BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

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O1 Communications, Inc. (U-6065-C), *Complainant* vs. New Cingular Wireless Pcs, LLC (U-3060-C) and AT&T Mobility Wireless Operations Holdings, Inc. (U-3021-C) *Defendants*	C.15-12-020

O1 COMMUNICATIONS, INC. (U-6065-C) MOTION FOR PARTIAL SUMMARY JUDGMENT

[PUBLIC VERSION]

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Pursuant to Commission Rule of Practice and Procedure 11.1, O1 Communications, Inc. ("O1") (U-6065-C) hereby files this Motion for Partial Summary Judgment ("Motion"). O1 will demonstrate below that it is undisputed based on the entire record of this proceeding that, as alleged in O1's Complaint, ATT-M is offering direct connect agreements to at least three other similarly situated carriers but continues to decline to offer direct connection to O1 under the same rates, terms and conditions.[1] On that basis, as a matter of law, ATT-M is discriminating against O1 and has engaged in unjust and unreasonable conduct in violation of state and federal law. The Commission should direct ATT-M to offer O1 the same agreement offered to similarly situated carriers, compensate O1 for additional costs and lost revenue arising from ATT-M's unilateral decision to disconnect O1's direct connect trunk, and close this proceeding.

SUMMARY

The record of this proceeding consists of O1's Complaint, Motion for Temporary Restraining Order, and three rounds of testimony, which included exhibits consisting of responses to data requests, traffic exchange agreements, communications between the parties and other documents. As a matter of law, the record shows that ATT-M is discriminating against O1 in violation of Section 453[2] by offering direct connection agreements at preferential rates, terms and conditions to at least three other similarly situated carriers compared to the rates terms and conditions offered to O1. The evidence further supports a finding as a matter of law that ATT-M violates Section 451 by proposing to charge O1 unreasonable rates for interconnection. The evidence also demonstrates that O1 has and will continue to suffer harm as a result of ATT-M's discriminatory and unreasonable treatment.

[1] James Mertz Rebuttal Testimony, pp. 17-18, and Confidential Exhibit JM WW.

[2] All statutory references are to the California Public Utilities Code unless otherwise stated.

The undisputed record shows that ATT-M discriminated against O1 in several ways. First, ATT-M has had and continues to have agreements with similarly situated CLECs through which it offers the ability to direct connect, but it disconnected direct connection facilities with O1. Second, even if ATT-M offered O1 direct connection, ATT-M's "best and final" offer to O1 is less favorable than agreements ATT-M currently has in place with three similarly situated CLECs for interMTA traffic sent over direct connections. Third, ATT-M's "best and final" offer to O1 required O1 to route **BEGIN CONFIDENTIAL *** [redacted] ***END CONFIDENTIAL** while ATT-M does not impose the same routing restriction on other CLECs. Fourth, ATT-M proposed a minimum volume requirement in order to allow O1 to maintain direct connections while it is not imposing such a volume requirement on other CLECs or it did so but allowed them to spread the minimum over two types of traffic instead of one, as was proposed to O1. The Chart attached to Mertz' Rebuttal Testimony as Confidential Exhibit WW compares the key terms of these four CLEC agreements to ATT-M's "best and final" offer to O1. Confidential Exhibit JM WW.

Commission precedent has recognized that when a utility makes an offer available to any carrier, such offer triggers non-discrimination provisions of federal law. *Qwest Communications Co. v. MCImetro Access Transmission Services, LLC,* Order Granting Rehearing of Decision (D.) 10-07-030, and Vacating the Decision, D. 11-07-058, Case No. 08-08-006 (2011) ("Qwest Order Granting Rehearing") at pp. 4-5. A determination of whether a carrier has engaged in discrimination forbidden by state and federal law must take into consideration all of the surrounding facts and circumstances. *In re Atchison, Topeka and Santa Fe Railway Company*, 43 CRC 25, 34 (1940) Thus, analysis of discrimination necessarily must involve an analysis of

the facts.

As demonstrated below, the undisputed factual record in this matter demonstrates that ATT-M has violated Sections 453 and 451 by offering similarly situated CLECs direct connection agreements at rates, terms and conditions it refuses to make available to O1. Therefore O1 is entitled to judgment as a matter of law in its favor on its Second and Third Causes of Action.

