

decides to switch service from CenturyTel to another local service provider. CenturyTel stands ready to port numbers to the new service provider once an appropriate *interconnection agreement with that local service provider is in place.*

2. The essence of IDT's complaint is contained in two statements, one at Paragraph 11 of the Amended Complaint and the other at Paragraph 22. At Paragraph 11 IDT makes the following statement:

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 presence in the rate center. (emphasis added)

CenturyTel denies that there are any CenturyTel customers who have chosen to switch their service from CenturyTel to IDT. The number porting requests that are the subject of the Amended complaint do not involve CenturyTel customers who have chosen to switch their service from CenturyTel to IDT. The customers in question may have requested to change their service from CenturyTel to Bresnan¹. If Bresnan indicates that this is the case, CenturyTel is fully prepared to port the numbers to Bresnan as the new local service provider upon execution of an appropriate interconnection agreement. In fact Bresnan has previously requested an interconnection agreement with CenturyTel for that purpose. A copy of Bresnan's request for an interconnection agreement with CenturyTel is attached to this response as Exhibit A.

3. At Paragraph 22 of the Amended Complaint, IDT states the basis for its claim that it is entitled to have the numbers in question ported to it as follows:

It is IDT's status as a "telecommunications carrier" *and its provision of local exchange services* that determines its entitlement to LNP processing under the Act, not the business of its end users. (emphasis added, footnote deleted)

¹ In this response CenturyTel uses the term "Bresnan" to collectively refer to the operations of Bresnan Digital Services, LLC and its subsidiary Bresnan Broadband of Montana, LLC.

CenturyTel denies that IDT is, or would be providing local exchange service in connection with the customers and number ports that are the subject of this proceeding. (Hereinafter, the customers that are the subject of the Amended Complaint are referred to as the "Subject Customers") CenturyTel asserts that it is, or would be Bresnan and not IDT that would be providing local exchange service to the Subject Customers. Therefore CenturyTel's obligation to port numbers would run to Bresnan as the provider of local exchange service and not to IDT.

4. CenturyTel submits that it is Bresnan and IDT that would be providing local exchange service to the Subject Customers. Factors that support this conclusion are set forth in the following section of this Response entitled 'CenturyTel's Affirmative Allegations.'

CenturyTel's Affirmative Allegations

5. CenturyTel asserts that it is Bresnan and not IDT that would be providing local exchange service to the Subject Customers. This conclusion is born out by the following factors, which are alleged by CenturyTel and are indicative of the provision of local exchange service:

A. The service that the Subject Customers are seeking was created, packaged and marketed by Bresnan and not IDT. The service features were selected by Bresnan and not IDT. The pricing was set by Bresnan and not IDT. The advertising clearly identifies Bresnan as the service provider. The advertising does not mention IDT.

B. It is Bresnan and not IDT that signs up the customers for the service.

C. It is Bresnan and not IDT that responds to customer inquiries regarding the service.

D. It is Bresnan and not IDT that sends the customers a bill for the service. IDT is not identified or mentioned on the bill.

E. It is Bresnan and not IDT that is entitled to revenues from the service. Any compensation that IDT may receive for providing inputs to Bresnan that Bresnan may use in providing the service are handled by contract between Bresnan and IDT.

F. It is Bresnan and not IDT that owns, operates and maintains the "last mile" facility running to the customer's premise.

G. It is Bresnan and not IDT that the Commission would look to in responding to customer complaints regarding this competitive basic local exchange service.

H. Most significantly, the customers perceive Bresnan and not IDT as being the provider of the service.

6. CenturyTel affirmatively alleges that the arrangement between IDT and Bresnan is in large part designed and intended to shield Bresnan from any level of regulation by this Commission. IDT's statement at Paragraph 23 of the Amended Complaint that "Bresnan is not a telecommunications carrier" is consistent with this objective. Bresnan's failure to carry through with its earlier request for an interconnection agreement with CenturyTel is also consistent with this objective. Part of executing an interconnection agreement is acknowledging that the requesting party is a telecommunications carrier entitled to such agreement. Bresnan seems now to be refusing to enter an interconnection agreement with CenturyTel even though Bresnan is providing a competitive local exchange service in CenturyTel's service territory. Bresnan refuses to enter an interconnection agreement with CenturyTel even though

Bresnan has recently executed an interconnection agreement with Qwest in Montana.² The coordinated actions of IDT and Bresnan in this matter are a transparent attempt to allow Bresnan to hide behind IDT and for IDT to shield Bresnan from any level of regulation by this commission.

