

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



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Order Instituting Rulemaking Regarding
Emergency Disaster Relief Program

R.18-03-011

**AT&T CALIFORNIA'S (U 1001 C) AND AT&T CORP.'S (U 5002 C)
VERIFIED RESPONSE TO ADMINISTRATIVE LAW JUDGE'S
RULING REGARDING ORDER TO SHOW CAUSE**

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EXHIBIT LIST

No. Description

- 1 CalOES RFP 6026-2018 for Next Generation 9-1-1 Services —Prime and Regions
- 2 March 15, 2018 letter from Brad L. Walter, Assistant Vice President and Senior Legal Counsel, AT&T Services, Inc., to Alex Pal, Acting Chief Counsel, Legal Affairs, CalOES
- 3 August 21, 2018 letter from Isabelle Salgado, Vice President and Associate General Counsel, A&T Services, Inc., to Arocles Aguilar, General Counsel, CPUC
- 4 Email exchange covering August 22, 2018 to August 29, 2018 between Isabelle Salgado, Vice President and Associate General Counsel, A&T Services, Inc., to Arocles Aguilar, General Counsel, CPUC
- 5 April 15, 2019 (updated April 26, 2019) letter from Cynthia Walker, Director, Communications Division, CPUC, to Mark Berry, AT&T Regulatory
- 6 June 7, 2019 letter from Cynthia Walker, Director, Communications Division, CPUC, to Peter Hayes, Assistant Vice President, AT&T Regulatory
- 7 September 18, 2019 letter from Cynthia Walker, Director, Communications Division, CPUC, to Mark Berry, AT&T Regulatory
- 8 Oct. 1, 2019 email from Cynthia Walker to Peter Hayes
- 9 November 5, 2019 letter from Peter Hayes, Assistant Vice President, AT&T Regulatory to Cynthia
- 10 Nov. 14, 2019 email from Cynthia Walker to Peter Hayes
- 11 Frontier Communications filed Advice Letter 12824 (filed Dec. 11, 2019)
- 12 Consolidated Communications Advice Letter 2067 (filed Aug. 20, 2019)
- 13 December 5, 2019 letter from Budge Currier, Public Safety Communications, 9-1-1 Branch Manager, CalOES to Jonathan Holland, Regional Sales Director, AT&T Public Safety Solutions
- 14 AT&T Corp. Advice Letter 4336 (filed Oct. 4, 2019)
- 15 October 24, 2019 email from Louise Fischer, Senior Telecommunications Engineer, CPUC to Mark Berry, AT&T Regulatory
- 16 Pacific Bell's Schedule Cal. P.U.C. No. K1, K2, and K3

ACRONYMS

CalOES —California Governor's Office of Emergency Services

COLR —Carrier of Last Resort

ILEC —Incumbent Local Exchange Carrier

E911 — Enhanced 911

NG911 —Next Generation 911

OSP —Originating Service Provider

POI —Point of Ingress to NG911 Service Provider's network

PSAP —Public Safety Answering Point

Pacific Bell Telephone Co. d/b/a AT&T California ("AT&T California") and AT&T Corp. (collectively, "AT&T") hereby respectfully respond to the Administrative Law Judge's Ruling Regarding Order to Show Cause ("OSC") issued on December 20, 2019.

I. INTRODUCTION AND EXECUTIVE SUMMARY

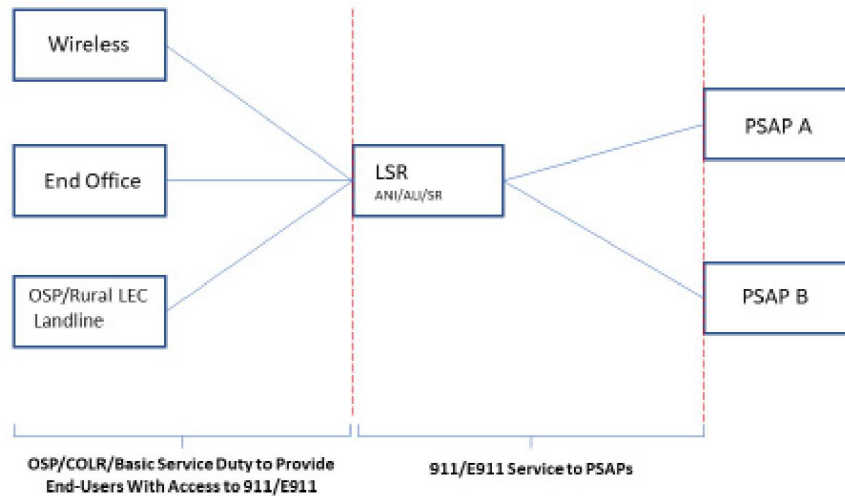
The OSC directs AT&T California to show cause why it should not be held in contempt or penalized for failing to create, tariff, and offer an entirely new service, Next Generation 911 ("NG911"). AT&T California, however, does not provide, has no plans to provide, and was not selected by CalOES to provide NG911 Service. In seeking to force AT&T California to create and offer an NG911 Service, the OSC rests on three fundamental errors regarding (i) the obligations of Carriers of Last Resort ("COLRs"), (ii) the option to provide 911 Service versus the duty to tariff such service if a carrier opts to provide it, and (iii) the effects of the regime created by CalOES to implement NG911 Service through competitive bidding — a regime that radically changes how 911 calls will be handled and the role of carriers such as AT&T California.

A. The first fundamental error is the OSC's assumption that, because AT&T California is a COLR and basic service provider, AT&T California must provide "911 service." OSC at 9-14. That is incorrect. "911 Service" refers to a service provided to Public Safety Answering Points ("PSAPs") to carry 911 calls from an Originating Service Provider ("OSP") to the PSAP. While a carrier can voluntarily choose to provide 911 Service to PSAPs, no carrier—including COLRs and basic service providers—is legally required to do so. Rather, COLRs are only required to provide basic service to all who request it. Basic service is for end-users, not PSAPs, and the definition of basic service requires only that the provider include "access to 911/E911 service" for its *end-users*. That is, a basic service provider must make arrangements to ensure that its end-users' 911 calls can be completed, which it can do by sending the 911 calls through another carrier.

That is entirely different from actually providing "911 Service" to PSAPs. The following diagram illustrates the division of responsibility:

DIAGRAM 1¹

Legacy 911 Network



Accordingly, contrary to the OSC's assumption (which is not supported by the sources it cites), the fact that AT&T California is a COLR and basic service provider does not require it to provide 911 Service of any kind to PSAPs, including NG911 Service.

B. The OSC's second fundamental error is its assumption that because AT&T California provides legacy 911/E911 Service to PSAPs (that is, Basic 911 and Enhanced 911), it is legally required to "update" its tariff for those 911/E911 Services to, instead, provide an entirely new and different thing — NG911 Service to PSAPs. OSC at 3, 10, 12, 14. That is incorrect. As just explained, there is no legal obligation for any carrier to provide 911 Service to PSAPs of any kind, including NG911 Service. Thus, even if carriers were required to tariff a 911 Service *if* they

¹ In this diagram, LSR stands for Legacy Selective Router, which typically would be found in an ILEC's network.

choose to provide one (as AT&T California has done for its 911/E911 Services), there is no duty to tariff a service that a carrier does not provide and is not required to provide. Nor is there a duty to provide any and all other conceivable forms of 911 Service simply because they choose to offer one form. Furthermore, the OSC's mistaken assumption that AT&T California must create, tariff, and offer NG911 Service ignores CalOES's framework for implementing NG911 statewide, which excludes AT&T California from providing NG911 Service, as explained next.

&. The OSC's third fundamental error is that it ignores the radical effect of the system CalOES has adopted to implement NG911 capability in California. To understand this shift, one must first understand how legacy 911 has been provided.

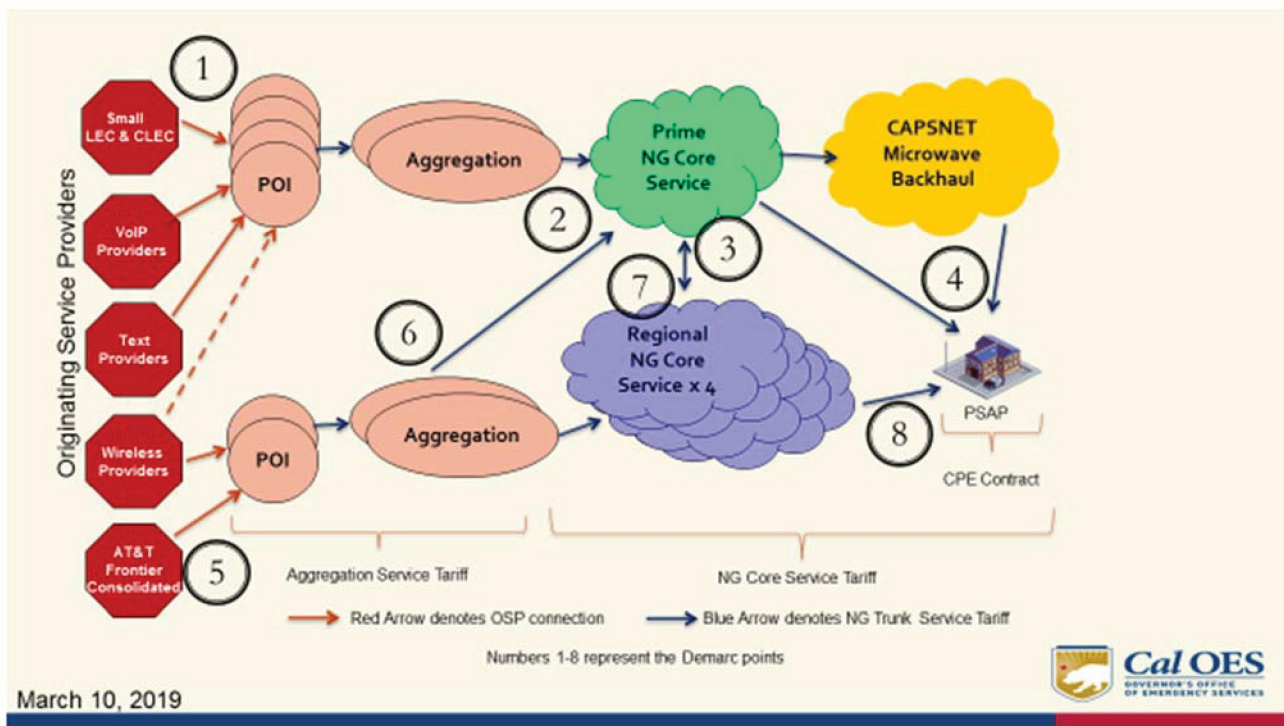
Under the traditional 911 system today, incumbent local exchange carriers ("ILECs"), such as AT&T California and Frontier, provide 911/E911 Service to PSAPs. In this arrangement, OSPs, including the ILECs, send their end-users' 911 traffic to the ILECs' 911 systems, which receive the 911 calls and perform "selective routing" and other functions, then deliver each 911 call to the appropriate PSAP.

