

PUBLIC VERSION

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554**

In the Matter of)
)
WORLDCALL INTERCONNECT, INC.)
a/k/a EVOLVE BROADBAND,)
Complainant.)
)
v.)
)
AT&T MOBILITY LLC)
Defendant)

File No. EB-14-MD-011

REPLY DECLARATION OF LOWELL FELDMAN

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23

The Purpose of the Roaming Rules as Explained by the Roaming Orders

1 As explained in the Second Amended Complaint, AT&T has violated the FCC’s Roaming Rules.¹
2
3 AT&T has not offered reasonable terms as required under the FCC’s Roaming Rules and the
4 FCC’s Roaming Orders.² AT&T’s terms have unreasonably high prices and unreasonable use
5 restrictions. WCX opposes use of AT&T’s proffered terms because they do not meet the
6 requirements of the roaming rules and roaming orders, and they are unjust, unreasonable,
7 unreasonably discriminatory (with regard to WCX’s interconnected services, *see* rule 20.12(d))
8 and are not commercially reasonable (with regard to WCX’s non-interconnected services, *see*
9 rule 20.12(e)). AT&T’s refusal to accept any of WCX’s proposed roaming terms, or any terms
10 other than those AT&T has offered on a “take it or leave it” basis, is also a separate violation of
11 the Roaming Rules. WCX’s specific relief request in this complaint is prescription of the RWA
12 Model terms as the basis for a roaming contract between AT&T and WCX. In the alternative,
13 WCX requests that the Staff prescribe the particular terms that will control using any means
14 available under the rules.

15 WCX requires roaming terms and capability so that WCX can provide seamless nationwide
16 connectivity to its home-based customers when they need to use their service outside of WCX’s
17 home area. WCX already provides “interconnected” voice and messaging services and non-
18 interconnected Internet access,³ but at present WCX users can only use their service within the
19 parts of our home area where WCX has built-out. This is a significant handicap and makes our
20 service less competitive and less valuable in comparison to other carriers’ services.

¹ The “roaming rules” are in 47 C.F.R. §20.3 (relevant definitions) and 47 C.F.R. §20.12 (roaming rule).

² The “roaming orders” are Report and Order and Further Notice of Proposed Rulemaking, *Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers*, 22 FCC Rcd. 15817 (2007) (“*Voice Roaming Order*”), Order on Reconsideration and Second Further Notice of Proposed Rulemaking, *Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers and Other Providers of Mobile Data Services*, 25 FCC Rcd 4181 (2010) (“*Voice Roaming Reconsideration Order*”) and Second Report and Order, *Reexamination of Roaming Obligations Of Commercial Mobile Radio Service Providers and Other Providers of Mobile Data Services*, 26 FCC Rcd 5411 (2011) (“*Data Roaming Order*”).

³ For details on what WCX is currently providing, what our network coverage is, and how WCX currently provides interconnected service, please see this declaration pages 59-83.

1 WCX also wants to enter the M2M and Smartphone markets.⁴ WCX's plan is to obtain roaming
2 terms with AT&T that involve direct interconnection between WCX's core network and AT&T's
3 wireless networks that will allow WCX customers' M2M devices and Smartphones to be
4 authenticated by our own core and then, via our roaming agreement on AT&T's wireless
5 transmission network, communicate with WCX's core network. I will further explain below the
6 particulars of our plans with regard to these two markets.

7 The wide gulf between the parties has manifested in innumerable ways, but the policy and legal
8 questions ultimately boil down to several discrete issues:

9 1. "Resale vs. roaming." WCX insists that its proposals and intended use are and would be
10 "roaming." AT&T, on the other hand, claims it is "resale." The Commission should – as it said it
11 would do in *Voice Roaming Reconsideration Order* ¶189 – "decide in the case of [this] specific
12 dispute whether roaming should be provided in a particular instance, and on what terms, or
13 whether the request is essentially a request for resale."

14 2. Whether AT&T can regulate WCX's competitive use of roaming through restrictions and
15 limitations by creating a "Permanent Roamer" category of prohibited roamers and roaming use
16 in a manner inconsistent with FCC Orders and the 3GPP and M2M industry technical standards
17 and, then, defining nearly all potential roaming use as prohibited. AT&T, in our case, has
18 proposed stringent limits on the type of uses that will be permitted while WCX users are
19 roaming and the volume of allowed roaming, for WCX in total and by each user.

20 WCX asserts that these limitations, especially any limit on the number of devices, are flatly
21 inconsistent with the FCC roaming rules and the roaming orders. WCX also asserts that these
22 required limitations are inconsistent with 3GPP and M2M industry technical standards, which
23 are not designed to limit roaming use or the number of roaming devices.

24 AT&T described and compared the RWA/WCX proposal in Orszag Declaration paragraph 68:

⁴Please see my discussion of "Devices" and "Future Smartphone Services" beginning on page 77 of this declaration for details on our Smartphone business plans.

1 *Usage and Resale*: WCX proposes to “endeavor” to restrict usage to no more than 50
2 percent of the total usage of all WCX accounts, with no usage restrictions to individual
3 accounts and no specified penalty or provision in the event of violation of the usage
4 restriction. In addition, WCX proposes that Machine-to-Machine (“M2M”) and “Internet
5 of Things” services and applications should never be considered part of the “Permanent
6 Roamer” pool. Furthermore, the *RWA Model Agreement* allows WCX to act as a
7 wholesaler and resell its services to MVNOs.”(footnotes omitted)

8 Meadors’ Declaration paragraph 11 unabashedly professes AT&T’s intent to regulate WCX
9 through AT&T contract terms:

10 (T)he (“AT&T”) draft agreement sets forth limits both on total data usage as well as
11 individual customer usage and permits each Party, as the “Serving Carrier,” **to regulate**
12 **traffic on its network** in a manner consistent with the Commission’s rules and
13 precedent. (*emphasis added*)

14 WCX does not agree to terms allowing AT&T to limit WCX’s volume of usage or our total
15 number of devices being regulated by AT&T in this manner. This is especially true for our
16 planned M2M offerings where we intend to innovate and compete against AT&T nationwide.

17 AT&T then confidentially takes issue with the RWA/WCX position in many additional places and
18 claims its five allegedly comparable agreements are “presumptively” reasonable.⁵

19 The reason the RWA model agreement doesn’t create a “Permanent Roamer” pool is because
20 the concept and application is the opposite of what we understand the FCC’s Roaming Orders
21 and rules were designed to achieve. WCX’s planned innovations and entry into the M2M
22 market are the sort of thing the Commission has said it wants to encourage and should want to

⁵ Although it consistently touts its “many” agreements and expansively characterizes them in various places, AT&T has refused to provide the actual agreement so its claims cannot be objectively evaluated. AT&T ultimately admits it in fact has only **five** so-called “arms length” agreements which use LTE. AT&T also conveniently forgets that most of those agreements are with companies that are vocally dissatisfied with AT&T’s terms and conditions and are presently seeking relief in Docket 05-265. AT&T mentions, but also refuses to provide information about a handful of “strategic” agreements. Based on the limited context they provide I infer AT&T is the home carrier rather than the Serving carrier in those arrangements and therefore negotiated better terms and conditions for itself since it actually has to suffer under the condition of being the roamer.

1 encourage, not ban. Moreover AT&T's restrictions violate the technical and industry standards
2 for roaming created and used by 3GPP and by oneM2M.org for interconnecting the 3GPP world
3 to the evolving M2M world. These specifications and standards (which are attached in Feldman
4 Reply Exhibit 1) do not include a "Permanent Roamer" category and the concept is starkly
5 antithetical to what they are trying to achieve.⁶ Finally, AT&T's contention that "Permanent
6 Roamers" are "bad," reflect an effort to engage in "arbitrage" and should be prohibited is
7 simply not true. WCX will pay reasonable rates when its users roam on AT&T's network to
8 connect to the WCX Core for provision of Interconnected Voice and Data services. WCX's desire
9 to innovate and enter the M2M market is good for consumers.

10 3. What is a "reasonable" price under 20.12(d) and (e)?

11 WCX's position is simple. A reasonable price must be low enough so that WCX can provide
12 comparable interconnected services (nationwide capable smartphones) to our home
13 customers. Roaming charges must be low enough so that WCX can compete with what AT&T,
14 Verizon, Sprint and T-Mobile provide. The necessary and correct corollary or proxy is the rates
15 and terms those companies provide to their home customers in neighboring metropolitan
16 areas. In order to compete, we must be able to offer roaming to our customers and the market
17 does not allow us to impose a separate and additional charge when we satisfy our customers'
18 expectation that they will have seamless connectivity wherever they may be so they can
19 actually use the product. Given the higher than normal mobility exhibited by our rural but
20 commuter customer base, we expect that between 20% to 50% of total use will be associated
21 with roaming. This "less than majority" amount means that the "primary" service is always
22 provided by WCX. They will receive home service for the remaining 80% to 50%. They cannot
23 roam unless they first buy the home service.

⁶ In particular, the 3GPP "Bootstrapping" standard (Document 71 in my Exhibit 1) details how, by design, the cellular network and industry has purposefully opened the door to the M2M world to "Bootstrap" not only security and authentication, but all interconnected services and functions as well. These include SMS and voice. The result is that, depending upon how an innovator wishes to design devices on the current ecosystem, M2M devices and services can text, fax and call the interconnected PSTN and also be texted, called and faxed. For example this allows an ordinary ILEC basic local telephone to control and interact with a WCX hosted M2M device through its DTMF capabilities.

1 On October 29, 2014 the Wireline Competition Bureau provided a good estimation of the price
 2 WCX will be able to recover service to broadband customers.⁷ Paragraph 10 states that the
 3 value of a 4 MB download by 1 MB upload plan with unlimited home usage is \$74.31. If and to
 4 the extent bandwidth caps are imposed, the benchmark rate falls.

5 In order to qualify as an ETC in Texas, a carrier’s voice rates cannot be greater than 150% of the
 6 ILEC’s local service tariffed rate for the same area. For the WCX areas, we must cap our voice
 7 component at \$18 for each voice capable smartphone.

8 Using the Rate Caps required by the recent order and the Texas PUC requirements that yields
 9 the following maximum rates WCX can charge:

Interconnected Smartphones Per Plan	1	2	3	4	5
Plan Rate Cap	\$92.31	\$110.31	\$128.31	\$146.31	\$164.31

10 If we target 3GB of roaming use per smartphone (which is what WCX expects per device), the
 11 following provides a comparative example of the charges for roaming under the both
 12 WCX/RWA proposal and the AT&T proposal:

Interconnected Smartphones Per Plan	1	2	3	4	5
WCX Proposed Roaming Charges	\$ 30.00	\$ 60.00	\$ 90.00	\$ 120.00	\$ 150.00

Interconnected Smartphones Per Plan	1	2	3	4	5
AT&T Proposed Roaming Charges	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

⁷ Report and Order, *In the Matter of Connect America Fund*, WC Docket No. 10-90, (rel. October 29, 2014, Wireline Competition Bureau) (adopting “a specific methodology for calculating reasonable comparability benchmarks for fixed broadband services”).

1 Even with the WCX-proposed rate of \$10 per GB, WCX has every incentive to reduce roaming
2 use in order to achieve a better gross margin. However, if the roaming rates are so high (like
3 AT&T proposes) that, even with a miniscule amount of roaming, WCX cannot have any gross
4 margin under the effective pricing rate caps imposed by the FCC and the Texas PUC for data
5 and voice rates, it is clear that WCX will not be able to offer roaming to its customers and will
6 be foreclosed from entering the smartphone services market – even for its own area.

7 4. AT&T asserts the Commission cannot prescribe the entirety of the contract terms, except to
8 the extent it approves AT&T's terms.

9 This is a novel legal and policy argument that effectively guts the ability of the FCC to enforce its
10 own rule. This contention is also flatly inconsistent with the text of rule 20.12(d) and (e), and
11 cannot be squared with *Voice Roaming Reconsideration Order* ¶¶39-40 or *Data Roaming Order*
12 ¶¶79-84.

13 5. Which of WCX's services are subject to 20.12(d) and which are subject to 20.12(e)?

14 AT&T contends that 20.12(d) does not apply at all, even though WCX is offering, and will
15 continue to offer, several "interconnected" services.⁸ I explain below which of our present and
16 contemplated services are or will be "interconnected" and why this is so.

17 6. Finally, WCX has a right to know the answers to the questions presented before it extends
18 and increases its investments and expands its network and service catalog. WCX needs to know
19 the rules of the road before it can be expected to travel down that road. I have already once
20 started a business thinking that I knew the rules, only to be told that the words in the
21 agreement did not, in fact, mean what they said. WCX cannot be expected to risk significant
22 sums on expanded and new ventures without any measure of certainty that the Commission
23 approves of the specific activity.

⁸ Answer, ¶21.

1 **Rebuttal to Misinterpretation of the Roaming Orders by AT&T**

2 AT&T's negotiator and expert cite to the same FCC Orders and Rules that Dr. Roetter and I cite
3 to and rely on. Even though both parties are looking at the same words we end up with
4 opposite meanings and conclusions. The Commission must now interpret and apply the
5 roaming rules as explained by the roaming orders in the context of the specific facts and
6 circumstances between WCX and AT&T, and tell the parties which of them has properly
7 understood what the Commission said and meant.

