



BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

In the Matter of:

GTA Docket 10-04

Joint Petition of GTA Telecom, LLC and Pulse Mobile, LLC for approval of the Wireless Interconnection and Reciprocal Compensation Agreement pursuant to Section 252(e) of the Telecommunications Act of 1996

ORDER APPROVING WIRELESS INTERCONNECTION
AND RECIPROCAL COMPENSATION AGREEMENT

Findings

On March 15, 2010, GTA Telecom, LLC [GTA] and Pulse Mobile, LLC [MPULSE] filed a Joint Petition with the Guam Public Utilities Commission [PUC] for approval of their Wireless Interconnection and Reciprocal Compensation Agreement for the Territory of Guam pursuant to Section 252(e) of the Telecommunications Act of 1996.¹ The Commission previously approved the Wireless Interconnection and Reciprocal Compensation Agreement between GTA and GTA Wireless LLC by Order dated October 27, 2005.² Subsequently, "GTA Wireless, LLC" was renamed as "Pulse Mobile, LLC".³

GTA and MPULSE now wish to enter into a new Wireless Interconnection and Reciprocal Compensation Agreement that will supersede the Agreement previously entered into by GTA and GTA Wireless, LLC. The agreement indicates that GTA is the incumbent Local Exchange Carrier in Guam, as defined by the Federal Communications Commission; MPULSE is a Commercial Mobile Radio Service provider of two-way mobile communications operating in Guam. The parties desire to exchange calls between their networks and to establish Interconnection and Compensation arrangements for these calls.⁴

¹ GTA & MPULSE Joint Petition for Approval of the Wireless Interconnection and Reciprocal Compensation Agreement, GTA Docket 10-04, filed March 15, 2010.

² PUC Order Approving Wireless Interconnection and Reciprocal Compensation Agreement between GTA Telecom, LLC and GTA Wireless, LLC, Docket 05-08, filed October 27, 2005.

³ Application of Pulse Mobile, LLC for Designation as an Eligible Telecommunications Carrier, Docket No. 06-8, ORDER APPROVING DESIGNATION, filed February 1, 2007.

⁴ Wireless Interconnection and Reciprocal Compensation Agreement between GTA & MPULSE, Article 1, par. 2.

PUC Legal Counsel has filed a Report herein recommending that the Commission approve the Petition of the parties.⁵ The Report indicates that the Agreement sets forth the terms, conditions and rates under which MPULSE's wireless network and GTA's landline network will continue to be interconnected for the purpose of exchanging IntraMTA Traffic, provided that the service provided by MPULSE to its customers is two-way CMRS.⁶

MPULSE is an "affiliate" of GTA pursuant to the Commission's Affiliate Transaction Rules (Rules Relating to Cost Allocation and Affiliate Transaction for Incumbent Local Exchange Carriers).⁷ On April 8, 2010, GTA filed its Affiliate Transaction Certifications in Docket 05-01 for 2008 and 2009.⁸ GTA has also filed its latest copy of the GTA Cost allocation manual, which was completed by its cost consultant JSI.⁹

The PUC adopts the recommendation of Counsel, and finds that the Wireless Interconnection and Reciprocal Compensation Agreement of the parties does not violate the standards set forth in 47 USC §252[e][2][A]. Since the present Agreement is terminating, the parties need to place a new Wireless Interconnection Agreement into effect. They have proposed such an agreement for a three year term. The Agreement does not discriminate against a telecommunications carrier that is not a party to the agreement. The terms and conditions of the Wireless Interconnection Agreement, as well as the rates for reciprocal compensation and transiting compensation between GTA and MPULSE, are the same as those between GTA and other CMRS carriers such as Guamcell [i.e. Docomo].¹⁰

In addition, each of the Agreements between GTA Telecom, LLC and Wireless CMRS providers, such as MPULSE or Docomo, contains a "Most Favored Nation Provision." Such provision entitles every CMRS provider to adopt from GTA any entire Interconnection/Compensation Agreement provided by GTA to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.¹¹ As a result of the Agreement entered into by GTA and MPULSE, CMRS services will be more broadly available to the

⁵ PUC Counsel Report, GTA Docket 10-04, filed April 12, 2010.

⁶ Wireless Interconnection and Reciprocal Compensation Agreement, id. at Article 3, par. 3.2.

⁷ PUC Order, 05-1 adopting the Affiliate Transaction Rules, filed February 1, 2007.

⁸ Letters to the GPUC dated April 8, 2010 certifying GTA Telecom LLC's compliance with the rules relating to cost allocation and affiliate transactions for 2008 and 2009, Docket 05-01.

⁹ See GTA Telecom Cost Allocation Manual, filed April 8, 2010, in Docket 05-01.

¹⁰ See the Wireless Interconnection and Reciprocal Compensation Agreement between GTA Telecom, LLC and Guam Cellular & Paging Inc. dba Guamcell, dated June 12, 2008.

¹¹ See Article 16 of the Wireless Interconnection Agreements adopted by GTA Telecom LLC with both MPULSE and Docomo.

public. The Wireless Interconnection Agreement is consistent with the public interest, convenience and necessity. It is in the public interest to provide the people of Guam with modern, innovative, accessible, and affordable telecommunications services and products.¹²

Order

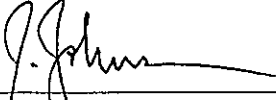
Based upon the foregoing, the Guam Public Utilities Commission **orders that:**

1. the Wireless Interconnection and Reciprocal Compensation Agreement between GTA Telecom, LLC and Pulse Mobile, LLC, as filed with their March 15, 2010 Joint Petition, is approved.
2. In the event that the parties revise, modify or further amend their Wireless Interconnection and Reciprocal Compensation Agreement, as approved herein, the revised, modified or amended Wireless Interconnection and Reciprocal Compensation Agreement shall be submitted to PUC for approval pursuant to 47 USC §252[e][1] prior to taking effect.
3. The Wireless Interconnection and Reciprocal Compensation Agreement as approved herein shall terminate in accordance with the provisions of Article 8 thereof (three year term with renewal provisions).
4. PUC reserves the jurisdiction and authority to enforce the Wireless Interconnection and Reciprocal Compensation Agreement, to issue appropriate orders with regard thereto, and to hear and resolve complaints with respect to the Amendment or the Interconnection Agreement pursuant to PUC's existing authority.
5. In GTA Docket 10-02, the Administrative Law Judge is currently considering the sufficiency of remedy provisions in Interconnection Agreements in existing Interconnection Agreements. Should the ALJ recommend any changes to its existing remedy provisions in Interconnection Agreements between Telecommunications parties, and should such recommendations be adopted by the PUC, the PUC reserves the right to require GTA Telecom LLC and Pulse Mobile, LLC to adopt any changes in the remedy provisions that may be approved by the PUC.


¹² See Guam Telecommunications Act of 2004, 12 GCA §12101(2).

6. GTA and MPULSE are ordered and directed to pay one half of the PUC's regulatory expenses and fees in this docket.

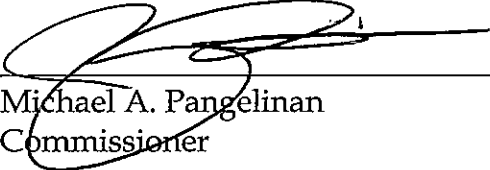
Dated this 29th day of April, 2010.



Jeffrey C. Johnson
Chairman

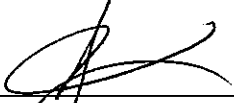


Filomena M. Cantoria
Commissioner



Michael A. Pangelinan
Commissioner

Joseph M. McDonald
Commissioner



Rowena E. Perez
Commissioner