

Exhibit No. _____
Issue: Suspension and Modification of LNP
Requirements
Witness: Ron Williams
Type of Exhibit: Surrebuttal Testimony
Sponsoring Party: Western Wireless
Case Nos. TO-2004-0504 (Cass County)
TO-2004-0505 (Craw-Kan)
Date: July 16, 2004

FILED²
AUG 11 2004

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Missouri Public
Service Commission

CASE NOS. TO-2004-0504 & TO-2004-0505

SURREBUTTAL TESTIMONY

OF

RON WILLIAMS

**ON BEHALF OF WWC HOLDING COMPANY, INC.
(WESTERN WIRELESS dba CellularOne)**

July 16, 2004

Exhibit No. 22
Case No(s) TO-2004-0504 TO-2004-0505
Date 7/22/04 **Rptr** SKM

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OF
RON WILLIAMS

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1 **I. QUALIFICATIONS AND PURPOSE OF TESTIMONY**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Ron Williams. My business address is 3650 131st Avenue South East,
4 Bellevue, Washington 98006.

5 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?**

6 A. Yes. I filed rebuttal testimony on behalf of WWC Holding Company, Inc. (Western
7 Wireless) on July 2, 2004.

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9 A. The purpose of my testimony is to address the rebuttal testimony offered by Natelle
10 Dietrich on behalf of the Missouri Public Service Commission Utility Operations
11 Division ("Staff"). Ms. Dietrich's testimony provides support, albeit unfounded, for
12 the Petitioners' request of modification of rules related to LNP. My testimony will
13 address the following issues raised in Ms. Dietrich's testimony:

- 14 ▪ **Transport of local calls to ported numbers does not result in a LEC**
15 **"operating much like an interexchange carrier".**
- 16 ▪ **Transport of calls to ported numbers does not result in economic harm to**
17 **the Petitioners or their customers.**
- 18 ▪ **Western Wireless does not support a modification of FCC rules related to**
19 **Petitioner routing obligations.**
- 20 ▪ **The recommendation of the Staff is misplaced.**
- 21 ▪ **The result of the Commission's earlier orders on similar LNP Petitions**
22 **has compromised the negotiations to resolve these Petitioners' concerns**
23 **short of Commission Order.**

24 **II. TRANSPORT OF LOCAL CALLS TO PORTED NUMBERS DOES NOT**
25 **RESULT IN THE PETITIONERS 'OPERATING MUCH LIKE AN**
26 **INTEREXCHANGE CARRIER'.**

27 **Q. MS. DIETRICH TAKES THE POSITION THAT TRANSPORTING CALLS TO PORTED**
28 **NUMBERS COULD RESULT IN THE PETITIONERS "OPERATING MUCH LIKE AN**

1 **INTEREXCHANGE CARRIER” (DIETRICH REBUTTAL TESTIMONY, P. 4, LL. 14-17). IS THIS AN**
2 **ACCURATE CONCLUSION?**

3 A. No, there are two significant distinctions that separate a call to a number ported to a
4 wireless carrier and an interexchange call. A call to a ported number may require
5 routing to a point that is not in the originating rate center, but this does not impact the
6 rating of the call nor does it define the call as interexchange. Further, an intermodal
7 call originating from a rate center from which a number was ported to a wireless
8 carrier is, by definition, within the local calling area.

9 **Q. HAS THE FCC PROVIDED CLEAR EXPECTATIONS FOR LEC ROUTING OF CALLS TO**
10 **NUMBERS PORTED TO A WIRELESS CARRIER?**

11 A. Yes. The FCC has made explicit that this intermodal call is within the local calling
12 area and these calls maintain their rate center designation.¹

13 **III. TRANSPORT OF CALLS TO PORTED NUMBERS DOES NOT RESULT IN**
14 **ECONOMIC HARM TO THE PETITIONERS OR TO THEIR END USERS.**

15 **Q. MS. DIETRICH TAKES THE POSITION THAT TRANSPORTING CALLS TO PORTED**
16 **NUMBERS MAY RESULT IN ECONOMIC HARM (REBUTTAL P.4. LLS. 18-19). WHAT**
17 **EVIDENCE DOES MS. DIETRICH OFFER TO SUPPORT HER POSITION?**

18 A. Ms. Dietrich offers no data and no analysis of the economic burden claims made by
19 the Petitioners.

20 **Q. HAVE THE PETITIONERS PROVIDED ANY EVIDENCE TO SUPPORT THIS CLAIM?**

21 A. No. The Petitioners have merely stated a range for the cost of theoretically
22 prolonged negotiations with SBC. Although SBC is one source for routing calls to

¹ In the Matter of Telephone Number Portability, CTIA Petitions for Declaratory Ruling on Wireline-Wireless Porting Issues, CC Docket No. 95-116, FCC 03-284 ¶28 (rel. November 10, 2003). (“*Intermodal Porting Order*”) – attached to Rebuttal Testimony of Ron Williams (July 2, 2004) as Exhibit RW-1.

1 ported numbers, it is not the only solution. Neither is it appropriate to assume that
2 negotiations with SBC would be prolonged. I believe SBC has standard provisions
3 for tandem transit services and I know that SBC has many existing arrangements in
4 Missouri that provide for tandem transit.

5 **Q. IS THERE A WAY TO FORECAST THE COST OF CALL TRANSPORT TO PORTED**
6 **NUMBERS?**

7 A. Yes. An estimate of the volume and length of local calls to a ported number could be
8 developed based on current local calling characteristics. This could be used to
9 develop a monthly traffic volume based on the aggregate quantity of ported numbers.
10 Then the monthly traffic volume could be used to estimate the amount to be paid to a
11 transit provider. Here is an example: Assuming an aggregate of 100 ported numbers,
12 a daily volume of 6 local calls originated to each of these numbers at a length of 3
13 minutes per call, and a transit rate of \$.005 per minute of use, the monthly transit
14 usage cost would be \$270. Given the operating characteristics of the Petitioners, it
15 would be difficult to construe this cost as an undue economic burden for complying
16 with its obligations under the law.

17 **Q. IS THERE AN EXAMPLE OF A LEC INITIATED TANDEM ROUTING APPROACH THAT**
18 **COULD BE USED TO SATISFY ROUTING OBLIGATIONS?**

19 A. Yes. The Minnesota Commission recently issued an order in an LNP suspension
20 proceeding.² The proceeding involved a request by the Minnesota LECs for a brief
21 suspension of LNP obligations to enable them to complete the implementation of a

² See In the Matter of the Petition of the Minnesota Independent Coalition for Suspension of Modification of Local Number Portability Obligations Pursuant to 47 U.S.C. § 251(f)(2), Docket M-04-707, Order Issued July 8, 2004 – attached as **Exhibit RW-5**.

1 tandem routing solution for their obligation to route traffic to ported numbers even
2 though no direct connection existed with the terminating carrier.

3 **Q. WHO CAME UP WITH THE APPROACH BEING IMPLEMENTED BY THE MINNESOTA**
4 **LECS?**

5 A. The Minnesota LECs developed the tandem routing approach for delivering calls to
6 ported numbers because it was the most economical method available to meet their
7 routing obligations.

8 "The Companies believe this can be accomplished efficiently and
9 cost effectively, if such calls are routed via the same facilities used
10 by the CMRS providers to deliver their traffic to the Companies."
11 (Petition, at p. 5)

12 and

13 "...the Companies have focused on the eminently reasonable
14 solution of making use of the very same facilities used by the
15 CMRS providers to deliver traffic to the Companies." (Petition, at
16 p.10)³

17 Not only did the Minnesota LECs admit to their obligations to route traffic to ported
18 numbers, they proactively sought the most economical solution to fulfill those
19 obligations.

