

Exhibit No.: \_\_\_\_\_

Issue: Policy

Witness: Guy E. Miller, III

Type of Exhibit: Direct Testimony

Sponsoring Party: CenturyTel of Missouri, LLC

Case No.: LC-2008-0049

Date Testimony Prepared: January 18, 2008

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

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

Case No. LC-2008-0049

**DIRECT TESTIMONY OF**

**GUY E. MILLER, III**

**ON BEHALF OF CENTURYTEL OF MISSOURI, LLC**

January 18, 2008

1 **DIRECT TESTIMONY OF**

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4 **IDENTIFICATION OF WITNESS & QUALIFICATIONS**

5 **Q. Please state your name and business address.**

6 A. My name is Guy E. Miller, III. My business address is 100 CenturyTel Drive, Monroe,  
7 LA 71203.

8 **Q. On whose behalf are you submitting direct testimony?**

9 A. I am submitting direct testimony on behalf of CenturyTel of Missouri, LLC  
10 (“CenturyTel”), one of the Missouri incumbent local exchange companies (“ILECs”) of  
11 CenturyTel, Inc.

12 **Q. By whom are you employed and what is your position?**

13 A. I am currently employed by CenturyTel Service Group, LLC as Director, Carrier  
14 Relations Strategy and Policy. I have held this position since December 5, 2005.

15 **Q. What are your responsibilities as Director-Carrier Relations Strategy and Policy?**

16 A. I am responsible for evaluating, developing, and implementing the policies and positions  
17 that govern the interactions between representatives of CenturyTel, Inc.’s regulated  
18 telephone companies and their wholesale customers, including competitive carriers. In  
19 addition, I am responsible for evaluating, developing, and implementing CenturyTel,  
20 Inc.’s regulatory positions on inter-carrier issues. For example, I have evaluated and  
21 recommended revisions to proposed elements of inter-carrier compensation reform. I  
22 have also prepared policy and process recommendations for mitigating phantom traffic

1 and I served as the rural local exchange carrier lead negotiator for working out transiting  
2 issues with BellSouth.

3 **Q. What position did you hold before becoming Director, Carrier Relations Strategy**  
4 **and Policy?**

5 A. From September 10, 2002 to December 4, 2005, I was Director, Carrier Relations for  
6 CenturyTel Service Group, LLC.

7 **Q. What were your responsibilities as Director, Carrier Relations?**

8 A. I was responsible for overseeing all of CenturyTel, Inc.'s activity related to its ILECs'  
9 obligations under Sections 251 and 252 of the federal Telecommunications Act of 1996  
10 (47 U.S.C. §§ 251, 252), including ensuring compliance with those statutes. This also  
11 meant I was responsible for oversight of all interconnection agreement negotiations and  
12 for all operations performed under those agreements.

13 **Q. Please describe your experience in the telecommunications industry before**  
14 **becoming Director, Carrier Relations.**

15 A. I have worked in the telecommunications industry in various capacities for approximately  
16 30 years. I started in 1978 as a Customer Services Supervisor for Southwestern Bell  
17 Telephone Company. I was primarily responsible for managing the Business Customer  
18 Service operations for a specified geographic part of Houston, Texas. In 1980, I became  
19 a Customer Services Manager in the Business Education and Analysis workgroup. I  
20 analyzed large business customer equipment configurations and telecommunications  
21 needs and made recommendations for improved efficiency and for resolving business  
22 needs. In 1981, I entered the Southwestern Bell sales organization, first as an Account

1 Executive serving the Publishing and Media industries then as an Account Executive II  
2 serving national accounts in the petrochemical industry.

3 In 1984, I transferred to a start-up affiliated equipment sales company,  
4 Southwestern Bell Telecommunications, as a National Accounts Manager. I was  
5 responsible for telecommunications equipment sales to national petrochemical and  
6 engineering companies. This company promoted me to Corporate Manager, Training  
7 Programs in 1985 and asked me to develop and deliver sales and management training as  
8 well as direct all technical training efforts. In 1986, the responsibility for developing and  
9 administering benefit programs and for specific staffing issues was added to my duties.

10 In 1987, I was recruited into another new affiliated company, Southwestern Bell  
11 Gateway Services, as the Regional Sales Director for Strategic and Tactical plans and  
12 methods. This company was a pre-Internet information provider and I developed and  
13 implemented the plans for the marketing and advertising of information services and for  
14 the development of services content to meet consumer needs and expectations. I also  
15 managed government and community relations and marketing and sales support issues.

16 In 1989, I returned to Southwestern Bell Telephone as the Market Manager for the  
17 competitive carrier market segment and, eventually, the Market Planner for that market  
18 segment. From 1989 until 1995, I developed strategic, tactical and business plans to  
19 provide service to the CLEC, wireless, IXC, ESP/ISP and cable industries. I also  
20 developed new products for this market segment and established specialized customer  
21 service and sales support programs.

22 In 1995, I was recruited to MFS Telecom, a competitive telecommunications  
23 access provider, where I served as the Director, Marketing for MFS's private line and

1 collocation services. For a short time in 1996, I worked on contract as the Vice  
2 President, Sales and Marketing for Quantum Software Solutions – a start up provider of  
3 call-center software. Then, from late 1996 until September, 2002, I worked for  
4 Intermedia Communications, a competitive local exchange carrier. For most of that time,  
5 I was a Senior Director in product marketing. I managed and developed dedicated and  
6 switched transport and collocation products for the wholesale business segment, which  
7 included carriers, ISPs, large enterprise business and government. In 2001, Intermedia  
8 was purchased by WorldCom. At that time, I began serving in an interim dual role as the  
9 Intermedia executive in charge of Carrier and ISP Sales Support and also as Intermedia's  
10 Vice President for Industry Policy. In this latter role, I oversaw the integration of  
11 Intermedia's regulatory and carrier relations activities into the WorldCom business  
12 model. I left WorldCom in late 2002 and, as previously mentioned, joined CenturyTel in  
13 September of that year.

14 **Q. Have you previously testified before any state commission?**

15 A. Yes. In April 2006, I testified before this Commission regarding an arbitration of  
16 interconnection agreement terms. In April, 2005, I testified before the Alabama Public  
17 Service Commission regarding a dispute with a CLEC concerning billing and collocation  
18 issues. I also testified before the Texas Public Utility Commission in 1992 on the matter  
19 of a national media company demanding an N-1-1 code for its use in providing  
20 information to subscribers.

