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November 21, 2008

Sent Via Electronic Mail and Federal Express Mail
Filing Center
Public Utility Commission of Oregon
550 Capital Street NE #215
Salem OR 97308-2148

Re: ARB 830 - Sprint Communications Company L.P. Response to CenturyTel's Request for Direction to Sprint to Sign

Dear Sir/Madam:

Enclosed please find an original and one copy of the following documents being filed on behalf of Sprint Communications L.P.:

1) Sprint Communications Company L.P. Response to CenturyTel's Request for Direction to Sprint to Sign; and

2) Certificate of Service.

Should you have any questions, please feel free to contact the undersigned at any time.

Very truly yours,

GRAHAM & DUNN PC

Judith A. Endejan

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BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

IN THE MATTER OF SPRINT COMMUNICATIONS COMPANY L.P. PETITION FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT WITH CENTURYTEL OF OREGON, INC.	)))))	**ARB 830**

SPRINT COMMUNICATIONS COMPANY L.P. RESPONSE TO CENTURYTEL'S REQUEST FOR DIRECTION TO SPRINT TO SIGN

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Sprint Communications Company L.P.

Sprint Communications Company L. P. ("Sprint"), by and through its attorneys, respectfully submits this Response to CenturyTel Oregon Inc.'s ("CenturyTel's") Request for Direction to Sprint to Sign ("Request").

On November 6, 2008, CenturyTel submitted a letter to the Commission requesting it to direct Sprint to sign CenturyTel's version of the conforming interconnection agreement. On November 7, 2008, Sprint submitted its Motion for Approval of Conforming Interconnection Agreement ("Motion") and attached Sprint's proposed interconnection agreement. Sprint indicated that the parties had been unable to reach agreement on language to conform to the Commission's Order entered September 30, 2008.

On November 13, 2008, the Arbitrator convened a telephone conference to discuss the appropriate procedure for resolving the dispute. In the Conference Report each party was permitted to file a response to the other party's November 6 and 7, 2008 filings to be due on November 21, 2008.

In response to CenturyTel's Request Sprint provides the following:

As Sprint explained in its Motion, CenturyTel has proposed new changes to a provision agreed to prior to filing the arbitration and Sprint disagrees with those changes. CenturyTel's Request regarding the appropriate language to reflect the decision for Issue 7 is misleading. CenturyTel's letter implies that the language Sprint included for Article IV, Section 3.3.1.2 is new language proposed by Sprint "to resolve Issue 7." However, the language in Sprint's filing and proposed conforming interconnection agreement is language negotiated by the parties and closed prior to the filing of the arbitration, as indicated in the

proposed interconnection agreements attached to both Sprint's Petition and CenturyTel's Response to Sprint's Petition. That CenturyTel would now propose modifications to that provision undermines the integrity of the Section 251 negotiation process and the obligation to negotiate in good faith, and disregards the requirement to identify disputed issues in the Petition or Response.

A review of the Petition and Response demonstrate that CenturyTel clearly agreed to pay for facilities to the third party tandem provider and transiting fees for indirect interconnection. The only issue before the Commission related to indirect interconnection, Issue 7, as presented by both parties was "Should the Interconnection Agreement contain provisions limiting Indirect Interconnection?" CenturyTel's position was that the indirect interconnection should be limited to "de minimus traffic."

In support of Sprint's position that indirect interconnection should not be limited to de minimus levels of traffic, Sprint did discuss in testimony and briefs the right to indirectly interconnect. However, based on the phrasing of issue and the language shown as disputed in the Petition and Response (including the interconnection agreement and disputed points list attached to the Response) Sprint submitted testimony and briefing focusing on the right to limit indirect interconnection.[1]

Sprint witness, Mr. James Burt, submitted testimony that CenturyTel could not dictate that Sprint directly interconnect based on a traffic volume threshold or when transit costs reached a set amount.[2]

As stated in Sprint's Petition for Interconnection:

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[1] 47 U.S.C. 252(b) (4) (A): The State commission shall limit its consideration of any petition under paragraph (1) (and any response thereto) to the issues set forth in the petition and in the response, if any, filed under paragraph (3).

