

Exhibit No.: _____
Witness: Ted Schremp
Type of Exhibit: Direct Testimony
Sponsoring Party: Charter Fiberlink, LLC
Case No.: LC-2008-0049
Date Testimony Prepared: January 18, 2008

**BEFORE THE
MISSOURI PUBLIC SERVICE COMMISSION**

**Charter Fiberlink-Missouri, 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

**DIRECT TESTIMONY OF TED SCHREMP
ON BEHALF OF CHARTER FIBERLINK-MISSOURI, LLC**

January 18, 2008

FILED²

APR 23 2008

Missouri Public
Service Commission

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

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

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

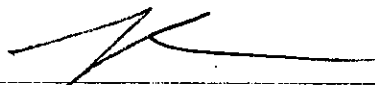
Case No. LC-2008-0049

AFFIDAVIT OF TED SCHREMP

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)


Ted Schrempp, being first duly sworn on his oath, states:

1. My name is Ted Schrempp. I am presently Senior Vice President and General Manager of Telephone Operations for Charter Fiberlink-Missouri, LLC, complainant in the referenced matter.
2. Attached hereto and made a part hereof for all purposes is my direct testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my personal knowledge, information and belief.



Ted Schrempp

Subscribed and sworn before me this 18th day of January, 2008.



Notary Public for St. Louis County, Missouri
My Commission expires: 8/21/2010



CHRISTINE M. NUCCIO
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 21, 2010
Commission # 06430036

EXECUTIVE SUMMARY

Set forth below is the Direct Testimony of Mr. Ted Schremp, Senior Vice President and General Manager of Telephone Operations for Charter Fiberlink-Missouri, LLC, complainant in the above-referenced proceeding. Mr. Schremp currently oversees all of the company's telephone operations and offers testimony of facts relevant to issues in dispute in this proceeding. Specifically, Mr. Schremp will testify that:

(1) number portability, or "porting", is a vital functionality essential to Charter's ability to compete for telephone service subscribers, and for telephone service subscribers to exercise consumer choice, in Missouri;

(2) to compete in Missouri, Charter relies upon other telephone companies to fulfill their obligations to port subscriber telephone numbers to Charter, when requested;

(3) Charter has always operated in a manner that assumes the current interconnection agreement with CenturyTel requires both parties to provide number porting, when telephone customers so request, and, that each company has the obligation to provide such number porting, without charge to the other party;

(4) Charter has properly disputed all of the improper charges assessed by CenturyTel in Missouri; and

(5) finally, that Charter has incurred significant expense and operational uncertainty because of CenturyTel's failure to comply with the terms of the Parties' interconnection agreement.

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1 **I. INTRODUCTION**

2
3 **Q. PLEASE STATE YOUR NAME, POSITION, EMPLOYER, AND BUSINESS**
4 **ADDRESS.**

5
6 **A.** I am Senior Vice President and General Manager of Telephone Operations at Charter
7 Communications, Inc., and its subsidiary Charter Fiberlink-Missouri, LLC, the
8 Complainant here (collectively "Charter"). My business address is 12405
9 Powerscourt Drive, St. Louis, Missouri, 63131. I am filing this testimony on behalf
10 of Charter.

11
12 **Q. WHAT ARE YOUR DUTIES AS VICE PRESIDENT AND GENERAL**
13 **MANAGER OF TELEPHONE OPERATIONS?**

14
15 **A.** As the Senior Vice President and General Manager of Telephone Operations, I have
16 overall responsibility for the launch and successful operation of telephone related
17 products and services across Charter's national footprint, and in Missouri my duties
18 include oversight, control, and decision-making on the day to day aspects of Charter's
19 telephone operations, including legal, carrier relations, billing and customer service
20 matters. I therefore have a basis to testify to the facts surrounding the dispute
21 between Charter and CenturyTel of Missouri that is the subject of this proceeding.
22

23 **Q. PLEASE DISCUSS YOUR RELEVANT WORK EXPERIENCE AND**
24 **EDUCATION.**

25
26 **A.** Prior to my employment with Charter, I was employed by Hewlett Packard where I
27 co-founded its Cable, Media and Entertainment organization and headed up
28 development and strategy for the segment. Before joining Hewlett Packard, I worked
29 for PNV, Inc. where I developed and executed telecommunications sales and
30 marketing strategies, including voice over IP. In addition to these positions, I have

1 worked for Comcast Cellular, WinStar Communications, and Cable and Wireless,
2 Inc. I received Bachelor of Arts degree in Economics and Business from the
3 University of Pittsburgh in 1993. I received a Masters of Business Administration
4 from Pennsylvania State University in 2003.

5
6 **II. PURPOSE AND SUMMARY OF THIS TESTIMONY**
7

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

9 **A.** In my testimony I will discuss the basic concepts behind number porting, and why it
10 is so important to Charter (indeed, to all competitive LECs). In addition, I will
11 explain why Charter believes that CenturyTel of Missouri, LLC ("CenturyTel") is not
12 honoring the terms of the parties' interconnection agreement ("Agreement"), and why
13 we believe the Commission should grant the relief requested in Charter's complaint.
14

15 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

16 **A.** My testimony is offered in this proceeding to demonstrate that number portability, or
17 "porting", is a vital functionality essential to Charter's ability to compete for
18 telephone service subscribers, and for telephone service subscribers to exercise
19 consumer choice, in Missouri. Further, because of the importance of number porting,
20 Charter dedicates significant resources to ensure that other telephone companies
21 fulfill their obligations to port subscriber's telephone numbers to Charter, when so
22 requested.

23 My testimony also establishes that Charter has always operated in a manner wherein
24 both parties provide number porting under the Agreement and federal regulations,

1 when telephone customers so request; and, that each company has the obligation to
2 provide such number porting, without charge to the other party.

3 Further, I testify that CenturyTel has improperly billed Charter for these number
4 porting charges, and three other categories of charges for which CenturyTel is not
5 entitled to compensation.

6 Finally, my testimony demonstrates that Charter has incurred significant expense and
7 operational uncertainty because of CenturyTel's failure to comply with the terms of
8 the Agreement.

9
10 **III. BACKGROUND**

11
12 **Q. WHAT IS NUMBER PORTABILITY?**

13 **A.** Number portability, or porting, is the term we use to describe a telephone subscriber's
14 ability to retain use of his, or her, existing telephone number when he stops
15 purchasing service from one telephone company and begins to purchase service from
16 another company. Porting occurs where the two telephone companies work together,
17 at the customer's request, to transfer the telephone number from the "old" service
18 provider to the "new" service provider. The process ensures that customers can
19 transition from their old provider to their new provider, without having to change
20 their telephone number.

21
22 **Q. WHY IS NUMBER PORTING IMPORTANT TO CONSUMERS?**

23
24 **A.** Number porting is important because consumers want to be able to retain their
25 existing telephone numbers when switching providers. Retaining your telephone
26 number is important for obvious reasons: consumers do not want to have to alert their

1 friends and family of new telephone numbers, and change billing statements,
2 stationery, business cards, and other items every time they switch telephone
3 providers. For these reasons (and others) number porting is very important to
4 consumers of telephone service.

5
6 **Q. WHY IS NUMBER PORTING IMPORTANT TO COMPETITORS?**

7
8 **A.** With the increase in competitive choices for local telephone service, subscribers have
9 the ability to purchase their service from a variety of different companies, not just the
10 incumbent local telephone company. Competitors like Charter now offer significant
11 competitive alternatives by competing vigorously on rates, terms and conditions with
12 the incumbents.

13 While those competitive rates, terms and conditions are key to Charter's success, they
14 can all be negated if number porting is not available to consumers. Consumers are
15 highly unlikely to change telephone service providers and purchase competing service
16 offerings if they must give up their existing telephone numbers when switching
17 providers. The inconvenience of losing a telephone number that has become
18 identified with the consumer is, as noted above, simply too great. In other words,
19 essentially all of Charter's efforts to compete with incumbents are moot if the
20 customer can not port their telephone number.

21
22 **Q. PRECISELY HOW DOES THE NUMBER PORTING PROCESS WORK?**

23 **A.** In order for a consumer to move his existing telephone number from the network of
24 their old service provider to the network of their new service provider, both providers
25 must work together to ensure the number is properly "ported" from one network to

1 the other. Without getting into an overly technical explanation of that process, I can
2 say that it generally involves a few basic steps.

3 First, after a consumer has determined that he or she would like to switch carriers,
4 that person will contact the new service provider who will in turn inform the old
5 service provider of the decision to switch carriers, and participate in porting the
6 telephone number from the old provider's network to the new provider's network.
7 The new service provider typically notifies the old service provider by delivering a
8 notice which is known as the "local service request" (or "LSR").

9 Second, once the new service provider delivers the LSR to the old service provider,
10 the old service provider must respond to the request and issue a firm order
11 commitment, or "FOC", which serves as an acknowledgement of receipt of the LSR.
12 Note that current rules for porting require the executing carrier to issue a FOC within
13 24 hours of receiving that request and porting the number within three days of the
14 FOC, unless the requesting provider requests a longer interval for the port.