8 The first sentence of paragraph 6 to Mr. Meadors' Declaration states:

9 6. The purpose of a roaming agreement is to enable a wireless provider to provide its
10 customers with coverage when they travel outside of the wireless provider's own
11 service area.[note 1]

12 [note 1] Second Report and Order, *In re Reexamination of Roaming Obligations of*
13 *Commercial Mobile Radio Service Providers and Other Mobile Data Services*, 26 FCC
14 Rcd. 5411¶ 9 (2011) ("*Data Roaming Order*")."

15 Paragraph 9 does not state that "the purpose of a roaming agreement is to enable a wireless
16 provider to provide its customers with coverage when they travel outside of the wireless
17 provider's own service area."⁹ That paragraph discusses the reason for roaming rules, not the
18 purpose of roaming agreements. Rather, paragraph 9 actually says:

19 The Public Interest in a Data Roaming Rule

20 9. Background. In the *Second Further Notice*, we underscored that
21 broadband deployment is a key priority for the Commission. We stated that the
22 policy goals that informed our determinations regarding the scope of roaming

⁹ Paragraph 1 of the Data Roaming Order, on the other hand, does contain the words "travel outside of."
"Widespread availability of data roaming capability will allow consumers with mobile data plans to remain
connected when they travel outside their own provider's network coverage areas by using another provider's
network, and thus promote connectivity for and nationwide access to mobile data services such as e-mail and
wireless broadband Internet access. Paragraph 47 says "The data roaming rule will benefit small providers by
helping them to maintain their ability to compete with the major national providers, and ensuring that consumers
of such small providers have access to data services when they travel outside of their provider's network
coverage."

1 obligations for interconnected voice and data would also guide our consideration
2 with respect to commercial mobile data services – that of facilitating the
3 provision of mobile services in a manner that provides the greatest benefit to
4 consumers. Specifically, we sought to ensure that consumers have access to
5 seamless coverage nationwide, to provide the incentives for new entrants and
6 incumbent providers to invest and innovate by using available spectrum and
7 constructing wireless network facilities on a widespread basis, and to promote
8 competition for commercial mobile broadband business by multiple providers.
9 (footnotes omitted emphasis added)”

10 *Data Roaming Order* paragraph 9 does not support what AT&T and Mr. Meadors claim it does.
11 That paragraph explains that the FCC promulgated the rule to facilitate attainment of specific
12 results, namely (A) achieving the greatest benefit to consumers; (B) ensuring that consumers
13 have access to seamless coverage nationwide; and, (C) promoting competition for commercial
14 mobile broadband business by multiple providers. To be sure, automatic roaming and data
15 roaming can only occur if and after there is an agreement,¹⁰ and the terms of the agreement
16 are vitally important; indeed that is why we are here. But AT&T has an irritating habit of
17 misquoting, mischaracterizing and taking things out of context as a means to obtain its desired
18 result. Often the point being made by the Commission in the cited portion is completely
19 different, or requires the opposite result from that advocated by AT&T.

20 Similarly, AT&T’s Answer Package uses various combinations of a reference to “back-door”
21 resale more than 52 times in the Public version. The only citation I have found in the Data
22 Roaming Order is in a *footnote* to paragraph 41. AT&T cites to that paragraph over twenty
23 times.

24 Since this paragraph is so important to AT&T, I will set out paragraph 41 with all of its footnotes
25 immediately following (emphasis added is my own).

¹⁰ See *Voice Roaming Order* ¶125, n. 69 (“We note that with manual roaming, the subscriber must establish a relationship directly with the host carrier on whose system he or she wants to roam in order to make a call. Automatic roaming, however, requires a pre-existing contractual agreement between the subscriber’s home system and the host system. In other words, the request for automatic roaming has to be done by the subscriber’s carrier on behalf of the subscriber to enable the subscriber to roam.”)

1 41. *Covered Entities*. Consistent with the comments addressing the scope of
2 covered entities, we determine that the data roaming requirement should apply
3 to all facilities-based providers of commercial mobile data services. For purposes
4 of data roaming, we define a “commercial mobile data service” as any mobile
5 data service that is not interconnected with the public switched network but is
6 (1) provided for profit; and (2) available to the public or to such classes of eligible
7 users as to be effectively available to the public. The scope of the current
8 roaming obligation in Section 20.12 covers the CMRS providers’ provision of
9 mobile voice and data services that are interconnected with the public switched
10 network, as well as their provision of text messaging and push-to-talk services.
11 (note 121) The rule adopted herein will complement the current roaming
12 obligation in Section 20.12 and cover mobile services that fall outside the scope
13 of that obligation. Under our decision today, as long as a provider provides
14 mobile data services that are for profit and available to the public or to such
15 classes of eligible users as to be effectively available to the public, it will be
16 covered by the rule adopted herein regardless of whether the provider also
17 provides any CMRS and without regard to the mobile technology it is utilizing to
18 provide services. Thus, the scope includes MSS/ATC providers that offer
19 commercial mobile data services that meet these requirements. In addition, the
20 data roaming rule adopted herein covers all facilities-based providers of
21 commercial mobile data services, including those constructing network facilities
22 to offer service on a wholesale basis.(note 122) Further, providers of
23 commercial mobile data services are covered without regard to the devices used
24 to access or receive their services. This approach is supported by those parties in
25 the record that commented on this issue,(note 123) will help to achieve
26 technological neutrality in the data roaming obligation, and will ensure that the
27 rule we adopt is adequate in the face of rapid changes in commercial mobile
28 technology and the commercial mobile ecosystem overall.

29 121. See 47 C.F.R. § 20.12(a)(2).

1 122. See SkyTerra Comments at 6. As we have stated in the past, however,
 2 roaming arrangements cannot be used as a backdoor way to create *de facto*
 3 mandatory resale obligations. See *Report and Order*, 22 FCC Rcd at 15836 ¶ 51.

4 123. See, e.g., RCA Comments at 1 (urging the Commission to extend roaming
 5 obligations to data services, including mobile broadband services, which are
 6 provided without interconnection to the public switched network); Cincinnati
 7 Bell Comments at 4 (arguing the Commission should “extend automatic roaming
 8 obligations to all data services and . . . apply the obligation to all facilities-based
 9 providers, whether or not they also provide CMRS”); SkyTerra Comments at 1
 10 (supporting extending automatic roaming obligations to all data services), 4-5
 11 (“The very nature of data roaming requires that the Commission apply it to a
 12 broader set of entities than are currently covered by the automatic roaming rule
 13 . . . [and] . . . the Commission should apply the obligation, at a minimum, to all
 14 providers of facilities-based commercial data services.”).

15 Notice the context. Footnote 122 comes after an expansion of data roaming. The expansion
 16 was that SkyTerra – known as LightSquared – was told that it too falls under the data roaming
 17 rule even though it is a wholesale provider using MSS/ATC (Satellite), and is mostly a wholesale
 18 provider – principally used by “resellers.”

19 AT&T’s overused “back-door resale” arguments also fail to take into account the actual words
 20 in the paragraph 41 AT&T cites:

21 This approach will help to achieve technological neutrality in the data roaming
 22 obligation, **and will ensure that the rule we adopt is adequate in the face of**
 23 **rapid changes in commercial mobile technology and the commercial mobile**
 24 **ecosystem overall.**

25 I read this paragraph (and indeed the entire order) to support roaming for M2M because it
 26 represents the type of rapid change in technology and ecosystem the FCC foresaw when the

1 data roaming rule went into effect.¹¹ AT&T seizes on the words “back-door” in a footnote and
2 then crafts a meaning that is exactly the opposite of the intent stated in the actual FCC
3 paragraph in which it appears.

4 Moreover, AT&T’s numbingly repeated references do not fit with what the Commission was
5 really saying about “resale.” Only a few of AT&T’s references quote the actual words used by
6 the Commission. AT&T justifies its usage restrictions on the “back-door” or “*de facto*”
7 statements made by the Commission when discussing roaming in different contexts.

8 For example, in *Data Roaming Order* ¶188 the actual words were “...we are concerned that
9 construing the rule we adopt as allowing a roaming provider to engage in unauthorized use of a
10 competitor’s brand name recognition and/or service quality reputation as a means of
11 differentiating the roaming provider’s own service may indeed encourage the use of roaming as
12 *de facto* resale. The Commission has previously stated with regard to automatic roaming for
13 interconnected voice and data services for CMRS providers that ‘automatic roaming obligations
14 can not be used as a backdoor way to create *de facto* mandatory resale obligations or virtual
15 reseller networks.’” (notes omitted, emphasis added). Put in context, the Commission was
16 saying that a roaming carrier should not improperly take advantage of or publicly leverage the
17 host carrier’s brand name recognition or service quality reputation. That statement had nothing
18 to do with the *volume* of roaming use or the *number of supported devices*.

19 *Voice Roaming Reconsideration Order* ¶135 said “[w]e also disagree with AT&T’s contention that
20 elimination of the home roaming exclusion would create *de facto* mandatory resale obligations.
21 The automatic roaming obligation imposed in the *2007 Roaming Order* under Sections 201 and
22 202, and that we expand here with the elimination of the home roaming exclusion, is not
23 intended to resurrect CMRS resale obligations. The Commission’s mandatory resale rule was
24 sunset in 2002, and, as the Commission previously stated, the automatic roaming obligations
25 cannot be used as a backdoor way to create *de facto* mandatory resale or virtual reseller

¹¹ WCX’s M2M applications will not be covered by the data roaming rule (20.12(e)). I explain below the technical reasons why WCX’s M2M will be an “interconnected service” and therefore covered by the 20.12(d) automatic roaming rule. Nonetheless, the Commission’s passing mentions that the roaming rules should not be used to obtain “*de facto* resale” do appear in all three of the roaming orders, so the concern – to the extent it is actually relevant here – equally applies to both automatic roaming and data roaming.

1 networks. We find that our actions herein in eliminating the home roaming exclusion will not
2 effectively change the Commission’s policy on CMRS resale obligations. While resale obligations
3 are intended to offer carriers the opportunity to market a competitive retail service *without*
4 *facilities development*, such a resale product would not serve our goals of promoting facilities-
5 based competition, the development of spectrum resources, and the availability of ubiquitous
6 coverage.” (notes omitted, emphasis added).

7 That discussion reveals that the Commission understands that “resale” involves sale of a
8 finished product without the use of the retail carrier’s own facilities. WCX is, of course, a
9 facilities-based provider. It is not seeking to “market a competitive retail service without
10 *facilities development*.” WCX seeks roaming to supplement its facilities-based service to
11 support its customers that need connectivity when they are outside of WCX’s home area.

12 The *Voice Roaming Order* ¶51 said “[f]inally, we also determine that the automatic roaming
13 obligation under Sections 201 and 202 and the home roaming exclusion are not intended to
14 resurrect CMRS resale obligations. CMRS resale entails a reseller’s purchase of CMRS service
15 provided by a facilities-based CMRS carrier in order to provide resold service within the same
16 geographic market as the facilities-based CMRS provider. We note that the Commission’s
17 mandatory resale rule was sunset in 2002, and automatic roaming obligations can not be used
18 as a backdoor way to create *de facto* mandatory resale obligations or virtual reseller networks.”
19 (notes omitted).

20 The context there related to selling service to customers that do not reside, conduct business or
21 have a physical presence in the carrier’s home area. WCX has persistently said it wants to sell
22 service to customers that do reside, conduct business or have a physical presence in the WCX’s
23 home area, but need seamless connectivity for when they or the device is not in the home area.

24 The Commission in each instance was in fact distinguishing “resale” from roaming by a home
25 carrier’s own customers who have a connection to the home area and use the service in the
26 home area but also have a reasonable expectation of seamless service when they or the device
27 has ventured outside of the home area. In none of these paragraphs did the Commission say or
28 even hint that it intended to impose limits on the number of devices that can be roaming at any

1 given time, or the total amount of roaming use a home carrier is to be allowed. Each mention
2 was in the context of a *rejection* of AT&T's arguments that "roaming is resale" and each time
3 the Commission patiently explained to AT&T that roaming is roaming, and is not resale, and
4 stated that if a carrier ever sought "resale" rather than "roaming" it would not get "roaming."
5 Nonetheless, AT&T unabashedly continues its "back-door resale" mantra. The Commission will,
6 sadly, have to once again reject AT&T's overwrought complaint that a roamer "really" just
7 wants "back-door resale."

8 The parties have completely divergent views about the meaning and intended result of the
9 FCC's roaming orders and rules. The Commission is the only one that can provide guidance on
10 the proper result under the particular circumstances at hand. AT&T has opposed the roaming
11 rules at every stage and every step of the way. It has strenuously tried to limit what the rules
12 allow, and it is now "interpreting" the rules in a manner that effectively guts them.

13 Worse, AT&T has admitted that it has designed its roaming offers to WCX, and likely to the
14 industry, to embody and implement AT&T's stultified interpretation of the Commission's intent.
15 Indeed, AT&T has unabashedly proclaimed that the rules allow AT&T to regulate its competition
16 in roaming agreements. Mr. Meadors' admission in his declaration, paragraph 11 that AT&T is
17 trying to "regulate competitive traffic on its network" is merely another effort to undercut and
18 override the Commission's rules and precedent. The Commission intended to require roaming
19 agreements to promote competition, not reduce or eliminate competition via AT&T-imposed
20 "competitive regulation" terms.

