



Joelle Phillips  
General Attorney - TN

AT&T Tennessee  
333 Commerce Street  
Suite 2101  
Nashville, TN 37201-1800

T: 615.214.6311  
F: 615-214-7406  
[jp3881@att.com](mailto:jp3881@att.com)

September 12, 2012

filed electronically in docket office on  
09/28/12

Hon. Kenneth C. Hill, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by  
AT&T Tennessee and T-Mobile USA, Inc.*  
Docket No. 12-00116

Dear Chairman Hill:

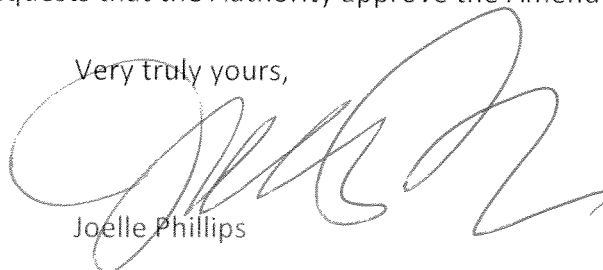
Enclosed for filing in the referenced docket are the original and one copy of the *Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and T-Mobile USA, Inc.*

In accordance with Section 252(e) of the Telecommunications Act of 1996, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and T-Mobile within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. T-Mobile and AT&T aver that the Agreement is consistent with the standards for approval.

The Amendment establishes bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the parties.

AT&T Tennessee respectfully requests that the Authority approve the Amendment.

Very truly yours,



Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and T-Mobile USA, Inc.*

Docket No. \_\_\_\_\_

**PETITION FOR APPROVAL OF THE AMENDMENT TO  
THE INTERCONNECTION AGREEMENT NEGOTIATED  
BETWEEN AT&T TENNESSEE AND T-MOBILE USA, INC.**

AT&T Tennessee ("AT&T") and T-Mobile USA, Inc. ("T-Mobile") file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, T-Mobile and AT&T state the following:

1. T-Mobile and AT&T have negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by AT&T and the resale of AT&T's telecommunications services to T-Mobile.

2. The parties have recently negotiated an Amendment to the Agreement which establishes bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, T-Mobile and AT&T are submitting their Agreement to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and T-Mobile within 90 days of its

submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. T-Mobile and AT&T aver that the Agreement is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

T-Mobile and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: 

Joelle Phillips  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6311  
Attorney for AT&T

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
T-Mobile USA, Inc.  
AND  
BellSouth Telecommunications, LLC**

This Amendment (the "Amendment") amends the T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp. Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, and AT&T TENNESSEE, previously referred to as BellSouth Telecommunications, Inc., ("BellSouth") hereinafter referred to as "AT&T" and T-Mobile USA, Inc. acting on behalf of its operating subsidiaries including PowerTel/Memphis, Inc., T-Mobile Central LLC and T-Mobile South LLC ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T and Carrier are parties to a Interconnection Agreement under Sections 251 and 252 of the ~~Communications Act of 1996 for Commercial Mobile Radio Service (CMRS)~~, dated May 8, 2003 and as subsequently amended (the "Agreement"); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee shall reflect that name change from "T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp. " to "T-Mobile USA, Inc" only for the main billing account (header card) for each of the accounts previously billed to T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp. AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, T-Mobile USA, Inc. affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp. with AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
2. Delete from the Agreement Attachment A and replace with Attachment A to this Amendment, which is incorporated herein by reference.
3. The Parties agree to include the following definitional modification:

The Parties intend their Agreement refer to the new definitional terms that the FCC has used in its new rules, including "Non-Access Telecommunications Traffic" and "Access Telecommunications Traffic." Thus, any references in the Agreement to "local" or "intraMTA" traffic are replaced with the term, "Non-Access Telecommunications Traffic." Similarly, any references in the Agreement to "toll," "Non-Local" or "interMTA" traffic are replaced with the term, "Access Telecommunications Traffic." Specifically, consistent with FCC Rule §51.701(b), the term "Non-Access Telecommunications Traffic" means traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. Non-Access Telecommunications Traffic does not include transit or intermediary traffic.

