 contained within our LATA so does that mean -- and I

21 think he agreed that in our case we're different.

22 I think maybe Intrado's encountered in

23 states like Texas where there are multiple LATAs,

24 there are issues there that don't really apply to

1 Cincinnati Bell's territory because of the way it's
2 designed.

3 Did that answer your question?

4 Q. Yes, it does.

5 On the same page at line 20, question and
6 answer beginning there, you say "CBT agrees that the
7 Act and FCC rules permit Intrado to designate a POI
8 or POIs on CBT's network for the exchange of
9 traffic."

10 In the scenario where Intrado is the 911
11 service provider to the PSAP, isn't the point of
12 interconnection actually on Intrado's network and not
13 on CBT's network?

14 A. I guess the point of interconnection -- I
15 don't know.

16 Q. I know there's been -- you've argued that
17 the costs on your side of the point of
18 interconnection are on you and you should engineer
19 your network on that side, which I believe was

20 starting at the demarcation point which is the

21 selective router.

22 A. Uh-huh. So your question is whether I

23 think it's on their network or our network?

24 Q. Well, I mean with your statement here

1 that the POI, that Intrado can designate a POI on
2 Cincinnati Bell's network, but it seems like in this
3 scenario that Intrado wouldn't be seeking a POI on
4 your network, it would be CBT bringing their network
5 to a point of interconnection on Intrado's network.

6 A. Well, I guess I kind of -- my view on
7 this is that any CLEC that comes into our territory,
8 everything is intuitively connected to our network
9 because we're the ones that have the network here.
10 So the POI is always on our network, not theirs.
11 We're the incumbent LEC. We're the ones that have a
12 network here and they're connecting to our network.

13 So I would view that as they are
14 connecting to us, not us connecting to them, other
15 than we're physically -- we're having to hook up to a
16 piece of equipment which is a mutual point, there has
17 to be some point where we do that, but . . .

18 Q. On page 14 of your testimony, question
19 and answer beginning at line 10, you state that "CBT

20 intends to deliver its interconnection traffic to
21 Intrado at the same POI where Intrado delivers its
22 traffic to CBT." What traffic are you referring to
23 that Intrado would be delivering to CBT?
24 A. It's my understanding that there will be

1 times when traffic has to come back to us, so at that
2 point we're just saying wherever that point is for
3 the mutual exchange of traffic, that's where we would
4 connect. And there are times when I guess Intrado
5 can send traffic back to us, that's -- again, I'm not
6 the engineer, but if there's misrouted calls or
7 something like that, I think they would have to come
8 back to us to be rerouted or things like that.

9 Q. So again, if Intrado were turning a PSAP
10 customer over, it would be them seeking
11 interconnection with CBT so CBT -- they can receive
12 your traffic, or would CBT be requesting
13 interconnection with Intrado to deliver its traffic?
14 I mean, it's your obligation to get your 911 calls to
15 the PSAP, correct?

16 A. Right. So we connect to the selective
17 router for them and that would be in this case I
18 think the point of interconnection. So most of the
19 traffic I think is going to come for our customers to

20 them because, obviously, that's the whole purpose of
21 this is to, it's a -- for the most part it's going to
22 be a one-way ticket, but it's also -- I don't have,
23 you know, I can't draw the drawings that have been
24 put up here and all that stuff and tell you

1 everything that could happen in this network, but
2 it's my understanding that there are cases where
3 traffic would go backward.

4 I think all we're trying to say here is
5 we're willing to connect at the same point that they
6 are willing to exchange traffic back to us as long as
7 it's within our network.

8 Q. So you're referring to 911 traffic then,
9 it's not --

10 A. Yes.

11 Q. -- any local exchange service they may
12 provide in the future.

13 A. And our discussions all the way up to
14 this point, I'm glad you brought that up, we have
15 only talked about 911 and we really haven't -- just
16 briefly at the very beginning when I think in the
17 first call that Mr. Hicks made to me we talked about
18 it briefly, but for the most part we've been talking
19 about 911 traffic from that point on.

20 Q. Would you please turn to page 20 of your
21 testimony? At line 3 you say "Intrado wishes to
22 require all other carriers serving that area to
23 interconnect directly with it and refuse to allow
24 them to interconnect indirectly through CBT."

1 And then if you could please look at the
2 disputed language for Issue 4, it says -- I'm sorry,
3 look at I guess Intrado's position there that it will
4 not accept third-party originated 911 service or E911
5 service traffic from CBT over trunk groups dedicated
6 to CBT-originated traffic.

7 Is it your understanding that if CBT
8 provisioned direct trunks dedicated to a CLEC that is
9 sent directly from a CBT selective router to Intrado,
10 that Intrado would not accept that traffic also, or
11 is it just the traffic that would be aggregated and
12 sent over a CBT dedicated trunk?

13 A. It's my understanding that Intrado's
14 saying to us that they do not want any originating
15 traffic sent to them unless it comes from us. There
16 was some discussion yesterday about whether
17 agreements should be struck between Intrado and the
18 other party other than CBT, but yes, which puts us in
19 a predicament because what we will do is we will pass

20 that call on.

21 It's a -- well, we would do that -- we do

22 not want to be in the business of trying to figure

23 out what someone else's traffic is supposed to do,

24 and Intrado has gone -- actually went back and forth

1 yesterday on whether they would or wouldn't accept
2 that traffic, but for all practical intents and
3 purposes we will send that traffic to them.

4 We can't get into the business of trying
5 to figure out if they have agreements with third
6 parties, which kind of surprised me because this type
7 of call, one would think, of all calls would not be
8 the one that people would be talking about blocking
9 and not accepting.

10 But yes, it's my understanding that they
11 do not want those calls. And it's all about more
12 forcing people to I think actually do business with
13 them and that type of thing more than anything.

14 Q. Is it possible for the selective router
15 to separate a CLEC's 911 traffic from CBT's traffic
16 to transport to Intrado's selective router over
17 dedicated trunks?

18 A. I don't know the answer to that.

19 Mr. Fite would probably know the answer to that.

20 Sorry to keep sending that to him.

21 Q. Well, you're answering all the questions

22 that I had for him.

23 A. Well then I need to shut up.

24 Q. Does CBT currently require CLECs to

1 establish multiple POIs on CBT's selective router?