15
16
17 **IV. NUMBER PORTING AND OTHER SPECIFIC CHARGES IN DISPUTE**

18 **A. THE CURRENT DISPUTE BETWEEN THE PARTIES**

19
20 **Q. WHAT IS THE BASIC DISPUTE BETWEEN CHARTER AND**
21 **CENTURYTEL?**

22
23 **A.** The basic dispute is whether CenturyTel has an obligation to port telephone numbers
24 from its network to Charter's network, without charges. Charter believes that the
25 parties' Agreement clearly establishes that CenturyTel has an obligation to port
26 telephone numbers to Charter without assessing charges on Charter. CenturyTel has

1 argued that it has a right to assess charges upon Charter, irrespective of the explicit
2 terms of the parties' Agreement, and has threatened to stop porting if Charter does not
3 pay currently disputed charges.

4
5 **Q. TO THE BEST OF YOUR KNOWLEDGE, IS CENTURYTEL'S PORTING**
6 **PROCESS LIKE THE PROCESS YOU HAVE PREVIOUSLY DESCRIBED?**

7
8 **A.** Yes, their procedure is essentially the same as that which I have previously described
9 above. At its core, that means CenturyTel is responding to port requests by receiving
10 the LSR from Charter, responding to the LSR with a firm order commitment
11 ("FOC"), and on the scheduled day, actually porting the number to Charter's network.

12
13 **Q. DOES CHARTER FOLLOW THIS SAME PROCESS?**

14 **A.** Yes. When consumers decide to leave Charter's telephone service for that of another
15 provider, and including CenturyTel, Charter follows the same basic process described
16 above.

17
18 **Q. PLEASE DESCRIBE THE PORTING CHARGES CENTURYTEL HAS**
19 **ATTEMPTED TO ASSESS UPON CHARTER.**

20
21 **A.** The dispute arises out of the question of whether CenturyTel can assess a charge upon
22 Charter for completing this porting process, conducting customer records searches,
23 maintaining directory listings, and collect for other miscellaneous items which have
24 been billed in error. With respect to the charges for porting, CenturyTel asserts that
25 its charges are only assessed as a means to recover its "administrative" costs of
26 responding to the Charter port request (via the LSR), -- a service order charge if you
27 will. But the charge is, in reality, a charge or tax against Charter and ultimately

1 consumers for porting numbers away from CenturyTel's network. It is important to
2 remember that CenturyTel assesses the charge for every instance in which it must
3 engage in the provision of local number portability to effectuate the customer's
4 decision to switch carriers.

5 In fact, when this dispute first arose (and for some time thereafter) CenturyTel
6 actually called this assessment a "switch port" charge. Tellingly, CenturyTel has
7 since modified the label they use for this charge to reflect their new legal arguments
8 about the recovery of administrative costs.

9
10 **Q. DOES CHARTER ASSESS ANY CHARGE UPON CENTURYTEL**
11 **PURSUANT TO THIS PROCESS?**

12
13 **A.** No.

14
15 **Q. WHY NOT?**

16 **A.** Well, for several reasons. First, there is no contractual basis for Charter to assess a
17 porting charge upon CenturyTel. Second, Charter does not assess such charges upon
18 other service providers because, as I understand the situation, such charges are
19 prohibited by federal law. Third, as matter of practicality and fairness, we believe
20 that there is no need for carriers to assess each other a charge for performing LNP
21 functions, because carriers are mutually obligated to perform this function for each
22 other and routinely do so.

23
24 **B. CENTURYTEL'S IMPROPER CHARGES AND BILLING ERRORS**

25 **Q. PLEASE DESCRIBE ALL OF THE SPECIFIC CHARGES THAT**
26 **CENTURYTEL HAS IMPROPERLY ASSESSED UPON CHARTER.**

1
2 A. Generally speaking, CenturyTel assessed upon Charter a variety of different charges
3 that were either: a) not authorized under the agreement; b) charges that CenturyTel
4 was not entitled to recover; or, c) specifically prohibited under federal law. More
5 specifically, CenturyTel has improperly billed Charter for hundreds of thousands of
6 dollars over the course of the last five years. The improper and unauthorized charges
7 generally fall into one of four categories, as follows:

8 1) The first, and by far the largest, category of charges are those assessed on
9 Charter every time that CenturyTel ports a telephone number to Charter's
10 network;

11 2) The second category of charges involves so-called customer records
12 searches that are necessary to ensure subscribers are properly listed in
13 telephone directories;

14 3) The third category of charges are monthly recurring charges associated
15 with certain unique directory listings, for example requests by subscribers
16 for non-publish or non-list status in CenturyTel directories; and

17 4) The fourth category of charges cover a variety of miscellaneous billing
18 charges which do not fall within any of the three other categories, but
19 which clearly constitute billing error by CenturyTel.

20 As of the date of this testimony, the total amount of charges that CenturyTel has
21 billed, and which Charter has disputed, in all four of these categories, is \$254,731.59.

22

23 Q. PLEASE EXPLAIN THE NUMBER PORTING CHARGE THAT
24 CENTURYTEL HAS ASSESSED UPON CHARTER.
25

1 **A.** Of the total amount at issue here, approximately two hundred and sixteen thousand
2 dollars (\$216,000) are charges associated with CenturyTel's provision of local
3 number portability to telephone subscribers in Missouri. Number portability is, of
4 course, the act of "porting" (or transferring) a subscriber telephone number when that
5 subscriber discontinues service from one carrier and initiates service with another
6 carrier. Although number porting does not occur for every subscriber that changes
7 service providers, many subscribers that switch providers also wish to port their
8 numbers. Therefore, when a telephone subscriber seeks to change service providers,
9 both providers must act in concert to ensure that the number is ported according to the
10 customer's wishes. When that happens between the parties in this dispute, Charter
11 must inform CenturyTel of the subscriber's request to port the number, and
12 CenturyTel must confirm receipt of the Charter request and then actually port the
13 number.

14

15 **Q. HOW FREQUENTLY ARE THESE NUMBER PORTING CHARGES**
16 **ASSESSED?**

17

18 **A.** CenturyTel bills Charter *each and every time* that Charter wins a subscriber from
19 CenturyTel, and that subscriber wishes to port their number. For requests made by
20 Charter on behalf of a subscriber in Missouri, CenturyTel attempts to shift its costs
21 associated with porting the number by assessing a service order charge upon Charter.
22 Specifically, when Charter submits an LSR form notifying CenturyTel that a
23 subscriber seeks to port a number, CenturyTel assesses a \$19.78 charge on Charter.
24 (Oddly, within the last several months CenturyTel has begun to assess a different rate,
25 of \$23.44, for number porting.) CenturyTel began billing Charter for these charges

1 on, or about, June of 2003, and has continued to do so to this day. Accordingly,
2 Charter has disputed these improper charges associated with porting numbers from
3 CenturyTel to Charter. The total disputed amount of charges in this category, at the
4 time of this filing, is \$216,677.80.

5
6 **Q. PLEASE EXPLAIN THE OTHER CHARGES THAT CENTURYTEL HAS**
7 **ASSESSED UPON CHARTER.**

8
9 **A.** As noted above, aside from the charges for porting, there are three other categories of
10 improper charges. They are as follows:

- 11 ▪ **Charges for customer records research:** CenturyTel assesses these charges
12 upon Charter when CenturyTel reviews customer records to ensure that
13 Charter's subscriber information is accurately listed in public directories.
14 These charges were assessed by CenturyTel during the period of about one
15 year, from March, 2003 to March, 2004. CenturyTel assessed a charge of
16 \$4.21 for every records search made that was associated with such requests.
17 More recently, in 2007, CenturyTel has begun to assess these charges again.
18 The purpose of the records research was to ensure that Charter's subscriber
19 information held in CenturyTel's databases would be properly listed in public
20 telephone number directories produced by CenturyTel. Charter has disputed
21 all of these charges because CenturyTel did not fulfill its obligations under the
22 Agreement to properly list Charter's subscribers in the CenturyTel directory.
23 During the period prior to 2007 in which CenturyTel assessed these charges
24 Charter submitted directory listing information to CenturyTel in reliance upon
25 the information obtained by CenturyTel through the records research process.

1 However, CenturyTel never performed the work necessary to effectuate
2 Charter's directory listing requests (which utilized the records research that
3 Charter requested). That is why Charter disputed the charges associated with
4 the work CenturyTel failed to perform. The total disputed amount of charges
5 in this category, at the time of this filing, is \$8,550.04.

- 6 ▪ **Charges for "unique" directory listings:** CenturyTel also assessed monthly
7 recurring charges associated with certain "unique" directory listings, for
8 example requests by subscribers for non-publish or non-list status in
9 CenturyTel directories. However, as noted above, CenturyTel failed to
10 actually perform the work that Charter had requested in conjunction with
11 these charges. Accordingly, Charter disputed the charges associated with the
12 work that CenturyTel failed to perform. The total disputed amount of charges
13 in this category, at the time of this filing, is \$7,382.83.

- 14 ▪ **Charges for miscellaneous end user charges:** Since June of 2003
15 CenturyTel has assessed a variety of miscellaneous billing charges which do
16 not fall within any of the three other categories, but which clearly constitute
17 billing error by CenturyTel. Specifically, every month CenturyTel continues
18 to bill miscellaneous charges that should be applied to end users (not a co-
19 carrier like Charter) such as: telephone toll (or long distance) charges,
20 directory assistance charges, taxes and surcharges (of varying kinds), caller ID
21 and call forwarding charges, federal universal service fund charges, Yellow
22 Pages advertising, and *even* local telephone service charges. These are clearly
23 charges that CenturyTel intended to assess against its own subscribers, but
24 which were improperly attributed (and billed) to Charter.