21 The RWA Model Agreement was drafted in a manner to be 100% consistent with the
22 Commission's roaming rules. It does not have any absolute volumetric limit on usage nor does
23 it have a cap on the total number of devices, since nowhere do any of the roaming orders or
24 roaming rules mention these kinds of caps as reasonable, allowed by the rules or consistent
25 with the reasons for the rules. WCX is fulfilling its end of the policy bargain by investing in its
26 home area, innovating and competing in the new technology ecosystems with the result that
27 WCX facilitates the provision of mobile services in a manner that (A) provides the greatest
28 benefit to consumers; (B) ensures that consumers have access to seamless coverage

1 nationwide; and (C) promotes competition for commercial mobile broadband business by
 2 multiple providers.¹² In recognition of the Commission’s focus on a home-based service
 3 prerequisite, and its desire to maintain incentives for carriers to build out their home networks,
 4 the RWA Model Agreement limits roaming use to 50% of home-area use (ensuring WCX is
 5 always the primary provider).¹³ AT&T, on the other hand, wants to impose crushing limits on
 6 the very thing the roaming rules were promulgated to allow and expand.

7 If the FCC had or has a specific regulation and/or prohibition with respect to development of
 8 new technology it wanted to prescribe, or now specifically states it intended to prescribe, the
 9 Commission must now state it. Otherwise WCX insists that AT&T’s limitations are not
 10 reasonable and cannot be included in any roaming agreement between the parties. I
 11 respectfully request that the FCC tell me and the other potential market entrants exactly what
 12 types and volumes of roaming use are not “allowed” to small rural carriers.

13 **Specific Business Plans – M2M**

14 AT&T’s response to the complaint insinuates in paragraphs 6-9 that WCX’s desires to be an
 15 M2M provider are disingenuous. They further state that they have no basis to respond to
 16 WCX’s claims about M2M and WCX’s desire to, consistent with Data Roaming Order paragraph
 17 41, enter the market and develop and deploy services incorporating and implementing the
 18 **“rapid changes in commercial mobile technology and the commercial mobile ecosystem**
 19 **overall.”**

20 AT&T’s answer paragraphs 6-9 (emphasis added footnotes omitted):

21 6. Other than broad, categorical pronouncements by its declarants, WCX does
 22 not provide any evidentiary support for its claim that any provider “that wishes
 23 to innovate in the emerging markets known as Machine-to-Machine (‘M2M’),
 24 and ‘Internet of Things’ must [] have access to support their customers
 25 throughout the nation” or that “[r]oaming is imperative, an absolute prerequisite

¹² Paraphrasing Data Roaming Order ¶19.

¹³ Second Amended Complaint, Feldman Declaration Exhibit 1 (RWA Model Agreement), § 5.

1 to a small rural provider's ability to attract and retain customers at all."
2 Consequently, AT&T does not have sufficient information to admit or deny this
3 claim and, for this reason, AT&T denies the claim. AT&T further takes issue with
4 WCX's claim that a "roaming agreement with AT&T is a fundamental 'must-have'
5 for any small rural provider that offers GSM or LTE-based service." AT&T notes
6 that the broadband data market is highly competitive and multiple alternatives
7 exist to AT&T's network, both in the service areas adjacent to WCX's service area
8 as well as nationally. AT&T also denies that because "WCX is solely LTE-based, []
9 its options are limited to LTE networks using compatible technology and
10 frequencies." That simply is not the case. AT&T also disputes WCX's claims that
11 "small, rural provider[s] must be in position to offer service on terms that are
12 comparable to those offered by the larger nationwide providers," that the
13 provision of innovative services by rural providers is necessarily dependent on
14 the terms and conditions of an "underlying roaming agreement," or that "[t]he
15 terms, conditions and prices must allow the rural provider to offer nationwide,
16 innovative and cutting-edge services, or else their services will not be purchased
17 by those residing in or having a significant connection to the small provider's
18 home area." Again, other than the broad, categorical pronouncements by its
19 witnesses, WCX does not offer any specific evidence to support these claims.
20 Consequently, AT&T does not have sufficient information to admit or deny these
21 claims and, for this reason, AT&T denies them. AT&T further notes that the
22 Commission's Data Roaming Order was not designed for these purposes. AT&T
23 notes that the remaining allegations of this paragraph constitute argument,
24 which AT&T denies.

25 7. WCX makes a number of broad, categorical statements in this paragraph as to
26 the dynamics underlying the development of application software. WCX further
27 argues that "the small rural provider must be able to offer a full suite, all-
28 coverage service to technology developers that want to use wireless-based M2M
29 or 'Internet of Things' capabilities for mobile stations and devices wherever they

1 may be – inside the home area or not.” While AT&T admits that “the
2 marketplace for ‘mobile apps’ (short for ‘application software’) is currently
3 vibrant and competitive,” it takes issue with WCX’s claim that “[t]he main driver
4 for most of these innovative services is the relatively newfound ability of
5 independent ‘non-carrier’ technology companies to program, design and build
6 hardware and software into devices which have some element of ‘openness’ to
7 them.” Other than the claims of its principal, WCX does not provide any evidence
8 to support this claim or its other claims (also related to apps). Consequently,
9 AT&T does not have sufficient information to admit or deny these claims and, for
10 this reason, AT&T denies them. Further, AT&T denies that the Commission’s
11 Data Roaming Order was designed to facilitate the ability of providers, whether
12 large or small, to utilize the networks of other providers to “offer a full suite, all-
13 coverage service to technology developers.”

14 8. AT&T lacks sufficient information to assess WCX’s claim that undefined “new
15 services and capabilities . . . have the potential to dramatically impact
16 agricultural, environmental, medical, educational and shipping industries among
17 others”; consequently, AT&T does not have sufficient information to admit or
18 deny this claim and, for this reason, AT&T denies the claim. AT&T admits that
19 “M2M and ‘Internet of Things’ projects” can “involve multiple connected devices
20 per each individual user or company” and that such projects can be “designed
21 and developed by innovative entrepreneurial companies and individuals.”

22 9. Other than the claims of its principal, WCX does not provide any evidence to
23 support its broad, categorical pronouncements. Consequently, AT&T does not
24 have sufficient information to admit or deny these claims and, for this reason,
25 AT&T denies that application and device developers necessarily “assume (1) an
26 open and flexible nationwide (and worldwide) environment for their product and
27 its method of collecting, processing and using data; (2) the capability or device
28 can be used in a ubiquitous fashion and on any underlying transmission network;
29 and (3) will often have a cost per month per device measured in pennies or a

1 fraction of pennies.” AT&T further denies that the Commission’s *Data Roaming*
2 *Order* was designed to facilitate the ability of providers, whether large or small,
3 to utilize the networks of other providers to “offer a full suite, all-coverage
4 service to technology developers.” “Other than broad, categorical
5 pronouncements by its declarants, WCX does not provide any evidentiary
6 support for its claim that any provider “that wishes to innovate in the emerging
7 markets known as Machine-to-Machine (‘M2M’), and ‘Internet of Things’ must
8 []have access to support their customers throughout the nation” or that
9 “[r]oaming is imperative, an absolute prerequisite to a small rural provider’s
10 ability to attract and retain customers at all.”

11 AT&T’s answer package, mostly through the Meadors Declaration, makes the assertion 11
12 additional times that “other than” assertions or statements “by its principal” there is no
13 information provided by WCX in its complaint. All of these denials relate to WCX’s assertions
14 that it needs roaming to have a viable business plan.

15 Orszag Declaration says in the first sentence of paragraph 105:

16 “WCX’s reliance on the technical aspects of a roaming arrangement – rather than
17 the economic nature and the implications of the transaction – ignores the
18 Commission’s goal of preventing roaming from being employed as *de facto*
19 resale. ...”

20 Orszag assumes the very thing he claims, but never proves – that WCX is trying to obtain
21 “resale.” “Resale” has specific technical and operational qualities that have been repeatedly
22 stated by the Commission in the roaming orders and elsewhere. Resale occurs when a provider
23 obtains an entire finished (bundled) product from a vendor, and then “resells” that same
24 finished (bundled) product to an end-use customer, either with or without adding value, for
25 profit.¹⁴ “CMRS resale entails a reseller’s purchase of CMRS service provided by a facilities-

¹⁴ See *In the Matter of Interconnection and Resale Obligations Pertaining to Commercial Mobile Radio Services*, First Report and Order, 11 FCC Rcd 18455, 18457, ¶13 (1996), citing *Resale and Shared Use of Common Carrier Services and Facilities*, 60 FCC2d 261, 263 (1976), reconsideration, 62 FCC2d 588 (1977), *aff’d sub nom. AT&T v. FCC*, 572 F.2d 17 (2d Cir.), cert. denied, 439 U.S. 875 (1978). (“3. We have defined resale as an activity in which one

1 based CMRS carrier in order to provide resold service within the same geographic market as the
2 facilities-based CMRS provider”¹⁵ WCX’s roaming will not entail the purchase of or even the use
3 of AT&T’s bundled and finished retail wireless products. WCX will not obtain numbers from
4 AT&T but will use its own numbers. WCX will not buy “minutes” from AT&T. WCX will have its
5 own devices, its own SIM cards and all communications will be controlled by WCX’s core, not
6 AT&T’s core. AT&T will, for the most part, provide only transport after authentication is made
7 via the WCX core. AT&T will merely route data traffic to the interconnection point between
8 WCX and AT&T. AT&T can call this “resale” all they want, but the fact is it is not “resale.” It is
9 “roaming.”

10 The parties have an unremitting fundamental disagreement, and the roaming complaint
11 process was created precisely to answer the question. The Commission said in *Voice Roaming*
12 *Reconsideration Order* ¶189 that it would “decide in the case of [this] specific dispute whether
13 roaming should be provided in a particular instance, and on what terms, or whether the
14 request is essentially a request for resale.”

15 Given AT&T’s past willful ignorance that has now been followed by a demand for complete
16 proof, I will provide in this rebuttal the current state of WCX’s business plans with respect to
17 both M2M and Smartphone services. These are the two areas where reasonable roaming
18 terms, conditions and pricing are an absolute prerequisites for WCX to enter the market with
19 any hope of success.

20 To structure this part of my Reply Declaration, I will try to group non-confidential material
21 separate from confidential information, and then further separate the highly sensitive
22 information so the public version can be comprehended.

23 However, before I discuss the WCX plans, I want to rebut Mr. Meador’s statements and quotes
24 on our specific negotiation history which supposedly is the basis for AT&T’s lack of knowledge.

entity (the reseller) subscribes to the communications services or facilities of a facilities-based provider and then reoffers communications services to the public (with or without ‘adding value’) for profit”).

¹⁵ *In the Matter of Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers*, Report and Order and Further Notice of Proposed Rulemaking, 22 FCC Rcd 15817, 15836, ¶151 (2007).

1 In all of the negotiations with AT&T, never did AT&T even open its door to meaningfully discuss
2 M2M or roaming usage targets with WCX in any way. AT&T never discussed our plans, WCX's
3 specific needs or our intended applications. The closest we arrived was in late August of this
4 year. I described to Mr. Meadors a basic M2M agricultural application whereby WCX would
5 participate in developing a LTE/3GPP M2M based "Cow Tag" solution to allow cows to roam
6 free by monitoring both their GPS location and their lactation cycles. This would be a
7 significantly beneficial application for farmers and ranchers.¹⁶ In this description I told Mr.
8 Meadors, that in this hypothetical, WCX would work with an application code writer, the core
9 M2M node and system developer and the CPE "Cow Chip" makers to create the entire M2M
10 system needed. WCX would also test, certify and host the system wholly within the WCX
11 network. I mentioned that Texas A&M has a research facility outside of Eagle Lake which is in
12 our CMA. We discussed that cows, however, do not have general access to the maps
13 demarcating CMA boundaries, and could not be trained to stay on one side or the other of such
14 a line since CMA boundaries are not set out on the ground. I also stated that in order for this
15 application to be viable WCX would necessarily require the ability for the cow tags to roam on
16 AT&T's, as well as other available network technologies, so the cows tags not within our 11,000
17 square mile licensed area in Texas could still communicate with the application created and
18 hosted in our core.

19 Mr. Meadors asked for only one piece of information, and that was all he needed to determine
20 that this would be a "prohibited use" under AT&T's Roaming Terms: **what is the location of the**
21 **"Cow?"** If the "Cow" is outside of WCX's home area then the cow tag is part of "Back Door
22 Resale" and prohibited.

23 Mr. Meadors and I had also traded some e-mails, and he once again made plain that this is,
24 was, and will forever be AT&T's position. Specifically Gram told me in one email that "[w]e
25 don't have an issue with WCX attempting to launch a M2M business. We will, however, have an
26 issue if WCX desires or attempts to utilize the roaming agreement to provide services over

¹⁶ Dr. Roetter addressed this M2M application in his public and confidential Declarations attached to the Second Amended Complaint. See pp. 162, 201, 202.

1 ATT's network to customers or devices that reside outside of WCX's licensed service area." (See
2 Second Amended Complaint Bates page 404).

3 On another occasion Mr. Meadors asked about our plans with respect to usage. Here is my **full**
4 answer with one sentence highlighted:

5 * What are WCX's estimates for usage on ATT's network (voice, data and SMS)?