2 A. Do we currently require them?

3 Q. Yes.

4 A. No. They have the option to do

5 multiple -- they have the option to do as many as

6 they want. For the most part CLECs in general are

7 smaller companies, they don't want to do any more

8 than they have to. I mean, they do what they need

9 to.

10 And that's the other thing about this

11 whole requiring them to do things that they don't

12 want to do, and I don't want to speak, I guess I'm

13 kind of doing it, on behalf of them, but my

14 experience with them is they consider that they don't

15 have large staffs, they don't have large budgets, and

16 they just want to get in and do business and not have

17 to duplicate effort.

18 Q. Does CBT have any end offices that are

19 served by a single PSAP?

20 A. Any end offices served by a single PSAP?

21 I've seen the chart on that. I assume so, but again,

22 Mr. Fite knows that off the top of his head.

23 Q. Maybe this question is better for him

24 also, but in those cases does the 911 traffic go

1 through CBT's selective router or do you directly

2 trunk those calls to the PSAP?

3 A. Again, I would defer to him on that. I

4 think in this case, I think it is directly trunked,

5 but he's the one who could answer that question.

6 Q. Well, I think I'll save my final question

7 for Mr. Fite also then. Thank you.

8 - - -

9 EXAMINATION

10 By Ms. Sternisha:

11 Q. Good morning, Mr. Peddicord.

12 A. Good morning.

13 Q. I just have a couple questions for you.

14 Going back to Issue 1, turn to page 8, at line 14 you

15 say "CBT does not agree that the Commission has

16 clearly determined that 'competitive emergency

17 telecommunications service' standing alone is

18 'telephone exchange service.'" Can you explain why

19 you believe it's not clear in the Commission's order?

20 A. Well, what we view here is that the
21 Commission carved out a niche for them and so in our
22 language we have exactly what they've designated or
23 at least the option that they've been given, that's
24 to be a competitive provider.

1 We think that Intrado is interpreting
2 that in a different manner and that we think the
3 Commission used it as a basis for just determining
4 whether Intrado could be a competitive 911 provider,
5 and that if -- and the whole fact that the Commission
6 also has said you're not a full-fledged CLEC, so if
7 you want to be one, then you need to come back and
8 amend your certificate to be one.

9 So apparently even the Commission had
10 some reason to do that, otherwise they would have
11 granted the entire thing to them at the time and not
12 have made them come back and do that. So I guess the
13 "standing alone" means they've just carved a niche
14 out for them to do business as a competitive
15 emergency provider today.

16 Q. So you believe if the term "telephone
17 exchange service" is adopted in the interconnection
18 agreement, that that will give Intrado greater rights
19 than you, what, believe the Commission gave them?

20 A. Well, even that, if you look at what
21 we've offered up to them, we've offered our entire
22 agreement up to them. So even as Mr. Hicks said
23 yesterday, we've even gone beyond that. It just
24 looks like what's happening here is that Intrade's

1 trying to use our agreement, which is not the right
2 venue, to try to get a clarification. I think
3 they're actually looking for a clarification of the
4 Commission rules by trying to put that language in
5 there, and our agreement isn't the venue to do that.

6 If they have a question about what the
7 Commission gave them, what authority they gave them
8 or permission to do business, then they need to go
9 back to the Commission and ask for clarity.

10 Q. So to you the words "telephone exchange
11 service" imply local dial tone or CLEC service?

12 A. It implies the whole -- there's a bunch
13 of things that go into, you know, whether you're a
14 local exchange provider, but yes, dial tone is
15 certainly one of those.

16 I think what we're -- our point here is
17 from a very practical sense why would they -- we've
18 offered up the agreement, they have almost everything
19 in there, they're going out of their way in this one

20 little piece to try to make a distinction on

21 something when we've got verbatim what the Commission

22 offered up to them.

23 And the Commission apparently had

24 something in mind when they said "Well, it's, you

1 know, this is narrow in scope and you need to come
2 back to us if you want to be a full-fledged CLEC."
3 So if they want to do that, then they need to go
4 back, or if they want a clarification, they need to
5 go back to the Commission to do that, but our
6 agreement isn't the place for that to occur.

7 Q. And speaking of if they would get amended
8 authority to provide local dial-tone service, you say
9 that the interconnection agreement contains all the
10 services that you would offer to a normal CLEC so --

11 A. Uh-huh.

12 Q. So would there need to be any changes at
13 all if they got expanded authority?

14 A. Not the way we've offered it up. That's
15 why I guess we're kind of baffled why they are even
16 trying to get that clarification in our agreement.
17 As was pointed out today, in that same section there
18 there's, at the end it says we instruct telephone
19 exchange services to offer other services, so it kind

20 of makes it broader than, you know . . .

21 Q. Earlier we were talking about the tariff

22 that you provide services to PSAP, you have your

23 rates tariffed in that, and you say you do not charge

24 PSAPs for selective routing or any other charges.

1 A. To my --

2 Q. Would that appear in a contract that you
3 would have between CBT and the county entity where it
4 would show exactly what you charge for those
5 services? Or do they just file a tariff?

6 A. I think in this case it would be by
7 another tariff. If there are charges, I'm not aware
8 of those charges because in anticipation of that
9 question being asked I asked about it and I was told
10 we do not bill for it, so all I can tell you is that
11 if for some reason we find it, then it would be news
12 to me because that's what I was told.

13 Q. But nowhere is that memorialized
14 anywhere.

15 A. No. The only way it would be
16 memorialized is on a bill, their normal bill, because
17 it's a tariffed service. Obviously it's a tariffed
18 service, as you pointed out, so anything that we have
19 that's a tariffed service would be provided on their

20 normal bill or some other miscellaneous type bill.

21 Q. Just to clarify for the record, the date

22 that's on that tariff, I think you kind of were

23 indicating that there were other tariff changes that

24 were made that probably were done at that same time,

1 and could that have been done as part of the
2 Commission's effort in the de-tariffing arena?

3 A. Yes. I'm sorry, again, I'm not the
4 tariff person, but I think we made them service
5 agreements or some service level, I don't know the
6 terminology, but it was as part -- in response to the
7 Commission's change in the way we were to file those
8 agreements and certain services.