20 **Q. COULD THE SAME APPROACH BE UTILIZED IN MISSOURI?**

21 A. I don't see why not. The current network configuration between the Petitioners and
22 SBC is very similar to the configuration in place between Minnesota LECs and
23 Qwest.

24 **Q. IS THE APPROACH USED BY THE MINNESOTA LECs ANY DIFFERENT THAN THE**
25 **DELIVERY OF WIRELESS TRAFFIC TO LECs IN MISSOURI?**

³ See In the Matter of the Petition of the Minnesota Independent Coalition for Suspension of Modification of Local Number Portability Obligations Pursuant to 47 U.S.C. § 251(f)(2), Docket M-04-707, Petition, pp. 5, 10.

1 A. No. The planned arrangements in Minnesota are a mirror image of the way most
2 wireless carriers deliver traffic to the Petitioners in Missouri. This tandem routed
3 approach to the exchange of traffic between two carriers is utilized today. I have
4 attached a series of three diagrams that show how the tandem routing approach is
5 used today, how it differs from direct connections, and how it could be utilized by
6 the Petitioners' to meet their LNP routing obligations. (See **Exhibit RW-6**)

7 **IV. WESTERN WIRELESS DOES NOT SUPPORT A MODIFICATION OF FCC**
8 **RULES RELATED TO PETITIONER ROUTING OBLIGATIONS.**

9 **Q. MS. DIETRICH IS OF THE OPINION THAT WESTERN WIRELESS SUPPORTS A**
10 **MODIFICATION OF THE FCC RULES (DIETRICH REBUTTAL, P. 7, LL. 1-6). IS SHE**
11 **CORRECT IN HER OPINION?**

12 A. No. Western Wireless does not support any modification of FCC rules in response to
13 these Petitions. The comments, cited by Ms. Dietrich in the 'on-the-record'
14 presentation in early May, were made in the interest of a prompt resolution of the
15 Petitioners' only stated obstacle to implementation of LNP. Western's 'offer' was
16 made in the context and spirit of a timely negotiated resolution of the pending matter
17 and was designed to resolve any uncertainty involving compensation for dealing with
18 traffic destined to ported numbers that involved separate rating and routing points.⁴
19 To suggest that these comments serve to endorse the recommendation made by the
20 Staff is a gross misrepresentation of Western's position.

⁴ See "Intermodal Porting Order" ¶40 -- RW Exhibit 1 (Rebuttal Testimony of Ron Williams)

1 **V. THE RECOMMENDATION OF THE STAFF IS MISPLACED.**

2 **Q. HAVE THE PETITIONERS OR STAFF ESTABLISHED SUFFICIENT GROUNDS FOR A**
3 **SUSPENSION OR A MODIFICATION OF FCC RULES?**

4 A. They don't even come close to providing sufficient basis for the Missouri Public
5 Service Commission to suspend or modify the Petitioners' LNP obligations. The
6 Petitioners and Ms. Dietrich have not claimed technical infeasibility in their
7 testimony. The Petitioners have provided unsubstantiated estimates of a potential
8 cost for hypothetical negotiations of routing arrangements and have identified those
9 potential costs as an economic burden. Petitioners have offered no actual evidence of
10 cost in the record of this case. Ms. Dietrich has provided no further information on
11 economic burden. Neither the Petitioners nor Ms. Dietrich have provided metrics that
12 would indicate any cost incurred would be undue in relation to any aspect of the
13 Petitioners' business (e.g., no comparison is made to any financial indices relevant to
14 any aspect of the Petitioners balance sheets, income statements, or cash flows nor has
15 a comparison been made to other similarly situated LECs that have implemented
16 LNP). Finally, no evidence has been provided by Petitioners or Ms. Dietrich that any
17 claimed Petitioner cost of implementing LNP results in a "significant adverse
18 economic impact on users of telecommunications services generally." Since these
19 Section 251(f)(2) criteria for suspension or modification of FCC rules have not been
20 met, the Commission cannot accept the recommendations of the Staff and cannot
21 grant the Petitions in these cases.

22 **Q. WHAT ARE YOUR CONCERNS ABOUT THE NATURE OF THE PROPOSED MODIFICATION**
23 **OF FCC RULES ON THE ROUTING OF CALLS TO PORTED NUMBERS?**

24 A. The recommendation to modify the FCC rules conflicts with at least two significant
25 FCC orders involving LNP. The FCC has addressed the obligation of routing traffic

1 to ported numbers in the Intermodal Porting Order (§39) and more extensively in
2 dealing with CenturyTel's misrouting of calls destined to ported numbers (including
3 routing of calls to intercept messages).⁵ Here is how the FCC distinguished routing
4 from LNP obligations in the CenturyTel Notice of Forfeiture:

5
6 "4. Regardless of the status of a carrier's obligation to provide
7 number portability, all carriers have the duty to route calls to
8 ported numbers. In other words, carriers must ensure that their call
9 routing procedures do not result in dropped calls to ported
10 numbers."

11
12 And then in paragraph 5:

13
14 "...the Commission clearly imposed requirements on the carrier
15 immediately preceding the terminating carrier, designated the 'N-1
16 carrier', to ensure that number portability databases are queried
17 and thus that calls are properly routed."

18
19 And then in paragraph 13: Responsibility is clearly assigned to the
20 N-1 carrier:

21
22 "This report specifically states that where the N-1 carrier, either a
23 LEC or an IXC, is not LNP-capable, the N-1 carrier 'should
24 arrange with [another carrier] to terminate default routed calls.'"

25
26 Further evidence of the FCC's directive on LEC obligations to route properly to
27 ported numbers can be gleaned from the very recent FCC Order involving a Consent

⁵ See In the Matter of CenturyTel, Inc., CenturyTel of Washington, Inc., CenturyTel of Cowiche, Inc., and CenturyTel of Inter Island, Inc. Apparent Liability for Forfeiture, DA 04-1304, Released May 13, 2004.

1 Decree with CenturyTel.⁶ Among many components of the Compliance Plan agreed
2 to by CenturyTel, routing to ported numbers is addressed:

3 "Whenever it is the N-1 carrier, CenturyTel will ensure that any
4 call placed by a CenturyTel customer to a ported number is
5 properly routed to the network of the current carrier serving that
6 telephone number, based on the LRN." (See ¶9(d))

7 Further, removing the obligation of the originating carrier to route calls to
8 ported numbers (see Dietrich Rebuttal p. 7, ll. 22-23 and p. 8, ll. 1-3),
9 imposes a de facto obligation on a wireless carrier to establish an
10 interconnection agreement to establish facilities to receive traffic destined
11 to a number ported to their network. The imposition of interconnection
12 agreements as a precondition to intermodal porting is expressly prohibited
13 in the FCC's Intermodal Order.⁷

14 **VI. THE COMMISSION'S EARLIER ORDERS ON LNP MODIFICATONS**
15 **HAVE NEGATIVELY IMPACTED THIS PROCEEDING AND THE PUBLIC**
16 **INTEREST.**

17 **Q. WHAT IMPACT HAVE THE MISSOURI PUBLIC SERVICE COMMISSION'S PREVIOUS**
18 **LNP ORDERS HAD ON THIS PROCEEDING?**

19 **A.** The LNP Orders already issued by the Commission have removed parity from the
20 negotiations between Western Wireless and the Petitioners in this proceeding. The

⁶ See *In the Matter of CenturyTel, Inc., CenturyTel of Washington, Inc., CenturyTel of Cowiche, Inc., and CenturyTel of Inter Island, Inc.* DA 04-2065, Released July 12, 2004. Attached as **Exhibit RW-7**.

