

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matters of)	
)	
AT&T MOBILITY, LLC	)	WT Docket No. 13-10
)	
Petition for Waiver of Cellular License)	
Application Rules Concerning Service Area)	
Boundary Extensions)	
)	
NEW CINGULAR WIRELESS PCS, LLC	)	File No. 0004432369
	)	File No. 0004353129
Twelve Applications for Major Modification of	)	File No. 0004353137
Licenses For Cellular Service	)	File No. 0004356579
	)	File No. 0004571996
	)	File No. 0004848163
	)	File No. 0004365241
	)	File No. 0004353773
	)	File No. 0004402257
	)	File No. 0004595564
	)	File No. 0004353427
	)	File No. 0004345837
)	
LOUISIANA RSA NO. 7 CELLULAR	)	File No. 0004361548
GENERAL PARTNERSHIP)	
)	
Application for Major Modification of)	
License For Cellular Service)	

To: Wireless Telecommunications Bureau

**COMMENTS OPPOSING PETITION FOR WAIVER;
REQUEST FOR DISMISSAL OF APPLICATIONS**

**CELLULAR SOUTH LICENSES, LLC
d/b/a C SPIRE WIRELESS**
Russell D. Lukas
David L. Nace
Its Attorneys
LUKAS, NACE, GUTIERREZ & SACHS, LLP
8300 Greensboro Drive, Suite 1200
McLean, Virginia 22102
(703) 584-8678

February 20, 2013

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SUMMARY

Cellular South Licenses, LLC d/b/a C Spire Wireless (“C Spire”) opposes the waiver request filed by AT&T Mobility, LLC on behalf of affiliates (collectively “AT&T”) that seek major modifications to cellular systems and service area boundary extensions (“SABs”) into C Spire Cellular Geographic Service Areas (“CGSAs”).

AT&T has not met the high hurdle faced by an applicant for a waiver. There is an especially heavy burden to carry in order to justify a waiver of Section 22.911(d) of the Commission’s rules given that the “[p]rotection afforded” C Spire by that rule which gives rise to rights protected by due process. Section 22.911 gives a cellular licensee the rights to have a CGSA “free of SABs” and to be protected from interference and the “capture of subscriber traffic” within its CGSA.

C Spire engaged in good faith negotiation with AT&T over the requested SAB extensions. AT&T itself is responsible for much of the delay in C Spire’s consideration of the extension requests. After every interaction or correspondence from C Spire to AT&T, AT&T typically took an extended period of time to reply and state its position. C Spire gave feedback on AT&T extension proposals and recommended changes. Ultimately AT&T failed to close the loop with C Spire and complete the negotiation process before jumping the gun by filing for major modifications and requesting a waiver of Commission rules.

The AT&T applications do not include sufficient information to permit evaluation of the effects of proposed site modifications and site additions on C Spire’s CGSAs. Specifically, the applications do not include a map (picture files or electronic uploads) that clearly show the 32dBu contours for each of the modified or added sites.

AT&T should not be permitted to dictate terms for SAB extension agreements by waiver of Commission rules. Normally, agreements between carriers include conditions and terms that are not covered by Commission rules. In any event, while the Commission considers major changes to its cellular licensing rules the Wireless Bureau should avoid *ad hoc* rulemaking by waiver.

As incomplete applications without an alternative proposal that complies with the rules, the AT&T applications are defective and should be dismissed, in accordance with Section 1.925(c)(ii) of the Commission's rules.

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NEW CINGULAR WIRELESS PCS, LLC)	File No. 0004432369
)	
Application for Major Modification of License)	
For Cellular Service in the Birmingham, AL)	
Cellular Market Area (Market 41B),)	
Call Sign KNKA262)	
)	
NEW CINGULAR WIRELESS PCS, LLC	)	File No. 0004353129
)	
Application for Major Modification of License)	
For Cellular Service in the Huntsville, AL)	
Cellular Market Area (Market 120B),)	
Call Sign KNKA392)	
)	
NEW CINGULAR WIRELESS PCS, LLC	)	File No. 0004353137
)	
Application for Major Modification of License)	
For Cellular Service in the Jackson, MS)	
Cellular Market Area (Market 106B),)	
Call Sign KNKA403)	
)	
LOUISIANA RSA NO. 7 CELLULAR	)	File No. 0004361548
GENERAL PARTNERSHIP)	
)	
Application for Major Modification of License)	
For Cellular Service in the Louisiana 7 - West)	
Feliciana Cellular Market Area (Market 460B),)	
Call Sign KNKN614)	