Under the framework established by CalOES for NG911, by contrast, OSPs will not send their 911 traffic to ILECs, and ILECs will not provide 911 Service to PSAPs. Rather, OSPs will send all their end-users' 911 traffic to the "Prime" and "Regional" NG911 network service providers designated by CalOES ("NG911 Service Providers"), who will then provide NG911 Service to PSAPs. Indeed, the NG911 Service Providers will be the *only* entities that will provide NG911 Service to PSAPs.

AT&T California and AT&T Corp. were not chosen by CalOES to be Prime or Regional NG911 Service Providers. Accordingly, their only role in the regime created by CalOES will be as OSPs. As OSPs, will be responsible only for getting their end-users' 911 calls to the point of

ingress ("POI") to the Prime or Regional NG911 Service Provider's network (see the red arrows in the diagram below), after which the Prime and Regional NG911 Service Providers will then be responsible for providing NG911 Service to get the 911 call to the appropriate PSAP in IP format (see the blue arrows in diagram below). The following color diagram, created by CalOES (except for the brackets and green text at the very bottom, which we have added for clarity), illustrates the division of responsibility under CalOES's NG911 regime:

DIAGRAM 2



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Service Duty to
Provide End-Users
With Access to 911

CalOES Prime and Regional NG911 Providers' Service to PSAPs

The NG911 system created by CalOES will replace the existing system for 911 service. The OSC, however, does not account for the effects of CalOES's new regime. Instead, the OSC

seeks to force AT&T California to create and provide NG911 Service² even though AT&T California (i) has no such service, (ii) has no legal duty to provide 911 Service to PSAPs (as opposed to providing end-users with "access to" 911), and (iii) because it was not chosen as an NG911 Service Provider by CalOES, is not even eligible to provide NG911 Service. Indeed, under CalOES's regime, CalOES will be the sole purchaser of NG911 Service on behalf of PSAPs, and it will buy only from its chosen Prime and Regional providers. Thus, the OSC seeks to force AT&T California to create, tariff, and offer an entirely new service for which it would have no possible customers. Such a requirement has no legal basis. It also would directly conflict with CalOES's NG911 regime.

• The OSC also alleges that AT&T Corp. already provides NG911 Service to some PSAPs under its Pasadena RING contract, yet failed to tariff it. That is incorrect. As a threshold matter, NG911 is an IP-enabled service, so Public Utilities Code Section 710 precluded any tariffing requirement until January 1, 2020. Moreover, AT&T Corp. did, in fact, promptly file a tariff for the Pasadena RING project in response to the Staff of the Communications Division's request, on October 4, 2019. Although Staff rejected that filing on technical grounds, AT&T Corp. did respond to Staff's request, and the grounds for rejection ignore the actual contents of that tariff.

In short, as explained in greater detail below, neither AT&T California nor AT&T Corp. has violated any legal requirement:

² The OSC does not define what it means by NG911 Service. Staff's letters to AT&T California that are referenced in the OSC, however, would require AT&T California to create and offer an NG911 Service that would include "Next Generation (NG) Trunks and bandwidth for the transport of 9-1-1 traffic" from the POI to the PSAP. Ex. 5. Such a service would include all of the blue arrows in Diagram 2 above. As CalOES's RFP stated and its diagram shows, however, the elements depicted by those blue arrows are to be provided by CalOES's designated NG911 Service Providers, *not* by OSPs like AT& California.

- Nothing about being a COLR or basic service provider requires a carrier to provide any kind of "911 Service," including NG911 Service, or to tariff a service they do not provide;
- Requiring AT&T California or AT&T Corp. to create, tariff and offer NG911 Service would directly conflict with the NG911 regime created by CalOES —under which CalOES has already selected *other* entities as the exclusive providers of NG911 Service statewide —and irrationally force AT&T California and AT&T Corp. to create a service for which there would be no possible customers; and
- AT&T Corp. filed a tariff for its "Pasadena RING" contract, thereby satisfying any alleged duty regarding that contract now that Section 710 has expired.

Penalizing AT&T California or AT&T Corp. for not providing a service they are not required to provide, that other COLRs have not been required to provide), and that will be provided exclusively by others, would be unjust, unwarranted, and arbitrary.

II. BACKGROUND

A. 911/E911 Service and NG911 Service

A 911 call using the current architecture has two main components. The first is the portion from the caller to the local switch and "selective router." The second is when the selective router directs the voice call to the PSAP over dedicated trunks.³

In this architecture, 911 and E911 networks traditionally have been implemented, operated, and maintained by ILECs, such as AT&T California or Frontier, in each PSAP's service area.⁴ The ILEC receives 911/E911 calls from its end-users and end-users of other OSPs (CLECs, wireless, etc.) at its central office or selective router, and then sends them to the appropriate PSAP.⁵

³ See *In the Matters of IP-Enabled Services*, 20 FCC Rcd. 10245, ¶¶ 6-7, 15 (2005).

⁴ *Id.*, ¶ 14 ("The Wireline E911 Network has generally been implemented by a subset of incumbent LECs").

⁵ *Id.*, ¶¶ 12-15 (in the current environment, ILECs "receive[] 911 calls from competitive and incumbent LEC central offices over dedicated trunks"); Ex. 1, RFP 6026-2018, § 1.4.1 ("The 9-1-1 services [in the current environment] are provided via tariff through 45 Selective Routers that are maintained by two telecommunications service providers (AT&T [California] and Frontier Communications.)").

The PSAP pays the ILEC for such 911/E911 Service at the rates in state tariffs.⁶ Carriers whose end-users make 911/E911 calls, including the ILECs, are referred to as OSPs. Such carriers must provide their end-users with "access to" 911/E911, which they provide when they hand off the calls to the ILEC for delivery to the PSAP. Diagram 1 above is a simplified depiction of the current legacy architecture.

With the transition to NG911, the dedicated architecture of legacy 911/E911 Service will be replaced by a new architecture for an internet protocol-based ("IP-based") call routing system. There will no longer be a selective router, and ILECs therefore will not be involved in selective routing or providing 911 Service to PSAPs. Rather, as explained below, the four NG911 providers selected by CalOES through a competitive bidding process will take the place of ILECs in providing 911 Service to PSAPs and getting calls from the OSP to the PSAP. As a result of this fundamental change, OSPs, including ILECs, will deliver 911 traffic directly to the NG911 provider's POI (Point of Ingress), which serves as the point of demarcation with the OSC. The NG911 provider will then transport the call from its POI into its aggregation service via its NG911 trunk service (see Diagram 2 above). The NG911 aggregation service gateway will receive the call and the NG911 platform, or "core," will perform the necessary core services routing functions to deliver the call to the PSAP in IP format.⁷

⁶ *In the Matters of IP-Enabled Services*, 20 FCC Rcd. 10245, ¶ 14 & n.35. ILECs forward 911 calls from their central office to the PSAP in a "Basic" 911 arrangement, and in an E911 arrangement they perform selective routing and collect extra information from certain databases before they forward 911 calls to the PSAP.

⁷ It is also important to note that the legacy 911/E911 architecture will continue to be used during a transition phase while NG911 providers prepare to provide NG911 Service and OSPs migrate their 911 call-delivery facilities from the selective router to the NG911 gateways. Thus, for example, ILECs will continue to use selective routing to send 911 calls to the NG911 Service Provider, for an interim period, until the providers' gateways are operational.

B. The CalOES RFP Process to Select the Exclusive NG911 Service Providers in California

The Legislature placed CalOES in charge of the migration to NG911. Specifically, Gov. Code § 53121 directed CalOES to "develop a plan and timeline of target dates for the testing, implementation, and operation of a Next Generation 911 emergency communication system, including text to NG911 Service, throughout California." Gov. Code § 53121(a).

CalOES decided to implement this provision by using competitive bidding to select a small number of carriers as the exclusive NG911 Service Providers for the entire state. CalOES will then act as the sole purchaser of NG911 Service from those providers on behalf of all PSAPs. CalOES accordingly issued a Request for Proposals ("RFP") to be chosen as an NG911 provider on April 1, 2019. Ex. 1 (RFP 6026-2018).

The RFP stated that NG911 Service in California will be provided by up to five companies: one acting as the "Prime" NG911 Service Provider, and up to four others operating as "Regional" NG911 Service Providers. Ex. 1, RFP 6026-2018, §§ 1.1 and 1.4.2. The RFP also included a diagram of how NG911 Service will be provided under CalOES's statewide system,⁸ which is included as Diagram 2 above (with the addition of the brackets and green text below it).

In August of 2019, CalOES selected Atos Public Safety as the "Prime" NG911 Service Provider, and NGA 911, Synergem Technologies, and CenturyLink as the Regional NG911 Service Providers. Consistent with CalOES's plan and Diagram 2 above, the Regional NG911 Service Providers have already filed tariffs for the NG911 "Aggregation" (including aggregation of 911 calls from AT&T), "NG911 Trunk Services," and NG911 "Core Services" they will use to

⁸ Ex. 1, RFP 6026-2018, Figure 1.

provide NG911 Service and deliver the OSPs' 911 calls from the POI to the PSAP.⁹ As the tariffs state, the Regional NG911 Service Providers will be responsible for all 911 calls in their region "from ingress to egress" (that is, from the POI to the PSAP).¹⁰

CalOES did not choose AT&T California or AT&T Corp. to be NG911 Service Providers.¹¹ Accordingly, they will operate only as OSPs under the CalOES NG911 regime. As OSPs, they will be responsible only for getting their end-users' 911 calls to the POI of the Regional NG911 Service Provider's network. After that, the Regional and Prime NG911 Service Providers will be "responsible for the aggregation, routing and delivery of 9-1-1 calls for the awarded region" to get all 911 calls to the correct PSAP in IP format. Ex. 1, RFP 6026-2018, § 1.4.2 and Figure 1; *see also id.*, § 1.4.2 and Ex. 23, Requirement 23.1.5 (each Regional NG911 Service Provider is specifically required to "aggregate all AT&T... OSP [911] traffic within [the Regional Service Provider's] awarded region" and then "process and route all ... AT&T ... OSP [911] traffic in the Region" to deliver the 911 calls to the appropriate PSAP).

