

**Fed. R. Evid. 1006 Summary of the CenturyLink Plaintiffs'
Telephone Exchanges in the Western District of Louisiana**

<u>CenturyLink Plaintiff</u>	<u>Exchange</u>	<u>Parish</u>
1 CenturyTel of Northwest Louisiana, Inc.	Ida	Caddo
2 CenturyTel of Central Louisiana, LLC	Jena	Lasalle/Catahoula
3 CenturyTel of Central Louisiana, LLC	Big Cane	St. Landry
4 CenturyTel of Central Louisiana, LLC	Bordelonville	Avoyelles
5 CenturyTel of Central Louisiana, LLC	Calcasieu	Rapides
6 CenturyTel of Central Louisiana, LLC	Cottonport	Avoyelles
7 CenturyTel of Central Louisiana, LLC	Glenmora	Rapides
8 CenturyTel of Central Louisiana, LLC	Mangham	Richland
9 CenturyTel of Central Louisiana, LLC	Mansura	Avoyelles
10 CenturyTel of Central Louisiana, LLC	Moreauville	Avoyelles
11 CenturyTel of Central Louisiana, LLC	Olla	Lasalle
12 CenturyTel of Central Louisiana, LLC	Plaucheville	Avoyelles
13 CenturyTel of Central Louisiana, LLC	Simmesport	Avoyelles
14 CenturyTel of Central Louisiana, LLC	Tullos	Lasalle
15 CenturyTel of Central Louisiana, LLC	Wisner	Franklin
16 CenturyTel of North Louisiana, LLC	Athens	Claiborne
17 CenturyTel of North Louisiana, LLC	Choudrant	Lincoln
18 CenturyTel of North Louisiana, LLC	Cotton Valley	Bossier/Webster
19 CenturyTel of North Louisiana, LLC	Marion	Union
20 CenturyTel of North Louisiana, LLC	Oak Ridge	Morehouse
21 CenturyTel of North Louisiana, LLC	Plain Dealing	Bossier
22 CenturyTel of North Louisiana, LLC	Rodessa	Caddo
23 CenturyTel of North Louisiana, LLC	Spencer	Union
26 CenturyTel of South Arkansas, Inc.	Dodge City	Claiborne
27 CenturyTel of South Arkansas, Inc.	Junction City	Claiborne/Union
28 CenturyTel of Southeast Louisiana, LLC	Breaux Bridge	St. Martin
29 CenturyTel of Southeast Louisiana, LLC	Arnaudville	St. Landry/St. Martin
30 CenturyTel of Southeast Louisiana, LLC	Cecilia	St. Martin
31 CenturyTel of Southeast Louisiana, LLC	Henderson	St. Martin
32 CenturyTel of Southeast Louisiana, LLC	Parks	St. Martin
33 CenturyTel of Evangeline, LLC	Church Point	Acadia
34 CenturyTel of Evangeline, LLC	Kinder	Allen
35 CenturyTel of Evangeline, LLC	Ville Platte	Evangeline

