

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

Cavalier Telephone, L.L.C., Georgia
Windstream, LLC, LDMI Telecommunications,
LLC, Oklahoma Windstream, LLC, Texas
Windstream, LLC, US LEC Communications
LLC, US LEC of Alabama LLC, US LEC of
Florida LLC, US LEC of Maryland LLC, US
LEC of South Carolina LLC, US LEC of
Tennessee LLC, US LEC of Virginia LLC,
Windstream Accucomm Telecommunications,
LLC, Windstream Alabama, LLC, Windstream
Arkansas, LLC, Windstream Buffalo Valley,
Inc., Windstream Communications, LLC,
Windstream Communications Kerrville, LLC,
Windstream Communications Telecom, LLC,
Windstream Concord Telephone, LLC,
Windstream Conestoga, Inc., Windstream
D&E, Inc., Windstream EN-TEL, LLC,
Windstream Florida, LLC, Windstream
Georgia, LLC, Windstream Georgia
Communications, LLC, Windstream Georgia
Telephone, LLC, Windstream Iowa-Comm,
LLC, Windstream IT-Comm, LLC, Windstream
Kentucky East, LLC, Windstream Kentucky
West, LLC, Windstream Lakedale, Inc.,
Windstream Lexcom Communications, LLC,
Windstream Mississippi, LLC, Windstream
Montezuma, LLC, Windstream Nebraska, Inc.,
Windstream New York, Inc., Windstream
Norlight, LLC, Windstream North Carolina,
LLC, Windstream NorthStar, LLC, Windstream
NuVox Arkansas, LLC, Windstream NuVox
Illinois, LLC, Windstream NuVox Indiana,
LLC, Windstream NuVox Kansas, LLC,
Windstream NuVox Missouri, LLC,
Windstream NuVox Ohio, LLC, Windstream
NuVox Oklahoma, LLC, Windstream of the
Midwest, Inc., Windstream Ohio, LLC,
Windstream Oklahoma, LLC, Windstream
Pennsylvania, LLC, Windstream South
Carolina, LLC, Windstream Standard, LLC,
Windstream Sugar Land, LLC, and Windstream
Western Reserve, LLC

Case No.

Plaintiffs,

v.

Sprint Communications Company L.P.,

Defendant.

COMPLAINT

Plaintiffs Cavalier Telephone, L.L.C., Georgia Windstream, LLC, LDMI Telecommunications, LLC, Oklahoma Windstream, LLC, Texas Windstream, LLC, US LEC Communications LLC, US LEC of Alabama LLC, US LEC of Florida LLC, US LEC of Maryland LLC, US LEC of South Carolina LLC, US LEC of Tennessee LLC, US LEC of Virginia LLC, Windstream Accucomm Telecommunications, LLC, Windstream Alabama, LLC, Windstream Arkansas, LLC, Windstream Buffalo Valley, Inc., Windstream Communications, LLC, Windstream Communications Kerrville, LLC, Windstream Communications Telecom, LLC, Windstream Concord Telephone, LLC, Windstream Conestoga, Inc., Windstream D&E, Inc., Windstream EN-TEL, LLC, Windstream Florida, LLC, Windstream Georgia, LLC, Windstream Georgia Communications, LLC, Windstream Georgia Telephone, LLC, Windstream Iowa-Comm, LLC, Windstream IT-Comm, LLC, Windstream Kentucky East, LLC, Windstream Kentucky West, LLC, Windstream Lakedale, Inc., Windstream Lexcom Communications, LLC, Windstream Mississippi, LLC, Windstream Montezuma, LLC, Windstream Nebraska, Inc., Windstream New York, Inc., Windstream Norlight, LLC, Windstream North Carolina, LLC, Windstream NorthStar, LLC, Windstream NuVox Arkansas, LLC, Windstream NuVox Illinois, LLC, Windstream NuVox Indiana, LLC, Windstream NuVox Kansas, LLC, Windstream NuVox Missouri, LLC, Windstream NuVox Ohio, LLC, Windstream NuVox Oklahoma, LLC, Windstream of the Midwest, Inc., Windstream Ohio, LLC, Windstream Oklahoma, LLC, Windstream Pennsylvania, LLC, Windstream South Carolina, LLC, Windstream Standard, LLC,

Windstream Sugar Land, LLC, and Windstream Western Reserve, LLC (collectively, “Plaintiffs”) file this Complaint against Defendant Sprint Communications Company, L.P. (“Sprint”) to recover withheld charges that Sprint has unlawfully failed to pay Plaintiffs for access services that Sprint has purchased from Plaintiffs’ federal and state tariffs and price lists, as explained below.

Introduction

1. Plaintiffs are local exchange telecommunications carriers, or “LECs.” Sprint is an interexchange telephone carrier (“IXC”) that provides long distance services (among other things). To provide long distance services to its customers, Sprint purchases switched access services from the Plaintiffs by ordering those services from Plaintiffs’ federal and state access tariffs and price lists.¹ Those tariffs on file with the Federal Communications Commission (“FCC”) and various state utilities commissions, are lawful, and have the force of law. Plaintiffs have provided Sprint with the access services Sprint has ordered, and Plaintiffs have billed Sprint for those services in accordance with, and at the rates established by, the applicable tariffs and certain price lists. However, Sprint unlawfully failed to pay Plaintiffs in full for the interstate and intrastate switched access services that Sprint has purchased from Plaintiffs’ federal and state switched access tariffs and the price lists and such failure to pay caused late payment charges to be assessed against Sprint which it also failed to pay.