The demarcation between OSPs like AT&T California and AT&T Corp. and the Regional

⁹ *E.g.*, NGA 911, LLC Schedule Cal. P.U.C. 1-T, Sheets 57 and 63 ("NG9-1-1 Region Aggregation Services"), Sheet 64 ("Prime NG9-1-1 Trunk Services"), Sheet 61 ("Next Generation Core Services"), and Sheet 77 ("The Company provides OSP traffic aggregation service for ... AT&T wireline ... in the Company awarded Region in the State of California"); CenturyLink Communications, LLC Cal. P.U.C. Schedule No. 11-T, §§ 5.4 and 6.4 ("Aggregation Services"), §§ 5.5 and 6.5 ("Trunk Services") ("CenturyLink will utilize NG9-1-1 Trunk service to connect to all California PSAPs, Prime NG Core Service Provider, aggregation, and all other interfaces"), §§ 5.3 and 6.3 ("Core Services"), and § 6.4.B ("CenturyLink will provide an OSP traffic aggregation service for ... AT&T wireline ... in the Region awarded in the State of California"). AT&T requests official notice of all tariffs cited in this Response, pursuant to Commission Rule of Practice and Procedure 13.9.

¹⁰ *E.g.*, NGA 911, LLC Schedule Cal. P.U.C. 1-T, Sheets 60 and 74 ("The Company provides 911 traffic flow architecture from ingress to egress"), Sheet 73 ("The Company does not charge OSPs ... from ingress to egress of the 9-1-1 traffic, as these services are paid for in their entirety by the State of California"); CenturyLink Communications, LLC Cal. P.U.C. Schedule No. 11-T, § 6.2.1.M ("CenturyLink will provide 9-1-1 traffic flow architecture from ingress to egress.").

¹¹ AT&T Corp. submitted a bid under the RFP. AT&T California did not because it has no NG911 Service to offer.

NG911 Service Providers is illustrated in CalOES's diagram (*see* Diagram 2 above). The red arrows in Diagram 2 show what an OSP must provide (namely, it must get its end-users' 911 calls to the POI), while the blue arrows show that the Regional and Prime NG911 network service providers are responsible for getting all 911 calls from the POI to the PSAP. Ex. 1, RFP 6026-2018, § 1.4.2 and Figure 1. The number "5" in the diagram likewise designates the "Demarc" [demarcation] point between AT&T and the Regional NG911 Service Providers as being where AT&T, as an OSP, hands off its end-users' 911 traffic to the Regional Provider's POI.

Consistent with CalOES's framework, AT&T California and AT&T Corp. will make arrangements with CalOES's chosen NG911 providers so that, wherever one of those chosen providers eventually provides NG911 Service to the PSAP for an area served by AT&T California or AT&T Corp., AT&T's end-users' 911 calls will be handed off to that NG911 Service Provider, thereby giving AT&T's end-users full access to NG911 capabilities.¹² This appears to be what Frontier and Consolidated Communications plan to do as well. *See infra*, pp. 22-24.

C. AT&T California's and AT&T Corp.'s Services

AT&T California and AT&T Corp. both hold certificates of public convenience and necessity ("CPCNs") to provide local exchange telephone service. AT&T California also is a carrier of last resort ("COLR") under D.12-12-038, Appendix C.¹³ As a COLR, AT&T California is required to offer "basic" telephone service, which means residential wireline voice service. D.12-12-038, Appendix A at 1-2 and Appendix C. AT&T Corp. offers basic service as well. Basic service is required to be tariffed, and both AT&T California and AT&T Corp. have tariffs on file

¹² AT&T California is currently in discussions with on Regional NG911 Service Provider for an agreement to send AT&T California's end-users' 911 calls to NGA 911. The other carriers designated as Regional NG911 network service providers have not reached out to AT&T California to discuss such arrangements, but AT&T California is ready to talk at any time.

¹³ *Decision Adopting Basic Telephone Service Revisions*, Decision (D.) 12-12-038 (CPUC, Dec. 24, 2012).

for their basic service.¹⁴ As part of basic service, a carrier must provide its basic service end-user customers with "access to 911/E911 emergency services" —that is, the carrier must ensure that its end-users' 911 calls can be completed. D.12-12-038, Appendix A at 2. Both AT&T California and AT&T Corp. provide their basic service end-users with access to 911/E911. AT&T California currently does this by using its selective router and sending 911 calls to PSAPs over its own facilities, while AT&T Corp. sends its end-users' 911 calls to other carriers for completion to the PSAP.¹⁵

D. Staff's Letters and AT&T's Responses

AT&T California does not offer or plan to offer NG911 Service. Nevertheless, several months ago the Staff of the Communications Division began asserting that AT&T California must create, tariff, and offer NG911 Service. The OSC arises from and relies on Staff's claims in letters to AT&T California regarding NG911 Service and tariffing. OSC at 3-6. It therefore helps to review that history in detail.

Sometime in the first quarter of 2018, Staff posted a document on the Commission website titled "Guidance for Communications Service Providers who are now providing or plan to offer Next Generation 9-1-1 Services in California." Among other things, the document stated that *if* a carrier provided NG911 Service, it would need to tariff the service. CalOES informed AT&T of this document, and AT&T responded by writing a letter to CalOES stating its disagreement that NG911 Service would have to be tarified, and attaching a legal analysis. Ex. 2.¹⁶

¹⁴ AT&T California SCHEDULE CAL. P.U.C. NO. A5, § 5.2.2; AT&T Corp. SCHEDULE CAL. P.U.C. NO. F-T, § 5.

¹⁵ As a separate matter, apart from the duties of a basic service provider to its end-users, AT&T California voluntarily provides 911 and E911 service to PSAPs today. It has a tariff on file for those services. AT&T California SCHEDULE CAL. P.U.C. NO. A9, §§ 9.2.1 and 9.2.3.

¹⁶ March 15, 2018 letter from Brad L. Walter, Assistant Vice President and Senior Legal Counsel, AT&T Services, Inc., to Alex Pal, Acting Chief Counsel, Legal Affairs, CalOES.

When the issue arose again a few months later, AT&T wrote a letter to the Commission's General Counsel on August 21, 2018, again stating its disagreement that NG911 Service would have to be tariffed, and again attaching a legal analysis. Ex. 3.¹⁷ After receiving an email response on August 22, AT&T replied on August 24, 2018, again laying out its position, but also stating that it "would be happy to arrange a more detailed technical discussion" and that "[a] meeting could be arranged over the telephone or perhaps even in person with one of our experts and your staff next week." Ex. 4.¹⁸ Staff declined that offer. Instead, it simply repeated that it disagreed with AT&T on the law. Ex. 4.

On April 15, 2019 (and as updated on April 26, 2019), Staff sent a letter to AT&T California stating that CalOES "is updating the 9-1-1 service infrastructure in California with Next Generation 9-1-1 technology. This will require updating your existing 9-1-1 tariff." Staff based this demand exclusively on AT&T California's status as a COLR. Ex. 5.¹⁹ AT&T California discussed this letter with a Staff representative by telephone on June 12, 2019, informing Staff that AT&T California did not intend to file the tariff (for reasons previously detailed to Staff) and that — importantly — AT&T California did not provide any NG911 Service and therefore had nothing to tariff. Ex. 6.²⁰

On June 17, 2019, Staff sent another letter to AT&T California stating that "AT&T California must update its existing 9-1-1 tariff to comply with the use of Next Generation 911

¹⁷ August 21, 2018 letter from Isabelle Salgado, Vice President and Associate General Counsel, A&T Services, Inc., to Arocles Aguilar, General Counsel, CPUC.

¹⁸ Email exchange covering August 22, 2018 to August 29, 2018 between Isabelle Salgado, Vice President and Associate General Counsel, AT&T Services, Inc., to Arocles Aguilar, General Counsel, CPUC.

¹⁹ April 15, 2019 (updated April 26, 2019) letter from Cynthia Walker, Director, Communications Division, CPUC, to Mark Berry, AT&T Regulatory.

²⁰ See June 17, 2019 letter from Cynthia Walker, Director, Communications Division, CPUC, to Peter Hayes, Assistant Vice President, AT&T Regulatory.

technology to provision the services." Ex. 6. Having just restated its position to Staff on the June 12 phone call, AT&T California did not separately respond to this letter.

On September 18, 2019, Staff sent another letter to AT&T California, asserting that AT&T California was providing NG911 Service as part of the Pasadena RING project and that "any connections used to carry 9-1-1 traffic need to be tariffed." The letter then directed AT&T California to file a tariff for "the Next Generation 9-1-1 Emergency Services IP Network (ESINet) solution that is deployed in the Los Angeles area," meaning the Pasadena RING project. Ex. 7.²¹

This request was confusing because AT&T California is not a party to the Pasadena RING contract. Only AT&T Corp. is.²² Nevertheless, although it did not concede a tariff was required, AT&T Corp. created a new tariff for Customer Specific Contracts for the Pasadena RING contract, including all the rates, terms, and conditions under that contract, which it timely filed on October 4, 2019.²³

Staff rejected this tariff on October 23, 2019. Ex. 15. It asserted that the tariff did not apply to AT&T California's service areas, but overlooked that AT&T California is not involved in the Pasadena RING contract.²⁴ Staff also asserted that the tariff did not include any NG911 Services "to be deployed" by AT&T California, but overlooked that it is a tariff for AT&T Corp., not AT&T California. Staff also failed to note that (i) AT&T California had previously informed

²¹ September 18, 2019 letter from Cynthia Walker, Director, Communications Division, CPUC, to Mark Berry, AT&T Regulatory.

²² The Pasadena RING contract is between AT&T Corp. and CalOES and provides a customized, end-to-end integrated service from the call originator to certain PSAPs. It is different from the NG911 Service requested in the RFP.

²³ October 4, 2019 was the date by which Staff requested AT&T to file a tariff. Ex. 8, Oct. 1, 2019 email from Cynthia Walker to Peter Hayes.