9 Q. The last area I'd like to touch on
10 briefly is the transit traffic area for 911. Do you
11 provide transit service for any 911 traffic today
12 that you're aware of?

13 A. Not that I'm aware of, no. We do have
14 transit service with CLECs, and they fully expect to
15 pay that. There's never, to my knowledge, a question
16 on whether like we're going through here, and they
17 know that they have to pay it if it's -- if they're
18 transiting using our tandems.

19 Q. Explain to me how that works from CBT's

20 perspective. You can use the CLEC example, but would
21 the CLEC then, the terminating CLEC have to go get
22 interconnection arrangements with the originating one
23 and then also pay you for transit through a separate
24 agreement? Can you just briefly explain that?

1 A. The scenario is a CLEC, a CLEC customer
2 originates a call and if they use us to, our tandem
3 to transit that call to another party, another CLEC
4 let's say, what will happen as far as compensation
5 there is that Cincinnati Bell would bill transit
6 service for taking the call to that party. The
7 originating or the terminating parties should have an
8 arrangement where they essentially are -- the
9 arrangement would be reciprocal compensation in that
10 case.

11 So Party A should pay -- or CLEC A should
12 pay CLEC B to terminate traffic there on a reciprocal
13 compensation basis. Now, they can agree to do
14 whatever, it could be zero or it could be, you know,
15 whatever they decide it to be. So you have two
16 compensation methods, one would be the transit charge
17 to in this case the ILEC, that's CBT, the other one
18 would be a reciprocal compensation rate between CLEC
19 A and B.

20 Q. And that's what you're proposing here as
21 well? I mean, I know it's for 911 traffic, but in
22 terms of getting the agreements and the compensation,
23 that same methodology would apply?

24 A. Yes. The whole -- this is all, again,

1 our whole basis for our negotiation with them is that
2 they used 251(c) to get in or 251 rules to get into
3 this, they need to follow the 251 rules and any other
4 rules for interconnection, and those rules are, I
5 mean again, we have CLECs that, trust me, would never
6 have let us get by with this stuff going out of our
7 LATA for a POI or doing transit type things. And no
8 one's asking us to block traffic. I mean, that's --

9 Q. So that is what, if you would agree with
10 Intrado's proposal as written in the matrix, you're
11 saying that you would have to block calls.

12 A. We would -- they're putting us in a
13 position of making a decision because they don't want
14 to do something with the originating party. We
15 have -- the originating party is going to send that
16 call to us and expect us to do something with it and
17 terminate it to wherever the destination is, and so
18 Cincinnati, because a third party, Intrado, is saying
19 they don't like this or they don't want it, if things

20 don't go their way, then they want us to make the
21 decision, and we have no choice, we're in the middle.
22 So I don't think for any type of call, we
23 really don't want to be there and try to figure out
24 where it was blocked, but in this type of call the

1 person that's calling with a heart attack definitely
2 doesn't want the company figuring out whether they
3 have arrangements and whether one company is being
4 billed charges and et cetera and all the issues that
5 are around this. We would send it through. What our
6 preference would be, send it through and let Intrado
7 decide whether they want to block it or not because
8 they don't have an arrangement.

9 MS. STERNISHA: Thank you. Nothing else.

10 EXAMINER JENNINGS: Redirect?

11 MR. HART: Yes. Thank you.

12 - - -

13 REDIRECT EXAMINATION

14 By Mr. Hart:

15 Q. Let's start with that issue because we're
16 on it right now. I think you were asked about the
17 issue matrix and Intrado's position on that. Would
18 you take a look at that, the actual language that was
19 proposed in Issue 4?

20 A. Is that on --

21 Q. The issue matrix, do you have that?

22 A. Yes.

23 Q. It's actually on page 6 of the matrix,

24 it's in paragraph 3.8.7. Can you read the last

1 sentence, then I'll have a question for you.

2 A. Neither party?

3 Q. Yes.

4 A. "Neither party shall have the obligation
5 to terminate any E911 Service traffic originating
6 with a third-party service provider under this
7 Agreement."

8 Q. Now, you were asked a question about
9 Intrado's position which talked about not accepting
10 it on trunks that had the CBT traffic on them. Do
11 you interpret that sentence as limiting their
12 restriction on third-party traffic to mixing traffic
13 or was it applying to any traffic from a third party?

14 A. I read that and understand that to have
15 been any traffic.

16 Q. Okay. Thank you.

17 I guess in the reverse order let's go to
18 the 911 tariff for a minute. Do you still have that?

19 A. Yes.

20 Q. I think, just to clear up the date of the
21 tariff, you were saying that CBT had recently filed a
22 lot of tariffs to respond to the Commission's
23 de-tariffing initiative.

24 A. Yes.

1 Q. Does that mean the entire tariff changed
2 or were just parts of the tariff changed?

3 A. I'm sorry I didn't make it -- I think
4 it -- it's my understanding it was a restructuring of
5 the tariffs. The components of the tariff didn't
6 necessarily change, it was just that -- they remain
7 intact, I think it was just the way that was --

8 Q. Some of these tariff provisions may be
9 very old --

10 A. Very old.

11 Q. -- and they would have a new date.

12 A. Right.

13 Q. If you look on page No. 10 of the tariff
14 under section (5)(d), it says "Subscriber Charge."

15 A. Uh-huh.

16 Q. Is that the 12-cent charge we've been
17 talking about? It actually carries over to the next
18 page even.

19 A. Yes, it is.

20 Q. Okay. Now I want you to look on page 10,
21 paragraph (d), the last sentence.

22 A. Yes. Okay.

23 Q. Does that describe how the 12-cent rate
24 was derived?

1 A. Yes, it does.

2 Q. And look back at page 9 and I think

3 Ms. Kiser directed you to a list of charges that show

4 as charges that might be billed to a PSAP. Are those

5 the charges that were divvied up among the end-users

6 to derive the 12-cent charge?

7 A. I believe it -- yes, I do believe that's

8 what happened. I'm not . . .

9 Q. So when you say that PSAPs aren't billed

10 for selective routing, is that because that charge is

11 basically passed out to subscribers --

12 A. Yes.

13 Q. -- end-users? Okay.

14 Now getting back to 3.8, section 3.8, if

15 you'd look at the agreement 3.8.7, is there a heading

16 to that section?

