

**BEFORE THE  
MISSOURI PUBLIC UTILITY COMMISSION**

Verizon Wireless (VAW) LLC, Cellco	)	
Partnership, St. Joseph Celltelco, and	)	
CyberTel Cellular Telephone Company all	)	
d/b/a Verizon Wireless,	)	
	)	
Complainants,	)	
	)	
vs.	)	Case No. TC-2008-
	)	
Southwestern Bell Telephone Company	)	
d/b/a AT&T Missouri	)	
	)	
Respondent.	)	

**FORMAL COMPLAINT**

Pursuant to 4 CSR 240-2.070, Verizon Wireless (VAW) LLC, Cellco Partnership, St. Joseph Celltelco, and CyberTel Cellular Telephone Company all d/b/a Verizon Wireless (collectively "Verizon Wireless") bring this formal Complaint against Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri"). This Complaint arises out of the Commission-approved Agreement for Interconnection and Reciprocal Compensation by and between Verizon Wireless and AT&T Missouri regarding AT&T Missouri's violation of the conditions imposed by the Federal Communications Commission ("FCC") on the merger between AT&T and BellSouth. Verizon Wireless seeks a declaratory ruling that Verizon Wireless has the right to extend the term of the parties' interconnection agreement for a period of three years from the date of its request and an order directing AT&T Missouri to execute an amendment

reflecting such extension. In support of its formal Complaint, Verizon Wireless alleges as follows:

1. Verizon Wireless (VAW) LLC d/b/a Verizon Wireless is a Delaware limited liability company that is authorized to provide, and does provide, Commercial Mobile Radio Service in the State of Missouri under licenses issued by the FCC. Its principal offices are located at 180 Washington Valley Road, Bedminster, New Jersey 07921.
2. Cellco Partnership LLC d/b/a Verizon Wireless is a general partnership that is authorized to provide, and does provide, Commercial Mobile Radio Service in the State of Missouri under licenses issued by the FCC. Its principal offices are located at 180 Washington Valley Road, Bedminster, New Jersey 07921.
3. St. Joseph Celltelco d/b/a Verizon Wireless is a general partnership that is authorized to provide, and does provide, Commercial Mobile Radio Service in the State of Missouri under licenses issued by the FCC. Its principal offices are located at 180 Washington Valley Road, Bedminster, New Jersey 07921.
4. CyberTel Cellular Telephone Company d/b/a Verizon Wireless is a limited partnership that is authorized to provide, and does provide, Commercial Mobile Radio Service in the State of Missouri under licenses issued by the FCC. Its principal offices are located at 180 Washington Valley Road, Bedminster, New Jersey 07921.
5. Southwestern Bell Telephone Company d/b/a AT&T Missouri is an incumbent local exchange carrier ("ILEC"), as defined by 47 U.S.C. § 252(h), and is a telecommunications company authorized to provide, and does provide,

telecommunications service in the State of Missouri. Its address is One Bell Center, St Louis, Missouri, 63101.

6. The Missouri Public Service Commission ("Commission") has jurisdiction over the subject matter of this Complaint pursuant to Sections 386.250(2), 386.330.2, 386.390, and 386.400 of the Revised Statutes of Missouri.

7. Correspondence, communications, notices, orders, and decisions in this matter are to be sent to Verizon Wireless' counsel (as identified herein) and to the following party:

Mr. Lance Murphy  
Verizon Wireless  
24242 Northwestern Highway  
Southfield, Michigan 48075  
Telephone: (248) 915-3571  
Facsimile: (248) 915-3599  
E-mail: [Lance.Murphy@verizonwireless.com](mailto:Lance.Murphy@verizonwireless.com)

8. Section 252(a)(1) of the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. § 252(a)(1), provides as follows:

Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers . . . .

9. Verizon Wireless (defined as a "telecommunications carrier" under 47 U.S.C. § 153(44)) and AT&T Missouri are parties to an Agreement for Interconnection and Reciprocal Compensation with an effective date of December 1, 1997, entered into pursuant to Section 252(a) of the Act, 47 U.S.C. § 252(a) (the "Agreement"). Exhibit 1. The Agreement was approved by the Commission in Case No. TO-98-96 on November 25, 1997.

10. On April 30, 2003, Verizon Wireless and AT&T Missouri amended the Agreement to extend the term until April 27, 2004, which amendment was approved by the Commission in Case No. VT-2003-0057 on June 23, 2003. Neither Verizon Wireless nor AT&T Missouri has terminated the Agreement pursuant to its termination provisions. The Agreement remains in effect pursuant to Section 18.2.1 of the Agreement, as amended.

11. On December 29, 2006, the Federal Communications Commission adopted an order approving the proposed merger of AT&T Inc. and BellSouth Corporation. *AT&T Inc. and BellSouth Corporation, Application for Transfer of Control*, 22 FCC Rcd 5662 (2007) ("*BellSouth Merger Order*").

