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APR 23 2008

Missouri Public
Service Commission

Exhibit No.: _____

Issue: Policy

Witness: Guy E. Miller, III

Type of Exhibit: Rebuttal Testimony

Sponsoring Party: CenturyTel of Missouri, LLC

Case No.: LC-2008-0049

Date Testimony Prepared: February 15, 2008

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

Complaint of Charter Fiberlink, LLC Seeking)
Expedited Resolution and Enforcement of)
Interconnection Agreement Terms Between)
Charter Fiberlink-Missouri, LLC and CenturyTel)
of Missouri, LLC.)

Case No. LC-2008-0049

REBUTTAL TESTIMONY OF

GUY E. MILLER, III

ON BEHALF OF CENTURYTEL OF MISSOURI, LLC

February 15, 2008

Exhibit No. 6
Case No(s) LC-2008-0049
Date 4/2/08 Rptr MV



1 to recover moneys owed to CenturyTel for work performed at Charter's request. Charter
2 is a "cost causer" in more than one way in this case and should be held accountable as
3 such.

4 **Q. You indicated that Mr. Schremp's testimony contains inaccuracies and**
5 **mischaracterizations. Can you point these out?**

6 A. Yes. Mr. Schremp's testimony is filled with factually inaccurate statements. For
7 example, Mr. Schremp claims that "the reason no charges are assessed between carriers
8 who port numbers is that they are not allowed to do so under federal law."¹ This
9 statement is both factually and legally inaccurate. First, as I have previously testified, the
10 charges that CenturyTel has billed to Charter are lawful. I will simply refer the
11 commission to my direct testimony for further discussion of that issue.

12 Second, Charter's premise – that charges are not assessed between carriers – is
13 flawed. It ignores the fact that Charter is assessed, and pays for, charges for processing
14 porting LSRs in Wisconsin by TDS, Wood County Telephone and Concord Telephone.
15 Charter's premise also ignores the fact that, as I previously testified, the "big three"
16 ILECS, AT&T, Verizon, and Qwest all charge CenturyTel's CLEC affiliate for porting
17 LSRs as well.² Given the fact that these, and many other ILECS charge for processing
18 porting LSRs, Mr. Schremp's "no charges are assessed between carriers who port
19 numbers" statement is clearly not true.

20 **Q. I assume from your answer that there are other inaccuracies in Mr. Schremp's**
21 **testimony.**

¹ Schremp Direct at 24.

² Miller Direct at 20.

1 A. Yes. For instance, Mr. Schremp makes several misstatements about the nature of the
2 parties' ICA.

3 **Q. Can you give the Commission an example?**

4 A. Mr. Schremp claims that the CenturyTel Local Exchange Tariff is not and can not be
5 made a part of the ICA.³

6 **Q. Is that true?**

7 A. No.

8 **Q. Can you remind the Commission why Mr. Schremp's statement is untrue?**

9 A. Yes. As I discussed in detail in my direct testimony, the General Terms and Conditions of
10 the ICA state that "(the) Agreement includes: (a) the Principal Document; (b) the Tariffs
11 of each Party applicable to the Services that are offered for sale by it in the Principal
12 Document (which Tariffs are incorporated into and made a part of this Agreement by
13 reference),..."⁴ and the Pricing Attachment states "(t)he Charges for a Service shall be
14 the Charges for the Service stated in the Providing Party's applicable Tariff."⁵ Charter
15 would have the Commission believe that the Local Exchange Tariff is somehow excluded
16 from the tariffs incorporated into the ICA. Yet nowhere in the ICA do the terms exclude
17 *any* tariff, much less exclude the Local Exchange Tariff by name. Instead, "tariff" is a
18 defined term in the ICA, incorporating *all* tariffs, without exclusion.⁶

19 **Q. So the Interconnection Agreement incorporates the Local Exchange Tariff?**

20 A. Yes.

³ Schremp Direct at 25.

⁴ Miller Direct at 23.

⁵ Miller Direct at 22.

