

MARIANNE DUGAN

Attorney at Law

email mdugan@mdugan.com
website www.mdugan.com

259 E. 5th Ave., Ste 200-D
Eugene OR 97401-2677

Telephone 541-338-7072
Facsimile 866-650-5213

December 15, 2008

VIA ELECTRONIC MAIL AND U.S. MAIL

Filing Center

Oregon Public Utility Commission

550 Capitol Street NE, Suite 215

Salem, OR 97301-2551

Re: ARB 864 - Complaint Regarding CenturyTel and Motion for Injunction
Expedited Relief Requested

Dear Sir/Madam:

Enclosed is Western Radio's "Complaint Regarding CenturyTel and Motion for Injunction" for filing in the above-referenced matter. Also enclosed is a Certificate of Service.

Very truly yours,

Marianne Dugan

encl

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

In the Matter of)	
)	ARB 864
WESTERN RADIO SERVICES)	
COMPANY)	COMPLAINT REGARDING
)	CENTURYTEL
Request for Interconnection Agreement)	and MOTION FOR INJUNCTION
with CENTURYTEL OF EASTERN)	
OREGON, INC.)	EXPEDITED RELIEF
)	REQUESTED

Pursuant to 47 U.S.C. 251(a), 251(c)(1)and 252(b)(5); 47 C.F.R. 20.11; OAR 860-013-0015; and OAR 860-013-0031, Western Radio Services Co. files this complaint against CenturyTel of Eastern Oregon, Inc. (CenturyTel), and seeks an injunction to maintain the status quo until the parties have finalized the Interconnection Agreement which is the subject of ARB 864. **Western seeks expedited relief because on December 10 CenturyTel took extraordinary action harming Western and its customers, and that harm is ongoing and significant.** In support of this complaint Western submits the following information.

1. Western, the complainant, is authorized by the Federal Communications Commission to provide Commercial Mobile Radio Service within the State of Oregon.

Western's address and telephone number are as follows:

Western Radio Services Co.
P.O. Box 1618
Bend, Oregon 97709

(541) 389-5286 Voice
(541) 389-9856 Fax
oberdorfer@earthlink.net

Western is represented in this matter by:

Marianne Dugan, Attorney
259 E. 5th Ave. Ste 200-D
Eugene, OR 97401
(541) 338-7072 voice
(866) 650-5213 fax
mdugan@mdugan.com

2. The party defendant, an incumbent local exchange carrier, is:

Century Telephone of Eastern Oregon (CenturyTel)
805 Broadway, VH1065
Vancouver, WA 98660-3277
(360) 905-5958 voice
calvin.simshaw@CenturyTel.com

Most recently represented by:

Richard A. Finnigan, Attorney
2112 Black Lake Blvd SW
Olympia, WA 98512
(360) 956-7001
(360) 753-6862 fax
rickfinn@localaccess.com

3. The specific acts complained of and the facts constituting the grounds of complaint are as follows.

The parties do not yet have an Interconnection Agreement. The parties have been interconnecting in Oregon for years. Western asked CenturyTel if it wanted to agree to not bill each other for facilities and transport and termination so the PUC would not have to do the costing and the parties would not have to bill each other. CenturyTel agreed.

For the past three years, CenturyTel's equipment has been generating erroneous billings

to Western for "toll" calls when in fact the calls are not toll calls, and CenturyTel has been writing off the charges in recognition of the error.

Less than one month ago, on November 21, Western filed its Petition for Arbitration with the PUC in this matter. Immediately upon receiving that filing, CenturyTel ceased writing off the erroneous "toll" charges. Western refused to pay the erroneous charges. Because Western refused to pay, on December 10, 2008, CenturyTel began "toll-restricting" the trunk group associated with Western Radio. This prevents Western's customers from accessing anything but CenturyTel's network, thereby preventing Western's customers from calling the customers of any other telecommunications carriers.

As discussed in more detail infra, CenturyTel is prohibited from imposing tariff charges on Western by 47 C.F.R. 20.11. It appears that CenturyTel has chosen to impose the terms of its standard Interconnection Agreement prior to the arbitration of that agreement.

It also appears that CenturyTel's reason for doing so is to pressure Western into dropping its arbitration and accepting its standard terms and conditions.

In so doing, CenturyTel has acted in bad faith and has caused damage to Western and its customers.

Western routes all calls to CenturyTel's switch just as CenturyTel routes all calls to Western's switch. CenturyTel has falsely stated that Western that it is Western's equipment that is causing the problem. There are no changes Western can make; the error is on CenturyTel's end.

The parties' agreement of 50% and for not billing was for reciprocal compensation. Reciprocal compensation applies to wireless traffic that originates or terminates within the Major

Trading Area (MTA).

4. The exact relief requested is an injunction against CenturyTel billing Western for the above-referenced charges and from "toll-restricting" the trunk group associated with Western Radio.