[2] *See* Sprint/1, Burt/33-35.

The plain language and the structure of Section 251(a) establish that all telecommunications carriers, including CenturyTel, have an independent and ongoing obligation to interconnect directly or indirectly with other telecommunications carriers. To find otherwise would render Section 251(a) moot. CenturyTel cannot dictate that Sprint interconnect with it directly, including the requirement to directly interconnect at a volume threshold or when transit charges reach a certain amount. Other state commissions have recognized the right of the CLEC to choose indirect interconnection without the imposition of thresholds on that right.[3]

Sprint's Reply Brief states:

Section 251(a) of the Act requires each telecommunications carrier to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers. As stated by the 8th Circuit "the statutory provision that imposes the duty to interconnect networks expressly permits direct or indirect connections." CenturyTel cannot dictate that Sprint interconnect with it directly, including the requirement to directly interconnect at a volume threshold or when transit charges reach a certain amount. As more fully discussed above under Issue No. 4 and in *Sprint's Opening Brief*, the 10th Circuit has found that "the affirmative duty established in § 251(c) runs solely to the ILEC, and is only triggered on request for direct connection. *The physical interconnection contemplated by § 251(c) in no way undermines telecommunications carriers' obligation under § 251(a) to interconnect "directly or indirectly."* The 8th Circuit agreed with the determination of the 10th Circuit stating:

> In Atlas, incumbents who wanted to force direct connections argued that the general duty to interconnect directly or indirectly was superseded by a specific provision, § 251(c)(2)(B), that imposes upon an incumbent carrier a duty to permit a requesting carrier to interconnect directly with the incumbent's local exchange network "at any technically feasible point within the carrier's network." The Tenth Circuit examined the structure of the Act to reject this argument. It noted that the subsection (c) duty applied only to incumbent carriers and only if a competitor requested a direct connection. Id. Since the section (c) duty did not apply to competitors, the Tenth Circuit was unwilling to impose on competitors a duty to connect directly rather than indirectly. Further, that court noted that Congress created specific exceptions for the subsection (c) duties as set forth in 47 U.S.C. § 251(f), such that it would be "inconceivable" that the drafters would have imposed a direct connection requirement on competitors while at the same providing an exemption to the accommodation duty of the incumbents because such a duty would function "as a significant barrier to the advent of competition."[4]

[3] Sprint Petition for Interconnection at 18.

[4] Sprint Reply Brief at 23-24..

Based on the record, the Arbitrator found "that CenturyTel's position is inconsistent with applicable precedent. In both *WWC License, LLC v. Public Serv. Comm'n* and *Atlas Tel. Co. v. Oklahoma Corp. Comm'n,* the federal circuit courts refused to interpret the various provisions of the Act to impose a duty on competitive LECs to connect directly rather than indirectly."[5] After the Arbitrator issued her decision, CenturyTel indicated that it would only agree with the Arbitration Decision if the decision on Issue 7 was modified based on Issue 4 and 5. The Commission then stated "it is not reasonable for Sprint to be able to dictate the obligation of CenturyTel to pay for transport outside of its service area."[6] However, Sprint had not dictated that CenturyTel pay for transport outside of its service area, CenturyTel *had agreed* to pay the cost of delivering its originated traffic to Sprint, including the cost of the facilities used to transport such traffic and the transit charges assessed by the third party tandem provider.

As result of the Commission's decision CenturyTel attempted to withdraw and modify the previously agreed to and mutually closed language. During negotiations the parties agreed to the following language for Article IV, Section 3.3.1.2 to govern each party's responsibilities for delivery of traffic using indirect interconnection:

> Indirect Network Connection shall be accomplished by CenturyTel and Sprint each being responsible for the delivery and switching of its originated local traffic at the Tandem Switch serving the terminating parties switch. Each Party is responsible for the facilities to its side of the tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the tandem. The Parties agree to enter into their own agreement with third party tandem providers.