⁷ See "*Intermodal Porting Order*" ¶¶ 34-36 -- **RW Exhibit 1 (Rebuttal Testimony of Ron Williams)**

1 grant of modification and delay on the basis of very limited evidence has had an
2 inevitable chilling effect on the likelihood of the parties to this case reaching any
3 negotiated settlement.

4 **Q. IF PERMITTED TO STAND, WHAT IMPACT WILL THE COMMISSION'S PREVIOUS LNP**
5 **ORDERS HAVE ON MISSOURI CONSUMERS?**

6 **A.** The orders will have two impacts on Missouri consumers. Most significantly, the
7 orders are likely to further delay the implementation of LNP and competitive choice
8 in some LEC service areas as a result of the unwarranted imposition of additional
9 costs on competitive service providers. Additionally, the structure of the
10 Commission's rule modification imposes a potentially inefficient network
11 interconnection solution that results in higher costs for all consumers. Finally, to the
12 extent that Commission Orders conflict with Federal law and exceed the limits of the
13 Commission's authority, they are susceptible to court challenges which will impose
14 additional burdens on all parties.

15 **VII. CONCLUSION**

16 **Q. DOES MS. DIETRICH'S TESTIMONY ADDRESS WHETHER THE PETITIONERS HAVE**
17 **MET THE STANDARD FOR SUSPENSION OR MODIFICATION OF LNP OBLIGATIONS?**

18 No. Ms. Dietrich does not rely on the statutory standards in making the
19 recommendations in her testimony. Further, Ms Dietrich's testimony provides no
20 additional information relevant to the statutory criteria for assessing the Petitioner's
21 merits for being granted a suspension or modification of LNP obligations.

22 The Commission should reject the Petitioners' arguments for modification of LNP
23 obligations, deny their request, and order the Petitioners to implement LNP consistent
24 with obligations arising from receipt of a bona fide request.

1 **Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

2 A. Yes, it does.

3

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

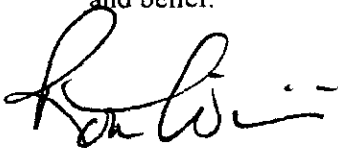
In the Matter of the Petition of Cass County)
Telephone Company for Suspension and)
Modification of the FCC's Requirement) Case No. TO-2004-0504
to Implement Number Portability.)

In the Matter of the Petition of Craw-Kan)
Telephone Cooperative for Suspension and)
Modification of the FCC's Requirement to) Case No. TO-2004-0505
Implement Number Portability)

AFFIDAVIT OF RON WILLIAMS

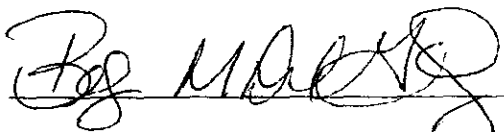
Ron Williams, of lawful age, being duly sworn upon his oath, deposes and states the following:

1. My name is Ron Williams. I am employed by Western Wireless Corporation (WWC Holding Company, Inc.) as Director – InterCarrier Relations.
2. Filed herewith and made a part hereof for all purposes is my Surrebuttal Testimony in this case.
3. I hereby affirm that my testimony filed herewith, including all answers to the questions therein, is true and correct to the best of my knowledge, information and belief.

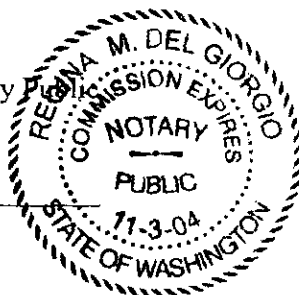


Ron Williams

Subscribed and sworn to before me this 16th day of July, 2004.



Notary Public



My Commission expires: 11/03/04

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

LeRoy Koppendraye
 Marshall Johnson
 Ken Nickolai
 Phyllis A. Reha

Chair
 Commissioner
 Commissioner
 Commissioner

In the Matter of the Petition by the Minnesota
 Independent Coalition for Suspension or
 Modification of Local Number Portability
 Obligations Pursuant to 47 U.S.C. § 251(f)(2)

ISSUE DATE: July 8, 2004

DOCKET NO. P-et al/M-04-707

ORDER GRANTING SUSPENSION,
 SETTING INTERIM RATES, AND SETTING
 90-DAY DEADLINE FOR NEGOTIATIONS

PROCEDURAL HISTORY

On May 10, 2004, the Minnesota Independent Coalition (MIC)¹ filed a petition pursuant to 47 U.S.C. § 251(f)(2) and Minn. Rules part 7811.2100 requesting the suspension or modification of its members' obligations under 47 U.S.C. § 251(b)(2) to provide local number portability (LNP) to requesting Commercial Mobile Radio Service (CMRS) providers.

On May 19, 2004, MIC filed a request for a temporary suspension of its members' number portability obligations until the matter came before the Commission.

On May 24, 2004, the Commission issued its ORDER GRANTING TEMPORARY SUSPENSION, which granted MIC's member companies a temporary suspension of their federal local number portability obligations until the Commission took further action on the matter.

Comments were filed by Rural Cellular Corporation, Midwest Wireless Holdings Inc. and Western Wireless Corporation (the Wireless Carriers) on May 17, 2004, by the Department of Commerce (DOC) on May 28, 2004, by Qwest Corporation (Qwest) on June 1, 2004, and by Sprint Corporation, on behalf of its Wireless Division, Sprint Spectrum, L.P., d/b/a Sprint PCS (Sprint) on June 1, 2004.

Reply comments were filed by MIC on June 8, 2004.

Petitions for Intervention were timely filed by Sprint, Rural Cellular Corporation, Midwest Wireless Communications L.L.C., Western Wireless Corporation, and by Local Access Network, LLC, C-I Communications, Inc., and Kasson-Mantorville Telephone Company.

¹ The over sixty members are listed on Exhibit 1, attached hereto. Note that Winnebago Cooperative Telephone Association, Hills Telephone Company, Sioux Valley Telephone Company, and Interstate Telecommunications Cooperative are not petitioners in this docket.

The matter came before the Commission on June 24, 2004.

FINDINGS AND CONCLUSIONS

I. Background

The Federal Communications Commission (FCC) issued an Order November 10, 2003² that required local exchange carriers (LECs), upon receiving a bona fide request from a CMRS provider, to make their switches capable of porting a subscriber's local telephone number to a requesting CMRS provider.

The FCC also ordered all carriers outside the top 100 Metropolitan Statistical Areas (MSA's) to implement wireless LNP (WLNP) by May 24, 2004, for any bona fide request received on or prior to November 24, 2003. For bona fide requests received after November 24, 2003, the LECs had six months following the request to implement wireless LNP.

II. MIC's Petition

A. Request for Temporary Suspension of LNP Obligations

MIC requested that its member companies (MIC Companies or the Companies) be granted a temporary suspension, until July 30, 2004, of obligations to provide wireless local number portability to CMRS providers who have submitted a bona fide request for wireless LNP, or any additional CMRS provider that may subsequently submit a bona fide request for LNP.

MIC argued that the suspension was needed to complete the necessary technical and operational modifications to network connections between the Companies and Qwest for wireless LNP. Further, MIC stated it needed the suspension in order to conclude negotiations with Qwest over the terms and conditions, including rates, for the services and facilities to support wireless LNP.

The MIC Companies stated that they could temporarily resolve the issue of the Companies' duty to route calls to already ported numbers by arranging for carriers other than Qwest to route and terminate the traffic.