⁶ "2.85- Tariff [*line spacing*] 2.85.1- Any applicable Federal or state tariff of a Party, as amended from time-to-time;"

1 Q. Is that the only "tariff" that Mr. Schremp claims is outside of the Agreement?

2 A. No. Mr. Schremp also argues that CenturyTel's Service Guide is not part of the ICA.
3 Specifically, he claims that Charter is not bound by CenturyTel's Service Guide because
4 "if the Parties' had intended to incorporate the CenturyTel Service Guide, they would
5 have specifically stated that it was their intent to do so."⁷ CenturyTel stipulates that it did
6 not negotiate any specific reference to the CenturyTel Service Guide in an ICA. Nor
7 could it have, because the ICA was negotiated by Verizon, not CenturyTel. Nevertheless,
8 the ICA reflects Verizon's intent regarding the applicability of a "Guide". Like
9 CenturyTel (and AT&T, Embarq, Qwest and other ILECs), Verizon has a document that
10 is the equivalent of the CenturyTel Service Guide. (The most recent version of the
11 Verizon "Guide" can be found in electronic form on the Verizon Partner Solutions
12 website, and the Verizon Guide is specifically referenced in other Verizon Agreements in
13 Missouri.⁸)

14 Rather than incorporating the Verizon (GTE) Guide by specific name in the ICA
15 with Charter, Verizon (and presumably agreed to by Charter as the co-negotiating carrier)
16 chose to incorporate the Guide through the definition of applicable tariff. Specifically:
17

⁷ Schremp Direct at 24.

⁸ As found in other Verizon (GTE) Agreements filed in Missouri- "GTE Guide- The GTE Open Market Transition Order/Processing Guide, LSR Guide, and Products and Services Guide which contain GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements and GTE's CLEC Interconnection Guide which provides guidelines for obtaining interconnection of GTE's Switched Network with the networks of all certified CLECs for reciprocal exchange of traffic. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the Guide which may be amended from time to time by GTE as needed."

1 2.85 Tariff.

2 2.85.2 Any standard agreement *or other document*, as amended from time-to-
3 time, *that sets forth the generally available terms, conditions and prices* under
4 which a Party offers a Service. [Emphasis added.]

5 From page 2 of the CenturyTel Service Guide [emphasis added highlighting
6 sections containing terms, conditions and pricing references];

7 The sections of this guide are organized as follows:

- 8 • Overview of CenturyTel's Introductory Process
- 9 • *Activation Requirements for Resale & Facility-based Carriers*
- 10 • Overall Introductory Process Flow
- 11 • *CenturyTel's & Carrier's Roles & Responsibilities*
- 12 • CenturyTel Resources & Contact Information
- 13 • *Local Interconnection Services for Facility-based Carriers*
- 14 • *Electronic Interfaces and Gateways*
- 15 • *Business Process Overviews*
- 16 • *Billing and Payment Information*
- 17 • *E-911*
- 18 • *Directory*
- 19 • *Repair/Trouble Reporting*
- 20 • *Safety*
- 21 • *Disaster Recovery*

22 Terms, conditions and pricing from page 35 of the CenturyTel Service Guide:

- 23 • Service Order Charges

1 All orders submitted (ASRs and LSRs) are subject to application of Service Order
2 Charges.

3 Carriers shall place order for number porting by submitting a local service request
4 (LSR) to CenturyTel. A service order charge will be applicable when submitting a
5 Local Service Request (LSR) for porting. The Service Ordering Charge covers the
6 administrative order processing costs and is not associated with the recovery of
7 any technical or materials costs that may be recovered through other charges. The
8 rate charged will either be the contracted rate from the Agreement or a tariffed
9 service order charge. The Purchase Order Number (PON) will be the
10 identification for an individual LSR for billing purposes. CenturyTel will bill the
11 service order charge for an LSR regardless if the LSR is later supplemented,
12 clarified, or cancelled.

13 Tariffed service order charges are referenced on the Technical References page of
14 this web site:

15 [http://business.centurytel.com/business/Wholesale/QuickLinks/technicalReferenc](http://business.centurytel.com/business/Wholesale/QuickLinks/technicalReferences.jsp)
16 [es.jsp](http://business.centurytel.com/business/Wholesale/QuickLinks/technicalReferences.jsp)

17 There is no doubt that the CenturyTel Service Guide sets forth generally available
18 terms, conditions and prices and therefore meets the definition of Section 2.85.2. By
19 meeting that definition, the CenturyTel Service Guide is incorporated in the ICA as a
20 tariff. When CenturyTel replaced Verizon as the LEC under the ICA, CenturyTel's
21 Service Guide was substituted for the Verizon guide as the applicable tariff. At any time
22 since the acquisition of the Verizon properties, Charter was free to request a new ICA or
23 to raise a dispute before the Commission (pursuant to Section 37, Reservation of Rights),

1 if it disagreed with the implementation of ICA terms with CenturyTel. It is notable that
2 Charter continued to operate under this ICA for five years without requesting new terms
3 or challenging CenturyTel's operation under the existing terms before the Commission.

