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APR 23 2008

August 3, 2004

Missouri Public  
Service Commission

**VIA FEDERAL EXPRESS AND E-MAIL**

Mr. Guy Miller  
Divisional Vice President – Carrier Relations  
CenturyTel Communications  
P.O. Box 4065  
100 CenturyTel Drive  
Monroe, LA 71203

Exhibit No. 11  
Case No(s) LC-2008-0049  
Date 4/2/08 Rptr MV

**Re: Further Formal Notice Pursuant to Section 14 of the Current Interconnection Agreement Between Charter Fiberlink and CenturyTel**

Dear Mr. Miller:

I have received your letter of July 29, 2004, in which you suggest that Charter has not properly notified CenturyTel of the existence of a formal billing dispute pursuant to Section 14 of the Parties' current interconnection agreement. Although you allude to a deficiency in the contents of that letter, you failed to explain why you believe that Charter has not satisfied the dispute resolution provisions of the agreement.

In fact, as explained below, Charter has properly satisfied the formal dispute resolution provisions of Section 14 of the agreement. To the extent that you have apparently failed to appreciate that fact I will explain how Charter's actions have satisfied Sections 14.1 and 14.2 of the agreement, and reiterate herein previous requests that CenturyTel engage in good faith negotiations to resolve the disputed issues between the Parties.

Section 14 of the agreement requires both parties to engage in good faith negotiations to resolve disputed issues. That obligation arises after the disputing Party provides notice and an explanation of the disputed charges and identifies the person(s) responsible for negotiating a resolution.

Charter has already demonstrated, on repeated occasions, its commitment to negotiate in good faith with CenturyTel through repeated e-mails, telephone calls and meetings between the Parties. In addition, your letter acknowledges that Charter has offered a detailed notice and explanation of the disputed charges. Finally, Charter has already provided CenturyTel with the names and contact information of the persons responsible for negotiating a resolution to these issues. As you well know, Carrie Cox, Charter's Director of Legal and Regulatory Affairs and I have been designated as Charter's representatives for this dispute pursuant to Section 14.1 of the agreement.

Let me be absolutely clear, Carrie Cox and I have been designated as Charter's representative in this dispute, a fact to which you, and CenturyTel's counsel, are aware of. It is, therefore, beyond question that CenturyTel is on notice of that fact. To conclude otherwise would require reliance upon an inappropriately strict reading of the dispute resolution provisions of the agreement.

For these reasons Charter is confident that it has satisfied each of the requirements of the dispute resolution provisions of the agreement, and has properly invoked Sections 14.1 and 14.2 of the agreement.

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To be clear, Charter has satisfied the prerequisites of Section 14 and hereby repeats its formal request that CenturyTel work in good faith to resolve the disputed issues between the Parties.

If you are of the opinion that Charter has not fulfilled its duties to work cooperatively with CenturyTel concerning these issues please provide an explanation directly. But before you make such an assertion take a moment and consider the overwhelming breadth and depth of information, and communications, that Charter has provided to CenturyTel up to this point in time. Given the totality of the circumstances, and Charter's efforts over the past twelve months, it seems highly unlikely that a State Public Service Commission, or other appropriate authority, would find that Charter has not satisfied its duties under dispute resolution of the agreement.

Finally, my letter of July 26 provided the detailed explanation of Charter's disputes that you requested and is therefore an appropriate date to trigger the Parties' obligations under Section 14.2 of the agreement. Given our past correspondence and discussions, I assume that you and Carrick Inabnet will be negotiating a resolution on CenturyTel's behalf. If so, Charter hereby waives its right to receive notice of such fact, pursuant to Section 14.1 of the agreement, within ten business days of the July 26 letter.

In sum, Charter is very confident that its repeated attempts to notify, explain, and ultimately resolve these disputed issues satisfies its obligations under Section 14 of the agreement. What is not clear is whether CenturyTel has satisfied *its duty* to negotiate in good faith pursuant to Section 14.

To that end, Charter expects CenturyTel to provide a detailed justification and explanation for the disputed charges or a statement that it will agree to refund such charges immediately. Absent an explanation, or appropriate refund, Charter will initiate an action for relief forty-five (45) days from the date (July 26) of my last letter.

Sincerely,



K.C. Halm

*Counsel for Charter Communications*

cc: Carrie Cox, Charter Communications  
Carrick Inabnet, CenturyTel  
Chris Savage, Cole, Raywid & Braverman