

OTTSEN, MAUZÉ, LEGGAT & BELZ, L.C.

ATTORNEYS AT LAW
THE MIDVALE BUILDING
112 SOUTH HANLEY
ST. LOUIS, MISSOURI 63105-3418
(314) 726-2800

THOMAS E. PULLIAM

FACSIMILE
(314) 863-3821

July 11, 2002

VIA E-MAIL AND UPS OVERNIGHT DELIVERY

Secretary of the Commission
Missouri Public Service Commission
Data Center – 1st Floor
200 Madison Street
Jefferson City, Missouri 65102

RE: TC-2002-57

Dear Judge Roberts:

Enclosed please find an original and nine (9) copies of the Statement of Position of Verizon Wireless in the above-referenced proceeding. Please file this Statement of Position in your usual manner and return the extra enclosed copy with the date of filing stamped thereon directly to the undersigned in the enclosed, self-addressed stamped envelope at your first opportunity.

If you have any questions with respect to this filing, please contact me. Thank you for your attention to and assistance with this matter.

Yours very truly,

Thomas E. Pulliam

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Enclosures

cc: Charon Harris, Esq.
John L. Clampitt
Counsel of Record

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**BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI**

Northeast Missouri Rural Telephone Company)	
and Modern Telecommunications Company,)	
)	
Petitioners,)	
)	
v.)	Case No. TC-2002-57, et al
)	consolidated
Southwestern Bell Telephone Company,)	
Southwestern Bell Wireless (Cingular),)	
VoiceStream Wireless (Western Wireless),)	
Aerial Communications, Inc., CMT Partners)	
(Verizon Wireless), Sprint Spectrum LP,)	
United States Cellular Corp., and Ameritech)	
Mobile Communications, Inc.,)	
)	
Respondents.)	

STATEMENT OF POSITION OF VERIZON WIRELESS

COME NOW Ameritech Mobile Communications, Inc., Ameritech Cellular, CMT Partners and Verizon Wireless (collectively "Verizon Wireless") and, pursuant to ORDERED paragraph 2 of the Order Adopting Procedural Schedule issued by the Missouri Public Service Commission ("Commission") dated January 22, 2002, herewith files its collective Statement of Position regarding each of the issues submitted to the Commission for consideration by the parties in this proceeding on July 2, 2002:

1. For each Wireless Carrier Respondent named in the respective complaints, have each of the Petitioners with Wireless Termination Service Tariffs established that there are any amounts due and owing for traffic that was delivered after the effective date of any of the Wireless Termination Service Tariffs?

STATEMENT OF POSITION: With respect to Verizon Wireless, none of the Petitioners with Wireless Termination Service Tariffs have established by substantial and competent

evidence that there are any amounts due and owing for traffic delivered after effective date of any of said Wireless Termination Service Tariffs. Verizon Wireless takes no position on the status of payments made by, or amounts due and owing from, any of the other Respondents.

2. In the absence of a wireless termination service tariff or an interconnection agreement, can Petitioners charge access rates for intraMTA traffic originated by wireless carriers and transited by a transiting carrier for termination to the Petitioners' respective networks?

STATEMENT OF POSITION: Both Missouri law and federal law prohibit Petitioners from charging access rates for intraMTA traffic originated by wireless carriers and transited by a transiting carrier for termination to the Petitioners' respective networks. The Commission has previously made this very ruling (twice) in Case No. TT-99-428, et al. The Federal Communications Commission ("FCC") has repeatedly stated in its orders that traffic to or from a wireless carrier's network that originates and terminates within the same MTA (*i.e.* intraMTA traffic) is not subject to interstate or intrastate access charges. See In Re Implementation of the Local Competition Provisions in The Telecommunications Act of 1996, Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, FCC No. 96-325, 11 FCC Rcd 15499 (1996), ¶1036.

3. For each Wireless Carrier Respondent named in the respective complaints, does the record support a finding that the traffic in dispute is intraMTA wireless traffic?