CenturyLink Plaintiff	Exchange	Parish
36 CenturyTel of Evangeline, LLC	Basile	Evangeline
37 CenturyTel of Evangeline, LLC	Cankton	St. Landry
38 CenturyTel of Evangeline, LLC	Chataignier	Evangeline
39 CenturyTel of Evangeline, LLC	De Quincy	Calcasieu/Beauregard
40 CenturyTel of Evangeline, LLC	Elton	Jefferson Davis
41 CenturyTel of Evangeline, LLC	Fenton	Jefferson Davis
42 CenturyTel of Evangeline, LLC	Hayes	Calcasieu/Cameron/ Jefferson Davis
43 CenturyTel of Evangeline, LLC	Iota	Acadia
44 CenturyTel of Evangeline, LLC	Iowa	Calcasieu/Jefferson Davis
45 CenturyTel of Evangeline, LLC	Lacassine	Calcasieu/Jefferson Davis
46 CenturyTel of Evangeline, LLC	Mamou	Evangeline
47 CenturyTel of Evangeline, LLC	Pine Prairie	Evangeline
48 CenturyTel of Evangeline, LLC	Roanoke	Jefferson Davis
49 CenturyTel of Evangeline, LLC	Sunset	St. Landry
50 CenturyTel of Evangeline, LLC	Thornwell	Jefferson Davis
51 CenturyTel of Evangeline, LLC	Welsh	Jefferson Davis
52 CenturyTel of Southwest Louisiana, LLC	Oberlin	Allen
53 CenturyTel of Southwest Louisiana, LLC	Ragley	Beauregard
54 CenturyTel of Southwest Louisiana, LLC	Reeves	Allen
55 CenturyTel of Southwest Louisiana, LLC	Starks	Calcasieu
56 CenturyTel of Southwest Louisiana, LLC	Turkey Creek	Evangeline
57 CenturyTel of Northwest Louisiana, Inc.	Belcher	Caddo
58 CenturyTel of Northwest Louisiana, Inc.	Gilliam	Caddo
59 CenturyTel of Northwest Louisiana, Inc.	Hosston	Caddo
60 CenturyTel of Northwest Louisiana, Inc.	Ida	Caddo
61 CenturyTel of Northwest Louisiana, Inc.	Sarepta	Webster
62 CenturyTel of Northwest Louisiana, Inc.	Shongaloo	Webster
63 CenturyTel of Northwest Louisiana, Inc.	Springhill	Webster
64 CenturyTel of Northwest Louisiana, Inc.	Springhill-Cullen	Webster
65 CenturyTel of Northwest Louisiana, Inc.	Vivian	Caddo
66 CenturyTel of Chatham, LLC	Chatham	Jackson
67 CenturyTel of Chatham, LLC	Hebron	Jackson/Caldwell
68 CenturyTel of Ringgold, LLC	Ringgold	Bienville/Red River

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

<p>I. (a) PLAINTIFFS CENTURYTEL OF CHATHAM, LLC, et al. (See Exhibit A attached)</p> <p>(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorney's (Firm Name, Address, and Telephone Number) Edward H. Bergin (2992)/Mark A. Mintz (31878) Jones Walker, 201 St. Charles, New Orleans, LA 70170 (504-582-8222)</p>	<p>DEFENDANTS SPRINT COMMUNICATIONS COMPANY, LP</p> <p>County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 1</td> <td style="width:10%;">DEF <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business In This State</td> <td style="width:10%;">PTF <input type="checkbox"/> 4</td> <td style="width:10%;">DEF <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1	DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4	DEF <input type="checkbox"/> 4														
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5														
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6														

IV. NATURE OF SUIT (Place an "X" in One Box Only)					
<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 362 Personal Injury - Med. Malpractice</p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 610 Agriculture</p> <p><input type="checkbox"/> 620 Other Food & Drug</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 630 Liquor Laws</p> <p><input type="checkbox"/> 640 R.R. & Truck</p> <p><input type="checkbox"/> 650 Airline Regs.</p> <p><input type="checkbox"/> 660 Occupational Safety/Health</p> <p><input type="checkbox"/> 690 Other</p> <p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Mgmt. Relations</p> <p><input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395f)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input checked="" type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 810 Selective Service</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 875 Customer Challenge 12 USC 3410</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 892 Economic Stabilization Act</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 894 Energy Allocation Act</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>	
<p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease & Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 444 Welfare</p> <p><input type="checkbox"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="checkbox"/> 446 Amer. w/Disabilities - Other</p> <p><input type="checkbox"/> 440 Other Civil Rights</p>	<p>PRISONER PETITIONS</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p>Habeas Corpus:</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p><input type="checkbox"/> 540 Mandamus & Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p>			

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
47 USC Sections 201 and 251

Brief description of cause:
Failure to pay access charges in violation of state and federal tariffs