NEW CINGULAR WIRELESS PCS, LLC	)	File No. 0004356579
)	
Application for Major Modification of License)	
For Cellular Service in the Alabama 3 - Lamar)	
Cellular Market Area (Market 309B),)	
Call Sign KNKN761)	
)	
NEW CINGULAR WIRELESS PCS, LLC	)	File No. 0004571996
)	
Application for Major Modification of License)	
For Cellular Service in the Mississippi 9 - Copiah)	
Cellular Market Area (Market 501B),)	
Call Sign KNKN878)	
)	
NEW CINGULAR WIRELESS PCS, LLC	)	File No. 0004848163
)	
Application for Major Modification of License)	
For Cellular Service in the Mississippi 3 - Bolivar)	
Cellular Market Area (Market 495B),)	
Call Sign KNKN961)	
)	
NEW CINGULAR WIRELESS PCS, LLC	)	File No. 0004365241
)	
Application for Major Modification of License)	
For Cellular Service in the Mississippi 4 -)	
Yalobusha Cellular Market Area (Market 496B),)	
Call Sign KNKQ269)	
)	
NEW CINGULAR WIRELESS PCS, LLC	)	File No. 0004353773
)	
Application for Major Modification of License)	
For Cellular Service in the Mississippi 4 -)	
Yalobusha Cellular Market Area (Market 496B),)	
Call Sign KNKQ394)	
)	
NEW CINGULAR WIRELESS PCS, LLC	)	File No. 0004402257
)	
Application for Major Modification of License)	
For Cellular Service in the Alabama 1 - Franklin)	
Cellular Market Area (Market 307B),)	
Call Sign KNKQ276)	

NEW CINGULAR WIRELESS PCS, LLC) File No. 0004595564
)
 Application for Major Modification of License)
 For Cellular Service in the Mississippi 6 -)
 Montgomery Cellular Market Area (Market 498B),)
 Call Sign KNKQ309)
)
 NEW CINGULAR WIRELESS PCS, LLC) File No. 0004353427
)
 Application for Major Modification of License)
 For Cellular Service in the Mississippi 10 - Smith)
 Cellular Market Area (Market 502B),)
 Call Sign KNKQ368)
)
 NEW CINGULAR WIRELESS PCS, LLC) File No. 0004345837
)
 Application for Major Modification of License)
 For Cellular Service in the Mississippi 8 - Claiborne)
 Cellular Market Area (Market 500B),)
 Call Sign KNKQ395)

To: Wireless Telecommunications Bureau

**COMMENTS OPPOSING PETITION FOR WAIVER;
 REQUEST FOR DISMISSAL OF APPLICATIONS**

Cellular South Licenses, LLC d/b/a C Spire Wireless (“C Spire”), hereby responds to a Public Notice of the Wireless Telecommunications Bureau (“Bureau”) inviting comments on a petition filed by AT&T Mobility, LLC for waiver of Sections 1.923(a)¹ and 22.911(d)² of the Rules (“Petition”).³ C Spire welcomes this opportunity to provide comments and requests that the Bureau deny the Petition and waiver request. Upon denial of rule waivers, the Bureau should

¹ 47 C.F.R. § 1.923(a). Section 1.923(a) of the Commission’s rules (“Rules”) establishes a requirement that wireless radio service applications include “all information requested on the applicable form and any additional information required by . . . any rules pertaining to the specific service for which the application is filed.”

² 47 C.F.R. § 22.911(d). Section 22.911(d) prohibits a cellular licensee from commencing operation of any facility that would cause a service area boundary (“SAB”) “to overlap the existing CGSA [Cellular Geographic Service Area] of another cellular system on the same channel block, without first obtaining the written consent of the licensee of that system.”

