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May 12, 2020

Ms. Patricia Van Gerpen
SD Public Utilities Commission
500 E. Capitol Ave.
Pierre, SD 57501

Re: In the Matter of the Complaint of Venture Communications
Cooperative Against AT&T Mobility

Dear Ms. Van Gerpen:

Attached for electronic filing, please find Complaint in the above matter.

If you have any questions, please contact me.

Sincerely yours,

RITER ROGERS, LLP

By: *Darla Pollman Rogers*
Darla Pollman Rogers

DRP-wb

Enclosure

Robert C. Riter, Jr
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Lindsey Riter-Rapp
Kody R. Kyriss, Associate

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

DOCKET NO. _____

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

Venture Communications Cooperative, Inc. (“Venture”) by and through its attorneys of record, Riter Rogers, LLP, Pierre, South Dakota hereby submits this Complaint against AT&T Mobility, and its affiliates, partners, and/or subsidiaries (“AT&T M”) for failing to pay for local interconnection facilities ordered by AT&T M in Access Service Requests (“ASRs”) at the rates set forth in Venture’s price list. This is a Complaint pursuant to ARSD 20:10:01:07.01 and SDCL Ch. 49-13 and 49-31.

PARTIES

1. Venture is a South Dakota Cooperative with its principal place of business at 218 Commercial Avenue, S.E., Highmore, SD 57345. Venture is an incumbent local exchange carrier (“LEC”) that provides various telecommunications services, including but not limited to local and long distance services to its customers. As a LEC, Venture is obligated under the Communications Act of 1996 “to establish reciprocal compensation arrangements for the transport and termination of telecommunications.” 47 U.S.C. § 251(a)(5).

2. AT&T M is a LLC with offices at 1025 Lenox Park Boulevard NE, Atlanta, Georgia 30319. AT&T M is a Commercial Mobile Radio Service (“CMRS”) provider that offers wireless telecommunications services. AT&T M is authorized to do business in South Dakota.

BACKGROUND

3. In early January of 2004, Venture and AT&T M's predecessor entered into a Reciprocal Interconnection Transport and Termination Agreement ("the Agreement") pursuant to the requirements of Section 251(b)(5) of the Telecommunications Act of 1996. The Agreement was filed with the South Dakota Public Utilities Commission ("SD PUC") on February 18, 2004, as required by 47 U.S.C. § 252(c)(1). By Order dated April 5, 2004, the SD PUC approved the Agreement.

4. The Agreement sets forth the terms, conditions and prices under which Venture and AT&T M will interconnect their respective networks, either directly or indirectly via the network of a third party provider.

5. For a portion of the traffic exchanged between Venture and AT&T M, their networks interconnect indirectly, utilizing the transport services of South Dakota Network ("SDN") in Sioux Falls, South Dakota. For AT&T M mobile to land traffic destined to Venture customers, AT&T M connects to Venture's end offices located in Highmore, Sisseton, and Britton South Dakota. AT&T M pays SDN for transport and pays Venture for local interconnection into Venture's switch, per Venture's local price list. For land to mobile traffic, the route is the same, with the traffic flowing in the opposite direction.

6. The Agreement between the parties continues in full force and effect today¹ and traffic has been exchanged in the same manner since inception of the Agreement.

7. AT&T M interconnects with Venture's switch using SS7 trunks at the Digital Signal level 0 rate ("DS0"). DS0 is defined by Wikipedia as *"Digital Signal 0 ("DS0") is a basic digital signaling rate of 64 kilobits per second ("kbit/s"), corresponding to the capacity of*

¹ One amendment has been executed by the parties to the Agreement as a result of the FCC's November 18, 2011 Order, but it is not relevant to the issues addressed in this Complaint.

one analog voice-frequency-equivalent communication channel.” Consistent with this definition, each SS7 trunk is capable of providing interconnection for a single call at any given time. AT&T M orders the interconnection trunks by submitting industry-standard ASRs to Venture. Venture complies with the ASR, then bills AT&T M for the services AT&T M orders, pursuant to its price list for provisioning of local services to carriers.

THE DISPUTE

8. AT&T M ordered and has paid for SS7 trunks at DS0 level for years. In August of 2019, AT&T M began short-paying Venture for 96 DS0 mobile cellular digital trunks and associated charges.