Itemized Response to Paragraphs in the Amended Complaint

7. CenturyTel denies the allegations in Paragraph 1 of the Amended Complaint that it has violated state and federal laws pertaining to local number portability or that it has breached its Interconnection Agreement with IDT.

8. CenturyTel does not dispute the allegation contained in Paragraph 2 of the Amended Complaint that IDT has registered as a telecommunications provider in Montana. CenturyTel asserts that Bresnan has also registered as a telecommunications provider in Montana.

9. CenturyTel does not dispute the allegations contained in Paragraph 3 of the Amended Complaint.

10. Concerning the allegations in Paragraph 4 of the Amended Complaint, CenturyTel does not dispute that the Subject Customers were seeking to switch their local service provider from CenturyTel to Bresnan. CenturyTel denies that IDT is providing LEC services in CenturyTel's service territory. CenturyTel denies that IDT is, or would have been the local service provider for the Subject Customers.

² See Notice issued August 30, 2006 In the Matter of the Application of Bresnan Broadband of Montana, LLC and Qwest Corporation Pursuant to Section 252(e) of the Telecommunications Act of 1996 for Approval of their Interconnection and Resale Agreement, Docket No. D2006.8.123.

11. Concerning the allegations in Paragraph 5 of the Amended Complaint, CenturyTel admits that it did receive a letter from IDT dated July 19, 2006 but denies that such letter accurately described CenturyTel's legal obligations to port the requested numbers. CenturyTel states that there was a conference call between respective legal counsel on July 21, 2006. CenturyTel denies that there was a full discussion of the issues in that IDT did not disclose that the customers associated with the porting requests (the Subject Customers) were not seeking to change their service to IDT but were actually seeking to change their service to Bresnan. IDT did not disclose this fact in this or any other discussion or correspondence prior to filing its original complaint with the Commission on August 16, 2006. CenturyTel denies that "CenturyTel customers are not able to port numbers from CenturyTel to the provider of their choice." The provider of choice for the Subject Customers is Bresnan. CenturyTel stands ready to port numbers to Bresnan as the new service provider. IDT is not the provider of choice for the Subject Customers. CenturyTel has declined to port the numbers of the Subject Customers to IDT for that reason.

12. CenturyTel denies the allegation contained Paragraph 6 of the amended Complaint that IDT has acted in good faith in this matter. CenturyTel states that IDT's concealment of the fact that the customers associated with the porting requests were not seeking to change their service to IDT but were actually seeking to change their service to Bresnan was an action in bad faith.

13. Concerning the allegations contained in Paragraph 7 of the Amended Complaint, CenturyTel does not dispute that the Commission has jurisdiction over this matter.

14. Concerning the allegations contained in Paragraph 8 of the Amended Complaint, CenturyTel does not dispute that the law does provide for the porting of numbers from the first carrier to the other carrier when a customer switches service from one telecommunications carrier to another. However, CenturyTel submits that IDT is not the “other carrier” that the customer has switched to.

15. Concerning the allegations contained in Paragraph 9 of the Amended Complaint, CenturyTel does not dispute that the 1996 Federal Telecommunications Act (the “Act”) defines Local Number portability 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.’ However, CenturyTel submits that in this case IDT is again not the other carrier that the customer has switched to. The remainder of Paragraph 9 consists of IDT’s quote from an FCC order and the citation to 47 C.F.R. §52.23(b)(2)(i) both of which have to do with requests for general deployment of local number portability capability. In other words, they require upgrading of local switches so that they support local number portability. CenturyTel asserts that it is fully compliant with these requirements, as LNP capability has been deployed throughout its Montana service territory.

16. Concerning the allegations contained in Paragraph 10 of the Amended Complaint, Montana statutes and the Commission’s rules speak for themselves, although the reference to ARM §38-5-4074 should probably be to §38-5-4071 instead. Centurytel denies that the law requires CenturyTel to port numbers to IDT regardless of who the

customer is seeking to change their local service to. CenturyTel's obligation runs to the new service provider. In this case that would be Bresnan.

