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June 22, 1998

Dorothy T. Attwood
Chief, Enforcement Division
Common Carrier Bureau
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Re: Informal Complaint of Sprint Spectrum, L.P.

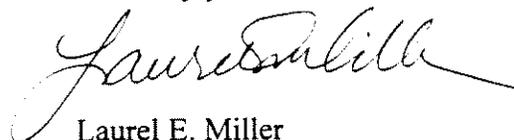
Dear Ms. Attwood:

Enclosed for filing is an original and four copies of an Informal Complaint of Sprint Spectrum, L.P. against 28 named local exchange carriers. As of today's date, a copy of the Informal Complaint will be sent by mail to counsel for the 28 named local exchange carriers, in accordance with the Certificate of Service attached to the Informal Complaint. Also enclosed, however, is an additional copy of the Informal Complaint for the Commission to forward to counsel for the named local exchange carriers in accordance with Section 1.717 of the Commission's Rules.

Please date stamp the enclosed "Stamp & Return" copy and return it to the courier delivering this Informal Complaint.

Should any questions arise regarding this Informal Complaint, please do not hesitate to contact the undersigned.

Sincerely yours,



Laurel E. Miller

Enclosures

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

In re Informal Complaint of)
)
Sprint Spectrum, L.P.)
)
against)
)
BPS Tel. Co., Cass County Tel. Co.,)
Citizens Tel. Co. of Higginsville,)
Missouri Inc., Craw-Kan Tel. Coop.,)
Inc., Ellington Tel. Co., Farber Tel. Co.)
Goodman Tel. Co. Inc., Granby Tel. Co.,)
Grand River Mutual Tel. Corp.,)
Green Hills Tel. Corp., Holway Tel. Co.,)
Iamo Tel. Co., Kingdom Tel. Co.,)
KLM Tel. Co., Lathrop Tel. Co.,)
Le-Ru Tel. Co., McDonald County Tel.)
Co., Mark Twain Rural Tel. Co., Miller)
Tel. Co., New Florence Tel. Co.,)
New London Tel. Co., Orchard Farm Tel.)
Co., Oregon Farmers Mutual Tel. Co.,)
Ozark Tel. Co., Rock Port Tel. Co.,)
Seneca Tel. Co., Steelville Tel. Exchange,)
Inc., and Stoutland Tel. Co.)
)
For Failure to Establish Reciprocal)
Compensation Arrangements in)
Violation of 47 U.S.C. § 332(c)(1)(B))

File No. _____

TO: Chief, Enforcement Division, Common Carrier Bureau

INFORMAL COMPLAINT

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June 22, 1998

CONTENTS

SUMMARY..... iii

INTRODUCTION 2

FACTS..... 5

ANALYSIS..... 10

I. THE MISSOURI LECS ARE REQUIRED TO ESTABLISH RECIPROCAL
COMPENSATION ARRANGEMENTS WITH SPRINT PCS FOR
TRANSPORT AND TERMINATION OF LOCAL TRAFFIC..... 10

II. THE MISSOURI LECS MUST INTERCONNECT WITH SPRINT PCS ON
RECIPROCAL TERMS REGARDLESS OF WHETHER THE PARTIES
EXCHANGE LOCAL TRAFFIC DIRECTLY OR INDIRECTLY. 12

REQUEST FOR RELIEF..... 13

SUMMARY

The above-referenced independent local exchange carriers (“LECs”) operating in Missouri (the “Missouri LECs”) have refused to comply with Congress’s and the Commission’s straightforward reciprocal compensation rules for the exchange of local traffic. Despite repeated attempts, Sprint Spectrum, L.P. d/b/a/ Sprint PCS (“Sprint PCS”) has been unable to move past this initial hurdle to negotiations. Section 332(c)(1)(B) of the Communications Act as well as Sections 20.11(a)-(b) and 51.703 of the Commission’s Rules flatly require LECs to establish such arrangements with interconnecting CMRS providers.

