

Exhibit No.: \_\_\_\_\_  
Witness: Ted Schremp  
Type of Exhibit: Surrebuttal Testimony  
Sponsoring Party: Charter Fiberlink, LLC  
Case No.: LC-2008-0049  
Date Testimony Prepared: March 14, 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**

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

**March 14, 2008**

**FILED<sup>2</sup>**

**APR 23 2008**

**Missouri Public  
Service Commission**

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

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

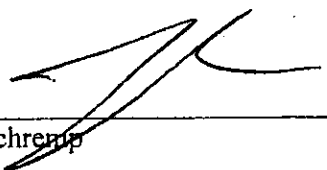
Complaint of Charter Fiberlink-Missouri LLC                     )  
Seeking Expedited Resolution and Enforcement of            )  
Of Interconnection Agreement Terms Between                )  
Charter Fiberlink-Missouri, LLC and CenturyTel             )  
of Missouri, LLC.   )  
Case No. LC-2008-0049

**AFFIDAVIT OF TED SCHREMP**

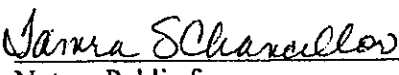
**STATE OF MISSOURI**                     )  
  ) ss.  
**COUNTY OF ST. LOUIS**                )

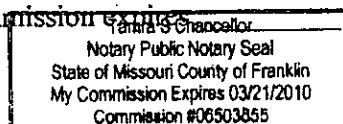
Ted Schremp, being first duly sworn on his oath, states:

1. My name is Ted Schremp. I am presently SVP Product Management and Strategy for Charter Fiberlink-Missouri, LLC, complainant in the referenced matter.
2. Attached hereto and made a part hereof for all purposes is my surrebuttal 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 Schremp

Subscribed and sworn before me this 14<sup>th</sup> day of March, 2008.

  
\_\_\_\_\_  
Notary Public for \_\_\_\_\_ County, Missouri  
My Commission Expires \_\_\_\_\_



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1 **I. INTRODUCTION**

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

5  
6 **A.** My name is Ted Schremp. I am the Senior Vice President and General Manager  
7 of Charter Fiberlink, LLC. My business address is 12405 Powers Court Drive, St.  
8 Louis, Missouri.

9 **Q. ARE YOU THE SAME TED SCHREMP THAT SUBMITTED DIRECT,**  
10 **AND REBUTTAL, TESTIMONY IN THIS PROCEEDING?**

11 **A.** Yes.

12 **II. SUMMARY**  
13

14 **Q. WHAT IS THE PURPOSE OF THIS SURREBUTTAL TESTIMONY?**

15  
16 **A.** The purpose of my surrebuttal testimony is to respond to several erroneous  
17 statements and assertions made in the rebuttal testimony of the two CenturyTel of  
18 Missouri, LLC ("CenturyTel") witnesses, Mr. Guy E. Miller and Ms. Pam  
19 Hankins.  
20

21 **III. RESPONSES TO REBUTTAL TESTIMONY OF CENTURYTEL**  
22 **WITNESS MR. MILLER**

23  
24 **A. Actions of Other Carriers**

25  
26 **Q. MR. MILLER ASSERTS THAT YOUR STATEMENT THAT OTHER**  
27 **CARRIERS DO NOT ASSESS THESE CHARGES IS INCORRECT. (Page**  
28 **3, Line 12) HOW DO YOU RESPOND?**

29  
30 **A.** Well, before I respond I think we need to remember that this case is not about  
31 what other carriers do, or do not, charge. Instead, the question is whether

1 CenturyTel has breached the Interconnection Agreement (or "Agreement") by  
2 assessing charges for responding to Charter's port requests. There is no dispute  
3 that CenturyTel has assessed these charges, so the question for the Commission to  
4 answer is whether they have a right to do so under the Agreement. As I have  
5 previously testified, there is no provision in the Agreement that authorizes these  
6 charges. And the PSC Staff Witness, Mr. Voight, also testified that there is no  
7 provision in the Agreement that authorizes CenturyTel's charges. (Voight  
8 Rebuttal Testimony at page 14, lines 4 - 9). In addition, Mr. Voight explained  
9 that it is not reasonable to conclude that the Parties intended to incorporate  
10 CenturyTel's local exchange tariff, or its service guide into the Agreement. (*Id.* at  
11 pages 7 - 13). As such, it is clear that CenturyTel has breached the terms of the  
12 Agreement by assessing these porting charges on Charter.

13 As to the question of whether other carriers assess these charge; I can tell you that  
14 in a recent filing at the FCC Verizon stated unequivocally that it does not assess  
15 service order charges when other carriers submit a port request to Verizon.

16  
17  
18 **Q. PLEASE EXPLAIN.**

19  
20 **A.** There is a new proceeding at the FCC considering certain issues related to local  
21 number portability. The issue in that case, whether certain retention marketing  
22 activities by Verizon are lawful, is different from the issue in this case. But the  
23 background in that case is instructive as to the process for number porting.  
24 Specifically, I would note that when Verizon discussed its number porting  
25 practices, it specifically stated that it does not assess charges on other carriers

1 when responding to a number porting (or LNP) request. Verizon explained its  
2 position as follows:

3 "[o]rdinarily, when a carrier submits an LSR for purposes of  
4 ordering a service or facility from Verizon, there is a charge  
5 associated with processing the LSR (in addition to whatever  
6 charges are imposed for the service). In the case of LNP-only  
7 LSRs, however, *Verizon does not impose any charge* either for its  
8 role in the LNP process *or for processing LSRs.*"<sup>1</sup>

9  
10 So this clearly shows that Mr. Miller is not correct that all other carriers assess  
11 these charges. And, as Mr. Miller points out in his rebuttal testimony, the  
12 Agreement was originally between Verizon and Charter. Since Verizon does not  
13 assess charges for porting, or for processing LSRs for porting, it seems unlikely  
14 that they would have intended for their interconnection agreements (and this  
15 Agreement in particular) to give them the right to assess such charges.