4 **Q. Is Mr. Schremp's testimony about the nature of the parties' Interconnection**
5 **Agreement otherwise accurate?**

6 A. No. For example, on page 16 of his testimony, Mr. Schremp argues that the ICA does
7 not authorize LSR charges when Charter submits an order to CenturyTel for the porting
8 of a number. He goes so far to state on page 25, that there are "express terms of the
9 Agreement that provide for the provision of number portability without charge." There
10 are no express terms in the ICA that state number porting will be provided without
11 charge. Nor are there any terms that *imply* number porting will be provided without
12 charge.

13 **Q. Do you have any other concerns with Mr. Schremp's testimony regarding the**
14 **Interconnection Agreement?**

15 A. Yes. Although I fail to see any relevance in Mr. Schremp's statement, he and Charter
16 would have the Commission believe that the ICA that Charter operates under with
17 CenturyTel today was opted into by Charter when Verizon owned the CenturyTel
18 exchanges, and that no negotiation occurred between Charter and Verizon as to the terms
19 of the ICA.⁹ As to the veracity of this statement, I can only direct the Commission to the
20 ICA itself, which is titled "AGREEMENT by and between CHARTER FIBERLINK -
21 MISSOURI, LLC And GTE MIDWEST INCORPORATED, D/B/A VERIZON
22 MIDWEST FOR THE STATE OF MISSOURI," and which is signed by officers of both

⁹ Schremp Direct at 24.

1 companies in the same manner. How much negotiating happened between Charter and
2 Verizon neither Mr. Schremp nor I can speak to with any direct knowledge. But
3 whatever the degree of actual negotiations that took place between Charter and Verizon,
4 the fact remains that this is a signed ICA, not an opt-in of some other CLEC's ICA with
5 Verizon.

6 **Q. Are there any other examples of incorrect statements in Mr. Schremp's testimony?**

7 A. Yes. Mr. Schremp claims that there is no federal requirement for two carriers to have an
8 agreement to port to each other.¹⁰ I might point Mr. Schremp to the actual words in the
9 applicable federal law – 47 USC 251(c):

10 In addition to the duties contained in subsection (b) of this section, each
11 incumbent local exchange carrier has the following duties: (1) Duty to negotiate -
12 The duty to *negotiate* in good faith in accordance with section 252 of this title *the*
13 *particular terms and conditions of agreements* to fulfill the duties described in
14 paragraphs (1) through (5) of subsection (b) of this section and this subsection.
15 *The requesting telecommunications carrier also has the duty to negotiate in good*
16 *faith the terms and conditions of such agreements.* [emphasis added]

17 As Mr. Schremp himself has acknowledged, porting is a section 251(b) obligation.
18 Section 251(c)(1) specifically states that both parties have a duty to negotiate agreement
19 terms for 251(b) obligations. The obligation to negotiate is therefore quite clearly stated
20 in law and has never been revoked for wireline carriers.¹¹

¹⁰ Schremp Direct at 23.

¹¹ If in fact Charter is porting from and to another LEC without agreement terms, the fact that Charter and another LEC have chosen to ignore their duty under federal law does not convey an abrogation of that law.

1 **Q. Other than Charter's arguments about the applicable law and the terms of the**
2 **Interconnection Agreement, does Mr. Schremp give any reason why Charter should**
3 **not have to pay CenturyTel for services Charter orders?**

4 A. Yes. But like Charter's other arguments, the points that Mr. Schremp raises are
5 unavailing. For example, Mr. Schremp argues that CenturyTel should not charge Charter
6 for processing LSRs because Charter does not charge CenturyTel for similar services.
7 While Mr. Schremp is correct that Charter does not assess charges to CenturyTel for
8 processing CenturyTel's winback ports,¹² he fails to inform the Commission that
9 CenturyTel did submit a payment of over \$6,000 to Charter in 2004 for Charter's
10 processing of CenturyTel winbacks. Charter did not return that money. If Charter
11 believed no charge for this purpose is permitted under law, Charter should have returned
12 the money as a matter of principle and ethics. For that very reason, CenturyTel has often
13 submitted payments on valid charges, even when otherwise engaged in a dispute with a
14 competitor that owes CenturyTel money for services performed.