21 I have also been involved in the preparation and delivery of written testimony  
22 related to several Federal Communications Commission ("FCC") proposed rulemakings  
23 during 2003 through 2007. These rulemakings have included wireless local number

1 portability, virtual NXX, phantom traffic, intercarrier compensation reform and 911/E911  
2 services for VoIP providers. Earlier this year, I testified in an American Arbitration  
3 Association arbitration in Wisconsin.

4 **BACKGROUND**

5 **Q. Have you previously dealt directly with Charter Fiberlink-Missouri , LLC**  
6 **(“Charter”) in interconnection disputes it has had with CenturyTel?**

7 A. Yes. Quite a number of times between 2003 to the present.

8 **Q. Does your past experience with other Charter disputes have any bearing on this**  
9 **case?**

10 A. Yes. The underlying basis for this kind of complaint from Charter is not an isolated  
11 occurrence that is restricted to Missouri and to this Agreement. There is a history  
12 between CenturyTel, Inc.’s ILECs and Charter ignoring the terms of Agreements as  
13 written and insisting on getting services from CenturyTel, Inc.’s ILECs without having to  
14 pay for those services.

15 **Q. Can you expound upon that?**

16 A. In 2003, Charter asserted that CenturyTel of Missouri, LLC was obligated to handle  
17 Charter’s Directory Assistance (DA) needs without charging Charter, even though there  
18 was no Bona Fide Request ("BFR") for DA; where the agreement required the separate  
19 negotiation of such terms if ever required and where applicable law allows an ILEC to  
20 recover its costs of providing services to a CLEC through appropriate recurring or non-  
21 recurring charges. In a discussion before a Missouri commission staff member,  
22 CenturyTel’s position was sustained and at Charter’s request, CenturyTel agreed to  
23 develop and offer Charter DA terms. Charter never executed the offered terms.

1           As a prelude to this case, in 2004, in addition to some other minor disputes,  
2 Charter refused to pay service order charges associated with porting and customer record  
3 search LSRs to CenturyTel. The outcome of informal dispute resolution under the  
4 Agreement resulted in Charter paying the charges billed to date and CenturyTel  
5 sustaining the charges paid as well as those billed on an ongoing basis. Charter never  
6 escalated the dispute to challenge that resolution, but it did not pay any further invoices.  
7 Thereafter, when CenturyTel attempted to collect the balance owed, Charter filed the  
8 complaint that opened this proceeding.

9           In 2006, I contacted Charter about its use of CenturyTel, Inc.'s Operating  
10 Companies' Network Interface Devices (NIDs) in Wisconsin and its failure to pay for  
11 that use despite clear terms and pricing in the applicable Agreement with CenturyTel,  
12 Inc's non-rural Operating Companies. The NID issue eventually progressed into a 2007  
13 binding arbitration where the outcome was an award to the Wisconsin CenturyTel  
14 Operating Companies of approximately \$455,000. Charter did not pay that award as  
15 obligated and attempted to claim that the arbitrator calculated the award amount in error.  
16 Charter's appeal was denied and Charter still did not pay. CenturyTel then filed an  
17 application to confirm the award in state court. The court confirmed the award on  
18 January 10, 2008. My understanding is that Charter has contacted the Wisconsin  
19 CenturyTel Operating Companies subsequent to the court's decision in an attempt to  
20 negotiate less than the award amount.

21           In early 2007 in Wisconsin, Charter asserted a right to both Directory Listings  
22 (DL) and Directory Assistance (DA) without charge, again a situation where Charter had  
23 submitted no BFR and where no Agreement terms existed. In dispute resolution calls

1 before a Wisconsin Commission staff member, CenturyTel, Inc.'s Wisconsin Operating  
2 Companies stated that if Charter wanted a Section 251 offering such as DA, Charter  
3 should start that process with a BFR so the Parties can negotiate the rates, terms and  
4 conditions. Instead, Charter began by making demands and threats that culminated into a  
5 PSC complaint. There was no BFR, no amicable negotiations. Ultimately, CenturyTel,  
6 Inc.'s Wisconsin Operating Companies offered and Charter agreed to interim terms for  
7 DL and to negotiate permanent terms for the same; and CenturyTel, Inc.'s Wisconsin  
8 Operating Companies also offered a DA solution to Charter that Charter admitted was a  
9 satisfactory resolution to its issue but never followed through to implement.

10 In the summer of 2007, Charter contacted me regarding a dispute in which  
11 Charter was submitting LNP orders to a CenturyTel, Inc. Texas Operating Company and  
12 CenturyTel stopped processing those orders because no agreement terms for LNP order  
13 submission existed. This dispute resulted in Charter grudgingly signing an amendment to  
14 the Texas agreement for LNP terms including the application of service order charges for  
15 processing LSRs for local number porting. If Charter truly believed that the charges were  
16 inappropriate, it could have appealed to the Texas PUC for relief. Charter did not do so.  
17 But despite having voluntarily signed the amendment that required payment instead of  
18 making a PUC appeal, Charter refused to pay and informal dispute negotiations were just  
19 concluded with no resolution.

20 **PURPOSE OF TESTIMONY**

21 **Q. What is the purpose of your testimony?**

22 A. The purpose of my testimony is to support CenturyTel's position and claim that the  
23 administrative charges for Charter's LSRs for number porting are lawful and agreed to,



1 and are due and owing to CenturyTel. My testimony is divided into four main parts:  
2 First, pages 9–12 provide a background of the dispute and the nature and basis of the  
3 charges that are the subject of this dispute. Second, pages 12–22 explain the nature of the  
4 services CenturyTel provides when processing Charter’s LSRs, why it is lawful for  
5 CenturyTel to charge for such services, and how such charges are customary in the  
6 industry. This argument is more fully addressed in briefs and motions filed by  
7 CenturyTel’s attorneys. Third, pages 23–33 address the contractual basis for  
8 CenturyTel’s LSR charges. Finally, pages 33–36 add background related to the  
9 jurisdictional basis for this dispute.