16  
17 **Q. DOES THAT CASE OFFER ANY OTHER INSIGHT INTO THIS**  
18 **DISPUTE?**

19  
20 **A.** Yes. Mr. Miller argues that when CenturyTel ports a number to Charter it is  
21 providing a service, for which is entitled to compensation. (Miller Rebuttal at  
22 page 11, lines 8-23). But Verizon, in its latest filing in the FCC case, says that  
23 when it ports a number to another carrier it is not providing a telecommunications  
24 service to that carrier.<sup>2</sup> And that position is consistent with our view that when  
25 CenturyTel ports numbers to Charter it does so because it has a federal statutory  
26 obligation to do so, and that it is not appropriate to then attempt to characterize  
27 these actions as providing a "service" to Charter.

<sup>1</sup> Answer of Verizon Communications, EB-08-MD-002 at ¶ 14 (filed Feb. 21, 2008).

<sup>2</sup> *Id.* at 38.

1    **B.    Incorporating CenturyTel's Local Exchange Tariff and Service Guide**

2  
3    **Q.    MR. MILLER ARGUES THAT THE INTERCONNECTION**  
4    **AGREEMENT, BY DEFINITION, INCORPORATES "ALL TARIFFS,**  
5    **WITHOUT EXCLUSION." (Page 4, Line 18) DO YOU AGREE?**  
6

7    **A.**    No, I don't. First, there is no specific language in the Agreement which indicates  
8           that the Parties intended to incorporate CenturyTel's local exchange tariff. As the  
9           Commission Staff's witness, Mr. Voight, testified, that is not surprising since the  
10          local exchange tariff sets forth rates, terms and conditions of services provided to  
11          end users, not other providers. As I have previously testified, Charter is a co-  
12          carrier and does not purchase or lease any retail end user local exchange services  
13          from CenturyTel.

14          Second, Mr. Miller's argument doesn't make sense to me. He seems to be saying  
15          that the Agreement incorporates the local exchange tariff, because it does not  
16          specifically exclude the tariff. Specifically, he says that "nowhere in the ICA do  
17          the terms exclude any tariff, much less the Local Exchange Tariff by name."  
18          (Miller Rebuttal Testimony at page 4, lines 16-17). The problem with this  
19          statement is that, as I understand it, under Missouri law tariffs are only  
20          incorporated if they are *specifically* identified in the Agreement. That is not the  
21          case here, and CenturyTel specifically admits that. (Miller Rebuttal Testimony at  
22          page 5, lines 5-6). Mr. Voight also notes that "use of tariffs in this manner must  
23          be *expressly* set forth in Commission-approved interconnection agreements.  
24          (Voight Rebuttal at page 9, lines 20-21) (emphasis in original).

25          Third, Mr. Miller never explains why we would agree to this approach. He does  
26          not answer the fundamental question I raised in my earlier testimony: why would

1 Charter agree to be bound by a contract that does not authorize these charges, but  
2 at the same time agree that the other party to the Agreement (CenturyTel) could  
3 incorporate its tariffs as a means of assessing these charges? Charter would never  
4 agree to that concept. That just is not rational.

5  
6 **Q. DO YOU AGREE WITH MR. MILLER'S ASSERTION THAT THE**  
7 **DEFINITION OF TARIFF INCORPORATES "ALL TARIFFS, WITHOUT**  
8 **EXCLUSION"?**

9  
10 **A.** No. If that were true, then the Agreement would incorporate each of the Parties'  
11 many tariffs. There is no reason that the Agreement should incorporate every  
12 tariff that each Party maintains, they are simply not relevant to what is required  
13 under the Agreement. Mr. Miller's assertion that the definition of tariff  
14 "incorporates all tariffs, without exclusion" just does not make sense since there  
15 would be no reason to do so.

16  
17 **Q. MR. MILLER ALSO TESTIFIES THAT THE AGREEMENT**  
18 **INCORPORATES CENTURYTEL'S SERVICE GUIDE. (Page 7, Lines 17-**  
19 **20) HOW DO YOU RESPOND?**

20  
21 **A.** I disagree, for several reasons. First, Mr. Miller admits that the Agreement does  
22 not specifically incorporate the Service Guide. He testifies that: "CenturyTel  
23 stipulates that it did not negotiate any *specific* reference to the CenturyTel Service  
24 Guide in [the] ICA." (Miller Rebuttal at page 5, lines 5-6) (emphasis in original).  
25 I have been informed that in Missouri if a contract is going to be construed to  
26 incorporate other documents, it must specifically identify those other documents.  
27 CenturyTel is telling us just the opposite is true here, that when there is no  
28 specific reference to a document it can be brought into the Agreement. In this case

1 there is no specific reference to Service Guide so it can not be incorporated into  
2 the Agreement.

3 Second, Mr. Miller argues that the ICA "reflects Verizon's intent regarding the  
4 applicability of a Guide." (Miller Rebuttal at page 5, line 8). There is simply no  
5 specific reference to a Verizon "Guide" in the Agreement, which tells me that Mr.  
6 Miller's statement is not accurate. There is no evidence that Verizon "intended"  
7 to incorporate a Guide, because if that was Verizon's intent, it would have stated  
8 so in the Agreement. They did not. And as Mr. Miller points out in footnote 8 on  
9 page 5 of his Rebuttal testimony, Verizon knows how to incorporate a Guide, if it  
10 intends to do so. Mr. Miller's very own testimony fully supports Charter's  
11 position on this point. Verizon specifically referenced documents to be  
12 incorporated where it desired to accomplish incorporation. Clearly, in this case,  
13 there was no intention to incorporate a Guide into the Agreement  
14

15 **Q. MR. MILLER STATES THAT THE INTENT TO INCORPORATE A**  
16 **GUIDE IS EVIDENCED BY THE VERY BROAD DEFINITION OF A**  
17 **"TARIFF" UNDER THE AGREEMENT. IS THAT RIGHT?**

18  
19 **A.** It is not. Where Verizon wanted to incorporate a Guide, it clearly knew how to  
20 do so. Again, footnote 8 of page 5 of Mr. Miller's own Rebuttal testimony points  
21 to other Verizon agreements that demonstrate an intent to incorporate their Guide,  
22 and in those agreements a Guide was specifically referenced. And, as I have  
23 already noted, other documents can only be incorporated if they are specifically  
24 identified in the contract, not by simply defining a single document (tariff) so  
25 broadly as to include every other conceivably applicable document.