15 **Q. Is this the only justification that Mr. Schremp gives for Charter's non-payment?**

16 A. No. He also claims that due to "practicality and fairness," there is no need to assess
17 charges for the processing of local number porting LSRs.¹³ But this is an unpersuasive
18 and self-serving argument. Charter makes this claim only because the porting has been
19 one-sided; away from CenturyTel and to Charter, making Charter the net payer until
20 some future date at which porting back and forth would presumably even out and LSR
21 processing reimbursements offset to become a non-issue. There is nothing "fair" about

¹² Schremp Direct at 7.

¹³ Schremp Direct at 7.

1 one party bearing unrecoverable costs having to hire and train personnel and undertake
2 expenses for no other reason than to work orders for another party.

3 By Charter's reasoning, it is "practical and fair" to not assess charges when
4 Charter reaps the overwhelming majority of the porting benefit. I would like to see what
5 Charter says about "practical and fair" cost recovery a bit further down the road when the
6 initial porting rush is over, and more customers start to leave Charter than Charter obtains
7 from other carriers.

8 **Q. Does Mr. Schremp provide any further excuse for Charter's non-payment?**

9 A. Yes. At one point, Mr. Schremp claims that because local number porting is a "legal
10 duty," CenturyTel is not providing a "service" to Charter, and thus Charter should not
11 have to pay CenturyTel for that "service". If Mr. Schremp's position were correct,
12 carriers would almost never be able to charge each other, because most of the services
13 provided are required by federal telecommunications law. Contrary to Mr. Schremp's
14 position, however, the concept of a "legal duty" is not exclusive of the concept of
15 providing a service at a reasonable cost. Despite Charter's creative assertion, I know of
16 nothing in law or regulation that is.

17 An ILEC, like CenturyTel of Missouri, has a legal duty to provide
18 interconnection, to provide collocation, to provide Unbundled Network Elements and
19 yes, and to provide local number porting, among other obligations of law. Under
20 Charter's theory, CenturyTel should not be able to charge for those services. But nowhere
21 in its orders does the Federal Communications Commission ("FCC") state that an ILEC
22 must fulfill its "legal duties" under federal law by performing work or providing services
23 to a competitor for free. In fact, the FCC's orders consistently illustrate just the opposite

1 – that a LEC is entitled to recover its costs when those costs are caused by another LEC.
2 There are numerous FCC references I could cite in support of this fact. For purposes of
3 this testimony, however, the following examples (in addition to the citations that I
4 already provided in my direct testimony in reference to administrative service order
5 processing cost recovery),¹⁴ should suffice: 47 CFR § 51.215 - the recovery of costs
6 from other carriers associated with the legal duty to allow dialing parity; 47 CFR §
7 51.515 - the assessment of access charges upon other LECs when continuing to meet the
8 previous legal duty regarding unbundled switching; and 47 CFR §51.711 - the assessment
9 of reciprocal compensation when performing the legal duty of transport and termination
10 of another LEC's local traffic.

11 **Q. What else does Mr. Schremp say about Charter's failure to pay?**

12 A. Mr. Schremp makes references to the competitive harm “if the customer can’t port” and
13 to the customer being the “cost causer,” not Charter. This is another thinly-veiled attempt
14 to shift the focus of this proceeding away from the real issues. Neither the customer’s
15 ability to port, nor the implementation of the customer’s decision to port, are at issue
16 here. The customer can always port. Charter ordering service and causing work and
17 expense for CenturyTel, and then not paying for that service is the only issue in this
18 proceeding. Furthermore the customer made a decision to port to Charter specifically
19 because of Charter’s marketing actions. Charter is the beneficiary of the customer’s
20 decision, the entity that issues the order to be worked and the request to port is Charter.

21 **Q. Does Mr. Schremp give any other reasons why Charter should not have to pay?**

¹⁴ Miller Direct at 14-19.

1 A. Yes. Mr. Schremp claims that "CenturyTel initially did not assess number porting
2 charges upon Charter indicates that its decision to levy the charge was an afterthought
3 and inconsistent with the intention of the parties at the inception of the relationship".