STANDARD FOR SUMMARY JUDGMENT

The purpose of a motion for summary judgment is to resolve policy and legal issues, and identify disputed issues of material fact, if any, that would require further evidentiary proceedings. Commission precedent holds, "The Motion shall be granted if all the papers show that there is no triable issue as to any material fact and the moving party is entitled to judgment as a matter of law." *Application of Pacific Bell Telephone Company to Modify D.94-09-065 to Enable SBC to Reduce Prices to Meet Competition,* Order Modifying Decision and Denying Rehearing of the Decision as Modified, 2005 Cal. PUC LEXIS 260 (2005) at p. 5 (quoting *Westcom Long Distance v. Pac Bell*, 54 CPUC 2d 244, 249 (1994)).

STATEMENT OF UNDISPUTED FACTS

A. ATT-M offers direct connections to similarly situated carriers, but refuses to offer a direct connection agreement to O1.

The undisputed evidence presented in the record of this case demonstrates that ATT-M has agreements with similarly situated CLECs, in California that allow direct interconnection. In response to O1's first set of data requests in this case, ATT-M identified **BEGIN CONFIDENTIAL *** ***END CONFIDENTIAL** carriers with which it has direct connection facilities in place for traffic exchanged in California. Confidential Ex. JM-R

ATTMOBILITY-000597 and AT&T later revised the list, adding one carrier and removing others, but ending with **BEGIN CONFIDENTIAL *** ***END CONFIDENTIAL** carriers with which it has direct connection facilities in California. Confidential Ex. JM-R, ATTMOBILITY-000987. At first, AT&T produced **BEGIN CONFIDENTIAL *** ***END CONFIDENTIAL** agreements produced, AT&T represented that **BEGIN CONFIDENTIAL *** ***END CONFIDENTIAL** multi-state direct connection agreements exist with non-ILECs for traffic exchanged in California. Confidential Ex. JM-S Whether ATT-M has **BEGIN CONFIDENTIAL *** ***END CONFIDENTIAL** direct connection agreements with other carriers, ATT-M's responses to these data requests prove that AT&T has given direct connections to some carriers while at the same time, disconnecting the direct connection facilities with O1 and refusing to offer O1 a comparable agreement .

B. ATT-M's "best and final" offer to O1 was less favorable than that offered to similarly situated CLECs.

1. <u>Termination Rates</u>

It is undisputed that ATT-M's "best and final" offer to O1 proposed a rate of **BEGIN CONFIDENTIAL*** ***END CONFIDENTIAL** per MOU for any interMTA traffic transmitted above a *de minimis* amount over the direct connections. Confidential Exhibit JM DD.

In an effort to determine whether ATT-M is offering or has offered a rate better than **BEGIN CONFIDENTIAL*** ***END CONFIDENTIAL** to any other carrier during the period of negotiations, O1 asked a direct question in discovery. Data Request 2-32 asked:

For the time period August 2012 to the present, please state whether ATT-M is a

party to any agreement with a Service Provider (including subsidiaries of AT&T Inc.) to exchange InterMTA Traffic over direct connections at rates below $.0009 per minute of use. Confidential Ex. JM-V

Rather than answer directly, ATT-M listed **BEGIN CONFIDENTIAL *** [redacted] *** END CONFIDENTIAL** which offer direct connections to other non-affiliated carriers in California stating that the agreements "speak for themselves." Once ordered by Judge Kelly to produce all agreements between ATT-M and other carriers that permit direct connection with ATT-M involving California, ATT-M supplemented its response to this Data Request several times, ultimately producing **BEGIN CONFIDENTIAL *** [redacted] *** END CONFIDENTIAL** more agreements with non ILECs that permit direct connections. Merz Confidential Rebuttal Testimony at p 2, lines 4-7.

In response to another data request, ATT-M admitted that it has several agreements through which it charges **BEGIN CONFIDENTIAL*** [redacted] ***END CONFIDENTIAL** for interMTA traffic terminated to it by some carriers. Confidential Ex. JM-W. ATT-M also produced several direct connection agreements that prove that AT&T has agreed to **BEGIN CONFIDENTIAL *** [redacted] ***END CONFIDENTIAL** for interMTA traffic with carriers other than O1. For purposes of this Motion, O1 is limiting its discussion of the direct connection agreements produced by ATT-M that are between ATT-M and CLECs which include the terms that O1 sought in negotiations with ATT-M and which ATT-M consistently refused to offer to O1.