17. Concerning the allegations contained in Paragraph 11 of the Amended Complaint, CenturyTel agrees that IDT's statement is an appropriate manner in which to apply the law to the facts. As IDT stated:

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 presence in the rate center. (emphasis added)

However, there are no customers choosing to switch their telephone service from CenturyTel to IDT, therefore CenturyTel is under no obligation to port numbers to IDT. CenturyTel denies that its actions have violated any state or federal local number portability regulations.

18. Concerning the allegations contained in Paragraph 12 of the Amended Complaint, CenturyTel denies that its actions are based upon questioning the identity of IDT's customers. IDT has no local service customers. CenturyTel was attempting to identify the service provider associated with the Subject Customers. The inquiry was directed to the identity of the local service provider, not the identity of the local service customers. The local service provider with regard to the Subject Customers is Bresnan and not IDT. IDT asserts in Paragraph 12 that it is a "submitting carrier" under 47 C.F.R. §64.1120(a)(2). CenturyTel denies that IDT is a submitting carrier with respect to the Subject Customers. FCC rules define "submitting carrier" as follows:

The term *submitting carrier* is generally any telecommunications carrier that requests on the behalf of a subscriber that the subscriber's telecommunications carrier be changed, and seeks to provide retail services to the end user subscriber. (47 C.F.R. 64.1100(a))

IDT does not seek to provide retail services to the end user Subject Customers.

CenturyTel asserts that it will instead, be Bresnan that provides retail services to the end user Subject Customers. IDT fails to meet the definition of a submitting carrier with regard to the Subject Customers. Also, the FCC rules require that the submitting carrier follow certain procedures to verify that the customer has authorized a change of service provider. (47 C.F.R. §64.1120(a)(1) and (c)) IDT has not alleged that it has followed these requirements. Nor should the Commission assume that IDT has followed the verification requirements. IDT does not have a good track record in this regard. In the last five years the FCC has issued orders in at least 40 different complaint dockets finding that IDT failed to comply with the verification requirements in 47 C.F.R. §64.1120.³

³ Docket – IC No. 01-S66115, (DA 02-807), Order Released April 10, 2002; Docket – IC No. 02-S67828, (DA 02-2645), Order Released October 17, 2002; Docket – IC No. 02-S79735, (DA 02-3029), Order Released November 7, 2002; Docket – IC No. 02-S77154, (DA 02-3244), Order Released November 26, 2002; Docket – IC No. 02-S79627, (DA-02-3444), Order Released December 13, 2002; Docket – IC No. 02-S81208, (DA 03-249), Order Released January 30, 2003; Docket – IC No. 02-S81739, (DA 03-236), Order Released January 31, 2003; Docket – IC No. 02-S81667, (DA 03-504), Order Released February 26, 2003; Docket – IC No. 02-S80987, (DA 03-1037), Order Released March 31, 2003; Docket – IC No. 02-S73649, (DA 03-1239), Order Released April 28, 2003; Docket – IC No. 02-A0011042, (DA 03-1401), Order Released April 29, 2003; Docket – IC No. 02-S80713, (DA 03-1397), Order Released April 29, 2003; Docket – IC No. 02-S81658, (DA 03-1396), Order Released April 29, 2003; Docket – IC No. 03-S82269, (DA 03-1432), Order Released April 30, 2003; Docket – IC No. 02-S80655, (DA 03-1686), Order Released May 15, 2003; Docket – IC No. 01-S64418, (DA 03-1646), Order Released May 15, 2003; Docket – IC No. 03-I0024166, (DA 03-2136), Order Released July 2, 2003; Docket – IC No. 02-S81534, (DA 03-2317), Order Released July 17, 2003; Docket – IC No. 02-B0004398, (DA 03-2414), Order Released July 25, 2003; Docket – IC No. 01-S66094, (DA 03-2540), Order Released July 31, 2003; Docket - IC No. 02-B0004309, (DA 03-3166), Order Released October 14, 2003; Docket - IC No. 03-S000203S, (DA 03-3204), Order Released October 16, 2003; Docket - IC No. 03-S85062, (DA 03-3702), Order Released November 21, 2003; Docket - IC No. 02-S79788, (DA 04-809), Order Released March 30, 2004; Docket - IC No. 03-S85695, (DA 04-1122), Order Released April 28, 2004; Docket - IC No. 02-S76618, (DA 04-1477), Order Released May 26, 2004; Docket - IC No. 03-S84558, (DA 04-1508), Order Released May 28, 2004; Docket - IC No. 02-S80664, (DA 04-1524), Order Released May 27, 2004; Docket - IC No. 02-S77293, (DA 04-1877), Order Released June 28, 2004; Docket - IC Nos. 02-S80733, 02-S81199, 02-S81216, 02-S81366, 02-S82041, (DA 04-1969), Order Released June 30, 2004; Docket - IC No. 02-B0010061, (DA 04-2110), Order Released July 13, 2004; Docket - IC No. 03-I0024166, (DA 04-2657), Order Released August 26, 2004; Docket - IC No. 04-S86302, (DA 04-3078), Order Released September 28, 2004; Docket - IC No. 04-S86295, (DA 04-3930), Order Released December 17, 2004; Docket - IC No. 04-S86295, (DA 05-248), Order Released January 31, 2005; Docket - IC No. 04-S86128, (DA 05-403), Order Released February 15, 2005; Docket - IC No. 04-S88665, (DA 05-791), Order Released March 29,