1 Notably, when Charter disputes these charges, CenturyTel often does adjust
2 future billings to acknowledge its billing errors. However, because the
3 adjustments do not indicate the charge type being adjusted and the amounts
4 adjusted do not match amounts disputed, Charter's billing personnel can not
5 determine if full credit has been given for disputes in this category. More
6 troubling, though, is the fact that when CenturyTel makes these adjustments it
7 frequently applies payments made by CenturyTel subscribers to the Charter
8 bill. In other words, CenturyTel is using payments made by Missouri
9 telephone subscribers to credit Charter's account (when it should be crediting
10 that particular subscriber's CenturyTel account). Some of these payments
11 have been removed from the Charter account, but others have not. Therefore,
12 it is not possible to calculate and balance precisely the actual amounts due
13 against those amounts billed, and later credited or adjusted.

14
15 **C. CHARTER HAS FORMALLY DISPUTED ALL OF CENTURYTEL'S IMPROPER**
16 **CHARGES**
17

18 **Q. HAS CHARTER DISPUTED CENTURYTEL'S CHARGES?**
19

20 **A.** Yes. Upon receipt of the first invoices containing these charges Charter reviewed the
21 terms of its Agreement with CenturyTel and determined that there was no contractual
22 basis for the charges. Further, upon reviewing applicable federal law, Charter also
23 determined that the charges were prohibited under federal law. Because the charges
24 were impermissible under the parties' Agreement, and/or prohibited by federal law,
25 Charter determined that it was not liable for the charges and that CenturyTel was not
26 entitled to payment for such charges. Accordingly, and consistent with the

1 Agreement's bill dispute provisions, Charter formally disputed the number porting
2 charges, and the other charges that I discuss in my testimony. In fact, Charter has
3 formally disputed these charges via two different methods.

4
5 **Q. PLEASE EXPLAIN HOW AND WHEN CHARTER PROVIDED THESE TWO**
6 **DIFFERENT BILL DISPUTE NOTICES TO CENTURYTEL.**

7
8 **A.** The first form of notice, Charter's monthly bill dispute statements, is the standard
9 process used in the telecommunications industry, and is specifically required by
10 Section 9.3 of the Parties' interconnection agreement ("Agreement").

11 Generally speaking, each month CenturyTel assesses these improper charges on
12 Charter. And each month (some short time after receiving CenturyTel's bills),
13 Charter provides to CenturyTel detailed statements providing notice of Charter's
14 dispute of the charges, and the basis for such disputes. Charter's bill dispute
15 statements are delivered to the designated CenturyTel representative electronically
16 (thereby providing prompt notice to the billing Party - CenturyTel), and each of the
17 dispute statements provides specific details as to the reason for the dispute.

18 As I noted, this process is required by Section 9.3 of the Agreement. And through
19 these monthly notices, Charter has complied with that provision by consistently
20 providing notice of its dispute of the CenturyTel's charges.¹ Thus, Charter has
21 provided these monthly bill dispute notices for nearly every month between June of
22 2003 to the present.

23

¹ These bill dispute statements are delivered on a monthly basis to CenturyTel. There are several short periods during the last four years in which Charter did not, for a number of reasons, deliver a bill dispute statement to CenturyTel. However, even then, there can be no doubt that CenturyTel was on notice of Charter's dispute of

1 **Q. WHAT ABOUT THE SECOND FORM OF NOTICE; WHY (AND WHEN)**
2 **DID CHARTER PROVIDE THAT NOTICE?**

3
4 **A.** The second form of notice is also contemplated by Section 9.3 of the Agreement.
5 Section 9.3 also allows a Party to dispute an entire "class" of charges prospectively
6 by simply providing a single notice to the billing Party. The contract states: "[a]
7 Party may also dispute prospectively with a single notice a class of charges that it
8 disputes." Charter provided such a notice to CenturyTel by formal correspondence
9 dated July 26, 2004. A copy of that correspondence, with the notice of Charter's
10 prospective dispute of the charges, is attached to my testimony as TS Schedule 1. In
11 addition, Charter has provided this prospective notice in other ways, including on
12 several of the monthly bill dispute statements it has submitted to CenturyTel.

13
14 **Q. WHAT OTHER EFFORTS HAS CHARTER MADE WITH RESPECT TO**
15 **DISPUTING THESE CHARGES?**

16
17 **A.** In addition to the monthly dispute notices, and the prospective notice, in 2004 Charter
18 also engaged in a lengthy negotiations and dispute resolution discussions with
19 CenturyTel. During the 2004 negotiations, Charter delivered several formal letters to
20 CenturyTel explaining in painstaking detail each and every item disputed on the
21 CenturyTel bills, the basis for each of Charter's dispute, the legal rationales for the
22 positions Charter took on these disputes, and other matters related to the resolution of
23 this dispute. CenturyTel provided written responses to many of those
24 communications, and the Parties' representatives ultimately engaged in several
25 telephone conferences in attempts to resolve these disputes. Unfortunately, those

these charges. In fact, Charter is currently in the process of submitting disputes for the few remaining invoices that have not already been disputed.

1 negotiations were not successful, and the billing dispute between the Parties
2 *continues to this day.*

3
4 **Q. PLEASE EXPLAIN WHY CHARTER ENGAGED IN THOSE**
5 **NEGOTIATIONS.**

6
7 **A.** In the spring of 2004 CenturyTel issued the same threat to Charter that precipitated
8 this complaint. Specifically, CenturyTel stated that Charter must pay all of the
9 pending, disputed charges billed to date (through June, 2004), or CenturyTel would
10 discontinue porting to Charter, and thereby denying consumers the ability to change
11 service providers. Forced with this threat of discontinuance, Charter felt as if it had
12 no other option but to accede to CenturyTel's demands. Thus, on June 16, 2004,
13 Charter paid \$68,867.61 to CenturyTel, under duress, simply to ensure that
14 CenturyTel would continue honoring port requests, and other service orders from
15 Charter. In making such payments, Charter did not admit liability for the charges and
16 specifically reserved the right to seek a refund of the payment.

17 And following that event, Charter invoked the formal dispute resolution provisions of
18 the Agreement in an effort to resolve the parties' then-developing billing disputes.
19 Specifically, through various correspondence, Charter invoked the dispute resolution
20 provisions, Section 14, of the parties' Agreement, to initiate a dialogue with
21 CenturyTel management concerning the propriety of the charges. During this dispute
22 resolution process, the parties exchanged formal and informal correspondence (in the
23 form of letters and electronic mail), and engaged in several telephone conferences and
24 conversations in June, July, August and September of 2004. And, during this process,
25 Charter provided to CenturyTel a detailed explanation of the basis for its dispute of

1 the charges, including an explanation of why it believes that the Agreement does not
2 authorize such charges, why CenturyTel was not entitled to payments, and an analysis
3 of why federal law prohibits certain charges. Despite this intensive discussion and
4 dialogue, and the significant time and energy of both parties, the parties could not
5 resolve their dispute. For that reason Charter never conceded its dispute of these
6 charges to CenturyTel, or the basis for such charges. Instead, the dispute resolution
7 process continued via communications between each parties' billing and carrier
8 relations personnel.

9
10 **Q. PLEASE DESCRIBE THE TIME AND EXPENSE ASSOCIATED WITH**
11 **DISPUTING CENTURYTEL'S CHARGES?**

12
13 **A.** Charter has committed significant time and expense to the process of disputing each
14 of CenturyTel's improper charges, on a monthly basis, for the last four years. As
15 noted above, CenturyTel has continued to bill Charter for the number portability
16 charges, the records search and directory charges, and the miscellaneous charges for
17 the last four years. And Charter continued to dispute each of these different
18 categories of invalid charges. Charter has provided specific notice to CenturyTel of
19 Charter's dispute of the improper charges. The notice was provided to CenturyTel in
20 two separate ways. First, by submitting to CenturyTel monthly bill dispute
21 statements; and, second, by providing CenturyTel a single, prospective statement
22 indicating that Charter disputed the entire "class" of charges associated with
23 CenturyTel number porting obligations.

24
25 **Q. WHAT IS THE SPECIFIC PROCESS THAT IS NECESSARY TO DISPUTE**
26 **CENTURYTEL'S BILLS?**

1
2 A. Charter is forced to undertake a very time consuming process to sort through
3 CenturyTel's invoices and identify billing errors made by CenturyTel. Specifically,
4 Charter has to enter billing disputes into its invoice processing system. These
5 disputes (as well as invoice charges) are assigned a general ledger coding in the
6 invoice processing system. The disputed charges are then short-paid, and are entered
7 into Charter's dispute tracking database, which consists of an excel spreadsheet that
8 lists each Billing Telephone Number (BTN), invoice page number, charge amount
9 and the reason for each disputed charge.

10 The process of entering this information into Charter's dispute tracking database
11 helps to then facilitate the process of entering those disputed charges into
12 CenturyTel's dispute portal. In fact, Charter is required to enter disputes into
13 CenturyTel's dispute portal and each entry must contain the BTN, invoice page
14 number, charge being disputed and the reason for the dispute (e.g., service order,
15 usage, matchmaker, non-pub, customer record research, etc.). Charter is then
16 responsible for periodically checking CenturyTel's dispute portal to ensure that there
17 were no notifications sent by CenturyTel to inform Charter that the dispute has been
18 acknowledged or processed for invoice credit or denial. And Charter, on a monthly
19 basis, analyzes the total open disputes entered into its dispute tracking database and
20 then creates an entry for the estimated amount of reserve related to the CenturyTel
21 disputes.