2. In 2014, Sprint and another long distance IXC – MCI Communications Services, Inc./Verizon Select Services Inc. (“Verizon”) – sued hundreds of LECs, including Plaintiffs,² claiming that IXCs are not obligated to pay access charges when those IXCs use the LECs’

¹ All of Plaintiffs’ intrastate switched access services are provided under the terms of Plaintiffs’ filed state access tariffs or under certain price lists.

² Many of the plaintiffs were named as defendants in the intraMTA lawsuits filed by Verizon, but none of them were named in the intraMTA lawsuits filed by Sprint. Accordingly, Plaintiffs bring these claims here as independent claims against Sprint rather than as counterclaims to those suits previously filed by Sprint.

access services to route or exchange a certain type of telecommunications traffic, known as “intraMTA calls.” Asserting that federal law precludes the imposition of access charges in those circumstances, Sprint and Verizon sought hundreds of millions of dollars in “refunds” of access charges they had already paid the LECs over a period of many years. They also sought a declaration that they did not owe the LECs access charges when they used such access services to route purported intraMTA calls going forward.

3. The Judicial Panel on Multidistrict Litigation consolidated the Sprint and Verizon intraMTA cases in the United States District Court for the Northern District of Texas (the “MDL court”) for pretrial proceedings. The defendant LECs moved to dismiss on the grounds that, under long-established federal law and the unambiguous terms of the applicable tariffs, interexchange carriers like Sprint and Verizon are legally obligated to pay the LECs’ filed rates for all services purchased from filed tariffs, even if those services are used in connection with intraMTA calls.

4. In a November 2015 order, the MDL court dismissed all of Sprint’s and Verizon’s federal claims with prejudice, holding that when interexchange carriers like Sprint and Verizon use local exchange carriers’ access services to route and exchange intraMTA calls, the local exchange carriers (like Plaintiffs) are entitled under federal law to impose access charges pursuant to the LECs’ filed tariffs. Notwithstanding this definitive ruling, and Plaintiffs’ subsequent demand for payment, Sprint refused to pay the amounts it withheld from the Plaintiffs based on Sprint’s now-rejected intraMTA argument.

5. Prior to June 2016, Sprint had withheld over \$1.3 million from Plaintiffs for interstate switched access services provisioned and billed under Plaintiffs’ federal tariffs and for intrastate switched access services provisioned and billed under Plaintiffs state tariffs and in

some cases, state price lists, including late payment charges (“LPCs”) that Plaintiffs are entitled to collect under those tariffs and price lists (which remain outstanding).

6. In early second quarter 2016, several months after the MDL court’s order, Sprint began making payments for some of the amounts that it owed to Plaintiffs. However, Sprint has not paid all of the money that it owes to Plaintiffs.

7. As a relief for Sprint’s breach of its obligation to pay for the services it has purchased from Plaintiffs’ tariffs and the price lists, Plaintiffs request that the Court enter judgment in their favor requiring Sprint to pay Plaintiffs the full amount due and owing for the switched access services that are the subject of this Complaint, including all applicable late payment charges, as of the date of the final decision in this case, and awarding Plaintiffs all other appropriate relief, in amounts to be determined at trial.

In further support of this Complaint, Plaintiffs state as follows:

8. Cavalier Telephone, L.L.C. is a Virginia limited liability company. Like the other Plaintiffs, Cavalier Telephone, L.L.C. is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Cavalier Telephone, L.L.C. is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Virginia

9. Georgia Windstream, LLC is a Delaware limited liability company. Like the other Plaintiffs, Georgia Windstream, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Georgia Windstream, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Georgia.

10. LDMI Telecommunications, LLC is a Michigan limited liability company. Like the other Plaintiffs, LDMI Telecommunications, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. LDMI Telecommunications, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Michigan and Ohio.

11. Oklahoma Windstream, LLC is an Oklahoma limited liability company. Like the other Plaintiffs, Oklahoma Windstream, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Oklahoma Windstream, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Oklahoma.

12. Texas Windstream, LLC is a Texas limited liability company. Like the other Plaintiffs, Texas Windstream, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Texas Windstream, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Texas.

13. US LEC Communications LLC is a North Carolina limited liability company. Like the other Plaintiffs, US LEC Communications LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. US LEC Communications LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the states of Indiana, Louisiana, and New York.

14. US LEC of Alabama LLC is a North Carolina limited liability company. Like the other Plaintiffs, US LEC of Alabama LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. US LEC of Alabama LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Alabama.

15. US LEC of Florida LLC is a North Carolina limited liability company. Like the other Plaintiffs, US LEC of Florida LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. US LEC of Florida LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Florida.

16. US LEC of Maryland LLC is a North Carolina limited liability company. Like the other Plaintiffs, US LEC of Maryland LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. US LEC of Maryland LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Maryland.

17. US LEC of South Carolina LLC is a Delaware limited liability company. Like the other Plaintiffs, US LEC of South Carolina LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. US LEC of South Carolina LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of South Carolina.

18. US LEC of Tennessee LLC is a Delaware limited liability company. Like the other Plaintiffs, US LEC of Tennessee LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. US LEC of Tennessee LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the states of Kentucky, Mississippi, and Tennessee.

19. US LEC of Virginia LLC is a Delaware limited liability company. Like the other Plaintiffs, US LEC of Virginia LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. US LEC of Virginia LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Virginia and the District of Columbia.