4 Q. What do you think of that argument?

5 A. I believe it has no merit whatsoever. As I referenced in my direct testimony, CenturyTel
6 acquired these Missouri properties from Verizon, and did so in the latter half of 2002. At
7 the same time, CenturyTel acquired all of Verizon's Alabama properties. As the
8 Commission surely understands, it takes a lot of time to integrate one major acquisition
9 much less two. There are a great deal of priority activities to complete, numerous issues
10 to investigate, processes and procedures to implement, and so on. CenturyTel always
11 intended to charge, we just were not able to until we completed the implementation
12 priorities and issues, and could then set up the processes to bill for this purpose in
13 Missouri. Charter should be happy that it got a free ride at CenturyTel's expense for a
14 period of time. I would direct the Commission and Charter both to the following terms in
15 the ICA:

16 48. Waiver

17 A failure or delay of either Party to enforce any of the provisions of this
18 Agreement, or any right or remedy available under this Agreement or at law or in
19 equity, or to require performance of any of the provisions of this Agreement, or to
20 exercise any option which is provided under this Agreement, shall in no way be
21 construed to be a waiver of such provisions, rights, remedies or options.¹⁵

¹⁵ Charter - Verizon ICA, Section 48 on page 29.

1 Q. The bulk of your direct testimony was related to Charter's challenge to LSR
2 charges, is that correct?

3 A. Yes.

4 Q. But Mr. Schremp also addresses other types of charges, doesn't he?

5 A. Yes.

6 Q. Is his testimony regarding those charges accurate?

7 A. No. In his testimony on customer records research,¹⁶ Mr. Schremp mischaracterizes the
8 purpose of a Customer Service Request (CSR)¹⁷. A CSR is the version of an LSR used
9 for customer record research. Contrary to what Charter would have the Commission
10 believe, a CSR has nothing to do with CenturyTel placing any customer information into
11 a published directory. Assuming a CLEC does not use the annual batch submission
12 process, information is inserted into a directory based upon either the LSR information
13 input fields completed on a porting or resale LSR or via a Directory Service Request
14 (DSR) – if directory information insertion or updating is done subsequent to a port or
15 resale.¹⁸ Charter's unsupported claims about CenturyTel not performing certain directory
16 work are, therefore, just claims intended to draw attention away from the fact that Charter
17 submitted a CSR to obtain customer records information for its own purposes, and is
18 therefore obligated to pay for CenturyTel to process those orders.

19 For the true purpose of a CSR, I will again point to the CenturyTel Service Guide
20 at page 22:

¹⁶ Schremp Direct at 10.

¹⁷ In testimony, Charter fails to name a CSR as the type of order submitted for customer records research. Nevertheless, it is a CSR that Charter has submitted and is referencing without name in this testimony.

¹⁸ In fact, Charter does use the annual batch process as Ms. Hankins discusses in further detail in her rebuttal testimony.

1 • Requesting Customer Service Records

2 This section is an overview of the process used to request Customer Service
3 Records (CSRs). CSRs provide the Carrier with account information for
4 CenturyTel end users.

5 In general, CSRs provide end-user account information. A CSR contains five
6 major sections of information about an End User's account:

- 7 1. Service Address Section
- 8 2. Directory Listing Section
- 9 3. Billing Address Section
- 10 4. Working Telephone Number Section
- 11 5. Service and Equipment Section

12 The Commission should understand that the CSR is a standard form developed by
13 the industry (ATIS-Ordering and Billing Forum), a variation of an LSR, and is used
14 within the industry to provide end-user account information to carriers that have
15 documented permission from the end user to access that information, or for optional pre-
16 ordering records use when an end user changes service providers. It is common practice
17 among LECs to charge for the processing of CSRs by LEC personnel.

18 **Q. Did Mr. Schremp discuss any other fees in his testimony?**

19 **A.** Yes, the monthly end-user fee. Mr. Schremp mischaracterizes the purpose of that fee.
20 He ignores the FCC's intended purpose for the fee as a recovery mechanism for LNP
21 implementation costs only. He completely ignores the additional FCC orders that provide
22 for the ongoing recovery of LNP operating costs via "normal" recovery methods such as

1 service order charges. I have addressed this issue in detail in my direct testimony,
2 primarily at pages 15-18, so there is no need to go into further discussion herein.