In joint negotiations with Sprint PCS, the Missouri LECs have adopted the position that the Communications Act’s provisions and the Commission’s Rules regarding reciprocal compensation do not apply to *indirect* interconnection arrangements. None of the relevant provisions of the Act or the Rules supports the view that indirect interconnection – which is the most cost-efficient manner of interconnection between CMRS providers and a large number of smaller LECs – should be treated any differently than direct interconnection. To the contrary, the Commission’s Rules plainly require that a LEC must provide whatever type of interconnection is reasonably requested by a CMRS provider, and that both parties must comply with principles of mutual compensation.

The Missouri LECs’ refusal to acknowledge their reciprocal compensation obligations has effectively thwarted Sprint PCS’ good faith efforts to negotiate appropriate interconnection arrangements consistent with the rules summarized above. Consequently, Sprint PCS respectfully requests the Commission to issue an order clarifying that the Missouri LECs are obliged to negotiate agreements for direct or indirect interconnection with Sprint PCS for the exchange of local traffic, and that the rules requiring reciprocal compensation for CMRS local traffic apply to both types of interconnection, and directing the Missouri LECs to negotiate interconnection agreements for the exchange of local traffic with Sprint PCS on reciprocal terms. Such an order would serve well the public’s interest in successful development of the new personal communications service industry. Without fair and efficient interconnection arrangements with LEC networks, CMRS providers’ huge investments in wireless networks will be wasted and the public will be deprived of valuable services.

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

In re Informal Complaint of)
)
Sprint Spectrum, L.P.)
)
against)
)
BPS Tel. Co., Cass County Tel. Co.,)
Citizens Tel. Co. of Higginsville,)
Missouri, Inc., Craw-Kan Tel. Coop.,)
Inc., Ellington Tel. Co., Farber Tel. Co.,)
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Inc., and Stoutland Tel. Co.)
)
For Failure to Establish Reciprocal)
Compensation Arrangements in)
Violation of 47 U.S.C. § 332(c)(1)(B))

File No. _____

TO: Chief, Enforcement Division, Common Carrier Bureau

INFORMAL COMPLAINT

Sprint Spectrum, L.P. d/b/a Sprint PCS ("Sprint PCS") hereby submits this informal complaint against the above-referenced local exchange carriers ("LECs") operating in Missouri (collectively, the "Missouri LECs") pursuant to Section 208 of the Communications Act of 1934, as amended, 47 U.S.C. § 208, and Sections 1.716 and 1.717 of

the Commission's Rules, 47 C.F.R. §§ 1.716-1.717 (1997), because the Missouri LECs have refused to establish interconnection arrangements with Sprint PCS providing for reciprocal and symmetrical compensation for the exchange of local traffic. The Missouri LECs' refusal violates 47 U.S.C. § 332(c)(1)(B), as well as 47 C.F.R. §§ 20.11(a)-(b) and 51.703 (1997).

The Missouri LECs, a group of small, incumbent local exchange carriers ("ILECs"), contend in joint negotiations with Sprint PCS that the Communications Act's provisions and the Commission's Rules regarding interconnection between commercial mobile radio service ("CMRS") providers, such as Sprint PCS, and LECs do not apply to *indirect* interconnection arrangements. This view is flatly inconsistent with the Act and the Commission's Rules. Because indirect interconnection is the most cost-efficient manner of interconnection between CMRS providers and a large number of smaller LECs, this contention has dramatic implications for Sprint PCS and other competitive providers throughout the nation.