20. Windstream Accucomm Telecommunications, LLC is a Georgia limited liability company. Like the other Plaintiffs, Windstream Accucomm Telecommunications, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Accucomm Telecommunications, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Georgia.

21. Windstream Alabama, LLC is an Alabama limited liability company. Like the other Plaintiffs, Windstream Alabama, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Alabama, LLC is a telecommunications service provider that is

certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Alabama.

22. Windstream Arkansas, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream Arkansas, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Arkansas, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Arkansas.

23. Windstream Buffalo Valley, Inc. is a Pennsylvania corporation. Like the other Plaintiffs, Windstream Buffalo Valley, Inc. is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Buffalo Valley, Inc. is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Pennsylvania.

24. Windstream Communications, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream Communications, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Communications, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the states of Arkansas and North Carolina.

25. Windstream Communications Kerrville, LLC is a Texas limited liability company. Like the other Plaintiffs, Windstream Communications Kerrville, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Communications Kerrville, LLC is a

telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Texas.

26. Windstream Communications Telecom, LLC is a Texas limited liability company. Like the other Plaintiffs, Windstream Communications Telecom, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Communications Telecom, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Texas.

27. Windstream Concord Telephone, LLC is a North Carolina limited liability company. Like the other Plaintiffs, Windstream Concord Telephone, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Concord Telephone, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of North Carolina.

28. Windstream Conestoga, Inc. is a Pennsylvania corporation. Like the other Plaintiffs, Windstream Conestoga, Inc. is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Conestoga, Inc. is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Pennsylvania.

29. Windstream D&E, Inc. is a Pennsylvania corporation. Like the other Plaintiffs, Windstream D&E, Inc. is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream D&E, Inc. is a telecommunications service provider that is certificated to provide, and has

provided, at all times relevant to this Complaint, telecommunications services within the state of Pennsylvania.

30. Windstream EN-TEL, LLC is a Minnesota limited liability company. Like the other Plaintiffs, Windstream EN-TEL, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream EN-TEL, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Minnesota.

31. Windstream Florida, LLC is a Florida limited liability company. Like the other Plaintiffs, Windstream Florida, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Florida, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Florida.

32. Windstream Georgia, LLC is a Georgia limited liability company. Like the other Plaintiffs, Windstream Georgia, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Georgia, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Georgia.

33. Windstream Georgia Communications, LLC is a Georgia limited liability company. Like the other Plaintiffs, Windstream Georgia Communications, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Georgia Communications, LLC is a

telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Georgia.

34. Windstream Georgia Telephone, LLC is a Georgia limited liability company. Like the other Plaintiffs, Windstream Georgia Telephone, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Georgia Telephone, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Georgia.

35. Windstream Iowa-Comm, LLC is an Iowa limited liability company. Like the other Plaintiffs, Windstream Iowa-Comm, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Iowa-Comm, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Iowa.

36. Windstream IT-Comm, LLC is an Iowa limited liability company. Like the other Plaintiffs, Windstream IT-Comm, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream IT-Comm, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Iowa and Nebraska.

37. Windstream Kentucky East, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream Kentucky East, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Kentucky East, LLC is a telecommunications service provider that

is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Kentucky.

38. Windstream Kentucky West, LLC is a Kentucky limited liability company. Like the other Plaintiffs, Windstream Kentucky West, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Kentucky West, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Kentucky.

39. Windstream Lakedale, Inc. is a Minnesota corporation. Like the other Plaintiffs, Windstream Lakedale, Inc. is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Lakedale, Inc. is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Minnesota.

40. Windstream Lexcom Communications, LLC is a North Carolina limited liability company. Like the other Plaintiffs, Windstream Lexcom Communications, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Lexcom Communications, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of North Carolina.

41. Windstream Mississippi, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream Mississippi, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Mississippi, LLC is a telecommunications service provider that is

certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Mississippi.

42. Windstream Montezuma, LLC is an Iowa limited liability company. Like the other Plaintiffs, Windstream Montezuma, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Montezuma, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Iowa.

43. Windstream Nebraska, Inc. is a Delaware corporation. Like the other Plaintiffs, Windstream Nebraska, Inc. is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Nebraska, Inc. is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Iowa.

44. Windstream New York, Inc. is a New York corporation. Like the other Plaintiffs, Windstream New York, Inc. is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream New York, Inc. is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of New York.

45. Windstream Norlight, LLC is a Kentucky limited liability company. Like the other Plaintiffs, Windstream Norlight, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Norlight, LLC is a telecommunications service provider that is

certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Indiana and Kentucky.

46. Windstream North Carolina, LLC is a North Carolina limited liability company. Like the other Plaintiffs, Windstream North Carolina, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream North Carolina, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of North Carolina.

47. Windstream NorthStar, LLC is a Minnesota limited liability company. Like the other Plaintiffs, Windstream NorthStar, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream NorthStar, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Minnesota.

48. Windstream NuVox Arkansas, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream NuVox Arkansas, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream NuVox Arkansas, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Arkansas.

49. Windstream NuVox Illinois, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream NuVox Illinois, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream NuVox Illinois, LLC is a telecommunications service provider

that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Illinois.

50. Windstream NuVox Indiana, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream NuVox Indiana, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream NuVox Indiana, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Indiana.

51. Windstream NuVox Kansas, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream NuVox Kansas, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream NuVox Kansas, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Kansas.

52. Windstream NuVox Missouri, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream NuVox Missouri, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream NuVox Missouri, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Missouri.

