June 18, 2007

Elizabeth O'Donnell  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

Re: Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, Case No. 2006-00215


Petition of Duo County Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With Celco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996 Case No. 2006-00217
Case No. 2006-00292


Petition of Logan Telephone Cooperative Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, Case No. 2006-00218

Case No. 2006-00296

Petition of North Central Telephone Cooperative Corporation, Inc., For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular Corporation f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996, Case No. 2006-00252

Case No. 2006-00298


Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, Case No. 2006-00220

Dear Ms. O'Donnell:

Enclosed and hereby filed with the Commission in connection with the above-referenced matters please find 22 copies of CMRS Providers' Supplemental Filing Regarding Conformed Interconnection Agreement. Please place your file-stamp on the extra copy and return to me via the enclosed postage-paid, self-addressed envelope.

Please do not hesitate to contact me if you have any further questions with regard to this matter.

Very truly yours,

STOLL KEENON OGDEN PLLC

Douglas F. Brent

LOU 108410/124567/480548.1
COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Petition of Ballard Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement With American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996 Case No. 2006-00215

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Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular f/k/a ACC Kentucky License LLC, Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996 Case No. 2006-00220
Petition of North Central Telephone Cooperative Corporation, For Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with American Cellular Corporation f/k/a ACC Kentucky License LLC, Pursuant To the Communications Act of 1934, As Amended by the Telecommunications Act of 1996


Case No. 2006-00252

Case No. 2006-00255

Case No. 2006-00292

Case No. 2006-00288

Case No. 2006-00294


Case No. 2006-00296


Case No. 2006-00298


Case No. 2006-00300
CMRS PROVIDERS’ SUPPLEMENTAL FILING REGARDING CONFORMED INTERCONNECTION AGREEMENT

On April 18, 2007, pursuant to the Commission’s orders issued on March 19, 2007 ("March 19 Order") and December 22, 2006 ("Dec. 22 Order"), the CMRS Providers\(^1\) submitted their proposed conformed interconnection agreement. The Commission has not acted on that filing.

In accordance with 47 U.S.C. § 252(e)(2)(B), the Commission may only approve arbitrated provisions of an interconnection agreement if those provisions meet the requirements of 47 U.S.C. § 251 and the FCC’s Rules. If an arbitrated provision fails to meet that standard, it may not be approved, and the Commission should require the filing of a revised conformed agreement that is consistent with federal law.

Issues 1 and 9 in this case related to whether the RLECs were obligated to pay the CMRS Providers reciprocal compensation for calls that were delivered via an intermediary carrier. In its March 19 Order and its Dec. 22 Order the Commission determined that intraMTA calls delivered via an interexchange carrier are “toll” calls and not subject to reciprocal compensation. March 19 Order, p. 7; Dec. 22 Order, pp. 12-13. The parties agreed on conformed language to implement this decision, subject to the CMRS Providers’ reservation of rights to challenge the Commission’s decision and the approval of the conforming language in accordance with 47 U.S.C. § 252(e)(6). See Conformed ICA, §§ 3.2, 3.3.

\(^1\) Alltel Communications, Inc. ("Alltel"); Sprint Spectrum L.P., on behalf of itself and SprintCom, Inc., d/b/a Sprint PCS ("Sprint PCS"); T-Mobile USA, Inc., Powertel/Memphis, Inc., and T-Mobile Central LLC ("T-Mobile"); and Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated, and Kentucky RSA No. 1 Partnership ("Verizon Wireless"). New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC, BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless have not joined this filing.
On June 11, 2007, the Eighth Circuit Court of Appeals joined several other federal courts in deciding that the FCC’s reciprocal compensation rules require an RLEC to pay reciprocal compensation for intraMTA calls even when such calls are dialed on a 1+ basis and routed through an interexchange carrier. *Alma Communications Co. v. Missouri Pub. Serv. Comm’n*, --- F.3d ---, 2007 WL 1661962 (8th Cir. June 11, 2007) (Attached as Exhibit A hereto). The Court rejected numerous arguments of the RLECs in that case, finding that:

- This issue had been properly resolved by other federal courts;
- The fact that an interexchange carrier is involved in the call is not relevant to the application of the FCC’s reciprocal compensation rules; and
- The RLEC’s obligation to hand off a 1+ call to the customer’s chosen carrier does not eliminate the RLEC’s obligation to pay reciprocal compensation for intraMTA traffic.\(^2\)

The Commission’s decision on Issues 1 and 9 cannot be reconciled with the *Alma* decision, and is erroneous as a matter of law. Based on the *Alma* decision (along with other federal court decisions previously cited), Sections 3.3 and 3.4 of the conformed agreements filed for approval with the Commission are inconsistent with 47 U.S.C. 251(b)(5) and the FCC’s reciprocal compensation rules and therefore do not meet the requirements of 47 U.S.C. § 252(e)(2)(B). For this reason the Commission should reject those sections and require the parties to re-file conformed agreements that properly implement federal law on this point.

\(^2\) The Commission should note that the Eighth Circuit’s conclusion *affirmed* that of the Missouri Public Service Commission and the federal district court. Every decision maker in that case agreed that the dialing of a “1” and the presence of an interexchange carrier did not determine whether reciprocal compensation was owed.
Dated: June 18, 2007

By: Kendrick R. Riggs
Douglas F. Brent

STOLL KEENON OGDEN PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 333-6000
(502) 627-8722 (fax)
kendrick.riggs@skofirm.com

and

Philip R. Schenkenberg

BRIGGS AND MORGAN, P.A.
2200 IDS Center
Minneapolis, Minnesota 55402
(612) 977-8400
(612) 977-8650 (fax)
pschenkenberg@briggs.com

ATTORNEYS FOR T-MOBILE USA, INC., POWERTEL/MEMPHIS, INC. AND T-MOBILE CENTRAL LLC (“T-MOBILE”) AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS, GTE WIRELESS OF THE MIDWEST INCORPORATED, AND KENTUCKY RSA NO. 1 PARTNERSHIP (“VERIZON WIRELESS”)
Dated: June 18, 2007

By: s/ John N. Hughes
John N. Hughes

ATTORNEY AT LAW
124 West Todd Street
Frankfort, Kentucky 40601
(502) 227-7270
(502) 875-7059 (fax)

and

William R. Atkinson
Douglas C. Nelson

SPRINT NEXTEL
233 Peachtree St., NE
Suite 2200 Atlanta, Georgia 30303
(404) 649-0005
(404) 649-0009 (fax)
Bill.Atkinson@sprint.com

ATTORNEYS FOR SPRINT SPECTRUM L.P., ON BEHALF OF ITSELF AND SPRINTCOM, INC. D/B/A SPRINT PCS
Dated: June 18, 2007

By: s/ Mark R. Overstreet
Mark R. Overstreet

STITES & HARBISON PLLC
421 West Main Street
P.O. Box 634
Frankfort, Kentucky 40602-0634
(502) 223-3477
(502) 223-3477 (fax)
moverstreet@stites.com

and

Stephen B. Rowell

ALLTEL COMMUNICATIONS, INC.
One Allied Drive
Little Rock, Arkansas 72202-2099
(501) 905-8460
(501) 905-4443 (fax)
Stephen.B.Rowell@alltel.com

ATTORNEYS FOR ALLTEL COMMUNICATIONS, INC.
CERTIFICATE OF SERVICE

This is to certify that a copy of the CMRS PROVIDERS' SUPPLEMENTAL FILING REGARDING CONFORMED INTERCONNECTION AGREEMENT was served on the parties listed below by electronic mail (as indicated) and by depositing in the United States mail, first class and postage prepaid, on the 18th day of June, 2007.