Early in discovery, ATT-M produced one agreement for direct connection with another CLEC in California, that includes **BEGIN CONFIDENTIAL*** [redacted] ***END CONFIDENTIAL.** Confidential Exhibit JM U.

After Judge Kelly directed ATT-M to produce all agreements, ATT-M produced two more agreements with CLECs that allow the carrier to transmit **BEGIN CONFIDENTIAL*** [redacted] ***END CONFIDENTIAL.** Confidential Exhibit JM TT and Confidential Exhibit JM UU. In addition, at least one agreement with another CLEC contains a rate of **BEGIN CONFIDENTIAL *** [redacted] ***END CONFIDENTIAL**. Confidential Exhibit JM VV.

The agreements produced by ATT-M in discovery demonstrate that ATT-M agreed to **BEGIN CONFIDENTIAL*** [redacted] ***END CONFIDENTIAL** for terminating interMTA traffic, which is less than the rate offered to O1. Confidential Exhibits JM U, TT, UU and WW.

2. <u>Traffic Types</u>

In addition to offering preferential rates, the four agreements with CLECs listed on Confidential Exhibit JM WW offer similarly situated carriers preferable volume terms compared to the "best and final" offer ATT-M made to O1. ATT-M is offering agreements to three similarly situated carriers that do not require the CLEC to route **BEGIN CONFIDENTIAL** *** [redacted] ***END CONFIDENTIAL** See Confidential Exhibit JM WW and Confidential Exhibits U, VV, TT. The fourth agreement, Confidential JM UU requires **BEGIN CONFIDENTIAL*** [redacted]

[redacted] ***END CONFIDENTIAL.** Confidential Exhibit JM WW; compare Confidential Exhibits JM DD and JM UU.

3. Traffic Volumes

With regard to minimum traffic volume, ATT-M's offer to O1 required a minimum of **BEGIN CONFIDENTIAL*** [redacted] ***END CONFIDENTIAL.** Confidential Exhibits JM WW and VV.

ARGUMENT

Both state and federal law prohibit telecommunications carriers, including wireless carriers, from discriminating against or providing preferences to one customer compared to others for the same service. 47 U.S.C. §203; Cal. PUC Code §453. Moreover, both state and federal law also require wireless carriers to provide services on a just and reasonable basis. 47 U.S.C. §202; Cal. PUC Code §451. Because ATT-M has chosen to offer direct connection agreements in California to similarly situated carriers, as a matter of law, it is required to offer the same agreement to O1. Thus, the legal issue in this proceeding is not whether ATT-M is required to offer CLECs direct connection trunks. Rather, the legal issue is whether ATT-M

must offer an agreement to O1 through which it re-installs O1's direct connection trunks at the same rates, terms and conditions as similarly situated CLECs. Because ATT-M decided to enter into a direct connection agreement with *any similarly situated* CLEC for the exchange of intraMTA and interMTA traffic in California, ATT-M is obligated under anti-discrimination laws to offer these same terms to O1 for the same service, which as the record of this case demonstrates, it has not done. *Qwest Order Granting Rehearing*; *Qwest Communications Corp. v. Pacific Bell Telephone Company,* 2006 Cal. PUC LEXIS 302 (2006) [D. 06-08-006, Case No. 05-05-030] ("Qwest Pac-Bell Order"). It is undisputed that ATT-M has entered into four direct connection agreements that extend preferences to other similarly situated CLECs that ATT-M is unwilling to offer to O1, thereby discriminating against O1. Thus, O1 is entitled as a matter of law to summary judgment on its Second and Third Claims for Relief – discrimination and unjust and unreasonable conduct claims. Therefore, ATT-M should be directed to allow O1 to adopt one of the agreements it is offering to similarly situated CLECs and be ordered to make restitution for harm to O1 due to ATT-M's improper conduct.

A. ATT-M Is Discriminating Against O1 by Offering Direct Connect Agreements to Similarly Situated CLECs But Refusing the Same to O1.