10 **Q. This dispute is over services that CenturyTel has billed Charter for that relate to the**  
11 **processing of LSRs is that correct?**

12 A. Yes.

13 **Q. What is an LSR?**

14 A. LSR stands for Local Service Request. LSRs are order forms that are submitted to  
15 CenturyTel when another carrier requests any type of local exchange services from  
16 CenturyTel. The carrier representative fills out the electronic LSR form with the  
17 information appropriate to the requested service then submits the LSR to CenturyTel’s  
18 provisioning group to perform the required work.<sup>1</sup>

19 **Q. What types of services are LSRs submitted for?**

20 A Many different types of services, including number porting, customer records searches,  
21 directory listing changes, resale of CenturyTel services, and the ordering of services for a  
22 CLEC’s own internal use.

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<sup>1</sup> When an end user wishes to place a service order, the end user contacts CenturyTel Customer Service and the CenturyTel Service Representative completes the LSR on the end user’s behalf.

1   **Q.     Who submits LSRs to CenturyTel?**

2   A.     Any telecommunications carrier that requires any local exchange service such as those  
3           that I just mentioned. Typically these are traditional CLECs, cable CLECs such as  
4           Charter or wireless carriers.

5   **Q.     Does CenturyTel incur any costs when it processes an LSR for a CLEC?**

6   A.     Yes. A CenturyTel employee spends a period of time reviewing, verifying and entering  
7           every LSR order. The process is quite involved.

8   **Q.     Does CenturyTel generally assess charges for processing CLEC LSRs?**

9   A.     Yes. The costs associated with the employees who perform this work can only be  
10          recovered from the cost causers – the CLECs who submit orders to CenturyTel.

11  **Q.     Does Charter submit LSRs to CenturyTel?**

12  A.     Yes. Charter regularly submits LSRs to CenturyTel, when it requests services such as  
13          those I previously described. CenturyTel then bills Charter for processing the LSRs.  
14          Furthermore, when Charter requests the porting of a number from CenturyTel, the  
15          Interconnection Agreement (“ICA”) expressly requires Charter to submit an LSR for this  
16          purpose.

17  **Q.     Is Charter current on its payments for LSRs it has submitted to CenturyTel?**

18  A.     No. This is not my area of expertise, and I would defer to Pam Hankins’ Direct  
19          Testimony on this point, but I believe that Charter presently owes CenturyTel  
20          \$128,844.45 in connection with LSRs Charter has submitted to CenturyTel in Missouri.

21  **Q.     Is it those charges that are the subject of this dispute?**

22  A.     Yes.

23  **Q.     Has Charter attempted to justify its failure to pay?**

1 A. Yes, in this proceeding Charter has alleged that most of the LSRs at issue involved  
2 Charter's submission of orders to port numbers, and makes the incorrect claim that  
3 charges for processing such LSRs are prohibited under the FCC's Cost Recovery Rule.  
4 Charter also claims that the parties' ICA does not require Charter to pay for processing  
5 LSRs that involve submission of an order to port a number.

6 **Q. Does CenturyTel assess charges for processing CLEC LSRs that order the porting**  
7 **of a number?**

8 A. Yes. It is CenturyTel's general policy to charge for processing an LSR regardless of the  
9 purpose of the LSR.

10 **Q. Let's begin with Charter's contention that the charges at issue are prohibited by the**  
11 **Cost Recovery Rule.**

12 A. Okay.

13 **Q. What is the Cost Recovery Rule?**

14 A. The Cost Recovery Rule is a common name that has been given to 47 CFR § 52.33. It  
15 establishes the procedure for carriers to offset certain costs incurred as a result of the  
16 federally-mandated portability requirements.

17 **Q. What does the Rule allow and prohibit?**

18 A. The rule allows carriers to recover costs directly related to the provision of long-term  
19 number portability through tariffed end-user charges. The rule has been interpreted as  
20 prohibiting ILECs from recovering from other carriers, costs that could be recovered  
21 under the permitted end-user charges.

22 **Q. What is it that Charter believes CenturyTel is doing wrong?**

1 A. Charter contends that CenturyTel is charging Charter for costs CenturyTel incurs that are  
2 directly related to providing long-term number portability.

3 **Q. Is that what CenturyTel is doing?**

4 A. No. Century Tel is charging Charter for the administrative services that CenturyTel  
5 performs in processing LSRs. The FCC has determined that charges for such services are  
6 not recoverable through the end-user charge authorized by the Cost Recovery Rule,<sup>2</sup>  
7 therefore CenturyTel has the right to bill Charter for them.

8 **Q. Can you describe the services that CenturyTel charges Charter for when a CLEC**  
9 **submits an LSR ordering the porting of a number?**

10 A. Assuming that the CLEC has already submitted a BFR to initiate porting and the required  
11 testing and account set up activities have been completed, a very brief description of this  
12 labor intensive process is as follows:

13 The CenturyTel provisioning representative must access CenturyTel's CLEC  
14 website to retrieve pending LSR orders. The representative then determines what kind of  
15 orders are pending and if any have already been assigned to another representative. An  
16 unassigned order is selected and reviewed to ensure all sections have been completed by  
17 the submitting CLEC.

18 The representative opens the end-user account in the billing system. The name on  
19 the LSR is double-checked against the account because an unauthorized party cannot port  
20 a number. The address is also verified. The porting end-user's account must be reviewed  
21 and checked to see if the Access Line Freeze has been added to the account or if  
22 something on the account will be affected by the port or otherwise needs to be addressed—

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<sup>2</sup> In the Matter of Telephone Number Portability, BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, Order, FCC 04-91

1 pricing plans, directory advertising and contracts, calling card, additional line, Web  
2 Access product, wireless, etc. CenturyTel requires that all of the end-user's services are  
3 addressed in the LSR. Anything not properly addressed must be referred back to the  
4 submitting CLEC.

5 If all information on the LSR is complete and correct, the order can be worked.  
6 The necessary order-entry activities then take place—typing in the due date, choosing  
7 Local Number Portability from the Reason Code drop-down list, choosing the company  
8 the customer is porting to from the Ported To drop-down list, checking the Billing and  
9 Records checkbox, completing the Contact information group box, entering detailed  
10 notes taken from the LSR, including account number, end-user name (name on Ensemble  
11 account), address, and telephone number and the company the end user is porting to.

12 The representative then opens the appropriate CenturyTel operating company  
13 account of the CLEC the customer is porting to and manually enters all of the  
14 information into that account. The information entered is all of the end-user account  
15 information and all relevant CLEC information needed to process the port and bill for the  
16 order.

17 If any errors appear, they must be identified and corrected. After the provisioning  
18 representative finishes all the order-entry work, the order is sent to the personnel who  
19 perform the actual port in accordance with the North American Numbering Council  
20 (“NANC”) porting procedures.