³ *Public Notice*, DA 13-44, released February 5, 2013 (“Public Notice”) by the Wireless Telecommunications Bureau. The deadline for submission of these Comments is February 20, 2013.

deem the above-captioned applications incomplete and defective, and dismiss the applications in accordance with Section 1.925(c)(ii) of the Rules. In support of these requests the following is respectfully shown:

I. Background

C Spire is among a group of four cellular licensees that have not granted consent to SAB extensions proposed by affiliates of AT&T Mobility, LLC and with whom negotiations, according to that company, are at an impasse.⁴ The four named cellular system operators are unaffiliated and geographically dispersed, and each is a small or regional wireless competitor of AT&T Mobility, LLC affiliates.

New Cingular Wireless PCS, LLC and Louisiana RSA No. 7 Cellular General Partnership (each, together with AT&T Mobility, LLC, referred to herein as “AT&T”) filed a total of 13 applications for major modification of cellular licenses with SAB extensions into C Spire CGSAs.⁵ Each application, as AT&T acknowledges, proposes extensions of cell contours on frequency Block B into the CGSA of one or more C Spire co-channel cellular systems. Such extensions are prohibited by Section 22.911(d) of the Rules absent an agreement with the cellular licensee into whose CGSA the contours would extend.⁶

Complaining that C Spire would not agree to the proposed incursions into its CGSAs, the applicants, on October 10, 2012, submitted AT&T’s Petition for Waiver as a supplement to the applications. AT&T asks the Bureau to override the rights of C Spire to CGSA protection that is

⁴ The Public Notice refers to AT&T’s assertion that it has “pursued negotiations with the [four] neighboring licensees, some resulting in an impasse (Group I applications).” [fn. omitted] Those neighboring licensees are C Spire, East Kentucky Network, LLC, NE Colorado Cellular, Inc. and Wilkes Cellular, Inc. The Public Notice also refers to a second waiver petition filed by AT&T that concerns a lack of agreement with three additional carriers where there is a “promise of success but no resolution thus far (Group II applications).”

⁵ The file number of each of the 13 applications appears in the caption of these comments.

⁶ See Section 22.911(d)(2)(i).

explicitly afforded by Section 22.911(d) of the Rules. Neither the amendments nor the Petition were served on C Spire or its contact representative who is listed in the Bureau's cellular license data base.

II. The Petition Should be Denied

For any of a variety of reasons, the Bureau should deny the AT&T waiver requests.

A. AT&T Failed to Satisfy the Waiver Standard of Section 1.925(b) of the Rules

An applicant for a rule waiver “faces a high hurdle even at the starting gate” for it “must plead with particularity the facts and circumstances” which warrant the waiver. *WAIT Radio v. FCC*, 418 F.2d 1153, 1157 (D.C. Cir. 1968) (quoting *Rio Grande Family Radio Fellowship, Inc. v. FCC*, 406 F.2d 664, 666 (D.C. Cir. 1968)). See *Rules Governing Hearing Aid-Compatible Telephones*, 22 FCC Rcd 7171, 7176 (2007) (“*Section 20.19 Waiver*”). The high hurdle faced by an applicant for a waiver of a wireless rule is the waiver standard set forth in Section 1.925(b) of the Rules. That standard burdens the applicant to plead with particularity the facts and circumstances showing either that: (1) the underlying purpose of the rule would not be served or would be frustrated by its application, and the waiver would serve the public interest; or (2) unique or unusual factual circumstances would make the application of the rule inequitable, unduly burdensome or contrary to the public interest, or the applicant has no reasonable alternative. See 47 C.F.R. § 1.903(b)(3); *Section 20.19 Waiver*, 22 FCC Rcd at 7176. AT&T makes no attempt to carry its burden.

