

Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

1.66 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

1.67 **911 Service**

911 and E911 provides an End User access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

1.68 **North American Numbering Plan (NANP)**

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.69 **Numbering Plan Area (NPA)**

Also sometimes referred to as an area code, is the three-digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.70 **NXX, NXX Code, Central Office Code or CO Code**

The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.71 **Owner or Operator**

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), Operator means the person responsible for the overall (or part of the) operations of a facility.

1.72 **Party/Parties**

CenturyTel and/or IDT.

1.73 **Pole Attachment**

A Party's use of space on telephone poles belonging to the other Party for *attachment of cables and related materials to provide services in accordance with the terms and conditions of this Agreement.*

1.74 **Provider**

The Party providing service to the other. CenturyTel or IDT depending on the context and which Party is providing the service to the other Party.

1.75 **Public Safety Answering Point (PSAP)**

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.76 **Qualifying Service**

A Qualifying Service is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of incumbent local exchange carriers, including, but not limited to, local exchange service (such as "Plain Old Telephone Service"), and access service (such as DSL services and high-capacity circuits).

1.77 **Rate Center**

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.78 **Right-of-Way (ROW)**

The right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.79 **Routing Point**

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.80 **Service Control Point (SCP)**

Service Control Point (SCP) means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

1.81 **Service Switching Point (SSP)**

A Service Switching Point (SSP) is a Signaling Point (SP) that can launch queries to databases and receive/interpret responses in order to provide specific customer services.

1.82 **Signaling Point (SP)**

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.83 **Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.84 **Signaling Transfer Point (STP)**

Signaling Transfer Point (STP) means a Packet Switch that performs message routing functions and provides information for the routing of Common Channel Signaling (CCS) messages.

1.85 **State**

The State in which Services are to be provided under the Agreement.

1.86 **Subsidiary**

A corporation or other legal entity that is majority owned by a Party.

1.87 **Subsequent Service Order**

Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no NRC will be applied.

1.88 **Synchronous Optical Network (SONET)**

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

1.89 **Switched Access Service**

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.90 **Tandem or Tandem Switch**

Tandem means to connect in series. A Tandem or Tandem Switch connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

1.91 **TDM Technology**

Time Division Multiplexing. A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot.

1.92 **Telcordia Technologies**

A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.93 **Telecommunications Services**

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.94 **Third Party Contamination**

Environmental pollution that is not generated by the LEC or IDT but results from off-site activities impacting a facility.

1.95 **Transit Traffic**

Transit Traffic is traffic originating on IDT's network that is switched and/or transported by CenturyTel and delivered to a third party's network.

1.96 **Trunk Side**

Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone sets.

1.97 **Undefined Terms**

Undefined terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance with CenturyTel's tariffs, or, if not defined therein, under customary usage in the telecommunications industry as of the effective date of this Agreement.

1.98 **Wire Center**

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.

Exhibit C

Service Date: July 11, 2006

DEPARTMENT OF PUBLIC SERVICE REGULATION
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MONTANA

IN THE MATTER OF the Application of)	UTILITY DIVISION
IDT America, Corp.)	
and)	DOCKET NO. D2006.4.57
CenturyTel of Montana, Inc.)	
Pursuant to Section 252(e) of the)	ORDER NO. 6752
Telecommunications Act of 1996 for Approval)	
of their Interconnection and Resale Agreement)	

FINAL ORDER

Introduction and Procedural Background

1. On February 8, 1996, the Telecommunications Act of 1996 (1996 Act)¹ was signed into law, ushering in a sweeping reform of the telecommunications industry that is intended to bring competition to the local exchange markets. The 1996 Act sets forth methods by which local competition may be encouraged in historically-monopolistic local exchange markets. The 1996 Act requires companies to negotiate agreements with new competitive entrants in their local exchange markets. 47 U.S.C. §§ 251 and 252.