22

23 Q. HAS CENTURYTEL THREATENED UNILATERAL TERMINATION OF
24 THE AGREEMENT IF CHARTER DID NOT PAY THE DISPUTED
25 CHARGES?
26

1 **A.** Yes. Just before this case began CenturyTel decided to take unilateral action, and
2 ignoring the process in the Agreement, attempted to force Charter to pay these
3 disputed charges under threat of disconnection. CenturyTel's employees sent
4 correspondence and e-mail to Charter employees in the weeks leading up to the filing
5 of Charter's complaint. First, CenturyTel sent a letter to Charter on July 11, 2007,
6 demanding payment of certain disputed charges. Following that, and after ensuing
7 discussions between the parties' representatives, on August 14, 2007, CenturyTel
8 Corporate Carrier Relations Manager Pam Hankins indicated in an e-mail that it was
9 CenturyTel's position that Charter is in default of the Agreement because Charter has
10 not paid certain properly disputed charges to CenturyTel. Ms. Hankins also made
11 clear that if Charter did not pay all disputed charges within ten business days of her e-
12 mail, on or before August 28, 2007, that CenturyTel would stop processing all
13 Charter orders.

14

15 **Q. PLEASE EXPLAIN THE IMPLICATIONS OF CENTURYTEL'S**
16 **UNILATERAL ACTIONS.**

17

18 **A.** What this essentially means is that unless Charter agreed to pay all of the disputed
19 charges to CenturyTel before the August 28 of last year, CenturyTel would no longer
20 accept number porting requests made by Charter on behalf of telephone subscribers
21 that wish to transfer service to Charter. Of course, the Commission's order on interim
22 relief ensured that CenturyTel's threats would not occur. But that situation illustrates
23 the manner in which CenturyTel attempts to leverage its role as the incumbent
24 provider in a manner that harms competition, and consumers. CenturyTel's unilateral
25 threats to stop processing all of Charter's number porting orders may have also

1 affected Charter's ability to order trunks or interconnection facilities under the
2 Agreement, and it could also have impaired Charter's ability to provide certain
3 directory listing information to its subscribers. CenturyTel's threatened actions were
4 outside the scope of the dispute provisions of the Agreement, and contrary to billing
5 dispute processes of the Agreement.

6
7 **V. THE PARTIES' CONTRACT (INTERCONNECTION AGREEMENT) DOES**
8 **NOT AUTHORIZE THESE CHARGES**

9
10 **Q. ARE YOU FAMILIAR WITH THE INTERCONNECTION AGREEMENT**
11 **BETWEEN CENTURYTEL AND CHARTER AT ISSUE IN THIS CASE?**

12
13 **A.** Yes, I have reviewed the agreement, and I am familiar with its terms.

14
15 **Q. WHAT IS YOUR UNDERSTANDING AS TO THE QUESTION OF**
16 **WHETHER THE AGREEMENT ALLOWS FOR PORTING CHARGES?**

17
18 **A.** Leaving detailed contract interpretation questions to my lawyers, I can tell you that
19 when I reviewed the Agreement I saw no provision authorizing either party to assess
20 porting charges on the other party. My discussions with my billing and finance staff
21 confirm this review.

22
23 **Q. SETTING ASIDE THE INTERCONNECTION AGREEMENT, WHY DOES**
24 **CHARTER OPPOSE PORTING CHARGES?**

25
26 **A.** Charter believes that federal law prohibits these kinds of porting charges. My
27 understanding of the FCC's number portability cost recovery orders is that incumbent
28 telephone companies can only recover their costs of implementing number portability
29 (which includes the costs of actually porting numbers) via tariffed end user charges.

1 And, in a 2002 decision, the FCC specifically prohibited the types of charges that
2 CenturyTel is attempting to impose upon Charter here.

3
4 **Q. WHY DOES THE FCC DECISION TO PROHIBIT SUCH CHARGES MAKE**
5 **SENSE?**

6
7 **A.** It recognizes that the "cost-causer" in number porting situations is the customer,
8 rather than the requesting carrier. When a company like Charter submits a port
9 request to a telephone company like CenturyTel, Charter is merely performing an
10 activity on behalf of the customer, by presenting the customer's porting request and
11 facilitating the porting process.

12
13 **Q. WHAT IS THE RELEVANCE OF CHARTER'S OPERATIONS UNDER THE**
14 **AGREEMENT?**

15
16 **A.** It would seem that the Commission can draw some conclusions about the meaning of
17 certain terms in the Agreement by considering how each Party has conducted itself
18 under the terms of the Agreement. If you assume that each Party will act in a
19 rational manner, and conduct its operations in a manner consistent with their
20 contractual obligations, then it makes sense to review the Party's actions under this
21 Agreement.

22
23 **Q. HAS CENTURYTEL ALWAYS CHARGED CHARTER FOR NUMBER**
24 **PORTING REQUESTS?**

25
26 **A.** No. As I have previously described, after CenturyTel assumed operation and control
27 of the systems from Verizon, Charter sent its initial number porting request to
28 CenturyTel. Specifically, Charter sent its first porting request to CenturyTel in

1 September, 2002 and CenturyTel did not assess a charge for such requests until June,
2 2003. The fact that CenturyTel initially did not assess number porting charges upon
3 Charter indicates that its decision to levy the charge was an afterthought and
4 inconsistent with the intention of the parties at the inception of the relationship.

5
6 **Q. WHAT IS CHARTER'S UNDERSTANDING OF THE INTENTION OF**
7 **PARTIES UNDER THE AGREEMENT WITH RESPECT TO CHARGES**
8 **FOR NUMBER PORTING?**

9
10 **A.** Charter has never understood the Agreement to require Charter to pay CenturyTel to
11 port numbers to Charter. That is borne out in its dispute over payment of those
12 charges. For the life of the Agreement Charter has always disputed any charges by
13 CenturyTel for number porting. And aside from Charter's June 16, 2004 payment of
14 \$68,867.61, which was made under duress for the sole purpose of ensuring that
15 CenturyTel would continue honoring port requests, Charter has not paid any number
16 porting charges over the past four years. This indicates that Charter has never
17 understood the Agreement to require Charter to pay CenturyTel to port numbers to
18 Charter.

19
20 **Q. IF CENTURYTEL CLAIMS IT IS OWED THESE MONIES, WHY IS**
21 **CHARTER FILING THIS CLAIM?**

22
23 **A.** Because CenturyTel threatened to stop porting numbers, which put Charter's ability
24 to provide competitive service and the consumer's ability to seek competitive services
25 at risk. When CenturyTel made those threats Charter was put in a position of having
26 no choice but to seek redress at the Commission. It is curious that CenturyTel did not
27 file a complaint with the Commission itself, if it in fact believed these charges were
28 owed under the Agreement. That would have been the usual course for a company

1 who believed it was owed monies under an interconnection agreement when it was
2 unable to resolve the issue through informal and formal dispute processes.

3
4 **Q. DID CHARTER DISPUTE THE NUMBER PORTABILITY, RECORDS**
5 **SEARCH, DIRECTORY AND MISCELLANEOUS CHARGES?**

6
7 **A.** Yes. As noted above, Charter has submitted bill dispute statements to CenturyTel
8 ever since these charges were initially assessed upon Charter, beginning in the second
9 quarter of 2003. Charter has methodically followed the bill dispute process set forth
10 in the Agreement. Specifically, Charter has provided CenturyTel with bill dispute
11 statements over the past few years that have given notice to CenturyTel of the amount
12 that Charter disputes. Those bill dispute statements also provided specific details as
13 to the reasons for disputing each item (i.e. the charges are not allowed under the
14 Agreement, and they are prohibited by federal law).

15 Even though Charter delivered bill dispute statements to CenturyTel (in most
16 instances) on a monthly basis, there were a few occasions during the four year period
17 in which Charter did not, for various reasons, deliver a bill dispute statement to
18 CenturyTel. Nevertheless, and as discussed more fully below, there was no lapse in
19 CenturyTel's notice of the fact that Charter disputed these improper charges.

20
21 **Q. DOES THE AGREEMENT PERMIT CHARTER TO DISPUTE**
22 **CENTURYTEL'S CHARGES IN ANY OTHER MANNER?**

23
24 **A.** I consider the Agreement appear to be very clear on the point that Charter may
25 dispute an entire "class of charges" prospectively by providing a single notice to
26 CenturyTel.

1 **Q. HAS CHARTER PROVIDED A SINGLE PROSPECTIVE NOTICE TO**
2 **CENTURYTEL TO DISPUTE THESE CHARGES AS PERMITTED UNDER**
3 **THE AGREEMENT?**
4

5 **A.** Yes. In correspondence dated July 26, 2004, Charter provided CenturyTel with a
6 single notice to prospectively dispute each of the three different classes of charges in
7 dispute here. As such, CenturyTel has effectively been on notice, throughout the life
8 of the Agreement, of the charges that Charter disputes.
9

10

11 **Q. CENTURYTEL CONTENDS THAT PROVIDING NUMBER PORTING (OR**
12 **RESPONDING TO PORTING REQUESTS) IS A SERVICE FOR WHICH IT**
13 **MUST BE COMPENSATED. HOW DO YOU RESPOND?**
14

15 **A.** I have two responses.

16 First, when CenturyTel ports a number to Charter's network it does so because of its
17 statutory obligations to do so. Specifically, CenturyTel is required to port numbers
18 pursuant to Section 251(b)(3) of the Act. Further, the express terms of this Agreement
19 require CenturyTel to port numbers to Charter. Thus, when CenturyTel ports a
20 number from its network to Charter's network, it does so because of its legal duties to
21 do so, not because it is providing a "service" to Charter.