6 Currently, we intend to innovate with devices and services – this includes MtoM as well
7 as potential wholesale and MVNO customers of our own as well as being an network
8 that welcomes the "Internet of things" in developing applications and devices – Since
9 AT&T opposes our ability to use Roaming for MtoM and Wholesale and MVNO
10 customers this is a nearly impossible question to answer. The only way I can think of to
11 answer that question is to give examples of the types of things we wish to do with a
12 Roaming Relationship – so here are the ones off the top of my head, and by no means is
13 intended to be exhaustive:

14 First, with respect to Voice and SMS – we have the ability to provide both over our
15 VoLTE offerings – and as a result we really only need "Data" from AT&T. That will be
16 true unless and until we develop a handset that could also take advantage of GSM and
17 UMTS Voice services – but we likely will be able to run our VoLTE over 3G speeds and as
18 SMS is so little data – I'm sure that will work over 3G as well.

19 Some MtoM applications will use very little data but may have a large number of USIMs
20 (think of shipping and trucking applications)

21 Some "internet of things" applications may have may have large amounts of data –
22 (think of environmental data collection); and

23 Some projected retail customers are likely to use our service as the primary data service
24 for their home and office (the FCC has recently suggested that such services have a
25 minimum of 100 GB per month in service)."

26 See Second Amended Complaint Bates page 411.

1 I provided the **full** answer because in Mr. Meadors' declaration, paragraph 28 characterized my
2 answer as follows:

3 But Mr. Feldman would not estimate WCX's anticipated usage of AT&T's
4 network, alleging that it was "a nearly impossible question to answer"
5 given AT&T's alleged "oppos[ition to WCX's] ability to use [r]oaming for
6 [Machine to Machine] and[w]holesale and [Mobile Virtual Network
7 Operator] customers"

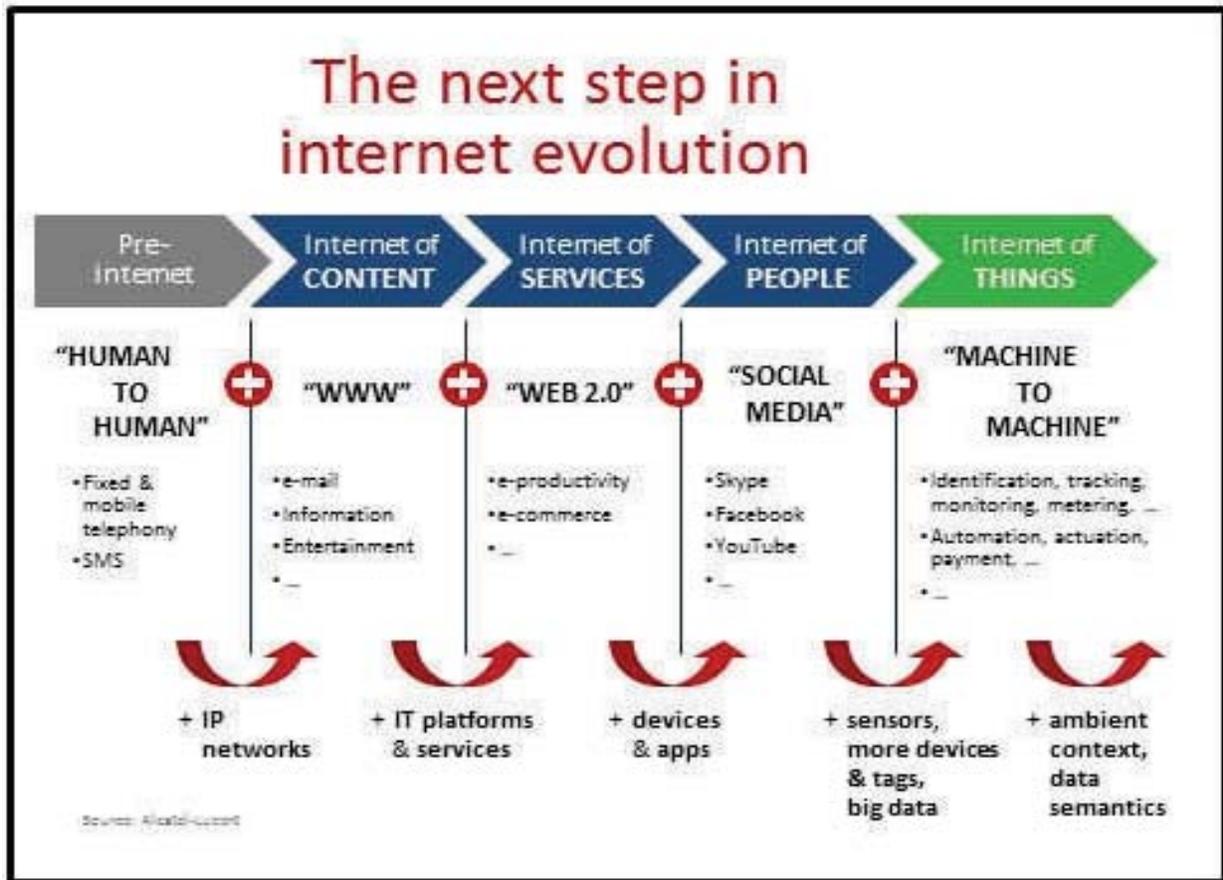
8 It appears Mr. Meadors reads his e-mails the same way he reads the FCC Orders, only deciding
9 to remember and re-quote words he likes, dismissing words he does not like in order to
10 pretend they do not exist. Clearly I had then, and have no problem now, explaining WCX's
11 needs and desires for roaming with respect to M2M and IoT.

12 I did not at the time consider it strange that AT&T did not ask more about my specific M2M
13 architecture or how WCX would attempt to develop its M2M business. I knew that AT&T itself
14 has entered the M2M market and is a significant player as well as a participant in many
15 standard setting organizations. (See Documents 76, 77, 78, and 125 of my Reply Exhibit 1 for
16 example.)

17 But apparently not "all" of one part of AT&T knows what the rest of AT&T does. AT&T claims
18 multiple times in its answer package to paragraphs 5, 6, 7, 8, 17, 21, 22, 26, 27, 52, 59, 78, 81
19 that it does not have sufficient information to either admit or deny allegations related to M2M
20 and WCX's desired entry into the M2M marketplace by, among other things, relying upon a
21 roaming relationship with AT&T.

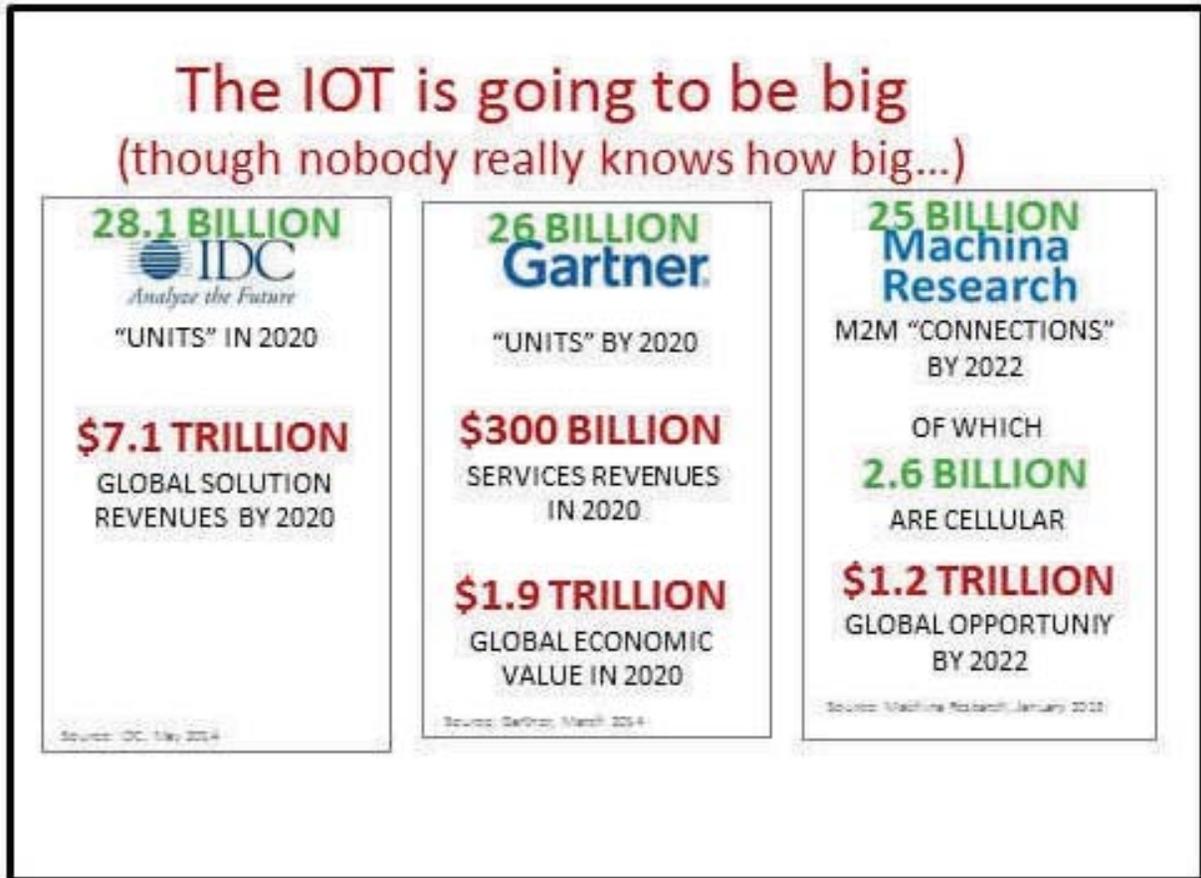
22 AT&T and Mr. Meadors appear to genuinely believe that the roaming rules and orders
23 necessarily, properly and expressly intended to ban meandering cows with offending tags.
24 AT&T freely admits its proposed terms are designed to "regulate" its competitors' use, and in
25 this instance the regulation prohibits errant Cow Chips from roaming on AT&T's network. AT&T
26 cared nothing about our technology, or planned methods. It was not interested in negotiating a
27 solution. AT&T's answer was that it insists on an unequivocal and unremitting ban on any WCX
28 cow chip that contemplates a trespass into its licensed area.

- 1 that will facilitate this understanding. Exhibit 1 Documents 69 and 70 contain all of the
- 2 presentations from which I borrowed individual slides or slide graphics.



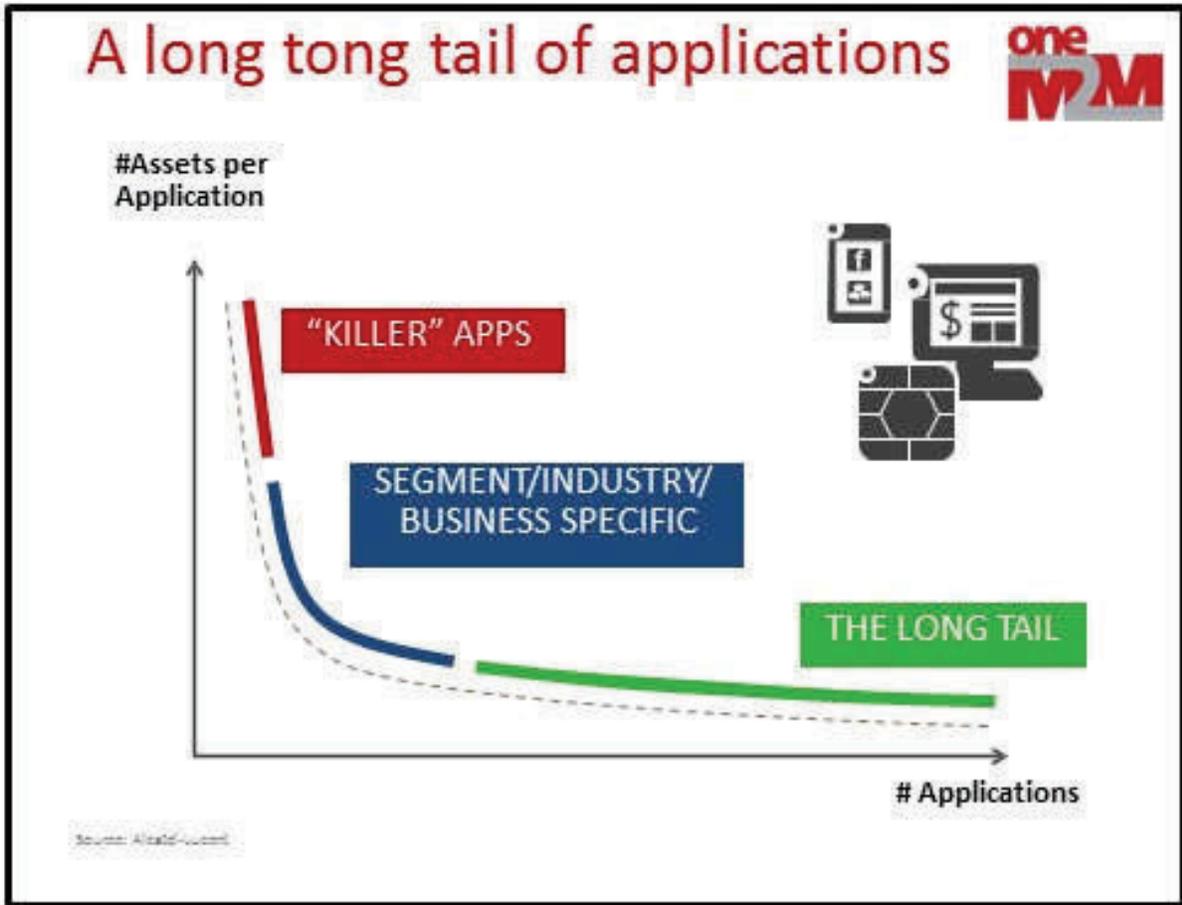
- 3 As can be seen in this slide, "internet" is always evolving. In this context the IOT and M2M
- 4 market is the next evolution cycle of the Internet.¹⁷ This idea is a widely accepted prediction of
- 5 what the Internet will evolve into next. Next is a quantification of the market.