21 **Q. And this is What CenturyTel has charged Charter for?**

22 A. Yes.

23 **Q. And Charter has refused to pay these charges?**

1 A. Yes.

2 **Q. Is the process you described different from the actual porting of the number?**

3 A. Yes, completely different. As I just mentioned, after the provisioning representative  
4 finishes the administrative work, the actual porting of the number is performed by other  
5 personnel who coordinate with the national Number Portability Administration Center  
6 (“NPAC”). A simplified synopsis of this complicated process is that CenturyTel  
7 “releases” ownership of the number in NPAC, performs translations in its switch to now  
8 associate the number with the new provider’s Location Routing Number (LRN) for  
9 proper switching and routing purposes and the new provider “takes” ownership of the  
10 number from NPAC and puts the number in its own switch. There are specific  
11 timeframes and processes to be followed.

12 After receiving notification from NPAC that the number has been ported,  
13 CenturyTel issues or completes a Disconnect service order, and listing order if applicable,  
14 depending on the type of request. CenturyTel then sends an E-911 Unlock message to the  
15 third party responsible for the E-911 database administration. The Carrier sends an E-911  
16 Migrate message.

17 **Q. Is there any support for CenturyTel’s position that its charges are lawful?**

18 A. Yes. A non-recurring administrative service order fee may be lawfully assessed upon  
19 another carrier for any LSR, including those LSRs that request CenturyTel to transfer an  
20 end-user telephone number in connection with the end-user’s change of local exchange  
21 carrier. This is consistent with the Cost Recovery Rule.

22 **Q. Has the FCC provided any guidance on this issue?**

1 A. Yes. As I briefly referenced earlier, in a clarification order on Local Number Portability  
2 (“LNP”) costs that was released in 2004 (In the Matter of Telephone Number Portability,  
3 BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, Order, FCC 04-  
4 91), the FCC stated that carrier-specific costs that are not directly related to providing  
5 LNP are not recoverable through the tariffed end-user LNP charge. Rather, the FCC  
6 reaffirmed its previous conclusion that costs that are unrelated to providing number  
7 portability may be recoverable through other cost recovery mechanisms (In the Matter of  
8 Telephone Number Portability, Memorandum Opinion and Order on Reconsideration and  
9 Order on Application for Review, 17 FCC Rcd 2578).

10 In the Third Report and Order, the FCC concluded that carrier-specific costs that  
11 are directly related to providing number portability “are limited to costs carriers incur  
12 specifically in the provision of number portability services,” such as for the querying of  
13 calls and the porting of telephone numbers from one carrier to another. The FCC  
14 expressly concluded in at least three separate instances in the Third Report and Order that  
15 “carrier-specific costs directly related to providing number portability are limited to costs  
16 carriers incur specifically in the provision of number portability, such as . . . the porting  
17 of telephone numbers from one carrier to another.” In a separate order (Cost  
18 Classification Order, 13 FCC Rcd), the FCC later clarified the phrase “porting telephone  
19 numbers from one carrier to another” refers to “the systems for [1] uploading and  
20 downloading [location routing number] information to and from the regional Number  
21 Portability Administration Centers (“NPACs”) and for [2] transmitting porting orders  
22 between carriers.”

1   **Q.    You just said the FCC Order references the transmission of porting orders between**  
2       **carriers. Is CenturyTel is attempting to charge for the transmission of porting**  
3       **LSRs between Charter and CenturyTel?**

4    A.   No. The FCC Order refers to the costs of “systems” used “for transmitting porting  
5       orders.” The administrative costs associated with processing an LSR are not included in  
6       “transmittal system” costs. As the FCC further clarified in 2004 in the context of the  
7       BellSouth petition for declaratory ruling on LNP cost recovery, LSR costs do not  
8       constitute costs directly related to providing long-term number portability and are  
9       therefore not recoverable through the monthly, federally tariffed end-user LNP charge.  
10      The FCC reiterated that “fees for non-LNP-related services do not satisfy the [FCC]’s  
11      cost recovery standards for portability-related charges.”

12   **Q.    Do you know if the FCC shed any further light on what costs are recoverable from**  
13       **end users vs. carriers?**

14   A.   Yes. In both the cost recovery proceeding and the BellSouth Petition, the FCC was  
15       considering what costs associated with intermodal LNP would be recoverable from the  
16       LEC’s end-users through the monthly end-user charge. Just as Charter has disputed to  
17       CenturyTel, Verizon Wireless argued that BellSouth intended to improperly assess the  
18       CMRS carrier transaction-based charges whenever Verizon Wireless requested to port a  
19       telephone number from BellSouth to Verizon Wireless. Verizon Wireless urged the FCC  
20       to find that the costs were recoverable only through end-user charges. BellSouth  
21       responded that the transaction-based fees are imposed whenever a carrier submits a LSR  
22       to BellSouth, and that LSRs do not always involve the porting of a telephone number.  
23       For example, BellSouth argued, when a carrier seeks to order a line for resale, to



1 disconnect a local exchange service, or to port a number from BellSouth, the requesting  
2 carrier submits an LSR, and BellSouth imposes a transaction-based fee. BellSouth  
3 argued that the transaction fees were not specific to wireless LNP, and should not be  
4 considered “directly related” to the provision of wireless LNP. The FCC agreed with  
5 BellSouth that the LEC was prohibited from recovering transaction costs from the end-  
6 user LNP assessment.

7 **Q. So the FCC disagreed with Verizon Wireless’s assertion that BellSouth was unable**  
8 **to charge an administrative processing fee for handling porting LSRs?**

9 A. Yes. In the BellSouth Order, the FCC declined to rule for Verizon Wireless against  
10 BellSouth’s right to impose carrier-to-carrier fees, based on the FCC’s agreement that  
11 BellSouth’s LSR transaction fee was not directly related to providing number portability.  
12 Rather, the FCC concluded that BellSouth was correct in stating that the fees are  
13 unrelated to number portability, and agreed that the LSR charges should not be recovered  
14 through tariffed monthly end-user LNP charges—as Charter argues in its dispute—but  
15 should be recovered through other mechanisms. The other mechanism in this case is the  
16 service order charge.