22 Second, Charter provides the same functionality to CenturyTel, without charges. The
23 parties provide porting to one another because they are required to do so. I want to
24 note that porting between carriers is required under federal law, but there is no
25 requirement for an agreement to be negotiated between porting carriers. The fact that
26 there is an agreement in this case is convenient, but the parties would be required to
27 port even if there were not an agreement in place. In fact, Charter ports with many

1 other carriers without agreement. The parties' exchange porting procedures and
2 porting is established. Likewise, no charges are asserted by either party.

3

4

5

6 **Q. IS THE FACT THAT YOU DON'T HAVE AN AGREEMENT FOR PORTING**
7 **WITH OTHER COMPANIES THE REASON THAT THERE ARE NO**
8 **CHARGES ASSESSED?**

9

10 **A.** Not at all. The reason no charges are assessed between carriers who port numbers is
11 that they are not allowed to do so under federal law. Even if we had an agreement
12 with these carriers, there would be no basis for number porting charges.

13

14 **Q. DID CHARTER INTEND TO INCORPORATE THE CENTURYTEL**
15 **SERVICE GUIDE INTO THE AGREEMENT?**

16

17 **A.** The Agreement that Charter operates under with CenturyTel today is an agreement
18 that was opted into by Charter when Verizon owned the CenturyTel exchanges.
19 In that respect, there was no negotiation that occurred between Charter and Verizon
20 as to the terms of the Agreement. I can tell you that when I reviewed the Agreement,
21 I saw no provision that would require Charter to comply with the terms of the specific
22 CenturyTel Service Guide that CenturyTel attempts to make apart of the Agreement.
23 In fact, there is no specific reference in the Agreement to the CenturyTel Service
24 Guide that CenturyTel claims is applicable here. It stands to reason that if the Parties'
25 had intended to incorporate the CenturyTel Service Guide, they would have
26 specifically stated that it was their intent to do so.

1 It has always been my understanding that the underlying purpose of entering into a
2 contract is to bind the parties to the precise terms set forth in that contract unless the
3 parties have *mutually* agreed otherwise. CenturyTel seeks to undermine this rationale
4 by changing the terms of a final agreement by adding terms and conditions via
5 extraneous documents that were not mutually agreed upon, or even contemplated, by
6 the Parties.

7
8 **Q. IS IT POSSIBLE THAT CHARTER COULD HAVE CONSENTED TO PORT**
9 **CHARGES IMPOSED THROUGH THE SERVICE GUIDE?**
10

11 **A.** No, absolutely not.

12 It would have been irrational for Charter to have agreed to incorporate a Service
13 Guide that included such language, because doing so would have completely
14 undermined (and negated) the express terms of the Agreement that provide for the
15 provision of number portability without charge. Such a result would have been
16 nonsensical and contrary to standard and usual business practice.

17
18 **Q. CENTURYTEL ALSO CONTENTS THAT ITS TARIFF SETS FORTH THE**
19 **RATES THAT CENTURYTEL MAY IMPOSE ON CHARTER FOR**
20 **NUMBER PORTING. IS THAT CORRECT?**
21

22 **A.** The tariff in question, CenturyTel of Missouri, LLC Local Exchange Tariff No. 1
23 ("Local Exchange Tariff") is not and can not be made apart of the Agreement. There
24 is no specific reference in the Agreement to the Local Exchange Tariff that
25 CenturyTel is trying to impose upon Charter.

26
27 **Q. WHY WOULD IT BE PROBLEMATIC TO INCORPORATE THE TARIFF,**
28 **AS CENTURYTEL HAS SUGGESTED?**

1

2 **A.** The Local Exchange Tariff that CenturyTel refers to does not and can not apply to
3 Charter. Significantly, it is a tariff for *local exchange service*, applicable to
4 CenturyTel's own end user customers. A brief review makes clear that the Local
5 Exchange Tariff sets forth rates, terms, and conditions for end user customers that
6 purchase telephone service from CenturyTel. Charter is a co-carrier, not an end-user
7 of services; it does not purchase local telephone service from CenturyTel.
8 CenturyTel's Local Exchange Tariff does not make any specific references to number
9 porting obligations between carriers.

10 It is interesting that the Local Exchange Tariff that CenturyTel claims is applicable to
11 Charter contains a service order charge that is completely different from the charge
12 that CenturyTel has assessed upon Charter. There are two rates set forth in the Local
13 Exchange Tariff: \$23.44 and \$23.48, which are said to apply when a business places
14 an order for a discreet service. However, CenturyTel has until very recently
15 attempted to impose a charge of \$19.78 for each number porting request submitted by
16 Charter over a period of approximately four years. This charge in the amount of
17 \$19.78 is not reflected in the tariff that CenturyTel claims is applicable. There is *no*
18 *correlation* to the rates in the Local Exchange Tariff, and the charges assessed upon
19 Charter.

20

21 **VI. REMEDIES AND RELIEF THAT CHARTER SEEKS FROM THE**
22 **COMMISSION**

23

24 **Q. WHAT COSTS HAS CHARTER INCURRED IN ENFORCING ITS RIGHTS**
25 **UNDER THIS AGREEMENT?**

26

1 **A.** Charter filed the complaint in this proceeding to ensure that CenturyTel would honor
2 its commitments under the Agreement by porting numbers to Charter without charge.
3 In so doing, Charter has incurred significant legal and operational costs simply to
4 enforce terms of an Agreement that are plain on their face. Those costs are
5 widespread, and include the time and expense associated with Charter employees
6 reviewing and disputing all of the CenturyTel invoices (that contained these porting
7 charges), communications related to these disputes, and other resources spent in an
8 attempt to demonstrate that CenturyTel has no right to assess these charges. One can
9 appreciate the volume of work associated with disputing these charges when
10 considering all of the dispute statements submitted electronically and manually by
11 Charter to CenturyTel. Indeed, a representative sample of those dispute statements is
12 attached hereto as TS Schedule 2. And, if necessary, Charter will submit all of those
13 statements into the record to show the scope and volume of CenturyTel's non-
14 compliance.

15 It is very disconcerting to think that Charter must incur hundreds of thousands of
16 dollars of legal and operational costs to ensure that other companies honor their
17 contractual obligations under these types of agreements.

18

19 **Q. WHAT RESULT DOES CHARTER SEEK FROM THIS PROCEEDING?**

20

21 **A.** Charter seeks an order from the Commission that requires CenturyTel to comply with
22 the terms of the Agreement. Specifically, to ensure that these problems are resolved,
23 the Commission should order CenturyTel to: (1) port numbers to Charter, upon
24 request, without charge; (2) discontinue assessing upon Charter the improper number
25 charges; and, (3) discontinue assessing upon Charter the other categories of improper

1 charges that are the subject of Charter's complaint. Charter also seeks an order from
2 the Commission finding that CenturyTel has not complied with the Agreement and is
3 liable for penalties and damages.

4
5 **VII. CONCLUSION**
6

7 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

8 **A. Yes.**

TS SCHEDULE 1

**Correspondence from Charter to CenturyTel
Dated July 26, 2004**

COLE, RAYWID & BRAVERMAN, L.L.P.

ATTORNEYS AT LAW

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July 26, 2004

VIA FEDERAL EXPRESS & E-MAIL

Mr. Guy Miller
CenturyTel Service Group
Corporate Director – Carrier Relations
P.O. Box 4065
100 CenturyTel Drive
Monroe, LA 71211-465

Re: Explanation of Charter Fiberlink Dispute of CenturyTel Charges

Dear Guy:

As you know on Wednesday, June 23, 2004, representatives from Charter Fiberlink and CenturyTel met, via teleconference, to discuss the various disputed billing matters between the two companies.

During that call Charter provided to CenturyTel a detailed explanation of the different categories of improper charges, dates on which the charges were rendered, descriptions of improperly applied credits/adjustments, and additional information concerning problems with CenturyTel's billing systems. On the teleconference Charter's representatives also explained Charter's basis for disputing these charges, and the reasons that CenturyTel's disputed charges are improper. In addition, prior to that meeting, I also delivered to you and other CenturyTel representatives a spreadsheet which identified, in detail, the categories, dates and improper charges described above. Thus, there can be little doubt that Charter has provided a significant amount of information to CenturyTel concerning these disputed charges.

Nevertheless, at your request, Charter has agreed to summarize these charges in a letter to CenturyTel. As such, this letter will provide a detailed summary of each of the charges that Charter has disputed.

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I. CATEGORY 1: Non Recurring Charges of \$19.78 Each (Total Billing of \$66,512.78 to Date)

As previously explained, CenturyTel has assessed a non-recurring charge ("NRC") of \$19.78 on every occasion that Charter submits a local service request ("LSR") to facilitate an end user subscriber's request to port a local telephone number from CenturyTel to Charter. The total amount of these NRCs, to date, is \$66,512.78.

There is no charge identified for porting a telephone number in the Interconnection Agreement ("Agreement"). Section 15 of the Interconnection Attachment, which prescribes the Parties' obligations with respect to local number portability ("LNP"), contains no reference to authorized charges for any functions associated with either carrier's obligations to perform certain functions associated with the provision of LNP. Indeed, there is no provision in the parties' current Agreement authorizing the charges described above.