B. Other Requests

MIC stated that for the majority of the MIC Companies, there are no direct connections between CMRS providers and the Companies. Rather, CMRS providers in Minnesota have interconnected their wireless networks with tandem switches owned and operated by Qwest, and route their traffic to the Companies via these connections. A substantial majority of the MIC member companies do not have the technical ability to route their traffic to the CMRS carriers via Qwest access tandems, because Qwest has configured the facilities as one-way terminating trunks. This configuration permits the CMRS providers to deliver their traffic to the Companies, but the Companies are unable to similarly route traffic bound for CMRS providers via these trunks.

² *In re Telephone Number Portability*, Memorandum Opinion and Order and Further Notice of Proposed Rulemaking, CC Docket No. 95-116, FCC 03-284 (2003) (the Intermodal Number Portability Order).

MIC stated that it contacted Qwest to request that Qwest accept traffic from the Companies for ported numbers via existing Company-Qwest trunk groups at Qwest access tandems in Minnesota. This would require both the Companies and Qwest to reconfigure the trunks to accept wireline to wireless ported traffic.

MIC indicated that Qwest was receptive to developing routing for CMRS provider-bound traffic as requested by the Companies, but that Qwest would not make any operational changes until the Companies and Qwest had signed agreements identifying the terms of service.

MIC and Qwest have been unable to reach agreement on the rates and the scope of the agreement. MIC argued that the scope of Qwest's proposed agreement was too broad. Further, MIC objected to the rate Qwest proposed.

MIC argued that the scope of the agreement should be limited to MIC's request for transit services for wireless LNP routing and not cover transit services generally, as Qwest proposed. The MIC Companies also argued that the pricing for wireless LNP services should reflect forward looking costs or total element long-run incremental cost (TELRIC) pricing.

III. Other Parties' Positions

A. Qwest

Qwest stated that it had no objection to MIC's request for an extension of the FCC deadline. Further, Qwest did not object to a temporary short term agreement that would only address CMRS transit traffic. However, Qwest disagreed with the MIC Companies' position that Qwest must provide the MIC Companies with transit service and must do so at TELRIC rates.

Qwest stated that it had offered an interim 90-day arrangement for wireless LNP transit service and that it would be able to implement this interim service for all the trunks at issue in this case within three weeks of a signed agreement.

Qwest also stated that it proposed a more long term agreement that would cover all transit traffic that the MIC Companies send through Qwest's tandem. Qwest argued that it currently receives no compensation for this transit traffic.

B. The Wireless Carriers

The Wireless Carriers opposed a delay of the incumbent local exchange carriers' (ILEC's) obligations to implement wireless LNP. They argued that the ILECs had ample time to make the necessary network modifications to enable them to meet the deadlines established.

The Wireless Carriers recommended that:

- The Commission grant the MIC Companies' request to order Qwest to provide a transit function for the delivery of wireless LNP local traffic at TELRIC rates.
- Qwest and MIC immediately implement the transit of any local traffic that is bound to a number ported from a MIC Company to a Wireless Carrier under interim terms.

- Qwest and the MIC Companies continue to negotiate terms for the transit of any local traffic that is bound from the MIC Companies to the Wireless Carriers.
- The Commission clarify that a suspension of the MIC Companies' WLNP obligations does not suspend the MIC Companies' obligation to properly route calls to numbers that have been ported from one wireless carrier to another.

C. Sprint

Sprint did not oppose MIC's request for a brief delay, until July 30, 2004, of number porting obligations. However, Sprint requested that the Commission direct the MIC Companies and Qwest to make the necessary changes to allow customers to make calls to those ported numbers no later than July 30, 2004.

Sprint also recommended that any rate issues between MIC and Qwest be considered separately from porting obligations.

D. DOC

The DOC recommended that the Commission:

- Grant the temporary stay requested by MIC of its member Companies' WLNP obligations until July 30, 2004, as permitted under Minn. Rules part 7811.2100, subp. 9.
- Require Qwest and MIC to implement, at interim rates, any transit functions necessary for MIC Companies to provide wireless LNP. If the companies cannot agree on an appropriate rate, either party can ask the Commission to set a permanent rate.
- Clarify that any suspension applies to the duty to provide wireless LNP, not to the duty to also route calls to ported numbers.

IV. Agreement on Interim Rates and Further Negotiations

At hearing Qwest and MIC agreed on the following interim rates:

- \$10.00 per month per company for rural companies; and
- \$300.00 per month per company for metro companies.

Qwest and MIC agreed that there would be no true-up of these interim rates.

Further, Qwest and MIC agreed that if they could not reach a permanent agreement after 90 days, the matter should be sent to the Office of Administrative Hearings for contested case proceedings.

V. Commission Action

The Commission will grant MIC's request for a temporary suspension of wireless LNP obligations, but only until July 30, 2004. This will allow sufficient time for the completion of the necessary technical and operational modifications to network connections between the Companies and Qwest.

The Commission will order Qwest to reconfigure its tandems to accept wireline to wireless traffic from the MIC members, as agreed to by Qwest. Further, the Commission will order interim rates of \$10 per month per rural company and \$300 per month per metro company, as agreed to by Qwest and MIC.

The Commission recognizes that the parties have been engaged in negotiations to reach agreement on the terms and conditions for the services and facilities to support wireless LNP and that the parties have requested 90 days to continue their negotiations. The Commission finds it reasonable to allow the parties 90 days from the date of this Order to reach an agreement. However, if the parties cannot reach agreement in that time, the matter will be sent to the Office of Administrative Hearings for contested case proceedings.

The issue to be sent for contested case proceedings, if the parties cannot reach agreement, will be limited to the matter of the appropriate pricing for wireless LNP traffic. To broaden the scope to include other transit services, other than wireless LNP services, would unnecessarily complicate, expand, and delay the proceedings. The Commission finds that, if it becomes necessary for the Commission to determine pricing for wireless LNP, the necessary facts can best be developed in a formal evidentiary proceeding.

The Commission agrees with the Wireless Companies and the DOC that the obligation to route calls to ported numbers is independent of the obligation to provide number portability. Granting the MIC Companies a suspension of the Companies' Wireless LNP obligation does not suspend the MIC Companies' obligation to properly route calls that have been ported from one wireless carrier to another. The Commission will clarify this by ordering that the MIC Companies properly route calls that have been ported from one wireless carrier to another.

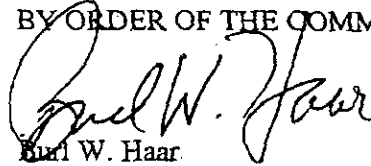
There being no objections to the Petitions to Intervene the following Petitions are granted: Sprint Corporation on behalf of its Wireless Division, Sprint Spectrum, L.P., d/b/a Sprint PCS; Rural Cellular Corporation; Midwest Wireless Communications LLC; Western Wireless Corporation; Local Access Network, LLC; C-I Communications, Inc.; and Kasson-Mantorville Telephone Company.

ORDER

1. MIC's request for suspension of its member companies' federal number portability obligations is granted only until July 30, 2004.
2. Qwest shall reconfigure its tandems to accept wireline to wireless traffic from the MIC members at the following interim rates:
 - \$10.00 per month per rural company,
 - \$300.00 per month per metro company.
3. Within 90 days of the date of this Order the parties shall make a filing with the Executive Secretary indicating whether or not they have reached agreement. If no agreement is reached, the Executive Secretary will issue a Notice and Order for Hearing referring the matter to the Office of Administrative Hearings for contested case proceedings. The matter to be sent for contested case proceedings shall be limited to the issue of the appropriate pricing for wireless LNP traffic.