2. CenturyTel of Montana, Inc. ("CenturyTel") entered into a voluntarily negotiated interconnection agreement with IDT America, Corp. ("IDT") for interconnection according to the 1996 Act. CenturyTel filed the parties' Traffic Exchange Agreement (Agreement) with the Montana Public Service Commission (Commission) on April 20, 2006.

3. The Commission issued a Notice of Application for Approval of the Interconnection Agreement and Opportunity to Intervene and Comment on April 24, 2006, giving public notice of the requirements that the Commission must approve the Agreement unless it finds the Agreement discriminates against other telecommunications carriers not parties to the agreement, or is not consistent with the public interest, convenience and necessity. The notice stated that no public hearing was contemplated unless requested by an interested party by May 12, 2006. The notice further stated that interested persons could submit limited comments

¹ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of 47 U.S.C.).

on whether the agreements met these requirements no later than May 22, 2006.

4. No hearing has been requested and no comments or requests for intervention were received.

Applicable Law and Commission Decision

5. The standards for approving an interconnection agreement differ, depending on whether the agreement has been voluntarily negotiated or has been arbitrated by a state commission. 47 U.S.C. § 252(e)(2). The Agreement submitted for approval in this proceeding was negotiated voluntarily by the parties and thus must be reviewed according to the provisions in 47 U.S.C. § 252(e)(2)(A).

6. Section 252(e)(4) of the 1996 Act provides that a negotiated agreement submitted for a state commission's approval must be approved or rejected within 90 days or it will be deemed approved. Thus, Commission approval or rejection according to the standards set forth in the 1996 Act must be issued by July 24, 2006, 90 days following the submission of the Traffic Exchange Agreement for Commission approval.

7. The Commission must approve or reject the agreement, with written findings as to any deficiencies. 47 U.S.C. § 252(e)(1). Section 252(e)(2)(A) prescribes the grounds for rejection of an agreement reached by voluntary negotiation:

- (2) **GROUND FOR REJECTION.** – The State commission may only reject –
 - (A) an agreement (or any portion thereof) adopted by negotiation under [47 U.S.C. § 252(a)] if it finds that
 - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity[.]

8. Notwithstanding the limited grounds for rejection in 47 U.S.C. § 252(e)(2)(A), the Commission's authority is preserved in § 252(e)(3) to establish or enforce other requirements of Montana law in its review of arbitrated or negotiated agreements, including requiring compliance with state telecommunications service quality standards or requirements. Such compliance is subject to § 253 of the 1996 Act, which does not permit states to impose any statutes, regulations, or legal requirements that prohibit or have the effect of prohibiting market entry.

9. Unlike an agreement reached through arbitration, a voluntarily negotiated agreement need not comply with standards set forth in §§ 251(b) and (c). 47 U.S.C. §§ 251(b), 252(c) and 252(a)(1) of the Act permit parties to agree to rates, terms and conditions for interconnection that may not be deemed just, reasonable and nondiscriminatory, and that are not determined according to the pricing standards included in § 252(c) of the Act, as would be required in the case of arbitrated rates set by the Commission.

10. By approving this Agreement, the Commission does not intend to imply that it approves of all the terms and conditions included in the Agreement and makes no findings herein on the appropriateness of many of the terms and conditions. Our interpretation of the 1996 Act is that §§ 252(a) and (c) prevent the Commission from addressing such issues in this proceeding.

11. No comments have been received that indicate the Agreement does not comply with federal law as cited above or with state telecommunications requirements. The Montana Consumer Counsel, who represents the consumers of the State of Montana, has not intervened in this approval proceeding, and has not filed comments to indicate that any portion of the Agreement is not consistent with the public interest, convenience and necessity. There have been no objections raised that the Agreement discriminates improperly or is not consistent with the public interest, convenience and necessity.

12. The Commission finds that the terms in the Agreement appear to conform to the standards required by the Act and should be approved. In approving this Agreement, the Commission is guided by provisions in state and federal law that have been enacted to encourage the development of competitive telecommunications markets. Section 69-3-802, MCA, for example, states that it is the policy of the State of Montana to encourage competition in the telecommunications industry and to provide for an orderly transition to a competitive market environment.