12. The FCC ordered that "as a condition of this grant AT&T and BellSouth shall comply with the conditions set forth in Appendix F of this Order." *BellSouth Merger Order*, 22 FCC Rcd at ¶ 227. One of the conditions set forth in Appendix F of the *BellSouth Merger Order* is titled Reducing Transaction Costs Associated with Interconnection Agreements and provides, in part, as follows:

The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions. *BellSouth Merger Order*, Appendix F, Merger Condition 7.4.

13. Pursuant to Merger Condition 7.4 set forth in Paragraph 12, above, Verizon Wireless submitted to AT&T Missouri a request to extend the Agreement for a period of three years from May 10, 2007 – *i.e.*, until May 10, 2010. Exhibit 2. Verizon Wireless also requested that AT&T Missouri provide an amendment to their Agreement to reflect the three-year extension of the Agreement. *Id.*

14. On May 14, 2007, AT&T Missouri denied Verizon Wireless' request to extend the Agreement, and also refused to provide an amendment to their Agreement to reflect the requested three-year extension of the Agreement. Exhibit 3.

15. Verizon Wireless has the right to extend the Agreement for a period of three years pursuant to Merger Condition 7.4 of the *BellSouth Merger Order*. AT&T Missouri has violated the *BellSouth Merger Order* by refusing to extend the Agreement for three years from the date of Verizon Wireless' request — *i.e.*, until May 10, 2010.

16. The parties' Agreement contains dispute resolution provisions at Section 13. Those dispute resolution provisions are not applicable to this dispute because they apply only to "controversies or claims of \$25,000 or less." This dispute concerning the extension of the Agreement for three years has a value greater than \$25,000.

WHEREFORE, Verizon Wireless requests that this Commission:

- (a) Declare that AT&T Missouri has violated the *BellSouth Merger Order* and unlawfully denied Verizon Wireless' request to extend the Agreement for a period of three years;
- (b) Order AT&T Missouri to execute an amendment in the form attached to this Complaint as Exhibit 4 to extend the term of the Agreement until May 10, 2010; and
- (c) Grant such other relief as the Commission deems just and appropriate.

Respectfully submitted,

OTTSEN, MAUZÉ, LEGGAT & BELZ,  
L.C.

By: Thomas E. Pulliam  
James F. Mauzé #18682  
Thomas E. Pulliam #31036  
112 South Hanley Road  
St. Louis, MO 63105-3418  
(314) 726-2800  
(314) 863-3821 (fax)  
tepulliam@aol.com

Dated: November 7, 2007

James G. Pachulski  
TechNet Law Group, P.C.  
1100 New York Ave., NW, Suite 365W  
Washington, DC 20005  
(202) 589-0120  
(202) 589-0121  
jpach@technetlaw.com

Attorneys for Complainants Verizon  
Wireless (VAW) LLC, Cellco Partnership,  
St. Joseph Celltelco, and CyberTel Cellular  
Telephone Company all d/b/a Verizon  
Wireless

STATE OF GEORGIA )  
COUNTY OF CHEROKEE ) ss

VERIFICATION

Lance D. Murphy, being first duly sworn, on his oath, states that he is an employee of Verizon Wireless (VAW), LLC, Celco Partnership, St. Joseph Celltelco, and CyberTel Cellular Telephone Company, all d/b/a Verizon Wireless, that he has knowledge of the matters stated in this Complaint, and that said matters are true and correct to the best of his knowledge and belief.

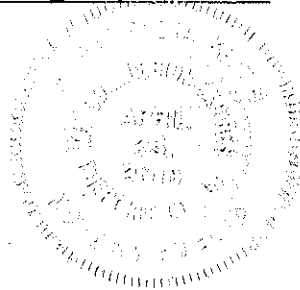
Lance D. Murphy  
Name: Lance D. Murphy  
Title: Member Technical Staff

Subscribed and sworn to before me this 6<sup>th</sup> day of NOVEMBER, 2007.

H. Patricia Keith  
Notary Public

My Commission Expires:

H Patricia Keith  
Notary Public  
Cherokee County, Georgia  
My commission expires April 25, 2010



## CERTIFICATE OF SERVICE

The undersigned hereby states that a true and complete copy of this Complaint was mailed by U.S. mail, first-class postage prepaid, on the 7<sup>th</sup> day of November, 2007 to the following parties:

General Counsel  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, Missouri 65102-0360

Office of the Public Counsel  
P.O. Box 2230  
Jefferson City, Missouri 65102-2230

AT&T Missouri  
Director – Access Product Mgt  
One Bell Center, Rm. 7-Z-1  
St. Louis, Missouri 63101

*Thomas E. Pulliam*

---