This is the language included in the Interconnection Agreement attached to Sprint's Petition and the Interconnection Agreement attached to CenturyTel's Response and the

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[5] Arbitrator's Decision at 14.

[6] Order at 7.

language included in Sprint's version of the conforming agreement.[7] Under this language CenturyTel agreed to be responsible for the facilities on its side of the third-party tandem and the switching of its originated traffic.

Argument for Indirect Interconnection and Originating Carrier's Financial Obligation for Delivery of its Traffic

In addition to responding to CenturyTel's Request, the Arbitrator requested that Sprint put forth the additional arguments that Sprint would have provided if the basic requirement to provide indirect interconnection and the obligation that each party pay for delivery of its originated traffic in an indirect interconnection arrangement were identified issues in this proceeding.

The plain language and the structure of Section 251(a) establish that all telecommunications carriers, including CenturyTel, have an independent and ongoing obligation to interconnect directly or indirectly with other telecommunications carriers. To find otherwise would render Section 251(a) moot.[8] CenturyTel cannot dictate that Sprint interconnect with it directly.

As stated by the 8th Circuit "the statutory provision that imposes the duty to interconnect networks expressly permits direct or indirect connections."[9] The 10th Circuit has found that "the affirmative duty established in § 251(c) runs solely to the ILEC, and is only triggered on request for direct connection. ***The physical interconnection contemplated by § 251(c) in no way undermines telecommunications carriers' obligation***

[7] Equally telling, the language of Section 3.3.1.2 is not listed as disputed language in any of the Disputed Points Lists filed by CenturyTel.

[8] *See* Sprint/1, Burt/35.

[9] *WWC License, L.L.C. v. Pub. Serv. Comm'n*, 459 F.3d 880 (8th Cir. 2006) (hereinafter "Western Wireless").

under § 251(a) to interconnect "directly or indirectly."[10] The 8th Circuit agreed with the determination of the 10th Circuit stating:

> In Atlas, incumbents who wanted to force direct connections argued that the general duty to interconnect directly or indirectly was superseded by a specific provision, § 251(c)(2)(B), that imposes upon an incumbent carrier a duty to permit a requesting carrier to interconnect directly with the incumbent's local exchange network "at any technically feasible point within the carrier's network." The Tenth Circuit examined the structure of the Act to reject this argument. It noted that the subsection (c) duty applied only to incumbent carriers and only if a competitor requested a direct connection. Id. Since the section (c) duty did not apply to competitors, the Tenth Circuit was unwilling to impose on competitors a duty to connect directly rather than indirectly. Further, that court noted that Congress created specific exceptions for the subsection (c) duties as set forth in 47 U.S.C. § 251(f), such that it would be "inconceivable" that the drafters would have imposed a direct connection requirement on competitors while at the same providing an exemption to the accommodation duty of the incumbents because such a duty would function "as a significant barrier to the advent of competition."[11]

By definition, there is no POI between CenturyTel and Sprint when an indirect interconnection arrangement is used to exchange traffic. As the FCC has stated, "[c]arriers are said to be indirectly interconnected to the extent they use transit services to exchange traffic."[12] In such an arrangement, CenturyTel and Sprint are interconnected to the facilities of a third party and traffic is exchanged through that third party. Since the parties' facilities do not directly touch, there are no POIs as demarcation points between the networks.

The "Calling Party's Network Pays" principle is well established in the telecommunications industry. The FCC has consistently recognized this principle. In the Local Competition Order, the FCC stated the following:

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[10] *Atlas Tel. Co. v. Okla. Corp. Comm'n,* 400 F.3d 1256, 1268 (10th Cir. 2005) (emphasis added).

[11] Western Wireless, *supra* note 9, at 893.

