

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Southwestern Bell)
Bell Telephone Company, d/b/a AT&T Missouri, for) Case No. IK-2013-0394
Approval of an Interconnection Agreement under the)
Telecommunications Act of 1996 with 365 Wireless, LLC.)

**AT&T MISSOURI'S RESPONSE TO APPLICATIONS TO INTERVENE
AND STAFF'S REVISED RECOMMENDATION**

Introduction. AT&T Missouri¹ does not oppose the Applications to Intervene filed on March 1, 2013 by Alma Telephone Company, et al. and the Small Telephone Company Group,² or their requests for hearing, although AT&T Missouri believes that the concerns they have raised should be able to be addressed on a business-to-business basis through the execution of appropriate traffic termination agreements with 365 Wireless, LLC. While AT&T Missouri does not oppose the Commission's deferring the interconnection agreement's ("ICA's") approval until 365 Wireless makes appropriate arrangements for the termination of its traffic, AT&T Missouri opposes the modification or conditional approval of the ICA by the Commission.

Intervention Requests. AT&T Missouri negotiated and entered into an ICA with 365 Wireless pursuant to AT&T Missouri's interconnection obligations under Sections 251 and 252 of the Telecommunications Act of 1996. AT&T Missouri filed the agreement with the Commission on a routine basis for approval pursuant to Section 252(e) of the Act and 4 CSR 240-3.513(1).

In support of their applications to intervene, Alma et al. and STCG state that the proposed agreement would allow 365 Wireless to transit its traffic through AT&T Missouri's network to

¹ Southwestern Bell Telephone Company, d/b/a AT&T Missouri will be referred to in this Response as "AT&T Missouri."

² Alma Telephone Company, et al. will be referred to as "Alma et al." and the Small Telephone Company Group will be referred to as the "STCG." Collectively, they will be referred to as "Intervenors."

them for termination. They expressed concerns that this traffic would be transited to them “without compensation or an approved agreement . . . for such traffic.”³

AT&T Missouri does not oppose the Commission’s allowing Alma et al. or STCG to intervene in this proceeding. AT&T Missouri has the same interest as Intervenors in ensuring that all carriers comply with current rules and regulations governing interconnection, the exchange of traffic, and appropriate intercarrier compensation. AT&T Missouri, however, trusts that the concerns they have raised can be addressed on a business-to-business basis by those parties through the execution of appropriate traffic termination agreements with 365 Wireless, as suggested by Staff and required by the proposed ICA.

Hearing Requests. In the event a resolution cannot be reached, AT&T Missouri does not oppose Alma et al. and STCG’s request for a hearing of the concerns they have raised with respect to the ICA. Given the short time-frame for the Commission to issue its decision under Section 252(b)(4)(C) of the Act, AT&T Missouri suggests the Commission convene a prehearing conference on an expedited basis to develop a procedural schedule for the Commission’s review of the ICA.

Staff’s Revised Recommendation. In its revised recommendation, Staff states that that the ICA requires 365 Wireless “to have termination agreements with carriers to which traffic may be delivered and it has yet to do so.”⁴ To address Alma et al. and STCG’s concerns, Staff states that it:

supports the Commission either requiring termination agreements with all other carriers prior to approval of this interconnection agreement (which may require denying approval due to time constraints in federal law if those cannot be reached within 90 days of February 11, 2013), or the implementation of blocking to the intervening carriers and approval of the interconnection agreement once that

³ STCG Application, p. 2; Alma et al. Application, p. 6.

⁴ Staff Revised Recommendation, p. 1.

blocking is in place. The blocking could then be removed company by company as termination agreements are reached.”

AT&T Missouri does not oppose the Commission’s deferring the ICA’s approval until 365 Wireless makes appropriate arrangements for the termination of its traffic to Alma et al. and STCG’s exchanges, as Staff recommends. This solution is consistent with Section 9.1 of the ICA, which states:

WSP [wireless service provider, i.e., 365 Wireless] has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to . . . AT&T Missouri for transiting to such Third Party Terminating Carriers.

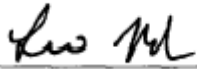
AT&T Missouri, however, opposes Staff’s alternate recommendation that AT&T be required to implement blocking and that the ICA be approved once blocking is in place. This alternate proposal is inconsistent with and would materially change the terms of the ICA by imposing requirements on AT&T Missouri to constantly reprogram its switches to block and unblock the termination of 365 Wireless’ traffic on a company-by-company basis to Alma et al. and STCG’s various exchanges as 365 Wireless reached agreements with Alma et al. and STCG’s individual members.

From a technical perspective, blocking (and unblocking) would require AT&T Missouri technicians to reprogram the routing translation tables in its switches -- a complex, time-consuming and costly process -- each time blocking is sought to be placed or changed. AT&T Missouri has serious concerns that such a requirement would significantly increase the potential for human error in routing calls as the routing translations tables are repeatedly touched. In addition, it would be administratively difficult for AT&T Missouri to try to keep abreast of signed agreements between 365 Wireless and Intervenors, and could potentially subject AT&T Missouri to claims in the event of errors. Unlike situations where blocking is necessitated for

violations of the Commission's Enhanced Record Exchange Rules,⁵ no showing has been made that circumstances here warrant such exigent measures, especially when steps have yet to be taken on a business-to-business basis to resolve the concerns.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY,
D/B/A AT&T MISSOURI

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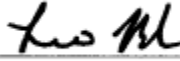
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⁵ 4 CSR 240-29.130.

CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on March 11, 2013.



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