17 **Q. Okay, let’s go back to the discussion of the FCC’s clarification of the costs**  
18 **recoverable from end users. Despite that FCC clarification, has Charter claimed**  
19 **that CenturyTel cannot bill Charter for service order processing because that is a**  
20 **cost that is supposed to be recovered in the monthly end-user LNP assessment?**

21 A. Yes, Charter has made that erroneous claim. Further, setting aside the FCC clarifications,  
22 which show that Charter’s interpretation is wrong, even if Charter was correct, Charter’s

1 claim is a non-issue, as the end user LNP assessment in these Missouri exchanges  
2 terminated in March of 2004.

3 **Q. Can you expound upon your last statement?**

4 A. Yes. In addition to Charter being wrong about service order administrative processing  
5 costs being identified as a cost to be included in the end-user assessment, the end-user  
6 assessments could only be billed for a five-year period pursuant to 47 CFR § 52.33. The  
7 assessment in Missouri was initiated by Verizon on March 10, 1999, prior to CenturyTel,  
8 Inc. acquiring the properties. The five-year assessment period thus ended in March 2004.  
9 The FCC has clarified that at the end of the five-year period, the continuing LNP-related  
10 costs are recoverable through normal rates and charges (CC Docket 95-116,  
11 Memorandum Opinion and Order and Order on Reconsideration and Order on  
12 Application for Review, 17 FCC Rcd 2578, released 2/15/02). What this means is that,  
13 *arguendo*, even if Charter correctly interpreted what was to be recovered in the end user  
14 charge, Charter's argument became moot back in March 2004, and CenturyTel was fully  
15 entitled to recover administrative service order processing costs via its normal methods  
16 after that date. The charges at issue in this proceeding have, of course, been assessed  
17 subsequent to March 2004.

18 **Q. Has this issue of charging for processing a porting LSR been before any other state**  
19 **Commission?**

20 A. Yes. In the context of an agreement arbitration between a CLEC (Sprint) and an ILEC  
21 (Consolidated) (Docket No. 31577), the Texas Public Utility Commission ruled that it is  
22 appropriate to recover administrative costs by charging a service order charge for  
23 processing a porting LSR. Consolidated argued that it should be allowed to charge a

1 service order charge for an LSR requesting the porting of a number, because the charge is  
2 for an administrative cost it incurs that is caused by Sprint. In agreeing with  
3 Consolidated, the arbitrators stated “each Party is entitled to impose a ‘just and  
4 reasonable’ charge to the other Party for porting a customer to that Party.” The  
5 Arbitrators also agreed that “the cost-causer should bear the costs of LSRs.”

6 **Q. Is charging a CLEC a fee for processing LSRs ordering the porting of a number**  
7 **consistent with other cost-recovery practices in the industry?**

8 A. Yes. The process of having the cost-causer pay for costs that they cause other carriers to  
9 incur is a fundamental part of regulated-telecommunications industry and there are an  
10 overwhelming number of examples of this precedent in applicable law and regulation.  
11 For example, there are the Part 69 regulations on Access Charges that include the  
12 assessment of charges upon all interexchange carriers that use local exchange switching  
13 facilities for the provision of interstate or foreign telecommunications services (69.5).

14 As another example, we know that the FTA requires non-rural incumbent LECs to  
15 provide unbundled network elements (UNEs) to competitive carriers but the FCC’s First  
16 Report & Order In the Matter of Implementation of the Local Competition Provisions in  
17 the Telecommunications Act of 1996 (FCC 96-325) makes it quite clear that the  
18 requesting competitors must pay the costs associated with unbundling (paragraphs 245  
19 and 314).

20 More closely related to this case, Part 52.33 (a) (2) of the Code of Federal  
21 Regulations permits local exchange carriers to charge a number portability query-service  
22 to carriers that send unqueried calls to the LEC on a prearranged or default basis.

1 **Q. Do other ILECs assess charges for processing CLEC LSRs that order the porting of**  
2 **a number?**

3 A. Absolutely. Based on research that I have personally conducted, many, if not most, do.  
4 For example, TDS, Wood County Telephone and Concord Telephone all charge Charter  
5 for porting LSRs in Wisconsin. I have also confirmed that AT&T, Verizon, and Qwest  
6 charge CenturyTel's CLEC affiliate for porting LSRs as well. Additionally, CLECs that  
7 CenturyTel charges charge CenturyTel in return when CenturyTel ports a number from  
8 those CLECs.

9 **Q. You stated earlier that CenturyTel charges CLECs with whom it is interconnected**  
10 **for processing LSRs that order the porting of a number? Do CLECs other than**  
11 **Charter pay these charges?**

12 A. Yes. And it is important to note, as I mentioned earlier, that Charter has paid these  
13 charges assessed by CenturyTel's non-rural affiliates in Wisconsin.

14 **Q. You said that other local exchange carriers charge Charter to process these LSRs.**  
15 **Do you know what Charter is paying other carriers?**

16 A. I know that in Wisconsin, the ICAs signed by Charter have rates of \$53.36 payable to  
17 Concord Telephone, \$41.58 payable to the non-rural CenturyTel Operating Companies  
18 and \$20 payable to TDS and Wood County Telephone.

19 **Q. Do you know what any other carriers charge?**

20 A. According to AT&T Bell South's current agreement template and a notification statement  
21 posted on its CLEC website, AT&T also does levy a charge of up to \$19.99 for  
22 processing LSRs associated with LNP. Additionally, depending on the state, AT&T  
23 BellSouth charges between \$20.21 and \$35.15 for subsequent order modifications. I

1 believe that Verizon and Qwest charge somewhere in the mid teens depending on the  
2 state, but I do not have a specific matrix of their rates.

3 **Q. If Charter is paying other carriers to process its porting LSRs, why is Charter**  
4 **claiming that it does not have to pay CenturyTel?**

5 A. Good question. I have no idea why Charter voluntarily agreed to pay some carriers but  
6 tries to fight CenturyTel tooth and nail on this same issue.

7 **Q. How can Charter claim that this charge is unlawful on the one hand yet be paying it**  
8 **elsewhere on the other hand?**

9 A. Again, a good question. I don't understand the inconsistency in its position.

10 **Q. In addition to its argument about the alleged illegality of the charges, is Charter also**  
11 **claiming that it shouldn't have to pay the charges because they are not provided for**  
12 **under the ICA?**

13 A. Yes. That is my understanding of Charter's argument.

14 **Q. The ICA at issue in this proceeding was negotiated between Charter and Verizon,**  
15 **correct?**

16 A. Yes. CenturyTel acquired the ICA when it acquired the Verizon property in Missouri.

17 **Q. Are the charges CenturyTel has billed to Charter provided for under the ICA ?**

18 A. Yes.

19 **Q. Can you explain where?**

20 A. The portion of the ICA that generally relates to prices for services provided by the parties  
21 is the Pricing Attachment. The general terms of the Pricing Attachment (Page 121 of the  
22 agreement) outline where the prices for services are derived from. It states:

23 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges

1 and prices for a Service.