4. Effective July 1, 2012, the Parties shall implement bill-and-keep for Non-Access Telecommunications Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for Non-Access Telecommunications Traffic exchanged between the Parties.
5. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
6. The Parties agree to remove terminating InterMTA Traffic rates or CMRS Local Interconnection Rates and Mobile to Land Trunk Usage for Local Traffic or local traffic for Type 2A, Type 2B and Type 1 in Attachment B-1 and B-2 of the Agreement and to replace the rates with the rates contained in Exhibit 2 attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit 2. In all other respects the Attachment Pricing shall remain the same.
7. The Parties agree that the terms and conditions of this Agreement shall apply only to Non-Access Telecommunications Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network; e.g., this Agreement specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another carrier.
8. For purposes of carriers adopting this Agreement, there shall be no retroactive application of any provision of this Amendment.
9. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
10. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
11. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
12. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date"). Subsequent to Commission approval, the rate changes, as set forth in Section 4 above, will be implemented as of July 1, 2012.

T-Mobile USA, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T  
MISSISSIPPI, AT&T NORTH CAROLINA, AT&T SOUTH  
CAROLINA, and AT&T TENNESSEE, by AT&T Services, Inc.,  
its authorized agent

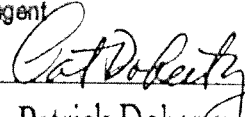
Signature: \_\_\_\_\_



Name: Bryan Fleming

(Print or Type)

Signature: \_\_\_\_\_



Patrick Doherty

Name: \_\_\_\_\_

(Print or Type)

Director - Regulatory

Title: Vice President - Technical Systems and Business Operations  
(Print or Type)

Title: \_\_\_\_\_

(Print or Type)

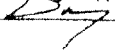
Date: \_\_\_\_\_

7/26/12

Date: \_\_\_\_\_

7/31/12

T-Mobile Legal Approval By: \_\_\_\_\_



2012.07.24

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**Attachment A**

**AFFILIATES**

PowerTel/Memphis, Inc.

T-Mobile Central LLC

T-Mobile South LLC

PRICING SHEET

EXHIBIT A  
CMRS PROVIDER AT&T  
Appendix Pricing

| Attachment | State | Product  | Rate Element Description   | COS (Class of Service) | USOC  | Zone | Monthly<br>Recurring<br>Charge (MRC) | Non-<br>Recurring<br>Charge (NRC)<br>First | Non-<br>Recurring<br>Charge (NRC)<br>Additional | Per Unit     |
|------------|-------|--|--|------------------------|-------|------|--------------------------------------|--|---|--------------|
| W2         | AL    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | AL    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | AL    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1                                   |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | AL    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF  |                        | MRSSD |      | \$0.00                               |  |   | \$/DSO Trunk |
| W2         | AL    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 |                        | MRSSE |      | \$0.00                               |  |   | \$/DSO Trunk |



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|------------|-------|--|--|------------------------|-------|------|--------------------------------------|--|---|--------------|
| W2         | FL    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | FL    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | FL    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1                                   |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | FL    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - NF  |                        | MRSSD |      | \$0.00                               |  |   | \$/DSO Trunk |
| W2         | FL    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 |                        | MRSSE |      | \$0.00                               |  |   | \$/DSO Trunk |

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|------------|-------|--|--|------------------------|-------|------|--------------------------------------|--|---|--------------|
| W2         | GA    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | GA    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | GA    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1                                   |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | GA    | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF  |                        | MRSSD |      | \$0.00                               |  |   | \$/DSO Trunk |
| W2         | GA    | LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 |                        | MRSSE |      | \$0.00                               |  |   | \$/DSO Trunk |

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| Attachment | State | Product  | Rate Element Description   | COS (Class of Service) | USOC  | Zone | Monthly<br>Recurring<br>Charge (MRC) | Non-<br>Recurring<br>Charge (NRC)<br>First | Non-<br>Recurring<br>Charge (NRC)<br>Additional | Per Unit     |
|------------|-------|--|--|------------------------|-------|------|--------------------------------------|--|---|--------------|
| W2         | KY    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | KY    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | KY    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1                                   |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | KY    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF  |                        | MRSSD |      | \$0.00                               |  |   | \$/DSO Trunk |
| W2         | KY    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 |                        | MRSSE |      | \$0.00                               |  |   | \$/DSO Trunk |