13. CenturyTel and IDT can agree that nothing in their Agreement prohibits certain conduct, but if that conduct otherwise violates the law, the provision in the Agreement that sanctions such conduct is void. §§ 28-2-604, 28-2-701, 28-2-702, MCA. Any provision or term of this Agreement that is in conflict with the law, whether or not specifically addressed by the Commission, is rejected as a matter of law and not in the public interest.

Conclusions of Law

1. The Commission has authority to supervise, regulate and control public utilities. Section 69-3-102, MCA. CenturyTel is a telecommunications carrier providing regulated local exchange and other telecommunications services in the State of Montana. Section 69-3-101, MCA.

2. Before providing services in Montana, IDT initially will be required to register with the Commission as a telecommunications provider and to provide the requested information to the Commission, if it has not already done so. § 69-3-805, MCA.

3. The Commission has authority to do all things necessary and convenient in the exercise of the powers granted to it by the Montana Legislature and to regulate the mode and manner of all investigations and hearings of public utilities and other parties before it. Section 69-3-103, MCA.

4. The United States Congress enacted the Telecommunications Act of 1996 to encourage competition in the telecommunications industry. Congress gave responsibility for much of the implementation of the 1996 Act to the states, to be handled by the state agency with regulatory control over telecommunications carriers. *See generally*, the Telecommunications Act of 1996, Pub.L. No. 104-104, 110 Stat. 56 (*amending scattered sections of the Communications Act of 1934, 47 U.S.C. §§ 151, et seq.*). The Montana Public Service Commission is the state agency charged with regulating telecommunications carriers in Montana and properly exercises jurisdiction in this Docket pursuant to Title 69, Chapter 3, MCA.

5. Adequate public notice and an opportunity to be heard has been provided to all interested parties in this Docket, as required by the Montana Administrative Procedure Act, Title 2, Chapter 4, MCA.

6. The Commission has jurisdiction to approve the agreement negotiated by the parties and submitted to the Commission for approval according to § 252(e)(2)(A). Section 69-3-103, MCA.

7. Approval of interconnection agreements by the Commission is subject to the requirements of federal law as set forth in 47 U.S.C. § 252. Section 252(e) limits the

Commission's review of a negotiated agreement to the standards set forth therein for rejection of such agreements. Section 252(e)(4) requires the Commission to approve or reject the Agreement by July 24, 2006, or the Agreement will be deemed approved.

8. The Commission may reject a portion of a negotiated agreement and approve the remainder of the agreement if such action is consistent with the public interest, convenience and necessity and does not discriminate against a carrier not a party to the agreement. 47 U.S.C. § 252(e)(2)(A).

Order

THEREFORE, based upon the foregoing, it is ORDERED that the Agreement of the parties submitted to this Commission for approval pursuant to the 1996 Act is approved subject to the following condition:

The parties shall file subsequent amendments to the Agreement with the Commission for approval pursuant to the 1996 Act.

DONE AND DATED this 6th day of July 2006, by a vote of 5 to 0.

BY ORDER OF THE MONTANA PUBLIC SERVICE COMMISSION

GREG JERGESON, Chairman

BRAD MOLNAR, Vice Chairman

DOUG MOOD, Commissioner

ROBERT H. RANEY, Commissioner

THOMAS J. SCHNEIDER, Commissioner

ATTEST:

Connie Jones
Commission Secretary

(SEAL)

NOTE: Any interested party may request the Commission to reconsider this decision. A motion to reconsider must be filed within ten (10) days. See ARM 38.2.4806.