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 6,400,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 11/23/09 SIGNATURE OF ATTORNEY OF RECORD Edward H. Bergin

FOR OFFICE USE ONLY RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Fed. R. Evid. 1006 Summary of the CenturyLink Plaintiffs

CenturyLink Plaintiff ILEC ("Incumbent Local Exchange Carrier")	Doing Business In	Where Organized/ Incorporated	Applicable Federal Tariff	Applicable State Tariff
1 CenturyTel of Chatham, LLC	LA	LA	CTOC FCC #7	▪ CenturyTel Tariff of Evangeline, LLC Tariff L.P.S.C. No. 3
2 CenturyTel of North Louisiana, LLC	LA	LA	CTOC FCC #7	▪ CenturyTel Tariff of Evangeline, LLC Tariff L.P.S.C. No. 3
3 CenturyTel of East Louisiana, LLC	LA	LA	CTOC FCC #7	▪ CenturyTel Tariff of Evangeline, LLC Tariff L.P.S.C. No. 3
4 CenturyTel of Central Louisiana, LLC	LA	LA	CTOC FCC #7	▪ CenturyTel of Evangeline, LLC d/b/a CenturyTel Tariff L.P.S.C. No. 3
5 CenturyTel of Ringgold, LLC	LA	LA	CTOC FCC #7	▪ CenturyTel Tariff of Evangeline, LLC Tariff L.P.S.C. No. 3
6 CenturyTel of Southeast Louisiana, LLC	LA	LA	CTOC FCC #7	▪ CenturyTel Tariff of Evangeline, LLC Tariff L.P.S.C. No. 3
7 CenturyTel of Southwest Louisiana, LLC	LA	LA	CTOC FCC #7	▪ CenturyTel Tariff of Evangeline, LLC Tariff L.P.S.C. No. 3
8 CenturyTel of Evangeline, LLC	LA	LA	CTOC FCC #7	▪ CenturyTel Tariff of Evangeline, LLC Tariff L.P.S.C. No. 3
9 CenturyTel of Missouri, LLC	MO	LA	CTOC FCC #3 CTOC FCC #2	▪ CenturyTel of Missouri, LLC PSC MO No. 2, Facilities for Intrastate Access Tariffs
10 Mebtel, Inc.	NC	NC	Madison River FCC #1	▪ Concurs with BellSouth Telecommunications Inc. Industry Access Service Tariff
11 CTL of Idaho, Inc.	ID	DE	CTOC FCC #7	▪ IPUC-12
12 Gallatin River Communications, LLC	IL	DE	Madison River FCC #1	▪ Gallatin River Communications, LLC, I.C.C. No. 2
13 CenturyTel of Northwest Louisiana, Inc.	AR, TX, LA	LA	CTOC FCC #7	▪ CenturyTel Tariff of Evangeline, LLC Tariff L.P.S.C. No. 3
14 CenturyTel of Lake Dallas, Inc.	TX	TX	CTOC FCC #7	▪ CenturyTel of Lake Dallas Exchange Tariff
15 CenturyTel of Port Aransas, Inc.	TX	TX	CTOC FCC #7	▪ CenturyTel of Port Aransas Exchange Tariff
16 CenturyTel of San Marcos, Inc.	TX	TX	TUECA FCC #2	▪ CenturyTel of San Marcos, Inc. Access Service Tariff
17 Spectra Communications Group, LLC	MO	DE	CTOC FCC #1	▪ Spectra Communications Group, LLC PSC MO. NO. 2
18 CenturyTel of Arkansas, Inc.	AR	AR	CTOC FCC #7	▪ CenturyTel of Arkansas Exchange Tariff; ▪ CenturyTel of Mountain Home Access Tariff