1 **Q. BUT IF THE SERVICE GUIDE SETS FORTH GENERALLY**  
2 **APPLICABLE TERMS, CONDITIONS, AND PRICES, DOESN'T THAT**  
3 **MEAN IT SHOULD BE TREATED LIKE A TARIFF, AS MR. MILLER**  
4 **ARGUES?**

5  
6 **A.** No. Remember that the CenturyTel Service Guide is not filed with any State  
7 commissions, and therefore has never been subject to the scrutiny or review of a  
8 regulatory body that can ensure that the rates, terms and conditions are just and  
9 reasonable. CenturyTel freely admits that this is the case. *See* CenturyTel  
10 Response to Charter Data Request No. 42, attached hereto as TS Schedule 2. This  
11 means it would be improper to treat the Service Guide as analogous to a tariff, or  
12 as otherwise an incorporated part of the contract, because it is a document that  
13 CenturyTel has unilaterally drafted and imposed upon Charter, without any  
14 negotiation, regulatory oversight, or approval.

15  
16 **Q. DO YOU HAVE ANY OTHER CONCERNS WITH MR. MILLER'S**  
17 **ASSERTION THAT CENTURYTEL'S SERVICE GUIDE IS BINDING**  
18 **UPON CHARTER?**

19  
20 **A.** Yes. As I explained in my direct testimony, we have reason to believe that the  
21 Service Guide was modified after Charter entered into this Agreement, to  
22 unilaterally insert the language with respect to service order charges for porting  
23 requests. When we asked CenturyTel to provide earlier versions of the Service  
24 Guide, they provided us copies of the Service Guide dating back to July of 2006.  
25 However, an earlier version of the Guide, dated April, of 2005, does not include  
26 those charges. *See* TS Schedule 1. Therefore, it appears that CenturyTel only  
27 added these charges some time *after* April, 2005, probably in July of 2006. If that  
28 is the case, then even if the Service Guide were incorporated into the Agreement

1 (which we do not believe is accurate), there were no charges until late 2006. That  
2 would mean that even if Charter were liable for these charges, and Charter  
3 maintains that it is not, the liability would only arise as of late 2006.

4 But even if this were not the case, as I previously suggested, it would be  
5 unreasonable, and patently unfair, for this Commission to conclude that  
6 CenturyTel could use its Service Guide as a means of imposing liability for  
7 charges upon Charter, where such liability was not made part of the original  
8 agreement. If that result were allowed to stand why would the Parties would enter  
9 into a contract in the first place, if one Party could unilaterally modify the  
10 obligations of that contract by drafting a "standard document" with additional  
11 rates, terms and conditions?  
12

13 **C. Assertions Regarding Alleged Costs**

14 **Q. MR. MILLER ALSO ARGUES THAT CHARTER IS THE "COST-**  
15 **CAUSER" AND THAT CENTURYTEL SHOULD NOT BE ENTITLED TO**  
16 **RECEIVE SERVICES FOR "FREE." (Page 2, Lines 18-20, and Page 3,**  
17 **Lines 1-3) HOW DO YOU RESPOND?**  
18

19 **A.** This is not the first time that CenturyTel has raised costs as a basis for their  
20 charges. In fact, in Mr. Miller's direct testimony he repeatedly asserted that their  
21 charges are intended to recover their costs of responding to port requests from  
22 Charter. Specifically, on page 18 of his Direct Testimony, Mr. Miller argues that  
23 CenturyTel is "entitled to recover administrative service order processing costs"  
24 from Charter. (Miller Direct at Page 18, Lines 14-16).

25 The problem with Mr. Miller's argument, however, is that we have no way of  
26 knowing whether or not these charges have any relationship to CenturyTel's

1       alleged costs. We know this because in recent discovery responses CenturyTel  
2       has admitted that it has no information about what its alleged costs are, and that it  
3       has not performed any cost studies to determine what its alleged costs may be.  
4       See CenturyTel Response to Charter Data Request Nos.2, 8, and 18, attached  
5       hereto as TS Schedule 2.

6  
7       **Q. HAS CENTURYTEL PROVIDED ANY EVIDENCE TO SUPPORT MR.**  
8       **MILLER'S CLAIM THAT CENTURYTEL'S PORTING CHARGES**  
9       **RECOVER ITS ADMINISTRATIVE SERVICE ORDER PROCESSING**  
10       **COSTS?**

11  
12       **A.** No, CenturyTel did not provide any evidence to support Mr. Miller's claim that  
13       CenturyTel's charges are intended to recover the alleged administrative costs that  
14       it incurs when processing port requests. When Charter inquired (via data  
15       requests) into the nature of the costs that CenturyTel allegedly incurs when  
16       processing port requests, CenturyTel responded that it does not know its costs,  
17       (and that it has never conducted a cost study to accurately identify its costs).

18  
19       **Q. PLEASE EXPLAIN.**

20  
21       **A.** Neither Mr. Miller, nor CenturyTel, have been able to identify (let alone explain  
22       the basis for) the costs that CenturyTel allegedly incurs when fulfilling its number  
23       porting obligations. In fact, in a recent discovery response CenturyTel  
24       unequivocally stated that "[a]s to Charter's request for an explanation of how  
25       those [service order] rates [for the provision of LNP] are calculated, such rates are  
26       inherited rates. To the extent that any specific cost study went into the  
27       calculation, such study would have been performed by Verizon. The rates

1 themselves were agreed to between Charter and Verizon, and later inherited by  
2 CenturyTel." See CenturyTel Response to Charter Data Request Nos.7, attached  
3 hereto as TS Schedule 2.

4 But that statement is not supported by fact. There is no evidence that Verizon  
5 actually prepared a cost study. And CenturyTel's suggestion that the burden  
6 should rest upon Verizon for conducting such a cost study for rates that  
7 CenturyTel has been assessing upon Charter for the past four years simply does  
8 not make sense. CenturyTel can not have it both ways. On the one hand, Mr.  
9 Miller argues that CenturyTel's charges recover the costs that it allegedly incurs  
10 when processing porting requests. But when asked about those costs, CenturyTel  
11 claims that it doesn't know what costs (if any) that it may incur.