4. The MIC Companies are required to properly route calls to numbers that have been ported from one wireless carrier to another.
5. The Commission grants the petitions to intervene of: Sprint Corporation on behalf of its Wireless Division, Sprint Spectrum, L.P., d/b/a Sprint PCS; Rural Cellular Corporation; Midwest Wireless Communications LLC; Western Wireless Corporation; Local Access Network, LLC; C-I Communications, Inc.; and Kasson-Mantorville Telephone Company.
6. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION


Earl W. Haar
Executive Secretary

(S E A L)

This document can be made available in alternative formats (i.e., large print or audio tape) by calling (651) 297-4596 (voice), or 1-800-627-3529 (MN relay service).

MN LECs Subbranding Qwest Tandems

The following LECs have end offices which subband the Qwest access tandem, but have one-way terminating trunks. LEC is working with Qwest to reconfigure these one-way groups as two-way groups to permit delivery of LEC WLNP ported traffic.

OCN	Name	OCN	Name
1345	ACE TELEPHONE ASSOCIATION - MINNESOTA	1423	LOWRY TELEPHONE CO.
1347	ALBANY MUTUAL TELEPHONE ASSOCIATION, INC.	1421	MABEL COOPERATIVE TELEPHONE CO. - MINNESOTA
1350	ARWIG TELEPHONE CO.	1425	CHRISTENSEN COMMUNICATIONS CO DBA MADEIRA TEL CO.
1353	CITY OF BARNESVILLE TELEPHONE UTILITY	1426	MANCHESTER - HARTLAND TELEPHONE CO.
1358	BENTON COOPERATIVE TELEPHONE CO.	1430	MELROSE TELEPHONE CO.
1357	BLACKDUCK TELEPHONE CO.	1433	MID-STATE TELEPHONE CO.
1358	BLUE EARTH VALLEY TELEPHONE CO.	1431	MIDWEST TELEPHONE CO.
1362	BRIDGE WATER TELEPHONE CO.	1437	MINNESOTA LAKE TELEPHONE CO.
1385	CALLAWAY TELEPHONE EXCHANGE	1438	MINNESOTA VALLEY TELEPHONE CO., INC.
1440	CANNON VALLEY TELECOM, INC.	1448	NEW ULM TELECOM, INC.
1370	CLARA CITY TELEPHONE EXCHANGE CO.	1500	NORTHERN TELEPHONE CO. OF MINNESOTA
1373	CONSOLIDATED TELEPHONE CO.	1448	OSAKS TELEPHONE CO.
1489	GROSSLAKE TELEPHONE CO.	1450	PARK REGION MUTUAL TELEPHONE CO.
1380	DELAWARE TELEPHONE CO.	1451	PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
1381	DUNNELL TELEPHONE CO., INC.	1453	PEOPLES TELEPHONE CO. MN
1383	EAGLE VALLEY TELEPHONE CO.	1454	PINE ISLAND TELEPHONE CO.
1385	EAST OTTER TAIL TELEPHONE CO.	4300	RED RIVER RURAL TEL. ASSN. - MN
1384	EASTON TELEPHONE CO.	1474	ROTHSAY TELEPHONE CO., INC.
1386	ECOLAB TELEPHONE CO.	1475	RUNESTONE TELEPHONE ASSOCIATION
1387	EMILT COOPERATIVE TELEPHONE CO.	1478	SACRED HEART TELEPHONE CO.
1388	FARMERS MUTUAL TELEPHONE CO.	1479	SCOTT RICE TEL CO. DBA INTEGRA TELECOM
1380	FEDERATED TELEPHONE COOPERATIVE	1482	SHERBURNE COUNTY RURAL TELEPHONE CO.
1402	FEDERATED UTILITIES, INC.	1577	SIXX VALLEY TELEPHONE CO. *
1381	FELTON TELEPHONE CO., INC.	1483	SLEEPY EYE TELEPHONE CO.
1385	GARDEN VALLEY TELEPHONE CO.	1485	SPRING GROVE COOPERATIVE TELEPHONE CO.
1386	GARDONVILLE COOPERATIVE TELEPHONE ASSN.	1487	STARBUCK TELEPHONE CO.
1403	HALSTAD TELEPHONE CO.	1491	TWIN VALLEY - ULM TELEPHONE CO., INC.
1404	HARMONY TELEPHONE CO.	1494	UPSALA COOPERATIVE TELEPHONE ASSOCIATION
1406	HILLS TELEPHONE CO., INC. - MINNESOTA *	1495	VALLEY TELEPHONE CO.
1408	HONE TELEPHONE CO.	1501	WEST CENTRAL TELEPHONE ASSOCIATION
1409	HUTCHINSON TELEPHONE CO.	1502	WESTERN TELEPHONE CO.
1454	INTERSTATE TELECOM COOP. INC. - MINNESOTA *	1505	WINTHROP TELEPHONE CO., INC.
1416	JOHNSON TELEPHONE CO.	1508	WINNEBAGO COOP. TELEPHONE ASSN. - MINNESOTA *
1412	KASSON & MANTORVILLE TELEPHONE CO.	1507	WIMTED TELEPHONE CO.
1414	LAKEDALE TELEPHONE CO.	1508	WINTHROP TELEPHONE CO.
1418	USMORE COOPERATIVE TELEPHONE CO.	1512	WOLVERTON TELEPHONE CO. - MN
1422	LONSDALE TELEPHONE CO., INC.	1510	WOODSTOCK TELEPHONE CO.
1443	LORETEL SYSTEMS, INC.	1515	ZUMBROTA TELEPHONE CO.

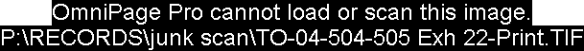
* Not included in Docket No. P et al / M - 04 - 707

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RW-7

Federal Communications Commission

DA 04-2065

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	File No. EB-04-IH-0012
)	
CenturyTel, Inc., CenturyTel of)	Acct. No. 200432080136
Washington, Inc., CenturyTel of Cowiche,)	
Inc., and CenturyTel of Inter Island, Inc.)	FRN Nos. 0001-5846-97, 0003-7386-89, 0001-5825-43

ORDER

Adopted: July 9, 2004

Released: July 12, 2004

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau ("Bureau") has been conducting an investigation into possible violations by CenturyTel, Inc., CenturyTel of Washington, Inc., CenturyTel of Cowiche, Inc., and CenturyTel of Inter Island, Inc. (collectively, "CenturyTel") of section 52.26(a) of the Commission's rules¹ by failing to route calls from CenturyTel's customers to ported wireless numbers.²

2. The Bureau and CenturyTel have negotiated the terms of a Consent Decree that would terminate the Bureau's investigation. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. We have reviewed the terms of the Consent Decree and evaluated the facts before us. We believe that the public interest would be served by approving the Consent Decree and terminating the investigation.

4. Based on the record before us we conclude that there are no substantial or material questions of fact with respect to this matter as to whether CenturyTel possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, IT IS ORDERED, pursuant to sections 4(i) and 503(b) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i) and 503(b), and the authority

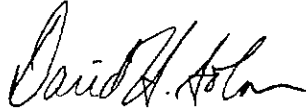
¹ 47 C.F.R. § 52.26(a).

² See *CenturyTel, Inc., CenturyTel of Washington, Inc., CenturyTel of Cowiche, Inc., and CenturyTel of Inter Island, Inc.*, Notice of Apparent Liability, DA 04-1304 (rel. May 13, 2004).

delegated by sections 0.111 and 0.311 of the Commission's rules, 47 C.F.R. §§ 0.111, 0.311, that the attached Consent Decree IS ADOPTED.

6. IT IS FURTHER ORDERED that the above captioned investigation is TERMINATED and the Notice of Apparent Liability in this proceeding³ is RESCINDED.

FEDERAL COMMUNICATIONS COMMISSION

A handwritten signature in cursive script, appearing to read "David H. Solomon".