AT&T had an especially heavy burden to carry in order to justify a waiver of Section 22.911(d) of the Rules given that the “[p]rotection afforded” C Spire by that rule gives rise to rights protected by due process. 47 C.F.R. § 22.911(d). The rule first provides that a CGSA is “the area within which cellular systems are *entitled* to protection and within which adverse effects

for the purpose of determining whether a petitioner has standing.” 47 C.F.R. § 22.911 (emphasis added). The rule also provides:

Within the CGSA determined in accordance with this section, cellular systems are *entitled* to protection from co-channel and first-adjacent channel interference and from capture of subscriber traffic by adjacent systems on the same channel block.⁷

* * * * *

Cellular licensees are at most *entitled* to have a CGSA free of SABs from other cellular systems on the same channel block.⁸

The word “entitle” means “to give a right or legal title to.”⁹ Thus, Section 22.911 gives a cellular licensee the rights to have a CGSA “free of SABs” and to be protected from interference and the “capture of subscriber traffic” within its CGSA. The “adverse effects” threatened by interference and the capture of subscriber traffic within a CGSA are legally cognizable for the purpose of affording the licensee standing to assert its rights to protection under Section 22.911(d).

“In an effort to protect cellular system operators from losing customers, [Section 22.911(d)] established a bright-line rule that subscriber traffic is considered captured when the SAB of the first system overlaps the CGSA of the second system.” *Bachow/Coastal, L.C.C. v. GTE Wireless of the South, Inc.*, 15 FCC Rcd 4484, 4487 (Enf. Bur. 2000). See 47 C.F.R. § 22.911(d)(2)(i) (“Subscriber traffic is captured if an SAB of one cellular system overlaps the CGSA of another operating cellular system”). Thus, Section 22.911(d) protects cellular licensees from economic injury (losing customers), as well as interference. To protect cellular licensees from interference and the capture of subscriber traffic, the rule provides:

⁷ 47 C.F.R. § 22.911(d) (emphasis added).

⁸ *Id.* § 22.911(d)(2)(ii) (emphasis added).

⁹ Black’s Law Dictionary 532 (6th ed. 1990).

[C]ellular licensees must not begin to operate any facility that would cause an SAB to overlap the existing CGSA of another cellular system on the same channel block, without first obtaining the written consent of the licensee of that system...Cellular licensees may enter into contracts with the licensees of other cellular systems on the same channel block to allow SABs to overlap CGSAs.¹⁰

Insofar as electrical interference and economic injury are the two established grounds for standing before the Commission and the courts, see, e.g., *MCI Telecommunications Corp., Assignor, and Echostar Corp., Assignee*, 16 FCC Rcd 21608, 21623 n.81 (1999), the rights afforded C Spire by Section 22.911(d) to be protected from interference and the capture of subscriber traffic are safeguarded by due process. C Spire may agree to surrender its rights, but they cannot be “waived” at the request of AT&T and without due process. And, under the circumstances, due process requires that the Commission take a “hard look” at the Petition¹¹ and strictly enforce the Section 1.925(b) waiver standard. Even a cursory look at the Petition reveals that AT&T did not even come close to passing the “threshold acceptability test” for waiver requests. *Section 20.19 Waiver*, 22 FCC Rcd at 7176.

At the threshold, AT&T was required to plead with particularity the facts and circumstances which would warrant a waiver of C Spire’s right to have its CGSAs free of SABs from AT&T’s operations in adjoining markets. *See id.* The only facts that AT&T alleged with particularity are that it:

- (1) holds thirteen cellular licenses with SABs that overlap one or more of eight CGSAs held by C Spire;
- (2) filed modification applications that “reflecting” SAB extensions into C Spire CGSAs;
- (3) made “extensive efforts” to secure SAB extension agreements with C Spire;
- (4) made changes requested by C Spire to eliminate concerns over interference; and

¹⁰ 47 C.F.R. § 911(d)(2)(i) (emphasis added).

¹¹ *Rule 20.19 Waiver*, 22 FCC Rcd at 7176 (quoting *WAIT Radio*, 418 F.2d at 1158).

(5) had not received executed SAB extension agreements from C Spire.¹²

None of the facts that AT&T alleged with particularity are relevant under the Section 1.925(b) standard. The underlying purpose of Section 22.911(d) is not to foster SAB extension agreements, but to afford cellular licensees the right to have their cellular systems protected from interference from, and the capture of subscriber traffic by, adjacent systems on the same channel block. *See supra* pp. 4-5. Specific facts showing that AT&T's attempts to get C Spire to enter into SAB extension agreements were unsuccessful obviously do not establish that enforcement of the requirement that AT&T obtain C Spire's written consent for the SAB extensions into the C Spire CGSAs would frustrate the underlying purpose of Section 22.911(d). That being the case, AT&T's general and conclusory claims that a waiver of the prior consent requirement would serve the public interest are unavailing.

