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June 14, 2006

VIA FEDERAL EXPRESS

Ms. Carole Washburn
Executive Secretary
WA Utilities & Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Dr., SW
Olympia, WA 98504-7250

Re: *Pacific Bell Wireless Northwest, LLC v. Qwest Corporation*
Docket No. UT-_____

Dear Ms. Washburn:

Please find enclosed for filing Pacific Bell Wireless Northwest's (a/k/a Cingular's) original Complaint and twelve three-hole punched copies of same. Thank you in advance for your assistance.

Very truly yours,

Davis Wright Tremaine LLP

Colleen Johnson
Temporary Secretary
(On behalf of Gregory J. Kopta)

Enclosures

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UTL AND TRAFFIC
COMMUNICATIONS

BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

PACIFIC BELL WIRELESS
NORTHWEST, LLC,

Complainant,

v.

QWEST CORPORATION,

Respondent.

Docket No. UT-

COMPLAINT

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WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Pursuant to RCW 80.04.110 and WAC 480-07-305, Pacific Bell Wireless Northwest, LLC, more commonly known as Cingular Wireless (“Cingular”), brings the following Complaint against Qwest Corporation (“Qwest”).

In support of its Complaint, Cingular alleges as follows:

1. The names, addresses, and telephone numbers of the persons to whom communications should be addressed are:

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PARTIES

2. Complainant. Cingular is a commercial mobile radio service (“CMRS”) provider with licenses and authority from the Federal Communications Commission (“FCC”) to provide services in Washington.

3. Respondent. Qwest is an incumbent local exchange company (“ILEC”), as defined in 47 U.S.C. § 251(h) and provides local exchange and other telecommunications services throughout the State of Washington.

JURISDICTION

4. Commission Jurisdiction. The Commission has jurisdiction over this Complaint and Respondent Qwest pursuant to RCW 80.01.040, RCW 80.04.110, RCW 80.36.170, RCW 80.36.180, RCW 80.36.186, RCW 80.36.610, and 47 U.S.C. § 252.

FACTS

5. Interconnection Agreement. Cingular and Qwest are parties to the Wireless Interconnection Agreement Between Qwest Corporation, f/k/a U S WEST Communications, Inc. (“Qwest”) and Cingular as a successor to GTE Mobilenet Incorporated (“Interconnection Agreement”).

6. Reciprocal Compensation. Pursuant to the Interconnection Agreement, Cingular and Qwest exchange local calls between their respective customers. The parties compensate each other for the transport and termination of this traffic at the reciprocal compensation rates specified in the Agreement.

7. SS7 Signaling Charges. Beginning in August 2003, Qwest began billing Cingular for Signaling System 7 (“SS7”) signaling on all local calls exchanged between the companies, including local calls originated on Qwest’s network.

8. SS7 Signaling. SS7 signaling enables telecommunications switches to properly route calls. Both Cingular and Qwest use their own respective SS7 signaling to route all telecommunications traffic on their respective networks, including calls originated to, and received from, each other.

9. Dispute. Cingular paid the SS7 signaling charges that Qwest billed. In August 2005, Cingular disputed these charges and requested that Qwest discontinue billing them and refund the amounts that Cingular had paid. Qwest denied Cingular's dispute in October 2005.

10. Submission of POM Updates. In order to discontinue Qwest's billing of SS7 signaling charges on local traffic, Cingular began to submit a "PIU and POM Quarterly Update" form to Qwest after Qwest denied Cingular's dispute. Cingular conditioned its submission of the Qwest form on the following reservation:

The interconnection agreements between Qwest and Cingular in Washington and Oregon, rather than Qwest's tariffs, govern SS7 Signaling for traffic that Cingular exchanges with Qwest within an MTA. These agreements include no charge for SS7 Signaling MSUs. Nor do the agreements include any requirement to provide PIU and POM Quarterly Updates ("POM Updates"). Cingular continues to maintain its positions that Cingular is in no way obligated to provide POM Updates to Qwest for intraMTA traffic and that Qwest is not entitled to impose any SS7 Signaling MSU charges for intraMTA traffic, regardless of whether Cingular provides POM Updates.

11. Cessation of Charges. Beginning in November 2005, Qwest discontinued billing Cingular SS7 signaling charges for local traffic.

CLAIMS FOR RELIEF

A. Breach of Interconnection Agreement.

12. Cingular realleges and incorporates by reference the allegations in paragraphs 1-11 above as if fully set forth herein.

13. Section 4.4.1.1 of the Interconnection Agreement provides, "The Parties agree that call termination rates as described in Appendix A will apply reciprocally for

the termination of local traffic per minute of use.” Appendix A includes multiple usage rates for switching and transport, but includes no rate for SS7 signaling.

14. The only charges that Qwest may bill Cingular for the exchange of local traffic are expressly set forth in the Interconnection Agreement. By billing Cingular for SS7 signaling in connection with the parties’ exchange of local traffic, Qwest breached the Interconnection Agreement.

B. Violation of RCW 80.36.170 (Unreasonable Preference Prohibited)

15. Cingular realleges and incorporates by reference the allegations in paragraphs 1-11 above as if fully set forth herein.

