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BY ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth St., S.W.
Washington, D.C. 20554

Re: *Applications of AT&T Inc. and Verizon Wireless for Consent To Assign or Transfer Control of Licenses and Authorizations and Modify a Spectrum Leasing Arrangement, WT Docket No. 09-104*

Dear Ms. Dortch:

AT&T is in receipt of the ex parte letter filed on May 24, 2010 (the “Canis Letter”) by Jonathan E. Canis, counsel to the Oglala Sioux Tribe (the “Tribe”) of the Pine Ridge Reservation (the “Reservation”) in South Dakota. The purpose of this response is to clarify, reiterate and reaffirm AT&T’s commitments with respect to service within the boundaries of the Reservation described in AT&T’s letter dated May 20, 2010 (the “Reservation Commitments”).

The Reservation Commitments are intended to serve two purposes. First, the ex partes in this proceeding reveal significant pending disputes between Verizon Wireless and the Tribe regarding the Tate Woglaka Service Agreement, dated August 21, 2000 (the “Service Agreement”). The Reservation Commitments were specifically made to ensure the continuity of high quality, affordable services on the Reservation while those pending disputes are being resolved in appropriate fora. AT&T thus has agreed to offer to undertake on a going forward basis all of the rights and obligations of WWC License LLC (“WWC”) under the Service Agreement; to build a 3G HSPA broadband wireless network on the Reservation and to transition the divestiture CDMA network subscribers living within the boundaries of the Reservation to that network at no cost to those subscribers; to continue the same degree of access to services on the divestiture CDMA network until that transition; and to support the continued offering of high quality services and low cost rate plans on the Reservation by seeking Commission approval to transfer to AT&T the existing Reservation eligible telecommunications carrier (“ETC”) designation.¹ Second, the Reservation Commitments also were made to allow AT&T’s acquisition of the wireless licenses and assets being divested by Verizon Wireless – and the significant public benefits in 18 states and nationwide that flow from that

¹ As an ETC, AT&T Mobility would, of course, be required to continue offering the supported services throughout the Reservation as well as Lifeline service to eligible tribal members as long as AT&T Mobility is an ETC.

transaction – to go forward without prejudice to the Tribe’s pursuit of its claims against Verizon Wireless or the Tribe’s ability to obtain any relief that it is entitled to receive.²

AT&T is also committed to having a positive and mutually beneficial relationship with the Tribe. AT&T has not, as the Canis Letter argues, “rejected” the Service Agreement. To the contrary, AT&T has committed to and reiterates here that it is fully prepared to assume all responsibilities under and perform pursuant to the Service Agreement, assuming that the Tribe is willing to permit AT&T to perform as the service provider under that Agreement. Similarly, while the FCC sought a specific transaction-related service commitment only for a three-year transition period to ensure immediate continuity of service, that limit will in no way shorten the term of the Service Agreement or otherwise affect any obligations AT&T may have under the Service Agreement. Those terms are spelled out in the Agreement itself, to which AT&T has committed to be bound. Finally, the Reservation Commitments also specifically provide that the Tribe and AT&T may agree to a mutually acceptable alternative to the Service Agreement. AT&T continues to be willing to discuss with the Tribe assumption, renewal, modification or replacement of the Service Agreement, but in order to avoid prejudicing the Tribe’s litigation position, AT&T recognizes that the pending disputes over the terms of the current Service Agreement may need to be resolved before a new agreement can be reached. The Reservation Commitments are specifically designed to assure that service to the Reservation is maintained pending those ongoing discussions and resolution of all outstanding disputes and controversies.³

The public interest benefits of this pro-competitive transaction are clear. AT&T will bring investment and increased competition to mostly rural communities across parts of 18 states, provide access to America’s fastest 3G mobile broadband network and WiFi network with 20,000 U.S. hotspots, and offer a greater choice of smartphones and other devices, improved services and features and the best international coverage of any U.S. carrier. The Commission should promptly approve this transaction, which has been pending before the Commission for over a year, without further delay.

² On May 18, 2010, the U.S. District Court for the District of South Dakota ordered Verizon Wireless’s subsidiary Alltel Communications, LLC and the Tribe to commence arbitration proceedings to resolve their disputes related to the Service Agreement. Alltel Communications, LLC v. Oglala Sioux Tribe, No. 10-5001-JLV, slip op. at 33 (D.S.D. May 18, 2010).

³ Although AT&T does not believe it would be productive to address in this response all of the erroneous assertions set forth in the Canis Letter, it is clear that the Canis Letter misconstrues the meaning and intent of the Reservation Commitments and the good faith efforts of AT&T to discuss alternate arrangements with the Tribe.

In accordance with the Commission's rules, this letter is being filed electronically with the Secretary for inclusion in the public record.

Sincerely

A handwritten signature in black ink, appearing to be 'JM', with a long horizontal line extending to the right.

Joan Marsh

cc (by email):

Bruce Gottlieb
John Guisti
Angela Giancarlo
Louis Paraertz
Charles Mathias
Paul Murray
Kathy Harris
Susan Singer
Stacy Ferraro