5. The applicable statutes or rules alleged to have been violated are:

a. 47 U.S.C. 251(c)(1) requires the incumbent local exchange carrier "to negotiate in good faith in accordance with section 252 the particular terms and conditions of agreements."

CenturyTel has begun conditioned the processing of Western's interconnection orders on Western's unquestioning acceptance of CenturyTel's new decision to start imposing its erroneous "toll" charges on Western and its customers; and when Western refused, in cutting off service. CenturyTel is violating the Act's good faith negotiation obligations set out in Section 251(c)(1).

b. 47 U.S.C. 251(a) requires every telecommunications carrier (1) to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers; and (2) not to install network features, functions, or capabilities that do not comply with the guidelines and standards established pursuant to section 255 or 256 of this title. CenturyTel has violated this provision as of December 10.

c. 47 U.S.C. 252(b)(5) provides: "The refusal of any other party to the negotiation to participate further in the negotiations, to cooperate with the State commission in carrying out its function as an arbitrator, or to continue to negotiate in good faith in the presence, or with the assistance, of the State commission shall be considered a failure to negotiate in good faith."

CenturyTel's actions violate this provision as well.

d. 47 C.F.R. 20.11(d) provides: "Local exchange carriers may not impose

compensation obligations for traffic not subject to access charges upon commercial mobile radio service providers pursuant to tariffs." CenturyTel's erroneous "toll" charges violate this provision.

e. 47 C.F.R. 20.11(a) requires a local exchange carrier to "provide the type of interconnection reasonably requested by a mobile service licensee or carrier, within a reasonable time after the request, unless such interconnection is not technically feasible or economically reasonable." CenturyTel's decision to "toll-restrict" Western's traffic as of December 10 violates this provision.

f. 47 C.F.R. 20.11(b) requires local exchange carriers and commercial mobile radio service providers to "comply with principles of mutual compensation"; specifically, "(1) A local exchange carrier shall pay reasonable compensation to a commercial mobile radio service provider in connection with terminating traffic that originates on facilities of the local exchange carrier; and (2) A commercial mobile radio service provider shall pay reasonable compensation to a local exchange carrier in connection with terminating traffic that originates on the facilities of the commercial mobile radio service provider." CenturyTel's actions violate this provision as well.

g. 47 C.F.R. 51.305(a) requires an incumbent LEC to "provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network: (1) For the transmission and routing of telephone exchange traffic, exchange access traffic, or both; (2) At any technically feasible point within the incumbent LEC's network . . . (4) On terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of any agreement, the requirements of sections 251 and 252 of the

Act, and the Commission's rules including, but not limited to, offering such terms and conditions equally to all requesting telecommunications carriers, and offering such terms and conditions that are no less favorable than the terms and conditions upon which the incumbent LEC provides such interconnection to itself." CenturyTel's actions violate this provision as well.

CONCLUSION

Western respectfully requests that the PUC enjoin CenturyTel from billing Western for the above-referenced "toll" charges and from "toll-restricting" the trunk group associated with Western Radio, pending completion of the arbitration in this matter.

Respectfully Submitted December 15, 2008.

/s/ Marianne Dugan
Marianne Dugan, OSB 93256
Attorney at Law
259 E. 5th Ave., Ste 200D
Eugene, OR 97401
(541) 338-7072
Fax (866) 650-5213
mdugan@mdugan.com

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

ARB 864

In the Matter of)	
)	CERTIFICATE OF SERVICE
WESTERN RADIO SERVICES)	
COMPANY)	
)	
Request for Interconnection Agreement)	
with CENTURYTEL OF EASTERN)	
OREGON, INC.)	

I certify that on December 15, 2008, I sent Western Radio's Complaint Regarding CenturyTel and Motion for Injunction by electronic mail and U.S. mail to the following:

Filing Center
Public Utility Commission of Oregon
550 Capitol Street NE, Suite 215
Salem, OR 97301-2551
puc.filingcenter@state.of.us

I further certify that on December 15, 2008, I also served Western Radio's Complaint Regarding CenturyTel and Motion for Injunction upon all parties of record in this proceeding 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:

Calvin K. Simshaw
Century Telephone of Eastern Oregon
805 Broadway, VH1065
Vancouver, WA 98660-3277
calvin.simshaw@CenturyTel.com

Michael T. Weirich
Assistant Attorney General
Regulated Utility & Business Section

1162 Court St NE
Salem, OR 97301-4096
michael.weirich@doj.state.or.us

Richard L. Oberdorfer
Western Radio Services Co Inc
Bend, OR 97701
oberdorfer@earthlink.net

Richard A. Finnigan
2112 Black Lake Blvd SW
Olympia, WA 98512
rickfinn@localaccess.com

Dated December 15, 2008.

/s/ Marianne Dugan
Marianne Dugan, OSB # 93256
Attorney for Plaintiffs
259 E. 5th Ave., Suite 200-D
Eugene, Oregon 97401
(541) 338-7072