Exhibit D

P.O. Box 9901
Vancouver, WA 98668-8701
Tel 360 905 5958
Fax 360 905 5953

calvin.simshaw@centurytel.com



Calvin K. Simshaw

Vice President
Associate General Counsel - Regulatory

VIA OVERNIGHT MAIL AND E-MAIL

Ana Bataille
IDT America, Inc.
520 Broad Street
Newark New Jersey 07102

Chana Goldberger
IDT America, Inc.
520 Broad Street
Newark New Jersey 07102

Re: Request to Port Numbers in Montana

Dear Ms. Bataille and Ms. Goldberger:

The Traffic Exchange Agreement Between CenturyTel of Montana, Inc. and IDT America, Corp. in the State of Montana (the "Agreement") was recently approved by the Montana Public Service Commission. Presumably pursuant to the Agreement, IDT has submitted requests that five local numbers be ported from CenturyTel to IDT. The requests were received on July 11 and 12, 2006. While it is true that the Agreement does contemplate and provide for the porting of numbers from CenturyTel to IDT, CenturyTel must decline to process the porting requests at this time for the reasons stated herein.

IDT entered the Agreement "...in its capacity as a certified Provider of local two-way wireline dial-tone service..." (see first paragraph of the Agreement). The intent of the Agreement was to cover arrangements concerning IDT's provision of local service to its end user customers. This is confirmed by the first sentence of Article I. SCOPE AND INTENT of the Agreement, which provides:

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of the connection and the exchange of Local Traffic between their respective end user customers.

Therefore the arrangements provided by CenturyTel under the Agreement (including local number portability in Article IV. Section 8) are to be related to end user customers of IDT. CenturyTel has reason to believe that the above-referenced number porting requests submitted by IDT are not related to IDT end users. It appears to CenturyTel that the number porting requests

are likely related to end user customers of another company who does not have an interconnection agreement with CenturyTel. Provision of number porting under these circumstances would be outside the scope of the Agreement and inappropriate.

If you feel that CenturyTel is mistaken in this regard, please provide information that would validate that the number porting requests actually do relate to IDT end user customers and not the end users of another company. Otherwise, CenturyTel must continue to decline to process the number porting requests submitted by IDT.

I may be reached at (360) 905-5958 or calvin.simshaw@centurytel.com to discuss this matter.

Sincerely,

Calvin K. Simshaw
Assoc. Gen. Counsel

cc: Jackie Phillips

Exhibit E



IDT America, Inc.
520 Broad Street
Newark, New Jersey 07102

July 19, 2006

VIA OVERNIGHT MAIL AND EMAIL

Calvin K. Simshaw
Associate General Counsel - Regulatory
CenturyTel
P.O. Box 9901
Vancouver, WA 98668-8701
Tel 360-905-5958
Fax 360-905-5953
calvin.simshaw@centurytel.com

CenturyTel, Inc.
Attention: Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203

Re: CenturyTel's Failure to Comply with its Local Number Portability Obligations in Montana

Dear Mr. Simshaw:

This letter is in response to your letter to IDT America, Corp ("IDT") (undated and received via overnight mail on July 17, 2006) refusing to complete IDT's number porting requests. CenturyTel of Montana, Inc.'s ("CenturyTel") refusal to properly port numbers violates CenturyTel's local number portability ("LNP") obligations under the federal Communications Act of 1934, as amended ("Act"), the rules and regulations of the Federal Communications Commission ("FCC"), and the mutual Traffic Exchange Agreement ("MTE") between CenturyTel and IDT. ***CenturyTel must rectify this problem immediately or IDT will avail itself of any and all remedies available to it under the law.***

Duty to Port Numbers. CenturyTel has an expressed obligation under the MTE to port numbers to IDT. Section 8.1 of Article IV of the MTE obligates CenturyTel to port numbers when a port request is initiated by IDT. Specifically, Section 8.1.1 provides:

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LNP shall be provided in response to a porting request from either Party, consistent with applicable time periods and procedures established by the Act and applicable FCC regulations. The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and State mandates, and industry standards, as may be applicable. (Emphasis added)

Section 13 of Article III of the MTE further provides:

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

In addition, regardless of its contractual obligation, CenturyTel has a duty to provide number portability pursuant to §251(b)(2) of the Act.^{1/} LNP is defined as "the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another."^{2/} When CenturyTel receives a port request from IDT, CenturyTel must port the number expeditiously "without impairment of quality, reliability, or convenience." Thus, when one of CenturyTel's customers chooses to switch his telephone service from CenturyTel to IDT and wants to keep his telephone number, CenturyTel is required to port the number so long as IDT has a footprint in the rate center.