INTRODUCTION

The rules governing LEC-CMRS interconnection are firmly settled. These Rules implement a long-standing Commission policy to promote such interconnection against a history of negotiating intransigence by monopolist LECs.¹ In its 1994 proceeding under 47 U.S.C. § 332, the Commission promulgated its reciprocity rule for LEC-CMRS

¹ See, e.g., *Implementation of Sections 3(n) and 332 of the Communications Act*, Second Report and Order, 9 FCC Rcd 1411, 1493-1501, ¶¶ 220-39 (released March 7, 1994); *Radio Common Carrier Services*, Memorandum Opinion and Order on Reconsideration, 4 FCC Rcd 2369 (released March 15, 1989); *Radio Common Carrier Services*, Declaratory Ruling, 2 FCC Rcd 2910 (released May 18, 1987); *Domestic Public Land Mobile Radio Service*, Report and Order, 12 FCC 2d 841, 846 (adopted May 8, 1968).

interconnection, 47 C.F.R. § 20.11(b), which requires LECs and CMRS providers to "comply with principles of mutual compensation." In 1996, as part of implementing the Telecommunications Act of 1996, the Commission found that LECs were not complying with this requirement and that additional measures reinforcing the requirement were needed.² Consequently, the Commission promulgated 47 C.F.R. § 51.703, requiring reciprocal compensation for transport and termination of local traffic, and § 51.711(a), specifying that rates for such transport and termination must be symmetrical. The Eighth Circuit explicitly upheld these rules as they apply to LEC-CMRS interconnection even though it struck down other elements of the Commission's *Interconnection Order*.³

In spite of this clear regulatory policy, the Missouri LECs now seek to escape their obligation to interconnect with Sprint PCS on reciprocal terms. The Missouri LECs have refused to enter into agreements with Sprint PCS providing for reciprocal compensation for the exchange of local traffic that passes through an intermediary carrier. Instead, the Missouri LECs jointly argue that Sprint PCS should be compensated for such traffic by the interexchange carrier ("IXC") or other carrier terminating the traffic on Sprint PCS' network,

² The Commission concluded, "[b]ased on the extensive record in the LEC-CMRS Interconnection proceeding, as well as that in this proceeding," that "in many cases, incumbent LECs appear to have imposed arrangements that provide little or no compensation for calls terminated on wireless networks, and in some cases imposed charges for traffic originated on CMRS providers' networks, both in violation of section 20.11 of our rules." *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, CC Docket Nos. 96-98 and 95-185, First Report and Order, FCC 96-325, 11 FCC Rcd 15499, 16044 (released August 8, 1996) ("*Interconnection Order*"), ¶ 1094.

³ *Iowa Utilities Board v. FCC*, 120 F.3d 753, 800 n. 21 (8th Cir. 1997), cert. granted, 1998 U.S. LEXIS 659-668 (1998).

and that the Missouri LECs are entitled to access charges for the termination of Sprint PCS' traffic.

Unfortunately, the Missouri LECs' refusal to comply with the Commission's Rules is not an isolated incident. In its efforts to negotiate interconnection agreements in the more than 140 markets in which it has constructed and launched service, Sprint PCS has encountered increasing resistance to such negotiations from many small LECs.⁴ This obstructionism is directly contrary to the Communications Act's provisions and Commission's Rules requiring direct or indirect interconnection between LECs and CMRS providers and requiring reciprocal compensation. *See* 47 U.S.C. § 332(c)(1)(B), 47 C.F.R. §§ 20.11(b) and 51.703. In adopting its Rules, the Commission left no doubt that this requirement must be satisfied by "all local exchange carriers, including small incumbent LECs."⁵

Sprint PCS has repeatedly attempted to resolve this important issue through direct contact, including offers to negotiate and specific proposals of terms, with the Missouri LECs and their joint counsel, but the Missouri LECs have refused to engage in meaningful negotiations. Attempts to establish interconnection agreements with certain members of the Missouri LECs began in August of 1997. Additional contacts were made in November of 1997. Nonetheless, the Missouri LECs have refused to negotiate toward an actual agreement.

⁴ *See, e.g.*, Letter from Kim Czak, Interconnection Manager – LEC National Accounts, Frontier Communications, to Jim Propst, Sprint PCS (January 12, 1998), attached as Exhibit 1.