¹⁷ While much of the discussion is couched in terms of the "Internet" the particular application to be employed by WCX is not part of its "Internet access" product. Rather, it will rely on many resources, including the Internet at times. For purposes of LTE roaming the M2M devices will have traditional telephone numbers, and use them for addressing and routing. The application will be "real-time, two-way, and switched." Therefore, for purposes of the roaming rules WCX's M2M offer will be an "interconnected service." It will "utilize[] an in-network switching facility that enables the provider to re-use frequencies and accomplish seamless hand-offs of subscriber calls." See 20.12(a)(2).



1 As can be seen by this slide, the projected market of IOT/M2M is huge. Also, note the number
 2 of projected cellular connections. In general these research firms project that in the United
 3 States there will be 10 connected devices for each person in the near future.

4 Now that we know the size of the market, the next logical question is where WCX wants to fit
 5 in. To understand the answer, it is helpful to view M2M the same way many currently view our
 6 understanding of the "apps" marketplace I discussed in my supplemental declaration. Although
 7 saying we are focused on "apps" is an oversimplification of what we are doing, looking at the
 8 following graph is still helpful to understand our target market.

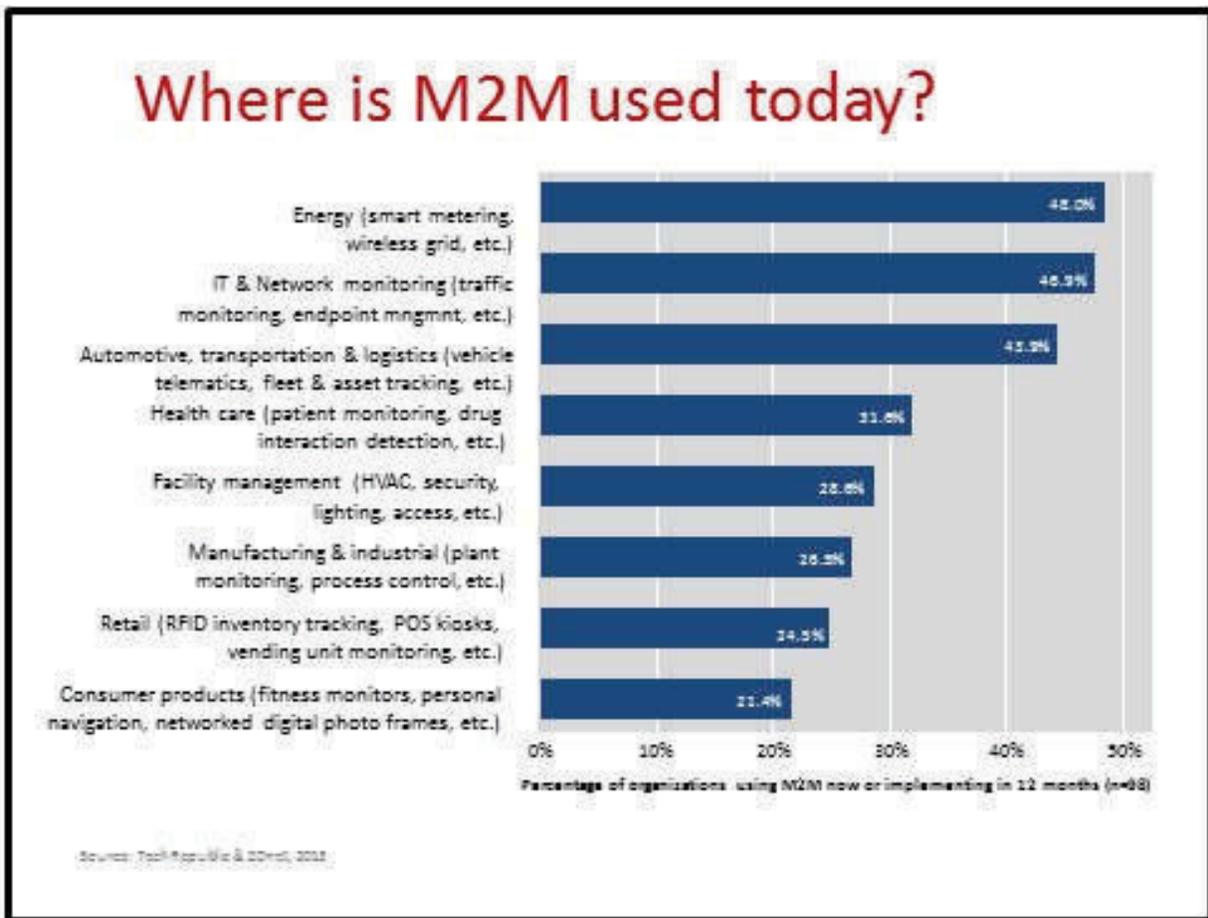


1 This is a very useful conceptual slide to help understand what WCX will focus on. In reality, no
 2 one today that I know believes they truly can predict what the “killer” M2M “app” will be (what
 3 is the next Google or Facebook or even Angry Birds?) But we do know that because of a greater
 4 open programming environment, interoperability standards developed by groups like
 5 oneM2M.org (from whom the above slide was secured) and 3GPP, and cheaper and more
 6 flexible manufacturing capabilities in the developing M2M ecosystem,¹⁸ new ideas can come to
 7 the marketplace if not blockaded by network providers like AT&T and Verizon in an effort to
 8 maintain revenue streams or monopolize and monetize M2M all for themselves. When there is
 9 a new idea, or even an old idea that now is feasible to build, one can target either the Red, Blue
 10 or Green areas shown in the slide above as the addressable market. Red development is
 11 generally considered to be new “game changer” ideas and may involve a new or little used

¹⁸ See Documents 80 through 83.

1 technology to help break through or even create a new type of sub-market. Green ideas are
 2 more like commodity use or a brand awareness use of well-known and adopted uses and
 3 concepts. Blue is an area where there may be a mix of new technology and concepts and/or
 4 known uses but which have not been customized for a specific industry application. Blue is
 5 where work needs to be done in order to not only make an idea work, but also to create a
 6 feasible sub-group of users. WCX’s focus will be in the blue segment. We will of course also
 7 have our eye out for Red.

8 WCX is not entering this market as a first mover. Indeed as I alluded to above, AT&T is already
 9 in the market, as are other mobile providers. The market, however, is young and WCX believes
 10 we can be a key innovator if we are allowed to participate through collaboration and innovation
 11 and not be “prohibited” or “banned” by AT&T.



- 1 The above slide shows a snapshot of where the M2M market is today as far as penetration and
- 2 use.
- 3 But for WCX, our market entry desire is better understood by the following slide describing the
- 4 current state of affairs:

Current state of affairs

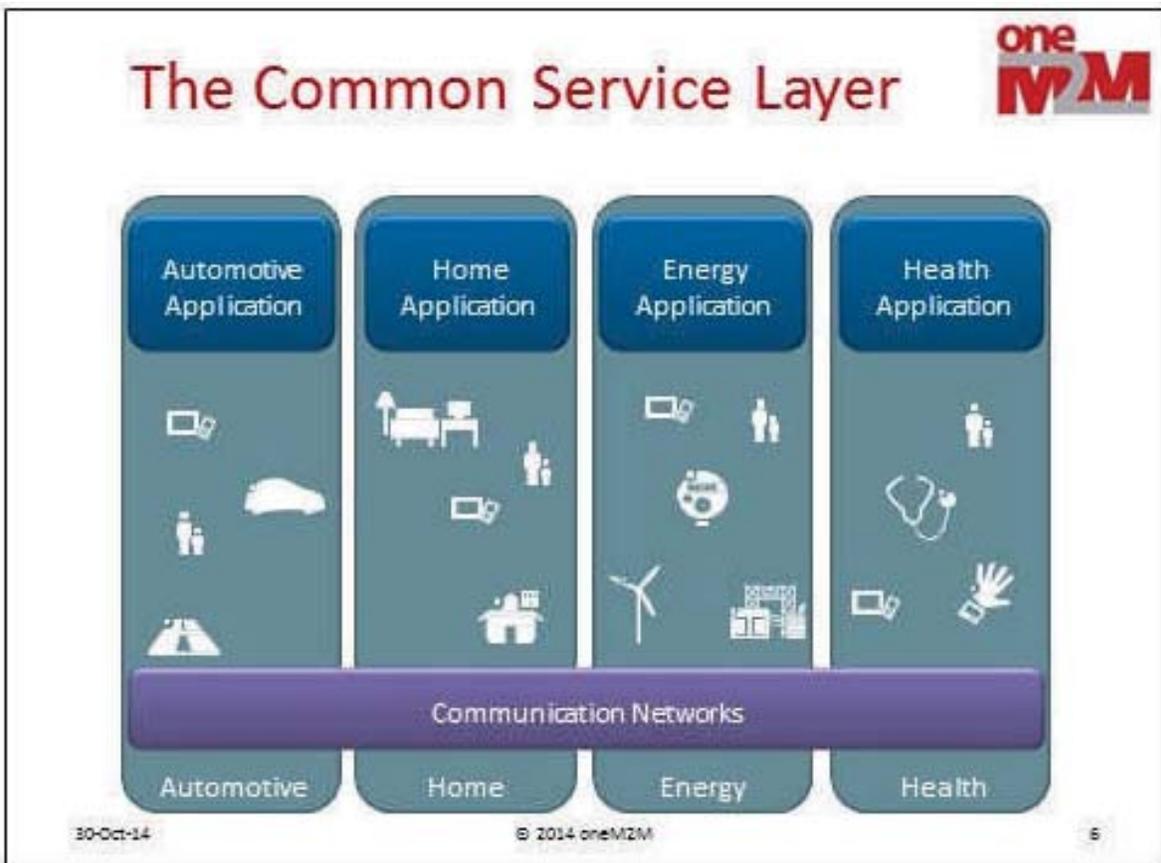
BUSINESS INSIDER	The IoT lacks a common set of standards and technologies that would allow for compatibility and ease-of-use . There are currently few standards (or regulations) for what is needed to run an IoT device. Consortia that group together global industrial, tech, and electronics companies are involved in an effort to standardize the IoT and solve the most pressing security concerns.
HR Harbor Research	To date, the machine connectivity (M2M) and smart systems opportunity has largely been comprised of "simple" remote services applications and related tracking/location services..... future technology development will be focused on collaboration between devices, people and systems , but will require new technology and architecture .
STRATEGY ANALYTICS	... a key challenge for the industry remains the complexity of developing, deploying, and managing M2M applications ... This is a challenge both for mobile network operators that are trying to offer profitable services tailored to the M2M market, as well as for application developers and service providers that are trying to reduce costs, speed time to market, and simplify robust application deployments .
ABIresearch	For many years M2M was held back by the lack of a low cost, global access medium, the fragmented nature of the ecosystem, the lack of any single killer application driving demand and the complex nature of M2M solutions leading to high-cost development and systems integration .

16-Oct-14 © 2014 oneM2M

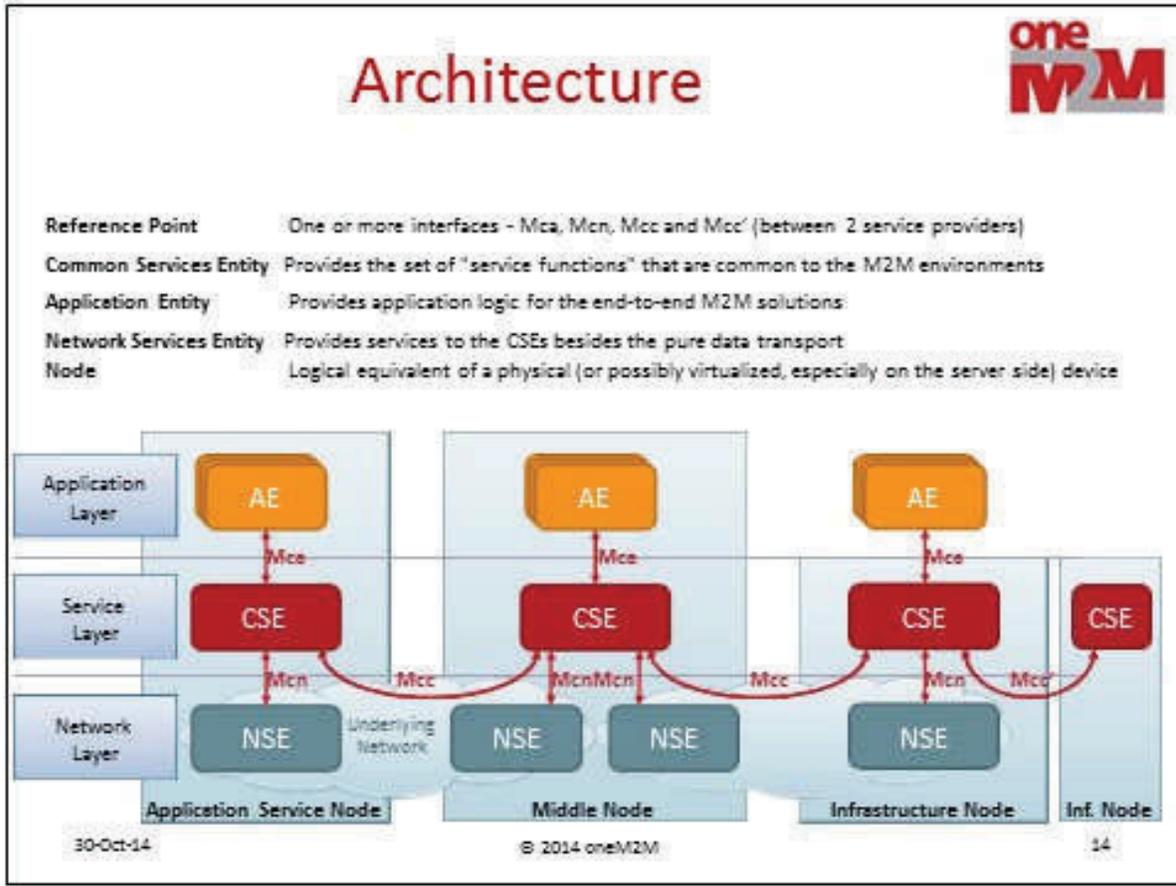
- 5 As can be seen by the red highlights in the above slide, the current promise of M2M
- 6 connectivity and use lags behind its potential because the needed collaboration and solutions
- 7 have not yet been fully devised. Complexity abounds. It is in these areas where WCX believes it
- 8 can cultivate relationships, design and build solutions, create an open and fair environment for
- 9 new ideas and applications, and assist in launching and then maintaining viable sub-groups of
- 10 customers. If WCX is allowed to invest and develop our systems AND we can obtain reasonable
- 11 roaming rates and terms where WCX pays AT&T what the FCC deems a fair rate, we can
- 12 compete, and potentially thrive in this emerging market. If, however, WCX is barred, or

1 effectively barred through prohibitively expensive rates and terms, or from using roaming at all
 2 to support our uses and our potential customer uses then there is not a viable M2M business
 3 case that we can invest in to leverage our existing and future investment in our own core LTE
 4 market areas. AT&T will succeed in its exclusion efforts, and dominate – as usual.