²⁴ The assertion that AT&T Corp.'s tariff precludes operation in AT&T California's territory is unsupported and incorrect. *See* AT&T Corp. SCHEDULE CAL. P.U.C. No. F-T, § 1.2.

Staff that it does not offer or plan to offer NG911 Service, and (ii) CalOES had already selected other companies as the exclusive NG911 Service Providers in California.

AT&T responded to the rejection of the tariff on November 5, 2019. That letter explained that AT&T California does not offer or plan to offer any NG911 Service and therefore does not have any service to tariff. Ex. 9.²⁵ Also, as in its letter from more than a year earlier, AT&T requested to meet with Staff to discuss the matter, stating, "[g]iven that there appears to be some misunderstanding on the role of AT&T California and AT&T Corp. in the transition to NG911, we believe a meeting with you, CalOES, and AT&T would be productive." Yet Staff again declined to meet with AT&T. Ex. 10.²⁶

As shown above, AT&T has been responsive and up-front with Staff. It has explained its position from the outset, and asked to talk through the issues in person, only to be rebuffed. Further, as discussed below, it appears that Staff has demanded dramatically less of other COLRs (Frontier and Consolidated) than it now demands of AT&T, yet now seeks to subject AT&T to severe penalties for not doing more than other COLRs.

III. THE ORDER TO SHOW CAUSE

The OSC directs AT&T California and AT&T Corp. to show cause why they should not be held in contempt or subjected to fines and penalties for "failure to file updated 911 tariffs." OSC at 14. The OSC states that the alleged failure to file such "updated" 911 tariffs — by which it means tariffs for NG911 Service, an entirely new service requiring unique architecture, equipment, and programming²⁷ — violates D.19-08-025, General Order ("GO") 96-B, and provisions of the

²⁵ November 5, 2019 letter from Peter Hayes, Assistant Vice President, AT&T Regulatory to Cynthia Walker, Director, Communications Division, CPUC.

²⁶ November 14, 2019 email from Cynthia Walker to Peter Hayes.

²⁷ The OSC (at 14) refers to filing a tariff "covering the use of NG911 technology to provision [911] services."

Public Utilities Code. OSC at 14. The OSC appears to allege both that AT&T Corp. already provides "NG911" service and that AT&T California has a legal duty to create an NG911 Service, then tariff and offer it, despite there being no possible customers for it.

IV. ARGUMENT

A. There Is No Legal Requirement That AT&T California Create and Offer NG911 Service

It is undisputed that AT&T California does not currently provide or plan to provide NG911 Service. Moreover, no legal authority gives the Commission power to force AT&T California to create, tariff, and offer NG911 Service, especially when CalOES has not chosen AT&T California as one of the exclusive providers of such service.²⁸ Describing NG911 Service as a mere "updated" form of 911 Service is incorrect. There are significant differences in technology and architecture between the two, as well as vastly different roles for OSPs (like AT&T California) and NG911 Service Providers under CalOES's regime for NG911.

1. COLRs and Basic Service Providers Are Not Required to Create or Provide Any Kind of 911 Service to PSAPs, Including NG911

Relying on Commission decisions regarding the obligations of COLRs and basic service providers, the OSC asserts that "911 service" is a "component of basic telephone service" and that "[a]s a COLR, AT&T California is required to provide 911 within its service territory." OSC at 9-14. Based on those assertions, the OSC preliminarily concludes that AT&T California must create, tariff, and offer NG911 Service. OSC at 14. The OSC is incorrect. Nothing in the obligations of a COLR or basic service provider requires AT&T California to create or provide any kind of 911 Service, including NG911 Service. Rather, 911 Service is a separate service provided to PSAPs, not to basic service customers.

²⁸ While the arguments in part IV.A focus on AT&T California because the Staff's demand to provide NG911 service was made to AT&T California, the arguments apply equally to AT&T Corp.

A COLR is required to provide basic service to any customer in its service territory who asks. D.12-12-038, Appendix C; D.96-10-066, Appendix B, § 1(F) (definition of COLR).²⁹ One element of basic service is providing end-users with "access to 911/E911" service, *i.e.*, the ability to have their 911 calls completed. *Id.* The OSC, however, mistakenly assumes that basic service providers must provide 911 Service. That is not the law.

As used in the OSC and in the industry, the term "911 Service" refers to the service provided *to PSAPs* to get a 911 call from the OSP to the PSAP.³⁰ The Decisions addressing basic service do *not* require basic service providers to provide 911 Service *to PSAPs*. To the contrary, the basic service obligations relate only to providing basic service *end-users* with "access to 911/E911" Service. Specifically, in D.12-12-038 the Commission found that "free access to 911/E911 emergency services" is a required element of "basic service" (*i.e.*, "Residential Basic Telephone Service").³¹ Likewise, D.96-10-066 defined the elements of "basic service" as including "free and unlimited access to 911/E911."³²

²⁹ *Re Universal Service and Compliance With the Mandates of Assembly Bill 3643*, Decision (D.) 96-10-066 (CPUC, Oct. 25, 1996).

³⁰ See AT&T California SCHEDULE CAL. P.U.C. No. A9, § 9.2.1.A.1 ("9-1-1 emergency service is furnished to political subdivisions and municipal corporations of the State of California. The political subdivision or municipal corporation placing an order for 9-1-1 emergency service is the customer as defined in Schedule Cal. P.U.C. No. A2.1.1, Definitions."); FRONTIER CALIFORNIA INC. SCHEDULE Cal. P.U.C. No. A-5 ("9-1-1 Emergency Telephone Service") at Section I ("This service is applicable to governmental agencies responsible for providing emergency services within the state.") and Section III ("The 9-1-1 Service offering is available to governmental agencies that are responsible for the provision of emergency services within the state."). See also *In the Matters of IP-Enabled Services*, 20 FCC Rcd. 10245, ¶¶ 12-15 and n.35 (describing "Basic 911" and "E911" Services as services to forward 911 calls from a central office or selective router to a PSAP, as being services that are "paid for by PSAPs through tariff," and stating that "the service between the incumbent LEC and PSAP is contractual in nature and paid for by the PSAP typically through a special tariff filed with the state public utility commission."); *In the Matter of Revision of the Commission's Rules to Ensure Compatibility With Enhanced 911 Emergency Calling Systems*, 9 FCC Rcd. 6170, ¶¶ 5-6 (1994) (describing Basic 911 and E911 as services provided to PSAPs).

³¹ D.12-12-038, Appendix A at 1-2 (emphasis added).

³² D.96-10-066, Appendix B, Section 4, item 6 (emphasis added). While the OSC (at 11-12) also refers to the discussion of basic service in *Decision Adopting an Emergency Disaster Relief Program for Communications Service Provider Customers*, Decision (D.) 19-08-025 (CPUC, Aug. 23, 2019), that

As used in the Commission's decisions, "access to 911/E911" refers to the duty to ensure that the provider's basic service *end-users* can make 911 calls and they will be completed. That is because the only customers of basic service are actual end-users, not PSAPs, and therefore it is the end-users, not PSAPs, who are entitled to receive "access to" 911. Thus, the Commission explained in D.12-12-038 (at 22): "The basic service definition currently requires that *customers* be provided free and unlimited *access to* emergency 911/E911 service. *Access to* emergency services is essential for all *consumers*." (Emphasis added). This also is the only logical meaning of the "access to 911/E911" requirement because the vast majority of basic service providers, such as AT&T Corp., do not provide 911 Service to PSAPs. Rather, they send their end-users' 911 traffic to the PSAP through another carrier, yet still meet their basic service obligations because this provides their end-users with "access to" 911 calling.³³

Because the COLR and basic service definitions do not require carriers to provide any kind of "911 Service" to PSAPs, they also do not require carriers to provide NG911 Service to PSAPs. Rather, AT&T California complies with all COLR/basic service duties by providing its end-users with "access to 911/E911" as part of its basic service. Moreover, when CalOES's chosen NG911 Service Providers eventually begin to offer NG911 Service to PSAPs, AT&T California will ensure that its basic service end-user customers' 911 calls are delivered to the NG91 Service Provider's POI, *just like all other OSPs* will do under the NG911 system created by CalOES.³⁴

decision simply referred back to D.12-12-038's definition of "basic service." It did not purport to modify that definition in any way.

³³ Federal law likewise requires OSPs to make 911 calling available to their end-users, but does not require all carriers to provide service to PSAPs. 47 C.F.R. § 64.3001.

³⁴ See Ex. 1, RFP 6026-2018, § 1.4.2 and Figure 1; see also NGA 911 and CenturyLink NG911 tariffs cited *supra* nn.9-10 (stating that, as the Regional NG911 providers, they will aggregate AT&T's 911 calls and then handle them "from ingress [to the NG network at the POI] to egress [at the PSAP]."). Indeed, AT&T California is already in talks with one of CalOES's selected NG911 providers for such arrangements, and

Finally, it is important to clarify a point on which there appears to be some confusion in the OSC. Specifically, the OSC appears to assume that AT&T California must provide 911 Service (*i.e.*, service to PSAPs), and therefore must also tariff that service (and "update" that tariff to offer NG911 Service). As just explained, however, the decisions cited in the OSC do not require AT&T California to offer any form of 911 Service to PSAPs unless it voluntarily chooses to do so, including NG911 Service. Because AT&T California is not required to offer NG911 Service, and does not offer it, AT&T California necessarily also is not required to create a tariff for it.³⁵ Accordingly, there is no lawful basis on which AT&T California could be penalized for electing not to create, tariff, and offer an NG911 Service.