19. Concerning the allegations contained in Paragraph 13 of the Amended Complaint, CenturyTel denies that it has implemented a preferred carrier freeze, *de fact* or otherwise. CenturyTel customers are free to switch their local service to another local service provider and have their number ported to that other local service provider. The Subject Customers are free to switch their local service to Bresnan and have their number ported to Bresnan.

20. Concerning the allegations contained in Paragraph 14 of the Amended Complaint, CenturyTel denies that it has an obligation to port numbers to IDT regardless of who the customer seeks to change its local service to. CenturyTel denies that requiring competitors to abide by applicable law constitutes denying customers the benefits of competition.

21. Concerning the allegations contained in Paragraph 15 of the Amended Complaint, CenturyTel acknowledges that there was an FCC proceeding involving affiliate companies of CenturyTel of Montana, Inc., which IDT has cited and referred to as the *CenturyTel NAL*. However, CenturyTel denies that the *CenturyTel NAL* has any relevance to this matter now before the Commission. For one thing, the *CenturyTel NAL* involved an affiliate's end office switch that had not yet been upgraded to local number portability capability. For another, the *CenturyTel NAL* did not involve the porting or potential porting of any CenturyTel numbers.

22. Concerning the allegations contained in Paragraph 16 of the Amended Complaint, CenturyTel denies that the *CenturyTel NAL* "arose in the context of wireline-to-wireless porting." The *CenturyTel NAL* in fact involved wireless-to-wireless porting.

2005; Docket - IC No. 04-I0104351S, (DA 05-804), Order Released March 30, 2005; Docket - IC No. 04-S88651, (DA 05-826), Order Released March 30, 2005; Docket - IC No. 04-S88637, (DA 05-958), Order Released April 1, 2005; Docket - IC No. 05-S89028, (DA 05-1755), Order Released June 27, 2005.

That is, it involved the porting of a number from one wireless carrier to another wireless carrier, neither of which were affiliated with CenturyTel. In Paragraph 16 of the Amended Complaint, IDT states “When a subscriber chooses to port his number to IDT ...” CenturyTel denies that there are any customers who have chosen to port their numbers to IDT. IDT further states, “When an IDT customers cannot get his number ported ...” CenturyTel denies that there are any IDT customers who cannot get their number ported. IDT has no local service customers. IDT does not provide local service in CenturyTel’s service area. None of the Subject Customers have requested to switch their local service to IDT or have their number ported to IDT.

23. Concerning the allegations contained in Paragraph 17 of the Amended Complaint, CenturyTel acknowledges that IDT has registered as a telecommunications carrier in Montana. However, CenturyTel denies that IDT is in fact providing local exchange services in CenturyTel’s service territory. CenturyTel notes that Bresnan has also registered as a telecommunications carrier in Montana. CenturyTel asserts that Bresnan, unlike IDT is providing local exchange service in CenturyTel’s service territory. CenturyTel acknowledges that CenturyTel and IDT have executed an interconnection agreement that provides for the porting of local numbers to the extent that IDT is functioning as a local exchange carrier and is therefore providing local service to end user customers.