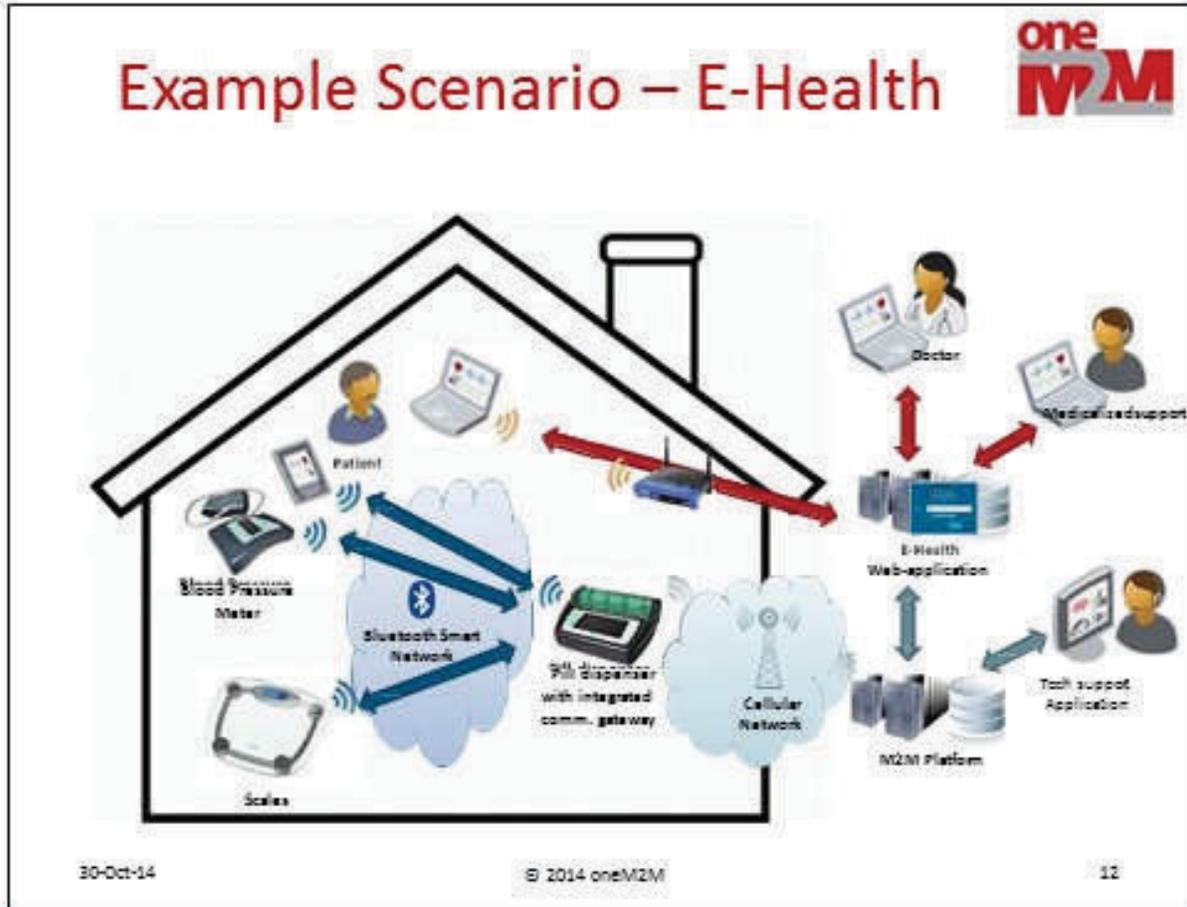
5 In the current world of M2M, WCX is (or will be) a provider of the Communication Network, as
 6 depicted on the following slide, again borrowed from onem2m.org:



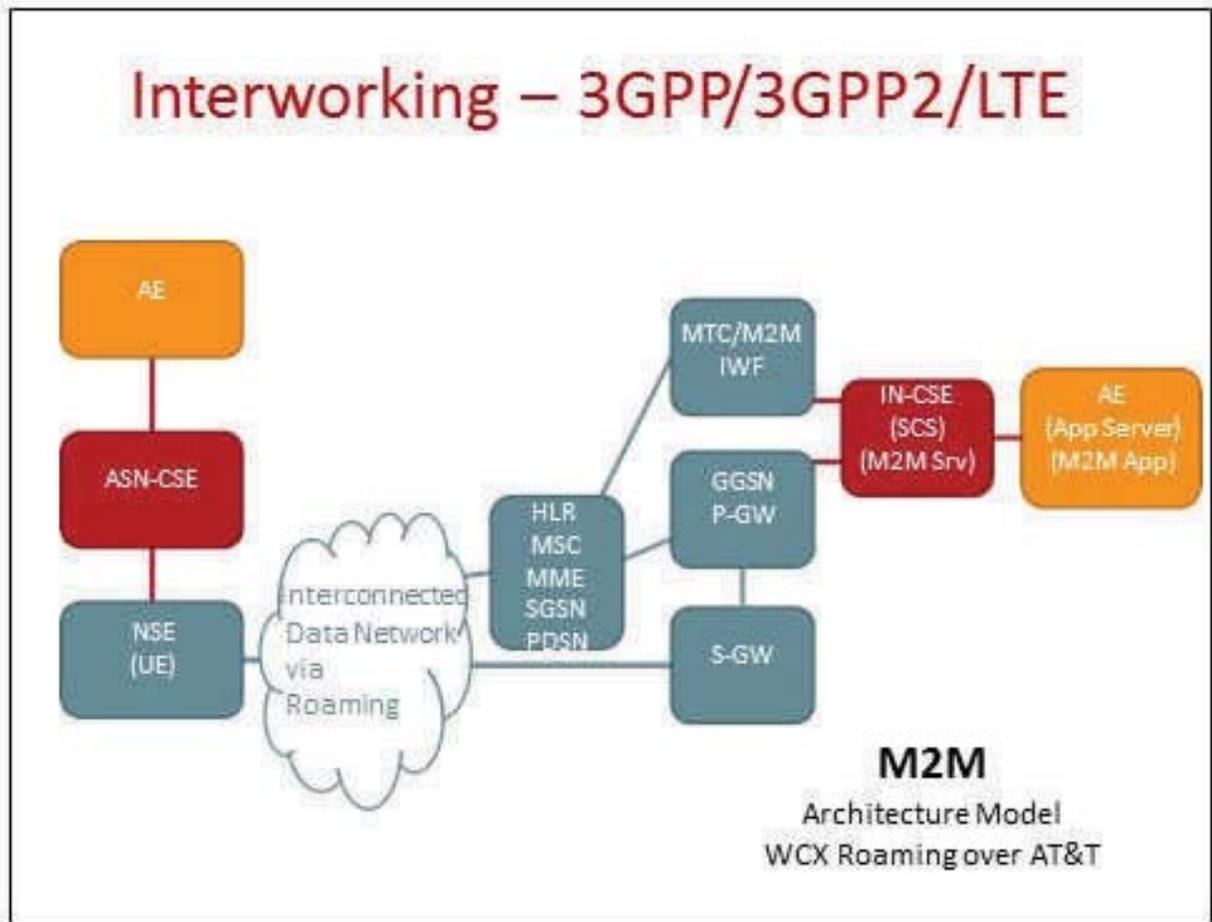
7 The above slide is really more about marketing than it is about where a communications
 8 network sits in the M2M picture. To move out of marketing and into a more functional
 9 discussion of what WCX desires to do in the M2M market, you must look at the M2M
 10 architecture. The following slide depicts a generic M2M architecture:



- 1 As can be seen above, the architecture uses conceptual layers. In this instance the Network
- 2 layer is on the bottom and is represented by "blue boxes" infrastructure upon which red boxes
- 3 of M2M specific infrastructure nodes are built for custom service layers, and then the
- 4 application layer (gold) is built at the very top. Conceptually, WCX anticipates collaborating
- 5 with, hosting, and servicing Red and Gold providers as part of our service offerings.
- 6 From the WCX perspective, and following the logic presented by oneM2M.org, investment in
- 7 our network will be in the Blue and Red Boxes, coupled with collaboration with the other Reds,
- 8 upon which the Gold will all ride. WCX will roam "through" AT&T's network and possibly others
- 9 wholly, all within the blue areas. These networks (WCX's, AT&T's and others) are the clouds
- 10 shown in the above diagram.
- 11 The following slide is also helpful to an understanding all of the moving pieces in a typical M2M
- 12 application:



- 1 In the above slide the “cellular network” cloud is the underlying network layer. This piece is
- 2 obviously vital. But in this example it is in fact merely a transport conduit from the gateway in
- 3 the home to the M2M Service Platform.
- 4 The following slide is a specific slide as to what is going to be inside WCX’s cellular network
- 5 when WCX is the cellular company providing an M2M solution while roaming with AT&T:



- 1 As can be seen in this slide, WCX desires to be the network provider in the M2M solution and
 2 will merely use AT&T's roaming for transport when we do not have transmission in the
 3 necessary area. WCX will connect all of its controlling functions of the cellular network to our
 4 supplied UE. WCX will provide each of the following Cellular Functions:
- 5 A. Blue Box on Left of diagram (UE-User Equipment) which will have a SIM or USIM supplied
 6 and controlled by WCX and will be developed and built on an "open ecosystem" (for example
 7 using components in Documents 80 and 81, and on software in Documents 82 and 83 of Exhibit
 8 1);
- 9 B. All Blue Boxes in middle of diagram providing all 3GPP functions and specific required M2M
 10 functions as required by the specific M2M Platform. Importantly, we will develop all custom
 11 interfaces from the 3GPP standard Packet Gateway (P-GW) and the 3GPP compliant

1 Interworking Function/Machine Type Communications/ Machine to Machine to the M2M
2 service platform (which is the red box).

3 If we have our wireless network where it is needed, then we will supply that input. If we do not,
4 then we obviously need roaming.

5 But WCX will still be a network provider even in the roaming context. WCX will be using its own
6 SIMS, its own numbers, its own LTE/3GPP Core (MSC/HLR/MME/S-GW), and will have
7 developed interfaces and solutions with its M2M customers so that they can communicate
8 and/or control devices nationwide via industry accepted protocols. This is almost certainly the
9 very innovative competition that the FCC was hoping would emerge as a result of its roaming
10 orders and roaming rules.

11 I want to again quote and juxtapose WCX's view that our efforts are in fact encouraged by the
12 FCC with Mr. Orszag's sole explanation as to why he believes WCX's M2M services will be
13 resale:

14 The first sentence of Orszag Declaration paragraph 105 states:

15 WCX's reliance on the technical aspects of a roaming arrangement – rather than
16 the economic nature and the implications of the transaction – ignores the
17 Commission's goal of preventing roaming from being employed as *de facto*
18 resale.