2. No Statute Requires AT&T California to Create and Provide NG911 Service to PSAPs

The OSC cites several statutes as giving the Commission authority over 911 service, namely Pub. Utils. Code §§ 742, 2883, 2889.6, and 2892, as well as the Warren 9-1-1 Emergency Assistance Act, Gov. Code §§ 53100 *et seq.*³⁶ OSC at 9. Those statutes, however, are irrelevant to the issue here, because none of them require AT&T California to create, tariff, and offer NG911 Service for PSAPs. Public Utilities Code § 742 relates only to 911 for public telephones; Pub.

will use such arrangements to ensure that its basic service end-users have access to the NG911 service of CalOES's designated Regional NG911 Service Providers when it becomes available

³⁵ The decisions cited in the OSC use imprecise language that confuses and conflates the obligation to tariff basic service (which is a service to end-users that includes "access to" 911/E911 calling) with an obligation to tariff 911 Service to PSAPs, which is an entirely different service. In particular, D.07-09-018 (*Opinion Consolidating Proceedings, Clarifying Rules for Advice Letters Under the Uniform Regulatory Framework, and Adopting Procedures for Detariffing*, Decision (D.) 07-09-018 (CPUC, Sept. 12, 2007)), in which the Commission said it was declining to detariff 911, was plainly discussing only a carrier's duty to make 911 calling available to basic service end-users, not a duty to tariff and provide 911 Service to PSAPs. D.07-09-018 at 58 (stating that the 911 system must be made "available to all phone customers"). The other decisions cited in the OSC, namely D.96-10-066, D.12-12-028, and D.19-08-025, similarly focused only on giving end-users access to 911 calling. That being said, AT&T California nevertheless offers 911/E911 Services to PSAPs and had an approved tariff on file for those services. AT&T California SCHEDULE CAL. P.U.C. No. A9, §§ 9.2.1 and 9.2.3.

³⁶ OSC at 9-10.

Util. Code § 2883 relates only to 911 service and "warm lines"; Pub. Util. Code § 2889.6 relates only to providing customers with information about 911; and Pub. Util. Code § 2892 relates only to wireless carriers giving their end-users "access to" 911. None of those statutes requires any carrier to create and provide any form of 911 Service (*i.e.*, service to PSAPs) against its will. Furthermore, the OSC does not explain how the Warren Act could apply here. The Warren Act does not even mention the Commission, and therefore does not grant the Commission any power, much less the power to force a carrier to create and offer an entirely new service.

The OSC also cites Pub. Util. Code § 495.7(b), which prevents the CPUC from detariffing basic service. But AT&T California has not detariffed its basic service and, as shown above, the OSC's cited decisions on basic service do not require AT&T California to provide any form of 911 Service to PSAPs. Further, as discussed above (pp. 17-18), AT&T California and Corp. will continue to provide their end-users with access to 911 calling, including NG911 when it becomes available, which is all they are required to do under CalOES's regime.

3. General Order 96-B Does Not Require AT&T California to Create, Tariff and Provide NG911 Service to PSAPs

The OSC also relies on the Commission's General Order 96-B as allegedly requiring AT&T California to create, tariff, and offer NG911 Service to PSAPs. OSC at 14. But GO 96-B merely says that "[t]he 911 system ... must not be detariffed."³⁷ AT&T California has not tried to "detariff" its current 911 Service offerings to PSAPs. To the contrary, AT&T California has a 911/E911 Service tariff on file today.³⁸ AT&T California simply has declined to file a *new* tariff for an entirely new service it does not offer or plan to offer, is not required to offer, has not been authorized by CalOES to offer, and for which there would be no possible customers. Nothing in

³⁷ OSC at 12, quoting GO 96-B at 88, Finding of Fact 34.

³⁸ AT&T California SCHEDULE CAL. P.U.C. No. A9, §§ 9.2.1 and 9.2.3.

GO 96-B requires AT&T California to do any of those things, because nothing in GO 96-B dictates *what* services a carrier must provide or *how* (e.g., over which technology) the carrier is to provide them. To the contrary, GO 96-B's requirements are purely procedural, and its tariffing provisions apply only when a carrier is offering or about to offer a new service or to modify an existing service.³⁹ When there is no existing service and no new service is being offered, the tariffing provisions of GO 96-B do not apply. GO 96-B is therefore irrelevant here.

4. Staff's Letters Are Not Binding and Its NG911 Demands Have No Legal Basis

The OSC (at 3-6) relies heavily on Staff's letters discussed above, which asked AT&T California to create, tariff, and offer an NG911 Service to PSAPs. In fact, the OSC at one point misconstrues the impact of these letters, stating (at 12) that the Respondents have not complied with "the Commission's direction to update their 911 tariffs." That is incorrect, because "[t]he Commission" has not "direct[ed]" AT&T California or AT&T Corp. to create and tariff an NG911 Service. Staff's letters do not establish law or impose binding obligations on carriers, because the Commission acts only through its own decisions or orders.⁴⁰

In addition, Staff's letters appear to⁴¹ ask AT&T California to provide NG911 "trunk" "services" between discrete points in the networks of the NG911 providers selected by CalOES,

³⁹ Telecommunications Industry Rule 8, on which the OSC relies (at 13-14), is titled "*Procedures for Specific Types of Advice Letters, Information-Only Filings, and Formal Proceedings.*" (Emphasis added).

⁴⁰ *Order Modifying Decision 14-01-037*, Decision (D.) 15-05-032, at 22-23 (CPUC, May 15, 2015) ("More importantly, staff advice is not binding on the Commission.... The Commission acts by formal decision or order only.") (citing *Holder v. Key System* (1948) 88 Cal.App.2d 925, 933; D.10-12-016 at pp. 82 and 96-97, as modified by D.11-04-035 at p. 6 n.13 (affirming finding that Commission acts by formal order or decision only); and *Greyhound Lines Inc. v. Public Utilities Com.* (1968) 68 Cal.2d 406, 412).

⁴¹ We say "appear to" because Staff's letters are not clear and refer to tariffing "elements." We also note that the OSC does not define NG911 Service. Thus, we include this section out of an abundance of caution.

asserting that this is part of its COLR obligations.⁴² But these piece-part trunk offerings for segments of the call path of a 911 call would not be provided to end-users. Nor would they be part of any form of 911 Service provided by AT&T California to PSAPs. Rather, the only possible use for such piece-part segments of the network would be to sell them at wholesale to CalOES's selected NG911 providers for use in providing *their* NG911 Service. There is absolutely no legal authority requiring AT&T California to tariff such wholesale, piece-part inputs to other carriers for use in providing their 911 Service.

First, Staff's letters rely exclusively on alleged COLR obligations (see Exs. 5, 6, 7), but COLR obligations only require carriers to provide basic service, which is a service provided to end-user customers (including end-user "access to" 911). *See supra*, pp. 15-18. Neither COLR obligations nor basic service obligations require any carrier to provide any kind of 911 Service to PSAPs or wholesale inputs to other carriers.⁴³

Second, nothing in the statewide NG911 system created by CalOES requires OSPs, like AT&T California, to provide NG911 "trunk" services. Indeed, the segments listed in Staff's April 2019 letter correspond to the blue arrows in CalOES's diagram for NG911 Service (Diagram 2 above), which are to be provided by CalOES's chosen NG911 Service Providers, not OSPs like

⁴² Specifically, Staff asked AT&T California to provide NG911 "trunk" "service" between its central office and the POI to the Regional NG911 network service provider's network, between the POI and the Regional provider's "core" of its network, and from the Regional provider's "core" to the PSAP, as well as "E911 IP trunks" from its selective router to a PSAP or ESInet (that is, the Regional provider) and from the Regional provider's "point of aggregation" to the PSAP or ESInet. Ex. 5.

⁴³ *See* D.12-12-038, Appendix A and Appendix C (basic service provides "the ability to place and receive voice-grade calls over all distances using the public switched telephone network or successor network," and carriers offering basic service "must provide a voice-grade connection from the customer residence to the public switched telephone network or successor network"); D.96-10-066, 68 CPUC2d 524, Appendix B, § 1(F) (1996) (defining a COLR as a carrier that "stands ready to provide *basic service* to any customer") (emphasis added).

AT&T California.⁴⁴ Under the system created by CalOES, the designated Regional NG911 Service Providers are solely responsible for "aggregation, routing and delivery of 9-1-1 calls for the awarded region *and to provide their own NG911 trunk service.*" Ex. 1, RFP 6026-2018, § 1.4.2 (emphasis added); *id.* at Ex. 23, Requirements 23.4.3 and 23.4.5. Consistent with that obligation, the designated Regional NG911 providers have already filed tariffs to provide NG911 "trunk" service at the multiple bandwidth speeds noted in Staff's April 2019 letter. *See* tariffs cited *supra*, nn.9-10.

Third, such piece-part "trunk" services would be akin to unbundled network elements, and the FCC alone has exclusive authority to require ILECs to unbundle their networks for the benefit of other providers.⁴⁵ Any state attempt to require AT&T California to provide such products would therefore be preempted.⁴⁶

5. Other COLRs Have Not Been Required to Create, Tariff, and Provide NG911 Service

While the OSC asserts (at 9-14) that AT&T California must create, tariff, and offer NG911 Service because it is a COLR/basic service provider, it does not appear that any other COLR or basic service provider has been required to do so. For example, Frontier recently filed its Advice Letter 12824 (filed Dec. 11, 2019) (Ex. 11), which says it responds to Staff letters to Frontier dated April 15, 2019 and updated April 26, 2019. Those are the same dates as Staff's letters to AT&T

⁴⁴ The only exception is that Staff's April 2019 letter also would require AT&T California to provide an NG911 trunk "from [its] Central Office to the [POI]" to the Regional NG911 provider. Ex. 5. That would be the red arrow shown in Diagram 2 above. As stated earlier (pp. 17-18), AT&T California will ensure that its basic service end-users' calls reach the POI, and thus have access to NG911 capability when it becomes available, by making arrangements with the Regional NG911 Service Providers. However, AT&T California is allowed to choose for itself what technology it will use to do so. D.12-12-038 at 23 ("We do not dictate the use of any particular technology or network design for the purpose of satisfying the basic service requirement for 911/E911 access")

⁴⁵ *United States Telecom Ass'n v. FCC*, 290 F.3d 415, 422 (D.C. Cir. 2003).

⁴⁶ *See, e.g., Pacific Bell Tel. Co. v. Pub. Utils. Comm'n*, 2005 WL 818375 (N.D. Cal. 2005).

California, and the content and request to tariff and offer NG911 Service presumably was the same. Rather than file a tariff for the NG911 Service that those letters demanded, however, Frontier's new tariff language states only as follows:

Next Generation 9-1-1 (NG9-1-1) TDM Trunk Service

NG9-1-1 Time Division Multiplexing (TDM) Trunk Service will be provided to the Regional Network Provider (RNSP) Contractor based on terms and pricing defined by an Individual Case Basis (ICB) commercial agreement or Interconnection Agreement.