12  
13 **Q. DO YOU AGREE THAT THE RATES FOR PROCESSING PORTING**  
14 **REQUESTS THAT MR. MILLER ARGUES ARE APPLICABLE TO**  
15 **CHARTER WERE INHERITED BY CENTURYTEL FROM VERIZON?**  
16

17 **A.** No. Despite CenturyTel's attempt to divert the Commission's attention away  
18 from the fact that it has failed to conduct a cost study, there is simply no provision  
19 in the original Agreement (between Charter and Verizon) that sets forth a rate for  
20 number porting. If Verizon did not establish a rate in the Agreement for number  
21 porting, how could CenturyTel have "inherited" a rate from Verizon when such a  
22 rate did not exist at the time that the Agreement was assigned to CenturyTel?

23  
24 **Q. DO YOU HAVE ANY FURTHER CONCERNS ABOUT THE VARIOUS**  
25 **THEORIES THAT CENTURYTEL HAS ASSERTED TO JUSTIFY ITS**  
26 **ATTEMPTS TO IMPOSE CHARGES FOR PROCESSING PORTING**  
27 **REQUESTS?**  
28

1 A. Yes. I think it is telling that not only have the rates assessed upon Charter for  
2 processing port requests changed since CenturyTel's assumption of the  
3 Agreement, but CenturyTel's alleged basis for imposing such rates seems to have  
4 evolved as well. As I have previously testified, CenturyTel has not attempted to  
5 assess a consistent rate upon Charter throughout the term of the Agreement. A  
6 brief review of the various theories that CenturyTel has claimed to support its  
7 attempts to impose a porting charge upon Charter makes clear that CenturyTel has  
8 manipulated its arguments in order to justify its rates.

9 First, from approximately late 2003 to mid-2007 CenturyTel assessed a porting  
10 charge of \$19.78 upon Charter, which reflected a UNE rate (for a switch Port  
11 Feature), as the basis for the charge. Charter repeatedly explained to CenturyTel  
12 that applying a UNE rate to Charter made no sense because Charter does not lease  
13 UNE's from CenturyTel. Despite repeated discussions between the parties to  
14 address CenturyTel's error, it took CenturyTel well over four years to  
15 acknowledge and accept that it had no basis for assessing that rate.

16 Then in mid-2007, CenturyTel began assessing a rate of \$23.44 and \$23.88 (the  
17 rate allegedly varies depending on the location of the order). CenturyTel claims  
18 that these rates are applicable to Charter because they are set forth in  
19 CenturyTel's Local Exchange Tariff. Again, Charter has explained (as detailed in  
20 my earlier testimony) that it does not purchase or lease any retail end user local  
21 exchange services from CenturyTel, so its Local Exchange Tariff is inapplicable  
22 to Charter.

23

1     **D.     Other Issues in Mr. Miller's Testimony**

2     **Q.     HOW DO YOU RESPOND TO MR. MILLER'S ASSERTION THAT**  
3     **CHARTER OPERATED UNDER THE AGREEMENT FOR FIVE YEARS,**  
4     **WITHOUT CHALLENGING CENTURYTEL'S ATTEMPT TO IMPOSE**  
5     **THESE CHARGES?**

6  
7     **A.**     It is simply untrue. As Mr. Miller knows well, the Parties have been engaged in  
8             formal and informal dispute resolution processes for the last four years (since the  
9             summer of 2004). And Charter has consistently, and clearly, raised its dispute of  
10            these charges to CenturyTel's management, including Mr. Miller himself. Once  
11            we disputed the charges, the burden shifted to CenturyTel to demonstrate its right  
12            to impose these charges. Unfortunately, rather than take its case to the  
13            Commission, CenturyTel attempted to unilaterally disconnect Charter when this  
14            billing dispute came to a head in August of 2007. A copy of one of Charter's  
15            early dispute statements, in which Charter detailed its basis for disputing these  
16            charges, is attached to my direct testimony as TS Schedule 1.

17  
18    **Q.     MR. MILLER ALSO ARGUES (Page 8, Lines 9-12) THAT BECAUSE**  
19    **THERE IS NO PROVISION IN THE AGREEMENT THAT PROHIBITS**  
20    **THESE CHARGES, IT IS REASONABLE TO CONCLUDE THAT THE**  
21    **AGREEMENT ALLOWS THESE CHARGES. DO YOU AGREE?**

22  
23    **A.**     No. There is no provision in the Agreement that authorizes CenturyTel's service  
24             order charges for number porting. As I previously testified, CenturyTel, does not  
25             (and can not) argue that these charges are authorized by the Agreement. Instead,  
26             Mr. Miller's testimony offers legal arguments about the proper way to *interpret*  
27             the Agreement, by reading it in a way that would incorporate a series of rates and  
28             terms from other documents (tariffs, service guides, so-called "standard"  
29             documents, etc.) into the Agreement. The problem with Mr. Miller's theory is

1 that although the Agreement includes some general statements about  
2 incorporating "applicable" tariffs, CenturyTel seems to ignore the fact that there is  
3 no language in that part of the contract dealing with number porting obligations  
4 (Section 15 of the Interconnection Attachment) concerning CenturyTel's right to  
5 assess these charges. In addition, there is no specific number porting charge in  
6 the rate sheet of the Agreement (Pricing Attachment Appendix A) which sets  
7 forth these charges.

8  
9 **Q. ARE THERE OTHER CONCERNS WITH THEIR ARGUMENT THAT**  
10 **BECAUSE THE AGREEMENT DOES NOT PROHIBIT THESE**  
11 **CHARGES, THEY ARE ENTITLED TO ASSESS THE CHARGES?**  
12

13 **A.** Yes. As I previously testified, if you use that logic to interpret this Agreement,  
14 you could reasonably conclude that the Parties are allowed to charge one another  
15 for any number of or even hundreds of different activities (billing of invoices,  
16 sending network notices, etc.), because charging for those activities is not  
17 expressly prohibited under the Agreement. That result, however, is not  
18 reasonable. The Parties do not operate by that logic, because it is not supported  
19 by the plain terms of the Agreement. Mr. Miller's argument fails for the same  
20 reason.