17 A. Well, there's an underlined piece there

18 but no, there's no header.

19 Q. What does the underlined piece say?

20 A. It says "Arrangements where Intrado Comm
21 is designated as an E911 service provider."

22 Q. Okay. From that section down to the end
23 of 3.8 where actually article 4 begins, were those
24 new provisions written for this Intrado agreement?

1 A. Yes.

2 Q. Do those appear in any other
3 interconnection agreement?

4 A. No, they do not.

5 Q. Okay. Now, the part of 3.8 that precedes
6 3.8.7, is that essentially what you have in all your
7 other agreements?

8 A. Yes, it is.

9 Q. And I think you were asked which parts of
10 3.8 apply when Intrado is a dial-tone provider and
11 which parts apply when it's not. Is that the
12 dividing point?

13 A. Yes.

14 Q. So all the things from 3.8 down to the
15 beginning of 3.8.7, are those only applicable when
16 Intrado's a dial-tone provider?

17 A. All the way down to 3.8.7, yes.

18 Q. Is that because all the other CLECs are
19 dial-tone providers and not PSAP providers?

20 A. Yes, it is.

21 Q. And 3.8.7 to the end only applies to
22 companies that provide service to PSAPs?

23 A. Yes.

24 Q. And it doesn't apply to dial-tone

1 companies, right?

2 A. No, it does not.

3 Q. Okay. So when we look at 3.8.2, is it

4 your understanding that that provision is only

5 applicable to dial-tone providers?

6 A. 3.8.2?

7 Q. Yes.

8 A. No. Well, service and facilities

9 provided by CBT?

10 Q. My question is, is that part of the

11 section that only applies to dial-tone providers?

12 A. Oh, yes.

13 Q. So this section is talking about trunks

14 from a CLEC switch to the POI or to the selective

15 router is for dial-tone providers.

16 A. You right.

17 Q. Would that apply to Intrado under its

18 current certificate?

19 A. Yes.

20 Q. Under its current certificate.

21 A. Under its current certificate, no. I'm

22 sorry.

23 Q. So it would have to be a dial-tone

24 provider before that would apply.

1 A. That's right, I'm sorry. I'm

2 anticipating --

3 Q. I think there was some confusion earlier,

4 I'm trying to clear that up.

5 A. Sorry.

6 Q. Now let's talk about POI and LATA and all

7 those good issues. When you talk about within

8 Cincinnati Bell's network, do you mean currently

9 existing facilities?

10 A. Yes.

11 Q. And when we talk about LATA, do you

12 understand that there are areas of the LATA in which

13 Cincinnati Bell has no facilities?

14 A. Right.

15 Q. And when you say in your testimony that

16 the POI has to be within your network, do you mean

17 where there are facilities now?

18 A. Yes.

19 Q. So if Intrado were to build a switch even

20 within the LATA but outside where Cincinnati Bell has
21 facilities, is it your belief you have an obligation
22 to build to their --

23 A. No.

24 Q. -- switch?

1 A. That was the -- I maybe didn't make clear
2 the difference between the CLEC and the ILECs. The
3 ILECs are in our LATA.

4 Q. But they're not in your network.

5 A. No, they're not in our network.

6 Q. Are the PSAPs they serve on your network?

7 A. No.

8 Q. Is that why you have to cross your
9 service area boundary to deliver those calls?

10 A. Yes, it is.

11 Q. Now, if Intrado became the selective
12 router provider to a PSAP customer, I believe you
13 said they would still have to deliver some traffic to
14 you, right?

15 A. That is my understanding.

16 Q. You heard Mr. Hicks testify about having
17 to transfer calls.

18 A. Right.

19 Q. So they're going to have to have a

20 facility that comes to you.

21 A. Uh-huh.

22 Q. Is it your intention that is the point of

23 interconnection?

24 A. That is the point of interconnection,

1 yes.

2 Q. That would be at your selective router?

3 A. Yes.

4 Q. Or they could pick some other location.

5 A. They could pick some other location, yes.

6 Q. So we have a POI when they connect,

7 correct?

8 A. Yes.

9 Q. Is that the same POI you would intend to

10 use going the other direction?

11 A. Yes.

12 Q. And that would be on your network?

13 A. Right on our network, right.

14 Q. Just real briefly on trunk ports, is it

15 your understanding that Intrado is seeking to bill

16 you for a trunk facility as in mileage or is it

17 simply the attachment to their switch?

18 A. I know for sure that they're talking

19 about an attachment to our switch.

20 Q. And the port is actually the connection

21 to their switch?

22 A. Connection to their switch, yes.

23 Q. Now, there will be a connection on -- any

24 trunk facility has connections on both ends; is that

1 right?

2 A. Yes.

3 Q. So there will be a trunk port on your
4 switch also.

5 A. Right.

6 Q. Are you billing or going to bill them for
7 that trunk port?

8 A. No.

9 Q. So when you say "reciprocal," your
10 understanding is neither party would bill for trunk
11 ports?

12 A. Right.

13 Q. Now, if Intrado is granted authority to
14 bill for its trunk port, do you believe you should be
15 able to charge for yours?

16 A. Yes, we do.

17 Q. So should the agreement be amended to
18 apply for that?

19 A. If that's what happens, yes.

20 MR. HART: That's all I have. Thank

21 you.

22 EXAMINER JENNINGS: Further cross?

23 - - -

24

1 REXCROSS-EXAMINATION

2 By Ms. Kiser:

3 Q. Just one follow-up question based on the
4 questions from Mr. Kotting and Ms. Sternisha
5 regarding telephone exchange service and pricing.
6 You were asked a question I believe by Mr. Kotting
7 that on day one, hopefully we have an interconnection
8 agreement between Intrado Communications and CBT,
9 pursuant to their existing authority and pursuant to
10 the terms and conditions which are already resolved
11 or not in dispute in this arbitration is it your
12 understanding that Intrado Communications would be
13 able to purchase local loops from CBT at UNE rates
14 pursuant to your pricing attachment?

15 A. Yes.

16 MS. KISER: Thank you. I have no further
17 questions.

18 MR. HART: Nothing else.

19 EXAMINER JENNINGS: Thank you.

20 (Witness excused.)