CenturyTel's sole reason for refusing to implement IDT's port requests is based on a mistaken "belief that the porting requests submitted by IDT are not related to IDT end users." CenturyTel has no right to refuse to port numbers based on the identity of IDT's end users. CenturyTel's refusal to port its customers' numbers is a violation of the law and is a breach of the MTE.

CenturyTel fails to understand the legal definition of "end users." IDT's provision of telecommunications service to its customers is the provision of service to an end user. The FCC has explicitly stated that the provision of wholesale telecommunications services is considered the provision of telecommunications services to an end user by a telecommunications carrier.^{3/} When an entity purchases services from telecommunications carriers such as IDT on a wholesale basis it is a business end user. It is IDT's status as a "telecommunications carrier" and its provision of local exchange

^{1/} 47 U.S.C. § 251(b)(2).

^{2/} 47 U.S.C. § 153(30); 47 C.F.R. § 52.21(l). Notably, the definition of LNP contained in Appendix C, Section 1.58 of the MTE is identical to the definitions of LNP in the Act and FCC rules.

^{3/} *Implementation of the Non-Accounting Safeguards of Section 271 and 272 of the Communications Act of 1934, as amended*, 11 FCC Red 21905, ¶ 263 (1996) ("the definition of telecommunications services is intended to clarify that telecommunications services are common carrier services, which include wholesale services to other carriers").

services that determines its entitlement to LNP processing under the Act.⁴¹ As recognized by the FCC, wholesale entities such as VoIP service providers must purchase telecommunications services from regulated telecommunications carriers like IDT in order to originate and terminate calls on the public switched network, access 911 services, and obtain numbering resources.⁵¹ CenturyTel cannot refuse to fulfill contract or legal obligations to consumers and co-carriers such as IDT because of the type of end user IDT serves. This is discrimination.

Numerous states, including New York, Illinois, Iowa, and Ohio, have ruled that an entity providing services to a wholesale provider is deemed to be a telecommunications carrier with rights under Sections 251 and 252.⁶¹ These state commissions found that the services provided to the wholesale service provider were well within the scope of what telecommunications carriers commonly do and are “no different than [the services] performed by other competitive local exchange carriers.”⁷¹ As a result, these state commissions determined that telecommunications carriers offering services to wholesale service providers were entitled to interconnection and other rights under Sections 251 and 252 because those telecommunications carriers were “acting in a role no different than other telecommunications carriers whose network could interconnect with [ILECs] so that traffic is terminated to and from each network and across networks.”⁸¹

In addition, by questioning the identity of IDT’s customers CenturyTel is engaging in improper re-verification. Under the FCC’s rules, the role of the executing carrier is clearly defined:

⁴¹ *Federal-State Joint Board on Universal Service*, 12 FCC Rcd 8776, ¶ 785 (1997) (finding telecommunications services “include services offered to other carriers, such as exchange access service, which is offered on a common carrier basis, but is offered primarily to other carriers”).

⁵¹ See, e.g., *IP-Enabled Services; E911 Requirements for IP-Enabled Service Providers*, 20 FCC Rcd 10245, ¶ 38 (2005) (noting that VoIP service providers obtain 911 services from competitive local exchange carriers); *IP-Enabled Services*, 19 FCC Rcd 4863, ¶ 12 (2004) (recognizing that VoIP service providers obtain telecommunications services from telecommunications carriers in order to provide services to the VoIP service provider’s customers).