John E. Selent
Holly C. Wallace
Edward T. Depp
Linda Bandy
Dinsmore & Shohl, LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
SELECT@DINSLAW.com
tip.depp@dinslaw.com
HWALLACE@DINSLAW.com
Counsel for West Kentucky, Ballard Rural, South Central, Duo County, Brandenburg Telephone, Foothills Rural, Gearheart Communications, Logan Telephone, Mountain Rural, North Central, Peoples Rural, Thacker-Grigsby

Thomas Sams
NTCH, Inc.
1600 Ute Avenue, Suite 10
Grand Junction, Colorado 81501

Bhogan M. Modi
Vice President
ComScape Communications, Inc.
1926 10th Avenue, North
Suite 305
West Palm Beach, FL 33461

William G. Francis
Francis, Kendrick and Francis
504 First Commonwealth Bank Building
311 North Arnold Avenue
Prestonsburg, KY 41653-0268

NTCH-West, Inc.
Suite E
1970 North Highland Avenue
Jackson, TN 38305

James Dean Liebman
Liebman & Liebman
403 West Main Street
P. O. Box 478
Frankfort, KY 40602-0478
This case presents the question of whether land-line telephone calls to cell phones within the same locale are treated as local calls or long-distance calls by the FCC. The district court, reviewing a decision of the Missouri Public Service Commission, held that the plain language of the FCC's regulation required such calls to be treated as local calls, even when such calls were routed through a long-distance carrier. We affirm the judgment of the district court.

FN1. The Honorable Nanette K. Laughrey, United States District Judge for the Western District of Missouri.

FN2. Chariton Valley Telephone Corporation, Mid-Missouri Telephone Company, and Northeast Missouri Rural Telephone Company.

I. Background.

We borrow heavily from the background supplied by the district court, which took the alphabet soup served up by the parties and rendered it into serviceable English. The legal landscape of this case is the bifurcated local/long-distance system for allocating costs between telephone service providers; this controversy, as others we have entertained, arises because cell-phone providers do not fit neatly into the bifurcated system. See Rural Iowa Indep. Tel. Ass'n v. Iowa Util. Bd., 476 F.3d 572, 574 (8th Cir.2007); Iowa Network Servs., Inc. v. Qwest, 363 F.3d 683, 687 (8th Cir.2004) (Iowa Network Services I).

Alma is a "local exchange carrier" or "LEC," in other words, a local telephone company providing traditional land-line phone services. Local exchange carriers usually serve a small local service area covering a few local exchanges (exchanges being designated by the first three numbers of a seven-digit phone number). More specifically, Alma is a rural incumbent local exchange carrier. "Incumbent" means that it was the telephone company in possession of its area at the time that the Telecommunications Act of 1996 opened up local service to competition.

Before the Telecommunications Act of 1996, all customers in a local exchange carrier's geographical area would be serviced by one local exchange carrier, which connected the caller and recipient of a local call. The 1996 Act opened local service areas up to competition, so that different carriers might serve
caller and recipient even in the same exchange area. Iowa Network Services I, 363 F.3d at 685-86. Land-line calls placed and received within a "local service area" are local calls, as opposed to "toll" or "long-distance" calls. Id. at 686. Local exchange carriers serving the same area may have a "direct" connection with each other, which means that there is an actual physical point of interconnection between the carriers' networks.\footnote{FN3. The record suggests that there may be other, more complicated ways to connect local land-line to land-line calls, but they are not at issue here.} \footnote{FN4. "Termination" is the "switching of the telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises." \textit{47 C.F.R.} \textsection{51.701(d).} \footnote{FN5. The term "commercial mobile radio service" includes providers of many services other than cell-phone service. See \textit{In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers.}, 11 F.C.C.R. \textsection{15499, 15517 (1996).} \footnote{FN2. In the 1996 Act, Congress required the carriers to enter into "reciprocal compensation arrangements," whereby the carrier for the caller would compensate the recipient's carrier for its costs in transporting and terminating local calls. See \textit{47 U.S.C.} \textsection{251(b) (enumerating duties of local exchange carriers, including "[t]he duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications").} \footnote{FN6.} When a land-line customer calls a land-line number outside of the local service area, there may be no direct connection between the local exchange carriers involved. In that case, the call does not go directly from one local exchange carrier to the other, but is routed through an intermediary long-distance carrier (known as an "interexchange carrier" or "IXC"). The customer chooses a long-distance carrier and pays it for long-distance service. However, the long-distance carrier cannot complete the calls by itself. A local exchange carrier has to originate the call and another one has to terminate it. The long-distance provider pays the local exchange carriers "access compensation" for their services in connecting the call.

