

D. The Commission Should Declare That Sprint Cannot Have Violated Section 201(b) By Compensating VoIP-Originated Traffic At \$0.0007 Per Minute (CenturyLink's COUNT III).

CenturyLink's Count III alleges that Sprint engaged in unjust and unreasonable conduct in violation of 47 U.S.C. § 201(b) by compensating CenturyLink the amount of \$0.0007 per minute, instead of access rates, for VoIP originated traffic. CenturyLink's Count III is fundamentally at odds with the Commission decision in *All-American* that: “[A]n allegation by a carrier that a customer has failed to pay charges specified in the carrier's tariff fails to state a claim for violation of any provision of the Act, including sections 201(b) and 203(c).”⁵⁴ The Commission's rationale was as follows:

During the past twenty years, the Commission has repeatedly held that an allegation by a carrier that a customer has failed to pay charges specified in the carrier's tariff fails to state a claim for violation of any provision of the Act, including sections 201(b) and 203(c) – even if the carrier's customer is another carrier. These holdings stem from the fact that the Act generally governs a carrier's obligations to its customers, and not vice versa. Thus, although a customer-carrier's failure to pay another carrier's tariffed charges may give rise to a claim in court for breach of tariff/contract, it does not give rise to a claim at the Commission under section 208 (or in court under section 206) for breach of the Act itself. This long-standing Commission precedent that “collection actions” fail to state a claim for violation of the Act has been acknowledged and followed by courts.⁵⁵

That same rationale applies to CenturyLink's Count III. As such, the commission should declare that, under *All-American*, a carrier-customer's payment of amount less than what was billed cannot constitute a violation of Section 201(b).

⁵⁴ *All-American*, ¶ 2.

⁵⁵ *All-American*, ¶ 10.

IV. CONCLUSION

For the above reasons, Sprint respectfully requests the Commission grant its Petition.

Respectfully submitted

Sprint Communications Company L.P.



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Its Attorneys

April 5, 2012

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
Monroe Division**

CENTURYTEL OF CHATHAM, LLC,)
a Louisiana limited liability company,)
)
CENTURYTEL OF NORTH LOUISIANA, LLC,)
a Louisiana limited liability company,)
)
CENTURYTEL OF EAST LOUISIANA, LLC,)
a Louisiana limited liability company,)
)
CENTURYTEL OF CENTRAL LOUISIANA,)
LLC, a Louisiana limited liability company,)
)
CENTURYTEL OF RINGGOLD, LLC,)
a Louisiana limited liability company,)
)
CENTURYTEL OF SOUTHEAST LOUISIANA,)
LLC, a Louisiana limited liability company,)
)
CENTURYTEL OF SOUTHWEST LOUISIANA,)
LLC, a Louisiana limited liability company,)
)
CENTURYTEL OF EVANGELINE, LLC,)
a Louisiana limited liability company,)
)
CENTURYTEL OF MISSOURI, LLC,)
a Louisiana limited liability company,)
)
MEBTEL, INC., a North Carolina corporation,)
)
CENTURYTEL OF IDAHO, INC.,)
a Delaware corporation ,)
)
GALLATIN RIVER COMMUNICATIONS,)
LLC, a Delaware limited liability company,)
)

**CENTURYTEL OF NORTHWEST
LOUISIANA, INC., a Louisiana corporation,**)
)
**CENTURYTEL OF LAKE DALLAS, INC.,
a Texas corporation,**)
)
**CENTURYTEL OF PORT ARANSAS, INC.,
a Texas corporation,**)
)
**CENTURYTEL OF SAN MARCOS, INC.,
a Texas corporation,**)
)
**SPECTRA COMMUNICATIONS GROUP, LLC,
a Delaware limited liability company,**)
)
**CENTURYTEL OF ARKANSAS, INC.,
an Arkansas corporation,**)
)
**CENTURYTEL OF MOUNTAIN HOME, INC.,
an Arkansas corporation,**)
)
**CENTURYTEL OF REDFIELD, INC.,
an Arkansas corporation,**)
)
**CENTURYTEL OF NORTHWEST ARKANSAS,
LLC, a Louisiana limited liability company,**)
)
**CENTURYTEL OF CENTRAL ARKANSAS,
LLC, a Louisiana limited liability company,**)
)
**CENTURYTEL OF SOUTH ARKANSAS, INC.,
an Arkansas corporation,**)
)
**CENTURYTEL OF NORTH MISSISSIPPI, INC.,
a Mississippi corporation,**)
)
**GULF TELEPHONE COMPANY,
an Alabama corporation,**)
)
**CENTURYTEL OF ALABAMA, LLC,
a Louisiana limited liability company,**)
)
**CENTURYTEL OF ADAMSVILLE, INC.,
a Tennessee corporation,**)
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CENTURYTEL OF CLAIBORNE, INC.,)
a Tennessee corporation,)
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CENTURYTEL OF OOLTEWAH-)
COLLEGEDALE, INC., a Tennessee corporation,)
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CENTURYTEL OF OHIO, INC.,)
an Ohio corporation,)
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CENTURYTEL OF CENTRAL INDIANA, INC.,)
an Indiana corporation,)
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CENTURYTEL OF ODON, INC.,)
an Indiana corporation,)
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CENTURYTEL OF MICHIGAN, INC.,)
a Michigan corporation,)
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CENTURYTEL OF UPPER MICHIGAN, INC.,)
a Michigan corporation,)
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CENTURYTEL OF NORTHERN MICHIGAN,)
INC., a Michigan corporation,)
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CENTURYTEL MIDWEST-MICHIGAN, INC.,)
a Michigan corporation,)
)
CENTURYTEL OF WISCONSIN, LLC,)
a Louisiana limited liability company,)
)
TELEPHONE USA OF WISCONSIN, LLC,)
a Delaware limited liability company,)
)
CENTURYTEL OF NORTHERN WISCONSIN,)
LLC, a Delaware limited liability company,)
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CENTURYTEL OF NORTHWEST)
WISCONSIN, LLC, a Delaware)
limited liability company,)
)
CENTURYTEL OF CENTRAL WISCONSIN,)
LLC, a Delaware limited liability company,)
)