24. Concerning the allegations contained in Paragraph 18 of the Amended Complaint, CenturyTel acknowledges that it is CenturyTel’s position that IDT is entitled to local number porting only to the extent that it is functioning as a local exchange carrier providing local service to end users in CenturyTel’s service territory. This is the case

under both the interconnection agreement between the parties as well as the provisions of the 1996 Federal Telecommunications Act. In the Parties' interconnection agreement IDT represented that it entered such agreement "in its capacity as a certified Provider of local two-way wireline dial-tone service,"⁴ CenturyTel denies that IDT is functioning, or would function as a provider of "local two-way wireline dial-tone service" to the Subject Customers. The interconnection agreement also states that "the parties will extend certain arrangements to each other within each area within which they both operate in the state ..."⁵ CenturyTel denies that there is any area in which both parties operate. CenturyTel asserts that IDT does not have any plant or facilities located within CenturyTel's service territory for the provisioning of "local two-way wireline dial-tone service." CenturyTel denies that its actions constitute a breach of the parties' interconnection agreement.

25. Concerning the allegations contained in Paragraph 19 of the Amended Complaint, CenturyTel denies that there is any conflict between provisions of the parties' interconnection agreement and applicable statutes concerning CenturyTel's obligation to port numbers. IDT accurately describes CenturyTel's statutory obligation to port in Paragraph 22 of the Amended Complaint when IDT states:

It is IDT's status as a "telecommunications carrier"*and its provision of local exchange services* that determines its entitlement to LNP processing under the Act, not the business of its end users. (emphasis added, footnote deleted)

⁴ Opening paragraph of the Traffic Exchange Agreement Between CenturyTel of Montana, Inc. and IDT America, Corp.

⁵ Article I, Scope and Intent of Agreement, Traffic Exchange Agreement Between CenturyTel of Montana, Inc. and IDT America, Corp.

Both the parties' interconnection agreement and the Act require that IDT be providing local exchange services before it is entitled to have numbers ported to IDT. CenturyTel denies that IDT would be providing local exchange services to the Subject Customers and therefore CenturyTel is not obligated to port the numbers to IDT under either the parties' interconnection agreement or the Act.

26. Concerning the allegations contained in Paragraph 20 of the Amended Complaint, CenturyTel denies that its actions are based upon questioning the identity of IDT's end user customers. IDT has no local service customers. CenturyTel was attempting to identify the service provider associated with the Subject Customers. The inquiry was directed to the identity of the local service provider, not the identity of the local service customers. The local service provider with regard to the Subject Customers is Bresnan and not IDT.

27. Concerning the allegations contained in Paragraph 21 of the Amended Complaint, CenturyTel denies that the Subject Customers are IDT end user customers. CenturyTel asserts that IDT does not provide local exchange service to the Subject Customers or any other end user customers in CenturyTel's service territory.

28. Concerning the allegations contained in Paragraph 22 of the Amended Complaint, CenturyTel for the most part agrees with IDT when IDT states therein that:

It is IDT's status as a "telecommunications carrier" and its provision of local exchange services that determines its entitlement to LNP processing under the Act, not the business of its end users. (emphasis added, footnote deleted)

CenturyTel denies that IDT would be providing local exchange services to the Subject Customers and therefore CenturyTel is not obligated to port the numbers to IDT under either the parties' interconnection agreement or the Act. CenturyTel also denies that

IDT has any end user customers. With respect to matters involved in the complaint, IDT sells services only on the wholesale level. Its services do not “end” with its wholesale customer because they are in turn resold at retail to the true end users.

29. Concerning the allegations contained in Paragraph 23 of the Amended Complaint, CenturyTel denies IDT’s allegation that Bresnan is not a telecommunications carrier. Bresnan has registered with the Commission as a telecommunications carrier. Consistent with its status as a telecommunications carrier, Bresnan has previously requested an interconnection agreement with CenturyTel (see Exhibit A attached to this Response). CenturyTel denies that the FCC has made a determination that interconnected VoIP service providers are not telecommunications carriers. CenturyTel denies that Bresnan is an end user of IDT’s services. Those services do not “end” with Bresnan. CenturyTel asserts that Bresnan takes those services as an input to its own local exchange service and sells the package at retail to the true end user customers, such as the Subject Customers.

