



June 7, 2005

Susan Smith
Director, External Affairs
CenturyTel, Inc.
911 N. Bishop Rd., C207
Texarkana, TX 75503

Re: FullTel Request for Interconnection

Ms. Smith:

This letter is written in response to your letter dated June 2, 2005, in an effort to hopefully correct CenturyTel's erroneous interpretation of the parties' interconnection agreement and rights and obligations under applicable law. While this letter specifically addresses the points made in your June 2nd correspondence, I would also call your attention to my correspondence dated June 3, 2005, that also addresses and corrects the unsupportable positions put forth by CenturyTel. As indicated in that correspondence, FullTel must insist that CenturyTel cease its stonewalling and instead meet its legal obligations.

To reiterate, FullTel informed CenturyTel, on April 12, 2005, that FullTel would collocate with CenturyTel at 211 S. 3rd Street in Branson, Missouri, to establish FullTel's single point of interconnection in order to provide service, initially, in the neighboring areas of Ava, Mansfield, Willow Springs and Gainesville. CenturyTel has improperly demanded that FullTel establish multiple points of interconnection (POIs) – in each individual town – and asserted that the traffic to be exchanged is not local and does not qualify for single POI treatment. CenturyTel now claims that the interconnection requested by FullTel is somehow outside the scope of the parties' interconnection agreement.

As a general matter, FullTel requests that CenturyTel please read the entire agreement, and discontinue citing selective portions to assert untenable positions. Despite CenturyTel's most ardent efforts, the Missouri Public Service Commission did approve and then on rehearing confirm FullTel's adoption of the interconnection agreement, by Orders dated December 21, 2004 and February 22, 2005 (hereinafter, the "Agreement"). Having overcome these hurdles, FullTel is now prepared to compete with CenturyTel and its ISP affiliate, CenturyTel.net/CenturyTel Service Group LLC.

The Agreement approved states, at page 54, that each party "shall provide to the other Party, in accordance with this Agreement and Applicable Law, interconnection with the Providing Party's network for the transmission and routing of Telephone Exchange Service and Exchange Access," and that each party will "provide interconnection of their networks at any technically feasible point (the Point of Interconnection or "POI")." Applicable law confirms that FullTel is entitled to establish a single POI in each LATA,

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for the exchange of various forms of traffic. [See, e.g., 47 U.S.C. § 251(c)(2); *MCImetro Access Transmission Services v. BellSouth Telecommunications and North Carolina PUC*, 352 F.3d 872 (2003); *Petitions of WorldCom, Inc., Cox Virginia Telecom, Inc., and AT&T Communications of Virginia, Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc., and for Arbitration*, [Consolidated] Memorandum Opinion and Order, CC Docket Nos. 00-218, 00-249 and 00-251, July 17, 2002 (“*FCC Arbitration Order*”)]

The interconnection point to be established will be within the CenturyTel service territory, which is clearly within the scope of the agreement as even your letter describes it. The key distinction that CenturyTel is ignoring relates to the separation of the physical interconnection of the networks from the traffic that will flow over such interconnection. It is fundamental that LECs must provide interconnection with their networks [see, e.g., 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305; Agreement pages 54-79 (Interconnection Attachment)] and that the parties will then compensate one another for the traffic exchanged over such interconnection. CenturyTel must interconnect with FullTel, and bring traffic originating from CenturyTel customers – the service for which CenturyTel bills its customers – to the point of interconnection.

Regarding the second part of the equation (the traffic), the Agreement itself bars completely the distinction that CenturyTel is attempting to manufacture. The Agreement references two forms of traffic: (1) Reciprocal Compensation Traffic, defined at section 2.83 of the Glossary, and (2) ISP-bound Traffic, defined at section 2.54 and 2.42. In language conveniently ignored by CenturyTel, the agreement then addresses the manner in which the parties will interconnect and exchange both forms of traffic.

The Agreement specifically states that both local and ISP-bound traffic will be for these purposes treated the same, specifying at page 54 that “[e]ach Party (“Originating Party”), *at its own expense*, shall provide for the delivery to the relevant IP of the other Party (“Receiving Party”) *Reciprocal Compensation Traffic and ISP-bound Traffic*[.]” The Agreement further states, at page 67, that “ISP-bound Traffic shall be governed by the terms of the FCC Internet Order¹ and other applicable FCC orders and FCC regulations” (which treat local and ISP-bound traffic the same for IP purposes). To reiterate, and leave no room for doubt, the Agreement further provides, at page 68, that “[t]he IP of a Party (“Receiving Party”) for ISP-bound Traffic delivered to the Receiving Party by the other Party *shall be the same* as the IP of the Receiving Party for Reciprocal Compensation Traffic[.]” As a result, CenturyTel’s focus solely on Reciprocal Compensation Traffic is misplaced and indeed very misleading.

As is the case with the physical interconnection itself, Applicable Law also eviscerates the distinction CenturyTel is attempting to create with regard to traffic (See, e.g., 47 C.F.R. § 51.703; FCC Internet Order; *MCImetro v. BellSouth*, 352 F.3d 872; *FCC Arbitration Order*). In fact, the FCC’s Internet Order addressed and resolved – four years ago – the very issue CenturyTel is now raising. There, the FCC determined that ISP-

¹ “FCC Internet Order” is defined in the Glossary section of the Agreement, section 2.42, to be the FCC’s Order on Remand in CC Docket Nos. 96-98 and 99-68, FCC 01-131 (adopted April 18, 2001).

bound Traffic, since its end point is often distant (*i.e.*, outside the local calling area), will be subject to a compensation scheme distinct from that which applies to Reciprocal Compensation Traffic (*see, e.g.*, Internet Order at paras. 1-8, 14, and fn. 6).

In sum, both the Agreement and Applicable Law clearly require CenturyTel to exchange ISP-bound traffic at the same interconnection points as Reciprocal Compensation Traffic, and both the Agreement and Applicable Law (including the FCC Internet Order) specify the compensation for doing so. There is simply no issue to be resolved here.

Since CenturyTel's positions are contrary to both Applicable Law and the parties' interconnection agreement, FullTel must insist that CenturyTel comply with its obligations without further delay. FullTel has asserted its lawful right to interconnect and exchange traffic, and fully expects that CenturyTel will provide such interconnection in accordance with Applicable Law and the Agreement. Kindly confirm at your earliest opportunity that CenturyTel will provide the requested interconnection without further delay.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Baresel", with a long horizontal line extending to the right.

Roger P. Baresel
President, FullTel, Inc.

cc: John Van Eschen, Director, Telecommunications Department, Missouri PSC
Bill Voight, Telecommunications Department, Missouri PSC
Mark Comley, Esq.
Andrew M. Klein, Esq.