The distinction between local calls (funded by reciprocal compensation) and long-distance (funded by access compensation) becomes less clear when one of the parties to the call is using a cell phone instead of a land line. Cell-phone service is provided by a "commercial mobile radio service," instead of a local exchange carrier.\footnote{FN5.} Rather than the "local service area" that defines the boundaries for local calls on land lines, a "major trading area," which is a larger area, defines which cell-phone calls are local. Iowa Network Servs. I, 363 F.3d at 687 (citing \textit{47 C.F.R.} \textsection{51.701(b)(2)}; \textit{Rural Iowa Indep. Tel. Ass'n}, 476 F.3d at 574.

When the local exchange carrier and the cell-phone provider's networks are connected directly, then the costs are handled by a reciprocal compensation agreement between the local exchange company and the wireless company, just as if the call were a traditional local call. On the other hand, if the land-line customer calls a cell-phone customer situated outside the major trading area, the call will be routed through a long-distance carrier and the costs will be covered by access compensation.

However, when the cell-phone provider chooses not to connect directly with the local exchange carrier's network, even a call from the same major trading area-and for that matter, even a call from the same local service area, has to go through an intermediary. The cell-phone provider is thus "indirectly interconnected" with the local exchange carrier's network. The intermediary carrier does not have to be a long-distance carrier, however, since large local exchange carriers, such as Southwestern Bell Telephone, can act as "transiting carriers." In fact, cell-phone companies usually do not choose to
connect directly with rural local exchange carriers, because the volume of business does not make it economically advantageous for the cell-phone company to do so. The question in this case is whether the compensation model for such calls should be governed by the fact that both parties to the call are situated within the same major trading area or whether it should be governed by the fact that the call was routed through a long-distance carrier.

This litigation.

*3 T-Mobile is a cell-phone company which does not have a direct connection to Alma's networks, having chosen instead to directly interconnect with Southwestern Bell Telephone, a large incumbent local exchange carrier, in Kansas City. Southwestern Bell is directly connected with Alma. When a call is placed from T-Mobile's cell phones to one of Alma's land-line customers, T-Mobile connects the call either through Southwestern Bell, which acts as a transiting carrier, or through a long-distance carrier; in either case, T-Mobile pays the intermediary carrier. When the cell-phone to land-line traffic is carried through a transiting carrier, T-Mobile pays Alma reciprocal compensation. When the cell-phone to land-line traffic goes through an interexchange carrier, T-Mobile pays the interexchange carrier both for the interexchange carrier's services and for the fee the terminating local exchange carrier charges to deliver the call.

The dispute in this case concerns calls going in the other direction, from a land line to a cell phone. For what Alma calls "historical and regulatory reasons," Alma does not send any of its calls to T-Mobile through a transiting carrier, but instead sends all traffic bound for T-Mobile through a long-distance carrier. Even calls to a T-Mobile phone that originate and terminate within Alma's local service area are routed through a long-distance carrier, with the result that Alma's customers have to dial 1 to reach even a T-Mobile customer next door.

Alma insists that it has no choice but to send T-Mobile's calls through a long-distance carrier and that those calls are therefore inherently long-distance in nature. Alma introduced evidence before the arbitrator that it would be legally and technically problematic and "a major change" from how such calls are currently handled in Missouri for Alma to deliver such calls without going through an interexchange carrier. T-Mobile introduced evidence before the arbitrator that it would be possible for the local exchange carriers to route calls to T-Mobile without sending it to a long-distance provider. EN8 Alma's witnesses testified that the cell-phone companies ought to eliminate the problem by "negotiating an interconnection agreement with us and getting local numbers." T-Mobile answers that it would be economically wasteful for each cell-phone carrier to connect directly to each rural exchange. FN7 Moreover, there was testimony that even if T-Mobile were to establish a direct connection with the respective local exchange carriers, the local exchange carriers would only be able to connect calls directly to numbers assigned within their local service area, not throughout the entire major trading area.