2 1.2 Except as stated in Section 2 or Section 3, below, Charges for Services shall  
3 be as stated in this Section 1.

4 1.3 The Charges for a Service shall be the Charges for the Service stated in the  
5 Providing Party's applicable Tariff.

6 The pricing attachment thus makes clear that the charges for services are those set forth  
7 in the parties' tariffs. The service order processing charges are found in Section 5, Sheet  
8 4 of the CenturyTel of Missouri tariff. CLECs such as Charter can find these tarified  
9 service order charges on the CenturyTel CLEC website:

10 <http://business.centurytel.com/business/Wholesale/QuickLinks/tariffReferencesForServiceOrderCharges.jsp>

11 **Q. So the ICA provides that Charter is to pay the charges set forth in CenturyTel's**  
12 **Tariff?**

13 A. Yes. In fact, the Tariff is the first place that general pricing terms direct the parties to for  
14 determining the price for a service. Only if a rate is not found in the Tariff do the parties  
15 then look to see if there is a rate listed in the ICA.

16 **Q. What do those Tariffs provide?**

17 A. The tariffs provide for the charging of a service order charge for any and all order-  
18 processing work done to satisfy a request made of CenturyTel by another party. An LSR  
19 is the form used to place local exchange service orders between carriers. By the ICA  
20 terms therefore, the Service Order charges in the local exchange tariff apply to LSR  
21 service orders submitted by Charter for any and all order-processing work done to satisfy  
22 a Charter request. An initial service order charge is billed for the first order submitted by  
23 an entity on an individual account. Subsequent service order charges may be billed if that  
24 same entity issues subsequent service orders for the same individual account.

1   **Q.    Have you heard Charter attempt to claim that the General Exchange Tariff is an**  
2       **end-user tariff and does not apply to a CLEC like Charter?**

3   A.    Yes. That is a spurious claim. CLECs purchase services out of the General Exchange  
4        Tariffs every day and do so for a wide variety of purposes. But what makes Charter's  
5        claim truly nonsensical, however, is that the CenturyTel tariffs are incorporated and made  
6        a part of the CLEC Agreement that Charter voluntarily negotiated and signed. Further,  
7        the definition of "Tariff" in the Agreement encompasses all tariffs, it does not single any  
8        tariff out for exclusion. For Charter to claim, after-the-fact, that the General Exchange  
9        Tariff terms and rates do not apply when Charter agreed to incorporate those tariff terms  
10       and rates into the ICA is akin to Charter claiming that its contractual commitment does  
11       not apply because the Charter negotiator had his fingers crossed when he made the  
12       agreement.

13               Further, LSRs are by definition local exchange service orders. The General  
14       Exchange Tariff is the only place where a LEC establishes its local exchange charges and  
15       rates. It is entirely appropriate, therefore, to use the local exchange Service Order charge  
16       in the approved tariff to recover any cost associated with the administrative processing of  
17       a local exchange order submitted by any entity for any purpose.

18               In fact, as I mentioned earlier, the ICA requires that number porting requests be  
19       submitted by LSR. It thus follows that the charge for the LSR would be stated in the  
20       General Exchange Tariff.

21   **Q.    Are the Tariffs part of the ICA?**

22   A.    Yes. The General Terms and Conditions of the ICA state:

23               1. The Agreement

1 1.1 This Agreement includes: (a) the Principal Document; (b) *the Tariffs of each*  
2 *Party applicable to the Services that are offered for sale by it in the Principal*  
3 *Document (which Tariffs are incorporated into and made a part of this Agreement*  
4 *by reference)*[emphasis added]; and, (c) an Order by a Party that has been  
5 accepted by the other Party.

6 1.2 Except as otherwise expressly provided in the Principal Document (*including,*  
7 *but not limited to, the Pricing Attachment*), conflicts among provisions in the  
8 Principal Document, Tariffs, and an Order by a Party that has been accepted by  
9 the other Party, shall be resolved in accordance with the following order of  
10 precedence, where the document identified in subsection “(a)” shall have the  
11 highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order  
12 by a Party that has been accepted by the other Party. *The fact that a provision*  
13 *appears in the Principal Document but not in a Tariff, or in a Tariff but not in the*  
14 *Principal Document, shall not be interpreted as, or deemed grounds for finding, a*  
15 *conflict for the purposes of this Section 1.2*[emphasis added].

16 From the General Terms and Conditions, we see that the tariffs are incorporated into, and  
17 made a part of, the ICA and that the Parties have agreed that an applicable charge may be  
18 found in the tariff and does not have to be specifically identified in the Principal  
19 Document including the Pricing Attachment.

20 Q. **Are there other provisions in the ICA that confirm that Charter must pay these**  
21 **charges?**

22 A. Yes. We have already established that the CenturyTel tariffs are incorporated and made  
23 a part of the ICA. In addition to the tariff referenced above, the ICA demonstrates that



CenturyTel's Service Guide is also an incorporated Tariff by Agreement definition.  
Section 2.85 of the Agreement Glossary defines "Tariff" as follows:

2.85.1 Any applicable Federal or state tariff of a Party, as amended from  
time-to-time; or

2.85.2 Any standard agreement or other document, as amended from time-to-  
time, that sets forth the generally available terms, conditions and  
prices under which a Party offers a Service.

The CenturyTel Service Guide is CenturyTel's standard document that sets forth the  
generally available terms, conditions and prices under which CenturyTel offers services.

**Q. And does the CenturyTel Service Guide speak to the processing of porting LSRs  
and applicable charges?**

A. Yes. In the Local Number Portability Ordering Process section of the Guide it states:

☐ Service Order Charges

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

Carriers shall place order for number porting by submitting a local service request  
(LSR) to CenturyTel. A service order charge will be applicable when submitting a  
Local Service Request (LSR) for porting. The Service Ordering Charge covers the  
administrative order processing costs and is not associated with the recovery of  
any technical or materials costs that may be recovered through other charges. *The  
rate charged will either be the contracted rate from the Agreement or a tariffed  
service order charge* [emphasis added]. The Purchase Order Number (PON) will  
be the identification for an individual LSR for billing purposes. CenturyTel will

1 bill the service order charge for an LSR regardless if the LSR is later  
2 supplemented, clarified, or cancelled.