Section 22.911(d) provides that cellular licensees "may" enter into contracts that allow SABs to overlap their CGSAs. 47 C.F.R. § 22.911(d)(2)(I). *See also id.* 22.912(b) ("cellular system licensees may enter into contracts to allow SAB extensions"). The rule's use of the word "may" means the licensee's decision to enter into an SAB extension contract is discretionary. *See, e.g., Air Sunshine, Inc. v. Carl*, 663 F.3d 27, 34 (1st Cir. 2011). Inasmuch as Section 22.911(d) leaves the decision to enter into an SAB extension agreement a matter of the licensee's discretion, the rule imposes no obligation on C Spire to negotiate such an agreement with AT&T.¹³ Consequently, the particular facts alleged by AT&T to show that C Spire did not exercise its discretion to negotiate SAB extension agreements do not establish the presence of "unique or

¹² *See* Petition at 7-8, Ex. A, Ex. E.

¹³ A licensee's unwillingness to negotiate, as alleged by AT&T, may simply reflect a licensee's preoccupation with other business issues and regulatory obligations. It may also indicate that a licensee is not ready to make counterbalancing changes to its own cellular facilities to mitigate the effects of the proposed contour extension. Whatever the reason, a cellular licensee may properly decline to negotiate SAB extensions, and it should not be compelled to accept SAB extensions through a rule waiver process.

unusual factual circumstances” that would make the enforcement of the requirement that C Spire give prior written consent to an SAB extension “inequitable, unduly burdensome or contrary to the public interest.”

Finally, AT&T did not allege specific facts to show that it had “no reasonable alternative” to seeking a waiver of the prior consent requirement. Section 22.911(d) clearly favors a cellular licensee’s right to a CGSA free of SAB extensions over an adjacent licensee’s interest in operation of facilities in violation of the Rule purportedly for the purposes of “ensuring wireless coverage, facilitating broadband build-out, and promoting the efficient use of spectrum.” Petition at 10. The Bureau should deny AT&T’s request for a waiver of Section 22.911(d) because it failed to meet the Section 1.925(b) waiver standard. It cannot do otherwise consistent with due process.

B. AT&T Itself is Responsible for Much of the Delay in C Spire’s Consideration of SAB Extension Requests

C Spire denies AT&T’s claim that C Spire is responsible for “three years of delay and obstruction”¹⁴ in discussions about proposed extension agreements. In fact, the history associated with the AT&T extension agreement requests shows otherwise. As explained below, AT&T failed to follow through with C Spire in the negotiation process and respond to C Spire’s reasonable concerns and requests for changes.

1. Consulting Engineer’s Communication with AT&T

When C Spire’s outside consulting engineer, Ali Kuzehkanani, started review of the requests, in early 2010, he realized there were a number of inaccuracies and problems with AT&T’s cellular licenses that needed to be addressed before SAB extension requests could be thoughtfully considered. Specifically, Mr. Kuzehkanani’s study of the Commission’s license records showed that AT&T was licensed for sites that were clearly inside C Spire’s CGSAs and

¹⁴ Petition, p.7.

that C Spire alone operated. Some of the sites were incorrectly shown in the Commission's data base to be dual-licensed when in fact C Spire alone was authorized to operate at those locations.

Below is a list of the sites that incorrectly appeared on AT&T cellular licenses:

- Greenwood (MS-3 CMA)
- Fayette (MS-8 CMA)
- Brookhaven (MS-8 CMA)
- McComb (MS-8 CMA)
- Tylertown (MS-9 CMA)
- Collins (MS-10 CMA)

Initially, there was some resistance from AT&T to address the issue and pursue corrections. However, after having been told that the licensing issue must be resolved before C Spire would deal with the extension requests, AT&T agreed to request deletion of incorrect sites from its licenses. It was not, however, until months later and after reminders from Mr. Kuzehkanani that the issue was addressed by AT&T and resolved (consuming a period of more than a year and half).