FN6. T-Mobile's testimony before the state commission was that the local exchange carriers made a business decision to hand land-line to cell-phone calls to an interexchange carrier by requiring their customers to dial 1 to reach. T-Mobile's witness Billy Pruitt testified:

T-Mobile understands that the LECs [local exchange carriers] deliver one-plus traffic to IXCs [interexchange carriers] because they do not have CMRS [commercial mobile radio service] provider NPA/NXXs [codes identifying geographic area and central office] identified in their tariffs and loaded into their switches. However, this NPA/NXX [codes identifying geographic area and central office] information is contained in the LERG [local exchange rating guide] and could be loaded by the LECs [local exchange carriers] into their switches if they chose to do so. They have simply chosen not to do that, at least to date. There is nothing in the Act or the rules that mandate that the current legacy landline processes be applied to NPA/NXXs [codes identifying geographic area and central office] associated with CMRS [commercial mobile radio service] calls. The LECs [local exchange carriers] are consciously handing CMRS [commercial mobile radio service]-directed traffic to an IXC [interexchange carrier] and treating it as toll traffic under a traditional wireline view, resulting in 1) preservation of the LECs' [local exchange carriers'] access charge revenue stream and 2) avoidance of paying CMRS [commercial mobile radio service] providers the termination charges required under the reciprocal compensation rules.
In short, Alma would like land-line to cell-phone calls to be treated as long-distance calls, so that Alma would not have to pay reciprocal compensation to T-Mobile and so Alma can collect access compensation from the long-distance providers. T-Mobile, on the other hand, pays Alma reciprocal compensation for cell-phone to land-line calls and it wants to be paid symmetrical reciprocal compensation by Alma for its role in terminating intra-major trading area calls placed by Alma's customers. T-Mobile would not benefit from such calls being called long-distance, since it has not been able to get the long-distance carriers to pay it access compensation.

Alma was required by law to negotiate an interconnection agreement with T-Mobile, pursuant to 47 U.S.C. § 251(e)(1). The parties could not agree on how to characterize all the calls on which they cooperated, and in particular, the parties could not agree on whether land-line to cell calls within a major trading area should be covered by reciprocal compensation. Alma filed a petition for arbitration with the Missouri Public Service Commission in accordance with 47 U.S.C. § 252(b), which provides that the parties in interconnection negotiations may submit unresolved issues to arbitration by the state commission. The dispute was arbitrated, and the arbitrator interpreted the FCC regulation, 47 C.F.R. § 51.701, to require Alma to compensate T-Mobile for costs incurred in transporting and terminating land-line to cell-phone calls placed to cell phones within the same major trading area, even if those calls were routed through a long-distance carrier.


II.

The district court reviews the state commission's decision pursuant to 47 U.S.C. § 252(e)(6), reviewing its interpretations of federal law de novo, but upholding its factual conclusions unless they are arbitrary and capricious. ACE Tel. Ass'n v. Koppelrandaver, 432 F.3d 876, 878 (8th Cir.2005). We review the district court's decision de novo, applying the same standards the district court is required to employ. Id. In our interpretation of the Telecommunications Act, we defer to existing interpretations by the FCC, which Congress authorized to interpret and administer the Act. License, LLC v. Boyle, 459 F.3d 880, 890 (8th Cir.2006).

The arbitrator considered the issue before him to be strictly a legal issue and did not resolve any factual questions in deciding the issue. Our review of the state commission's decision in this case thus involves a legal issue, which we review de novo.

III.

In its brief on appeal, Alma argues that FCC rules governing reciprocal compensation do not include calls made from a local exchange carrier's customer to a cell phone that are routed through a long-distance provider. Alma argues that 47 C.F.R. § 51.701, the regulation that mandates the use of transport and termination (reciprocal) pricing, does not include traffic involving a long-distance carrier. This argument was squarely rejected by the Tenth Circuit in Atlas Telephone Co. v. Oklahoma Corp.
unambiguous, and on its face admits of no exceptions." Id. at 1264. "Nothing in the text of these provisions provides support for RTC's contention that reciprocal compensation requirements do not apply when traffic is transported on an IXC [interexchange carrier] network." Id. Alma contends that Atlas was wrongly decided. We need not rehearse Alma's arguments attacking the Atlas decision, for our circuit has now adopted its reasoning in three different cases.