David H. Solomon
Chief, Enforcement Bureau

³ *Id.*

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)	File No. EB-04-IH-0012
)	
CenturyTel, Inc., CenturyTel of)	Acct. No. 200432080136
Washington, Inc., CenturyTel of Cowiche,)	
Inc., and CenturyTel of Inter Island, Inc.)	FRN Nos. 0001-5846-97, 0003-7386-89, 0001-5825-43

CONSENT DECREE

1. The Enforcement Bureau ("Bureau") of the Federal Communications Commission ("Commission") and CenturyTel, Inc., CenturyTel of Washington, Inc., CenturyTel of Cowiche, Inc., and CenturyTel of Inter Island, Inc. (collectively, "CenturyTel"), hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigation into whether CenturyTel violated section 52.26(a) of the Commission's rules⁴ by failing to route calls from CenturyTel's customers to ported wireless numbers.⁵

2. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) "Commission" means the Federal Communications Commission.
- (b) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
- (c) "CenturyTel" means CenturyTel, Inc., CenturyTel of Washington, Inc., CenturyTel of Cowiche, Inc., and CenturyTel of Inter Island, Inc., any affiliate, d/b/a, predecessor-in-interest, parent companies, any wholly or partially owned subsidiary, or other affiliated companies or businesses and their successors and assigns.
- (d) "Parties" means CenturyTel and the Bureau.

⁴ 47 C.F.R. § 52.26(a).

⁵ See Letter from Hillary S. DeNigro, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, FCC to Glen F. Post, III, Chief Executive Officer, CenturyTel, Inc. (Feb. 4, 2004) ("Letter of Inquiry"). See also *CenturyTel, Inc., CenturyTel of Washington, Inc., CenturyTel of Cowiche, Inc., and CenturyTel of Inter Island, Inc., Notice of Apparent Liability*, DA 04-1304 (rel. May 13, 2004) ("CenturyTel NAL").

- (e) "Order" or "Adopting Order" means an Order of the Commission or the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
- (f) "Effective Date" means the date on which the Commission or the Bureau releases the Adopting Order.
- (g) "Investigation" means the investigation commenced by the Bureau's February 4, 2004 Letter of Inquiry regarding whether CenturyTel violated section 52.26(a) of the Commission's rules in connection with failing to route calls from CenturyTel's customers to ported wireless numbers.

I. BACKGROUND

3. Number portability is defined as "the ability of users of telecommunications services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another."⁶ Under the Communications Act of 1934, as amended, (the "Act"), all telecommunications carriers have a duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission.⁷ In 1996, the Commission required all local exchange carriers ("LECs") to begin a phased deployment of local number portability ("LNP") within the 100 largest metropolitan statistical areas.⁸ The Commission also required all carriers to route calls to ported numbers.⁹ Furthermore, the Commission imposed requirements on the carrier immediately preceding the terminating carrier, the "N-1 carrier," to ensure that number portability databases are queried and thus that calls are properly routed.¹⁰

4. CenturyTel provides local exchange service in 22 states in rural markets and small-to-mid-sized cities, as well as long distance service, Internet access, and data services.¹¹ After receiving information that CenturyTel may not have been routing calls from CenturyTel

⁶ 47 U.S.C. § 153(30); 47 C.F.R. § 52.21(l).

⁷ 47 U.S.C. § 251(a)(2).

⁸ *Telephone Number Portability*, First Report and Order and Further Notice of Proposed Rulemaking, 11 FCC Rcd 8352 (1996). On reconsideration, the Commission clarified that LECs need only provide number portability within the 100 largest MSAs for switches in which another carrier made a specific, bona fide, number portability request *Telephone Number Portability*, First Memorandum Opinion and Order on Reconsideration, 12 FCC Rcd 7236, 7273, ¶ 60 (1997) ("First Reconsideration Order").

⁹ *First Reconsideration Order*, 12 FCC Rcd at 7277, ¶ 69. See also *Telephone Number Portability*, CTIA Petitions for Declaratory Ruling on Wireline-Wireless Porting Issues, Memorandum Opinion and Order and Further Notice of Proposed Rulemaking, 18 FCC Rcd 23697, 23711-12 n.92 (2003).

¹⁰ *Telephone Number Portability*, Second Report and Order, 12 FCC Rcd 12281, 12323-24, ¶¶ 73-74 (1997).

¹¹ See www.centurytel.com.

customers in Washington to wireless customers with ported numbers, the Bureau issued a Letter of Inquiry to CenturyTel requesting information on this call routing issue. CenturyTel submitted a response to the Bureau's Letter of Inquiry on February 24, 2004.

5. On May 13, 2004, the Bureau issued a Notice of Apparent Liability for Forfeiture ("NAL")¹² proposing a \$100,000 forfeiture against CenturyTel and finding that in circumstances where CenturyTel did not have an LNP-capable switch and had a direct trunk with a porting wireless carrier, CenturyTel default-routed local and extended area service calls to the wireless carrier that originally serviced the telephone number. The NAL found that if this porting wireless carrier did not perform a database query to determine where to route the call, the CenturyTel customer would receive a message that the wireless subscriber's number was not in service, when in fact the number had been ported to another carrier.

II. AGREEMENT

6. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement of the Investigation between CenturyTel and the Bureau of the apparent violations of the Commission's rules found in the NAL, without issuance of an order finding liability against CenturyTel for any such apparent violations or any other violation of law arising out of the same facts, and that the NAL will be rescinded as of the Effective Date. In consideration for the termination of this Investigation and in accordance with the terms of this Consent Decree, CenturyTel agrees to the terms, conditions, and procedures contained herein.

7. The Parties agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance by CenturyTel with the requirements of the Act or the Commission's rules or orders. The Parties agree that this Consent Decree is for settlement purposes only.

8. CenturyTel agrees that it will make a voluntary contribution to the United States Treasury in the amount of one hundred thousand dollars (\$100,000) within 30 calendar days after the Effective Date of the Adopting Order. CenturyTel must make this payment by check, wire transfer, or money order drawn to the order of the Federal Communications Commission. The check, wire transfer, or money order should refer to "Acct. No. 200432080136" and "FRN Nos. 0001-5846-97, 0003-7386-89, 0001-5825-43." If CenturyTel makes this payment by check or money order, it must mail the check or money order to: Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, Illinois, 60673-7482. If CenturyTel makes this payment by wire transfer, it must wire such payment in accordance with Commission procedures for wire transfers.

9. For purposes of settling the matters set forth herein, CenturyTel agrees to implement a Compliance Plan related to LNP administration and consisting of the components

¹² See CenturyTel NAL.

delineated below. The Compliance Plan will be for a period of 12 months after the Effective Date, except as otherwise required to comply with the Commission's rules.