⁶¹ Case 05-C-0170, *Petition of Sprint Communications Company L. P., Pursuant to Section 252(b) of the Telecommunications Act of 1996 for Arbitration to Establish an Intercarrier Agreement with Independent Companies*, Order Resolving Arbitration Issues (N.Y.P.S.C. May 24, 2005) (“*New York Order*”), on appeal *Berkshire Telephone Corp. v. Sprint Communications Co. L.P.*, Civ Action No. 05-CV-6502 (CJS) (MWP) (W.D.N.Y. filed Sept. 26, 2005); Case Nos. 050259, et al., *Cambridge Telephone Company, et al. Petitions for Declaratory Relief and/or Suspensions for Modification Relating to Certain Duties under §§ 251(b) and (c) of the Federal Telecommunications Act* (I.C.C. July 13, 2005) (“*Illinois Order*”); Docket No. ARB-05-02, *Arbitration of Sprint Communications Co. v. Ace Communications Group, et al.*, Order on Rehearing (I.U.B. Nov. 28, 2005) (“*Iowa Order*”); Case Nos. 04-1494-TP-UNC, et al., *Application and Petition in Accordance with Section II.A.2.b of the Local Service Guidelines Filed by: The Champaign Telephone Co., Telephone Services Co., the Germantown Independent Telephone Co., and Doylestown Telephone Co.*, Finding and Order (P.U.C.O. Jan. 26, 2005) (“*Ohio Order*”), *reh’g denied in pertinent part*, Order on Rehearing (P.U.C.O. Apr. 13, 2005).

⁷¹ *New York Order* at 5.

⁸¹ *Ohio Order* at 4-5, ¶ 7.

An executing carrier [here CenturyTel] shall not verify the submission of a change in a subscriber's selection of a provider of telecommunications service received from a submitting carrier [IDT]. For an executing carrier, compliance with the procedures described in this part shall be defined as prompt execution, without any unreasonable delay, of changes that have been verified by a submitting carrier.^{9/}

The FCC has confirmed that executing carriers cannot delay provider change requests even if the customer's name on the port request does not match the name in the executing LEC's database.^{10/} The FCC deems this type of behavior to be improper re-verification and clarified that such behavior creates a *de facto* freeze of the provider change and is therefore anti-competitive.

Accordingly, when CenturyTel receives IDT's porting request in the form of a local service request ("LSR"), it may verify the customer's account information to ensure the name, address, telephone number, etc. are correct. It may also confirm that the number is eligible for porting and that IDT has a footprint or numbering resources in the rate center. Beyond that, CenturyTel's only duty is to port the number to IDT as expeditiously as possible.

Duty to Route Calls to Ported Numbers. The FCC has emphasized that "[r]egardless of a carrier's obligation to provide number portability, all carriers have a duty to *route* calls to ported numbers. In other words, carriers must ensure that their call routing procedures do not result in dropped calls to ported numbers."^{11/}

What this means is that when a subscriber has chosen to take his number with him to IDT, CenturyTel must route to IDT calls placed by your customers to that number. The identity of IDT's end users is irrelevant. As the FCC stated, it is essential that customers not experience "any degradation in service quality or network reliability when customers switch carriers."^{12/} When a ported customer cannot receive calls originated by CenturyTel customers or a porting request is denied by CenturyTel, the customer is experiencing exactly that sort of degradation.

^{9/} 47 CFR § 64.1120(a)(2).

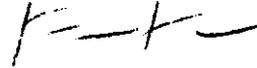
^{10/} *In the Matter of Implementation of Subscriber Carrier Selection Changes Provisions of the Telecommunications Act of 1996, Policies and Rules Concerning Unauthorized Changes of Consumers' Long Distance Carriers, LEC Coalition Request for Declaratory Ruling Regarding Carrier Change Verification*, CC Docket No. 94-129, DA 05-1618 (2005); *see also, Public Notice Consumer & Governmental Affairs Bureau Seeks Comment on an Application for Review Filed by the Rural Local Exchange Carriers*, CC Docket 94-129, DA 05-3131 (2005).

^{11/} CenturyTel, Inc., CenturyTel of Washington, Inc., CenturyTel of Cowiche, Inc., and CenturyTel of InterIsland, Inc., Apparent Liability for Forfeiture, DA 04-1303, 19 FCC Rcd 8543 ¶ 4 (rel. May 13, 2004).