21 EXAMINER JENNINGS: Mr. Hart, you may

22 call your next witness.

23 MR. HART: I would call Robert Fite.

24 EXAMINER JENNINGS: Before we start why

1 don't we take a five-minute break.

2 (Recess taken.)

3 MR. HART: Before we call our next

4 witness I move for the admission of Exhibit 8,

5 Mr. Peddicord's testimony.

6 EXAMINER JENNINGS: Any objection?

7 MS. KISER: No objections.

8 EXAMINER JENNINGS: The testimony of

9 Mr. Peddicord will be admitted as Cincinnati Bell

10 Exhibit No. 8.

11 (EXHIBIT ADMITTED INTO EVIDENCE.)

12 MR. HART: Thank you. We would call

13 Robert Fite.

14 EXAMINER JENNINGS: Raise your right

15 hand, please.

16 (Witness sworn.)

17 EXAMINER JENNINGS: Thank you.

18 - - -

19 ROBERT P. FITE

20 being first duly sworn, as prescribed by law, was

21 examined and testified as follows:

22 DIRECT EXAMINATION

23 By Mr. Hart:

24 Q. Would you state your name for the record?

1 A. Robert Fite.

2 Q. Do you have in front of you what's been
3 marked as CBT Exhibit 9?

4 A. Yes, I do.

5 Q. And is that prefiled testimony that you
6 caused to be filed in this proceeding?

7 A. Yes.

8 Q. And if I asked you the questions in that
9 document, would you provide the same answers?

10 A. Yes, I would.

11 MR. HART: I would move for admission of
12 CBT Exhibit 9 and tender Mr. Fite for
13 cross-examination.

14 EXAMINER JENNINGS: Ms. Kiser.

15 MS. KISER: Thank you.

16 - - -

17 CROSS-EXAMINATION

18 By Ms. Kiser:

19 Q. Good morning, Mr. Fite.

20 A. Good morning.

21 Q. I think we heard from Mr. Peddicord, and

22 I believe it's addressed in your testimony to some

23 extent on page 3, CBT has one selective router in

24 Ohio; is that correct?

1 A. We have one in Ohio and then we have one
2 in Covington, Kentucky.

3 Q. Okay. And the selective router in CBT's
4 general tandem, that's one switch, correct? The same
5 unit.

6 A. Both routers have dual purposes. Both of
7 them are also Class 5 switches.

8 Q. Okay. And at line 7 of your testimony on
9 page 3 I believe you indicate that "A portion of the
10 tandem switch is dedicated to use as a 911 selective
11 router," correct?

12 A. That's correct.

13 Q. How does CBT determine what portion of
14 that tandem is allocated to 911?

15 A. The translations are actually split. It
16 really is completely separate functions from the
17 Class 5 piece of the switch. We have trunking from
18 each one of CBT's end offices going diverse routes to
19 both of the selective routers.

20 Q. Both of the selective routers in Kentucky

21 and Ohio?

22 A. Correct. All of CBT switches connect to

23 both of them.

24 Q. And then there's another trunk for the

1 general tandem portion of the switch, the 5 ESS?

2 A. These aren't necessarily general tandems,
3 they are Class 5 end-office switches.

4 Q. So in the Class 5 end-office switch you
5 said there are separate translations --

6 A. Built to serve the customers out of that
7 switch and separate translations built to act as a
8 selective router.

9 Q. So does one trunk go into that switch
10 from the end office trunk and then it's divided when
11 the call comes in?

12 A. They are dedicated trunks. We do have
13 separate trunks from our other end offices into those
14 switches, but that's for POTS calls, PS calls.

15 Q. Plain old telephone calls. Thank you.

16 On page 4, lines 3 through 11, you
17 discuss how CBT exchanges 911 calls with adjacent
18 ILECs, correct?

19 A. Correct.

20 Q. And you indicate that CBT and other ILECs

21 exchange calls between selective routers.

22 A. That is correct.

23 Q. And the selective routers of Cincinnati

24 Bell and the other ILECs, they need to contain

1 accurate caller information; is that correct?

2 A. That is correct. Cincinnati Bell, if
3 the -- if the customer is actually, the subscriber I
4 should say is actually in the other -- the adjacent
5 area's domain, we only have partial data in our
6 selective router. We don't have ALI information, we
7 only have the routing information, if that makes
8 sense.

9 Q. Sure. Thank you.

10 When Cincinnati Bell updates its
11 selective router, does the adjacent ILEC
12 simultaneously update that information or do you
13 update yours and then provide the information to the
14 adjacent ILEC?

15 A. They are sent the same information, well
16 actually more information because they actually
17 update their ALI database. Now, beyond that I'm not
18 sure. I'm not in control of when they would actually
19 update their databases.

20 Q. Just so I understand you correctly, so
21 you have new information that's going to go into your
22 selective router database and at the same time you
23 get that information the other ILEC gets it at that
24 exact same time.

1 A. Is it the exact same time? I don't know.

2 It's -- it's within a certain range, yes. Whether

3 it's now an hour difference or --

4 Q. What kind of range?

5 A. I don't know.

6 Q. An hour? A day?

7 A. Because daily we would update them.

8 Q. Every single day you update the ILEC, the

9 other ILEC.

10 A. Right.

11 Q. Okay. Thank you.

12 At pages 6 and 7, line 23 and on 7 it

13 carries over to lines 1 through 6, CBT proposes to

14 switch all 911 calls on its network first, correct?

15 A. Correct.

16 Q. And I believe at line 2 CBT acknowledges

17 its switching will be an issue if CBT's selective

18 router fails; is that correct?

19 A. Is it an issue? It would default route.

20 Q. And if it default routes, where would it

21 default route to?

22 A. Depending on the area it comes in from.

23 If it is a split office, whatever the predominant

24 PSAP would be is what we declare as the default

1 route. If 80 percent of the population in that area
2 would ultimately end up at the Hamilton County PSAP
3 for example, it would default there.

4 Q. Okay. And on line 6 you talk about the
5 efficiencies for routing all those 911 calls on CBT's
6 network first.

7 A. Right.

8 Q. Those efficiencies are for CBT?

9 A. Well, really it's for everyone.

10 Q. And who do you define as "everyone"?

11 A. Even our subscribers.

12 Q. CBT subscribers.

13 A. Correct.

14 Q. Do you agree that facility-based
15 providers have more control over the quality of the
16 services they provide?

17 A. Now we're talking about --

18 Q. Facilities versus resellers.

19 A. You're talking about now the line

20 attribute router.