⁵ *Interconnection Order* at ¶ 1045 (emphasis added).

The establishment of fair and efficient interconnection arrangements in accordance with the Commission's Rules is a critical concern to all CMRS providers, and in particular is essential to the success of the new personal communications service ("PCS") industry. CMRS providers' huge investments in building wireless networks are meaningless if PCS systems cannot be efficiently and fairly interconnected with LEC networks. The public interest would therefore be well served by the Commission promptly issuing an order directing the Missouri LECs to interconnect with Sprint PCS on reciprocal and symmetrical terms.

We believe these obligations are clear on the face of the Commission's Rules and its orders; yet, the Missouri LECs refuse to meet them. Accordingly, we respectfully request that the Commission (1) clarify that an incumbent LEC is obligated to negotiate an interconnection agreement for local traffic with a CMRS provider regardless of whether the interconnection occurs directly or through an intermediary carrier, (2) state that the rules governing reciprocal and symmetrical compensation apply to both direct and indirect interconnection arrangements, and (3) direct the Missouri LECs to negotiate an interconnection arrangement with Sprint PCS on the basis of reciprocal and symmetrical compensation for the exchange of local traffic.

FACTS

Sprint PCS, the largest PCS license holder in the United States, has pursued interconnection agreements with the large regional Bell operating companies ("RBOCs") and GTE as well as the small LECs in each of the more than 140 markets in which it has constructed and launched service. In the course of these efforts, Sprint PCS has been alarmed

to find increasing resistance to negotiating such agreements on the part of certain LECs with which Sprint PCS has sought indirect interconnection.

The need for indirect interconnection arrangements for the exchange of local traffic between CMRS providers and LECs arises in those circumstances in which CMRS traffic transits a large incumbent LEC's tandem and terminates to a small LEC within the same MTA, or, conversely, in which the small LEC's traffic transits the large LEC's tandem and terminates on a CMRS network. Interconnection agreements between the small LEC and the CMRS provider are needed in such circumstances because the parties must establish the manner in which they will measure and bill for such traffic and the rates to be applied.

The need for an interconnection agreement is compounded in the particular circumstances here because the intermediary carriers, Southwestern Bell Telephone Co. ("SWBT") and GTE have insisted that Sprint PCS establish an independent relationship with the ILECs subtending their networks. The standard SWBT agreement for interconnection with CMRS carriers for Missouri (as well as for Arkansas, Kansas, Oklahoma, and Texas) provides:

Carrier and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix PRICING. The Parties agree to enter into their own agreements with Third Party Providers. In the event that Carrier does send traffic through SWBT's network to a Third Party Provider with whom Carrier does not have a traffic interchange agreement, then Carrier agrees to indemnify SWBT for any termination charges rendered by a Third Party Provider for such traffic.⁶

⁶ See Exhibit 2, at p. 10.

SWBT and other large ILECs have made clear to Sprint PCS that they will not act as billing and collection agents for carriers that subtend their facilities.⁷ In negotiations with Sprint PCS, SWBT and other RBOCs have indicated that when they provide transiting service, they expect compensation for that service only and expect the parties originating and terminating the traffic to have made separate compensation arrangements for their respective roles in completing the call.⁸

Sprint PCS has made repeated, good faith efforts to negotiate an interconnection agreement with the Missouri LECs. Sprint PCS began contacting various members of this group in August of 1997, suggesting that a simple bill and keep arrangement would be the most cost effective means of addressing indirect interconnection. After receiving no response to its initial letters, Sprint PCS sent a more detailed letter to each of the Missouri LECs on November 12, 1997. This letter included a legal memorandum explaining the obligations of small ILECs to enter into reciprocal compensation agreements and provided additional clarification regarding Sprint PCS' position that bill and keep was a reasonable starting point for interconnection negotiations. This proposal was formally rejected by counsel for the Missouri LECs on December 4, 1997. In his December 4, 1997 letter, counsel for the Missouri LECs noted a fundamental disagreement regarding the basic principles for the relationship between wireless carriers and ILECs. "I do not agree

⁷ For example, Ameritech has offered to sell to CMRS providers and ILECs Transit Usage Reports to assist in the billing of traffic that transits the Ameritech network. See Letter from Patrick Beasley, Account Manager, Ameritech, to Larry Carl, Network Manager, Sprint PCS (February 3, 1998), attached as Exhibit 3.