- (a) Upon execution of this Consent Decree, CenturyTel will have formed a team designated the Network Support Center ("NSC"), consisting of technical and managerial employees. The NSC will be designated as the focal point for LNP deployment over CenturyTel's system.
- (b) Within 20 days of the Effective Date, CenturyTel will designate a Local Number Portability Compliance Officer to whom all inquiries and concerns about LNP and call routing may be addressed. The Local Number Portability Compliance Officer will supervise CenturyTel's compliance with the Commission's rules and the requirements regarding LNP and CenturyTel's compliance with the requirements of this Consent Decree.
- (c) Upon execution of this Consent Decree, CenturyTel will have deployed LNP capability to all 398 of its host switches throughout its 22 state territory.
- (d) Upon execution of this Consent Decree, company-wide on all 398 of its host switches and whenever CenturyTel is the N-1 carrier, CenturyTel will perform or will have performed on its behalf, a database query to obtain the Location Routing Number ("LRN") that corresponds to any dialed number. Whenever it is the N-1 carrier, CenturyTel will ensure that any call placed by a CenturyTel customer to a ported telephone number is properly routed to the network of the current carrier serving that telephone number, based on the LRN.
- (e) CenturyTel will ensure that any switch added to CenturyTel's system after the Effective Date is LNP capable within a reasonable period of time following CenturyTel's acquisition of that switch. If a switch is added to CenturyTel's system that is not LNP capable, CenturyTel will ensure that whenever CenturyTel is the N-1 carrier CenturyTel will perform or will have performed on its behalf a database query to obtain LRN information in order to ensure that calls placed by CenturyTel customers to ported telephone numbers are properly routed to the network of the current carrier serving that telephone number, based on the LRN.
- (f) Prior to September 1, 2004, in certain instances CenturyTel will have a third party perform certain LRN database queries as described in paragraph 9(d). After September 1, 2004, CenturyTel will implement its own local service management system ("LSMS") to perform database queries.
- (g) Upon execution of this Consent Decree, CenturyTel will have developed written rules and policies regarding the LNP ordering process, including a customer service representative handbook, and materials for public relations teams to prepare them to answer LNP questions from consumers.

- (h) Upon execution of this Consent Decree, CenturyTel will have incorporated LNP compliance training into its existing training for employees who engage in LNP activities, including but not limited to customer service representatives, public relations department employees, and engineering group employees. Training sessions will be conducted for new employees within the first 90 days of employment.
- (i) Upon execution of this Consent Decree, CenturyTel will have established specific policies and procedures for handling LNP-related complaints, including complaints about dropped calls to ported numbers. Specifically, CenturyTel's policies will require a customer service center representative who receives a complaint regarding LNP to prepare a trouble ticket and dispatch it to the central office serving the complaining CenturyTel customer to verify it is LNP-related. If so, the central office will send the trouble ticket to the NSC for resolution with a copy to the Local Number Portability Compliance Officer. The NSC will work to resolve the problem as soon as practicable. If the matter is not resolved within 48 hours, the Local Number Portability Compliance Officer will be notified and will become the primary party responsible for resolving the matter. The customer will be kept apprised within a reasonable time of all efforts to resolve the matter.
- (j) CenturyTel will not avail itself of any suspension or modification of the Commission's LNP requirements granted to CenturyTel prior to the Effective Date pursuant to any application for relief from a state public service commission.

10. In express reliance on the covenants and representations contained herein, the Bureau agrees to terminate the Investigation.

11. The Bureau agrees that it will not use the facts developed in this Investigation through the Effective Date of the Consent Decree or the existence of this Consent Decree to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against CenturyTel concerning the matters that were the subject of the Investigation. The Bureau also agrees that it will not use the facts developed in this Investigation through the Effective Date of this Consent Decree or the existence of this Consent Decree to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against CenturyTel with respect to CenturyTel's basic qualifications, including its character qualifications, to be a Commission licensee or authorized common carrier. Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act against CenturyTel or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating material new evidence of noncompliance by CenturyTel of the Act, the rules, or this Order.

12. CenturyTel waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order adopting this Consent Decree, provided the Bureau issues an Order adopting the Consent Decree without change, addition, modification, or deletion. CenturyTel shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein.

13. CenturyTel's decision to enter into this Consent Decree is expressly contingent upon the Bureau's issuance of an Order that is consistent with this Consent Decree, and which adopts the Consent Decree without change, addition, modification, or deletion.

14. In the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

15. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither CenturyTel nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and CenturyTel shall waive any statutory right to a trial *de novo*. CenturyTel shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein.

16. Any violation of the Consent Decree or the Adopting Order will constitute a separate violation of a Commission order, entitling the Commission to exercise any rights or remedies authorized by law attendant to the enforcement of a Commission order.

17. The Parties also agree that if any provision of the Consent Decree conflicts with any subsequent rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which CenturyTel does not consent) that provision will be superseded by such Commission rule or order.

18. CenturyTel hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

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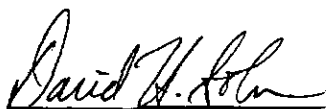
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Federal Communications Commission

DA 04-2065

19. This Consent Decree may be signed in counterparts.



David H. Solomon
Chief, Enforcement Bureau
Federal Communications Commission

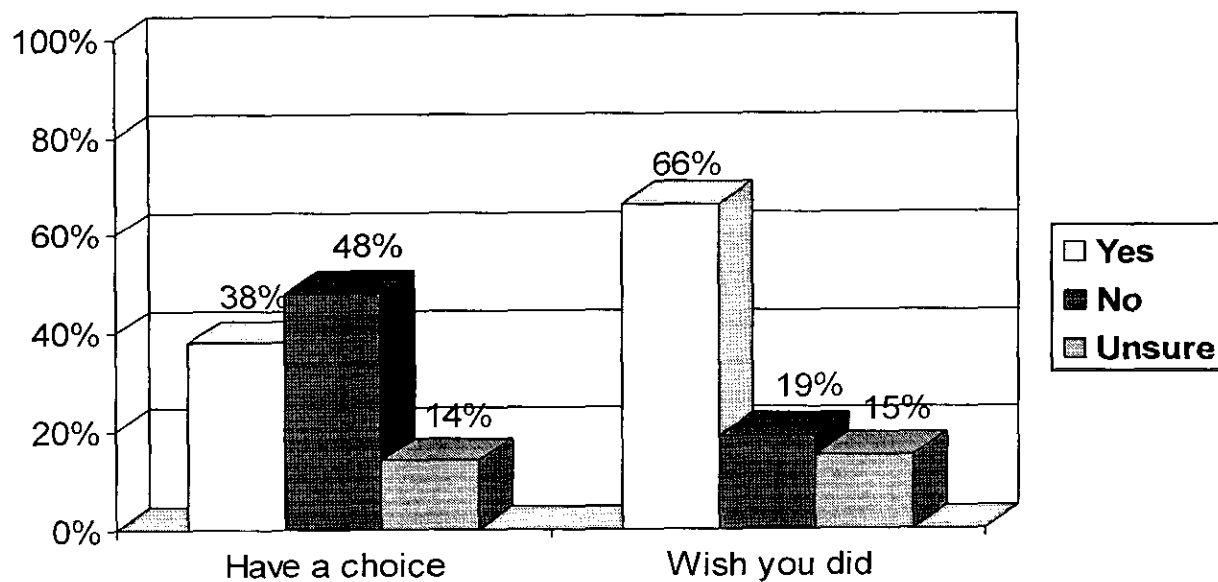
July 9, 2004
Date



Stacey W. Goff
General Counsel of CenturyTel, Inc.
CenturyTel, Inc., CenturyTel of
Washington, Inc., CenturyTel of Cowiche,
Inc., and CenturyTel of Inter Island, Inc.