21 Q. No, just generally. Do you agree that

22 somebody who has all of their own facilities, their

23 switches and their trunks, has more control over the

24 service quality that they provide than a reseller who

1 relies on the underlying carrier for the provision of
2 its services to customers?

3 A. That may be true.

4 Q. So even if a competitive provider of 911
5 services to PSAPs has all of its own facility-based
6 operations, CBT still proposes to use its switching
7 technology to handle calls in its territory, correct?

8 A. True. And there is an exception to that
9 and that being now we are talking about is it wiser
10 to do all of your selective routing in a selective
11 router or do you want to move that function back into
12 the end office. And in this case we're talking about
13 roughly 15 end offices that we would have to split.

14 Q. Okay. Thank you.

15 In the selective router to selective
16 router scenario with the ILECs, do you know how many
17 times Embarq has improperly handled or sent calls to
18 CBT?

19 A. No, I don't know.

20 Q. When Embarq handles the switching of the
21 calls, it controls the quality of the service the
22 customer receives; is that correct?

23 A. They would be responsible for their piece
24 of it after we hand off the call to them; is that

1 what you're referring to?

2 Q. When they hand off the call to you.

3 A. The only time Embarq is probably going to
4 hand off a call to us is a transfer call.

5 Q. And then they would switch the call
6 through their selective router.

7 A. Yes, to our selective router.

8 Q. Thank you.

9 Do you know how often CBT performs
10 comparisons of their selective router database with
11 other ILECs' selective router databases for the split
12 wire centers?

13 A. Actually, I'm not privy to that, no.

14 Q. Do you know if it's done at all?

15 A. I guess I don't know the answer to that.

16 Q. At page 8 of your testimony, lines 15 to
17 20, you discuss the aggregation of traffic in
18 concentration to boost efficiency. Traffic can be
19 aggregated without switching it; is that correct?

- 20 A. Aggregated without switching it. What's
- 21 the call center area that you're referring to?
- 22 Q. Well, carriers can use digital access,
- 23 cross-connection and multiplexing or otherwise
- 24 referred to as muxing for aggregating traffic.

1 A. All 911 traffic that was switched is
2 through a selective router, so I guess I'm not
3 understanding the question.

4 Q. Well, here's an example, I'm not certain
5 if CBT uses this, but most incumbent local exchange
6 carriers require competitive local exchange carriers
7 to have a single point of interconnection on their
8 network, but when the level of traffic reaches a
9 specific threshold at that tandem, they require the
10 CLEC to put in a dedicated end office trunk so that
11 the traffic is no longer switched at the tandem. So
12 traffic can be aggregated without being switched;
13 isn't that correct?

14 A. We do not do that.

15 Q. Does CBT --

16 A. We offer them a choice to overflow to the
17 other selective router if their traffic gets that
18 high.

19 Q. During the overflow situation it's still

20 switched through your initial selective router.

21 A. It would then be switched through the

22 other selective router.

23 Q. But they're connected to the first

24 selective router; is that correct?

1 A. No, not at all. They would actually have
2 trunks into both of our selective routers.

3 Q. So the overflow occurs at the end office?

4 A. It does. And including in CLECs -- of
5 the CLECs that chose to diversify their routing.

6 Q. Who have a dedicated trunk to the other
7 selective router.

8 A. Right.

9 Q. Thank you.

10 Does CBT offer Centrex-like service?

11 A. Yes.

12 Q. And Centrex-like services require the
13 carrier to provide specific parameters for each line
14 in the multiline product to enable customer-specific
15 routing of calls, correct?

16 A. We do a lookup on the calling party
17 number.

18 Q. Thank you.

19 Does CBT transfer to other ILECs besides

20 Embarq?

21 A. We do. We do some out in Indiana and we

22 do transfer -- we also are connected to the

23 Wilmington router to get up to Verizon North.

24 Q. So Verizon in Ohio?

1 A. Verizon North, yes.

2 Q. And in Indiana you transfer calls to
3 which ILEC?

4 A. It's, well it's Dearborn County, we go
5 into their selective router.

6 Q. Thank you.

7 At page 10, lines 1 to 2, you refer to a
8 database lookup function. Is this akin to a database
9 dip?

10 A. Yes.

11 Q. Page 11, lines 7 through 9, you indicate
12 that CBT's network configuration is NENA compliant.
13 Could you please explain to me what you mean by "NENA
14 compliant"?

15 A. Well, this is somewhat of a gray area
16 because you're insisting and Intrado is insisting
17 that we adapt all NENA standards which are not
18 requirements, but recommendations, and we do follow
19 those recommendations. Do you have a specific

20 question?

21 Q. Well, no. The question was you've stated

22 that you're NENA compliant, I'm wondering what that

23 means.

24 A. Well, it is a gray answer, but it also is

1 a gray question. Do you have a specific question to
2 ask as to how we are routing calls or --

3 Q. Sure. What network configuration is
4 required or endorsed by NENA?

5 A. Are you referring to -- for 911?

6 Q. Yes.

7 A. They actually support, they recommend all
8 of them, they don't actually -- they actually in
9 general use the selective router.

10 MS. KISER: Okay. Thank you, Mr. Fite.
11 I have no further questions.

12 - - -

13 EXAMINATION

14 By Mr. Kotting:

15 Q. Good afternoon, Mr. Fite.

16 A. Good morning.

17 Q. I guess it is still morning.

18 A. Yeah.

19 Q. Just a couple of questions that kind of

20 were forwarded to you from Mr. Peddicord. With
21 regard to the situations where you are
22 interconnecting with another ILEC selective router, I
23 had asked Mr. Peddicord if in all cases you went
24 outside of your LATA to make that connection or if

1 there were instances where the other ILEC went
2 outside of their LATA into yours to make that
3 connection. Is that true that in some instances they
4 come in to yours?

5 A. Yeah. Well, the best example is really
6 our interconnection with Embarq because part of the
7 county that we serve, which is Warren County, their
8 PSAP is actually in Embarq's wire center, so we have
9 to hand the call off to them.