⁸ See, e.g., Interconnection Agreement Between GTE and Sprint Spectrum for the State of Missouri, attached as Exhibit 4, at Appendix C.

that Third Party ILECs can no longer charge wireless carriers access rates for traffic terminated on the ILECs' networks."⁹ He further suggested that the ILECs' preference was "to bill SWBT their authorized intrastate access charges for wireless traffic terminating on their networks and for SWBT, in turn, to recoup those charges through its indemnification provisions (either pursuant to interconnection agreement or tariff) from the wireless carrier." He concluded by noting that each of the Missouri LECs preferred to negotiate its own interconnection agreement.

In response to this correspondence, Sprint PCS provided each of the Missouri LECs a proposed form of interconnection agreement on December 22, 1997. Sprint PCS rejected the "business as usual" intraLATA toll position taken by the Missouri LECs but indicated it continued to be willing to enter into negotiations to establish a truly reciprocal compensation arrangement.

By letter of January 23, 1998, counsel for the Missouri LECs responded that his clients were willing to enter into negotiations for "reciprocal" compensation, provided that Sprint PCS expected no compensation from the ILECs for traffic terminating on the Sprint PCS network and provided that Sprint PCS was willing to pay intraLATA toll rates for the termination of Sprint PCS traffic on the ILECs' networks in accordance with their tariffs. Sprint PCS has yet to determine how such an arrangement could be considered reciprocal.

The Missouri LECs' justification for this proposal was that all toll traffic belonged to the primary toll carrier and therefore the intermediary carrier was responsible for payment of termination charges. Counsel for the Missouri LECs further noted "as I indicated

⁹ See Letter from W.R. England III, Brydon, Swearngen & England, to James Propst,

to you in my prior letter, we believe that the appropriate compensation for the termination of that traffic is our authorized intrastate intralata access charges. I do not believe that the FCC pricing rules apply, since they have been struck down by the Federal District Court. More importantly, if my clients were to charge anything different from their authorized intrastate access rates that would likely put them in violation of their tariffs and Missouri law.”

Sprint PCS and counsel for the Missouri LECs exchanged several subsequent letters and met in person on April 10, 1998, in an attempt to resolve the fundamental legal dispute. Sprint PCS explained that, under the FCC’s rules, intraMTA wireless traffic was not toll traffic for purposes of reciprocal compensation, and therefore the primary toll carrier plan and access charges were irrelevant. Moreover, Sprint PCS pointed out that the FCC rules had been specifically upheld with respect to CMRS carriers. Finally, Sprint PCS noted that the Missouri Primary Toll Carrier Plan was being dissolved by the Missouri Public Service Commission.

These positions were rejected by the Missouri LECs. According to the Missouri LECs, the rules governing reciprocal compensation do not apply when traffic is handed to an intermediary carrier for termination, whether that carrier is the primary toll carrier or an IXC. As a result of this fundamental threshold disagreement, Sprint PCS has been unable to begin any substantive negotiations to establish an interconnection agreement with the Missouri LECs.

ANALYSIS

I. THE MISSOURI LECs ARE REQUIRED TO ESTABLISH RECIPROCAL COMPENSATION ARRANGEMENTS WITH SPRINT PCS FOR TRANSPORT AND TERMINATION OF LOCAL TRAFFIC.

