

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of Level 3)
Communications, LLC and Broadwing)
Communications, LLC,)
)
Complainant,)
) Case No. 07-668-TP-CSS
v.)
)
Neutral Tandem-Michigan, LLC,)
)
Respondent.)

ENTRY

The Commission finds:

- (1) On May 31, 2007, Level 3 Communications, LLC (Level 3) and Broadwing Communications, LLC (Broadwing) (referred to collectively as the complainants) filed a complaint against Neutral Tandem-Michigan, LLC (NT-M). The complainants allege that NT-M is a wholly-owned subsidiary of Neutral Tandem, Inc. (NTI). NTI, on its own behalf, and on behalf of its operating subsidiaries, including NT-M, entered into traffic exchange agreements with Level 3 and Broadwing (hereinafter, references to NT-M shall include its parent NTI). Under the agreements, NT-M delivers tandem transit traffic from third-party carriers to the complainants.
- (2) In accordance with the terms of the agreements, the complainants gave notice to NT-M of their intent to terminate the agreements. Notwithstanding notice, the complainants protest that NT-M did not take reasonable steps to route calls through other transit providers. The complainants urged NT-M to inform its customers about the termination of the complainants' traffic exchange agreement so that MT-M's carrier customers could make other transit arrangements. The complainants emphasized that calls in this dispute are destined to the complainants' customers. The complainants, therefore, have an interest in avoiding any disruption of service. To the

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician DA Date Processed 10/17/07

complainants, NT-M's acts and omissions were tantamount to a failure to furnish necessary and adequate service.

- (3) For specific relief, the complainants requested that the *Commission find that NT-M's failure to inform its customers of the termination of the traffic exchange agreements was unreasonable, unjust, and rises to a violation of Section 4905.22, Revised Code. Moreover, among other and alternative forms of relief, the complainants requested an order compelling NT-M to notify its customers of the traffic exchange agreement termination and to take steps necessary to ensure uninterrupted service to the complainants' customers.*
- (4) NT-M filed an answer on June 20, 2007. With the answer, NT-M and NTI filed a counterclaim. In its answer, NT-M asserted that the complainants unilaterally decided to refuse tandem transit traffic from NT-M. It is NT-M's position that it had no obligation to inform its customers of the complainants' decision to cancel the traffic exchange agreements.
- (5) In its counterclaim, NT-M describes itself as the telecommunication's industry only independent provider of tandem transit services, a service traditionally performed by incumbent local exchange carriers (ILECs). As a tandem transit provider, NT-M provides a link service between carriers that are not directly interconnected. Through its counterclaim, NT-M sought an order to maintain interconnection with the complainants under fair and reasonable terms.
- (6) On October 1, 2007, the complainants filed a notice of withdrawal. As noted in the motions to extend time,¹ the parties have been attempting to negotiate a settlement of all issues. The complainants report that a final agreement appears unlikely. Nevertheless, in reliance upon NT-M's assertion that on August 3, 2007, NT-M ceased the delivery of traffic to the complainants in Ohio, the complainants will dismiss their complaint. Moreover, NT-M has requested that the complainants eliminate all physical interconnections between the parties in Ohio. Based upon these representations, the complainants are willing to withdraw the complaint

¹ Motions to extend time were filed on July 31, 2007, August 15, 2007, August 29, 2007, and September 12, 2007. The attorney examiner granted the motions by entries issued August 9, 2007, August 17, 2007, August 31, 2007, and September 14, 2007.

notwithstanding the absence of a stipulation of settlement. Furthermore, the complainants rely upon NT-M's assertion that NT-M's counterclaim may be deemed withdrawn upon terminating the complaint.

- (7) Pursuant to the request of the complainants, the complaint shall be dismissed without prejudice. Furthermore, the counterclaim filed by NT-M shall be deemed withdrawn.

It is, therefore,

ORDERED, That the complaint filed by Level 3 and Broadwing is dismissed without prejudice and all pending motions are moot. It is, further,

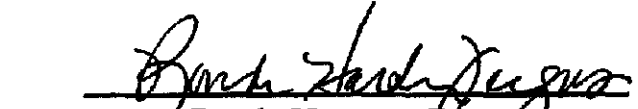
ORDERED, That the counterclaim filed by NT-M shall be deemed withdrawn concurrently with the dismissal of the complaint. It is, further,


ORDERED, That a copy of this entry be served upon the parties, their respective counsel, and all interested persons of record.

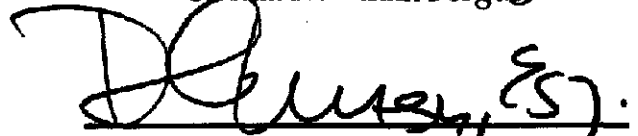
THE PUBLIC UTILITIES COMMISSION OF OHIO

Alan R. Schriber, Chairman


Paul A. Centolella


Ronda Hartman Fergus


Valerie A. Lemmie


Donald L. Mason

LDJ/vrm

Entered in the Journal

OCT 17 2007



Renee J. Jenkins
Secretary