10 We have established trunking to both of
11 their routers. We interconnect with them at a point
12 of interconnect between our two companies. They did
13 not ask us or expect us to interconnect with their
14 routers, which happen to be in Mansfield, Ohio, and
15 Lima, Ohio.

16 Q. So you --

17 A. They agreed it was -- it was their choice
18 to put those routers in those areas and that they
19 would cover the cost of the facility to get back to

20 us.

21 Q. So this was done on a -- Embarq was on a

22 meet point basis.

23 A. Sure.

24 Q. Are there instances where other companies

1 are connecting to your selective routers and going
2 all the way into your territory?

3 A. I guess I'm not entirely -- I can't
4 answer that for sure.

5 Q. Okay.

6 A. Exactly where they interconnect with us,
7 I don't know that exactly.

8 Q. Okay. Again, a question I asked
9 Mr. Peddicord that you might have a better handle on,
10 I think we already pretty much established that
11 Intrado would be purchasing UNE local loops for the
12 purpose of providing service to PSAPs. Can you think
13 of other things that are in the pricing matrix that
14 they may be wanting to purchase in order to provide
15 service to those PSAPs?

16 A. No, nothing comes to mind. It's not my
17 area of expertise either per se. I understand they
18 may purchase some facilities, but I don't know which
19 ones.

20 MR. KOTTING: Thank you.

21 - - -

22 EXAMINATION

23 By Mr. Twiss:

24 Q. Good morning.

1 A. Good morning.

2 Q. I'll go back to a question I asked

3 Mr. Peddicord. To your knowledge, does CBT currently

4 or do any Cincinnati Bell end offices serve -- are

5 any of Cincinnati Bell's end offices served by a

6 single PSAP?

7 A. Yes, they do.

8 Q. Did I hear you say there are 15 end

9 offices that have multiple PSAPs earlier in your

10 testimony today?

11 A. This would be with Hamilton County which

12 is the first PSAP that they would be dealing with.

13 There are 15 offices that would require splitting.

14 Now, there are probably I believe, and we didn't do

15 an audit to get this information so it's kind of a

16 ballpark, but I believe six or seven offices that

17 could be directly connected.

18 Q. And in those instances do you directly

19 connect with the PSAP or do you still go through your

20 own selective router?

21 A. I see no reason to go to our selective

22 router if the entire office goes to Hamilton County.

23 Q. And you see no reason, but is that how it

24 actually occurs in your network today?

1 A. It does not do that today, no. We still
2 go through our selective router, but that's because
3 the Hamilton County PSAP is connected directly to our
4 selective router.

5 Q. On page 4 of your testimony, let's see,
6 at line 21 in your question and answer there, you say
7 that all calls exchanged between CBT and other
8 carriers go through CBT's selective router. What do
9 you mean there by "all calls"? 911 calls?

10 A. All 911 calls, yes.

11 Q. Turning to page 21 of your testimony --

12 MR. HART: There is no 21.

13 Q. I'm sorry, page 7, line 21, you state
14 that "All PSAPs served by CBT have diverse direct
15 trunks from CBT's selective router to their CPE
16 equipment." What do you mean by "diverse direct
17 trunks"?

18 A. From our selective router?

19 Q. Right.

20 A. The circuits out to them are designed to
21 take diverse paths just in case a backhoe gets hold
22 of one of them or . . .
23 Q. And is that from -- diverse paths from
24 each selective router? I know you stated that each

1 end office is connected to both --

2 A. Right.

3 Q. -- of CBT's selective routers so is that

4 diverse path two from each selective router, or one

5 from each selective router would be consider diverse?

6 A. Most PSAPs are connected to both

7 selective routers and they also both have diverse

8 facilities out to the PSAP, as much as possible,

9 which is --

10 Q. So the diverse paths are from both

11 selective routers to the PSAP?

12 Was that a yes?

13 A. Yes.

14 Q. If you turn to page 11 of your testimony,

15 starting at line 7 you say that NENA and NRIC

16 guidelines and recommendations are not mandatory, and

17 that CBT's proposed network configurations are NENA

18 compliant. What do you mean by Cincinnati Bell's

19 "network configuration"? Are you talking about just

20 the 911 portion?

21 A. That specifically is what we're talking

22 about here.

23 Q. Okay.

24 A. We really aren't disputing NENA, we're

1 simply wanting to be in control of our own network as
2 opposed to have it dictated to us is all it really
3 amounts to.

4 Q. So if you're already NENA compliant, what
5 would be dictated to you that you don't already do?

6 A. Is there a problem with that? I don't
7 know.

8 Q. Then down at line 20 you also say that
9 "CBT's proposed means of handling 911 traffic is
10 consistent with NENA," and that's in answer to your
11 question above which says "Is CBT's proposal . . .
12 inconsistent with NENA or NRIC?" I don't think you
13 answered the part about the NRIC. Is CBT's network
14 configuration consistent with NRIC recommendations?

15 A. Yes.

16 Q. Has CBT done any analysis to try to
17 determine what the cost would be to implement line
18 attribute routing along with direct trunking as
19 proposed by Intrado either on an end-office basis or

20 access-line basis?

21 A. There's been no formal study. I suppose

22 we could certainly do that. I can outline some of

23 the work that would need to be made to accomplish

24 that.

1 Q. I think you already did that in your
2 testimony.

3 With respect to Mr. Hicks' assertion that
4 the cost of CBT implementing the line attribute
5 routing will be offset by reduced switch maintenance
6 and repair costs, do you agree with that?

7 A. Not at all. I don't know where the cost
8 savings would be. In fact, when you start moving
9 that sorting responsibility out to the end office,
10 you've actually increased your areas that you have to
11 maintain the routing for the 911 traffic because we
12 would have to put that in approximately 15 end
13 offices and split the traffic out. In fact, for that
14 matter when you -- it seems to me you have a network
15 that is more apt to err than ever before.

16 Q. But you don't see any reduced maintenance
17 costs or anything that would come close to offsetting
18 what you --

19 A. No.

20 Q. -- you believe it would cost to implement

21 line attribute routing.

22 A. (Witness shakes head.)

23 Q. Is that a "no"?

24 A. No. I'm sorry.

1 MR. TWISS: Thank you. That's all I

2 have.