In response to Charter's previous requests for the basis of these charges CenturyTel identified a rate in the Agreement which is designated as a Non-Recurring Charge for a specific UNE element, an unbundled switch port. (See Agreement, p. 136, price sheet quoting prices for: Local Wholesale Services; Unbundled Port; Exchange - Basic - subsequent (Port Feature)). As explained during our teleconference, and as you acknowledged, Charter is a facilities-based carrier that does not purchase UNE Switch Ports or any UNE elements from CenturyTel or any other LEC. Instead, Charter utilizes its own local loops and its own switches. Thus, there is no reason that Charter would need to purchase a UNE Switch Port from CenturyTel.

Prior to the Parties' conference call on June 23, CenturyTel had asserted that the \$19.78 NRC was applicable to porting a telephone number from CenturyTel to Charter. However, during that teleconference you acknowledged that there is no applicable charge in the Agreement. Instead, you suggested that the \$19.78 charge (which is defined in the Agreement as an NRC for a UNE Switch Port) is a "surrogate" charge for the CenturyTel's costs of porting numbers from CenturyTel to Charter.

You also indicated that if the \$19.78 charge is deemed inappropriate that a separate charge, for approximately \$41.00, would be imposed upon Charter. CenturyTel contends that the basis for this charge is that this rate is contained in other interconnection agreements between CenturyTel and other CLECs that have been approved by the Missouri Public Service Commission. Charter does not agree that this is a proper legal basis to assess such a charge upon Charter.

As explained during our call, the FCC has clearly stated that carriers are required to recover their costs of implementing LNP through tariffed end-user charges. See *Telephone Number Portability*, Third Report and Order, 13 FCC Rcd 111701 (1998), *aff'd*, *Telephone Number Portability*, Memorandum Opinion and Order on Reconsideration and Order on Application for Review, 17 FCC Rcd 2578 (2002). See also, *Telephone Number Portability Cost Classification Proceeding*, Memorandum Opinion and Order, 13 FCC Rcd 24495 (CCB 1998).

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In these orders the FCC promulgated its current rule, codified at 47 C.F.R. § 52.33, entitled: "Recovery of carrier-specific costs directly related to providing long-term number portability." As that rule clearly indicates ILECs may recover their carrier-specific costs directly related to providing long-term number portability by establishing in tariffs filed with the FCC, certain charges assessed against *end users*. See 47 C.F.R. § 52.33(a)(1)(i), 52.33(a)(3).

FCC rules allow an ILEC to assess charges on another carrier in only very limited circumstances that are not applicable here. Although ILECs may assess a charge on carriers that purchase the ILEC's switching ports as UNEs, or upon carriers that resell the ILECs local service, *see id.* at § 52.33(a)(1)(ii), as previously explained (and acknowledged) Charter is a facilities-based carrier that does not purchase UNEs or resell CenturyTel's service. Nor is the number portability "query-service" charge described in § 52.33(a)(2) applicable to these circumstances.

As you know, this Agreement was in force between Charter and Verizon, prior to the opt-in by CenturyTel upon purchase of the Verizon St. Charles County property. It is instructive to note that under this same agreement, Verizon did *not* bill Charter for porting out a telephone number from Verizon.

In CenturyTel's letter to Charter dated April 27, 2004, CenturyTel makes the following assertion: "Based on conversations/correspondence from Charter personnel, CenturyTel can only surmise that Charter is lodging a billing dispute with CenturyTel per Section 9 of the agreement." Given the detailed disputes that Charter has previously provided to CenturyTel over the past year this comment is surprising. Indeed, as the following chronology shows, Charter has disputed these charges for the entire time that they have been assessed.

Broadly speaking, the following synopsis indicates the numerous occasions on which Charter representatives have presented formal, and informal, disputes and other communications regarding CenturyTel's improper charges:

1. Aug 6, 2003 – After receiving no acknowledgement or response to nine disputes (for LD and Misc charges on bills from Sept '02 through May '03) sent to CenturyTel on June 3, 2003, and receiving no bills since, Julie Lorenz wrote to CenturyTel inquiring about status.
2. August 6, 2003 – CenturyTel advised some credits had been issued and on August 8, 2003, they agreed to mail duplicates of May '03 and June '03 bills, which Charter has never received.
3. Sept, 2003 – Upon seeing this charge billed for the first time (which was never billed on Sept '02, through May '03 bills; and first appeared on June '03 bill identified as "ADD INIT SO CHG – LNP") Julie Lorenz called CenturyTel (Carrie Patrick) to ask what this charge was for. Julie Lorenz explained it was shown for UNE Port in

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Agreement and Charter does not buy UNE elements. Julie Lorenz said it was an incorrect application of this charge to Charter.

4. Sept 17, 2003 – CenturyTel (Carrie Patrick) wrote "I will let you know what I find on the 19.78 port charge, or someone from the Carrier Relations group may contact you."
5. Oct 22, 2003 – After hearing nothing from anyone at CenturyTel, and seeing more occurrences of \$19.78 billed, Julie Lorenz wrote CenturyTel (Carrie Patrick) "We are still being billed a \$19.78 NRC for porting each TN from Century. This is the charge specified in the Agreement for buying a UNE port, not for porting a telephone number. We do not need to buy a UNE port. We have our own switches and our own local loop to the customer premises. You were looking into this and indicated someone from carrier relations might contact me. I have not heard from anyone and we are billed more of these on our October bill. What is the status of this?"
6. Oct 23, 2003 – CenturyTel (Carrie Patrick) wrote "The NRC's that you are disputing (both the 19.78 and the 4.21) will have to be disputed with Carrier Relations. I forwarded your request last month to our contact. If she has not replied, you may check with Mark and have him contact Guy."
7. Oct/Nov, 2003 – Charter (Mark Kraus) called CenturyTel (Guy Miller) to dispute this charge. Guy advised Mark that he would need to take this issue up with the CenturyTel billing department.
8. Oct/Nov, 2003 - Charter (Mark Kraus) called and spoke with the CenturyTel billing department to dispute this charge. Mark was advised he should pursue this issue with Susan Smith, of CenturyTel Carrier Relations.
9. Oct/Nov, 2003 – Charter (Mark Kraus) called and spoke with Susan Smith, disputing the charge. Susan agreed to look into the issue and get back with him.
10. Oct/Nov, 2003 – After hearing nothing further from Susan Smith, Charter (Mark Kraus) called Guy Miller of CenturyTel and explained he had spoken with the billing department in addition to Susan Smith of Carrier Relations, and received no response. When Mark asked Guy for the documentation that was the basis for the charge, Guy referenced the UNE Port NRC in the Agreement. Mark explained that this charge was not applicable to Charter because Charter does not buy UNE Ports or, in fact, any UNE elements from CenturyTel. Guy requested that Mark put the dispute in writing.
11. Nov 14, 2003 – Charter (Mark Kraus) wrote a letter to CenturyTel (Guy Miller) disputing billings of \$19.78. Mark wrote that he had spoken with the billing department at CenturyTel who told him they did not have the authority to credit or make a decision related to the interpretation of the Agreement as to the legitimacy of

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these charges. Mark also stated that he spoke with Susan Smith of CenturyTel a few weeks ago and has not heard back from her.

12. Dec, 2003 - Charter (Mark Kraus) called CenturyTel (Susan Smith) to follow up Charter letter. Susan advised Mark that he would need to discuss this issue with Guy Miller.
13. Feb 3, 2004 Charter (Mark Kraus) called Guy Miller to determine status of dispute, since no response or acknowledgement (written or otherwise) was received. Guy was out of the office, but Pam Hankins of CenturyTel took the call. She and Mark discussed the issue, as she was familiar with the dispute. Pam told Mark that the NRC was actually for changing the account from one CenturyTel billing system to a different CenturyTel billing system. (Numbers that port out of CenturyTel to CLEC's who purchase a CenturyTel UNE Switch port would, indeed, be transferred from the CenturyTel end user billing system to the CenturyTel UNE (presumably CABS) billing system.) However, Mark advised Pam, in the case of Charter where we do not purchase UNE elements, there is no CenturyTel change in billing systems. It would actually be a disconnect of service for CenturyTel. Mark then requested that Pam send a letter responding to our dispute, saying that they disagreed with our position and the basis for the disagreement. Nothing was received.
14. April 28, 2004 (Via Overnight Mail) Charter received a letter addressed to Senior Counsel saying among other things that CenturyTel "could only surmise that Charter is lodging a billing dispute....."

II. CATEGORY 2: NRC for Customer Record Search of \$4.21 Each (Total Billing of \$6811.61 to Date)

Charter sent these customer record requests to establish customer listing information in order to send accurate directory information on DSRs to CenturyTel. Customer listing information received from customer record searches was used to populate directory information on DSR's submitted to CenturyTel, for inclusion in directory assistance records and CenturyTel telephone directory.

However, CenturyTel did not maintain Charter customers for directory assistance or book publication. As a result, Charter had to prepare and furnish galleys for Charter customers to be listed in the CenturyTel book at publication time, because CenturyTel had not processed the DSR's to maintain this information.

Consequently, the record research expense and DSR submission effort was to no avail, as CenturyTel did not process and include the resulting submitted DSR's in directory assistance or telephone directory records.