16. RCW 80.36.170 provides in relevant part:

No telecommunications company shall make or give any undue or unreasonable preference or advantage to any person, corporation, or locality, or subject any particular person, corporation, or locality to any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

17. The Commission has never authorized Qwest to charge for SS7 signaling for local traffic it exchanges with other local service providers. On information and belief, other local service providers do not pay Qwest for SS7 signaling in connection with the exchange of local traffic. Nor does Qwest pay Cingular or any other local service provider for SS7 signaling in connection with the exchange of local traffic.

18. By charging Cingular for SS7 signaling in connection with the exchange of local traffic, Qwest granted an undue preference to itself and to other local service providers who do not pay such charges and subjected Cingular to undue prejudice or disadvantage in violation of RCW 80.36.170.

C. Violation of RCW 80.36.180 (Rate Discrimination Prohibited)

19. Cingular realleges and incorporates by reference the allegations in paragraphs 1-11 above as if fully set forth herein.

20. RCW 80.36.180 provides in relevant part:

No telecommunications company shall, directly or indirectly, or by any special rate, rebate, drawback or other device or method, unduly or unreasonably charge, demand, collect or receive from any person or corporation a greater or less compensation for any service rendered or to be rendered with respect to communication by telecommunications or in connection therewith, except as authorized in this title or Title 81 RCW than it charges, demands, collects or receives from any other person or corporation for doing a like and contemporaneous service with respect to communication by telecommunications under the same or substantially the same circumstances and conditions.

21. The Commission has never authorized Qwest to charge for SS7 signaling for local traffic it exchanges with other local service providers. On information and belief, other local service providers do not pay Qwest for SS7 signaling in connection with the exchange of local traffic. Nor does Qwest pay Cingular or any other local service provider for SS7 signaling in connection with the exchange of local traffic.

22. By charging Cingular for SS7 signaling in connection with the exchange of local traffic, Qwest engaged in rate discrimination in violation of RCW 80.36.180.

D. Violation of RCW 80.36.186 (Pricing of or Access to Noncompetitive Services)

23. Cingular realleges and incorporates by reference the allegations in paragraphs 1-11 above as if fully set forth herein.

24. RCW 80.36.186 provides (with emphasis added):

Notwithstanding any other provision of this chapter, **no telecommunications company providing noncompetitive**

services shall, as to the pricing of or access to noncompetitive services, make or grant any undue or unreasonable preference or advantage to itself or to any other person providing telecommunications service, nor subject any telecommunications company to any undue or unreasonable prejudice or competitive disadvantage. The commission shall have primary jurisdiction to determine whether any rate, regulation, or practice of a telecommunications company violates this section.

25. The Commission has never authorized Qwest to charge for SS7 signaling for local traffic it exchanges with other local service providers. On information and belief, other local service providers do not pay Qwest for SS7 signaling in connection with the exchange of local traffic. Nor does Qwest pay Cingular or any other local service provider for SS7 signaling in connection with the exchange of local traffic.

26. By charging Cingular for SS7 signaling in connection with the exchange of local traffic, Qwest granted an undue preference to itself and to other local service providers who do not pay such charges and subjected Cingular to undue prejudice or competitive disadvantage in violation of RCW 80.36.186.

E. Violation of Federal Law

27. Cingular realleges and incorporates by reference the allegations in paragraphs 1-11 above as if fully set forth herein.

28. 47 C.F.R. § 51.705(a) provides in relevant part, “An incumbent LEC’s rates for transport and termination of local telecommunications traffic shall be established, at the election of the state commission, on the basis of: (1) the forward-looking economic costs of such offerings, using a cost study pursuant to §§ 51.505 and 51.511”

29. 47 C.F.R. § 51.711(a) provides in relevant part, “Rates for transport and

termination of local telecommunications traffic shall be symmetrical”

30. 47 C.F.R. § 51.703(b) provides, “A LEC may not assess charges on any other telecommunications carrier for local telecommunications traffic that originates on the LEC’s network.”

31. The Commission has established reciprocal compensation rates for the transport and termination of local telecommunications traffic between Qwest and other local service providers based on cost studies that the Commission found compliant with FCC rules. Those rates do not include a separate charge for SS7 signaling in connection with the transport and termination of such traffic.

32. By billing Cingular for SS7 signaling in connection with the transport and termination of local traffic at rates that the Commission has not established pursuant to a cost study compliant with FCC rules, Qwest is in violation of 47 C.F.R. § 51.705(a).

33. By billing Cingular for SS7 signaling in connection with the transport and termination of local traffic but not paying Cingular for SS7 signaling at the same rates for transport and termination of local traffic, Qwest is not charging symmetrical rates in violation of 47 C.F.R. § 51.711(a).

34. By billing Cingular for SS7 signaling in connection with the transport and termination of local traffic that originates on Qwest’s network, Qwest is in violation of 47 C.F.R. § 51.703(b).

PRAYER FOR RELIEF

WHEREFORE, Cingular prays for the following relief:


A. An order from the Commission requiring Qwest to refund to Cingular all amounts Cingular paid Qwest in SS7 signaling charges in connection with the transport

and termination of local traffic, plus interest; and

B. Such other or further relief as the Commission finds fair, just, reasonable, and sufficient.

DATED this 14th day of June, 2006.

DAVIS WRIGHT TREMAINE LLP
Attorneys for Pacific Bell Wireless
Northwest, LLC

By  _____
Gregory J. Kopta
WSBA No. 20519