Cal. Pub. Util. Code Section 453 prohibits unreasonable discrimination by public utilities operating in California:

> (a) No public utility shall, as to rates, charges, service, facilities, or in any other respect, make or grant any preference or advantage to any corporation or person or subject any corporation or person to any prejudice or disadvantage.
>
> …
>
> (c) No public utility shall establish or maintain any unreasonable difference as to rates, charges, service, facilities or in any other respect either as between localities or as between classes of service.

The undisputed evidence in Exhibit JM DD, which is the "best and final" offer from ATT-

M to O1 for direct interconnection when compared to the agreements ATT-M is offering similarly situated CLEC in Exhibits JM U, TT, UU and VV, demonstrate discrimination. The key terms of the five agreements are compared on a chart identified as Confidential Exhibit JM WW. The chart compares the key terms of agreement offered by ATT-M to O1 to the same terms that are included in agreements that ATT-M has entered with other CLECs in California, including terms relating to: (1) type of carrier; (2) whether direct connection is allowed; (3) type of traffic allowed – retail vs. wholesale; (4) intraMTA rate; (5) whether interMTA rate is required to be routed through ATT-M's affiliates AVOICs product; (6) interMTA rate; and, (7) volume minimum.

The terms offered to O1 in the "best and final" offer are the same as those offered to the other four CLECs with regard to permitting a direct connection[3] and allowing both retail and wholesale traffic to be transmitted over the direct connections. Confidential Exhibit JM WW. The remaining terms compared on the chart demonstrate, however, that the terms ATT-M agreed to with the other four CLECs are preferential to the terms offered to O1 by ATT-M for interconnection. *Id*. Review of the underlying agreements also supports this conclusion. See Exhibits JM U, TT, UU and VV. The above discussion of undisputed facts goes into detail on how each key term is reflected in the offer to O1 compared to the terms agreed to by ATT-M with the other CLECs.

The Commission has set forth factors to consider when evaluating whether discrimination is "unreasonable" in violation of Code Section 453. The Commission considers the facts in the record on how the customer alleging discrimination is "similarly situated" to the customers to which preference is given and to determine whether there was a rational basis for such different

[3] However, the record also shows that ATT-M withdrew the offer permitting direct connection to O1 early in 2016. Mertz Opening Testimony at pp. 23-24.

treatment. *Qwest Order Granting Rehearing*; see also, *Qwest Communications Company, LLC v. tw telecom of California, L.P.*, 2016 Cal PUC LEXIS 103 (2016) [D. 16-02-020, Case No. 08-08-006] ("Decision Denying Complaint of Qwest") "Numerous characteristics of a particular customer – volume, calling patterns, cost of negotiation, et cetera – could be sufficient to distinguish one customer from another." *Qwest Order Granting Rehearing* at p. 4 (quoting *Re Alternative Regulatory Frameworks for Local Exchange Carriers* [D.94-09-065] (1994)).

In its Opening Testimony of L. Bax, AT&T Mobility lists the factors that it considers when evaluating whether to interconnect directly with another carrier: (1) volume of traffic exchanged between ATT-M and the other carrier; (2) jurisdiction of the traffic exchanged; (3) benefits of direct connection to ATT-M; (4) willingness of the other carrier to compensate ATT-M for the traffic; and, (5) the availability of the other forms of interconnection, such as Internet Protocol. Opening Testimony of L. Bax at p. 5.

The evidence in the record demonstrates that with regard to these factors, O1 is similarly situated to the CLECs that are parties to Exhibits U, TT, UU or VV.

- Volume and Jurisdiction. In its responses to discovery, ATT-M admits that it does not have information in its possession concerning the first two factors, volume of traffic that it exchanges and the jurisdiction of traffic exchanged with the parties to the direct connection agreements that it produced in discovery in this case, including the four CLEC agreements that are featured in this Motion. See Confidential Exhibit JM RR When the evidence fails to include information about the comparison factor between the carrier discriminated against and the CLECs that are provided a preference, the factor cannot be considered for purposes of deciding whether the CLECs provided with a preference are similarly

situated to the CLEC discriminated against. In the *Decision Denying Complaint of Qwest*, the Commission reasoned:

> It is true that there was no evidence provided at hearing by either party which revealed the actual cost that the CLECs incurred to route intrastate switched access service within California. Accordingly, the underlying cost to provide switched access service to Qwest versus to the contracting carriers cannot be considered here for purposes of deciding whether Qwest and the contracting carrier were similarly situated. It would be purely speculative for the Commission to place consideration upon this factor in making its determination.