FN8. Section 51.701 defines "telecommunications traffic" as including (1) traffic exchanged between a local exchange provider and a telecommunications provider other than a commercial mobile radio service provider, except for traffic that is interstate or intrastate exchange access, information access, or exchange services for such access; and (2) traffic "exchanged between" a local exchange provider and a Commercial Mobile Radio Service provider that, at the beginning of the call, originates and terminates within the same major trading area. See 47 C.F.R. § 51.701(b). The second paragraph, 47 C.F.R. § 51.701(b)(2), announces flatly that calls involving a cell phone in which the caller and receiver are in the same major trading area when the call is placed are covered by the transport and termination pricing regulations.

*5 After briefing in this case, our court rendered its second decision in Iowa Network Services, Inc. v. Qwest Corp., 466 F.3d 1091 (8th Cir.2006) (Iowa Network Services II), cert. denied, No. 06-1217, 2007 WL 698901 (U.S. May 14, 2007), in which we held that an intermediary carrier was not required to pay access charges for cell-phone to land-line calls originating and terminating within a major trading area. See Iowa Network Servs. v. Qwest Corp., 363 F.3d 683, 687 (8th Cir.2004) (Iowa Network Services I) (facts involve "traffic which occurs when a cell-phone user located within the Des Moines MTA [major trading area] initiates a call to a land-line customer of one of the Iowa independent LEC's [local exchange carriers], and the cell-phone user's CMRS [commercial mobile radio service] provider uses Qwest's network to transport the call to [the local exchange carrier's] network for final termination on the LEC's [local exchange carrier's] infrastructure to the called party."). We relied on the FCC's Local Competition Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and In the Matter of Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, 11 F.C.C.R. 15499 (1996), to conclude that cell-phone calls within a major trading area are "local" calls subject to reciprocal compensation arrangements, not "long-distance" calls subject to access compensation. 466 F.3d at 1096-97. We further upheld the state commission's order requiring the local exchange carriers and the intermediary to enter into reciprocal compensation negotiations. Id. at 1097-98. Iowa Network Services II thus explodes the idea that a cell-phone call made and received within a major trading area is transformed into a long-distance call simply by being routed through a long-distance carrier.

In Rural Iowa Independent Telephone Association v. Iowa Utilities Board, 476 F.3d 572, 576-77 (8th Cir.2007), we further reinforced the principle that cell-phone calls made and received within the major trading area are subject to reciprocal compensation, rather than access compensation. We relied on Iowa Network Services II to uphold a state commission's order that rural local exchange carriers were not entitled to access compensation from a transiting carrier that connected calls from a cell-phone to a land-line. The state commission had also ordered "requiring terminating carriers [i.e., local exchange carriers] to negotiate interconnection agreements [for reciprocal compensation] directly with originating wireless carriers." Id. at 577; see id. at 575 (order was specifically to negotiate reciprocal compensation arrangement). We held this order was within the state commission's authority. Id. at 577. Finally, the state commission had ruled that the local exchange carriers were not entitled to route land-line to cell-phone traffic through a long-distance carrier because allowing them to do so would discourage land-line customers from calling cell phones and thus interfere with the symmetry of the cell-phone/land-line traffic; we upheld this aspect of the order as well. Id. at 577-78.