21  
22 **Q. HOW DO YOU RESPOND TO MR. MILLER'S ASSERTION THAT THIS**  
23 **IS AN AGREEMENT THAT WAS NEGOTIATED BETWEEN CHARTER**  
24 **AND VERIZON, NOT SIMPLY ADOPTED?**  
25

26 **A.** I disagree. On pages 8 and 9 of his testimony Mr. Miller challenges my statement  
27 that Charter adopted the Agreement with Verizon. Instead, Mr. Miller claims that

1 the agreement was a negotiated agreement because it uses the term "Agreement"  
2 in the title. (Miller Rebuttal at page 8, Lines 19-22).

3 I think Mr. Miller puts too much reliance on the title of the contract. The title does  
4 not really tell us whether the contract was developed by negotiations, or by the  
5 contract adoption process expressly provided for by federal law. Nevertheless,  
6 the fact is that Charter opted into the AT&T agreement with Verizon.

7  
8 **Q. MR. MILLER ALSO ASSERTS THAT YOU INCORRECTLY STATE**  
9 **THAT THERE IS NO REASON FOR TWO CARRIERS TO HAVE AN**  
10 **AGREEMENT TO PROVIDE PORTING. WHAT IS YOUR RESPONSE?**

11  
12 **A.** Mr. Miller points to Section 251(c) of the federal Telecommunications Act as  
13 evidence that a contract is required for porting. I am not a lawyer, so I won't try  
14 to testify as to how this Commission should construe statutes. But I would say  
15 that the section that Mr. Miller relies upon, Section 251(c), only applies to  
16 incumbent LECs like CenturyTel. Therefore, even if that statute does require an  
17 agreement prior to porting, it only applies to porting between incumbents and  
18 competitors. The Agreement between Charter and CenturyTel in Missouri  
19 provides for that activity and as such, satisfies this requirement. Section 251(c)  
20 does not, however, cover porting between two competitors, which happens quite  
21 frequently. Indeed, Charter ports telephone numbers to, and from, other  
22 competitive LECs without having an agreement in place. So Mr. Miller really  
23 misses the larger universe of porting, in that he only considered porting between  
24 incumbents and competitors, not between two competitors (which clearly does not  
25 require an agreement).

1   **Q.   HOW DO YOU RESPOND TO MR. MILLER'S STATEMENT THAT**  
2   **CENTURYTEL PAID MONEY TO CHARTER FOR "PROCESSING OF**  
3   **CENTURYTEL WINBACKS"?**

4  
5   **A.**   I am not sure what to make of this statement. Personnel in my billing department  
6   tell me that we have never billed CenturyTel for "processing of CenturyTel  
7   winbacks." Nor did we ever intend to as the Agreement does not provide for such  
8   a charge (by either party). However, my billing staff tells me that we did receive  
9   a credit for \$6646.08 on the July 10, 2004 bill. If you divide \$6646.08 by \$19.78  
10   (the amount that CenturyTel charged us for number porting *at that time*) it is  
11   exactly 336. I assume 336 is the number of customers CenturyTel ported back  
12   from Charter up to that date. The description provided by CenturyTel read  
13   simply: "Local Service Billing Adjustment on 6-28-04". In a November, 14  
14   2003, letter that a Charter employee (Mr. Mark Kraus) sent to Mr. Miller  
15   disputing the port charges, Charter's employee noted that "there has been  
16   approximately \$6000.00 of credits and payments applied to this account. The  
17   payments and credits are being misapplied. Charter has not ever made a payment  
18   specific to this account and has not received any credits related to these (porting )  
19   charges." So we made it clear that their payment was not required, and  
20   completely unexpected. In other words, we never billed CenturyTel for  
21   processing their port requests to Charter (as Mr. Miller suggests).

22   **Q.   MR. MILLER ALSO SUGGESTS THAT CENTURYTEL'S ACTIONS**  
23   **HAVE NOT JEOPARDIZED THE AVAILABILITY OF PORTING IN**  
24   **MISSOURI. (Page 12, Lines 14-16) DO YOU AGREE?**

25  
26   **A.**   No. It seems that Mr. Miller is ignoring the fact that CenturyTel threatened to  
27   stop porting telephone numbers, and disconnect Charter, before this case began.

1 If the Commission had not issued an order to prohibit CenturyTel from following  
2 through on its threat to stop porting, then it is very possible that porting in  
3 Missouri would have been in jeopardy (by CenturyTel's actions).  
4

5 **Q. MR. MILLER ALSO ARGUES THAT CENTURYTEL'S BILLING**  
6 **ERRORS, INCLUDING APPLYING END USER CREDITS TO**  
7 **CHARTER, IS NOT RELEVANT TO THIS PROCEEDING. (Pages 15-16)**  
8 **IS THAT RIGHT?**  
9

10 **A.** No, that is wrong. As I have previously explained, when CenturyTel's own  
11 customers make a payment to CenturyTel (presumably for their monthly  
12 telephone service), CenturyTel inexplicably applied those payments to Charter's  
13 account. I do not know why they did so. We have certainly never asked them to  
14 do so, and, in fact, we have repeatedly told them that they are doing so in error  
15 and that they should stop this practice. This is a significant problem which  
16 suggests serious problems with CenturyTel's billing systems. And, more  
17 importantly, it raises the very troubling question of whether CenturyTel's  
18 telephone subscribers in Missouri have not received proper credit for payments  
19 they have made to CenturyTel.