30. Concerning the allegations contained in Paragraph 24 of the Amended Complaint, CenturyTel denies that it has precluded competition in its service territory. CenturyTel stands ready to port local numbers to Bresnan, the provider of the competing local exchange service that is sought by the subject customers.

31. Concerning the allegations contained in Paragraph 25 of the Amended Complaint, CenturyTel denies that the state commission decisions cited by IDT represent

settled law. Other state commissions have reached the opposite conclusion.⁶ The unsettled nature of the law in this area has been framed in a declaratory ruling proceeding brought before and still pending at the FCC.⁷

32. Concerning the allegations contained in Paragraph 26 of the Amended Complaint, CenturyTel states that it has not sought an exemption under Section 251(f)(2) of the Act for the simple reason that it does not seek to be exempt from number porting obligations. As IDT notes in Paragraph 26, CenturyTel has ported numbers to various providers of competitive local exchange services. CenturyTel denies that its actions in this regard are in any way discriminatory. When CenturyTel customers have sought to switch service to another provider of local services, CenturyTel has always been prepared to port numbers *to that other local service provider*. In the case at hand, to the extent that there are CenturyTel customers that seek to change their local service to Bresnan's local service offering, CenturyTel is prepared to port numbers to Bresnan. If there were ever CenturyTel customers that sought to change their local service to IDT, then CenturyTel would port numbers to IDT.

⁶ *In the Matter of Sprint Communications Company L.P., Overland Park, Kansas, Petition for arbitration under the Telecommunications Act, of certain issues associated with the proposed interconnection agreement between Sprint and Southeast Nebraska Telephone Company, Falls City, Nebraska PSC, Application No. C-3429 (September 13, 2005). Petition of MCImetro Access Transmission Services, LLC for Arbitration of Certain Terms and Conditions of Proposed Agreement with Horry Telephone Cooperative, Inc. Concerning Interconnection and Resale under Telecommunications Act of 1996, PSC South Carolina, docket No. 2005-188-C – Order No. 2006-2 (Jan. 11, 2006); and Petition of MCImetro Access Transmission Services, LLC for Arbitration of Certain Terms and Conditions of Proposed Agreement with Farmers Telephone Cooperative, Inc., Home Telephone Co., Inc. PBT Telecom, Inc., and Hargray Telephone Company, Concerning Interconnection and Resale under the Telecommunications Act of 1996, PSC South Carolina, Docket No. 2005-67-C- Order No. 2005-544 (October 7, 2005).*

⁷ *In the Matter of Petition of Time Warner Cable for Declaratory Ruling That Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Provides, CITE (filed March 1, 2006).*

33. Concerning the allegations contained in Paragraph 27 of the Amended Complaint, CenturyTel denies that its actions are a violation of law or that its interpretation of the parties' interconnection agreement is incorrect.

34. Concerning the allegations contained in Paragraph 28 of the Amended Complaint, CenturyTel acknowledges that IDT has sought expedited complaint procedure in this case.

35. Concerning the allegations contained in Paragraph 29 of the Amended Complaint, CenturyTel denies that IDT acted in good faith in the period leading up to filing of the Complaint and Petition for Expedited Complaint Proceeding. CenturyTel denies that there was a full discussion of the issues in that IDT did not disclose that the customers associated with the porting requests (the subject Customers) were not seeking to change their service to IDT but were actually seeking to change their service to Bresnan. IDT did not disclose this fact in any discussions or correspondence prior to filing its original complaint with the Commission on August 16, 2006. CenturyTel asserts that such concealment of pertinent facts is not consistent with a good faith attempt by IDT to resolve its disagreement with CenturyTel prior to filing the complaint.

36. Concerning the allegations contained in Paragraph 30 of the Amended Complaint, CenturyTel denies that the amended Complaint includes a description of all of the pertinent facts or that it accurately states the position of CenturyTel with respect to the issues.

