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August 7, 2012

VIA E-MAIL & E-FILING

Jeffrey Nodland
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Public Utility Commission of Oregon
Filing Center
550 Capitol Street NE #215
PO Box 2148
Salem, OR 97308
(puc.filingcenter@state.or.us)

Re: *10-Day Notice of Intent to File Complaint for Enforcement of Interconnection Agreement (North County Communications Corporation of Oregon v. Qwest Corporation d/b/a CenturyLink QC)*

Dear Sir/Madam:

Pursuant to OAR 860-16-0050(3)(a), North County Communications Corporation of Oregon (“NCC”), by and through undersigned counsel, submits this notice of intent to file a complaint for enforcement of interconnection against Qwest Corporation d/b/a CenturyLink QC (“CTL”). NCC and CTL agreed in writing on July 16, 2012, to submit their ICA-related disputes to the Commission.

The issues to be addressed in NCC’s complaint are as follows:

This dispute concerns CTL’s obligation to pay for local call termination services provided by NCC to CTL. In or around January 2009, CTL disputed NCC’s local call termination service invoices, and it has not paid for any local call termination services since that time. In July 2010, after the Parties were unable to resolve their disputes, the Parties entered into a tolling agreement to toll the statutes of limitation applicable to their disputes. For call termination services, CTL has refused and refuses to pay 100 percent of the charges applicable to CTL’s traffic terminated to NCC’s network. Instead, CTL has imposed a formula that is unlawful, inaccurate and completely unsupported by facts.

In addition, this Complaint concerns CTL’s overcharging NCC for multiplexer (“MUX”) fees associated with the Parties’ interconnection facilities. Specifically, CTL improperly charges NCC for 100 percent of the MUX fees interconnecting the Parties’ networks. Furthermore, CTL has engaged in unlawful and

August 7, 2012

Page 2 of 2

anticompetitive behavior to prevent NCC from taking steps to eliminate MUX fees. Moreover, CTL has overcharged and improperly charged NCC for circuit installation fees.

Finally, CTL has improperly and unlawfully charged NCC for the call detail records (“CDRs”) that enable NCC to bill for its local call termination services.

With this Complaint, NCC seeks a Commission order: (1) establishing the proper formula for calculating the amounts owed by CTL to NCC for NCC’s local call termination services; (2) requiring CTL to compensate NCC for past amounts owed for local call termination services; (3) requiring CTL to compensate NCC for future local call termination services; (4) declaring unlawful CTL’s unilateral formula for calculating its share of local call termination services; (5) declaring unlawful CTL’s imposition of MUX fees on NCC; (6) requiring CTL to refund to NCC past charges for improper and unlawful MUX fees; (7) requiring CTL to refund to NCC overcharges for improper and unlawful circuit installation charges; (8) declaring unlawful CTL’s practice of charging NCC for all CDRs; (9) requiring CTL to cease charging NCC for all CDRs; (10) requiring CTL to refund to NCC past charges for CDRs; and (11) providing such other and further relief as the Commission finds fair, just, reasonable, and sufficient.

NCC intends to file its complaint in accordance with the Commission’s rules and regulations.

Sincerely,

/s/

R. Dale Dixon, Jr.

cc: legal.interconnection@qwest.com; legal.interconnection@centurylink.com
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