[12] *In the Matter of the Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, et. al.,* FCC, CC Docket No. 00-218, et. Al., Released July 17 2002, paragraph 218. (hereinafter "Verizon Arbitration Order")

> We also reject CompTel's argument that reading section 251(c)(2) to refer only to the physical linking of networks implies that incumbent LECs would not have a duty to route and terminate traffic. That duty applies to all LECs and is clearly expressed in section 251(b)(5).[13]

The FCC Rules reflect the Calling Party's Network Pays principle. Section 51.703(b) of the FCC Rules states,

> A LEC may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on its network.[14]

In addition, section 51.709(b) states,

> The rate of a carrier providing transmission facilities dedicated to the transmission of traffic between two carriers' networks shall recover only the costs of the proportion of that trunk capacity used by the interconnecting carrier to send traffic that will terminate on the providing carrier's network. Such proportions may be measured during peak periods.[15]

The FCC, in a brief before the D.C. Circuit, stated the following regarding a carrier's financial responsibility for its originating traffic,

> Section 51.703(b) of the Commission's rules states that a LEC may not assess charges on any other telecommunications carrier, including a CMRS provider, for telecommunications traffic that originates on the LEC's network. *See* 47 C.F.R. § 51.703(b). The Commission has construed this provision to mean that **an incumbent LEC must bear the cost of delivering traffic (including the facilities over which the traffic is carried) that it originates** to the point of interconnection ("POI") selected by a competing carrier. At least two appellate courts have held that this rule applies in cases where an incumbent LEC

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[13] *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996,* CC Docket No. 96-98, *Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers,* CC Docket No. 95-185, released August 8, 1996, ("*Local Competition Order*"), paragraph 176.

[14] 47 C.F.R. 51.703(b)

[15] 47 C.F.R. 51.709(b)

> delivers calls to a POI that is located outside of its customer's local calling area.[16]

Also, the FCC decided in its Verizon Arbitration Order that the ILEC was responsible for the costs of delivering its originating traffic. The FCC stated the following:

> Under the Commission's rules, competitive LECs may request interconnection at any technically feasible point. This includes the right to request a single point of interconnection in a LATA. The Commission's rules implementing the reciprocal compensation provisions in section 252(d)(2)(A) prevent any LEC from assessing charges on another telecommunications carrier for telecommunications traffic subject to reciprocal compensation that originates on the LEC's network. Furthermore, under these rules, **to the extent an incumbent LEC delivers to the point of interconnection its own originating traffic that is subject to reciprocal compensation, the incumbent LEC is required to bear the financial responsibility for that traffic.**[17]

Numerous states have addressed the right to indirectly interconnect and concluded that each carrier has financial responsibility for the cost for transit of its originated traffic:

The Florida Public Service Commission

> The record evidence is persuasive that the originating carrier utilizing BellSouth's transit service is responsible to compensate BellSouth for that service. **Any decision to the contrary would appear to conflict with 47 CFR 51.703(b) which prohibits a LEC from assessing charges on any other carrier for traffic originating on its network.** Furthermore, the Small LECs have provided no valid reason to deviate from the "originating carrier pays" policy. The Small LECs' claims that CLECs and CMRS providers, as the terminating carriers of transit traffic, are direct beneficiaries of transit connections and thus, should be responsible for compensating BellSouth for the transit function, **are unsupported and have no basis in law, policy, or principles of equity**. ...

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[16] *Central Texas Telephone Cooperative Inc., et. al. v. Federal Communications Commission*, Brief of Respondents, Case No. 03-1405, p. 35 (D.C. Cir. 2004) (citing, *Southwestern Bell Tel. Co. v. Public Utilities Commission of Texas*, 348 F.3d 482, 486-87 (5th Cir. 2003); *MCImetro Access Transmission Services, Inc. v. BellSouth Telecommunications, Inc.*, 352 F.3d 872, 878-79 (4th Cir. 2003)) (Emphasis added.).

[17] Verizon Arbitration Order, *supra* note 12, at paragraph 52. (Emphasis added.)

