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September 10, 2008

VIA ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers, WT Docket No. 05-265

Dear Ms. Dortch:

On September 8, 2008 Charles McKee of Sprint Nextel Corp., and Paul Margie, counsel to Sprint Nextel Corp., met with Angela Giancarlo, Legal Advisor to Commissioner Robert McDowell, regarding the above-captioned proceeding. The parties discussed the issues raised by Sprint Nextel Corp. in its August 15, 2008 letter in this docket.

In addition, the parties discussed the September 3, 2008 *ex parte* letter of Verizon Wireless in this docket. In that letter Verizon Wireless stated that it "suggested an alternative approach for defining a home roaming right"[1] in a meeting with Ms. Giancarlo. Verizon Wireless describes its "alternative approach" as follows:

> "To the extent the Commission wanted to ensure that carriers that already had secured home roaming arrangements did not immediately lose the ability to home roam as a result of the home roaming exclusion adopted in the 2007 *Roaming Order*, we suggested a 'standstill' provision that could be adopted on reconsideration. This approach would provide that, for a defined period of time, a carrier providing roaming service to another carrier ('requesting carrier') could not terminate a provision in an existing roaming agreement with the requesting carrier that allows the requesting carrier to roam on the other carrier's network in markets where the requesting carrier holds spectrum."[2]

Sprint Nextel discussed that this letter makes it clear that Verizon Wireless intends to deny roaming to consumers if the Commission resolves the reconsideration proceeding in a way that limits Section 201 and 202 protections. Without the Verizon Wireless "standstill" provision, the company seems to assert, the Commission would be unable to protect consumers from "immediately los[ing] the ability to home roam." Verizon Wireless' apparent intention of

[1] Letter of Andre J. Lachance to Marlene H. Dorch, WT Docket No. 05-265 (Sept. 3, 2008) ("Lachance Letter")

[2] *Id*.

immediately denying roaming to its competitors' customers – rather than engaging in the roaming negotiations that have always allowed private contract to govern roaming – would undermine the Commission's policy of "promoting seamless CMRS service around the country, and reducing inconsistent coverage and service qualities."[3] Wireless customers would find that seamless CMRS was a thing of the past, as their service would become unavailable whenever they traveled to an area that is now ably served through a roaming agreement entered into by their carrier. Avoiding this consumer disruption is a key reason why supporting the existing roaming system by eliminating the in-market exemption is so important.

The parties also discussed that Verizon Wireless' "alternative approach" as described in the September 3 letter may merely require companies to honor contracts that they have already signed. The letter states that the Commission could require that companies "not terminate a provision in an existing roaming agreement . . . that allows the requesting carrier to roam on the other carrier's network in markets where the requesting carrier holds spectrum" for a limited period.[4] If Verizon Wireless has signed a contract that provides for in-market roaming the company is already required to provide such roaming, of course. The real question for the Commission is how to ensure that customers continue to benefit from roaming agreements when existing contract terms expire, especially when it appears that Verizon Wireless now intends to deny in-market roaming altogether to some consumers if allowed to do so.

Sprint Nextel stated that it suspects that Verizon Wireless intended to suggest a Commission rule that would extend roaming contracts' in-market provisions for some period of years, even if a contract had expired. But the letter is ambiguous on this point. Sprint Nextel explained that in either case, merely creating a short extension of in-market roaming would only defer the negative consumer impact, because it is practically impossible for carriers to quickly expand their networks to 100 percent of the country, especially with recent changes to the Universal Service Fund.

Pursuant to the Commission's rules, a copy of this notice is being filed electronically in the above-referenced docket. If you require any additional information please contact the undersigned.

Sincerely yours,

s/ Paul Margie

Paul Margie

cc: Angela Giancarlo

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[3] *Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers, Report and Order and Further Notice of Proposed Rulemaking*, 22 FCC Rcd 15817 (2007), ¶ 27 ("*Roaming Order*").

[4] *Lachance Letter* at 2.