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|------------|-------|--|--|------------------------|-------|------|--------------------------------------|--|---|--------------|
| W2         | MS    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | MS    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | MS    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1                                   |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | MS    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF  |                        | MRSSD |      | \$0.00                               |  |   | \$/DSO Trunk |
| W2         | MS    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 |                        | MRSSE |      | \$0.00                               |  |   | \$/DSO Trunk |

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|------------|-------|--|--|------------------------|-------|------|--------------------------------------|--|---|--------------|
| W2         | NC    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | NC    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2B                                  |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | NC    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1                                   |                        |       |      | \$0.00                               |  |   | MOU          |
| W2         | NC    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF  |                        | MRSSD |      | \$0.00                               |  |   | \$/DSO Trunk |
| W2         | NC    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 |                        | MRSSE |      | \$0.00                               |  |   | \$/DSO Trunk |

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| Attachment | State | Product  | Rate Element Description  | COS (Class of Service) | USOC  | Zone | Monthly<br>Recurring<br>Charge<br>(MRC) | Non-<br>Recurring<br>Charge (NRC)<br>First | Non-<br>Recurring<br>Charge<br>(NRC)<br>Additional | Per Unit    |
|------------|-------|--|---|------------------------|-------|------|---|--|--|-------------|
| W2         | SC    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A                                     |                        |       |      | \$0.00                                  |  |  | MOU         |
| W2         | SC    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2E                                     |                        |       |      | \$0.00                                  |  |  | MOU         |
| W2         | SC    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1                                      |                        |       |      | \$0.00                                  |  |  | MOU         |
| W2         | SC    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated<br>IntraMTA traffic over Type 2B trunks - MF  |                        | MRSSD |      | \$0.00                                  |  |  | S/DSO Trunk |
| W2         | SC    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated<br>IntraMTA traffic over Type 2B trunks - SS7 |                        | MRSSE |      | \$0.00                                  |  |  | S/DSO Trunk |

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| Attachment | State | Product  | Rate Element Description   | COS (Class of Service) | USOC  | Zone | Monthly<br>Recurring<br>Charge<br>(MRC) | Non-<br>Recurring<br>Charge (NRC)<br>First | Non-<br>Recurring<br>Charge (NRC)<br>Additional | Per Unit    |
|------------|-------|--|--|------------------------|-------|------|---|--|---|-------------|
| W2         | TN    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2A                                  |                        |       |      | \$0.00                                  |  |   | MOU         |
| W2         | TN    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 2E                                  |                        |       |      | \$0.00                                  |  |   | MOU         |
| W2         | TN    | Local Interconnection (Call Transport and Termination) | Section 251(b)(5) Calls Transport and Termination - Type 1                                   |                        |       |      | \$0.00                                  |  |   | MOU         |
| W2         | TN    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF  |                        | MRSSD |      | \$0.00                                  |  |   | S/DSO Trunk |
| W2         | TN    | Local Interconnection (Call Transport and Termination) | Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7 |                        | MRSSE |      | \$0.00                                  |  |   | S/DSO Trunk |

**CERTIFICATE OF SERVICE**

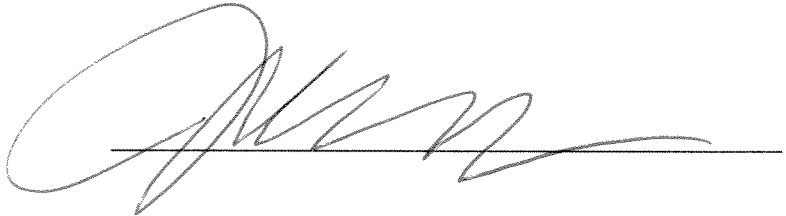
I hereby certify that on September 12, 2012, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

T-Mobile USA, Inc.  
Attn: General Carrier  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 98006

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Ms. Jill Mounsey, Director  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> St.  
Bellevue, WA 38006  
[jill.mounsey2@t-mobile.com](mailto:jill.mounsey2@t-mobile.com)

A handwritten signature in dark ink, appearing to read "Jill Mounsey", is written over a horizontal line.