... the "calling party's network pays" (CPNP) concept is well-established policy based on principles of cost causation. FCC Rule 51.703(b) states that "A LEC may not access charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC's network." (47 CFR 51.703(b)) Read in conjunction with Rule 51.701(b)(2), Rule 51.703(b) requires LECs to deliver traffic, without charge, to a CMRS provider's switch anywhere within the Major Trading Area (MTA) in which the call originated. **Thus, the Small LECs' claim that there should be no compensation impact on them when they originate traffic is nonsensical.** If customers of the Small LEC place a call that transits BellSouth's network, it is because the Small LEC and the terminating carrier have not established a direct interconnection. **The Small LEC's customer is the cost causer; the Small LEC should pay transit costs as a cost of doing business.**[18]

The Public Utilities Commission of California

Furthermore, the location of the POI is irrelevant to the obligation to pay transit charges. As several Federal courts have recognized, the policy of the Act and rules is that the originating carrier is responsible for transit charges, regardless of where the POI is located. The language of the 10th Circuit in rejecting an identical argument in an Oklahoma case is typical:

> The [rural LEC's] argument that CMRS providers must bear the expense of transporting [rural LEC]-originated traffic on the [intermediary] network must fail.

The D.C. Circuit, 4th Circuit and 5th Circuit have all applied the same principle with regard to interconnection between two LECs, each ruling that **the originating carrier is responsible for the costs of transport from its network to the terminating carrier's network.**[19]

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[18] *Joint petition by TDS Telecom d/b/a/ TDS Telecom/Quincy Telephone, et. al. objecting to and requesting suspension and cancellation of proposed transit traffic service tariff filed by BellSouth Telecommunications, Inc.*, Order on BellSouth Telecommunications, Inc.'s Transit Traffic Service Tariff, Florida Public Service Commission, Order No. PSC-06-0776-FOF-TP, Docket Nos. 05-0119-TP and 05-0125-TP, issued September 18, 2006, p. 22. [*Florida Decision.*] (Emphasis added).

[19] *In the Matter of the Petition by Siskyou Telephone Company (U 1017-C) for Arbitration of a Compensation Agreement with Cingular Wireless Pursuant to 47 C.F.R. § 20.11(e)., et. al.*, Public Utilities Commission of California, Draft Arbitrator's Report, March 8, 2007, page 22 (Citing *Atlas Telephone* 400 F. 3d 1256, 1265 n, 9; and *Mountain Communications v. FCC*, 355 F. 3d 644 (D.C. Cir. 2004); *MCIMetro v. Bellsouth*, 351 F. 3d 872 (4th Cir. 2003; *Southwestern Bell v. Texas Public Utilities Commission*, 348 F. 3d 482 (5th Cir. 2003)) (Emphasis added).

The Tennessee Regulatory Authority

> If a call originates in a switch on one party's network, then that party is responsible for the transiting costs.[20]

The Pennsylvania Public Utility Commission

> Based on FCC rule § 51.703(b) that prohibits an originating carrier from charging a terminating carrier for the costs of traffic originating on its network, we decide that the weight of authority would place the cost responsibility for third-party transit on the originating carrier.[21]

The Georgia Public Service Commission

> In *Atlas*, the Tenth Circuit concluded that commercial mobile radio service providers should not have to bear the costs of transporting calls that originated on the networks of rural telephone companies across an incumbent LEC's network. The Tenth Circuit also found that the Section 251(a) obligation of all carriers to interconnect directly or indirectly is not superseded by the more specific obligations under Section 251(c)(2).
>
> The Commission finds the reasoning of *Atlas* compelling. **It is consistent with and confirms the principle that the originating party must bear the costs of transiting the call.**[22]

The Indiana Utility Regulatory Commission

> We find that each party should have the ability under the arrangement to interconnect indirectly and send traffic through a tandem transit provider. **We also find that each party shall be responsible for any charges incurred in delivering traffic originated by its customers to the other party.** We find this conclusion is consistent with the public interest because it requires

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[20] *Petition for Arbitration of Cellco Partnership d/b/a/Verizon Wireless, et. al.*, Order of Arbitration Award, Tennessee Regulatory Authority, Docket No. 03-00585, January 12, 2006, page 30.