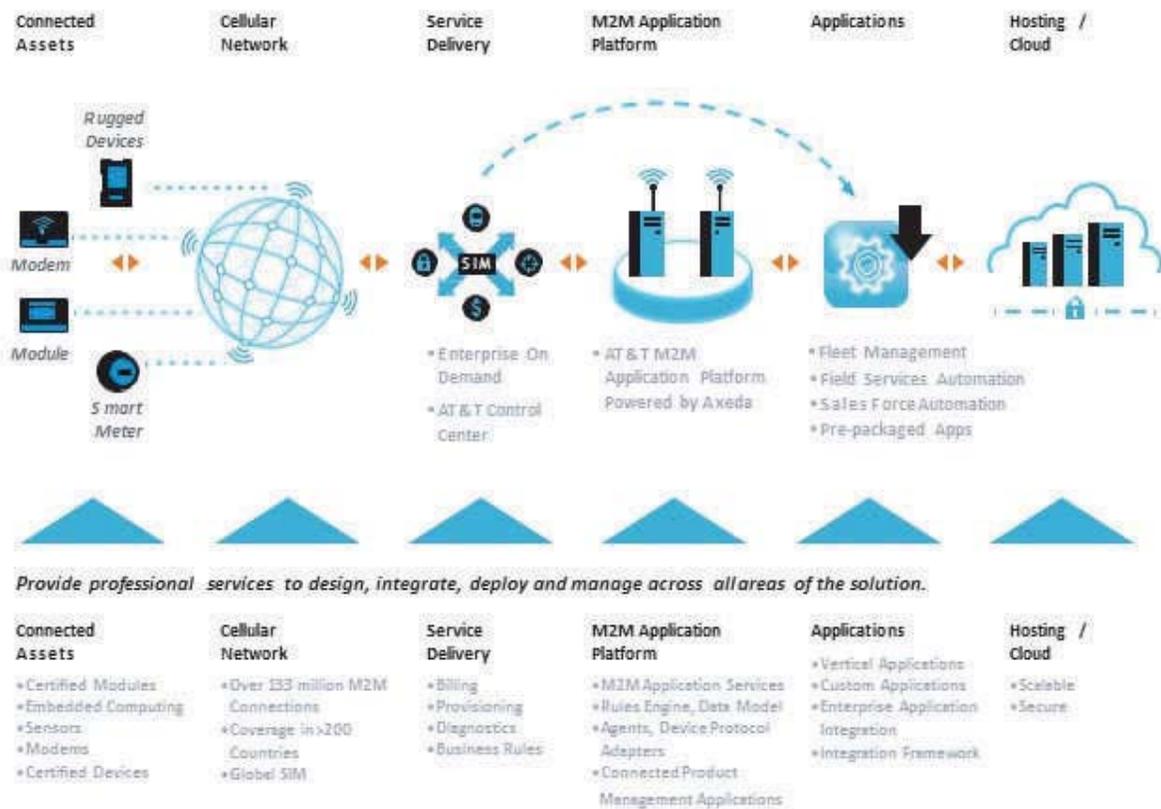
19 Since his Curriculum Vitae says that Mr. Orszag has always been an economist and consultant, I
20 figure he has probably never run a business where a new product is developed or a new idea is
21 launched. The truth about M2M and WCX's desire to participate in this market is that the
22 economic nature and implications of our efforts to design and collaborate with the other
23 players in the M2M ecosystem is 100% consistent with the purpose of roaming as outlined by
24 the FCC. The purpose of WCX's M2M roaming is to facilitate the provision of mobile services in
25 a manner that provides the greatest benefit to consumers, to ensure that consumers have
26 access to seamless coverage nationwide, and to promote competition for commercial mobile

1 broadband business by multiple providers. (Emphasized words taken from paragraph 9 of the
 2 Data Roaming Order)

3 As I have alluded to before, AT&T is a full participant in the M2M market. And while AT&T does
 4 participate via ATIS in the oneM2M.org ongoing standards setting, its advertised architecture is
 5 not as open or permissive of development as how WCX views the marketplace. The following
 6 network architecture description of AT&T's M2M offering is contained in an AT&T whitepaper:

AT&T Machine to Machine

Increase productivity through the deployment of fully integrated mobile solutions.



7 In particular, I find it interesting that AT&T is asserting so much more tight control over the
 8 development and use of M2M applications than what is described by oneM2M.org, what is
 9 advertised by component manufacturers such as Sierra Wireless (again see Documents 80, 81,
 10 82 and 83), and what will be required by WCX if we are allowed to enter the marketplace.
 11 Specifically AT&T has a mandated control center and also requires development on its

1 “platform.” Notice how service delivery must go through an AT&T Control Center and how all
2 applications must be built on top of AT&T’s proprietary platform. In a very real sense, AT&T’s
3 M2M model, if used to develop a product, creates a requirement that AT&T must always be
4 exclusively used or else the system must be abandoned. This compares to our model which is
5 by design more far more “open” than AT&T’s.

6 Also, WCX’s proposed architecture and use is 100% compliant with 3GPP and M2M worldwide
7 standards. AT&T’s concept is not. The reason is simple: 3GPP and M2M standards bodies
8 intend that roaming should both be used and also work. They assume the host carrier will be
9 content with receipt of a reasonable payment for the use of whatever network resources are
10 consumed. In great contrast to AT&T these standards do not design in use restrictions and
11 device limitations. For example, see:

12 3GPP TS 33.220 "Digital cellular telecommunications system (Phase 2+); Universal Mobile
13 Telecommunications System (UMTS); LTE; Generic Authentication Architecture (GAA); Generic
14 Bootstrapping Architecture (GBA) (3GPP TS 33.220)"¹⁹

15 GBA is the method under which security measures as well as full PSTN capabilities are extended
16 from the 3GPP network to the M2M facility node. Here is what 3GPP says about roaming:

17 4.4.3 Roaming.

18 The requirements on roaming are:

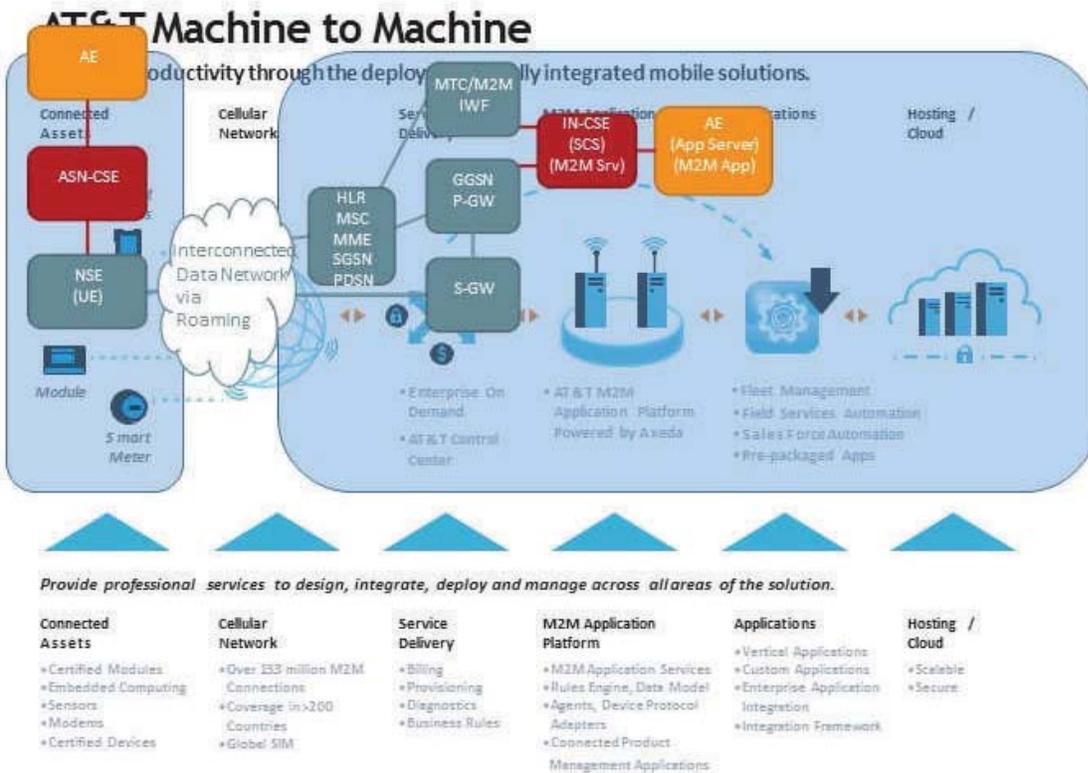
19 - The roaming subscriber shall be able to utilize the bootstrapping function in the home
20 network. The subscriber shall be able to utilize network application function that is in a
21 visited network.

22 - The home network shall be able to control whether its subscriber is authorized to use
23 the service in the visited network.²⁰

¹⁹ Exhibit I, Document 71.

²⁰ *Id.*

1 In the next slide I have superimposed our view of M2M's Open Architecture over AT&T's
 2 Architecture. The shaded areas are areas where WCX wants to compete and provide an
 3 alternative view and solution for the M2M marketplace. Our approach will be to have a much
 4 more "open" architecture for design and deployment of new ideas and products. AT&T's only
 5 involvement will be that of mere radio access transport, and often in very small amounts. Put
 6 another way, AT&T will be used for interconnected service roaming and nothing more.
 7 Please note that we are not in any way "reselling" roaming. We are using roaming as an input
 8 to our M2M solutions. When a WCX hosted M2M solution requires connectivity through AT&T,
 9 WCX will authenticate that use and will allow the device to roam.



10 WCX and its customers want to compete with AT&T to serve the functions set out in blue
 11 shading and use interconnected roaming to simply connect devices and users to our developed
 12 M2M applications and services. We do not want to limit our distribution to only our CMA. Any

1 such restriction will prevent market entry as an M2M provider. We desire to roam over AT&T's
2 network in an industry standard way to provide M2M nationwide.

3 Again this is consistent with 3GPP TS 33.220 "Digital cellular telecommunications system (Phase
4 2+); Universal Mobile Telecommunications System (UMTS); LTE; Generic Authentication
5 Architecture (GAA); Generic Bootstrapping Architecture (GBA) (3GPP TS 33.220).

6 In further rebuttal to Orszag paragraph 105, AT&T's decision to break the technical industry
7 standards for roaming, especially specific to M2M authentication and security where the home
8 network is allowed to control its UE in a visited network through GBA, is an attempt by AT&T to
9 foreclose WCX from the M2M market eliminating WCX's ability to distribute new and better
10 M2M solutions by using roaming. The "technical and policy use restrictions" that AT&T
11 demands via its roaming terms prevent use of a 3GPP "GBA" as contemplated by the roaming
12 standards set for 3GPP and that are necessary for M2M to work.

13 For the public version of the WCX M2M Business Explanation above, I have relied on my
14 knowledge gained as an active participant in the industry. This includes routinely reading
15 published white papers and technical standards from both private companies and public
16 organizations, routinely participating in web based "webinars" and routinely attending industry
17 conferences and, on occasion, being a speaker.

18 Attached as Exhibit 1 to this declaration are all the documents I reviewed and in the cases of
19 the slides inserted or graphics borrowed, the presentations I used.

20 My knowledge base in the above description is also formed from both public and private
21 conversations I have had with other industry participants. The following is a confidential non-
22 exhaustive list of such people with whom I have had conversations related to these issues:

23 [REDACTED]

24 [REDACTED]

25 [REDACTED]

26 [REDACTED]

- 1 [REDACTED]
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Highly Confidential M2M Business Explanation and Plans

I have stated above that I do not believe the FCC intended to limit the number of the devices that can be supported through roaming. Obviously AT&T thinks differently and wishes to impose severe limiting use regulations that, in my opinion and in the opinions of other large carriers, potential investors, potential employees and potential M2M partners/customers would foreclose any effective entry into the M2M market by WCX.

Other Carriers

AT&T avers that WCX can rely on others for roaming and even attaches public information about Sprint and Sprint's SMART initiative and T-Mobile's participation in the CCA Roaming Hub. See Prize Declaration paragraphs 6-15 and his attached "Website Material" pages 302 through 347 of the AT&T PDF. AT&T's statements about others in the industry is a red herring and has little to do with our complaint or AT&T's requirement to offer and implement a reasonable roaming agreement with WCX. AT&T's claims are also simply false.

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11 WCX needs certainty. We want to solicit investment and our customers as a CMRS carrier – not
12 as a reseller. The difference is important in the marketplace and it is a significant legal
13 distinction that makes a real difference. AT&T knows this just as much as WCX, and that is why
14 they repeatedly characterize each of WCX’s contemplated roaming uses as some kind of
15 “resale.”

16 The other national carriers recognize that WCX is developing and deploying the primary value
17 of an M2M solution when it invests and deploys its M2M infrastructure. Their understanding
18 starkly juxtaposes with AT&T’s contention that we are only “piggy backing.” AT&T’s references
19 to what the FCC said about “piggy back” are, however, misplaced and ignore the context and
20 what the Commission was really saying. [REDACTED]

21 [REDACTED]
22 agrees.

23 Here is what the FCC actually said about “piggy backing”– including important footnotes:

24 21. ... As we found in the *Order on Reconsideration*, “the relatively high price of roaming
25 compared to providing facilities-based service will often be sufficient to counterbalance the
26 incentive to ‘piggy back’ on another carrier’s network.”⁷⁷ We note that the pro-investment
27 incentives that providers will have as a consequence of the high cost of roaming are reflected in
28 the terms and conditions offered by mobile data service providers, which commonly include

1 authorizing termination of service or other actions if a subscriber's roaming on other networks
 2 becomes too large a part of the subscriber's service use.⁷⁸ At a minimum, these roaming
 3 limitations demonstrate that providers are unlikely to rely on roaming arrangements in place of
 4 network deployment as the primary source of their service provision,⁷⁹ nor will such
 5 arrangements lead to reduced investment by requesting providers.

6 ^{77.} *Order on Reconsideration*, 25 FCC Rcd at 4197-98 ¶ 32.