CenturyLink Plaintiff ILEC ("Incumbent Local Exchange Carrier")	Doing Business In	Where Organized/ Incorporated	Applicable Federal Tariff	Applicable State Tariff
19 CenturyTel of Mountain Home, Inc.	AR	AR	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of Mountain Home Exchange Tariff; ▪ CenturyTel of Mountain Home Access Tariff
20 CenturyTel of Redfield, Inc.	AR	AR	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of Redfield Exchange Tariff; ▪ CenturyTel of Mountain Home Access Tariff
21 CenturyTel of Northwest Arkansas, LLC	AR, OK, MO	LA	CTOC FCC #7	<ul style="list-style-type: none"> ▪ AR: CenturyTel of Northwest Arkansas General Exchange Tariff; ▪ MO: Spectra Communications Group, LLC PSC MO No. 2 Facilities for Intrastate Access Tariff; ▪ OK: CenturyTel of Northwest Arkansas, LLC, Oklahoma General Exchange Tariff
22 CenturyTel of Central Arkansas, LLC	AR	LA	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of Central Arkansas Exchange Tariff
23 CenturyTel of South Arkansas, Inc.	AR	AR	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of South Arkansas Exchange Tariff; ▪ CenturyTel of Mountain Home Access Tariff
24 CenturyTel of North Mississippi, Inc.	MS	MS	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of North Mississippi, Inc. Access Services Tariff
25 Gulf Telephone Company	AL	AL	Madison River FCC #1	<ul style="list-style-type: none"> ▪ General Subscriber Services Tariff
26 CenturyTel of Alabama, LLC	AL	LA	CTOC FCC #3 CTOC FCC #2	<ul style="list-style-type: none"> ▪ CenturyTel of Southern Alabama Facilities for Intrastate Access Tariff; ▪ CenturyTel of Northern Alabama Access Services Tariff
27 CenturyTel of Adamsville, Inc.	MS, TN	TN	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of Adamsville TRA No. 1
28 CenturyTel of Claiborne, Inc.	TN	TN	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of Claiborne TRA Tariff 1
29 CenturyTel of Ooltewah-Collegedale, Inc.	TN	TN	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of Ooltewah-Collegedale TRA Tariff 1
30 CenturyTel of Ohio, Inc.	OH	OH	CTOC FCC #1	<ul style="list-style-type: none"> ▪ CenturyTel of Ohio, Inc. Access Service Tariff P.U.C.O. No. 2
31 CenturyTel of Central Indiana, Inc.	IN	IN	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of Central Indiana Tariff I.U.R.C. No. 1
32 CenturyTel of Odon, Inc.	IN	IN	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of Odon Tariff I.U.R.C. No. 2

CenturyLink Plaintiff ILEC ("Incumbent Local Exchange Carrier")	Doing Business In	Where Organized/ Incorporated	Applicable Federal Tariff	Applicable State Tariff
33 CenturyTel of Michigan, Inc.	MI	MI	CTOC FCC #1	<ul style="list-style-type: none"> ▪ Michigan Exchange Carriers Association, Inc. M.P.S.C. No. 25; ▪ CenturyTel of Michigan, Inc. d/b/a CenturyTel, Price List
34 CenturyTel of Upper Michigan, Inc.	MI	MI	CTOC FCC #7	<ul style="list-style-type: none"> ▪ Michigan Exchange Carriers Association, Inc. M.P.S.C. No. 25; ▪ CenturyTel of Michigan, Inc. d/b/a CenturyTel, Price List
35 CenturyTel of Northern Michigan, Inc.	MI	MI	CTOC FCC #7	<ul style="list-style-type: none"> ▪ Michigan Exchange Carriers Association, Inc. M.P.S.C. No. 25; ▪ CenturyTel of Michigan, Inc. d/b/a CenturyTel, Price List
36 CenturyTel Midwest-Michigan, Inc.	MI	MI	CTOC FCC #1	<ul style="list-style-type: none"> ▪ Michigan Exchange Carriers Association, Inc. M.P.S.C. No. 25; ▪ CenturyTel of Michigan, Inc. d/b/a CenturyTel, Price List
37 CenturyTel of Wisconsin, LLC	WI	LA	CTOC FCC #1	<ul style="list-style-type: none"> ▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
38 Telephone USA of Wisconsin, LLC	WI	WI	CTOC FCC #1	<ul style="list-style-type: none"> ▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
39 CenturyTel of Northern Wisconsin, LLC	WI	DE	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
40 CenturyTel of Northwest Wisconsin, LLC	WI	DE	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
41 CenturyTel of Central Wisconsin, LLC	WI	DE	CTOC FCC #1	<ul style="list-style-type: none"> ▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
42 CenturyTel of the Midwest-Kendall, LLC	WI	DE	TUECA FCC #2	<ul style="list-style-type: none"> ▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
43 CenturyTel of the Midwest-Wisconsin, LLC	WI	DE	TUECA FCC #2 NECA FCC #5	<ul style="list-style-type: none"> ▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
44 CenturyTel of Fairwater-Brandon-Alto, LLC	WI	DE	CTOC FCC #7	<ul style="list-style-type: none"> ▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1