*6 At oral argument, Alma distinguished Iowa Network Services II on the ground that it involved cell-phone to land-line traffic, rather than land-line to cell-phone traffic. Alma has thus retreated from its original argument that any involvement by an
interexchange carrier would make a call long-
distance and now advances a modified argument that
origination by the long-distance carrier or 1 dialing makes a call long-distance. According to
Alma, the reason this makes a difference is that in the
case of land-line to cell-phone calls placed by Alma's
customers, the caller has to dial 1 to initiate the
call, which means that the long-distance provider of
the consumer's choice, rather than the local exchange
carrier, bills the consumer. Alma contends that if the
long-distance provider bills the consumer, the
consumer is the customer of the long-distance
provider, not the local exchange company, and the
local exchange company has no obligation to pay
reciprocal compensation. Alma argues that calls going from cell phones to land lines are different
because T-Mobile is not obliged to let its customers
choose their long-distance carrier or to hand off long-
distance calls to the customer's chosen carrier.
Therefore, even though T-Mobile pays Alma
reciprocal compensation for cell-phone to land-line
calls, Alma contends that it should not pay T-Mobile
such compensation for traffic going in the opposite
direction. This argument depends on the factual
proposition that calls to a cell phone from a local
exchange carrier's network have to be initiated by
dialing 1, a proposition which has been rejected by
the state commission order we recently upheld in
Rural Iowa Independent Telephone Association, 476
F.3d at 578 ("[W]e conclude the IUB acted within its
authority when it directed the rural carriers to allow
their customers to dial intraMTA [major trading area]
calls as local calls.").

At any rate, we cannot accept Alma's argument that
intra-major trading area land-line to cell-phone calls are not subject to reciprocal compensation, for
we relied on Atlas to reject an analogous argument in
WWC License. There, a cell-phone provider sought a
ruling that the incumbent local exchange carrier was
obliged to provide local dialing parity for land-line to
cell-phone calls. Local dialing parity means that
customers can make local calls dialing the same
number of digits, no matter who is the recipient's
service provider. 47 C.F.R. § 51.207. Local dialing
parity, like reciprocal compensation, is one of the
obligations imposed on local exchange carriers by
Title 47 U.S.C. § 251(b). The local exchange carrier
in WWC License, like Alma in this case, argued that
because the cell-phone provider had not directly
connected to the local exchange carrier's network, it
was necessary for land-line to cell-phone calls to be
routed through an interexchange carrier. In WWC
License, the indirect connection meant that the only
way to connect land-line customers to cell customers
using the local exchange carrier's existing equipment
was to require customers to dial 1 the ten-digit
number. The state commission had held that because
the cell-phone provider had chosen not to connect
directly with the local exchange carrier, thereby
necessitating the involvement of an intermediary
carrier to complete local calls, the local exchange
carrier was not obliged to provide local dialing parity.
Id. at 889. We held that the state commission had
erred in a question of federal law, for the duty to
provide local dialing parity was not conditioned on
whether the caller's local exchange carrier would
have to route the call through an interexchange
service. Id. at 889-93. We rejected fact-bound
arguments about the technical feasibility of
complying with the duties imposed on local exchange
carriers by 47 U.S.C. § 251(b), even though we
acknowledged that the effect of the holding was to
impose costs on the local exchange carrier as a result
of the cell-phone carrier's decision not to connect
directly with the local exchange carrier, see id. at
889. We said, "The statutory duties under examination are not limited with reference to
technical feasibility or expense." Id. at 893.

*7 Our holding in WWC License is particularly
relevant here because we reasoned that the duty of
dialing parity was analogous to the duty of reciprocal
compensation.\footnote{FN9} We therefore relied on Atlas's
holding that the FCC had made the major trading area
the "local area for the purpose of reciprocal
compensation," rather than making direct connection
the criterion for deciding what calls would be treated
as local. Id. at 891-92.

\footnote{FN9} In fact, the issue of whether such calls
triggered the reciprocal compensation obligation was at issue in the district court in
WWC License. The district court held that
calls within the major trading area were
subject to reciprocal compensation, regardless of whether they had to be routed
through the interexchange carrier. Neither
party appealed that ruling. See Boyle, 459
F.3d at 888 n. 6.

Our reliance on Atlas in WWC License compels us to
reject Alma's argument that the involvement of an
interexchange carrier at the originating end of the call
means that the call cannot be subject to reciprocal
compensation.
Accordingly, we are bound by circuit precedent to hold that calls from a land line to a cell phone placed and received within the same major trading area are local calls, subject to the reciprocal compensation arrangements ordained by the 1996 Telecommunications Act, 47 U.S.C. § 251(b)(5). We affirm the judgment of the district court.

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