STATEMENT OF POSITION: With respect to Verizon Wireless, the substantial and competent evidence of the record establishes that Verizon Wireless uses an interexchange carrier ("IXC") to carry the traffic designated for Petitioners' exchanges (except those of MoKan Dial), and that Petitioners are being paid access rates for this traffic, whether such traffic is intraMTA

or interMTA. With respect to traffic terminated in Petitioner's MoKan Dial's exchanges, the record establishes that MoKan Dial treats all traffic terminated in its exchanges after February 17, 2001 as intraMTA traffic. The record is silent as to the nature of the traffic terminated to the exchanges of Petitioners' via Southwestern Bell Telephone Company ("SWBT") prior to the date in which Verizon Wireless began using IXCs to carry this traffic and the date of MoKan Dial's wireless termination service tariff. Verizon Wireless takes no position on the character of the traffic originated by any of the other Respondents.

4. What compensation, if any, is due Petitioners without wireless termination service tariffs or an interconnection agreement for intraMTA traffic originated by wireless carriers and transited by a transiting carrier for termination to the Petitioners' respective networks after the date of an order by the Commission in this case?

STATEMENT OF POSITION: The only compensation that could be legally paid to a Petitioner for intraMTA traffic originated by Verizon Wireless and transited by a transiting carrier for termination to the Petitioners' respective networks after the date of an order by the Commission in this case would be an amount equal to the minutes of usage ("MOUs") of traffic originated by Verizon Wireless and terminated to a Petitioner's exchange by the transiting carrier multiplied by said Petitioner's forward-looking, cost-based rate. Alternatively, Petitioner and Verizon Wireless could agree to a different rate by negotiation. Missouri and federal law prohibit charging access rates for this traffic, and federal law prohibits Petitioners from charging any amount to contribute to the cost of their local loop facilities, or other non-traffic sensitive elements.

5. What compensation, if any, is due Petitioners without wireless termination service tariffs or an interconnection agreement for intraMTA traffic originated by wireless carriers and

transited by a transiting carrier for termination to the Petitioners' respective networks prior to the date of an order by the Commission in this case?

STATEMENT OF POSITION: The only compensation that could be legally paid to a Petitioner for intraMTA traffic originated by Verizon Wireless and transited by a transiting carrier for termination to the Petitioners' respective networks prior to the date of an order by the Commission in this case would be an amount equal to the minutes of usage ("MOUs") of traffic originated by Verizon Wireless and terminated to a Petitioner's exchange by the transiting carrier multiplied by said Petitioner's forward-looking, cost-based rate. Long-standing prohibitions under Missouri law against retroactive ratemaking prohibit the creation and implementation of any rate developed in this proceeding and applying it to traffic terminated prior to the date of a Commission order. However, Verizon Wireless and Petitioner could by negotiation establish a forward-looking, cost-based rate to apply to this traffic, subject to the applicable statute of limitations on claims brought under the federal Communications Act.

6. For each Wireless Carrier Respondent named in the respective complaints, does the record support a finding that the traffic in dispute is interMTA traffic?

STATEMENT OF POSITION: With respect to Verizon Wireless, the substantial and competent evidence in the record does not support a finding that any of the traffic in dispute is interMTA traffic. Verizon Wireless takes no position on the character of the traffic originated by any of the other Respondents.

7. To the extent that the record supports a finding that any of the traffic in dispute is interMTA traffic for each Wireless Respondent, what amount is due under Petitioners' applicable Intrastate Access Tariffs?

STATEMENT OF POSITION: Petitioner would be entitled to compensation determined by multiplying the minutes of usage (“MOUs”) of traffic originated by Verizon Wireless and terminated to a Petitioner’s exchange by the transiting carrier by each Petitioner’s respective intrastate access rate for any traffic which the substantial and competent evidence in the record establishes is interMTA in nature.

8. Is it appropriate to impose secondary liability on transiting carriers for the traffic in dispute?

STATEMENT OF POSITION: It is not appropriate to impose secondary liability upon transiting carriers for the traffic in dispute.

9. Does the record support a finding that Petitioners are barred from collecting compensation for traffic in dispute under the principles of estoppel, waiver, or any other affirmative defense pled by any of the Wireless Carrier Respondents?

STATEMENT OF POSITION: The substantial and competent evidence in the record establishes that the Petitioners are estopped/barred from collecting any compensation for intraMTA traffic terminated to their respective exchanges until a forward-looking, cost-based rate is established. The affirmative defense of setoff requires that such compensation must be reduced by the compensation due wireless carriers for traffic originated by Petitioners. In addition, Petitioners’ claims for compensation must be stayed and/or dismissed for the reasons set forth in Verizon Wireless’ affirmative defenses filed February 5, 2002, incorporated herein by reference.