20 And, most notably, in his Rebuttal Testimony Mr. Miller does not deny that these  
21 problems have occurred. Nor does he deny any of the facts in my earlier  
22 testimony about the number of times this problem has occurred. He simply says  
23 that they are not relevant to this dispute. So, these serious billing errors (which  
24 CenturyTel does not deny) are indicative of the larger disputes between the  
25 Parties.  
26

1 **III. RESPONSES TO REBUTTAL TESTIMONY OF CENTURYTEL**  
2 **WITNESS MS. HANKINS**  
3

4 **Q. MS. HANKINS TAKES ISSUE WITH YOUR STATEMENTS ABOUT THE**  
5 **PROVISION OF SUBSCRIBER INFORMATION, AND CENTURYTEL'S**  
6 **FAILURES IN THAT REGARD. (Page 3, Lines 13-22) CAN YOU**  
7 **PLEASE EXPAND UPON THAT ISSUE?**  
8

9 **A.** Yes. Ms. Hankins describes a process where Charter maintains our own listings  
10 and provides a file directly to the CenturyTel directory publisher with a copy to  
11 CenturyTel. But what she fails to mention or remember (or both) is that the way  
12 the listings are being handled today is not how they were originally handled at the  
13 time these record research charges were billed and then disputed. The original  
14 record research charges under dispute occurred between March 2003 and March  
15 2004 (with the lone exception of one single record research that slipped through  
16 in March 2005). So the current process for handling records is not relevant to our  
17 dispute of these charges, which were assessed during a time when the Parties used  
18 a different process.

19 In fact, the way the listing process was originally handled at that time was that  
20 Charter sent Verizon (and later CenturyTel when they took over the Verizon  
21 property) record research requests or CSR's to determine how the customer was  
22 currently listed in the incumbent directory so Charter could request a listing of the  
23 customer in the same manner and would know how to fill out the DSR portion of  
24 the LSR to accomplish this objective.

25 When the time came for the first directory to be published and Charter asked  
26 CenturyTel for the listings of the Charter customers in order to verify that those  
27 listings were accurate as processed by CenturyTel, they could only come up with

1 a tiny fraction of the Charter subscriber listings in the CenturyTel rate centers.  
2 Then Charter asked: "where are all the other listings?" After much investigation  
3 by our staff, CenturyTel finally told Charter they did not have a list of all the  
4 Charter customer listings to furnish Charter for verification. Apparently, they  
5 only kept track of listings as CenturyTel customers or "everyone else's"  
6 customers. They told us they could not give us a list of all the Charter listings  
7 because they had no idea which ones were Charter's versus those of other  
8 CLEC's. They could only provide a compilation of the non CenturyTel listings as  
9 "CLEC". Charter raised the issue with the Missouri Commission in order to  
10 ascertain direction on the respective parties' obligations as to the provision of  
11 directory listing information. Ultimately, it was determined that because  
12 CenturyTel had failed to properly maintain CLEC listings (including Charter's)  
13 there was no way for Charter to verify the correctness of its listings prior to  
14 publication by CenturyTel. At that point Commission Staff asked Charter to  
15 assist CenturyTel in identifying all of Charter's customers for listing purposes.  
16 Charter provided CenturyTel a galley (a one for one representation of what would  
17 be published in the directory) that included Charter customers that should be  
18 published.

19 The reason Charter provides listings to CenturyTel is that CenturyTel was unable  
20 to properly handle Charter's listings and, as such, Charter has taken on the  
21 responsibility to provide the same to CenturyTel rather than take a chance on  
22 CenturyTel making publication errors regarding Charter's customers in Missouri.

1 Q. DOES THAT CONCLUDE YOUR SURREBUTTAL POINTS?  
2

3 A. Yes.  
4

5  
6 Q. CAN YOU REMIND US, AGAIN, WHAT RELIEF CHARTER SEEKS  
7 FROM THE COMMISSION?  
8

9 A. As I noted in earlier testimony, Charter believes that the Commission should find  
10 that CenturyTel has breached the Agreement by assessing improper and  
11 unauthorized charges, and by attempting to unilaterally discontinue porting to  
12 Charter.

13 To remedy that breach the Commission should issue an order that enforces the  
14 terms of the Agreement and which requires CenturyTel to: (1) refund the  
15 \$68,867.61 Charter to paid CenturyTel, under duress, to ensure that Charter's  
16 porting requests continued to be honored in 2004; (2) continue porting numbers to  
17 Charter, but without charge; (3) discontinue assessing improper number porting  
18 charges upon Charter; and (4) discontinue assessing all other categories of  
19 improper charges (that are the subject of this proceeding) upon Charter. Finally,  
20 the Commission should find that CenturyTel has failed to comply with the  
21 Agreement and is therefore liable for penalties and damages.  
22

23 IV. CONCLUSION  
24

25 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

26 A. Yes.

**TS SCHEDULE 1**

**CenturyTel Service Guide  
dated April 14, 2005**

Averett, Jansen

---

**From:** Francis Runkel [Fran.Runkel@centurytel.com]  
**Sent:** Thursday, April 14, 2005 10:48 AM  
**To:** K.C. Halm  
**Cc:** CCox1@chartercom.com; Leslie.Genova@chartercom.com  
**Subject:** RE: Interconnection and Traffic Exchange - CenturyTel rural ILEC and Charter  
**Attachments:** Sprint CLEC WI Rural Final .doc; CTL Service Guide.doc

As I mentioned on the conference call, I would provide Charter the following:

- 1) Rural Sprint CLEC agreement for opt in consideration ( Attached)
- 2) CenturyTel Service Guide (Attached)
- 3) Tariff Website  
<http://www.centurytel.com/applications/index.cfm?fuseaction=applications.tariffs>
- 4) How would 2:00PM CT on Thursday April 21<sup>st</sup> work?

If I get time to review the legal issues discussed yesterday and provided language that I committed to provide, before our next meeting, I will email to you and Leslie.

Thank

Fran Runkel  
Regional Director Carrier Relations  
333 North Front Street  
La crosse, WI 54601  
608-796-7894  
Fax 608-796-7444

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11/9/2007



CenturyTel Service  
Guide

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## Resale/CLEC Contact Center

**Purpose:** The Resale/CLEC Contact Service Center is responsible for processing all wholesale service requests including the following:

- Receiving and logging all orders
- Managing all CLEC/Reseller Notifications and Responses
- Processing Local Service Requests
- Providing a single point of contact for any questions relating to specific Local Service Requests
- Processing billing disputes

### *Monroe, LA Contact Center*

**Physical Address:**  
100 CenturyTel Drive  
Monroe, LA 71203

**Mailing Address:**  
100 CenturyTel Drive  
Monroe, LA 71203

**Telephone Numbers:**  
1-800-658-9034 Resale  
1-888-477-1747 CLEC (facilities based)

**Fax Number:**  
318 330-6195

**Business Office Hours:**  
Monday - Friday 8:00 a.m. to 5:00 p.m. CST.\*

**Email:**  
[centurytel.clec@centurytel.com](mailto:centurytel.clec@centurytel.com)  
[centurytel.resale@centurytel.com](mailto:centurytel.resale@centurytel.com)

**Management Contacts:**  
Support Team Lead  
Support Supervisor - CLEC/Resale:  
Support Manager-CLEC/Resale:

Carrie Patrick 1-888-477-1747  
LaCondra Thompson 318-330-6204  
Sandy Nelson 318-340-5145

This Contact Center provides support for Resellers and CLECs in the following CenturyTel telephone operating companies (as defined in the Resale or Interconnection Agreement):

AI

## **Interconnection, Resale and/or Unbundling Agreement**

A contract is required for all service provisioning. It is our understanding that this agreement has already been negotiated. However, if you need additional contact with our Carrier Relations department the address and telephone number are listed below.