CenturyLink Plaintiff ILEC ("Incumbent Local Exchange Carrier")	Doing Business In	Where Organized/ Incorporated	Applicable Federal Tariff	Applicable State Tariff
45 CenturyTel of Larsen-Readfield, LLC	WI	DE	CTOC FCC #7	▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
46 CenturyTel of Forestville, LLC,	WI	DE	CTOC FCC #7	▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
47 CenturyTel of Monroe County, LLC	WI	DE	TUECA FCC #2	▪ CenturyTel of Monroe County, Inc. Intrastate Access Tariff No. 1
48 CenturyTel of Southern Wisconsin, LLC	WI	DE	CTOC FCC #7	▪ CenturyTel of the Midwest-Wisconsin, LLC Access Tariff No. 1
49 CenturyTel of Minnesota, Inc.	MN	MN	TUECA FCC #2	▪ CenturyTel of Minnesota, Inc. Intrastate Access Tariff No. 1
50 CenturyTel of Chester, Inc.	IA, MN	IA	NECA FCC #5	▪ CenturyTel of Chester Exchange Tariff
51 CenturyTel of Postville, Inc.	IA	IA	NECA FCC #5	▪ CenturyTel of Postville Exchange Tariff
52 CenturyTel of Colorado, Inc.	CO	CO	CTOC FCC #7	▪ CenturyTel COLO PUC No. 15
53 CenturyTel of Eagle, Inc.	CO, UT	CO	TUECA FCC #2	▪ CenturyTel COLO PUC No. 15
54 CenturyTel of the Southwest, Inc.	NM	NM	CTOC FCC #7	▪ CenturyTel of the Southwest, Inc. d/b/a CenturyTel, f/k/a Universal Telephone Company of the Southwest, Inc. Access Service Tariff SCC No. 3
55 CenturyTel of the Gem State, Inc.	ID, NV	ID	TUECA FCC #2	▪ <u>NV</u> : CenturyTel of the Gem State, Inc. PSCN No. 2; ▪ <u>ID</u> : IPUC No. 12
56 CenturyTel of Montana, Inc.	MT	OR	TUECA FCC #2	▪ CenturyTel of Montana, Inc. PSC MT AC 5
57 CenturyTel of Wyoming, Inc.	WY	WY	TUECA FCC #2	▪ CenturyTel of Wyoming, Inc., Wyoming P.S.C. No. 2
58 CenturyTel of Oregon, Inc.	OR	OR	TUECA FCC #2	▪ CenturyTel of Oregon, Inc. Oregon PUC AC4
59 CenturyTel of Eastern Oregon, Inc.	OR, CA	OR	TUECA FCC #2	▪ <u>OR</u> : CenturyTel of Oregon, Inc. Oregon PUC AC4; ▪ <u>CA</u> : CenturyTel of Eastern Oregon, Inc. Schedule Cal. P.U.C. No. A
60 CenturyTel of Washington, Inc.	WA	WA	TUECA FCC #2	▪ CenturyTel of Washington, Inc. WN U-4 Access Service
61 CenturyTel of Cowiche, Inc.	WA	WA	TUECA FCC #2	▪ CenturyTel of Washington, Inc. WN U-4 Access Service