Multiple provisions of the Communications Act and the Commission's Rules make plain the Missouri LECs' obligation to establish reciprocal compensation arrangements with Sprint PCS for the exchange of local traffic. In particular, Section 20.11 of the Commission's Rules, 47 C.F.R. § 20.11, specifies that a LEC must provide the type of interconnection reasonably requested by a CMRS provider, so long as the interconnection is technically feasible and economically reasonable, and that both parties must comply with principles of mutual compensation. This rule plainly applies here because (1) each of the Missouri LECs is a LEC, which the Act defines as "any person that is engaged in the provision of telephone exchange service or exchange access," 47 U.S.C. § 153(26); (2) Sprint PCS is a provider of commercial mobile radio service, which includes "any service for which a license is required in a personal communications service," 47 U.S.C. § 153(27)(C); and (3) the type of interconnection Sprint PCS has requested is both technically feasible and economically reasonable.¹⁰ Consequently, the Missouri LECs' obligation to interconnect on reciprocal terms is inescapable on the basis of these provisions alone.¹¹

¹⁰ See pp. 6-7, *supra*, and p. 13, *infra*.

¹¹ Despite the clarity of the Commission's statements on the subject, the Missouri Public Service Commission has refused to find that reciprocal compensation obligations apply in the case of indirect interconnection:

The Commission . . . finds that the FCC expressly contemplates the use of reciprocal compensation arrangements for the transport and termination of local traffic between wireless carriers and LECs. Whether the FCC also intends for reciprocal compensation

Although the Commission's Rules adopted under Section 332 of the Communications Act are dispositive of the Missouri LECs' obligation to provide reciprocal compensation, it is noteworthy that further provisions reinforce this obligation. The Telecommunications Act of 1996 imposes on all LECs the "duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications." 47 U.S.C. § 251(b)(5). The Commission's Rules require each LEC to "establish reciprocal compensation arrangements for transport and termination of local telecommunications traffic with any requesting telecommunications carrier," 47 C.F.R. § 51.703, and provide that compensation for transport and termination of local traffic must be "symmetrical" as well as reciprocal. 47 C.F.R. § 51.711.

The traffic exchanged between the Missouri LECs and Sprint PCS falls squarely within the ambit of these provisions. The Commission has defined "local telecommunications traffic" for purposes of the reciprocal compensation provisions as "traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area." 47 C.F.R. § 51.701. Sprint PCS has only sought to establish reciprocal compensation arrangements with the Missouri LECs to cover such local traffic. Moreover, Sprint PCS is a "requesting telecommunications carrier" within the meaning of 47 C.F.R. § 51.703. As stated in the *Interconnection Order*,

arrangements to apply in situations where there is an indirect interconnection between a wireless carrier and a third-party LEC, and consequently three carriers are needed to terminate the traffic, is an open question.

Southwestern Bell Telephone Co.'s Tariff Filing to Revise Its Wireless Carrier Interconnection Service Tariff, Report and Order, Case No. TT-97-524 (Jan. 6, 1998).

LECs have a duty to establish reciprocal compensation arrangements with respect to local traffic originated by or terminating to any telecommunications carriers. CMRS providers are telecommunications carriers and, thus, LECs' reciprocal compensation obligations under section 251(b)(5) apply to all local traffic transmitted between LECs and CMRS providers.¹²

The Missouri LECs cannot avoid their obligation to exchange local traffic with Sprint PCS on the basis of reciprocal compensation. As the Commission has emphasized, "traffic between an incumbent LEC and a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5), rather than interstate or intrastate access charges."¹³

II. THE MISSOURI LECs MUST INTERCONNECT WITH SPRINT PCS ON RECIPROCAL TERMS REGARDLESS OF WHETHER THE PARTIES EXCHANGE LOCAL TRAFFIC DIRECTLY OR INDIRECTLY.