### **Contact for Agreements:**

Attn: Manager Carrier Relations  
CenturyTel Service Group, Inc.  
100 Century Park Drive  
Monroe, LA 71203

### **Telephone Number:**

318-388-9000

### **Operating Company Number (OCN)**

An Operating Company Number (OCN) will be required by a CLEC for each state in which it will operate. To obtain an OCN, contact:

National Exchange Carrier Association (NECA)  
80 S Jefferson Road  
Whippany NJ 07981  
973-884-8249  
Fax: 973-884-8082

### **Customer Carrier Name Abbreviation (CCNA)**

A Customer Carrier Name Abbreviation (CCNA) will be required to complete the CLEC Profile. To obtain your CCNA, contact:

Telcordia Technologies Customer Support  
45 Knights Bridge Road  
Room 5A235  
Piscataway, NJ 08854  
732-699-5577  
Fax: 732-336-2778

## Letter of Authorization (LOA)

Resellers must obtain permission from end-users to act on their behalf in matters pertaining to the end users' communications services. The scope of this permission covers activities relating to obtaining records and placing orders on behalf of an end-user. This relationship is established by providing Proof of Authorization (POA) to a reseller. Although there may be other methods of authorization, the authority can be arranged through a document called a Letter of Agency (LOA). This arrangement is common between local exchange service providers and other third-party providers.

Before CLECs or resellers can authorize activity on an end-user account, they must have a LOA stating the scope of that authority. It is not necessary for the letter of agency to accompany requests for records or services; however, indication of agency authority is a required field entry for CenturyTel representatives on requests for customer service records and Local Service Request forms.

This requirement is based on the need to protect both the end-user and the reseller from mishandling of accounts. Your Business Services Representative is available to help you understand the importance of authorization requirements for all parties involved.

**Pre-Sale** - If your end user (customer) currently has service with CenturyTel, obtain a Letter of Authorization (LOA) for Customer Service Records (CSR) from your customer and fax it to CenturyTel. You need only send the written LOA to CenturyTel if you want to view a CenturyTel customer record prior to having their authorization to provide them with service.

**Post-Sale** - In a post-sale situation, you must obtain a Letter of Authorization and have this letter in your possession. Reseller shall make LOAs available to CenturyTel upon request.

### Required:

- On pre-sale to view a Customer Service Record (CSR) with a signed copy of the letter of authorization

### Note: (Contract Must Be on File)

(LOAs must be produced upon request with local service request)

- On post-sale CSRs
- To issue a service order on the account

### LOA Must Contain The Following End User Information:

- Name, Address (where service resides), City, State, Zip Code and 10-digit Telephone number.
- Signature and title of end user
- Signature and title of reseller's representative
- List of items authorized to receive

## Order Processing

### General

CenturyTel will utilize the OBF methods and practices for processing orders. To obtain a complete copy of the forms and instructions, you can contact Alliance for Telecommunication Industry Solutions at 202-628-6380 or [www.atis.org](http://www.atis.org). Sample forms and a list of required fields are available in the appendix.

*All orders must be typed. Handwritten forms will be rejected by the Contact Center.*

Ordering Method: Email is the preferred method of ordering. Email or fax forms to number given in Resale Contact Center Section.

### LSR Requirements

1. Local Service Requests (LSRs) should be entered on the website.

If there are any technical difficulties they can be emailed to the following:

- Resale LSRs: [centurytel.resale@centurytel.com](mailto:centurytel.resale@centurytel.com)
- CLEC LSRs (Loop, LNP, INP, etc.): [centurytel.clec@centurytel.com](mailto:centurytel.clec@centurytel.com)

2. LSRs are to be sent as one Microsoft Word, Microsoft Excel or Adobe Acrobat document attachment to the email. The file name should be in the following format: PON#-EU Last Name-Sent Date (MMDDYY) (i.e. AEN106959-Smith-011502)
3. The Subject field of the email should be in the following format:  
PON#-EU Last Name-Sent Date (MMDDYY) (i.e. AEN106959-Smith-010502)

For additional information regarding the email requirements for orders, please call the Resale Contact Center.

### Uniform Order Forms

Local Service is ordered manually by using the uniform order request forms. The Local Service Request (LSR) form contains administrative data which is common to all orders. It is associated with the End User Information (EU) form and one or more order forms which specifically define the requested service configurations.

### Service Specific Forms

Service specific forms have been designed to accommodate ordering conditions specific to a service type and must be associated with a LSR form. These service specific forms and service types are:

- End User Information (EU)
- Resale Service (RS)
- Directory Listing (DL)

### Local Service Request Confirmation

Upon receipt of complete firm orders, CenturyTel will input the order on a first-come, first-serve basis.

Once the CenturyTel Resale Business Contact Center has input the order, the Contact Center will provide a Firm Order Confirmation (FOC) via website. The confirmation will include:

- Telecommunications Carrier's Purchase Order Number
- CenturyTel assigned service order number
- Due Date for the service request
- End User's telephone number

You can expect to receive the FOC within 48 hours.

### **Addressing**

If your end user does not have service with CenturyTel, you must obtain and validate your customer's address.

### **Primary Interexchange Carrier (PIC) Assignments**

Reseller shall designate PIC assignments on behalf of its end user for interLATA services and, where local dialing parity has been implemented or required, IntraLATA services. CenturyTel will not accept PIC change requests from any party other than Reseller associated with basic line services of Reseller.