^{12/} *Telephone Number Portability*, First Report and Order and Further Notice of Proposed Rulemaking, 11 FCC Rcd 8352 ¶ 48 (1996). *See also*, 47 C.F.R. § 52.23(a)(5).

It is IDT's expectation that CenturyTel will resolve this issue immediately by honoring all pending ports upon receipt of this letter and executing all future port requests within the required time interval for porting numbers. Please do not hesitate to contact us if you have any questions.

Sincerely,



**Kenneth M. Kaplan, Esq.
IDT Corporation**

**cc: Carrier Relations
CenturyTel
805 Broadway
Vancouver, WA 98660**

**Cherie Kiser, Esq.
Mintz Levin
(via email only)**

Exhibit F



VIA DHL OVERNIGHT AND EMAIL

August 11, 2006

Calvin K. Simshaw
Associate General Counsel - Regulatory
CenturyTel
P.O. Box 9901
Vancouver, WA 98668-8701
Tel 360-905-5958
Fax 360-905-5953
calvin.simshaw@centurytel.com

CenturyTel, Inc.
Attention: Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203

**Re: CenturyTel's Failure to Comply with its Local Number Portability
Obligations in Montana**

Dear Mr. Simshaw:

By attached letter dated July 19, 2006 ("Letter"), and subsequent call on July 20, 2006, IDT America, Corp. ("IDT") gave you notice of CenturyTel of Montana, Inc.'s (CenturyTel) continued failure to meet its local number portability obligations under state and federal laws and in breach of its interconnection agreement with IDT in Montana. Pursuant to that Letter, IDT notified CenturyTel that unless CenturyTel immediately ports the numbers requested, IDT will avail itself of any and all remedies available to it under the law. Although we have provided CenturyTel with ample opportunity to cure its violation of applicable laws and breach of its interconnection agreements, CenturyTel has failed to do so. As stated in the Letter IDT is, in fact, pursuing a petition to initiate an expedited complaint proceeding against CenturyTel with the Public Service Commission of the State of Montana in accordance with Montana Revised Statute Section 69-3-830.

Please do not hesitate to contact us if you have any questions.

Best regards,

A handwritten signature in black ink, appearing to read 'K. Kaplan', with a horizontal line extending to the right.

Kenneth M. Kaplan, Esq.
IDT Corporation

cc: Carrier Relations
CenturyTel
805 Broadway
Vancouver, WA 98660

Tim Sweeney, Attorney
Montana Public Service Commission
(via email only)

Gary Duncan, Rate Analyst
Montana Public Service Commission
(via email only)

Cherie Kiser, Esq.
Mintz Levin
(via email only)



DEPARTMENT OF PUBLIC SERVICE REGULATION
BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MONTANA

* * * * *

IN THE MATTER OF CENTURYTEL OF) UTILITY DIVISION
MONTANA, INC., Complaint by IDT America,)
Corp.) Docket No. D2006-8-121

**CENTURYTEL'S RESPONSE TO AMENDED COMPLAINT
AND PETITION FOR EXPEDITED COMPLAINT PROCEEDING**

On August 21, 2006 IDT America, Corp. ("IDT") filed its Amended Complaint and Petition for Expedited Complaint Proceeding ("Amended Complaint"). Pursuant to MCA §69-3-830 (2), CenturyTel of Montana, Inc. ("CenturyTel") files this response to the Amended Complaint. CenturyTel will begin with a general response to the Amended Complaint followed by CenturyTel's affirmative allegations. The response will then present a more itemized paragraph by paragraph response to the amended Complaint. In this response CenturyTel will focus on the factual allegations in the Amended Complaint as well as those missing facts that effectively invalidate the claims made in the Amended Complaint. In this response CenturyTel will briefly describe the law that should be applied to the pertinent facts, mindful that the bulk of the legal argument should be reserved for the Parties' legal briefs, which are scheduled to be filed simultaneously in this matter on October 13, 2006.

General Response

1. CenturyTel denies that it has violated any laws or interconnection agreement provisions with regards to porting numbers when a CenturyTel customer