37. Concerning the allegations contained in Paragraph 31 of the Amended Complaint, CenturyTel denies that the July 19, 2006 letter was sufficient notice under

MCA §69-3-830 or that the August 11, 2006 was issued more than 10 days before IDT filed its original complaint in this matter.

38. Concerning the allegations contained in the second Paragraph of the Amended Complaint that IDT labeled Number 29, CenturyTel acknowledges that IDT did mail a copy of the Amended Complaint to two generic CenturyTel corporate departments.

39. Concerning the allegations in Paragraphs 32, 33, 34 and 35 of the amended Complaint CenturyTel acknowledges that IDT filed a Complaint and Petition for Expedited Proceeding and requested various actions of the Commission. CenturyTel denies that the relief requested in Paragraph 33 and 35 is justified or should be granted.

Respectfully submitted this 18th day of September, 2006.

CENTURYTEL OF MONTANA, Inc.

By: _____

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AUGUST 1, 2006

VIA FEDERAL EXPRESS AND ELECTRONIC MAIL

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Re: Request for Section 252(i) Adoption to Establish an Interconnection Agreement between Bresnan Digital Services, LLC and CenturyTel of Montana, Inc. for the State of Montana

Dear Ms. Phillips:

Bresnan Digital Services, LLC parent of Bresnan Broadband of Montana, LLC ("Bresnan"), by its attorneys, hereby seeks to exercise its rights under Section 252(i) of the Communications Act of 1934, as amended ("Act"), and Section 51.809 of the Federal Communications Commission's rules¹ to adopt the Interconnection agreement between CenturyTel of Montana, Inc. ("CenturyTel") and IDT America, Corp. filed with the Montana Public Service Commission ("Commission") on April 20, 2006 ("Agreement").

Attachment 1 to this letter contains the information necessary for processing Bresnan's adoption of the Agreement. Please provide us with the necessary documentation for review and signature within ten (10) days. If you have any questions regarding this request, please contact us. We appreciate your prompt attention to this matter.

Best regards,



Terold C. Lambert
Associate General Counsel

cc: Leonard Higgins
Kathy Kirchner
Robert Bresnan
Walter Eggers

¹ 47 U.S.C. § 252(i); 47 C.F.R. § 51.809.

Attachment 1

Section 252(i) Adoption Information for Bresnan Digital Services, LLC

Legal name: Bresnan Digital Services, LLC

Corporate Information: Bresnan Digital Services, LLC

Principal Place of Business: 1 Manhattanville Road
Purchase, NY 10577

Contacts for notices: Jerry Lambert
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Purchase, NY 10577
(914) 641-3338
(914) 641-3438
jlambert@bresnan.com

with a copy to: Kathy Kirchner
Bresnan Communications
1560 Monard Road
Billings, MT 59102

CERTIFICATE OF SERVICE

I certify that I have this day served CenturyTel's Response to Amended Complaint and Petition for Expedited Complaint Proceeding - Docket No. D2006.8.121, by sending a copy via Email and Overnight mail, unless otherwise noted, to the parties as shown below:

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Dated this 18th day of September, 2006

By: _____
Rhonda Parisio

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PUBLIC SERVICE
COMMISSION

August 31, 2006

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P.O. Box 202601
Helena, MT 59620-2601

RE: Petition Seeking Interim Order

Dear Ms. Whitney:

Please find enclosed for filing with the Commission the Petition Seeking Interim Order on behalf of IDT America, Corp.

This Petition is being mailed to the parties identified on the Certificate of Service enclosed. If you have any questions, please contact me at (212) 692-6275.

Respectfully submitted,


Elana Shapochnikov

Enclosures
cc: Service List

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

BOSTON | WASHINGTON | NEW YORK | STAMFORD | LOS ANGELES | PALO ALTO | SAN DIEGO | LONDON

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., Petition by IDT America,)	
Corp. Requesting the Commission)	Docket No. _____
To Order CenturyTel to Honor IDT's Requests for)	
Local Number Portability Pending the Outcome of)	
IDT's Complaint Against CenturyTel)	

PETITION SEEKING INTERIM ORDER

1. IDT America, Corp. ("IDT") files this Petition seeking immediate relief in the form of an Interim Order from the Public Service Commission of the state of Montana ("Commission") requiring CenturyTel of Montana, Inc. ("CenturyTel") to honor all local number portability requests made by CenturyTel customers during the pendency of the Expedited Docket No. D2006.8.121.