53. Windstream NuVox Ohio, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream NuVox Ohio, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream NuVox Ohio, LLC is a telecommunications service provider that

is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Ohio.

54. Windstream NuVox Oklahoma, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream NuVox Oklahoma, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream NuVox Oklahoma, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Oklahoma.

55. Windstream of the Midwest, Inc. is a Nebraska corporation. Like the other Plaintiffs, Windstream of the Midwest, Inc. is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream of the Midwest, Inc. is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the states of Iowa and Nebraska.

56. Windstream Ohio, LLC is an Ohio limited liability company. Like the other Plaintiffs, Windstream Ohio, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Ohio, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Ohio.

57. Windstream Oklahoma, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream Oklahoma, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Oklahoma, LLC is a telecommunications service provider that is

certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Oklahoma.

58. Windstream Pennsylvania, LLC is a Delaware limited liability company. Like the other Plaintiffs, Windstream Pennsylvania, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Pennsylvania, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Pennsylvania.

59. Windstream South Carolina, LLC is a South Carolina limited liability company. Like the other Plaintiffs, Windstream South Carolina, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream South Carolina, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of South Carolina.

60. Windstream Standard, LLC is a Georgia limited liability company. Like the other Plaintiffs, Windstream Standard, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Standard, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Georgia.

61. Windstream Sugar Land, LLC is a Texas limited liability company. Like the other Plaintiffs, Windstream Sugar Land, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Sugar Land, LLC is a telecommunications service provider that is

certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Texas.

62. Windstream Western Reserve, LLC is an Ohio limited liability company. Like the other Plaintiffs, Windstream Western Reserve, LLC is an indirect subsidiary of Windstream Holdings, Inc., a publicly-held Delaware corporation with its principal place of business in Little Rock, Arkansas. Windstream Western Reserve, LLC is a telecommunications service provider that is certificated to provide, and has provided, at all times relevant to this Complaint, telecommunications services within the state of Ohio.

63. Defendant Sprint is a Delaware limited partnership. On information and belief, Sprint's general and limited partners and their places of incorporation are as follows: US Telcom, Inc. is a Kansas corporation with its principal place of business in Kansas; UCOM, Inc. is a Missouri corporation with its principal place of business in Kansas; Utelcom, Inc. is a Kansas corporation with its principal place of business in Kansas; and Sprint International Communications Corporation is a Delaware corporation with its principal place of business in Kansas. Sprint provides long distance telecommunications services, among other services, in each of the states in which Plaintiffs conduct business.

JURISDICTION AND VENUE

64. This a civil action arising under the laws of the United States, including Sections 201 and 203 of the Communications Act of 1934, 47 U.S.C. §§ 201 and 203. The Court has subject matter jurisdiction over Count I of this Complaint, which asserts a claim under Plaintiffs' federal tariffs filed with the Federal Communications Commission ("FCC"), under 28 U.S.C. §§ 1331 (federal question), 1337, 2201, and 2202, and 47 U.S.C. §§ 201 and 203. The Court also has federal question subject matter jurisdiction over Count VIII to the extent that it seeks a declaration regarding Sprint's compliance with the terms of Plaintiffs' federal tariffs.

65. The Court has supplemental jurisdiction under 28 U.S.C. § 1367 over Count II (which asserts claims under Plaintiffs' state tariffs) and Count III - VII (which assert state law claims for breach of contract), because those claims are so related to the claims asserted in Count I that they form part of the same case or controversy. The Court also has supplemental jurisdiction over Count VIII (declaratory judgment) to the extent it seeks a declaration regarding Sprint's compliance with the terms of the Plaintiffs' tariffs and price lists.

66. The Court has personal jurisdiction over Sprint because Sprint is a citizen of Kansas under 28 U.S.C. § 1332(c)(1).

67. Venue in this district is appropriate under 28 U.S.C. § 1391(b)(1) because Sprint is a resident of this judicial district within the meaning of 28 U.S.C. § 1391(c)(2)

FACTUAL ALLEGATIONS

A. Intercarrier Compensation Under The 1996 Act.

68. The Telecommunications Act of 1996, 47 U.S.C. § 151 *et seq.* ("1996 Act"), which made numerous amendments to the federal Communications Act of 1934, reflects Congress's desire to open all telecommunications markets to competition. Among other things, the 1996 Act requires certain local exchange carriers, called "incumbent local exchange carriers," or ILECs, to negotiate "interconnection agreements" with competing local exchange carriers ("CLECs"). Interconnection agreements are the primary mechanism by which the local competition provisions of Section 251 of the 1996 Act are implemented and enforced. Interconnection between different carriers' networks allows the end-users of one carrier to make calls to, and receive calls from, the end-users of the interconnected carrier.³ The terms governing such network interconnection between an ILEC and the CLEC are usually contained in the

³ Interconnection, under Section 251(c) of the 1996 Act, is "the linking of two networks for the mutual exchange of traffic" (47 C.F.R. § 51.5) a First Report and Order, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 11 FCC Rcd. 15499, at ¶ 176 (1996).

interconnection agreement between the ILEC and the CLEC. The 1996 Act also imposes certain interconnection-related obligations on all telecommunications carriers under Section 251(a) of the 1996 Act, and other interconnection-related obligations on all local exchange carriers under Section 251(b) of the 1996 Act.