10. Are Petitioners obligated to negotiate interconnection agreements with wireless carriers on an indirect basis that provide for reciprocal compensation for traffic exchanged between their respective networks through a transiting carrier?

STATEMENT OF POSITION: Prior rulings by this Commission and orders of the FCC obligate the Petitioners to negotiate interconnection/reciprocal compensation agreements with wireless carriers in good faith that provide for reciprocal compensation for traffic exchange between their respective networks through a transiting carrier.

11. What, if any, relevance do any of the terms and conditions of Southwestern Bell Telephone Company's Wireless Interconnection Tariff (PSC Mo. No. 40) have in connection with the determination of any of the issues in this proceeding?

STATEMENT OF POSITION: The substantial and competent evidence in the record establishes beyond question that none of the traffic at issue in this proceeding is transited by Southwestern Bell Telephone Company ("SWBT") pursuant to its Wireless Interconnection Tariff (PSC Mo. No. 40). Therefore, the existence, and terms and conditions, of this Tariff are irrelevant and immaterial to any issue in this proceeding.

12. Who is responsible to pay compensation due, if any, to the Petitioners for intraMTA traffic terminated prior to the effective date of a Petitioner's Wireless Termination Tariff?

STATEMENT OF POSITION: The party with the customer that originates a call is responsible to pay compensation for local traffic when it terminates a call on another carrier's network. A carrier that serves a transiting or transport function is not responsible for paying the terminating carrier for reciprocal compensation for local traffic. If the traffic is carried by an interexchange carrier, regardless of whether the traffic is intraMTA or interMTA, then reciprocal compensation does not apply, and the IXC should pay the originating and terminating carriers switched access.

13. Should SWBT block uncompensated wireless traffic for which it serves as a transiting carrier?

STATEMENT OF POSITION: Blocking any traffic is a harsh and extreme measure which harms Missouri consumers and places them in the middle of disputes between telecommunications companies. Blocking is not good public policy.

Respectfully submitted,

OTTSEN, MAUZÉ, LEGGAT & BELZ, L.C.

By: Thomas E. Pulliam

James F. Mauzè, Esq. #18684

Thomas E. Pulliam, Esq. #31036

112 South Hanley Road

St. Louis, Missouri 63105-3418

(314) 726-2800

(314) 863-3821 (Fax)

E-Mail: jfmauze@msn.com

Attorneys for Respondent Verizon Wireless

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing was mailed, first class mail, postage pre-paid, the 12th day of July, 2002, to:

Craig S. Johnson, Esq.
Andereck, Evans, Milne,
Peace & Johnson, LLC
700 East Capitol
P.O. Box 1438
Jefferson City, Missouri 65102

Larry W. Dority, Esq.
Fischer & Dority, P.C.
101 Madison, Suite 400
Jefferson City, Missouri 65101

Eric W. Anderson, Esq.
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Michael F. Dandino, Esq.
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Paul G. Lane, Esq.
Leo J. Bub, Esq.
Southwestern Bell Telephone Company
One Bell Center, Room 3520
St. Louis, Missouri 63101

Lisa Creighton Hendricks, Esq.
Sprint Spectrum, L.P.
6450 Sprint Parkway, Bldg. 14
Mail Stop: KSOPHN0212-2A253
Overland Park, Kansas 66251

Monica M. Barone, Esq.
Sprint Spectrum, L.P.
Mail Stop KSOPHI0414
6160 Sprint Parkway, 4th Floor
Overland Park, Kansas 66251

Joseph D. Murphy, Esq.
Meyer Capel, P.C.
306 West Church Street
Champaign, Illinois 61820

Mark P. Johnson, Esq.
Sonnenschein Nath & Rosenthal
4520 Main Street, Suite 1100
Kansas City, Missouri 64111

Paul S. DeFord, Esq.
Lathrop and Gage
2345 Grand Blvd., Suite 2800
Kansas City, Missouri 64108-2612

Richard S. Brownlee, III, Esq.
Hendren and Andrae, L.L.C.
221 Bolivar Street, Suite 300
P.O. Box 1069
Jefferson City, Missouri 65102

Thomas E. Pullman