7 ^{78.} *See, e.g.*, T-Mobile Terms and Conditions, [http://www.t-](http://www.t-mobile.com/Templates/Popup.aspx?WT.z_unav=ftr_TC&PAsset=Ftr_Ftr_TermsAndConditions&print=true)
 8 [mobile.com/Templates/Popup.aspx?WT.z_unav=ftr_TC&PAsset=Ftr_Ftr_TermsAndConditions](http://www.t-mobile.com/Templates/Popup.aspx?WT.z_unav=ftr_TC&PAsset=Ftr_Ftr_TermsAndConditions&print=true)
 9 [&print=true](http://www.t-mobile.com/Templates/Popup.aspx?WT.z_unav=ftr_TC&PAsset=Ftr_Ftr_TermsAndConditions&print=true) (permitting suspension or termination if more than 50% of a subscriber's voice
 10 and/or data usage is "Off-Net" for any three billing cycles within any 12 month period); AT&T
 11 Wireless Customer Agreement, [http://www.wireless.att.com/cell-phone-](http://www.wireless.att.com/cell-phone-service/legal/index.jsp?q_termsKey=wirelessCustomerAgreement&q_termsName=Wireless+Customer+Agreement#howDoIGetServOutsideNet)
 12 [service/legal/index.jsp?q_termsKey=wirelessCustomerAgreement&q_termsName=Wireless+Cus-](http://www.wireless.att.com/cell-phone-service/legal/index.jsp?q_termsKey=wirelessCustomerAgreement&q_termsName=Wireless+Customer+Agreement#howDoIGetServOutsideNet)
 13 [tomer+Agreement#howDoIGetServOutsideNet](http://www.wireless.att.com/cell-phone-service/legal/index.jsp?q_termsKey=wirelessCustomerAgreement&q_termsName=Wireless+Customer+Agreement#howDoIGetServOutsideNet) (termination or other measures if off-net data
 14 usage exceeds the lesser of 24 megabytes or 20% of the kilobytes included with a subscriber's
 15 plan); MetroPCS Terms and Conditions of Service,
 16 <http://www.metropcs.com/privacy/terms.aspx> ("Our Services and Rate Plans are designed for
 17 you to use your service each month predominantly in our service area. If your usage
 18 each month is not predominantly in our service area, we may terminate your Service or
 19 restrict your ability to receive Service outside the areas served by our network.");
 20 SouthernLINC Acceptable Use Policy, [http://www.southernlinc.com/privacy/acceptable-](http://www.southernlinc.com/privacy/acceptable-use-policy.aspx)
 21 [use-policy.aspx](http://www.southernlinc.com/privacy/acceptable-use-policy.aspx) (providing roaming usage allowance of 30% of the Anytime minutes in
 22 the subscriber's plan).

23 ^{79.} *See, e.g.*, MetroPCS Comments at 47; SouthernLINC Comments at 39; Leap Reply
 24 Comments at 5-6."

25 Notice the following:

26 1. The Commission's "relatively high" price comparison was the price of roaming to "providing
 27 facilities-based service." The statement does not say the price of roaming is fine if "relatively
 28 high" compared to retail price, although one could equate the two if carriers were still
 29 separately charging for roaming use. But they are not.

30 2. The FCC says that the "high cost of roaming" will be reflected in retail mobile terms and
 31 conditions, including when roaming is not necessarily separately priced. The footnotes
 32 accompanying the statement are referring to retail terms, not roaming terms. AT&T's retail
 33 terms said more than twenty percent roaming was "excessive." But T-Mobile said FIFTY
 34 PERCENT. [REDACTED]

35 [REDACTED]

1 [REDACTED]
 2 [REDACTED]
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4 3. Finally the words FCC used in the last sentence: “providers are unlikely to rely on roaming ...
 5 **as the primary source of service provision.** “Primary” is a term of art with legal and particular
 6 meaning, as counsel explains in the Reply Legal Analysis. But even the regular dictionary
 7 meaning does not support the use AT&T assigns. Dictionary.com says the adjective means:

- 8 1. first or highest in rank or importance; chief; principal: "his primary goals in life."
- 9 2. first in order in any series, sequence, etc.
- 10 3. first in time; earliest; primitive.
- 11 4. of, pertaining to, or characteristic of primary school: "the primary grades."
- 12 5. constituting or belonging to the first stage in any process.
- 13 6. of the nature of the ultimate or simpler constituents of which something
- 14 complex is made up: "Animals have a few primary instincts."
- 15 7. a. original; not derived or subordinate; fundamental; basic. b. (in scholarly
- 16 studies) pertaining to or being a firsthand account, original data, etc., or based on
- 17 direct knowledge, as in primary source; primary research.

18 Black’s Law Dictionary defines “primary” to mean “first in order of time, or development, or in
 19 intention.” As we noted in our Second Amended Complaint, in order to get roaming, WCX’s
 20 customers must sign up for home-based service.²¹ Our primary service is either home M2M
 21 based service or home smartphone services; roaming is supplemental or appurtenant to the
 22 primary service.

23 If WCX cannot include roaming as part of our total M2M solution to our perspective customers,
 24 we cannot offer them access to the market they seek. Basically we will have a product that has
 25 no distribution channel and therefore cannot go to market as a solution. This fact will so
 26 diminish our product offering that it will effectively foreclose us from market entry.

27 The following are excerpts on recent communications between WCX and [REDACTED]
 28 [REDACTED] related to the M2M issues. I used the
 29 same “Cow Chip” examples in my negotiations with this carrier as I did in my oral negotiations

²¹ Second Amended Complaint, ¶154.

1 with AT&T so you will see that same reference. This national carrier is just fine supporting our
2 "Cow Chips:"

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

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7 It is very important that this large carrier has agreed to not thwart the 3GPP standards and will
 8 use the same concepts proposed in Exhibit 4 in the RWA Model agreement for interconnection
 9 and exchange of traffic between the parties. That said, even if we signed an agreement with
 10 this carrier today, WCX would not be able to use this relationship for at least 18 months, and
 11 perhaps even longer because the two carriers will not be using the same supported Band Plans
 12 and the ecosystems for Band Plan 12 is not yet viable.

13 AT&T’s answer in paragraph 32 admits that the RWA Agreement attempts to implement the 3GPP
 14 standards with respect to roaming. It then accuses WCX of not negotiating as an excuse as to why
 15 AT&T didn’t specifically respond to WCX’s contract. This is far from the truth. When AT&T, in
 16 negotiations, refused to discuss the RWA Model agreement and instead re-proposed non-3GPP
 17 standards which AT&T claims are “**based upon**” 3GPP standards (See Meadors Declaration
 18 paragraph 30) as a counter to a WCX proposal of actually using 3GPP industry standards (such as
 19 AT&T’s demand for a defined Permanent Roamer class that it force-fits M2M applications into,
 20 thereby prohibiting M2M), *AT&T was in fact negotiating with WCX*. AT&T’s “negotiation” was an
 21 insistence on contract terms that implemented their position:

22 **AT&T refuses to use 3GPP and M2M industry standards and instead desires to use AT&T rules**
 23 **unilaterally crafted for the purpose of foreclosing market entry by WCX into the M2M market by**
 24 **prohibiting any innovative activity, increasing WCX’s costs and limiting WCX’s ability to**
 25 **distribute new and innovative solutions.**

1 This interpretation of AT&T's proposed contract words were confirmed in our oral negotiations,
2 where Mr. Meadors made it quite clear that, no matter what else is going on, if the "Cow Chip"
3 provided by WCX is in AT&T's territory, the use will be prohibited.

4 I in turn made it abundantly clear to AT&T that WCX does not believe there is room in the FCC's
5 orders to make AT&T's position "Reasonable" on this issue. I also left our door open (as it is
6 today) for AT&T to communicate with WCX when and if AT&T changes its mind.

7 The only way WCX's mind can be changed about what the Commission's intent was will be for
8 the Commission itself to tell WCX we have incorrectly interpreted their orders and rules, and
9 that the Commission does not want WCX or other rural carriers to be able to use roaming as
10 part of its entry into the M2M market.

11 The only way AT&T will change its mind is when the FCC specifically tells AT&T it is, once again,
12 wrong, and "roaming" is not "resale."

13 AT&T has tried very hard to make it appear that WCX would not "negotiate." That is not true.
14 There was simply no room to compromise since the parties have diametrically opposed
15 viewpoints that only the Commission can resolve in this adjudication. This case is not here
16 because anyone failed to talk. We did, but it did not take very long since we quickly reached the
17 same impasse as before.

18 AT&T's Prize declaration claims that WCX can change its business plans by changing its band
19 plan which might allow WCX to go to other places for Roaming. Mr. Prize also touts multiple
20 phones, tablets and hotspots that can have multiple band technology. I will deal with Mr.
21 Prize's factual assertions about smartphones and tablets in a moment. But first let me observe
22 that no AT&T witness presented any testimony on the sub-components that must be used in
23 custom built M2M devices and nowhere does AT&T say that WCX's "cow chips" will be
24 technically able to roam on all the other carriers' networks.

25 Underlying components are part of what is known in the industry as an "ecosystem." Today,
26 M2M application developers in the US are primarily only interested in working on the more
27 mature ecosystems of AT&T and Verizon. Those two entities dominate the US market and they

1 have driver control over the available component hardware and available operating systems. To
2 date the hardware and OS vendors and the collaborative software community have all bought
3 into the AT&T and Verizon ecosystem for M2M. This means they presently design everything
4 assuming it will be on the AT&T network or the Verizon network, and occasionally some
5 components will work on Sprint. If WCX is prevented from operating using AT&T Bands, it is
6 foreclosed from that ecosystem. See Documents 80-83 for one vendor's information about
7 their components.

8 In a related matter, WCX has already deployed our network as Band 17. In order to follow the
9 advice of Mr. Prise, WCX would have to abandon its sunk investment and then incur entirely
10 new costs and suffer a long delay. We would not be able to enter the M2M market for years,
11 nor could we roam in the interim. Thank you for your advice Mr. Prise, but no thanks. WCX
12 would rather implement its right to roam today, using the investment it has made. Again,

13 [REDACTED]

14 [REDACTED]

15 [REDACTED] I will discuss LTE handset and tablet availability and
16 the difference between unlocked and open devices later in this declaration. Suffice it for now to
17 say that Mr. Prise is wrong: there are no alternatives today.

18 **INVESTORS**

19 Potential investors require that WCX have the present ability to use roaming to distribute its M2M
20 solutions. Limitations or prohibitions to using roaming for supporting M2M applications eliminate
21 the desire for a firm focused on M2M to invest or engage in any capital partnering. Put another
22 way, potential investors will significantly devalue the enterprise value of WCX before an
23 investment due to the uncertainty surrounding the ability to use roaming in conjunction with
24 supporting M2M platforms and services.

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6 I have spoken with several other potential investors who all parrot the same message. Basically
7 they will believe WCX can roam only when they see it. Until then, they have no desire to invest
8 in a M2M plan.

9 That all these potential and innovative investors condition their interest on a predictable and
10 repeatable outcome of how data roaming will work should not be any surprise. Any educated
11 investor wants to minimize risk. They immediately recognize that while our ideas on M2M
12 platforms and interworking are worthy and have promise, they are simply unwilling to risk the
13 capital for so long the literal distribution gate (roaming) to connecting devices nationwide is
14 being shut by AT&T.

15 [Potential M2M Customers / Innovators / Specific Efforts to date by WCX on M2M](#)

16 Over the past two years WCX has made significant progress in the market place with unique M2M
17 concepts and with paving the way to develop and deploy solutions based upon those concepts.

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26 [REDACTED]
27 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

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WCX's Smartphone Business Plans

1
2 In addition to WCX's above described business plans for M2M, WCX also desires to provide
3 Smartphone services where our voice and texting capability are integrated into a broadband
4 capable smartphone or tablet.

5 AT&T's Prise, in his declaration, touts multiple phones, tablets and hotspots that can have
6 multiple band technology. Somehow he magically assumes that because AT&T or T-Mobile or
7 Verizon can purchase phones from Samsung or Apple that work on each of their respective
8 networks there is no longer a need for WCX to roam on AT&T's network. Mr. Prise confuses
9 many issues, but none of them in any way detract from the simple fact that AT&T has a legal
10 obligation to provide automatic roaming so that WCX can support its interconnected services.
11 Mr. Prise completely avoids the subject of automatic roaming.

12 AT&T also makes assertions and implies that there is no need for roaming by WCX since WCX's
13 licensed area is allegedly saturated with competitive providers. See Meadors paragraph 13.

14 AT&T also implies that 100% of users have broadband and even cites to the National Broadband
15 Plan to support that implication. See Meadors paragraph 14; Orszag paragraphs 14-18. AT&T
16 also defends its so called restrictions on use as being reasonable in a lot of different places.
17 Orszag paragraphs 19-30 contain a decent collection of AT&T's assertions and theories.

18 AT&T denies in its answer that WCX has a network, has invested in a network, or that the FCC
19 ever intended to require AT&T to offer roaming of any kind – automatic or data – to WCX.

20 Again, it seems the best way to rebut all of the above assertions of AT&T is to describe in detail
21 WCX's plans to provide smartphone services in Texas.

The Truth about WCX's CMA and WCX's Deployment

22
23 According to the FCC, well over 1,000 census blocks within CMA 667 currently do not have
24 broadband. The following are 14 maps showing the areas both in aggregate and then by county
25 of each census block within our CMA that, according to the FCC does not today have broadband
26 available to them. The green reflects no broadband availability.