CenturyLink Plaintiff ILEC (<u>"Incumbent Local Exchange Carrier"</u>)	<u>Doing Business In</u>	<u>Where Organized/ Incorporated</u>	<u>Applicable Federal Tariff</u>	<u>Applicable State Tariff</u>
62 CenturyTel of Inter-Island, Inc.	WA	WA	TUECA FCC #2	▪ CenturyTel of Washington, Inc. WN U-4 Access Service

EXHIBIT B

RECEIVED
USDC, WESTERN DISTRICT OF LA
TONY R. MOORE, CLERK
DATE 1/25/11

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA

MONROE DIVISION

**CENTURYTEL OF CHATHAM,
LLC, ET AL.**

CIVIL ACTION NO. 09-1951

VERSUS

JUDGE ROBERT G. JAMES

**SPRINT COMMUNICATIONS
COMPANY LP**

MAG. JUDGE MARK HORNSBY

RULING

Pending before the Court is a Motion to Dismiss Count II and Refer the Other Counts to the Federal Communications Commission (“Motion to Dismiss”) [Doc. No. 11] filed by Defendant Sprint Communications Company LP (“Sprint”). The motion was referred to Magistrate Judge Mark Hornsby for report and recommendation. On December 15, 2010, the Magistrate Judge issued a Report and Recommendation [Doc. No. 28] recommending that the motion be granted, that Count II of Plaintiffs’ Complaint be dismissed for failure to state a claim on which relief may be granted, and that the case be stayed while the remaining counts in Plaintiffs’ Complaint are referred to the Federal Communications Commission (“FCC”). On December 29, 2010, Plaintiffs filed an Objection to the Report and Recommendation expanding their arguments and requesting oral argument. [Doc. No. 29]. On January 11, 2011, Sprint filed a Response. [Doc. No. 34].

After a *de novo* review of the record, the Court ADOPTS the Report and Recommendation of the Magistrate Judge. The Court issues this Ruling to address arguments that were not addressed in the Report and Recommendation.

II. Count II

In the Report and Recommendation, the Magistrate Judge found that there was nothing in 47

U.S.C. § 251(g) “that clearly and unmistakably creates a right for a local exchange carrier to sue under the statute regarding [the] right to receipt of compensation for services.” [Doc. No. 28, p. 6].

Plaintiffs argue that “[b]ecause Section 251(g) entitles [Plaintiffs] to ‘receipt of compensation’ for the services it provides Sprint, dismissal of Count II would be inconsistent with the rationale if not the express holding of *Global Crossing* that a carrier’s refusal to pay compensation is unjust and unreasonable in violation of 47 U.S.C. § 201(b).” [Doc. No. 29, p. 6] (citing *Global Crossing v. Metrophones*, 550 U.S. 45 (2007)). In *Global Crossing*, the FCC issued an order equating a carrier’s violation of a compensation rule with “unjust and unreasonable” conduct in violation of 47 U.S.C. § 201(b). 550 U.S. at 54. In this case, the FCC has not issued an order that establishes a statutory violation. Therefore, *Global Crossing* is inapplicable to this case. See *North Cnty. Commc’ns Corp. v. Cal. Catalog & Tech.*, 594 F.3d 1149, 1158-60 (9th Cir. 2010); *Va. Elec. & Power v. Comcast*, No. 1:09-cv-1149, 2010 WL 916953, at *6 (E.D. Va. March 8, 2010).

II. Primary Jurisdiction

In the Report and Recommendation, the Magistrate Judge also found that “the best exercise of the court’s discretion in these circumstances would be to stay this case, refer the remaining counts of the complaint to the FCC, and close this civil action for administrative purposes.” [Doc. No. 28, p. 10].