PARTIES

2. IDT is a registered telecommunications provider in Montana authorized to provide facilities-based and resale local exchange services, resale long distance service, and commercial mobile radio service in Montana.

3. CenturyTel is a registered telecommunications provider in Montana and a "rural telephone company," as that term is defined in the Telecommunications Act of 1996 ("Act" or "1996 Act").^{1/} CenturyTel provides facilities-based local exchange services in the Flathead Valley of Montana, including Kalispell, Montana.

^{1/} 47 U.S.C. § 153.

BACKGROUND

4. CenturyTel and IDT entered into an Interconnection Agreement (“Agreement”) on March 31, 2006. The Commission approved the Agreement by order dated July 11, 2006. On or about July 11th and 12th, IDT submitted several requests to port the local telephone numbers of consumers that have elected to switch from CenturyTel to Bresnan Digital Services, LLC’s (“Bresnan”) Voice over Internet Protocol (“VoIP”) service offering. Similar to the services purchased by many other end user business customers, IDT provides Bresnan, among other things, access to numbers and to the public switched telephone network (“PSTN”). CenturyTel is rejecting all of IDT’s LNP requests related to the services provided by IDT to Bresnan. After several unsuccessful attempts by IDT to resolve the matter, on July 17, 2006, IDT received a letter from CenturyTel stating that CenturyTel would not honor IDT’s LNP requests because CenturyTel had “reason to believe” that the LNP requests “were not related to IDT’s end users.” (“CenturyTel Letter”).

5. On July 19, 2006, IDT informed CenturyTel in writing of its legal obligation to port the numbers requested to be switched by CenturyTel customers and provided notice that if CenturyTel continued to refuse to port numbers, IDT would pursue all legal remedies available to it. Those remedies included the filing of IDT’s Amended Complaint and Petition for Expedited Complaint Proceeding. On July 20, 2006, in a final attempt to resolve this matter without involving the Commission, IDT called CenturyTel’s counsel to discuss the issue and reiterate that IDT would initiate regulatory proceedings if CenturyTel continued to violate its duty to port. To date, CenturyTel continues to refuse to execute the requested ports for its Montana customers. As a result of CenturyTel’s refusal to honor the requests of its customers, CenturyTel’s customers are being denied the right to select the service provider of their choice in

direct violation of the Telecommunications Act of 1996 ("Act"), the Federal Communications Commission's ("FCC") rules, and the Montana Telecommunications Act ("Montana Act").^{2/}

CenturyTel is in violation of its statutory duty to port numbers and has breached its Agreement with IDT to provide local number portability in response to a porting request.

6. On August 16, 2006, IDT filed a Complaint and Petition for Expedited Complaint with the Commission. On August 22, 2006, as part of its Work Session, the Commission appointed Tim Sweeney as hearing examiner to preside over IDT's Complaint. Also on August 22, 2006, IDT filed an Amended Complaint and Petition for Expedited Relief against CenturyTel ("Amended Complaint"). IDT hereby incorporates all of the arguments raised in its Amended Complaint into the present Petition. (Exhibit A).

ARGUMENT

I. CONSUMERS ARE BEING DENIED THEIR RIGHTS TO OBTAIN THEIR CHOICE OF SERVICE PROVIDER WHILE KEEPING THEIR NUMBER

A. CenturyTel's Refusal to Port is Contrary to State and Federal Policies Promoting Competition and Advancement of New Technologies.

7. The Act provides "for a pro-competitive, de-regulatory national policy framework designed to accelerate rapidly private sector deployment of advanced telecommunications and information technologies and services to all Americans by opening all telecommunications markets to competition."^{3/}

8. IDT seeks an Interim Order from the Commission to provide consumers the service they are entitled to during the pendency of the hearing in Docket No. D2006.8.121. IDT has attempted in good faith to encourage CenturyTel to fulfill its obligations to its consumers and

^{2/} 47 U.S.C. 251 *et. seq.*; Montana Telecommunications Act, Mont. Code Ann. §§ 69-3-801 to 870 (2005).

^{3/} S. CONF. REP. NO. 104-230, at 1 (1996).