69. “Intercarrier compensation” is the mechanism by which one telecommunications carrier compensates a second telecommunications carrier for transporting and terminating traffic on the second carrier’s network. In general, intercarrier compensation consists of “reciprocal compensation” for local calls (*i.e.*, calls for which compensation has been established under Section 25(b)(5) of the 1996 Act) and “access charges” for switched access services in connection with “toll” calls (*i.e.*, long distance calls that, pursuant to Section 251(g) of the 1996 Act, are subject to part 69 of the Federal Communication Commission’s rules and to carriers’ exchange access tariffs).

70. Reciprocal compensation is governed by Section 251(b)(5) of the 1996 Act, which imposes on all local exchange carriers a duty to establish arrangements with other carriers for reciprocal compensation for the transport and termination of certain calls. 47 U.S.C. § 251 (b)(5). For traffic subject to Section 251(b)(5), reciprocal compensation generally works as follows: When a customer of Carrier A calls a customer of Carrier B in the same local calling area, Carrier A pays Carrier B for “terminating,” or completing, that local call. Similarly, when Carrier B’s customer calls a customer of Carrier A, Carrier B pays Carrier A for completing that call.

71. The reciprocal compensation obligation does not, however, apply to all traffic exchanged between two carriers. Rather, for interexchange traffic (*i.e.*, long distance, or “toll” calls), Section 251(g) of the 1996 Act preserves the pre-existing regime of access charges, under which local carriers like the Plaintiffs were required to provide access to their local networks so

that other carriers could use that access to provide service between different local exchanges or local calling areas, including interLATA and intraLATA interexchange toll services. (“LATAs” or “Local Access and Transport Areas” are large geographic areas defined at the breakup of the Bell system to delineate areas in which Bell Operating Companies were allowed to provide service under the 1984 AT&T divestiture decree.) This “exchange access service” (also called “switched access service”) allows a carrier of interexchange traffic (an “interexchange carrier,” or “IXC”) to provide intraLATA or interLATA toll services by using the local carrier’s facilities for the originating and terminating legs of an interexchange call; it also allows the local carrier’s “end users” (its retail customers) to make and receive long distance calls using the same telephone line they use for local service. (A long distance call can be either interstate or intrastate.) In other words, access services allow an IXC to route calls on its long-distance network to or from a LEC’s local telephone network. In return, the IXC pays the local carrier “access charges” for the use of the local carrier’s network, pursuant to the local carrier’s access service tariffs.

B. Sprint’s Purchase of Plaintiffs’ Access Services.

72. At all times relevant to this Complaint, Sprint has acted as an IXC with respect to the access services and charges at issue in this action.

73. IXCs obtain access services by ordering them, either actually (through submission of order requests) or constructively (through use of existing access service facilities).

74. In order to provide long distance interexchange service to its customers, Sprint has ordered switched access services from Plaintiffs’ federal and state tariffs, and, where applicable, state price lists. At all times relevant to this Complaint, Plaintiffs have provided all of the switched access services that Sprint has ordered and have properly billed Sprint for the services Sprint has purchased.

75. Tariffs are public documents filed by a telephone company that define the rates, terms, and conditions on which it will provide certain services and facilities. When lawfully filed pursuant to the Communications Act and the FCC's implementing rules, interstate tariffs have the force of law. The same is generally true under state law for filed intrastate access tariffs.

76. When a customer orders services or facilities under a lawfully-filed federal or state tariff, it accepts the tariffs' rates, terms, and conditions, and the terms of the tariff become binding on both the carrier and the customer. Plaintiffs have complied in all relevant respects with the terms of their tariffs and have properly provided services to Defendants pursuant to those tariffs.

77. When a customer orders services or facilities under a price list, it accepts the price list's rates, terms and condition, and they become binding on both the carrier and the customer as a matter of contract.

78. The tariffs involved here are the Plaintiffs' federal tariffs (on file with the FCC) and the Plaintiffs' state tariffs, on file with the various state utilities commissions of the states in which the Plaintiffs' operate.

79. As part of the ordinary conduct of their business, Plaintiffs have identified the services that Sprint has purchased from the Plaintiffs' access service tariffs that are subject to interstate access charges (governed by the Plaintiffs' federal tariffs), and the services subject to intrastate access charges (governed by the Plaintiffs' state tariffs). US LEC of Florida LLC, Windstream Arkansas, LLC, Windstream Communications, LLC, and Windstream NuVox Arkansas, LLC have identified the services Sprint purchased under a price list subject to intrastate access charges.

80. In accordance with their federal and state tariffs, and with the price lists, Plaintiffs have duly invoiced Sprint for switched access services at the appropriate rate on a monthly basis by means of an industry-standard billing system known as CABS (Carrier Access Billing System).

81. Sprint has not paid the full amounts of these bills, and has thereby (i) violated Plaintiffs' federal and state tariffs and (ii) breached its obligation to pay for all services Sprint purchased under the price lists.

C. Sprint's Claimed Justification For Its Failure To Pay Plaintiffs' Access Charges Billed Under Plaintiffs' Tariffs And Price Lists.

82. In 2014, Sprint and another IXC – MCI Communications Services, Inc./Verizon Select Services Inc. (“Verizon”) – filed dozens of lawsuits in federal courts nationwide against hundreds of LECs, including the Plaintiffs, alleging that when an IXC purchases access services from a LEC to route a certain type of wireless traffic – so-called “intraMTA calls – over a LEC's network, or to exchange intraMTA calls with the LEC, federal law prohibits the LEC from charging the IXC access rates for that traffic.