3 Tariffed service order charges are referenced on the Technical References page of  
4 this web site: [http://www.centurytel.com/WholesaleServices/technical\\_references/tech\\_refs.cfm](http://www.centurytel.com/WholesaleServices/technical_references/tech_refs.cfm)

5 **Q. Can Charter claim that the terms found in the Guide are not applicable because**  
6 **Charter did not agree or approve of these terms?**

7 A. No. We have clearly established that the Guide provides “generally available terms,  
8 conditions and prices under which a Party offers a Service” – in this case, LNP. Because  
9 the Guide does so, it is encompassed in the Agreement definition of “Tariff” to which  
10 Charter has voluntarily agreed. Further, not only does the definition state that the  
11 document will be “amended from time-to-time,” but the General Terms and Conditions  
12 make it quite clear that Charter’s approval is not required for any document that meets  
13 the definition of a “Tariff” under the Agreement–

14 1.3 This Agreement constitutes the entire agreement between the Parties  
15 on the subject matter hereof, and supersedes any prior or contemporaneous  
16 agreement, understanding, or representation, on the subject matter hereof.  
17 Except as otherwise provisioned in the Principal Document, the Principal  
18 Document may not be waived or modified except by a written document  
19 that is signed by the Parties. Subject to the requirements of Applicable  
20 Law, *a Party shall have the right to add, modify, or withdraw, its Tariff(s)*  
21 *at any time, without the consent of, or notice to, the other Party* [emphasis  
22 added].

1 35.2 Unless the context shall otherwise require, any reference to a Tariff,  
2 agreement, technical or other document (including Verizon or third party  
3 guides, practices or handbooks), or provision of Applicable Law, is to  
4 such Tariff, agreement, document, or provision of Applicable Law, as  
5 amended and supplemented from time to time (and, in the case of a Tariff  
6 or provision of Applicable Law, to any successor Tariff or provision).

7 **Q. Is Charter is claiming that the ICA expressly provides that Charter will not be**  
8 **charged a fee for LSRs that order the porting of numbers?**

9 A. Not that I am aware of. Nor could Charter make such an argument. There is nothing in  
10 the ICA to indicate that Charter is going to get these services for free. Charter simply  
11 argues, wrongly, that the ICA is silent on what charge would be imposed, and that no  
12 charge can thus be imposed. Contrary to Charter's argument, section 15.2 of the ICA  
13 plainly states that the submittal of an LSR is the mechanism by which an order to port is  
14 to be initiated.

15 **Q. Is it reasonable to argue that because the ICA is silent on the charge to be assessed,**  
16 **no charge can be imposed?**

17 A. No. There are three problems with Charter's argument. First, as I discussed earlier, the  
18 ICA does provide for charges for the LSRs at issue here. Second, when the parties intend  
19 not to charge for services, the ICA will contain an express provision for not charging.  
20 Third, even if the ICA is silent, Charter otherwise implicitly agreed to the charges.

21 **Q. Does the ICA contain any language stating that no charge will be imposed for LSRs**  
22 **that order the porting of a number?**

1 A. No. And it is common practice for carriers to bill charges for the processing of LSRs. If  
2 there was to be no charge for processing a specific type of LSR, such as a porting LSR,  
3 then the Agreement would say there would be no charge. It does not say so.

4 **Q. Can you provide the Commission with an example of where the ICA references**  
5 **circumstances where there will be no charge for a service provided?**

6 A. Yes. Section 4.2 of the Additional Services Attachment states that certain Directory  
7 Listing information will be provided to Charter at no charge, and Section 4.9 states that  
8 Verizon [CenturyTel] will list Charter's contact information in the Customer Guide  
9 section of the phone book at no charge to Charter. Additionally, Section 7.3.7 of the  
10 Interconnection Attachment states that no local reciprocal compensation charges can be  
11 billed for Voice Information Service traffic. Section 7.3.2 provides that no reciprocal  
12 compensation charges can be billed for Internet Provider traffic. There are other  
13 examples that I could list. Section 15.2 of the ICA, that does relate to procedures for  
14 porting with Charter, does *not* provide that no charge shall be assessed for LSR's  
15 associated with the porting procedure.

16 **Q. You said that, in addition to its express agreement in the ICA, Charter also**  
17 **implicitly agreed to the charges?**

18 A. Yes. Charter has been aware all along that CenturyTel, like other carriers, charges for the  
19 services that it provides. Knowing that CenturyTel charges for administrative costs  
20 associated with processing LSRs that order number porting, Charter continued to submit  
21 such LSRs. By doing so Charter agreed to pay the charges. While Charter may have  
22 incorrectly believed that the charges were unlawful, it took the risk that the charges  
23 would be found to be lawful, when it chose to continue to request services from

1 CenturyTel without first successfully challenging the lawfulness of the charges that  
2 Charter knew would be imposed.

3 **Q. How do you know that Charter was aware that CenturyTel charged for the services**  
4 **at issue?**

5 A. We told them from day one. Further, the ICA and the Service Guide both indicate that  
6 Charter will have to pay charges associated with the processing of the LSRs. Also,  
7 Charter submits LSRs to CenturyTel by accessing a web-based entry portal. Directly  
8 above the “Start Order” button is the following message: “NOTE: CenturyTel will assess  
9 a service order charge for every order submitted as stated in our Service Order Guide.”  
10 Thus, there is no way for Charter to order services without being on notice of the charges.  
11 CenturyTel’s bills also put Charter on notice of the charges. Finally Charter has paid the  
12 charges previously, albeit under protest, in connection with the 2004 dispute. During that  
13 dispute CenturyTel explained its position and made it abundantly clear that it expected to  
14 be paid for its services.

15 **Q. Is there any other reason apart from Charter’s express and implied agreements,**  
16 **why Charter should be required to pay CenturyTel for its services?**

17 A. Yes. Even if Charter had not expressly and implicitly agreed to the charges, it clearly  
18 knew and appreciated that CenturyTel incurred costs in connection with processing the  
19 LSRs, and accepted and received a benefit from such services knowing that CenturyTel  
20 expected to be paid for them. These facts would justify requiring Charter to pay  
21 CenturyTel’s charges, even in the absence of the express and implied agreements I  
22 discussed previously. To not pay for accepted and received benefit constitutes unjust  
23 enrichment at CenturyTel’s expense.

