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July 12, 2002

VIA HAND-DELIVERY

Mr. Dale Roberts
Executive Secretary
Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, Missouri 65101

FILED³
JUL 12 2002

RE: Consolidated Case No. TC-2002-57

**Missouri Public
Service Commission**

Dear Judge Roberts:

Please find enclosed the original and ten copies of the Statement of Respondents VoiceStream Wireless Corporation, Western Wireless Corporation and Aerial Communications, Inc. Concerning the Parties' List of Issues in the above-referenced case. By copy of this letter, I am forwarding a copy of this Statement to all parties of record.

If you have any questions, please give me a call.

Very truly yours,



Mark P. Johnson

MPJ/rgr
Enclosures
cc: Parties of Record (w/enclosure)

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

FILED³

JUL 12 2002

Missouri Public
Service Commission

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 RESPONDENTS VOICESTREAM WIRELESS
CORPORATION, WESTERN WIRELESS CORPORATION, AND AERIAL
COMMUNICATIONS, INC. CONCERNING THE PARTIES' LIST OF ISSUES**

Come now Respondents VoiceStream Wireless Corporation, Western Wireless Corporation, and Aerial Communications, Inc. (hereafter "the Respondents"), pursuant to Commission order, provide their positions concerning the issues presented to the Commission in this proceeding.

ISSUE 1 – TRAFFIC SUBJECT TO A WIRELESS TERMINATION TARIFF

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?

Position: This is a matter of proof for the Complainants.

**ISSUE 2 – TRAFFIC NOT SUBJECT TO A WIRELESS TERMINATION
TARIFF**

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?

Position: No. Traffic originated by wireless carriers may not be treated in the same manner as an interexchange call generated by an interexchange carrier, and thus access charges are inappropriate. The FCC has clearly stated that Complainants cannot charge access rates based upon their embedded costs for terminating local traffic. Further, the Respondents believe that the imposition of access charges on wireless-generated traffic is inconsistent with federal law requiring the negotiation of rates, terms, and conditions of interconnection, and the use of arbitration when the parties cannot agree on an interconnection agreement.

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?

Position: This is a matter of proof for the Complainants. Absent evidence to the contrary, all traffic terminated should be considered local traffic.

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?

Position: None. Absent an interconnection agreement governing the rates, terms and conditions for the transport and termination of traffic, a bill and keep or mutual

traffic exchange applies to the exchange of traffic between the Complainants and Respondents. Under bill and keep or mutual traffic exchange, the Complainants and Respondents are mutually compensated for terminating each other's traffic.

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?

Position: None. Absent an interconnection agreement governing the rates, terms and conditions for the transport and termination of traffic, a bill and keep or mutual traffic exchange applies to the exchange of traffic between the Complainants and Respondents. Under bill and keep or mutual traffic exchange, the Complainants and Respondents are mutually compensated for terminating each other's traffic.

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?

Position: This is a matter of proof for the Complainants. No evidence has been submitted establishing that the traffic in dispute is interMTA traffic.

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?

Position: None. No amount would be due because both the Complainants and Respondents would be terminating interMTA traffic under a bill and keep compensation arrangement, absent an interconnection agreement.

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

Position: Respondents have no position on this issue.

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?

Position: Yes. The Complainants have failed to negotiate appropriate interconnection agreements with the Respondents, despite the requirements of federal law, and as such are now estopped from seeking relief under state law.

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?

Position: Yes. The Act clearly requires interconnecting carriers to negotiate interconnection agreements governing the exchange of local traffic. The Complainants cannot lawfully circumvent the Act by unilaterally establishing wireless termination tariffs.

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?

Position: None. That case was decided on a different set of facts.

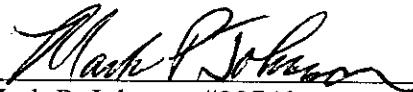
12. Who is responsible to pay compensation due, if any, to the Petitioners for intraMTA traffic terminated prior to the effective date of a Petitioner's Wireless Termination Tariff?

Position: No one, as no compensation is due. The exchange of traffic prior to and after the unlawful wireless termination tariffs is governed by bill and keep or mutual traffic exchange.

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

Position: No. Such blocking is unlawful. The Respondents believe that the wireless carriers and the Complainants should enter into appropriate interconnection agreements, either through negotiation or arbitration, which would negate any concern with the blocking of traffic by transiting carriers.

Respectfully submitted,

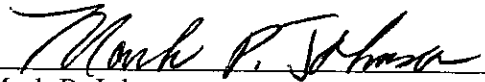


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ATTORNEYS FOR VOICESTREAM
WIRELESS CORPORATION, WESTERN
WIRELESS CORPORATION, AND
AERIAL COMMUNICATIONS, INC.

Certificate of Service

The undersigned certifies that a true and final copy of the foregoing was served by United States mail, first class, postage prepaid, on all parties of record, on this 12th day of July, 2002.



Mark P. Johnson