Decision Denying Complaint of Qwest at pp. 10-12.

- Benefit to ATT-M. ATT-M additionally admits in Confidential Exhibit JM RR that it generally receives no benefit when it directly interconnects with other carriers. This admission shows that all carriers, including O1, are similarly situated with regard to this issue; AT&T Mobility admits that it is not a differentiating factor.
- Willingness to Compensate ATT-M. Confidential Exhibit JM RR also addresses the next factor and includes representations by ATT-M that appear to differentiate O1 from the CLECs with which ATT-M has agreed to interconnect directly. The data responses read, "O1 is the only company that when asked has refused to negotiate a rate." See JM RR, ATT-M Responses to Data Request Nos. 3-1 through 3-4. The undisputed facts in the record demonstrate, however, that this statement is not accurate, since the agreements for direct interconnection between ATT-M and the CLECs that are parties to Exhibits JM U, TT and UU are exhibits in the record, which ATT-M represents "speak for themselves." The agreements demonstrate that O1 *is similarly situated to the CLECs* that are parties to Exhibits

JM U, TT and UU with regard to this factor since the rate that those carriers agreed to **BEGIN CONFIDENTIAL *** [redacted] ***END CONFIDENTIAL** is the same rate sought by O1.

- Availability of Other Forms of Interconnection. With regard to the last factor listed by ATT-M, like the benefit to ATT-M, the evidence shows that all carriers are similarly situated, including O1, since ATT-M does not yet interconnect with other carriers through other forms of interconnection, such as IP. Confidential Exhibit RR.

The Commission also considers whether the carrier discriminated against is "willing to meet the substantive rates, terms and conditions" of the agreements with the CLECs to which ATT-M has granted preferential treatment. *Order Denying Complaint of Qwest* at pp. 28-34. Here, in contrast to the *Qwest* case, the evidence shows that O1 is willing to adopt all of the rates, terms and conditions contained in Exhibits U, TT or UU. Mertz Reply Testimony at p. 16, lines 17-20; Mertz Rebuttal Testimony at p. 6, lines 15-19. Therefore, this factor also weighs in favor of finding that ATT-M has discriminated against O1 vis-à-vis the CLECs that are parties to Exhibits JM U, TT and UU and O1 is entitled to the relief sought.

In summary, the evidence in the record on the factors that ATT-M uses to evaluate direct interconnection with CLECs demonstrates that O1 is similarly situated to the CLECs with which ATT-M has agreed to interconnect on the rates, terms and conditions set forth in Exhibits JM U, TT, UU and VV. Consequently, the undisputed evidence demonstrates that ATT-M has discriminated against O1 by giving preference in rates, terms and conditions for interconnection compared to those agreed to with some of O1's similarly situated CLEC competitors. The CLEC parties to Exhibits JM U, TT and UU are able to continue to route traffic directly to ATT-M and

they can do so at interMTA rates lower than the rates that ATT-M offered to O1 in its "best and final" offer.

B. Three traffic exchange agreements between ATT-M and CLECs demonstrate that the rates, terms and conditions offered by ATT-M for interconnection are unjust and unreasonable

Pub. Util. Code Section 451 requires all charges be just and reasonable:

> All charges demanded or received any public utility … for any product … or any service rendered or to be rendered shall be just and reasonable. Every unjust or unreasonable charge demanded or received for such product or commodity or service is unlawful.

In the *Qwest-PacBell Decision*, the Commission held that failure by Pacific Bell to justify a different rate charged to some customers compared to that charged to others for the same service not only constituted a violation of Section 453 but also Section 451 requiring carriers to charge reasonable rates. The Commission held: "Unreasonable rates are prohibited by §451. Unreasonable rate differences are also discriminatory, and violate Pub. Util. Code §453." *Id.* at p. 13. There Pacific Bell failed to include a cost study or other form of empirical justification for the different interim cage less collocation rates charged by Pacific Bell to CLECs in California.

