

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

The El Paso Telephone Company)
and)
WirelessCo, L.P., a Delaware limited)
partnership, and SprintCom, Inc., a Kansas)
corporation)
)
JOINT PETITION FOR APPROVAL OF NEGOTIATED)
TRAFFIC TERMINATION AGREEMENT DATED)
EFFECTIVE APRIL 29, 2005, PURSUANT TO 47)
U.S.C. § 252)

DOCKET No. **05-0788**

VERIFIED STATEMENT OF A. OLUSANJO OMONIYI

My name is A. Olusanjo Omoniyi and I am employed by the Illinois Commerce Commission as a Policy Analyst in the Telecommunications Division. I graduated from Southern Illinois University at Carbondale with a Bachelor of Arts degree in Cinema & Photography and Bachelor of Science degree in Radio-Television in 1987. In 1990, I obtained a Master of Arts degree in Telecommunications and a Juris Doctor in 1994 also from Southern Illinois University at Carbondale. Among my duties as a Policy Analyst is to review negotiated agreements and provide a recommendation as to their approval.

SYNOPSIS OF THE AGREEMENT

This is a negotiated traffic termination Agreement between EL PASO TELEPHONE COMPANY (“EL PASO”) and WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, (collectively, “Sprint PCS ” or “Requesting Carrier”). The Agreement is the result of voluntary negotiations between

the parties and establishes various financial and operational terms for a variety of business relationships. The Agreement bears an effective date of April 29, 2005 (the "Effective Date"). The Agreement terminates one (1) year after the Effective Date. This Agreement renews automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect not to renew and terminate by giving the other Party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date. In the event the Parties begin negotiations on a subsequent agreement, this Agreement shall continue in force and effect until such time as the successor agreement is in place, either as a result of negotiation or arbitration.

The purpose of my verified statement is to examine the Agreement based on the standards enunciated in Section 252(e)(2)(A) of the 1996 Telecommunications Act.

Specifically, this Section states that:

- The State commission may only reject an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that :
- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.

Also, under authority granted the Commission by Section 252(e)(3) of the 1996 Telecommunications Act, this Agreement has been reviewed for consistency with the requirements of the Illinois Public Utilities Act, 220 ILCS 5, and regulations, rules and orders adopted pursuant thereof.

I APPROVAL UNDER SECTION 252(e)

A. DISCRIMINATION

The first issue that must be addressed by the Commission in approving or rejecting a negotiated agreement under Section 252(e)(2)(A) is whether it discriminates against a telecommunications carrier that is not a party to the agreement.

Discrimination is generally defined as giving preferential treatment to the requesting carrier to the detriment of a telecommunications carrier that is not a party to the agreement. In previous dockets, Staff has taken the position that in order to determine if a negotiated agreement is discriminatory, the Commission should determine if all similarly situated carriers are allowed to purchase the service under the same terms and conditions as provided in the agreement. I recommend that the Commission use the same approach when evaluating this negotiated Agreement.

A carrier should be deemed to be similarly situated to SPRINT PCS for purposes of this Agreement if telecommunications traffic is exchanged between such carrier and EL PASO for termination on each other's networks and if such carrier imposes costs on EL PASO that are no higher than the costs imposed by SPRINT PCS. If a similarly situated carrier is allowed to purchase the service(s) under the same terms and conditions as provided in this contract, then this contract should not be considered discriminatory. Evaluating the term discrimination in this manner is consistent with the economic theory of discrimination. Economic theory defines discrimination as the practice of charging different prices (or the same prices) for various units of a single product when the price differences (or same prices) are not justified by cost. See, Dolan, Edwin G. and David E. Lindsey, *Microeconomics*, 6th Edition, The Dryden Press,

Orlando, FL (1991) at pg. 586. Since Section 252(i) of the 1996 Telecommunications Act allows similarly situated carriers to enter into essentially the same contract, this Agreement should not be deemed discriminatory.

B. PUBLIC INTEREST

The second issue that needs to be addressed by the Commission in approving or rejecting a negotiated agreement under Section 252(e)(2)(A) is whether it is contrary to the public interest, convenience, and necessity. I recommend that the Commission examine the Agreement on the basis of economic efficiency, equity, past Commission orders, and state and federal law to determine if the Agreement is consistent with the public interest. Nothing in this Agreement leads me to the conclusion that the Agreement is inequitable, inconsistent with past Commission Orders, or in violation of state or federal law. Therefore, I recommend that the Commission approve this Agreement. I do note, however, that the effective date of this agreement is shown as April 29, 2005, which is more than six months before the agreement was submitted for approval. 47 USC 252 (e) (4).

II IMPLEMENTATION

In order to implement the EL PASO – SPRINT PCS Agreement, the Commission should require EL PASO, within five (5) days from the date the agreement is approved, to modify its tariffs to reference the negotiated agreement for each service. Such a requirement is consistent with the Commission's Orders in previous negotiated agreement dockets and allows interested parties access to the Agreement. The

following section of EL PASO's tariffs should reference the EL PASO – SPRINT PCS Agreement: Agreements with Telecommunications Carriers (ICC No. 14, Section 14). .

Also, in order to assure that the implementation of the Agreement is in public interest, EL PASO should implement the Agreement by filing a verified statement with the Chief Clerk of the Commission, within five (5) days of approval by the Commission, that the approved Agreement is the same as the Agreement filed in this docket with the original verified petition; the Chief Clerk should place the Agreement on the Commission's web site under Interconnection Agreements. For the reasons enumerated above, I recommend that the Commission approve this Agreement pursuant to Section 252(e) of the Telecommunications Act of 1996.

VERIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, A. Olusanjo Omoniyi, do on oath depose and state that if called as a witness herein, I would testify to the facts contained in the foregoing document based upon personal knowledge.



SIGNED AND SWORN TO BEFORE ME THIS 10th DAY OF
January, 2006.



NOTARY PUBLIC