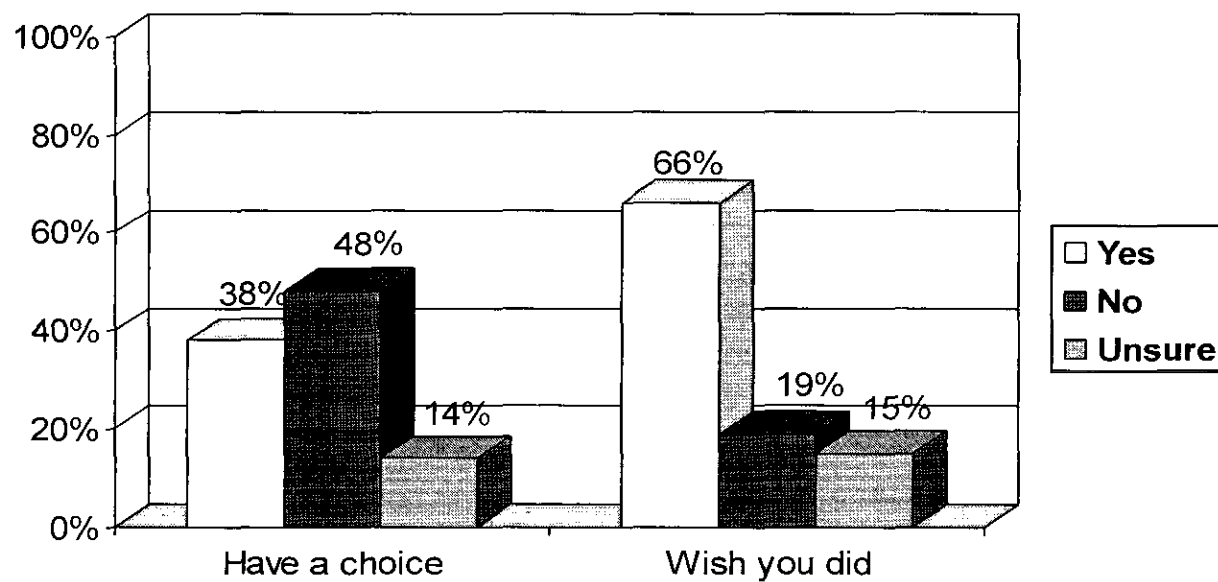
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Do you have a choice of landline providers in your area?
(If NO) Do you wish you DID have a choice?



Do you have a choice of landline providers in your area?

(If NO) Do you wish you DID have a choice?



Survey of Rural Consumers - Western Wireless Markets

Cellular Phone Usage and Wireline Displacement

Exhibit _____

Survey Overview -

- 1,000 online surveys completed with consumers in rural portion of Western Wireless footprint in early June.

- Wireless users were asked questions about their wireless and landline usage.

Key Data Points -

- Currently, 16% of respondents feel that they will eventually replace their wireline phone with wireless. [See Chart 1]

- One in three respondents claim that their cellular phone is their primary phone for most communications. This has jumped 10% since the survey was conducted in 2002. [See Chart 2]

- When this survey was conducted in 2002, 2% of respondents claimed that their wireless phone was their only phone. In 2004, that number climbed to 9%. [See Chart 3]

CHART 2

Which would you say is your primary phone, for most of your communications?

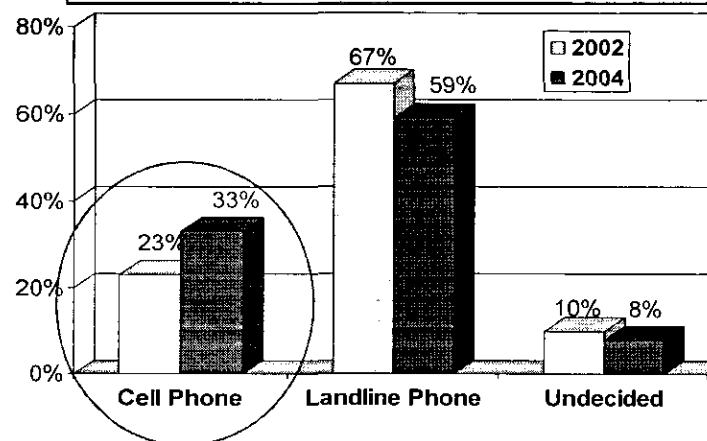


CHART 1

Provided there is reliable wireless service in your area, do you see yourself eventually replacing your landline phone with wireless: using a cell phone ONLY?

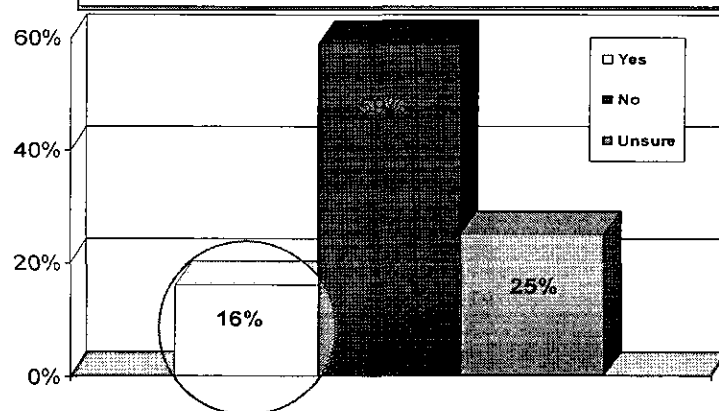
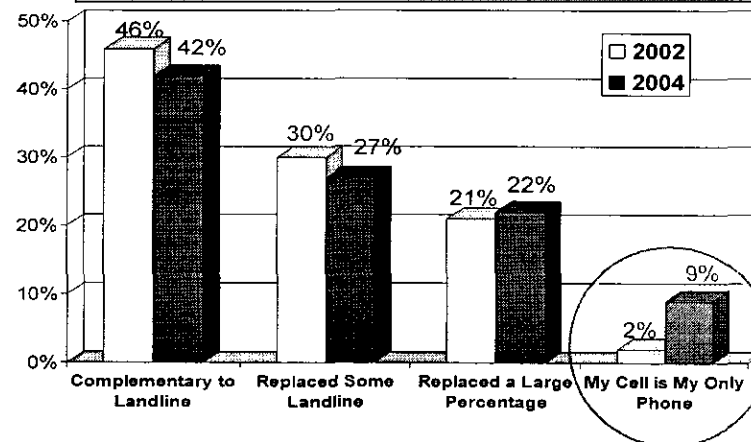


CHART 3

Compare your cell phone usage to usage on your regular landline or "home" phone?



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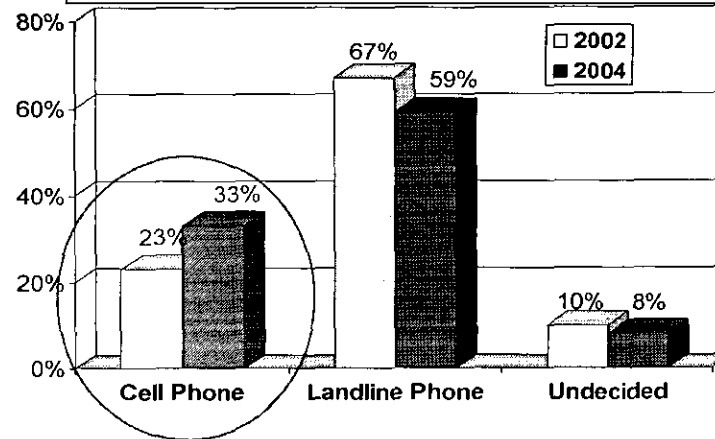


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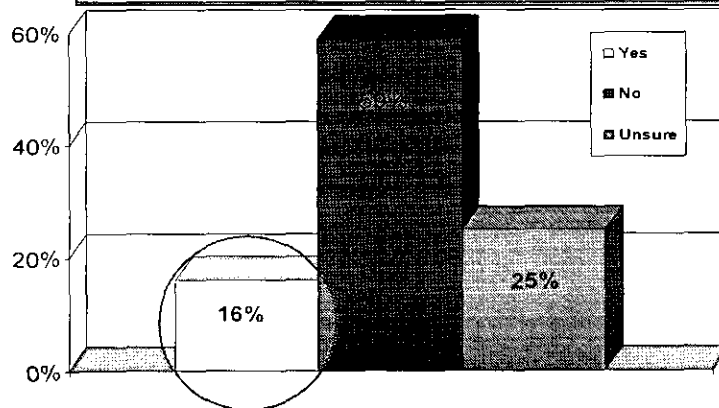


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