Plaintiffs argue that the FCC does not have jurisdiction or specialized expertise to interpret Plaintiffs’ State Access Tariffs and that many of the state commissions that previously approved the State Access Tariffs lack statutory authority to award damages to Plaintiffs. [Doc. No. 29, p. 2 (citing *State ex rel. Indianapolis Water Co. v. Niblack*, 161 N.E.2d 377, 378 (Ind. 1959); *Straube v.*

Bowling Green Gas Co., 227 S.W.2d 666, 668 (Mo. 1950)]. Plaintiffs also argue that referral to the FCC would serve no purpose other than delay because the FCC does not entertain collection actions nor act as a collection agent for carriers with respect to unpaid tariffed charges. [Doc. No. 29, p. 4 (citing *Global Crossing*, 550 U.S. at 68 n.1; *Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, 19 F.C.C.R. 7457, at ¶ 23 n.93 (Order April 21, 2004))]. Any action by the FCC, therefore, would apply prospectively only.

However, the State Access Tariffs involve only one count in Plaintiffs' Complaint. By referring this matter to the FCC, the Court intends for the FCC to **interpret** those counts involving Federal Access Tariffs. Thereafter, any party may seek a judgment based on the FCC's ruling in this Court, including a claim based on unjust enrichment for past invoices due.

Finally, Plaintiffs argue that the primary jurisdiction doctrine is inapplicable because the invoices are all based on Plaintiffs' tariffed rates which are valid until set aside. However, the main issue in this case is whether Plaintiffs' tariffed rates are even applicable to VoIP originated calls, not whether those tariffed rates are valid.

The Court finds that the best exercise of its discretion is to stay this case and refer the remaining counts of Plaintiffs' Complaint to the FCC.

III. CONCLUSION

For the foregoing reasons and the reasons stated in the Report and Recommendation of the Magistrate Judge, Sprint's Motion to Dismiss [Doc. No. 11] is GRANTED, Count II of Plaintiffs' Complaint is DISMISSED WITH PREJUDICE, this case is STAYED, and the remaining counts in Plaintiffs' Complaint are referred to the FCC. After one year from the date of this Ruling, if any party is not satisfied that the FCC has made substantial progress toward deciding the matter, the party

may file a motion to vacate the stay with this Court.

Plaintiffs' request for oral argument as construed as a Motion for Hearing [Doc. No. 29] is DENIED.

MONROE, LOUISIANA, this 24 day of January, 2011.


ROBERT G. JAMES
UNITED STATES DISTRICT JUDGE

EXHIBIT C

ACCESS SERVICE

Regulations, Rates and Charges
applying to the provision of Access Services
within a Local Access and Transport Area (LATA) or
equivalent Market Area for connection to interstate
communications facilities for Interstate Customers within
the operating territories of the Issuing Carriers
listed on Original Page 2.

The name, title and street address of this tariff's Issuing Officer are located on the bottom of the Title Page and Check Sheets. The title and street address of the Issuing Officer is located on the bottom of each page thereafter.

Access Services are provided by means of wire, fiber optics, radio or any other suitable technology or a combination thereof.