Since then, there has been an exchange of communications to discuss the extension requests and to provide comments in the form of tentative approvals, recommended modifications and rejection where the nature of the request seemed unreasonable. After every interaction or correspondence from C Spire to AT&T, AT&T typically took an extended period of time to reply and state its position. For a licensee that is now claiming a lack of cooperation from C Spire, it seems odd that AT&T would not respond immediately to comments made on C Spire's behalf, or at least in a more timely fashion than occurred given AT&T's constantly-stated urgency of the matter.

AT&T was informed that C Spire was ready to sign off on a number of extensions after AT&T's revision of the agreements to incorporate a suggested language change (November 2011). AT&T agreed to consider the requested change and communicated no objection to it.

After a brief mention late in February 2012 that AT&T was willing to accept a portion of the language change, but not all of it, Mr. Kuzehkanani never heard back from AT&T on the subject.

To Mr. Kuzehkanani's knowledge, there were no further inquiries to him from AT&T regarding the matter since the February 2012 time frame. While some contacts may have occurred between local AT&T personnel and C Spire's in-house personnel, Mr. Kuzehkanani was not involved in those discussions and has no familiarity with the details.

2. C Spire's Direct Communication with AT&T

David Smith, C Spire's Vice President, Network Engineering, recalls communication about extension requests with AT&T's local Director, Mark Rigney, after February 2012. Discussions with Mr. Rigney were focused on only a subset of the overall group of extension requests that had been the subject of communications between Mr. Kuzehkanani and AT&T.

Mr. Smith and others at C Spire met with Mark Rigney on June 4, 2012 to discuss a few extensions that were important to AT&T at that time. Mr. Rigney mentioned that he had taken the lead on this project and that AT&T's Jennifer Kovacich, who had previously been in contact with Mr. Kuzehkanani, had gone onto another position. C Spire worked with Mr. Rigney and his engineer, Rob Hattaway, from June 2012 through December 2012 and gave feedback on several AT&T extension proposals. C Spire recommended changes that Mr. Smith and Mr. Kuzehkanani discussed by phone. No communication was received by C Spire after a January 2, 2013 email message from Mr. Rigney that mentioned AT&T appreciated the feedback and would get back to C Spire.

C. AT&T's Boundary Extension Proposals Lack Sufficient Detail Needed for C Spire's Analysis

Any SAB extension into C Spire's CGSAs carries with it the potential for harmful interference to C Spire's operations. While these comments are not an appropriate vehicle to address specific concerns with the AT&T extension proposals, there remain reasonable concerns that prevent C Spire from moving forward with agreements.

As noted by C Spire's consulting engineer, Mr. Kuzehkanani, in his attached Declaration, the AT&T applications do not include sufficient information to permit evaluation of the effects of proposed site modifications and site additions on C Spire's CGSAs. Specifically, the applications do not include a map (picture files or electronic uploads) that clearly show the 32dBu contours for each of the modified or added sites.

AT&T "jumped the gun" by filing major modification applications prior to reaching agreement with C Spire on SAB extensions. The Bureau should not act by waiver where the cellular carriers have not reached agreements on the SAB extensions.

D. AT&T Should Not Be Permitted to Dictate Terms for SAB Extension Agreements by Waiver of Rules

Given that cellular licensees are *entitled* to protection within their CGSAs from SAB extensions,¹⁵ AT&T should not be permitted by means of the rule waiver process to compel its small and regional competitors to accept signal incursions, let alone to accept them without any conditions or limitations. There is no FCC prescribed form for SAB extension agreements. If a waiver is granted, would small and regional carriers such as C Spire have the right to terminate the agreements as is common in many wireless carrier agreements? Or would AT&T obtain by waiver a unilateral and unconditional right to encroach upon the CGSAs of C Spire and other carriers?

¹⁵ See 47 C.F.R. §22.911(d).

While the Commission considers major changes to its cellular licensing rules¹⁶ the Bureau should avoid *ad hoc* rulemaking by waiver. If the Commission determines that the rules should be amended to permit and limit (except by carrier agreement) median field strength to 40 dBuV/m or some other level at the license boundary, all cellular licensees will have the right to modify their systems accordingly. Otherwise the Bureau should respect the right of cellular licensees to negotiate, or not negotiate, for SAB extensions in their CGSAs.

