



BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN RE: )  
 ) CP Docket 14-01  
 )  
 )  
 JOINT PETITION OF TELEGUAM )  
 HOLDINGS LLC AND CHOICE PHONE ) **ORDER**  
 LLC FOR APPROVAL OF )  
 INTERCONNECTION AGREEMENT )  
 )

**INTRODUCTION**

1. This matter comes before the Guam Public Utilities Commission ["PUC"] upon the Joint Petition of Teleguam Holdings LLC ["GTA"] and Choice Phone LLC ["Choice"] (jointly "the Parties") for approval of their Interconnection Agreement.<sup>1</sup>
2. The Parties submit their Wireless Interconnection Agreement for approval by the PUC in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996. They request that the PUC approve the Agreement in accordance with the requirements of Section 252(e).<sup>2</sup>

**BACKGROUND**

3. The Parties herein have modeled their Interconnection Agreement after the GTA-Guam Cellular and Paging, Inc. Interconnection Agreement, which was previously approved by the PUC on October 3, 2008.<sup>3</sup>
4. Minor modifications have been made by the Parties to update the GTA-Guam Cellular Agreement in accordance with the Telecommunications Act of 1996 and the requirements of the Federal Communications Commission.<sup>4</sup>

<sup>1</sup> Joint Petition of GTA and Choice, CP Docket 14-01, filed February 28, 2014.

<sup>2</sup> Id.

<sup>3</sup> PUC Order Approving Interconnection Agreement, Docket 07-05, dated October 3, 2008.

<sup>4</sup> Statement by Robert Kelly, Choice Representative/Consultant, to Frederick J. Horecky, PUC Counsel, in Telephone Conference on March 7, 2014.

5. The Agreement provides specific Interconnection and Reciprocal Compensation arrangements between the Parties solely for the exchange of IntraMTA Traffic between their networks.<sup>5</sup>
6. "IntraMTA Traffic" is telecommunications traffic that, at the beginning of the call, originates and terminates within the Guam MTA.<sup>6</sup> The "MTA" is the "Major Trading Area" designated by the FCC as the service area for Guam.<sup>7</sup>
7. GTA and Choice have agreed to interconnection points, transport methods, technical requirements, and standards.<sup>8</sup> Each Party agrees to comply with all applicable FCC and PUC standards and quality of service requirements when providing service to the other Party.<sup>9</sup>
8. For traffic exchanged on and after July 1, 2012, the Parties agree that "Bill-and-Keep" shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between GTA and Choice.<sup>10</sup> "Bill-and-Keep" is an arrangement under which neither of the parties charges the other for the transport and termination of IntraMTA traffic that originates on one of the Party's network and terminates on the other Party's network.<sup>11</sup>
9. The Agreement is effective as of the "Effective Date", which is upon execution by the Parties, subject to subsequent approval of the Commission.<sup>12</sup> The Parties recognize that the Agreement requires "regulatory approval" by the PUC, subject to change, modification, or cancellation as required by a final order of a regulatory authority.<sup>13</sup>

---

<sup>5</sup> Wireless Interconnection Agreement between Teleguam Holdings, LLC, and Choice Phone, LLC, attached to the Petition herein, at §3 Scope.

<sup>6</sup> Id. at §1.18.

<sup>7</sup> Id. at §1.24.

<sup>8</sup> See §4 of the Wireless Interconnection Agreement.

<sup>9</sup> Id. at §4.6.2.

<sup>10</sup> Id. at §6.1 of the Wireless Interconnection Agreement.

<sup>11</sup> Id. at §1.5.

<sup>12</sup> Id. at §19.5.

<sup>13</sup> Id. at §16.1.

### DETERMINATIONS

10. The PUC adopts the findings and recommendations in the PUC Counsel Report dated March 12, 2014.
11. The Agreement, which GTA and Choice intend to use as their Interconnection Agreement, conforms with the format previously approved in Docket 07-05 and is not inconsistent with the Commission's Interconnection Implementation Rules.
12. The Wireless Interconnection Agreement proposed by GTA and Choice does not violate the standards set forth in 47 USC §252[e][2][A]. The provisions of the Agreement have been negotiated by the parties and appear to have resulted in a final product which adequately protects the interests of both.
13. The Wireless Interconnection Agreement does not discriminate against a telecommunications carrier not a party to the Interconnection Agreement. The 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.<sup>14</sup>

### ORDERING PROVISIONS

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


1. The Interconnection Agreement between Teleguam Holdings LLC and Choice Phone LLC, as filed herein on February 28, 2014, is approved.
2. The Parties shall comply with all duties and obligations thereunder in accordance with their Interconnection Agreement.
3. In the event that the parties revise, modify or further amend their Interconnection Agreement, as approved herein, the revised, modified or amended Interconnection Agreement shall be submitted to PUC for approval pursuant to 47 USC §252[e][1] prior to taking effect.

---

<sup>14</sup> See Guam Telecommunications Act of 2004, 12 GCA §12101(2).

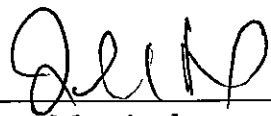
4. The Wireless Interconnection Agreement as approved herein is effective upon the date of approval by the PUC and shall terminate in accordance with its stated terms.
5. PUC reserves the jurisdiction and authority to enforce the Interconnection Agreement, to issue appropriate orders with regard thereto, and to hear and resolve complaints with respect to the Interconnection Agreement pursuant to PUC's existing authority.
6. GTA and Choice are ordered and directed to each pay one half of the PUC's regulatory expenses and fees in this docket.

Dated this 31<sup>st</sup> day of March, 2014.

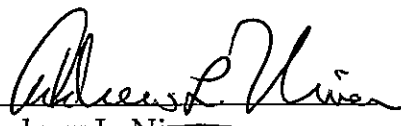
  
\_\_\_\_\_  
Jeffrey C. Johnson  
Chairman


\_\_\_\_\_  
Joseph M. McDonald  
Commissioner

\_\_\_\_\_  
Rowena E. Perez  
Commissioner

  
\_\_\_\_\_  
Peter Montinola  
Commissioner

\_\_\_\_\_  
Michael A. Pangelinan  
Commissioner

  
\_\_\_\_\_  
Andrew L. Niven  
Commissioner

  
\_\_\_\_\_  
Filomena M. Cantoria  
Commissioner