3 **Q. Are there any other Charges that Mr. Schremp mentions in his testimony?**

4 A. Yes. He raises an issue with regard to a category of directory listing charges.

5 **Q. Do we need to discuss that issue?**

6 A. Not in any detail, as Charter doesn't go into any real detail on this issue, except for some
7 rather vague unsupported claims. The dispute for this category of charges was
8 adequately addressed in CenturyTel's response to Charter back in 2004. These charges
9 are all pursuant to CenturyTel's tariffs and approved cost recovery policies. This is just
10 one more example of Charter attempting to have CenturyTel perform work and incur
11 expenses for which Charter does not want to reimburse CenturyTel. Any legitimate
12 billing errors or disputes between CenturyTel and Charter have already been dealt with.

13 **Q. Are there any other inaccuracies in Mr. Schremp's testimony that you want to point**
14 **out?**

15 A. Yes, his account of the prior 2004 billing dispute is inaccurate. Given that CenturyTel
16 has consented to the Commission's jurisdiction in this matter, however, I see no reason to
17 waste the Commission's time pointing out those inaccuracies. For reference, however, an
18 accurate account of that dispute is contained in CenturyTel's prior briefing in this
19 proceeding, and in my direct testimony.

20 **Q. Other than the inaccuracies discussed above, do you have any further concerns**
21 **about Mr. Schremp's testimony?**

22 A. Yes. A very large part of Mr. Schremp's testimony is devoted to nothing more than
23 misdirection. For example, Mr. Schremp goes to great lengths to put the focus of his

1 testimony on claimed billing errors. These claimed billing errors are not relevant to the
2 issue of whether CenturyTel is entitled to charge for processing LSRs, and whether
3 Charter is obligated to pay. CenturyTel could just as easily testify to the many failings
4 and improper activities of Charter over the years but those issues are not the focus of this
5 complaint. Charter's convoluted testimony in these incidental billing issues is an attempt
6 to divert the focus from the main issue in this proceeding. Any legitimate billing issues
7 from the past are water under the bridge. CenturyTel has processed all valid claims,
8 given credits and resolved what needed to be resolved. Further, Mr. Schremp's testimony
9 regarding expenses Charter has incurred is one-sided, as it does not take into account the
10 amount of time, effort and expense incurred by CenturyTel while dealing with Charter's
11 invalid claims and claims that Charter repeatedly submits for the same billed amounts.

12 **Q. Do you have any final comments in response to Mr. Schremp's testimony?**

13 **A.** Yes. Between my direct and rebuttal testimony, it is quite clear that CenturyTel has
14 billed the charges at issue in accordance with applicable law and ICA terms, and deserves
15 to be paid for the work performed, and expenses incurred, on Charter's behalf.
16 CenturyTel considers it disconcerting that Charter submitted orders for over three years,
17 knowing that CenturyTel billed for LSR processing, and yet never intended to pay. And I
18 would remind the Commission that, as a counterpoint to all of Charter's anguished
19 wailing about the expense of disputing CenturyTel's charges, Charter has forced
20 CenturyTel to incur significant legal and administrative expenses to recover moneys
21 owed to CenturyTel for work performed at Charter's request. It's time for the madness to
22 stop. If Charter wants to be a local exchange carrier, then Charter needs to act like a

1 LEC, acknowledge applicable law, pay for services rendered like other LECs do, and stop
2 trying to get CenturyTel to fund its business model.

3 **Q. Does this conclude your rebuttal testimony?**

4 **A. Yes, it does.**

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

Complaint of Charter Fiberlink, LLC Seeking)
Expedited Resolution and Enforcement of)
Interconnection Agreement Terms Between)
Charter Fiberlink-Missouri, LLC and CenturyTel)
of Missouri, LLC.)


Case No. LC-2008-0049

STATE OF LOUISIANA)
) SS.
PARISH OF OUACHITA)

AFFIDAVIT OF GUY E. MILLER, III

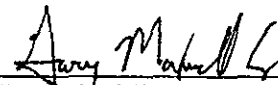
COMES NOW Guy E. Miller, III, of lawful age, sound of mind and being first duly sworn, deposes and states:

1. My name is Guy E. Miller, III. I am Director-Carrier Relations Strategy and Policy for CenturyTel Service Group, LLC.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony in the above-referenced case.
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge, information and belief.



GUY E. MILLER, III

SUBSCRIBED AND SWORN to before me, a Notary Public, this 15th day of February, 2008.



Notary Public

My Commission Expires: *At death.*
(SEAL)

**Gary Maxwell Cox
Louisiana Bar Roll No. 27419
Notary Public, Ouachita Parish, Louisiana
My Commission is for Life.**