[21] *Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996 to Establish an Interconnection Agreement With ALLTEL Pennsylvania, Inc.*, Opinion and Order, Pennsylvania Public Utility Commission, Docket No. A-310489F7004, January 13, 2005, page 27. [*Pennsylvania Decision.*]

[22] *BellSouth Communications, Inc.'s Petition for a Declaratory Ruling Regarding Transit Traffic*, Order on Clarification and Reconsideration, Georgia Public Service Commission, Docket No. 16772-U, released May 2, 2005, page 4. (Citing Atlas Telephone Company, et. al. v. Oklahoma Corporation Commission, et. al., 400 F.3d 1256, (10th Cir. 2005)) (Emphasis added).

competitively neutral terms for interconnection by placing symmetrical traffic delivery obligations on both parties.

Our conclusion is also consistent with the competitively neutral regime created by the FCC (which has been followed by at least four other state commissions) under which interconnecting carriers are required to pay the costs associated with transporting calls to the ILEC and the ILEC has the obligation to pay costs associated with transporting calls to the interconnecting carrier.[23]

The Minnesota Public Utilities Commission

But the proposed tariff's Section F ("Land to Mobile Transmitting") would impose a charge on wireless carriers for the privilege of completing calls originated by CenturyTel's customers. This language violates longstanding convention and FCC rules. The Department recommends that this part of the tariff be deleted. The Commission finds this recommendation reasonable and will direct CenturyTel to comply. [24]

The Public Service Commission of Missouri

The Commission concurs with the Arbitrator's finding that, in general, each party is solely responsible for the facilities on its side of the POI. Nonetheless, **the Commission agrees with Sprint that each party must be financially responsible for its own outgoing traffic**.[25]

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[23] *In the Matter of Sprint Communications Company L.P.'s Petition for Arbitration ... with Ligonier Telephone Company, Inc.*, Final Order, Indiana Utility Regulatory Commission, Cause No. 43052-INT-01, approved September 6, 2006, p. 48. (Citing, (1) ... *Sprint Communications Company L.P. Petition of Consolidated Arbitration with Certain Illinois Incumbent Local Exchange Carriers...*, Arbitration Decision, Illinois Commerce Commission, Docket No. 05-0402 (November 8, 2005); (2) *Petition of ... Verizon Wireless for Arbitration ... With Alltel Pennsylvania, Inc.*, Pennsylvania Public Utility Commission, Opinion and Order, Docket A-310489F7004 (January 13, 2005); (3) *Petition for Arbitration of ... Verizon Wireless*, Tennessee Regulatory Authority Case No. 03-00585, at 30 (January 12, 2006); and (4) *Arbitration of Sprint Communications Company L.P. v. Ace Communications Group, et. al.*, Iowa Utilities Board, Docket nos. ARB-05-2, et. al., at 12 (March 24, 2006) (Emphasis added).

[24] *In the Matter of Wireless Local termination Tariff Applicable to Commercial Mobile Radio Service Providers that Do Not Have Interconnection Agreements with CenturyTel of Minnesota*; Minnesota Public Utilities Commission Docket No. P-551/M-03-811; Oder Requiring Revised Filing; at page 9; Issue Date November 18, 2003. (citing 47 C.F.R. 51.703(b)).

[25] *Southwestern Bell Telephone, L.P., d/b/a SBC Missouri's Petition for Compulsory Arbitration of Unresolved Issues for a Successor Interconnection Agreement to the Missouri 271 Agreement ("M2A")*, Public Service Commission of Missouri, Arbitration Decision, Case No. TO-2005-0336, Issued July 11, 2005, page 40 (Emphasis added).