1 Q. **So if I can summarize your testimony, CenturyTel's charges are lawful and Charter**  
2 **is obligated to pay them?**

3 A. Yes.

4 –According to the FCC, CenturyTel, like all carriers, has the legal ability to charge for  
5 processing LSRs including those sent to order the porting of a number,

6 –The Agreement between CenturyTel and Charter clearly incorporates both the filed  
7 tariffs and the Service Guide,

8 –The Agreement clearly contemplates that every valid charge does not have to be  
9 specifically identified in the Principal Document if one is identified in an incorporated  
10 document,

11 –The incorporated documents clearly state that a charge will be made for this purpose and  
12 identify where that charge will be found in the tariff, and

13 –Exceptions to any levying of charges are specifically stated in the Agreement—with this  
14 subject not being a listed exception.

15 –Additionally, Charter receives notice of the charge every time it accesses the ordering  
16 system.

17 –Finally, Charter implicitly agreed to the charges, and has received a benefit from  
18 CenturyTel's services without paying for them.

19 Q. **In addition to the issues we discussed relating to whether the charges at issue were**  
20 **lawful and authorized, did this proceeding also initially have a jurisdictional**  
21 **component?**

22 A. Yes, Charter's complaint with the Commission was premature and in violation of its  
23 dispute resolution obligations under the ICA. However, CenturyTel recognizes that these

1 issues need to be resolved in one forum or another, and does not intend to further pursue  
2 its jurisdictional challenge.

3 **Q. For orientation purposes, can you briefly explain why Charter's complaint was in**  
4 **violation of the ICA?**

5 A. Yes. Charter's complaint was filed in response to CenturyTel's notice that it intended to  
6 suspend service for Charter's failure to pay LSR charges following the 2004 dispute that I  
7 referred to previously. Section 12 of the ICA gives CenturyTel that right. Rather than  
8 dispute the charges under the ICA, Charter filed a complaint with the Commission.

9 Section 14 of the parties' Interconnection Agreement relates to dispute resolution.  
10 It requires the parties to enter into good faith negotiations of all disputes, prior to  
11 pursuing remedies that would otherwise be available to them, including initiating a claim  
12 before this Commission. Despite this provision, the amounts that Charter has failed to  
13 pay in this matter have not been subjected to the good faith negotiation process set forth  
14 in Section 14. Charter thus failed to satisfy a condition precedent to pursuing an action  
15 before the Commission.

16 **Q. Did Charter explain why it didn't follow the ICA?**

17 Yes. Charter argues that the current charges were disputed as part of the 2004 dispute  
18 resolution process, and that it thus complied with Section 14 prior to filing its complaint.

19 **Q. Are the charges at issue in this proceeding part of the 2004 dispute?**

20 A. No. They are the same type of charges, but the charges at issue in the 2004 dispute were  
21 resolved through Charter's payment. The 2004 dispute involved approximately  
22 \$64,867.61 in LSR charges that Charter incurred, and had refused to pay. The parties  
23 exchanged a significant amount of correspondence leading up to the dispute, and

1 throughout the dispute resolution process. During that process, Charter agreed to pay the  
2 disputed charges, under protest. Thereafter, the parties engaged in dispute resolution that  
3 culminated in a September, 2004 telephone conference. During that phone call, Charter  
4 argued, as it does here, that LSR charges relating to requests for number porting are  
5 contrary to the law, and not authorized by the parties' agreements. The result of that  
6 phone conference was CenturyTel's sustaining of its charges, and refusal to refund  
7 Charter's payment.

8 Charter did not take advantage of its right to escalate the dispute under the ICA,  
9 or take any further action with regard to that dispute, despite the fact that it had  
10 previously threatened to initiate a lawsuit or take other legal action against CenturyTel if  
11 it did not immediately refund the payment. Because Charter did not exercise its right to  
12 take further action to challenge the charges, the dispute over the charges that were then at  
13 issue was resolved.

14 Although CenturyTel had made clear its position that it was entitled to payment  
15 for the LSRs, Charter continued to submit LSRs for number porting, knowing full well  
16 that CenturyTel expected payment. Charter claims to have disputed the LSR charges on  
17 a monthly basis. But this is inaccurate. In order to dispute a charge under the agreement,  
18 the parties must take certain enumerated steps. Section 9 of the parties' Interconnection  
19 Agreement relates to billing and payment disputes. Section 9.3 makes clear that the  
20 dispute resolution process set forth in Section 14 applies to billing disputes. Section 14.1  
21 contains a specific procedure for initiating the dispute resolution process. To do so, the  
22 disputing party must provide the other party with written notice of the dispute, including  
23 both a detailed description of the dispute and the name of the individual who will serve as



1 the initiating party's representative in the negotiation. Although the parties eventually  
2 complied with this process in connection with the 2004 dispute, Charter never initiated a  
3 dispute with regard to the charges presently at issue in this matter.

4 **Q. Because the unpaid charges incurred after the 2004 dispute resolution process were**  
5 **not part of the 2004 dispute, did CenturyTel have a right to suspend service?**

6 A. Yes. The ICA gives CenturyTel the right to suspend the provision of services upon  
7 Charter's failure to make the payments, without any obligation to invoke the Section 14  
8 dispute resolution process prior to doing so. Section 12 of the ICA permits CenturyTel  
9 to suspend services in the event that Charter fails to make a required payment. It can  
10 invoke that right simply by providing Charter with 30 days written notice of its default.  
11 CenturyTel provided such notice to Charter on July 11, 2007. Thus, by sending that  
12 letter, CenturyTel was simply exercising its contractual right to stop funding Charter's  
13 business by carrying a growing debt, in excess of \$120,000.

14 **Q. So, with regard to the jurisdictional issue, it was inappropriate for Charter to file its**  
15 **complaint without invoking the dispute resolution process, but in the interest of**  
16 **resolving the issues raised in this proceeding, CenturyTel has chosen not to pursue**  
17 **its jurisdictional challenge further?**

18 A. That's correct.

19 **Q. Does this conclude your direct testimony?**

20 A. Yes, it does.