Neither the Act nor the Commission's Rules provide any basis for a LEC to avoid its obligation to interconnect on reciprocal terms with a CMRS provider on the basis that the interconnection requested is indirect. Sections 20.11(b)(1), 20.11(b)(2) and 51.701(e) of the Commission's Rules explain that the reciprocal compensation obligation is triggered for a LEC whenever a CMRS provider terminates local traffic that originates on the LEC's facilities, and vice-versa. These rules disregard any intermediate transportation of the

¹² *Interconnection Order* at ¶ 1041. *See also id.* at ¶ 1008 (LECs have a duty under Section 251(b)(5) to establish reciprocal compensation arrangements for the transport and termination of telecommunications; all CMRS providers offer telecommunications, and thus LECs are obligated to enter into reciprocal compensation arrangements with all CMRS providers).

¹³ *Id.* at ¶ 1043.

traffic that may or may not occur – the obligation is defined simply by where the local traffic originates and terminates.

These rules track the statutory provisions that added that obligation. Section 251(a) of the Act imposes a duty on all telecommunications carriers, necessarily including both the Missouri LECs and Sprint PCS, to interconnect “*directly or indirectly*” with other telecommunications carriers. The Commission explained in its *Interconnection Order* that “telecommunications carriers should be permitted to provide interconnection pursuant to section 251(a) *either directly or indirectly* based upon their most efficient technical and economic choices.”¹⁴ The Commission thus recognized that indirect interconnection can be an efficient technical and economic choice in certain circumstances. Such circumstances are present here. The volume of traffic passing between Sprint PCS and the small, mostly rural, Missouri LECs is not sufficient to justify the costs associated with direct trunking. Given the remote nature of most of these exchanges, it is simply more economically efficient to pass traffic through the intermediary Regional Bell Operating Company. In light of these efficiencies, indirect interconnection between the Missouri LECs and Sprint PCS is both technically feasible and economically reasonable within the meaning of 47 C.F.R. § 20.11(a), which requires a LEC to provide any type of interconnection that meets those criteria.

REQUEST FOR RELIEF

The Commission has made persistent efforts to make clear to LECs their obligation to interconnect with CMRS providers on reciprocal and symmetrical terms in order to support the development of a national wireless network. Sprint PCS respectfully

¹⁴ *Interconnection Order* at ¶ 997 (emphasis added).

urges the Commission to prevent LECs from undermining these efforts by clarifying that the Commission's Rules regarding CMRS-LEC interconnection apply equally to direct and indirect interconnection.

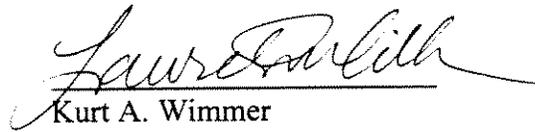
WHEREFORE, Sprint PCS respectfully requests that the Commission issue an order:

1. finding that the Missouri LECs are obligated to negotiate interconnection agreements for local traffic with Sprint PCS regardless of whether interconnection occurs directly or indirectly;
2. finding that the rules governing reciprocal and symmetrical compensation for CMRS local traffic apply to both direct and indirect interconnection arrangements;
3. directing the Missouri LECs to negotiate interconnection agreements with Sprint PCS on the basis of reciprocal and symmetrical compensation for the exchange of local traffic; and

4. for such other and further relief to which the Commission may find Sprint PCS entitled.

Respectfully submitted,

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Senior Attorney
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Counsel for Sprint Spectrum, L.P.

June 22, 1998

DECLARATION

I hereby declare under penalty of perjury that I have read the foregoing Informal Complaint and that the facts contained in said Informal Complaint are accurate to the best of my knowledge and belief, and that the attachments are true and accurate copies of the original documents they represent.



James Propst
Carrier Interconnection Management
Sprint PCS

June 19, 1998

CERTIFICATE OF SERVICE

I, Laurel E. Miller, do hereby certify that copies of the foregoing Informal Complaint of Sprint Spectrum, L.P. were sent via first class mail, postage prepaid, on this 22nd day of June 1998 to the following:

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Laurel E. Miller

*Courtesy copy