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On several occasions Charter indicated to CenturyTel that the customer information was requested in order to obtain accurate customer listing information from CenturyTel records. Pertinent discussion of this issue is highlighted in the following e-mail excerpts:

1. May 19, 2003 - from CenturyTel (Carrie Patrick) wrote:
"These are the requests that we receive that are causing the charges of 4.21 on the bill. They are considered customer service records request. We will usually get these prior to receiving a port request. After we receive the port request, we have been getting directory requests. I believe we are now getting some directory request on the same request as the ports. With our other CLECs they order the cust records to verify the customer information such as name/address/auth users/features for pricing info and directory info to make sure that they request that the directory is set up the same way once ported."
2. May 22, 2003 - from CenturyTel (Carrie Patrick) wrote:
"On the CSR, all CLEC's who request a Customer Service Record are billed for the CSR. The CSR is not related to the actual port or port request that we receive. It is I believe optional for the CLEC's to request this information to use for filling out the LSR, or relying on the customer provided information for filling out the LSR. So far, the only info that has been requested on Charters CSR's has been for directory information. Directory information would not effect the ability for us to port/release a TN to Charter. The other CLEC's have been requesting CSR's the only difference is that they are requesting more info than just directory. The charges began to show in February because they was a change in the CenturyTel structure that moved the CLEC group from Wisconsin to Monroe LA. I am not sure what/why the Wisconsin group was billing, but now that it is in Monroe, we are billing for the different items that are billable (such as CSR's hot cuts, expedites, etc.) This has been for all the CLEC's that we are doing business with."

III. CATEGORY 3: Monthly Recurring Charges for Non Pub, Non List & Additional Listing Items (Total Billing of \$792.15 to Date)

Monthly charges for these items are for, as follows: (1) "Non Pub," the special appearance and handling in directory assistance records and exclusion from the directory; (2) "Non List," an appearance in directory assistance records and exclusion from the directory; (3) and, "Additional Listing," an additional name listed in directory assistance records and inclusion in the directory.

CenturyTel did not process Charter customer DSR's for directory assistance records nor for directory listings. As explained previously, Charter had to furnish galleys of our customer listings for the CenturyTel book publisher at directory publication time. Therefore, because CenturyTel did not perform the functions associated with these services for which the rates are applicable, Charter does not believe they are entitled bill for services they did not perform.

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IV. CONCLUSION

A. Resolution of Each Category Not Tied to Resolution of All Categories

Each of the disputed category of charges discussed above are unique. The charges relate to different services, and the reasons that Charter disputes the charges are also different. Therefore, Charter believes it appropriate to address each bill dispute category separately, such that the resolution of one issue is not necessarily tied to the resolution of other issues. Charter believes this approach will allow the Parties to work simultaneously to resolve each of the disputed issues without delaying the resolution of any one particular category of charges.

B. Charter's Past Efforts to Resolve These Disputed Issues

In addition to the detailed description provided above, attached to this letter as Exhibits 1, 2 and 3 are copies of previous correspondence between Charter and CenturyTel on these disputed charges.

C. Notice of Charter's Prospective Dispute of All Categories

Pursuant to Section 9.3 of the Parties' current, effective interconnection agreement Charter hereby disputes prospectively, via this notice, each of the classes of charges described herein.

D. Final Resolution

This letter represents but one of Charter's many attempts to resolve these disputed charges. Indeed, as evidenced by the attached exhibits, these disputed issues were presented by Charter billing and carrier relations personnel over the course of the last year in various e-mails, letters and telephone conversations with you and your staff. In addition, during our conference call of June 23, 2004 Charter presented the factual and legal bases for its dispute of these charges. Finally, at your request, Charter prepared this letter, which summarizes the detailed disputes that Charter has already provided to CenturyTel.

Thus, it is quite clear that Charter has satisfied its obligation to work in good faith to resolve disputed billing issues. It is now time for CenturyTel to satisfy *its obligation* to work in good faith to resolve these disputes. For that reason, Charter expects a prompt response from CenturyTel concerning these issues. Absent prompt resolution of these issues Charter will pursue all available remedies, including those available before the Missouri Public Service Commission.

Please let me know when we can expect to hear from CenturyTel regarding a final resolution of these issues.

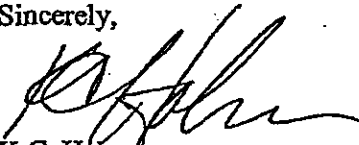
COLE, RAYWID & BRAVERMAN, L.P.

Mr. Guy Miller

July 26, 2004

Page 8

Sincerely,



K.C. Ham

Encl.

cc: Carrie Cox, Charter Fiberlink
Carrick Inabnet, CenturyTel
Christopher W. Savage, Cole Raywid & Braverman, LLP

TS SCHEDULE 2

**Recent Charter Bill Dispute Statements
Submitted to CenturyTel**



Menu	Dispute ID: 2322	
<u>Main Page</u>	Ban #(s): 405601334	
<u>Start Order</u>	Submitted: 2007-07-09 11:20:48	
<u>Search Orders</u>	CTL Processed: 2007-09-04 13:25:06	
	Bill Date: 5/6/2007	
	CLEC Representative: Sandra Leezy	
	Contact TN: 3145435813	
	Contact Email: Sandra.Leezy@Chartercom.com	
<u>Service Guide</u>		
<u>Billing Dispute</u>		
<u>Billing Dispute Report</u>		
	CLEC ATN: 5737323477 Page #: 7 Amount: \$59.33 This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Centurytel 5737323477 7 \$39.55 Adjusted Initial Loop SO charge
	CLEC ATN: 5737323874 Page #: 8 Amount: \$59.33 This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Centurytel 5737323874 8 \$39.55 Adjusted Initial Loop SO charge
	CLEC ATN: 5737325486 Page #: 8 Amount: \$59.33 This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Centurytel 5737325486 8 \$39.55 Adjusted Initial Loop SO charge
	CLEC ATN: 5738850713 Page #: 8 Amount: \$19.78 This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Centurytel 5738850713 8 \$0.00 Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also,

		please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 5738851100	Centurytel 5738851100
Page #:	8	8
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 5738851221	Centurytel 5738851221
Page #:	8	8
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 5738852399	Centurytel 5738852399
Page #:	9	9
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of

		CenturyTel's Service Guide.
ATN:	CLEC 5738852716	Centurytel 5738852716
Page #:	9	9
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 5738852944	Centurytel 5738852944
Page #:	9	9
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 5738854386	Centurytel 5738854386
Page #:	9	9
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.

ATN:	CLEC 5738854629	Centurytel 5738854629
Page #:	9	9
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 5738856959	Centurytel 5738856959
Page #:	9	9
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362401186	Centurytel 6362401186
Page #:	9	9
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362401210	Centurytel 6362401210
Page #:	10	10

Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362401910	Centurytel 6362401910
Page #:	10	10
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362402038	Centurytel 6362402038
Page #:	10	10
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362403190	Centurytel 6362403190
Page #:	10	10
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this	Denied, per contract, which includes CenturyTel's tariffs by

NPA/NXX. It is in the Rural Agreement.		reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362403527	Centurytel 6362403527
Page #:	10	10
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362403969	Centurytel 6362403969
Page #:	11	11
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362404336	Centurytel 6362404336
Page #:	11	11
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section

Comments:		and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362404557	Centurytel 6362404557
Page #:	11	11
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362404767	Centurytel 6362404767
Page #:	11	11
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362405769	Centurytel 6362405769
Page #:	11	11
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		

		service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 3632406209	Centurytel 3632406209
Page #:	11	11
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362406588	Centurytel 6362406588
Page #:	12	12
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362406911	Centurytel 6362406911
Page #:	12	12
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.

ATN:	CLEC 6362407640	Centurytel 6362407640
Page #:	12	12
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362720033	Centurytel 6362720033
Page #:	12	12
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362720541	Centurytel 6362720541
Page #:	12	12
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362722635	Centurytel 6362722635

Page #:	12	12
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362722921	Centurytel 6362722921
Page #:	13	13
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362723463	Centurytel 6362723463
Page #:	13	13
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362782677	Centurytel 6362782677
Page #:	13	13
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN	Denied, per contract, which includes

from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362791073	Centurytel 6362791073
Page #:	13	13
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362813215	Centurytel 6362813215
Page #:	14	14
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6362818074	Centurytel 6362818074
Page #:	14	14
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in

Comments:		the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6362819324	Centurytel 6362819324
Page #:	14	14
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363270875	Centurytel 6363270875
Page #:	14	14
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363274104	Centurytel 6363274104
Page #:	14	14
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the
Comments:		

		language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6363275189	Centurytel 6363275189
Page #:	15	15
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6363276683	Centurytel 6363276683
Page #:	15	15
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6363320346	Centurytel 6363320346
Page #:	15	15
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service

		Guide.
	CLEC	Centurytel
	ATN: 6363320380	6363320380
	Page #: 15	15
	Amount: \$19.78	\$0.00
Comments:	<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p> <p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>	
	CLEC	Centurytel
	ATN: 6363320620	6363320620
	Page #: 15	15
	Amount: \$19.78	\$0.00
Comments:	<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p> <p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>	
	CLEC	Centurytel
	ATN: 6363323180	6363323180
	Page #: 16	16
	Amount: \$19.78	\$0.00
Comments:	<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p> <p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>	
CLEC		Centurytel

ATN:	6363323286	6363323286
Page #:	16	16
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363323577	Centurytel 6363323577
Page #:	16	16
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363324583	Centurytel 6363324583
Page #:	16	16
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363324694	Centurytel 6363324694
Page #:	16	16
Amount:	\$19.78	\$0.00

<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p>		<p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>
Comments:		
ATN:	CLEC 6363324896	Centurytel 6363324896
Page #:	17	17
Amount:	\$19.78	\$0.00
<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p>		<p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>
Comments:		
ATN:	CLEC 6363326032	Centurytel 6363326032
Page #:	17	17
Amount:	\$19.78	\$0.00
<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p>		<p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>
Comments:		
ATN:	CLEC 6363328179	Centurytel 6363328179
Page #:	17	17
Amount:	\$19.78	\$0.00
<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p>		<p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer</p>

Agreement.		to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363328722	Centurytel 6363328722
Page #:	17	17
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363328792	Centurytel 6363328792
Page #:	17	17
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363328936	Centurytel 6363328936
Page #:	17	17
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		

		regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6363329806	Centurytel 6363329806
Page #:	18	18
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6363791121	Centurytel 6363791121
Page #:	18	18
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6363793533	Centurytel 6363793533
Page #:	18	18
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges

		on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6363794845	Centurytel 6363794845
Page #:	18	18
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6363795057	Centurytel 6363795057
Page #:	18	18
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6363795855	Centurytel 6363795855
Page #:	19	19
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.