Similarly, in its Advice Letter 2067 on August 20, 2019 (Ex. 12), Consolidated Communications responded to Staff letters dated April 15, 2019 and updated April 26, 2019 (which likewise presumably contained the same request to tariff as Staff's letters to AT&T California on the same date) by adding "Next Generation 9-1-1 (NG9-1-1) TDM Trunk Service" to its tariff, which it defined as:

NG9-1-1 Time Division Multiplexing (TDM) Trunk Service provided to the Regional Network Service Provider (RNSP) Contractor via ICB having terms and pricing defined by a commercial or interconnection agreement.

It is unclear exactly what these tariffs are intended to accomplish. They appear merely to say that Frontier and Consolidated will deliver their customers' 911 calls to the POI of the appropriate Regional NG911 Service Providers, using TDM, under contracts developed on an individual case basis. Given that federal law already requires OSPs to get their end-users' 911 calls to the POI of the Regional NG911 Service Provider,⁴⁷ and because it appears that Frontier and Consolidated would simply be doing what CalOES's RFP contemplated that all OSPs would do, these tariff provisions seem unnecessary.⁴⁸ Moreover, no harm has occurred by any delay in

⁴⁷ 47 C.F.R. § 64.3001.

⁴⁸ The Consolidated tariff has been allowed to take effect. Review of the Frontier tariff is pending.

AT&T California tariffing such an obligation because the NG911 service providers chosen by CalOES are not yet operational, and has already committed that, when they are operational, it will make sure its end-users' 911 calls are delivered to their POIs.

That being said, however, AT&T California and AT&T Corp. would not object to filing a tariff to document their obligation to get their end-users' 911 calls to the Regional NG911 Service Provider's POI when those providers become operational, if that is what the Commission wants. Indeed, this is an issue that easily could have been ironed out with Staff in a meeting, as AT&T California requested as long ago as August 2018 and as recently as November 2019. Exs. 3, 9.

B. The OSC Overlooks CalOES' Statewide NG911 Regime and That CalOES Did Not Select AT&T California or AT&T Corp. as an Authorized NG911 Provider

Staff's proposal to force AT&T California to create, tariff, and offer NG911 Service makes no sense as a practical matter because it overlooks the radical changes to how 911 Service will be provided as a result of CalOES's method of implementing NG911 Service on a statewide basis.

As explained above (pp. 3-5, 8-10), the statewide move to NG911, pursuant to Gov. Code § 53121(a), is being overseen by CalOES. In fulfilling that role, CalOES will be the sole and exclusive purchaser of NG911 Service on behalf of PSAPs in California. CalOES therefore issued its RFP and selected the only four providers from which it will buy NG911 Service on behalf of PSAPs for up to ten years under binding contracts⁴⁹ — a list that does not include AT&T California or AT&T Corp.

Given these facts, requiring AT&T California or AT&T Corp. to create, tariff, and offer NG911 Service would be completely pointless because, under the CalOES regime, they are not even *eligible* to provide such service. Nor would there be any purchasers for such service even if

⁴⁹ Ex. 1, RFP 6026-2018, § 1.3.

AT&T California or AT&T Corp. could offer it, because CalOES will buy NG911 Service only from its chosen Prime and Regional Service Providers. Requiring AT&T California or AT&T Corp. to create and offer a NG911 Service that they are not eligible to provide, and for which they would have no customers, would therefore be arbitrary and capricious.

C. The OSC Is An Improper Procedural Vehicle to Establish New Law Regarding COLRs, Basic Service, or 911 Service

As demonstrated above, the OSC and Staff's letters seek to impose new obligations on AT&T California based on a misinterpretation of COLR and basic service obligations and a failure to account for the fundamental changes wrought by CalOES's regime for NG911 Service. As a result, the OSC threatens to penalize AT&T California for "violating" obligations that have never existed before and that make no sense under the system CalOES has created. It would violate due process, and be arbitrary and capricious, to use the OSC to simultaneously declare new obligations and penalize a carrier for not having met those new obligations.

Furthermore, if the Commission actually wanted to and had authority to address the role of basic service providers and COLRs under CalOES's system for NG911, the only proper procedural vehicle would be an industry-wide proceeding, not an OSC. After all, if the legal theories stated in the OSC were correct (though they are not), they would apply to all COLRs and basic service providers, not just AT&T. Thus, if the Commission were going to consider a new, completely unprecedented requirement that COLRs and basic service providers must create and offer NG911 Service to PSAPs, there are many carriers other than AT&T California that should have the right to weigh in and be heard. As the Commission explained in D.07-09-018 (at 58): "Any modifications to the 9-1-1 system should be adopted only as the result of a rulemaking that applies to all carriers and is incorporated in a subsequent Commission decision." OSCs are meant to address alleged violations of existing law, not to create entirely new law.

D. AT&T Corp. Has Not Violated Any Legal Requirements Regarding 911

1. AT&T Corp. is a CLEC and Provides Its End-Users With Access to 911

None of the letters from Staff regarding NG911 Service were directed to AT&T Corp. In addition, AT&T Corp. is not a COLR. AT&T Corp. is, instead, certificated as a CLEC,⁵⁰ though it does provide basic service. AT&T Corp. fully meets all obligations of a basic service provider, including providing its end-users with access to 911/E911. *See supra*, pp. 10-11 and n.14. There is no requirement to do more, as no statute, decision, order, or rule requires CLECs to provide 911 Service (of any kind) to PSAPs. *See supra*, pp. 15-18. Furthermore, like AT&T California, when NG911 does become available (that is, when the NG911 providers selected by CalOES eventually begin offering NG911 Service), AT&T Corp. will ensure that its local exchange end-users have access to NG911 by getting their 911 calls to the POI of the Regional NG911 Service Provider.

2. As Requested By Staff, AT&T Corp. Filed a Tariff For Its Pasadena RING Solution

AT&T Corp. does not offer NG911 Service on a generic basis in California. It does, however, have a single contract with CalOES for a customized, customer-specific offering called the "Pasadena RING solution," under which it provides an NG911 Emergency Services IP network service to CalOES to serve a small number of PSAPs. Significantly, CalOES has already told AT&T Corp. that it will not renew that contract, which therefore will expire on January 20, 2020.

⁵⁰ AT&T Corp. is authorized to operate in AT&T California's territory. *See In the Matter of Alternative Regulatory Frameworks for Local Exchange Carriers*, Decision (D.) 94-09-065, Appendix F (1994)

Ex. 13.⁵¹ Instead, CalOES will obtain any NG911 Service from its chosen Prime and Regional NG911 providers once they are operational.

In response to the September 18, 2019 letter from Staff (Ex. 7), AT&T Corp. filed Advice Letter 4336 to tariff the Pasadena RING solution on October 4, 2019. Because the Pasadena RING solution is provided under a privately negotiated, customized, time-limited contract, AT&T Corp. filed that tariff as a contract (Ex. 14), as the Commission's rules allow. GO 96-B, General Rule 9.5.6.

Staff rejected that Advice Letter by email. Ex. 15.⁵² Most of the rejection notice addressed AT&T California, which is not party to the Pasadena RING contract and provides no service under that contract. Staff's statements regarding AT&T California are therefore irrelevant and provide no basis for rejecting the tariff, because they have nothing to do with the AT&T Corp. service the tariff covered. To the extent it addressed AT&T Corp., the notice asserted that filing the contract tariff did not comply with General Order 96-B and that the tariff did not include a list of prices and services. Those assertions are incorrect.

First, while the OSC (at 5) states that Advice Letter 4336 was deficient because the transmittal letter, in the heading, used U 1001 C (AT&T California's number) rather than U-5002-C (AT&T Corp.'s number), that was not among the alleged deficiencies Staff noted when rejecting the Advice Letter. That is presumably because it was clear to Staff that AT&T Corp. was the filing party. Both the Advice Letter and the accompanying tariff identified AT&T Corp. U-5002-C as the filing entity, the address was for AT&T Corp., and the signature on the second

⁵¹ December 5, 2019 letter from Budge Currier, Public Safety Communications, 9-1-1 Branch Manager, CalOES to Jonathan Holland, Regional Sales Director, AT&T Public Safety Solutions.

⁵² October 24, 2019 email from Louise Fischer, Senior Telecommunications Engineer, CPUC to Mark Berry, AT&T Regulatory.

page of the transmittal letter shows it was from AT&T Corp. Ex. 14. Not only is the inadvertent listing of U 1001 C in the heading of the transmittal letter a minor clerical error, this error does not violate any Commission rule, law, or decision that would justify rejecting Advice Letter 4336.

Second, the OSC (at 5) asserts the Advice Letter does not comply with the previous letters from Director Walker because it does not update AT&T California's COLR tariffs. But that is because AT&T California is not a party to the Pasadena RING contract and does not provide any service under that contract. Thus, although Director Walker's letter directed "AT&T California" to tariff the Pasadena RING service, AT&T Corp. was the only entity that could file the Advice Letter and tariff. Blaming AT&T California for not tariffing an AT&T Corp. contract makes no sense and is not a legitimate basis for rejecting the Advice Letter.

Third, the OSC asserts (at 5) that AT&T Corp's "advice letter did not comply with GO 96-B." Specifically, it states that the tariff (i) "did not provide an actual tariff per GO 96-B § 9," and (ii) there "is no pricing or listing of services as requested in multiple letters sent to AT&T."

Those statements are inaccurate. AT&T Corp. modeled the new tariff submitted with Advice Letter 4336 on Pacific Bell's similar tariff schedule Cal. P.U.C. No. K1, K2, and K3 (*see* Ex. 16). While those tariffs are no longer in effect, they were used for services that were not tariffed or that deviated from tariffs. GO 96-B General Rule 9.5.6 expressly authorizes such tariffs: "Except and to the extent excused by statute or Industry Rule or Commission Order, each utility shall compile and publish in its tariffs a list of all contracts and other deviations under which the utility provides service at rates or under conditions other than those contained in its tariffs then effect." Given that the Pasadena RING contract fully defines the rates, terms, and conditions for the Pasadena RING solution, which is not (and is not required to be) a generic offering, it would not have made sense to file anything other than the contract as the tariff.

As for the alleged deficiency of "no pricing or listing of services," GO 96-B General Rule 9.5.6 refers to a "list of all contracts"; it does not require a listing in the tariff of the prices in the contract. Moreover, AT&T Corp. did, in fact, include all the applicable prices for the Pasadena RING solution, which are set forth in Exhibit 16 to the contract tariff filed with Advice Letter 4336.⁵³ Similarly, the tariff did in fact "list the services": "Pasadena RING (Regional Integrated Next Generation) Project." Ex. 14, Tariff at § 2.1.⁵⁴ Consequently, Advice Letter 4336 complies with GO 96-B General Rule 9 and should have been accepted.