Here, ATT-M has likewise failed to submit empirical evidence justifying its discrimination in rates offered to O1 for terminating interMTA traffic over direct connections compared to the **BEGIN CONFIDENTIAL *** [redacted] ***END CONFIDENTIAL** interMTA rates it has agreed to with other CLECs in California. The undisputed evidence shows that O1 is similarly situated to the CLECs with which ATT-M has agreed to interconnect directly and it is therefore unreasonable for ATT-M to refuse to offer O1 the same rates. Thus, not only has ATT-M discriminated against O1, the rate offered by ATT-M to O1 to terminate interMTA

traffic is unreasonable in violation of Section 451.

C. The Undisputed Record Evidence Demonstrates that O1 was Harmed in its Ability to Compete and in the Form of Lost Customers and Lost Revenue as a Result of AT&T's Discrimination.

O1 presented evidence demonstrating that ATT-M's failure to offer O1 terms for interconnection that ATT-M has agreed to with other CLECs has harmed O1's ability to offer customers competitive rates through least cost routing. It has also harmed O1 since it has lost customers due to its inability to offer direct connection for termination of traffic to customers that refuse any indirect routing of traffic. Mertz Reply Testimony, pp. 8, 23 and Confidential Exhibits JM-M, JM-EE and JM ZZ. Mertz Rebuttal Testimony, pp. 13, 15. O1 has also lost revenues and is less able to compete in the marketplace due to its lack of direct connections while others similarly situated carriers have such connections. *Id.* ATT-M failed to rebut these facts.

In the *Qwest-PacBell Decision,* the Commission aptly described the harm caused to a carrier subject to discrimination:

> For Qwest [complainant], however, paying the original interim rate for over six years has real world business consequences. Recall that Qwest [complainant] is a "competitive local exchange carrier." For Qwest [complainant] to have to pay higher interim rates for the same collocation services during the same periods, as compared to the interim rates paid by carriers ordering those services later than Qwest [complainant], puts Qwest, at a substantial and unfair competitive disadvantage. Apart from the anti-competitive impact, depriving any business of $10 million imposes harms. Cash flow is impaired; opportunities are foregone. These harms cannot be fully mitigated by the promise of an indefinite "true up" at some point in the future. In fact, the records shows that at least two competitive local carriers have negotiated away their true up right to obtain immediate interim rate relief, i.e., pre-2000 collocation arrangements moved to the lower, post 2000 interim rates…
>
> To summarize, by continuing for six years to charge complainants the old, higher interim rates while charging new lower interim rates to collocation customers

> ordering the service later than the effective date of the new rates, SBC harms complainants competitively and otherwise.
>
> *Qwest-PacBell Decision,* at pp 7-8.

Similarly here, by refusing to offer O1 the same terms and conditions for interconnection that ATT-M has offered to O1's CLEC competitors, ATT-M puts O1 at a substantial and unfair competitive disadvantage. Apart from the anti-competitive impact, cash flow is impaired; opportunities are foregone. The undisputed evidence in the record demonstrates that as a result of ATT-M's discriminatory conduct toward O1, O1 has suffered financial and competitive harm.

CONCLUSION

The undisputed facts in the record demonstrate that ATT-M has discriminated against O1 with regard to rates, terms and conditions for interconnection compared to the rates, terms and conditions agreed to by ATT-M with similarly situated CLECs in California. In addition, because ATT-M has failed to justify the rate differential with empirical evidence such as cost, the rate proposed to O1 is unreasonable. In addition, the evidence demonstrates that O1 has suffered harm as a result of ATT-M's unlawful conduct. Therefore, O1 is entitled to judgment as a matter of law on its Second and Third Causes of Action. O1 asks that the Commission therefore order ATT-M to offer O1 the same rates, terms and conditions that it has offered the CLECs that are parties to Exhibits U, TT and UU, the agreements with terms superior to those offered to O1.

Alternatively, if the Commission were to find that disputed issues of material fact remain on O1's Second and Third Claims for Relief, O1 requests an evidentiary hearing to address the disputed facts.

Signed and dated: August 17, 2016 in Walnut Creek, CA.

Respectfully submitted,

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