Illinois Commerce Commission

> When indirectly interconnecting through a third party ILEC switch each party should be financially responsible (that is financially responsible for its own installed facilities or for compensating another party for facilities it uses) for interconnection facilities on its side of the third party ILEC switch. Costs associated with tandem switching should be paid by the carrier sending the traffic. This, in effect, creates two POIs – one on either side of the third party ILEC tandem – demarcating the carriers' financial responsibility for interconnection facilities. When the RLEC is delivering traffic to Sprint then the POI will be on the Sprint side of the third party ILEC tandem. When Sprint is delivering traffic to the RLEC then the POI will be on the RLEC side of the third party ILEC tandem. This is the most efficient and equitable means of allocating costs.[26]

Iowa Utilities Board

The Iowa Utilities Board concluded that the Illinois decision was similar to the case before it since the Illinois RLECs were objecting to paying the transiting costs associated with delivering their originating traffic.[27] In its decision on the issue, the IUB stated,

> The Board notes the location of POI was central to the Illinois Commission's decision. The Commission apparently recognized that there is no true POI under indirect interconnection. A POI that would exist within an RLEC network would only exist under §251(c) direct interconnection. The Illinois Commission ruled that where there is indirect interconnection pursuant to §251(a) involving a third-party transiting carrier, there are "in effect" two POIs. With two POIs, each party must pay the cost of delivering traffic to the other party.[28]

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he language proposed by Sprint on this issue is consistent with the Calling Party's Network

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[26] *Sprint Communications L.P. d/b/a/ Sprint Communications Company L.P. Petition for Consolidated Arbitration with Certain Illinois Incumbent Local Exchange Carriers pursuant to Section 252 of the Telecommunications Act of 1996*, Arbitration Decision, Illinois Commerce Commission, Docket No. 05-0402, Dated November 8, 2005, page 28.

[27] Iowa Utilities Board, Docket Nos. ARB-05-2, ARB-05-5 and ARB-05-6, Arbitration Order, March 24, 2006, p. 11

[28] *Id.*, at p. 12.

Pays principle and indirect interconnection obligations that are recognized in the FCC's rules and numerous state commissions, including decisions in arbitration proceedings addressing RLEC obligations. The Commission should reject CenturyTel's attempt to require direct interconnection and to pass to Sprint the cost of delivering traffic that originates on CenturyTel's network under an indirect interconnection.

III. CONCLUSION

In recognition of the foregoing, Sprint respectfully requests that the Commission:

a) issue an order rejecting CenturyTel's attempt to modify agreed to language and approving the interconnection agreement attached to Sprint's Motion;

b) retain jurisdiction of this arbitration and the Parties hereto as necessary to enforce the arbitrated agreement; and

d) grant such other and further relief as the Commission deems just and proper.

Respectfully submitted this 21st day of November, 2008.

Respectfully submitted,

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Attorneys for Sprint Communications Company L.P.

BEFORE THE
PUBLIC UTILITY COMMISSION OF OREGON

In the Matter of	)	Docket No. ARB830
SPRINT COMMUNICATIONS COMPANY L.P.	)	CERTIFICATE OF SERVICE
Petition For Arbitration of an Interconnection Agreement with CENTURYTEL OF OREGON, INC.	)	

I certify that I have this 21st day of November 2008 sent the attached Sprint Communications Company L.P. Response to CenturyTel's Request for Direction to Sprint to Sign by electronic mail and Federal Express to the following:

Filing Center
Public Utility Commission of Oregon
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I further certify that I have this day sent the above-referenced documents by mailing a copy properly addressed with first-class postage prepaid and by electronic mail pursuant to OAR 860-013-0070 to the following parties or attorneys of parties:

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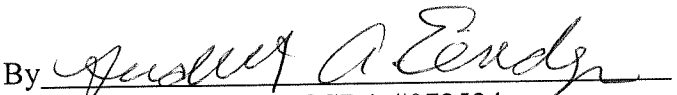
Dated at Seattle, Washington this 21st day of November, 2008.

GRAHAM & DUNN PC

By 
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