3. AT&T Corp. Was Not Obligated to File a Tariff For Its Pasadena RING Solution

It is important to note that, although AT&T Corp. filed Advice Letter 4336 in October 2019 to address Staff's request (and the Advice Letter should have been accepted for the reasons stated above), AT&T Corp. was not required to do so. To the extent the Pasadena RING solution is deemed to be an NG911 Service, it is an internet protocol-based ("IP-based") service.⁵⁵ NG911 Service therefore is an "IP-enabled" service under Public Utilities Code § 239(2)(b).⁵⁶ Under Section 710(a) of the Public Utilities Code, the Commission was not permitted to exercise

⁵³ The contract was submitted on a confidential basis with the Advice Letter, but is available to the Commission.

⁵⁴ Staff's rejection of the Advice Letter appears to be more concerned with AT&T California not listing the NG911 "service" Staff's April 2019 letter described—which is quite different from the Pasadena RING solution.

⁵⁵ 47 U.S.C. § 942(e)(5) ("The term "Next Generation 9-1-1 services" means an IP-based system"); Historical notes to Cal. Civ. Code § 1714.5 ("Next Generation 9-1-1 (NG 9-1-1) ... utilizes Internet Protocol-based communication technology"); Cal. Office of Sen. Floor Analyses, Bill Analysis of Sen. Bill 1211, 2013-2014 Regular Session, 8/22/2014, at 2 ("Next Gen 911 refers to an Internet Protocol (IP)-based, two-way communications system that will enable real-transmission emergency-related voice, text, data, photos, and video between the public and public safety agencies.").

⁵⁶ Pub. Utils. Code § 239 ("'Internet Protocol enabled service' or 'IP enabled service' means any service, capability, functionality, or application using existing Internet Protocol, or any successor Internet Protocol, that enables an end user to send or receive a communication in existing Internet Protocol format, or any successor Internet Protocol format through a broadband connection, regardless of whether the communication is voice, data, or video.").

regulatory jurisdiction or control over an "IP-enabled" service except where such regulation is (i) "required or expressly delegated by federal law," (ii) "expressly authorized by statute," or (iii) imposed "pursuant to subdivision (c)" of Section 710. Pub. Util. Code § 710(a)-(b).⁵⁷ None of those exceptions apply to NG911 Service.

First, the OSC does not identify any federal statute or FCC order that requires or expressly delegates authority to the Commission to regulate IP-enabled services, including NG911.

Second, no state statute expressly authorizes the Commission to regulate IP-enabled services, including NG911. None of the statutes cited in the OSC "expressly authorizes" the Commission to regulate IP-enabled services.⁵⁸ *See supra*, pp. 18-19. Indeed, all of the statutes cited in the OSC deal with traditional 911 service over TDM networks, not NG911. Section 710(a)'s requirement that there be a "statute" that "expressly authorizes" Commission regulation of the service in question must be strictly enforced, both because it is unambiguous and because it appears in an exception to Section 710(a), and exceptions to statutes are to be construed narrowly.⁵⁹

While there are statutes referring to "911" service, they do not "expressly" give the Commission authority to regulate NG911 Service. As to the issue presented here, 911 Service and NG911 Service are legally distinct from one another because NG911 is an IP-enabled service, which Section 710(a) requires be treated differently than other services. A statute that does not mention IP-enabled service or NG911 cannot be said to "expressly authorize" the Commission to

⁵⁷ Section 710 expired as of January 1, 2020, but was the governing law through December 31, 2019.

⁵⁸ The fact that in 2007 the Commission issued an order that required older versions of 911 Service to remain tariffed (D. 07-09-018) does not override the prohibitions on the Commission's jurisdiction in Section 710, which was enacted five years later, in 2012.

⁵⁹ *Dept. of Alcoholic Beverage Control v. Alcoholic Beverage Control Appeals Bd.*, 7 Cal. App. 5th 628, 641 (2017) (an exception to a statute is to be narrowly construed).

regulate NG911 Service, because the term "expressly" requires clear and direct language.⁶⁰ The Commission cannot carve its own exceptions to Section 710(a).⁶¹

Moreover, the Legislature was well aware of how to preserve pre-existing Commission authority over aspects of 911 service when such authority otherwise would be preempted by Section 710(a). That is why the Legislature created the specific exceptions in Section 710(c)(1) and (8) for continued application of two specified statutes, as discussed below. The fact that the Legislature did not craft similar exceptions for any other pre-existing statutes regarding 911 Service indicates that it did not intend there to be other exceptions. Indeed, if the Commission could create exceptions to Section 710(a) based on non-express language in pre-existing statutes, it would render Section 710(a) meaningless by opening the door to imposing the full panoply of common-carrier regulation of telecommunications service on IP-enabled services. Exceptions should not be read to nullify the main purpose of a statute, because a law should not be interpreted to destroy itself.⁶²

Third, none of the exceptions in Section 710(c) apply here. Subsection (c) lists eight narrow exceptions to the prohibition against regulating IP-enabled service. Subsections (c)(1) and (c)(8) contain an exemption from the prohibition on regulating IP-enabled service for two 911-related laws: the Emergency Telephone Users Surcharge Law and the Warren-911 Emergency

⁶⁰ The term "expressly" requires a clear and unmistakable statement granting the Commission regulatory authority over IP-enabled services. *See, e.g., In re Benson*, 36 Cal. 4th 1096, 1106 (2005) (law requiring "express" declaration and written statement to change the character of community property requires "express written language" and "clear understanding" of intention to effect a change in the character of the property); *RJ Cardinal v. Ritchie*, 218 Cal. App. 2d 124, 135 (1963) ("It has been held that 'expressly' means 'in an express manner; in direct or unmistakable terms; explicitly; definitely; directly.'").

⁶¹ *Dept. of Alcoholic Beverage Control*, 7 Cal. App. 5th at 140-41 ("When a statute specifies an exception, no others maybe added under the guise of judicial construction."); *Pacific Tel. & Tel v. Pub. Utils. Comm'n.*, 62 Cal.2d 634, 653 (1965) (Commission cannot "disregard ...express legislative directions to it, or restrictions upon its power.").

⁶² *See Central Office Tel. Inc. v. AT&T Corp.*, 524 U.S. 214, 227 (1998).

Assistance Act. Those laws, however, concern the collection of 911 surcharges and the establishment of 911 as the abbreviated dialing code for emergency calls, not NG 911 Service or 911 Service in general. In fact, the Warren Act does not even mention the Commission, even though it does mention other state agencies that are to be involved with the state's 911 system. Further, Section 53121 of the Warren-911-Emergency Assistance Act specifically mentions "Next Generation 911" in delegating authority to the California Office of Emergency Services to develop a plan and timetable for implementing an NG911 system. The Legislature therefore knew how to distinguish between "911" and NG911, yet nothing in the statutes cited in Section 710(c)(1) or (c)(8) gives the Commission authority to regulate NG911.⁶³

4. Commercial-Grade AVPN Transport is Not a 911 Service

The OSC asserts in a footnote that AT&T Corp. provides AT&T Virtual Private Network ("AVPN") transport that delivers 911 calls to PSAPs in certain counties, and that AT&T Corp. should have tariffed these "network elements" as NG911 Services. OSC at 6 n.15. Staff's letters did not previously mention those arrangements, so the allegation is a new one that AT&T has not previously had an opportunity to address.

The AVPN transport referred to in footnote 15 of the OSC is not a 911 Service. Rather, it is a standard, commercial-grade special access service that AT&T Corp. sells to traditional business customers, such as large banks, as an *interstate* service to carry all types of traffic. It is not specially designed to carry 911 traffic (which would require significant extra work and costs). In fact, it is the customer alone, *not* AT&T Corp., that chooses what kind of traffic to send over

⁶³ Subsections (c)(2) and (3) of Section 710 each addressed specific authority provided to the Commission under other California and federal statutes that do not relate in any way to emergency service or 911 calls. Subsection (c)(4) governed the Commission's authority to "require data and other information" in the context of responding to an ILEC forbearance petition at the FCC, which is irrelevant here. And subsections (c)(5), (6), and (7) each related to specific actions taken by the Commission concerning specific issues, which again are not related in any way to emergency situations or 911 calls.

such commercial-grade AVPN transport. The mere fact that a customer may choose to send 911 traffic over a particular mode of transport does not convert that entire mode of transport to a "911 Service." Moreover, this is an interstate service, and therefore beyond the Commission's jurisdiction, and while footnote 15 of the OSC also focuses on the customer premises equipment ("CPE") in the AVPN arrangement, CPE too is outside the Commission's jurisdiction.⁶⁴

V. AT&T CALIFORNIA'S AND AT&T CORP.'S CONDUCT DOES NOT WARRANT A FINDING OF CONTEMPT OR THE IMPOSITION OF FINES OR PENALTIES

As demonstrated above, AT&T California and AT&T Corp. have not violated any statute or Commission rule or order. They therefore should not be subject to any finding of contempt or imposition of fines or penalties. But even if the Commission believed there had been some kind of violation (which there has not been), AT&T California's and AT&T Corp.'s conduct does not rise to a level that would justify any form of sanctions. They have been up-front since the beginning with Staff about their legal positions, which have a sound basis in existing law, and AT&T Corp. filed a tariff when requested to do so. AT&T California sought to engage in a productive and substantive dialogue with Staff in order to clarify Staff's false assumptions and discuss the law as applied to NG911 Service and the new CalOES regime, but Staff declined. Moreover, neither AT&T California nor AT&T Corp. was selected by CalOES to provide NG911 Service as part of the state's transition to NG911. Sanctioning them for not tariffing a service they were not chosen to provide, and that will be provided exclusively by others selected by CalOES, would be unwarranted, unjust, and arbitrary.

⁶⁴ *NARUC v. FCC*, 880 F.2d 422, 431 (D.C. Cir. 1989) (courts have "upheld the FCC's authority to detariff and unbundle CPE from basic telephone services and to preempt state regulation of CPE").