ATN:	CLEC 6363796720	Centurytel 6363796720
Page #:	19	19
Amount:	\$19.78	\$0.00
Comments:	<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p> <p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>	
ATN:	CLEC 6363970077	Centurytel 6363970077
Page #:	19	19
Amount:	\$19.78	\$0.00
Comments:	<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p> <p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>	
ATN:	CLEC 6363971034	Centurytel 6363971034
Page #:	19	19
Amount:	\$19.78	\$0.00
Comments:	<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p> <p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>	
ATN:	CLEC 6363971342	Centurytel 6363971342
Page #:	19	19

Amount:	\$19.78 This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	\$0.00 Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363972887	Centurytel 6363972887
Page #:	19	19
Amount:	\$19.78 This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	\$0.00 Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363974568	Centurytel 6363974568
Page #:	20	20
Amount:	\$19.78 This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	\$0.00 Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6363975916	Centurytel 6363975916
Page #:	20	20
Amount:	\$19.78 This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this	\$0.00 Denied, per contract, which includes CenturyTel's tariffs by

		NPA/NXX. It is in the Rural Agreement.	reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:			
ATN:	CLEC	Centurytel	
Page #:	6363975968	6363975968	
Amount:	20	20	
	\$19.78	\$0.00	
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.	
Comments:			
ATN:	CLEC	Centurytel	
Page #:	6363976621	6363976621	
Amount:	20	20	
	\$19.78	\$0.00	
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.	
Comments:			
ATN:	CLEC	Centurytel	
Page #:	6364740555	6364740555	
Amount:	20	20	
	\$19.78	\$0.00	
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section	

Comments:		and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6364740900	Centurytel 6364740900
Page #:	20	20
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6364748394	Centurytel 6364748394
Page #:	21	21
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365610074	Centurytel 6365610074
Page #:	21	21
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding
Comments:		

		service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6365610150	Centurytel 6365610150
Page #:	21	21
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365610509	Centurytel 6365610509
Page #:	21	21
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365610984	Centurytel 6365610984
Page #:	21	21
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		

ATN:	CLEC 6365610987	Centurytel 6365610987
Page #:	22	22
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6365611226	Centurytel 6365611226
Page #:	22	22
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6365611260	Centurytel 6365611260
Page #:	22	22
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6365611267	Centurytel 6365611267

Page #:	22	22
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365611537	Centurytel 6365611537
Page #:	22	22
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365611662	Centurytel 6365611662
Page #:	22	22
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365611842	Centurytel 6365611842
Page #:	23	23
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN	Denied, per contract, which includes

from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365612171	Centurytel 6365612171
Page #:	23	23
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365612366	Centurytel 6365612366
Page #:	23	23
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365613649	Centurytel 6365613649
Page #:	23	23
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in

Comments:		the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6365616162	Centurytel 6365616162
Page #:	23	23
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365616823	Centurytel 6365616823
Page #:	24	24
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6365616853	Centurytel 6365616853
Page #:	24	24
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the
Comments:		

		language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6366251372	Centurytel 6366251372
Page #:	24	24
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6366253546	Centurytel 6366253546
Page #:	24	24
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6366259106	Centurytel 6366259106
Page #:	25	25
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service

		Guide.
ATN:	CLEC 6366259260	Centurytel 6366259260
Page #:	25	25
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6366391141	Centurytel 6366391141
Page #:	25	25
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6366396237	Centurytel 6366396237
Page #:	25	25
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
CLEC		Centurytel

ATN:	6366396840	6366396840
Page #:	25	25
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6366399986	Centurytel 6366399986
Page #:	25	25
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6368873609	Centurytel 6368873609
Page #:	26	26
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369700156	Centurytel 6369700156
Page #:	26	26
Amount:	\$19.78	\$0.00

<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p>		<p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>
Comments:		
ATN:	CLEC 6369701031	Centurytel 6369701031
Page #:	26	26
Amount:	\$19.78	\$0.00
<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p>		<p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>
Comments:		
ATN:	CLEC 6369703031	Centurytel 6369703031
Page #:	26	26
Amount:	\$19.78	\$0.00
<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p>		<p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>
Comments:		
ATN:	CLEC 6369704240	Centurytel 6369704240
Page #:	26	26
Amount:	\$19.78	\$0.00
<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p>		<p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer</p>

Agreement.		to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369704449	Centurytel 6369704449
Page #:	26	26
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369706750	Centurytel 6369706750
Page #:	27	27
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369780346	Centurytel 6369780346
Page #:	27	27
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		

		regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369780375	Centurytel 6369780375
Page #:	27	27
Amount:	\$20.15	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369781403	Centurytel 6369781403
Page #:	27	27
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369781472	Centurytel 6369781472
Page #:	27	27
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges

		on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369781878	Centurytel 6369781878
Page #:	27	27
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369783425	Centurytel 6369783425
Page #:	28	28
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369784242	Centurytel 6369784242
Page #:	28	28
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.

ATN:	CLEC 6369784248	Centurytel 6369784248
Page #:	28	28
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369784255	Centurytel 6369784255
Page #:	28	28
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369786577	Centurytel 6369786577
Page #:	28	28
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369787382	Centurytel 6369787382
Page #:	28	28

Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369787710	Centurytel 6369787710
Page #:	29	29
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369787714	Centurytel 6369787714
Page #:	29	29
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369787801	Centurytel 6369787801
Page #:	29	29
Amount:	\$19.78	\$0.00
	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this	Denied, per contract, which includes CenturyTel's tariffs by

NPA/NXX. It is in the Rural Agreement.		reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369787874	Centurytel 6369787874
Page #:	29	29
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369788575	Centurytel 6369788575
Page #:	29	29
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369788901	Centurytel 6369788901
Page #:	29	29
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section

Comments:		and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369789081	Centurytel 6369789081
Page #:	30	30
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369789271	Centurytel 6369789271
Page #:	30	30
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		
ATN:	CLEC 6369789545	Centurytel 6369789545
Page #:	30	30
Amount:	\$19.78	\$0.00
This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.		Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
Comments:		

		service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 6369802580	Centurytel 6369802580
Page #:	30	30
Amount:	\$19.78	\$0.00
Comments:	<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p> <p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>	
ATN:	CLEC 6369803487	Centurytel 6369803487
Page #:	30	30
Amount:	\$19.78	\$0.00
Comments:	<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p> <p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>	
ATN:	CLEC 6369803801	Centurytel 6369803801
Page #:	30	30
Amount:	\$19.78	\$0.00
Comments:	<p>This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.</p> <p>Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.</p>	

ATN:	CLEC 6369809753	Centurytel 6369809753
Page #:	31	31
Amount:	\$19.78	\$0.00
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	Denied, per contract, which includes CenturyTel's tariffs by reference. Please refer to 1.1 of the General Terms and Conditions in the Agreement section and 2.85 of the Glossary regarding Tariffs. Also, please refer to the language regarding service order charges on page 34 of CenturyTel's Service Guide.
ATN:	CLEC 7153947373	Centurytel 7153947373
Page #:	31	31
Amount:	\$41.58	\$41.58
Comments:	This is not applicable. There is no SO charge in ICA for porting a TN from Century Tel to Charter for this NPA/NXX. It is in the Rural Agreement.	TN has been entered on correct BAN. Amount billed on this BAN is less than the tariff charge.
ATN:	CLEC 7351671647	Centurytel 7351671647
Page #:	31	31
Amount:	\$526.25	\$0.00
Comments:	The purpose of this research was for listing information to facilitate Charter customer listings in DA and directory; however, Century Tel failed to process resulting Charter LSR/DSR infor and did not include Charter customers in DA or directory. Charter has to furnish galleys to accomplish this. CenturyTel will not provide a Customer Service Record to Charter without Charter having a blanket LOA in place. We have only ever submitted LSRs to CenturyTel to port—no research involved. Entered 7351671647 because TN required all numerals, however, F351671647 was printed on the bill.	Please provide PON numbers so we can research charges.
ATN:	CLEC 405601334	Centurytel 405601334
Page #:	6	6
Amount:	\$27.31	\$0.00
Comments:	Charter is billed LPC for charges billed incorrectly.	Denied. Bill was not paid in full.
	CLEC	Centurytel

ATN: 405601334 405601334
Page #: 7 7
Amount: \$3.21 \$3.21
Comments: Charter is a tax exempt CLEC. Charges adjusted.

Totals

Initial Amount	CTL Initial Amount	Redispute Amount	CTL Redispute Amount
\$3,268.99	\$163.44	\$0.00	\$0.00

[Redispute This Order](#)