83. A Major Trading Area (“MTA”) is a geographic area, often including all or parts of multiple states, used by the FCC to establish licensing areas for certain wireless/cellular telephone services. An “intraMTA call” is generally a call that, at the time the call is initiated, originates and terminates within the same MTA. For purposes relevant here, the intraMTA calls at issue are calls that traverse three different carriers' telephone networks – a LEC's local network on one end of the call; a wireless carrier's network on the other end; and an IXC's network in the middle – where the originating and terminating points of the call, at the time the call is initiated, are within the same MTA.

84. According to Sprint and Verizon, LECs may only charge “reciprocal compensation” rates (i.e., rates that apply to local traffic) when Sprint and Verizon purchase the LECs’ switched access services to route alleged intraMTA calls between the LECs and wireless carriers, because intraMTA calls are purportedly considered “local” if they begin and terminate within a single MTA. In their lawsuits, Sprint and Verizon claimed that the LECs owed Sprint and Verizon hundreds of millions of dollars – the difference between the tariffed access charges the LECs had billed Sprint and Verizon (and which Sprint and Verizon had paid for years) and the local “reciprocal compensation” rates Sprint and Verizon belatedly claimed they should have paid.

85. The Judicial Panel on Multidistrict Litigation transferred the Sprint and Verizon intraMTA lawsuits to the Northern District of Texas for consolidated pre-trial proceedings. *In re intraMTA Switched Access Charges Litig.*, No. 3:14-MD-2587-D (N. D. Tex.). The parties refer to this litigation as the “intraMTA litigation” or the “MDL.”

86. In addition to filing lawsuits seeking refunds, both Sprint and Verizon – apparently assuming that they would prevail in the intraMTA litigation – withheld payment of some of the LECs’ access charges to the extent Sprint and Verizon decided that the charges related to the services they purchased from the LECs to route alleged intraMTA traffic.

87. In withholding payment from the Plaintiffs as described in this Complaint, Sprint has relied on the same arguments that it and Verizon asserted in the intraMTA litigation.

D. The Federal MDL Court Has Rejected Sprint’s and Verizon’s Arguments and Has Held That IXC’s Owe Access Charges for IntraMTA Calls.

88. Following consolidation of the intraMTA litigation in the Northern District of Texas, the defendant LECs moved to dismiss on the grounds that interexchange carriers like

Sprint and Verizon are legally obligated to pay the tariffed rates for all access services purchased from filed tariffs, even if the IXC's use those services to route intraMTA calls.

89. In November 2015, the MDL Court issued a Memorandum Opinion and Order granting the Rule 12(b)(6) motion of the Plaintiffs and the other LEC defendants. Memorandum Opinion & Order of Nov. 17, 2015, *In re IntraMTA Switched Access Charges Litig.*, No. 3:14-MD-2587-D (N. D. Tex. Nov. 17, 2015) (ECF No. 134) (the "MDL Order") (attached as Exhibit A hereto). As to the disputed access charges associated with purported intraMTA calls, the Court held that, pursuant to 47 C.F.R. §§ 69.2 and 69.5, "all" IXC's must pay LEC's' lawfully tariffed access charges for their exchanging of "any" communications traffic with the LEC's' local telephone network. These regulations, which have been in effect and virtually unchanged since 1984, do not exempt IXC's of their obligation to pay tariffed charges when they use the LEC's' tariffed services to route intraMTA calls. Thus, the Court held that IXC's like Sprint must pay tariffed access charges for their exchange of intraMTA calls with LEC's like the Plaintiffs.

90. The Court flatly rejected Sprint's and Verizon's argument that a major FCC order issued in 1996 exempted IXC's from paying LEC's' access charges when they use the LEC's' access services to exchange intraMTA calls. Specifically, the Court noted that Section 251(g) of the 1996 Act provides that IXC's would continue to pay access charges to LEC's unless the FCC "expressly superseded" its existing regulations. The Court found that in the 1996 order on which Sprint and Verizon relied, the FCC said "nothing" that affected access charges paid by IXC's; and the FCC has never expressly superseded 47 C.F.R. §§ 69.2 and 69.5 with respect to the IXC's' purchase of tariffed access services to route alleged intraMTA calls. The Court similarly rejected all of the other authorities cited by Sprint and Verizon, finding that none of them addressed access charges paid by IXC's to LEC's for the tariffed services the IXC's purchased to route alleged intraMTA calls.

91. In withholding payment of access charges, Sprint relied on the same arguments that it and Verizon lost in the MDL. Now that the MDL Court has ruled in the Plaintiffs' favor on the underlying compensation issue for the services Sprint purchased from Plaintiffs to route alleged intraMTA traffic, Sprint's purported justification for withholding payment of Plaintiffs' billed access charges has been rejected.

92. Sprint does not have a valid basis for refusing to pay the access charges Plaintiffs have billed, and continue to bill, Sprint under their federal and state tariffs and under Plaintiffs' price lists for Sprint's use of the Plaintiffs' interstate and intrastate access services to route alleged intraMTA calls. Those charges are due and owing. The payments withheld by Sprint include both interstate access charges billed under Plaintiffs' federal tariffs and intrastate access charges billed under Plaintiffs' state tariffs and under the price lists.

93. Plaintiffs have demanded payment of all access charges that Sprint has withheld based on the now-rejected argument that access charges do not apply to Sprint's purchases of access services when Sprint uses those services to route alleged intraMTA traffic.

94. In early second quarter 2016, several months after the MDL court's order, Sprint began making payments for principal amounts that it had withheld from Plaintiffs. However, Sprint has not paid all of the money that it owes to Plaintiffs.

