

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

Application for Approval of an Amendment     )  
To the Traffic Termination Agreement         )  
with New Cingular Wireless PCS, LLC and its   )  
Operating Affiliates d/b/a AT&T Mobility       )  
Case No. \_\_\_\_\_

**APPLICATION**

Comes now Fidelity Communications Services I, Inc. (hereinafter "Company"), pursuant to 47 U.S.C. 252 and 4 CSR 240-3.513(6)(C), and hereby requests that the Commission approve an amendment to the existing Traffic Termination Agreement, or interconnection agreement, between Company and New Cingular Wireless, LLC and its Operating Affiliates d/b/a AT&T Mobility ("AT&T Mobility"). In support of this Application, Company states as follows:

1. Company is an incumbent local exchange telecommunications company (ILEC), properly certificated and doing business in Missouri. The name and address of its principal contact for this case is as follows:

W.R. England, III  
Brian T. McCartney  
Brydon, Swearngen & England P.C.  
312 East Capitol Avenue  
P.O. Box 456  
Jefferson City, MO 65102-0456  
(573) 635-7166 voice  
(573) 634-7431 fax

3. AT&T Mobility is a Delaware limited liability company authorized to do business in the state of Missouri. Copies of filings made in this proceeding can be served upon the following contact for AT&T Mobility:

Sheila M. Paananen  
Lead Carrier Relations Manager  
National Access Management  
AT&T Services, Inc.  
26019 NE 34<sup>th</sup> Street  
Redmond, WA 98053  
(425) 898-9634

4. In Case No. TO-2004-0446, the Commission approved the wireless Traffic Termination Agreement currently in effect between Company and AT&T Mobility.

5. In an Order released November 18, 2011 (the "FCC Order"),<sup>1</sup> the FCC directed that forward-looking cost based reciprocal compensation rates for intraMTA traffic exchanged by CMRS providers and ILECs be replaced with a "bill and keep" rate (i.e., zero compensation) for such traffic effective July 1, 2012, and has further directed that ILECs enter into good faith negotiations with CMRS carriers requesting amendments to existing interconnection agreements based upon change of law provisions.

6. AT&T Mobility has made such a request to Company, and thereafter AT&T and Company have voluntarily agreed to the Amendment for which approval is requested herein. The Amendment is attached hereto.

7. The Amendment has been negotiated, agreed, and executed voluntarily, in compliance with the aforementioned FCC Orders, by AT&T Mobility and Company.

8. There are no outstanding issues for which mediation or arbitration are needed or requested.

9. This Amendment has not been previously approved by this Commission.

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<sup>1</sup> *In the Matter of the Connect America Fund, et al.*, WC Docket No. 10-90 et al. (see paragraphs 736-846), as modified by its December 23, 2011 Order in that same docket (see paragraphs 6-8).

10. The Amendment primarily changes the rate for intraMTA traffic exchanged between AT&T Mobility and the Company. The Amendment also makes other changes to the Agreement consistent with the FCC Order.

11. Company requests approval of the Amendment. The implementation of this Amendment complies with Section 252(e) of the Act in that the Amendment is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier.

12. Company has no pending actions or final, unsatisfied adverse judgments or decisions which involve customer service or rates that have occurred within the last three years from the date of this Application. Company has no annual report or assessment fees that are overdue.

WHEREFORE, Company respectfully requests that the Commission enter an Order approving this Amendment.

Respectfully submitted,

**/s/ Brian T. McCartney**

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W.R. England, III                      Mo. Bar #23975  
Brian T. McCartney                  Mo. Bar #47788  
Brydon, Swearngen & England P.C.  
312 East Capitol Avenue  
P.O. Box 456  
Jefferson City, MO 65102-0456  
(573) 635-7166  
(573) 634-7431 FAX  
[trip@brydonlaw.com](mailto:trip@brydonlaw.com)  
[bmccartney@brydonlaw.com](mailto:bmccartney@brydonlaw.com)

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was delivered by electronic mail this 15<sup>th</sup> day of August, 2012, to counsel of record.

Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102

Sheila M. Paananen  
Lead Carrier Relations Manager  
National Access Management  
AT&T Services, Inc.  
26019 NE 34<sup>th</sup> Street  
Redmond, WA 98053

**/s/ Brian T. McCartney**

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**VERIFICATION**

I, Dave Beier, Vice President - Regulatory of Fidelity Communications Services I, Inc., hereby verify and affirm that I have read the foregoing APPLICATION and that the statements contained herein are true and correct to the best of my information and belief.

Dave Beier

STATE OF MISSOURI    )  
                                  ) ss  
COUNTY OF FRANKLIN )

Subscribed and sworn to me, a Notary Public, on this 8<sup>th</sup> of August, 2012.

Kalyn R. Center  
Notary Public

My Commission expires 11-4-14.

KALYN R. CENTER  
Notary Public-Notary Seal  
State Of Missouri  
Franklin County  
My Commission Expires November 4, 2014  
Commission # 10427483

**AMENDMENT TO THE TRAFFIC TERMINATION AGREEMENT  
BETWEEN NEW CINGULAR WIRELESS PCS, LLC, AND ITS COMMERCIAL  
MOBILE RADIO SERVICES (CMRS) OPERATING AFFILIATES, D/B/A AT&T  
MOBILITY AND FIDELITY COMMUNICATIONS SERVICES I, INC.**

This Amendment to the Traffic Termination Agreement (Amendment) between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service (CMRS) Operating Affiliates, d/b/a AT&T Mobility (“AT&T Mobility”) and Fidelity Communications Services I, Inc., a Local Exchange Carrier (“LEC”), certificated to provide local exchange services in the State of Missouri (AT&T Mobility and LEC are also sometimes referred to as “Party” or, collectively, “Parties”).

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Traffic Termination Agreement (TTA) pursuant to Section 251(b)(5) of the Telecommunications Act of 1996; and

WHEREAS, the rights and obligations of the AT&T Mobility predecessors in interest, (including Cingular Wireless, LLC) under the TTA were assigned to New Cingular Wireless PCS, LLC; and

WHEREAS, the Federal Communications Commission (FCC) issued its Universal Service Fund(USF)/Intercarrier Compensation (ICC) Transformation Order, FCC 11-161(Nov 18, 2011), on Recon, FCC 11-189 (Dec. 23, 2011) (“USF/ICC Order”) which, among other things, substantially changes the rules governing the exchange of Non-Access Telecommunications Traffic between Commercial Mobile Radio Service (CMRS) providers and Local Exchange Carriers (LECs) and the Parties hereto desire to conform their interconnection and traffic exchange arrangements to the new rules therein established; and

WHEREAS, the Parties also desire to amend the TTA to update and/or revise other terms and conditions of their TTA.

### AGREEMENT

NOW THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the TTA as follows:

#### SECTION 2 – DEFINITIONS

The Parties intend the TTA to incorporate certain defined terms that the FCC has used in its new USF/ICC Order. Therefore, the Parties agree that the term “Non-Access Telecommunications Traffic”, as applied to traffic exchanged between LEC and AT&T Mobility, shall be synonymous with, and have the same meaning as, “Local Traffic” or “IntraMTA Traffic” as those terms are defined or used in the TTA. The term “Access Telecommunications Traffic” as applied to traffic exchanged between LEC and AT&T Mobility shall be synonymous with, and have the same meaning as, “Non-Local Traffic” or “InterMTA Traffic” as those terms are defined or used in the TTA.

#### SECTION 3 – TRAFFIC EXCHANGE

The Parties intend the TTA to incorporate the FCC’s interim default rule regarding the responsibility for the transport costs applicable to Non-Access Telecommunications traffic exchanged between CMRS providers and rural, rate of return regulated LECs. Therefore, the Parties agree that LEC will be responsible for transport to AT&T Mobility’s chosen interconnection point when it is located in the LEC’s service area. When AT&T Mobility’s chosen interconnection point is located outside LECs’ service area, LEC’s transport and provisioning obligation stops at its meet point and AT&T Mobility is responsible for the remaining transport to its interconnection point.