9. AT&T M is disputing monthly recurring charges on a total of 96 trunks (24 trunks in four circuits), as follows:

Circuit 22/HCGS/158146

<u>Qty</u>	<u>Description</u>	<u>Rate</u>	<u>Total</u>
1	SS7 Route Set	\$150	\$150
24	SS7 Signaling charge	\$10	\$240
24	Mobile Cellular Digital Trunks	\$98.50	\$2364
Total monthly recurring charges, per circuit			\$2754.00

The disputed charges are the same for the other circuits, namely Circuit 22/HCGS/159385,

Circuit 22/HCGS/159249, and Circuit 22/HCGS/117755.

10. AT&T M has claimed that the pricing of the SS7 trunks transported within the four DS1 circuits listed in paragraph 9 should be governed by the LECA or NECA tariffs. AT&T M also claimed that it ordered DS1s for *interconnection* purposes, rather than the 24 separate DS0s. While DS1s are commonly used for *transport* purposes, Time Division Multiplexed

(“TDM”) interconnection can only be accomplished at a DS0 level or a single voice frequency equivalent communication channel. Venture is providing interconnection facilities to AT&T M, not transport.

11. Venture has continuously denied AT&T M’s claims. AT&T M refused to accept Venture’s explanation of its bills and denial of AT&T M’s claims. Commencing with the August 2019 billing, AT&T M ceased paying Venture’s bills for the interconnection trunks it ordered from Venture. From that date through the February 2020 billing, AT&T M short-paid Venture \$76,402.06, which sum continues to increase monthly. AT&T M refuses Venture’s demands for payment.

BASIS FOR CHARGES

12. Section 3.1 of the Agreement describes the types of Interconnection Facilities that may be utilized by the parties for the exchange of traffic. The pricing of the Interconnection Facilities is addressed in ¶5.0 of Appendix A of the Agreement.

To the extent CMRS Provider requires facilities referenced in 3.1, such facilities will be made available and the price will be based upon the lowest Telephone Company interstate or intrastate rate published in the Telephone Company’s tariff or pricing catalog.

13. Venture’s interstate tariff is the NECA tariff, and its intrastate tariff is the LECA tariff. Those tariffs include pricing for switched access charges and transport, but not for local interconnection. Venture’s local pricing catalog includes a monthly rate for “Mobile Cellular Digital Trunks” of \$98.50 per trunk.² It also contains an SS7 Signaling Charge of \$10 per trunk

² Venture’s pricing catalog is titled “Telephone Tariff”; but it contains the prices for local services Venture bills to all carriers.

per month. Venture's pricing catalog covers services/facilities that are not covered in the tariffs.

Venture is authorized to use its pricing catalog, per the Agreement.

14. The rate elements set forth in Paragraph 9 consist of the following:

- SS7 Route Set of \$150: The route set is established for the purpose of supporting call signaling and is charged on a per trunk group basis. Venture does not set this charge, it is a pass through charge from SDN.
- SS7 Signaling Charge of \$10. This per trunk charge is established to recover Venture's costs associated with performing the call signaling. The monthly rate is contained in Venture's local price list.
- Mobil Cellular Digital Trunk Charge of \$98.50. This is the charge for each trunk supporting a single simultaneous call. It is charged on each of the 24 trunks within each of the four disputed circuits. The monthly rate is also contained in Venture's local price list.

AT&T RECEIVED THE SERVICES IT ORDERED PER ASRs

15. Venture provided the trunks pursuant to the instructions of AT&T M contained in the ASR's submitted to Venture, which required Venture to establish a new end office Trunk Group for 2-way (originating and terminating) traffic, utilizing Signaling System 7 for call signaling, with 24 trunks at DS0 rates. All of the 96 trunks were tested and accepted by AT&T M at the time of turn up. Of the four circuits being disputed, one was activated in 2012 and three replaced existing circuits in 2018, pursuant to ASR's submitted by AT&T M in late 2017. Nothing has changed the manner in which Venture has provided interconnection to AT&T M since the parties negotiated the Agreement.

SHORT-PAY NOT AUTHORIZED BY AGREEMENT

16. The Agreement does not authorize AT&T M to discontinue payment of charges it disputes.
17. Venture has correctly denied AT&T M's disputes.

PRAYER FOR RELIEF

WHEREFORE, Venture prays for judgment against AT&T M as follows:

- A. Payment for unpaid interconnection charges and late payment charges thereon, as proven at the contested hearing on this Complaint;
- B. Pre-judgment interest and post-judgment interest on all unpaid balances herein;
- C. Venture's costs and expenses herein; and
- D. For such other and further relief as the Commission deems just.

DATED this 12th day of May, 2020.

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