95. By failing to pay the Plaintiffs' access charges by the deadlines set forth in the Plaintiffs' federal and state tariffs and price lists, Sprint is obligated to pay late payment charges, as set forth in those tariffs and price lists, at amounts that remain outstanding until paid in full.

COUNT I – BREACH OF PLAINTIFFS' FEDERAL ACCESS TARIFFS

96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 95 of this Complaint as if fully set forth herein.

97. Sprint failed to pay all access charges required by the Plaintiffs' federal tariffs for interstate access services that Sprint ordered and used for what Sprint claims are interstate intraMTA calls.

98. Because Sprint failed to pay in full all invoices for access charges by the due dates set forth in the Plaintiffs' federal tariffs, Sprint also owes Plaintiffs late payment charges for all unpaid invoices and attorney fees and court costs in accordance with the Plaintiffs' federal tariffs.

COUNT II – BREACH OF PLAINTIFFS' STATE ACCESS TARIFFS

99. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 98 of this Complaint as if fully set forth herein.

100. Sprint failed to pay all access charges required by the Plaintiffs' state tariffs for intrastate access services that Sprint ordered and used for what Sprint claims are intrastate intraMTA calls.

101. Because Sprint failed to pay in full all invoices for access charges by the due dates set forth in the Plaintiffs' state tariffs, Sprint also owes Plaintiffs late payment charges for all unpaid invoices and attorney fees and court costs in accordance with the Plaintiffs' state tariffs.

**COUNT III – CLAIM BY US LEC OF FLORIDA, LLC FOR
BREACH OF CONTRACT (FLORIDA ONLY)**

102. US LEC of Florida, LLC incorporates by reference the allegations contained in paragraphs 1 through 101 of this Complaint as if fully set forth herein.

103. The price list published by US LEC of Florida, LLC in Florida ("US LEC of Florida Price List") requires Sprint to pay US LEC of Florida, LLC all access charges for all access services Sprint purchases under the Florida Price List.

104. Sprint ordered access services under the US LEC of Florida Price List. US LEC of Florida, LLC provisioned all of the access services Sprint ordered under the US LEC of Florida Price List and duly invoiced Sprint for those access services at the rates established by the US LEC of Florida Price List.

105. By ordering and using access services from US LEC of Florida, LLC pursuant to the US LEC of Florida Price List, Sprint entered into a contract with US LEC of Florida, LLC whereby Sprint agreed, among other things, to pay US LEC of Florida, LLC's invoices for all the access services Sprint purchases from the US LEC of Florida Price List.

106. Sprint refused to pay US LEC of Florida, LLC all amounts due and owing for the access services it purchased under the US LEC of Florida Price List. Sprint has thereby breached its contract with US LEC of Florida, LLC.

**COUNT IV – CLAIM BY WINDSTREAM ARKANSAS, LLC FOR
BREACH OF CONTRACT (ARKANSAS ONLY)**

107. Windstream Arkansas, LLC incorporates by reference the allegations contained in paragraphs 1 through 106 of this Complaint as if fully set forth herein.

108. The price list published by Windstream Arkansas, LLC in Arkansas ("Windstream Arkansas Price List") requires Sprint to pay Windstream Arkansas, LLC all access charges for all access services Sprint purchases under the Windstream Arkansas Price List.

109. Sprint ordered access services under the Windstream Arkansas Price List. Windstream Arkansas, LLC provisioned all of the access services Sprint ordered under the Windstream Arkansas Price List and duly invoiced Sprint for those access services at the rates established by the Windstream Arkansas Price List.

110. By ordering and using access services from Windstream Arkansas, LLC pursuant to the Windstream Arkansas Price List, Sprint entered into a contract with Windstream Arkansas,

LLC whereby Sprint has agreed, among other things, to pay Windstream Arkansas, LLC's invoices for all the access services Sprint purchases from the Windstream Arkansas Price List.

111. Sprint refused to pay Windstream Arkansas, LLC all amounts due and owing for the access services it purchased under the Windstream Arkansas Price List. Sprint thereby breached its contract with Windstream Arkansas, LLC.

**COUNT V – CLAIM BY WINDSTREAM COMMUNICATIONS, LLC FOR
BREACH OF CONTRACT (ARKANSAS ONLY)**

112. Windstream Communications, LLC incorporates by reference the allegations contained in paragraphs 1 through 111 of this Complaint as if fully set forth herein.

113. The price list published by Windstream Communications, LLC in Arkansas ("Windstream Communications Arkansas Price List") requires Sprint to pay Windstream Communications, LLC all access charges for all access services Sprint purchases under the Windstream Communications Arkansas Price List.

114. Sprint ordered access services under the Windstream Communications Arkansas Price List. Windstream Communications, LLC provisioned all of the access services Sprint ordered under the Windstream Communications Arkansas Price List and duly invoiced Sprint for those access services at the rates established by the Windstream Communications Arkansas Price List.

115. By ordering and using access services from Windstream Communications, LLC pursuant to the Windstream Communications Arkansas Price List, Sprint entered into a contract with Windstream Communications, LLC whereby Sprint agreed, among other things, to pay Windstream Communications, LLC's invoices for all the access services Sprint purchases from the Windstream Communications Arkansas Price List.

116. Sprint refused to pay Windstream Communications, LLC all amounts due and owing for the access services it purchased under the Windstream Communications Arkansas Price List. Sprint thereby breached its contract with Windstream Communications, LLC.