## SECTION 4 – COMPENSATION

The Parties intend the TTA to incorporate the FCC's compensation mechanism for Non-Access Telecommunications Traffic exchanged between LECs and CMRS providers. Therefore, the Parties agree that, effective July 1, 2012, they will cease billing each other reciprocal compensation at the per minute-of-use, reciprocal compensation rates contained in the TTA and thereafter exchange Non-Access Telecommunications Traffic on a bill-and-keep methodology (i.e., a zero (0) intercarrier compensation rate for non-access telecommunications traffic in either direction exchanged between the Parties). Access Telecommunications Traffic terminated by one Party to the other Party will continue to be compensated at the applicable access rate(s) of LEC.

Further, the Parties intend the TTA, and its bill and keep compensation arrangement, to be limited to the exchange of Non-Access Telecommunications Traffic originating from or terminating to a CMRS provider. In that regard, the Parties agree that the TTA will apply only to (1) traffic that originates on LEC's network and is routed to AT&T Mobility's wireless network for termination by AT&T Mobility, and 2) traffic that originates through wireless transmitting and receiving facilities before AT&T Mobility delivers traffic to LEC for termination by LEC.

## SECTION 10 – TERM OF THE AGREEMENT

The Parties agree to amend the term of their TTA from one that automatically renews for successive one year terms to a month-to-month agreement. The Parties further agree that they may terminate the TTA or request renegotiation of the TTA upon thirty (30) days written notice to the other Party. If upon expiration or termination of this TTA, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its

obligations and provide the services described herein under this TTA until such time as the successor agreement becomes effective.

**SECTION 15 – NOTICE**

The Parties agree to amend the notice section of the TTA to reflect the change in contact persons and/or their address as follows:

**In the case of AT&T MOBILITY:**

AT&T Mobility LLC  
1277 Lenox Park Blvd.  
Suite 4A42  
Atlanta, GA 30319  
Attn: Senior Contract Manager  
Phone: 404-499-6086  
Fax: 404-986-8452

With a copy to:  
AT&T Services, Inc.  
Legal Department  
675 West Peachtree Street  
Atlanta, GA 30308  
Attn: Interconnection Agreement Counsel  
Fax: 404-927-3618

**In the case of LEC to:**

Fidelity Communications Services I, Inc.  
Attn: Dave Beier  
64 North Clark  
Sullivan, MO 63080  
Tele. No.: 573/468-8081  
Fax No.: 573/468-5440

With a copy to:

W.R. England, III  
Brydon, Swearngen & England P.C.  
312 East Capitol Avenue  
P.O. Box 456  
Jefferson City, MO 65102-0456  
Telephone Number: 573/635-7166  
Facsimile Number: 573/634-7431

SECTION 20 – MISCELLANEOUS

The Parties agree to amend the TTA to add the following provisions:

a. Except as expressly set forth in this Amendment, all other terms and conditions of the TTA shall remain in full force and effect without change.

b. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the TTA. To the extent there are any inconsistencies between the provisions of this Amendment and the TTA, the provisions in this Amendment shall govern.

c. This Amendment may be executed in several counterparts, and, when so executed and delivered, shall constitute an original TTA and all such separate counterparts shall constitute but one of the same instrument. Facsimile counterparts of the Amendment shall also constitute an original for all purposes.

d. The individuals signing this Amendment represent and warrant they are authorized or empowered to enter into this Amendment on behalf of their respective Parties.

IN WITNESS WHEREOF, the Parties hereto make and execute this Amendment to the TTA to be effective on July 1, 2012.

Signatures

**NEW CINGULAR WIRELESS PCS, LLC  
AND ITS COMMERCIAL MOBILE RADIO  
SERVICE OPERATING AFFILIATES,  
D/B/A AT&T MOBILITY**

*Sheila Paananen*  
(Signature)

Sheila Paananen  
(Print Name)

Lead Carrier Relations Manager  
(Title)

6/7/12  
(Date)

**FIDELITY COMMUNICATIONS  
SERVICES I, INC.**

*Dave Beier*  
(Signature)

Dave Beier  
(Print Name)

VP - Regulatory  
(Title)

6/15/12  
(Date)