A. Even if AT&T California or AT&T Corp. Had Committed a Violation (Which They Have Not), the Facts and Law Do Not Support a Finding of Contempt

A contempt proceeding "is quasi-criminal in nature, and therefore the procedural and evidentiary requirements are the most rigorous and exacting of all matters handled by the Commission."⁶⁵ In order to find a public utility in contempt under Pub. Util. Code § 2113, the public utility must have "fail[ed] to comply with any part of any order, decision, rule, regulation, direction, or requirement of the commission or any commissioner." As demonstrated above, that is not the case here. Further, if there had been a violation, a contempt finding requires that the respondent's conduct must have been willful in the sense that the conduct was inexcusable, or the respondent must be proven to have had an indifferent disregard of the duty to comply. And this proof must be established beyond a reasonable doubt.⁶⁶ The Commission has said that contempt is "an ultimate exercise of authority" and therefore is "warranted only in the face of the most glaring provocation."⁶⁷ The facts here do not warrant any finding of contempt.

1. AT&T California

AT&T California provides its basic service customers with access to 911/E911 calling and has a tariff on file for the 911/E911 service it provides to PSAPs. *See supra* nn.14 and 35. The only thing it has not done is file a tariff for NG911 Service. That is because AT&T California does not provide any NG911 Service, and there is no statute, decision, order, or rule that requires it to provide NG911 Service. To the contrary, under the one statute that addresses NG911, Gov.

⁶⁵ *Modified Presiding Officer's Decision*, Decision (D.) 16-01-014, at 32 (CPUC Jan. 15, 2016), citing *Re Facilities-based Cellular Carriers and Their Practices, Operations and Conduct in Connection with Their Siting of Towers*, D.94-11-018, 57 CPUC2d 176, 190.

⁶⁶ *Id.* at 32-33.

⁶⁷ *Toward Utility Rate Normalization (TURN) v. Pacific Bell Tel. Co.*, D.93-05-062, § V.C.1, 49 CPUC 2d 299 (1993) (declining to hold Pacific Bell in contempt).

Code § 53121, CalOES has selected carriers other than AT&T California to be the NG911 providers in the state.

To the extent Staff asserted that COLR obligations required AT&T California to create and provide NG911 Services, AT&T California has a well-founded legal disagreement with Staff. *See supra*, pp. 15-22. In addition, AT&T California requested at least twice to meet with Staff to discuss the issue and resolve any misunderstandings, but Staff declined. Exs. 4, 9, 10.

Given these facts, there is no basis for finding that AT&T California's conduct has been willfully "inexcusable" or showed an "indifferent disregard of the duty to comply." Indeed, even now AT&T California continues to seek to understand what exactly Staff wants. Specifically, as discussed above (p. 24), if a tariff like those filed by Frontier and Consolidated is all that the Staff desires, AT&T California will file such a tariff. At this time, however, Staff has not stated to AT&T California that such a tariff would be sufficient. And if such tariffs are indeed sufficient, no harm has occurred by AT&T California's failure to file such a tariff, because no NG911 Service Providers are even operational yet, and therefore could not have used the service offered under such tariffs.

2. AT&T Corp.

AT&T Corp. similarly provides its local exchange service end-user customers with access to 911/E911 calling. It is not required to provide NG911 Service to PSAPs or CalOES. Nevertheless, when Staff asserted in its September 18, 2019 letter that AT&T Corp. was doing so, AT&T Corp. promptly filed a tariff for the Pasadena RING solution. Although Staff rejected that tariff filing, the facts are that (i) AT&T Corp. did file a tariff for the exact service it offered and that Staff's letter had referred to (Ex. 14), (ii) AT&T responded to Staff's rejection with a letter noting that the rejection was not consistent with General Rule 7.6.1 of GO 96-B and specifically

requesting a meeting with Staff to discuss any misunderstandings (Ex. 9), which Staff declined (Ex. 10), and (iii) as discussed above, the tariff filing was in fact consistent with GO 96-B.

To the extent there is any claim that AT&T Corp. should have filed a tariff prior to Staff's letter, AT&T Corp. reasonably relied on the protections of Section 710 against such regulation of an IP-based service, consistent with the arguments AT&T California had outlined in its letters to Staff (Exs. 3, 4). Regardless of whether one ultimately agrees with that position (which AT&T Corp. continues to believe is correct), AT&T Corp. should be able to rely on its reading of that statute without fear of sanctions.

Given these facts, there is no basis for finding that AT&T Corp.'s conduct has been willfully "inexcusable" or showed an "indifferent disregard of the duty to comply."

B. Even if AT&T California or AT&T Corp. Had Committed a Violation (Which They Have Not), the Facts and Law Do Not Support Fines or Penalties

Under Pub. Utils. Code § 2107, the Commission can impose fines or penalties when a public utility fails to comply with any order, decision, rule, demand, or requirement of the Commission. There has been no such violation. Even if there had been, however, in deciding whether to impose a fine or penalty, the Commission normally considers five factors: the severity of the offense; the carrier's conduct; the financial resources of the carrier; the role of precedent; and the totality of circumstances.⁶⁸ Those factors would not justify any penalties here.

1. AT&T California

No one has been harmed by AT&T California's conduct. The only violation AT&T California stands accused of is not filing a tariff for a service it does not provide and that no statute, decision, order, or rule requires it to provide. No end-user has been denied access to NG911 by

⁶⁸ D.16-01-014 at 63-67, 79.

AT&T California not tariffing a service it does not provide. Indeed, CalOES, the entity in charge of implementing NG911 statewide, chose not to designate AT&T California as an NG911 provider, and, because CalOES will be the sole purchaser of NG911 Service when its chosen providers begin to offer it, AT&T California would have no customers for NG911 Service even if it provided and tariffed it. It would make no sense to punish AT&T California for not creating and providing an NG911 Service no one would ever buy.

Finally, AT&T California at least twice asked for meetings with Staff to discuss the matter, address the technical aspects of NG911 with experts, and resolve any misunderstandings, but Staff declined. Exs. 4, 9, 10. Such discussions might easily have resolved this issue before it ever reached the level of an OSC, which is why AT&T California requested to meet.

2. AT&T Corp.

Similarly, AT&T Corp.'s conduct has not harmed anyone. AT&T Corp. (like AT&T California) is not required to provide NG911 Service. Also, because NG911 Service is an IP-enabled service, Section 710 prohibited any duty to tariff NG911 Service until January 1, 2020 (after Section 710 expired). Nevertheless, AT&T Corp., while disputing its legal duty to do so, promptly complied with Staff's request to tariff the Pasadena RING solution. Staff disagrees with technical aspects of the filing, but that does not remove the fact that AT&T Corp. affirmatively attempted to meet Staff's concern.

Moreover, even if AT&T Corp, had filed that tariff earlier, there is no evidence that any entity other than CalOES (the other party to the contract) would have been interested in, or even able to use, the offering, which was a custom arrangement developed specifically for CalOES for a specific geographic area and a limited time period. *See* Ex. 9. It was not designed to be or intended to be a generic offering or provided on any terms other than those specified in the contract. Furthermore, the rates, terms, and conditions in that contract were negotiated and agreed to at

VERIFICATION

I, Gary E. Johnson, hereby verify, pursuant to Commission Rule of Practice and Procedure 1.11 and under penalty of perjury, that I am officer of AT&T Corp., and that the contents of the foregoing AT&T CALIFORNIA'S (U 1001 C) AND AT&T CORP.'S (U 5002 C) VERIFIED RESPONSE TO ADMINISTRATIVE LAW JUDGE'S RULING REGARDING ORDER TO SHOW CAUSE are true and correct to the best of my knowledge, information and belief.


Gary E. Johnson

VERIFICATION

I, Rhonda Johnson, hereby verify, pursuant to Commission Rule of Practice and Procedure 1.11 and under penalty of perjury, that I am officer of Pacific Bell Tel. Co. d/b/a AT&T California, and that the contents of the foregoing AT&T CALIFORNIA'S (U 1001 C) AND AT&T CORP.'S (U 5002 C) VERIFIED RESPONSE TO ADMINISTRATIVE LAW JUDGE'S RULING REGARDING ORDER TO SHOW CAUSE are true and correct to the best of my knowledge, information and belief.

CZ. 964.64,

Rhonda Johnson /

EXHIBIT LIST

No. Description

- 1 CalOES RFP 6026-2018 for Next Generation 9-1-1 Services —Prime and Regions
- 2 March 15, 2018 letter from Brad L. Walter, Assistant Vice President and Senior Legal Counsel, AT&T Services, Inc., to Alex Pal, Acting Chief Counsel, Legal Affairs, CalOES
- 3 August 21, 2018 letter from Isabelle Salgado, Vice President and Associate General Counsel, A&T Services, Inc., to Arocles Aguilar, General Counsel, CPUC
- 4 Email exchange covering August 22, 2018 to August 29, 2018 between Isabelle Salgado, Vice President and Associate General Counsel, A&T Services, Inc., to Arocles Aguilar, General Counsel, CPUC
- 5 April 15, 2019 (updated April 26, 2019) letter from Cynthia Walker, Director, Communications Division, CPUC, to Mark Berry, AT&T Regulatory
- 6 June 7, 2019 letter from Cynthia Walker, Director, Communications Division, CPUC, to Peter Hayes, Assistant Vice President, AT&T Regulatory
- 7 September 18, 2019 letter from Cynthia Walker, Director, Communications Division, CPUC, to Mark Berry, AT&T Regulatory
- 8 Oct. 1, 2019 email from Cynthia Walker to Peter Hayes
- 9 November 5, 2019 letter from Peter Hayes, Assistant Vice President, AT&T Regulatory to Cynthia
- 10 Nov. 14, 2019 email from Cynthia Walker to Peter Hayes
- 11 Frontier Communications filed Advice Letter 12824 (filed Dec. 11, 2019)
- 12 Consolidated Communications Advice Letter 2067 (filed Aug. 20, 2019)
- 13 December 5, 2019 letter from Budge Currier, Public Safety Communications, 9-1-1 Branch Manager, CalOES to Jonathan Holland, Regional Sales Director, AT&T Public Safety Solutions
- 14 AT&T Corp. Advice Letter 4336 (filed Oct. 4, 2019)
- 15 October 24, 2019 email from Louise Fischer, Senior Telecommunications Engineer, CPUC to Mark Berry, AT&T Regulatory
- 16 Pacific Bell's Schedule Cal. P.U.C. No. K1, K2, and K3