

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

DOCKET NO. CT20-001

IN THE MATTER OF THE COMPLAINT)
OF VENTURE COMMUNICATIONS) FIRST AMENDED
COOPERATIVE AGAINST AT&T MOBILITY) COMPLAINT

Venture Communications Cooperative, Inc. (“Venture”) by and through its attorneys of record, Riter Rogers LLP, Pierre, South Dakota submits this First Amended Complaint against AT&T Mobility (“AT&T M”) for failing to pay for local interconnection facilities ordered by AT&T M, as set forth in Venture’s original Complaint, and for its subsequent unilateral breach of the parties’ Reciprocal Interconnection, Transport, and Termination Agreement (“ICA”)¹ and unlawful use of an LNP transport facility owned in part by Venture. As a result of AT&T M’s actions, the parties’ agreed-upon local traffic exchange arrangement has been lost, and Venture’s customers must now reach AT&T M’s customers as a toll call. Before AT&T M’s reconfiguration of its facilities, which reconfiguration employed a spoofing technique to misuse a trunk used to transport ported traffic, these calls were local.

Background

1. In May 2020, Venture filed its initial Complaint against AT&T M for failure to pay for local interconnection facilities. Venture restates, realleges, and fully incorporates herein, each and every allegation in its initial Complaint.

¹ A copy of the ICA was filed in the record as an attachment to the Pre-Filed Testimony of Fay Jandreau. *See also* Docket TC04-033.

2. These facilities were ordered pursuant to the parties' ICA. As further explained in Venture's Complaint, these facilities were used by AT&T M for direct local interconnection which – until AT&T M recently abandoned direct interconnection – allowed local, seven-digit dialing between Venture's customers and AT&T M's customers. *See also*, Pre-filed Direct Testimony of Fay Jandreau, p. 3; Pre-filed Testimony of Dan Le, pp. 3-4. As set forth in Venture's Complaint, AT&T M stopped paying for these facilities, though it continued to use them. Subsequent to the filing of the Complaint, associated pleadings were filed by both parties, including pre-filed testimony.² A hearing on the Complaint proceeding has not been scheduled to date. Settlement negotiations ensued between the parties which were unsuccessful. The Commission has jurisdiction over the original Complaint and this First Amended Complaint.

3. In March and April of 2022, AT&T M advised Venture of certain desired testing on the three trunk groups at issue in the Complaint. The purpose of the testing, as described by AT&T M to Venture, was to confirm the routing scheme for ported versus non-ported subscribers. It later became apparent to Venture that AT&T M's real aim was to circumvent the need for direct interconnection by misusing an interexchange facility designated for local number portability use. This facility is owned in part by Venture, but Venture was not notified of its misuse.

4. In late June 2022, Venture received AT&T M disconnection orders, via Access Service Requests (ASRs), for the three local trunk groups at issue in the original Complaint.³ The ASRs were unusual for several reasons. First, unlike the original ASR documents, these ASRs

² AT&T Mobility also filed a Motion for Summary Judgement in the matter, which was denied after argument before the Commission, in July 2021.

³ AT&T Mobility Access Service Request, attached hereto as Exhibit 1.

contained no “Translation” instruction, which typically runs to several pages. These instructions are necessary to establish the local calling pattern from Venture’s customers to AT&T M number blocks -- which represent the telephone numbers for AT&T M’s wireless customers. Instead, in a “Remarks” section of the ASRs, AT&T M suggested that local calls from Venture’s customers to AT&T M’s customers be carried by Venture to a “...Local or intra-lata tndm [tandem] idntfd [identified] in LERG [Local Exchange Routing Guide].”⁴ Boiled down, this “Remark” instructed Venture to carry traffic to the SDN tandem in Sioux Falls, well beyond the boundaries of Venture’s service area or end office rate centers referenced in Section 4.2.2 of the Parties’ ICA. Accordingly, this was contrary to the direct interconnection arrangement in the parties’ ICA and represented a violation of that ICA.

5. All of these things are new. To Venture’s knowledge, AT&T M had not previously broken its direct interconnection with Venture; it had not requested Venture to haul local traffic on the LNP interexchange facility for AT&T M across the state; and it has never tendered an ASR without translation information explaining the required local calling pattern.

6. In late July, Venture advised AT&T M that, in light of AT&T M’s abandonment of the Direct Interconnection and consequent abandonment of local calling ability between the parties’ customers, Venture would process the ASRs requesting the disconnection of these three trunks. Venture specifically warned that local calling to AT&T M’s mobile numbers would become toll calls, which would also affect ported numbers to third party carriers.

⁴ *Id.*

7. "1+" toll calling was thereafter implemented for these formerly local calls.

Venture is informed that the Commission's offices have received complaints from Venture's customer/cooperative owners.

Breach of Interconnection Agreement

8. The ICA entered into between the parties and filed with this Commission on February 18, 2004 governs the traffic arrangements in question. The ICA states, at page 1, that the ICA sets forth the terms, conditions, and prices under which the parties either (a) "... agree to directly interconnect [their] networks ..." or (b) "... transport and terminate the telecommunications traffic originated by the other Party and delivered via the network of a Third Party Provider."

9. AT&T's unilateral decision to route its traffic to an LNP facility violates Section 3.0 of the ICA. Section 3.0 provides a description of the interconnection facilities that are acceptable under the agreement. Of note, Section 3.3.1 provides that the CMRS provider may provide its own facilities or purchase an entrance facility and transport from a Third Party Provider to deliver its own traffic to Venture. The LNP facility being used by AT&T does not fall under any of the facility descriptions provided for in Section 3.0. As such, it may not be used for interconnection under the ICA.

10. AT&T's request for Venture to deliver traffic to the SDN tandem in Sioux Falls is also a violation of the ICA. Section 4.0 sets forth the terms and conditions for transmission and routing of traffic. There are three types of acceptable transmission and routing arrangements under the ICA: direct interconnection for mobile to land traffic (Section 4.1); direct interconnection for land to mobile traffic (Section 4.2); and indirect interconnection for mobile to land traffic (Section 4.3). Important here is the fact that the only acceptable type of transmission

and routing for land to mobile traffic is direct interconnection. AT&T's unilateral action amounts to an indirect interconnection for land to mobile traffic, as it interposes a third-party facility between AT&T M and Venture.⁵

Venture and Its Customers/Owners Have Been Damaged

11. Venture and its customers/owners have been damaged by AT&T M's abandonment of its direct, local interconnection. Formerly local calls have now been transformed into toll calls by AT&T's disconnection orders from these local facilities. It should be noted that AT&T M neither acted to terminate the agreement, nor to renegotiate its terms. This unilateral abandonment of local calling violates the parties' ICA, negotiated and implemented to provide local calling via Direct Interconnection.

Prayer for Relief

Accordingly, Venture prays for judgment against AT&T M, and other relief, as follows:

- A. A new procedural schedule be issued for the pre-filing of testimony and exhibits by the parties on the issue of AT&T's abandonment of Direct Interconnection;
- B. Payment of all unpaid and outstanding amounts owed by AT&T M to Venture, including late charges;
- C. Damages in favor of Venture and its customers/owners for AT&T's unilateral abandonment of the parties' Direct Interconnection and consequent indirect imposition of toll calling;
- D. Pre-judgment interest and post-judgment interest on all unpaid balances herein;

⁵ According to the ICA at page 3, "Indirectly Connected" refers to a network arrangement in which the networks of the Parties are connected through a Third Party Provider's facilities.

E. Venture' s costs and expenses herein; and

F. For such other and further relief as the Commission deems just.

DATED this _____ day of _____, 2022.

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