Transmittal No. 69

Issued: June 16, 2009

Effective: July 1, 2009

Director, Tariffs and Compliance
P.O. Box 4065, Monroe, LA 71211

ACCESS SERVICE

ISSUING CARRIERS

CenturyTel of Adamsville, Inc.
CenturyTel of Arkansas, Inc.
CenturyTel of Central Arkansas, LLC
CenturyTel of Central Indiana, Inc.
CenturyTel of Central Louisiana, LLC
CenturyTel of Chatham, LLC
CenturyTel of Claiborne, Inc.
CenturyTel of Colorado, Inc.
CenturyTel of East Louisiana, LLC
CenturyTel of Evangeline, LLC
CenturyTel of Fairwater-Brandon-Alto, LLC
CenturyTel of Forestville, LLC
CenturyTel of Idaho, Inc.
CenturyTel of Lake Dallas, Inc.
CenturyTel of Larsen-Readfield, LLC
CenturyTel of Mountain Home, Inc.
CenturyTel of North Louisiana, LLC
CenturyTel of North Mississippi, Inc.
CenturyTel of Northern Michigan, Inc.
CenturyTel of Northern Wisconsin, LLC
CenturyTel of Northwest Arkansas, LLC (Russellville)
CenturyTel of Northwest Arkansas, LLC (Siloam Springs)
CenturyTel of Northwest Louisiana, Inc.
CenturyTel of Northwest Wisconsin, LLC
CenturyTel of Odon, Inc.
CenturyTel of Ooltewah-Collegedale, Inc.
CenturyTel of Port Aransas, Inc.
CenturyTel of Redfield, Inc.
CenturyTel of Ringgold, LLC
CenturyTel of South Arkansas, Inc.
CenturyTel of Southeast Louisiana, LLC
CenturyTel of Southern Wisconsin, LLC
CenturyTel of Southwest Louisiana, LLC
CenturyTel of the Southwest, Inc.
CenturyTel of Upper Michigan, Inc.

Transmittal No. 69

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ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service.

Customer Node

The term "Customer Node" denotes Telephone Company provided equipment located at a customer designated premises that terminates a high speed optical channel.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)End User

The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Enhanced Service

The term "Enhanced Service", as defined in Part 64 of the F.C.C.'s Rules and Regulations, are services "offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information."

Entrance Facility

The term "Entrance Facility" denotes a Switched Access Service dedicated Local Transport facility between the customer's serving wire center and the customer designated premises.

Entry Switch

See First Point of Switching.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL - TLP (send) + TLP (receive)].

Ethernet

The term "Ethernet" denotes a high speed networking technology utilizing a packet-based Ethernet protocol. Ethernet enables broadband multimedia traffic (i.e., voice, data and video) to be carried over the same network.

ACCESS SERVICE2. General Regulations (Cont'd)2.6 Definitions (Cont'd)Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Telephone Company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Telephone Company Central Office and generally at the customer designated premises.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

Intermediate Hub

The term "Intermediate Hub" denotes a wire center at which bridging or multiplexing functions are performed only for customers served by that wire center and wire centers that subtend the hub, as specified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

ACCESS SERVICE

6. Switched Access Service

6.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer designated premises and an end user's premises. It provides for the use of common terminating, switching, and trunking facilities and for the use of common subscriber plant of the Telephone Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer designated premises, and to terminate calls from a customer designated premises to an end user's premises in the LATA where it is provided. Specific references to material describing the elements of Switched Access Service are provided in 6.1.3 and 6.5 through 6.9 following.

Rates and charges for Switched Access Service depend generally on the specific Feature Group ordered by the customer, e.g., for MTS or WATS services or MTS/WATS equivalent services, and whether it is provided in a Telephone Company end office that is equipped to provide equal or non-equal access. Rates and charges for Switched Access Service are set forth in 17.2 following. The application of rates for Switched Access Service is described in 6.4 following. Rates and charges for services other than Switched Access Service, e.g., a customer's interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services. Descriptions of such applicability are provided in 6.4.5, 6.4.9, 6.5.1(H), 6.5.3, 6.6.1(G), 6.6.2(D), 6.7.1(F) and 6.8.1(E) following. Finally, a credit is applied against line side Switched Access Service charges as described in 6.4.8 following.

Switched Access Service purchased from the provisions of this tariff may be commingled with unbundled network elements or unbundled network element combinations purchased pursuant to the Commission's Part 51 Interconnection Rules and in compliance with the Federal Communications Commission's Report and Order and Order on Remand and Further Notice of Proposed Rulemaking in CC Docket Nos. 01-338, 96-98 and 98-147, adopted February 20, 2003 and released August 21, 2003 (FCC 03-36).