COUNT VI – CLAIM BY WINDSTREAM COMMUNICATIONS, LLC FOR BREACH OF CONTRACT (NORTH CAROLINA ONLY)

117. Windstream Communications, LLC incorporates by reference the allegations contained in paragraphs 1 through 116 of this Complaint as if fully set forth herein.

118. The price list published by Windstream Communications, LLC in North Carolina (“Windstream Communications North Carolina Price List”) requires Sprint to pay Windstream Communications, LLC all access charges for all access services Sprint purchases under the Windstream Communications North Carolina Price List.

119. Sprint ordered access services under the Windstream Communications North Carolina Price List. Windstream Communications, LLC provisioned all of the access services Sprint ordered under the Windstream Communications North Carolina Price List and duly invoiced Sprint for those access services at the rates established by the Windstream Communications North Carolina Price List.

120. By ordering and using access services from Windstream Communications, LLC pursuant to the Windstream Communications North Carolina Price List, Sprint entered into a contract with Windstream Communications, LLC whereby Sprint agreed, among other things, to pay Windstream Communications, LLC’s invoices for all the access services Sprint purchases from the Windstream Communications North Carolina Price List.

121. Sprint refused to pay Windstream Communications, LLC all amounts due and owing for the access services it purchased under the Windstream Communications North

Carolina Price List. Sprint thereby breached its contract with Windstream Communications, LLC.

COUNT VII – CLAIM BY WINDSTREAM NUVOX ARKANSAS, LLC FOR BREACH OF CONTRACT (ARKANSAS ONLY)

122. Windstream NuVox Arkansas, LLC incorporates by reference the allegations contained in paragraphs 1 through 121 of this Complaint as if fully set forth herein.

123. The price list published by Windstream NuVox Arkansas, LLC in Arkansas (“Windstream NuVox Arkansas Price List”) requires Sprint to pay Windstream NuVox Arkansas, LLC all access charges for all access services Sprint purchases under the Windstream NuVox Arkansas Price List.

124. Sprint ordered access services under the Windstream NuVox Arkansas Price List. Windstream NuVox Arkansas, LLC provisioned all of the access services Sprint ordered under the Windstream NuVox Arkansas Price List and duly invoiced Sprint for those access services at the rates established by the Windstream NuVox Arkansas Price List.

125. By ordering and using access services from Windstream NuVox Arkansas, LLC pursuant to the Windstream NuVox Arkansas Price List, Sprint entered into a contract with Windstream NuVox Arkansas, LLC whereby Sprint agreed, among other things, to pay Windstream NuVox Arkansas, LLC’s invoices for all the access services Sprint purchases from the Windstream NuVox Arkansas Price List.

126. Sprint refused to pay Windstream NuVox Arkansas, LLC all amounts due and owing for the access services it purchased under the Windstream NuVox Arkansas Price List. Sprint thereby breached its contract with Windstream NuVox Arkansas, LLC.

COUNT VIII – DECLARATORY JUDGMENT

127. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 126 of this Complaint as if fully set forth herein.

128. A substantial controversy exists between the parties that is immediate and real because Sprint is obligated to pay – but has refused to pay – late payment charges as set forth in Plaintiffs’ tariffs and price lists, based on the assertion – rejected by the MDL Court in the intraMTA litigation – that IXCs (such as Sprint) are not subject to tariffed switched access charges when they purchase and use access services from the Plaintiffs’ filed federal and state access tariffs to route alleged intraMTA traffic. Sprint’s refusal to timely pay all of Plaintiffs’ billed access charges and LPCs relating to the Plaintiffs’ services that Sprint purchased and used to route alleged intraMTA traffic since early 2014 indicates that Sprint is likely to continue to refuse to pay these access charges in the future. Indeed, following the MDL court’s decision in the intraMTA litigation, Plaintiffs demanded payment of all access charges withheld by Sprint and LPCs, but Sprint rejected Plaintiffs’ demand.

129. The parties have adverse legal interests, because the Plaintiffs contend that Sprint owes the disputed access charges and LPCs, but Sprint continues to withhold payment of those charges.

130. A judgment that “Sprint is obligated to pay access charges and LPCs as set forth in the Plaintiffs’ federal and state access tariffs and price lists, for all access services Sprint purchases from Plaintiffs’ federal and state tariffs and price lists, including services used to exchange intraMTA calls between Sprint’s long-distance network and Plaintiffs’ local telephone networks” will finalize this controversy between the parties and provide relief from the current dispute.

131. Pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, this Court should enter a declaration that Sprint is obligated to pay access charges and LPCs as set forth in

Plaintiffs' federal and state access tariffs, and as set forth in the price lists published by US LEC of Florida LLC, Windstream Arkansas, LLC, Windstream Communications, LLC, and Windstream NuVox Arkansas, LLC for all access services Sprint purchases from Plaintiffs' federal and state access tariffs and the price list, including services used to exchange intraMTA calls between Sprint's long-distance network and Plaintiffs' local telephone networks.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in favor of the Plaintiffs and against Sprint:

1. Awarding Plaintiffs damages in an amount to be proven at trial;
2. Declaring that Sprint is obligated to pay access charges and LPCs as set forth in the Plaintiffs' federal and state access tariffs and price lists, for all access services Sprint purchases from Plaintiffs' federal and state tariffs and price lists, including services used to exchange intraMTA calls between Sprint's long-distance network and Plaintiffs' local telephone networks; and
3. Awarding Plaintiffs any and all other relief that the Court determines is just and proper.

Dated this 19th day of September 2016.

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