**CENTURYTEL OF THE MIDWEST-
KENDALL, LLC, a Delaware
limited liability company,**)
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**CENTURYTEL OF THE MIDWEST-
WISCONSIN, LLC, a Delaware
limited liability company,**)
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**CENTURYTEL OF FAIRWATER-BRANDON-
ALTO, LLC, a Delaware
limited liability company,**)
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**CENTURYTEL OF LARSEN-READFIELD,
LLC, a Delaware limited liability company,**)
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**CENTURYTEL OF FORESTVILLE, LLC,
a Delaware limited liability company,**)
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**CENTURYTEL OF MONROE COUNTY, LLC,
a Delaware limited liability company,**)
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**CENTURYTEL OF SOUTHERN WISCONSIN,
LLC, a Delaware limited liability company,**)
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**CENTURYTEL OF MINNESOTA, INC.,
a Minnesota corporation,**)
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**CENTURYTEL OF CHESTER, INC.,
an Iowa corporation,**)
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**CENTURYTEL OF POSTVILLE, INC.,
an Iowa corporation,**)
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**CENTURYTEL OF COLORADO, INC.,
a Colorado corporation,**)
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**CENTURYTEL OF EAGLE, INC.,
a Colorado corporation,**)
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**CENTURYTEL OF THE SOUTHWEST, INC.,
a New Mexico corporation,**)
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**CENTURYTEL OF THE GEM STATE, INC.,
an Idaho corporation,**)
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CENTURYTEL OF MONTANA, INC.,)
an Oregon corporation,)
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CENTURYTEL OF WYOMING, INC.,)
a Wyoming corporation,)
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CENTURYTEL OF OREGON, INC.,)
an Oregon corporation,)
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CENTURYTEL OF EASTERN OREGON, INC.,)
an Oregon corporation,)
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CENTURYTEL OF WASHINGTON, INC.,)
a Washington corporation,)
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CENTURYTEL OF COWICHE, INC.,)
a Washington corporation,)
))
and)
))
CENTURYTEL OF INTER-ISLAND, INC.,)
a Washington corporation,)
))
Plaintiffs,)
v.)
))
SPRINT COMMUNICATIONS COMPANY LP,)
a Delaware limited partnership,)
))
SERVE:)
))
The Prentice-Hall Corporation System, Inc.)
320 Somerulds Street)
Baton Rouge, Louisiana 70802-6129)
Defendant.)

COMPLAINT

Plaintiffs CenturyTel of Chatham, LLC d/b/a CenturyLink and the other entities listed in the Fed. R. Evid. 1006 Summary of the CenturyLink Plaintiffs and Access Tariffs attached as **Exhibit A**, each of which is a subsidiary of CenturyTel, Inc., a Louisiana corporation with its principal place of business in Monroe, Louisiana d/b/a CenturyLink (collectively, the

“CenturyLink Plaintiffs”), by counsel, respectfully state as follows for their Complaint against Defendant Sprint Communications Company LP (“Sprint”).

NATURE OF ACTION

1. This collection action for money damages, costs, and attorneys’ fees results from Sprint’s refusal to pay more than \$6.4 million in fees required by federal and state telecommunications tariffs for the use of the CenturyLink Plaintiffs’ local telephone network facilities to complete long-distance calls.

2. Every time a customer of Sprint makes a long distance call to a local telephone customer using the wireline network of one of the CenturyLink Plaintiffs, the CenturyLink Plaintiff’s local telephone network facilities must be used to complete, or “terminate,” the call. This is true with respect to voice calls originated using Time Division Multiplexing (“TDM”) technology or voice calls originated using Voice-over-Internet Protocol (“VoIP”) technology and terminated to the Public Switched Telephone Network (“PSTN”).

3. To the extent that such calls are between a calling party and a called party located in different states or different countries, Sprint is required to pay the CenturyLink Plaintiffs for this “terminating access” to the CenturyLink Plaintiffs’ local exchange facilities pursuant to the CenturyLink Plaintiffs’ interstate tariffs (the “Federal Access Tariffs”) on file with the Federal Communications Commission (“FCC”). The applicable federal tariffs are listed in the Fed. R. Evid. 1006 Summary of the CenturyLink Plaintiffs and Access Tariffs attached as **Exhibit A**.

4. To the extent that such calls are between a calling party and a called party located in the same state, Sprint is required to pay the CenturyLink Plaintiffs’ local exchange facilities pursuant to the CenturyLink Plaintiffs’ state tariffs (the “State Access Tariffs”) on file with the applicable state regulatory commissions. The applicable state tariffs are listed in the Fed. R. Evid. 1006 Summary of the CenturyLink Plaintiffs and Access Tariffs attached as **Exhibit A**.