III. The AT&T Applications Should be Dismissed

Denial of the request for waiver of Section 22.911(d) for any reason will render the captioned applications of AT&T incomplete for lack of an agreement with C Spire for extension of cell contours into C Spire's CGSAs. As incomplete applications without an alternative proposal that complies with the rules, the applications are defective and should be dismissed, in accordance with Section 1.925(c)(ii) of the Rules.¹⁷

Respectfully submitted,

**CELLULAR SOUTH LICENSES, LLC
d/b/a C SPIRE WIRELESS**



Russell D. Lukas
David L. Nace
Its Attorneys

LUKAS, NACE, GUTIERREZ & SACHS, LLP
8300 Greensboro Drive, Suite 1200
McLean, Virginia 22102
(703) 584-8678
February 20, 2013

¹⁶ Notice of Proposed Rulemaking, WT Docket No. 12-40, RM No. 11510 at 23 (rel. February 15, 2012).

¹⁷ 47 C.F.R §1.925(c)(ii).

DECLARATION OF ALI KUZEHKANANI

I, Ali Kuzehkanani, under penalty of perjury, declare the following:

1. I am a Telecommunications Electrical Engineer and employed by the firm of Lukas, Nace, Gutierrez & Sachs, LLP.

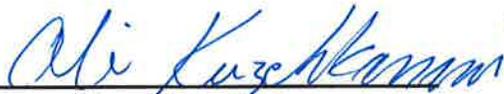
2. I graduated from George Washington University, Washington, D.C., with a Bachelor of Science degree in Electrical Engineering.

3. I have been retained by Cellular South, Inc. d/b/a C Spire Wireless ("C Spire") to review AT&T's Petition for Waiver ("Petition") and comment on the assertions made therein. I have also been requested by C Spire to review the pending major modification applications ("601 Applications") of AT&T's affiliates that are the subject of the Petition to evaluate the effect of the proposed site modifications and additions on C Spire's authorized Cellular Geographic Service Areas ("CGSAs").

4. I declare that the statements contained in Section II.B.1. of the foregoing comments of C Spire accurately summarize my recollection of the chronology of my communications with AT&T staff relating to the negotiation process.

5. After reviewing the FCC records of the pending 601 Applications, my opinion is the 601 Applications do not include sufficient information to allow me to evaluate the effect of the proposed site modifications/additions on C Spire's CGSAs. Specifically, the 601 Applications do not include a map (picture files or electronic uploads) that clearly show the 32dBu contours for each of the modified or added sites.

6. The above statements are true and correct to the best of my knowledge and belief.



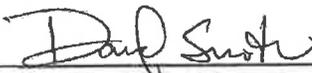
Ali Kuzehkanani

Dated: February 19, 2013

DECLARATION OF DAVID SMITH

I, David Smith, under penalty of perjury, declare the following:

1. I am Vice President, Network Engineering, of Cellular South, Inc. d/b/a C Spire Wireless ("C Spire").
2. I reviewed a Petition for Waiver filed by AT&T Mobility, LLC ("AT&T") regarding pending major modification applications by AT&T affiliates that propose Service Area Boundary extensions into C Spire's authorized Cellular Geographic Service Areas.
3. I declare that the statements contained in Section II.B.2. of the foregoing comments of C Spire accurately summarize my recollection of the chronology of my communications with AT&T staff relating to the negotiation process.
4. The above statements are true and correct to the best of my knowledge and belief.



David Smith

Dated: February 19, 2013

CERTIFICATE OF SERVICE

I, Kathleen Mathiasen, hereby certify that on this 20th day of February, 2013, copies of the foregoing COMMENTS OPPOSING PETITION FOR WAIVER; REQUEST FOR DISMISSAL OF APPLICATIONS were sent by e-mail, in pdf format, to the following:

Best Copy and Printing, Inc.
FCC@BCPIWEB.COM

Nina Shafran
Mobility Division
Wireless Telecommunications Bureau
Nina.Shafran@fcc.gov

Robert Vitanza
AT&T Services, Inc.
Robert.Vitanza@att.com

Michael P. Goggin
AT&T Mobility LLC
michael.p.goggin@att.com

[s] filed electronically

Kathleen Mathiasen