3 - - -

4 EXAMINATION

5 By Ms. Sternisha:

6 Q. Good morning, Mr. Fite.

7 A. Good morning.

8 Q. We're getting close to the end, aren't

9 we? Just a few things for you too. At page 6,

10 bottom of page 6 and it goes on to the top of page 7,

11 you talk about that you don't believe that the

12 switching of 911 calls at CBT's selective router

13 introduces a greater risk of failure. Can you give

14 me an idea of CBT's current 911 call failure rates,

15 if you know?

16 A. They're extremely low. Now, we have a

17 robust 911, it's being -- we use Lucent 5 ESSs as our

18 selective routers which are arguably the most

19 reliable switches ever made, and we use an ALISA

20 database which has an excellent track record. We
21 have not done -- I have no official documentation on
22 how many failures we have.

23 Q. Okay.

24 A. But it is extremely low.

1 Q. I really don't know where to relate this
2 to in your testimony, I know I have it noted at page
3 10, but I just kind of wanted you to walk me through
4 what verification does CBT do in the order process
5 and when and how does CBT compare this information to
6 the MSAG, if at all.

7 A. Please?

8 Q. If at all.

9 A. If at all?

10 Q. Yeah.

11 A. Well, the data comes from MSAG so before
12 the selective routers are updated.

13 Q. But when you get a call in from somebody
14 who's new to CBT and you need to verify their street
15 address and all of that, how do you go about doing
16 that?

17 A. It is done through the Street Address
18 Guide.

19 Q. Which is different than the MSAG.

20 A. Yes.

21 Q. Okay. That's something that you

22 maintain?

23 A. Yes.

24 Q. That CBT maintains? Okay. And then the

1 MSAG is checked at the selective router?

2 A. The MSAG is checked through the service
3 order process.

4 Q. Okay. Before it's sent, then, to the
5 selective router.

6 A. Yes.

7 MS. STERNISHA: Thank you. That's all I
8 have.

9 - - -

10 EXAMINATION

11 By Examiner Jennings:

12 Q. I just want to briefly follow up on a
13 question that Ms. Kiser asked and touched upon by
14 Lori with respect to the database updates. Does
15 Cincinnati Bell extract its information from the
16 MSAG? Is that correct?

17 A. Yes.

18 Q. And other ILECs, they draw their updates
19 from the MSAG as well?

20 A. Yes, I assume. I don't know that.

21 Q. Or do other ILECs get their information
22 from Cincinnati Bell for subscribers within your
23 territory?

24 A. Right, and I can't answer that. I don't

1 know whether they use our MSAG or not.

2 Q. So you're not sure if they use your
3 information or an independent source of information
4 to --

5 A. Right.

6 EXAMINER JENNINGS: That's all I have.

7 Any other examination?

8 MR. HART: Just one little point.

9 - - -

10 REDIRECT EXAMINATION

11 By Mr. Hart:

12 Q. When you were asked early on about
13 whether you deliver traffic outside the LATA, is
14 Warren County within your LATA?

15 A. Yes.

16 Q. So when you're talking about exchanging
17 traffic with Embarras, that call ultimately is going to
18 terminate and originate in the same LATA.

19 A. Yes, it is.

20 Q. And Embarq placed its selective routers

21 outside the LATA, correct?

22 A. Yes. They chose to.

23 Q. It provides all the facilities outside of

24 your territory?

1 A. Correct.

2 MR. HART: Okay. Thank you.

3 EXAMINER JENNINGS: Anything?

4 MS. KISER: Just one follow-up question.

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6 RECROSS-EXAMINATION

7 By Ms. Kiser:

8 Q. Regarding the question that Mr. Jennings

9 asked you and our earlier discussion about the

10 updates to the selective routers between ILECs, the

11 new information, when you would update your selective

12 router it would come from a service order from your

13 subscribers, something would change; is that correct?

14 A. Correct.

15 Q. And so then that information which

16 actually comes directly from the user, the customer,

17 you need to provide that information to the other

18 ILEC, correct?

19 A. That is correct.

20 Q. And the timing of the provision of that

21 information you were uncertain of?

22 A. Do I know that it happens at the exact

23 same instant? I do not know. But it's that same --

24 it's a daily download to them.

1 Q. Do you have specific -- some companies,
2 carriers, have processes developed within their
3 organization where they say, okay, every day at
4 5 o'clock we're going to ship our updates to these
5 other entities. Do you know if you have that kind of
6 process internally?

7 A. I do not know.

8 MS. KISER: Thank you.

9 EXAMINER JENNINGS: Thank you, Mr. Fite.

10 (Witness excused.)

11 MR. HART: Move to introduce Exhibit 9.

12 EXAMINER JENNINGS: Is there any
13 objection to the admission of Cincinnati Bell Exhibit
14 9?

15 MS. KISER: No objection.

16 EXAMINER JENNINGS: There being no
17 objection, it will be admitted into the record.

18 (EXHIBITS ADMITTED INTO EVIDENCE.)

19 EXAMINER JENNINGS: Is there anything

20 further?

21 MR. HART: No.

22 MS. KISER: I do believe, maybe it

23 doesn't need to be ruled on at this time as part of

24 this hearing process, but there was an outstanding

1 motion in opposition by a third party, will that be
2 addressed -- should that be addressed here or will
3 that be addressed later by the Commission?

4 EXAMINER JENNINGS: Let's go off the
5 record for a moment.

6 (Discussion off the record.)

7 EXAMINER JENNINGS: Let's go back on the
8 record. Ms. Kiser had an inquiry with respect to a
9 motion to intervene filed by INdigital. That motion
10 will be dealt with by entry after the parties have an
11 opportunity to file a reply.

12 There being nothing further, this hearing
13 is concluded. Thank you.

14 (The hearing concluded at 11:26 a.m.)

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CERTIFICATE

I do hereby certify that the foregoing is a
true and correct transcript of the proceedings taken
by me in this matter on Wednesday, July 30, 2008, and
carefully compared with my original stenographic
notes.

Maria DiPaolo Jones, Registered
Diplomate Reporter and CRR and
Notary Public in and for the
State of Ohio.

My commission expires June 19, 2011.

(MDJ-3227)

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