If a local service subscriber of a Reseller doesn't select the reseller as the long distance provider, the Reseller must notify long distance provider and provide billing information to enable long distance service invoicing by the long distance provider. CenturyTel will not bill long distance charges directly to a subscriber of a reseller.

### **Directory**

CenturyTel will accept at no charge one primary listing for each main telephone number belonging to Reseller's end user customer information provided to CenturyTel by Reseller. CenturyTel will place and co-mingle Reseller's listings in CenturyTel's directory listing database for directory assistance purposes and will make listings available to directory publishers and other third parties. Additional terms and conditions with respect to directory listings are described in CenturyTel's local exchange tariff.

### **Order Confirmation**

Orders will be confirmed within 24 to 48 hours of receipt.

### ***Due Date Intervals\*\*\****

POTS	3 Business Days*
KEY/PBX	3 Business Days*
CENTREX	10 Business Days (new system installation)* 3 Business Days (Adds/Changes)*
DID	3 Business Days*
Feature & PIC Changes	3 Business Days

\*Same day order must be received by 12:00 PM CST. Orders received after 12:00 PM will be processed on the next business day.

\*\*Same day service may be available for some areas.

\*\*\*Intervals given in this guide are very general. Please refer to the Resale or Interconnection Agreement for more detail.

## Billing

### **Billing Formats**

Billing is available in paper format. This is mailed to the service provider on a monthly basis.

### **Customer Payment Services**

#### **Remit Payments to:**

P. O. Box 6000  
Marion, LA 71260

#### **Methods of Payment Available:**

Connect Check (bank draft)  
MasterCard/VISA  
Cash (at payment locations) or Check

#### **Telephone Numbers:**

Resale Contact Center	800-658-9034
CLEC Contact Center	888-477-1747
Collections	888-646-0004
Billing Questions	800-201-4102

### **Billing Disputes**

As defined in the Resale or Interconnection Agreement, the Reseller will be responsible for all charges that are billed on each resold account. CenturyTel will not become involved in disputes between reseller and Reseller's end user customers over resold services.

If a dispute does arise that cannot be settled without the involvement of CenturyTel, Reseller shall contact the designated Resale Business Contact Center for resolution. CenturyTel will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller will be required to submit documentation to substantiate the claim (as exhibited by the Billing Dispute Form supporting document) within 90 days of the bill date. Billing disputes can be faxed, emailed, or keyed on the website to the Resale Business Contact Center as defined in the Resale Contacts section of this document.

## **Maintenance/Repair Center**

Telephone Number:  
800-824-2877

Repair Center Hours:  
Open 24 hours per day, 7 days per week

The service provider must submit all requests for repair or maintenance. End users requesting repair or maintenance will be referred back to their service provider. Exception is CPE provided by CenturyTel.

Reseller and CenturyTel will employ the following procedures for handling misdirected repair calls:

- a. Reseller and CenturyTel will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.
- b. Customers of Reseller shall be instructed to report all cases of trouble to Reseller. Customer of CenturyTel shall be instructed to report all cases of trouble to CenturyTel.
- c. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

### **Information Required For Reporting a Trouble Ticket:**

- Working Telephone Number and/or Circuit ID
- Name of Person Reporting the ticket
- Verify Service Address
- Description of Trouble
- If access to premise will be available
- Contact name and telephone number for Reseller

### **Inside Wire Installation**

Requests for inside wiring are done on a time and material basis. The request should be included with local service request form. End users may request this service directly from CenturyTel.

Time & Materials Rate: Contact your Business Service Representative to get an accurate quote.

## **Customer Service Record**

A Customer Service Record (CSR) contains information about an end user's account.

### **5 Major Sections of CSR**

#### **1. Service Address Section**

This section provides the address where the service resides including the city, county and state.

#### **2. Directory Listing Section**

This section provides the main directory listed name and address.

- Is the number non-published or in the book?
- How is their name listed in the book?
- Listed address where service resides?
- Any other additional listings the customer may have, plus listed address and telephone number associated with listing
- Yellow page heading

#### **3. Billing Address Section**

This section contains information required to send the bill to the end user

#### **4. Working Telephone Number Section**

This section contains a list of working telephone numbers billed to this account.

- Type of number (ANI, PBX, HNT)
- Hunting sequence
- Incoming toll restrictions
- Long distance carrier on line

#### **5. Service and Equipment Section**

This section summarizes the telephone services, equipment and features

- By billing code and description, what service the customer has
- Any line restrictions

**NOTE:** Please note CenturyTel will not provide a CSR when the end user is served by another Telecommunications Company. CenturyTel will not provide the name of the Telecommunications Company. CenturyTel will not provide the name of the Telecommunications Company providing service to the end user.

### **Sample CSR Forms**

(See following)

5045	CUST SERVICE ADDRESS INFORMATION		01	03/15/02
SN	ADDR LIST	NAME SMITHCO NURSERY INC		08:46:08
S.O. NO		REL S.O.		PAGE 01
OLD PHONE	318-748-8000-0	NEW PHONE		
ACT CD				
ADDR CODE	50000			
E-911 Address				
E911 SITE				
COS 2 TOS 0 OTC				
HOUSE	3993	STREET	HWY 112	
COMMUNITY FOREST HILL			LOCATION	
Service Address				
NAME				
ADDR1	3993 HWY 112	ADDR2		
CITY	FOREST HILL	ST LA	ZIP	714300000
Location Over-rides				
GEO	- STATE	19	- LA	
	COUNTY	079	- RAPIDES	
	CITY	2576	- FOREST HILL	
		BASE AREA	- 318748	
		CITY LIMITS	- I	
CUSTOMER IN 911 EXCHANGE. 911 ENTRY MAY BE NEEDED.				
ENTER=SKIP      F21=FIRST PAGE      F10=PAGE FORWARD				

TIME

>

0 2,5

CUSTOMER SERVICE ADDRESS

S035  
SN

DIRECTORY INFORMATION

01 03/13/02  
08:50:40  
PAGE 001

TELEPHONE 318-748-8000 0

NAME SMITHCO NURSERY INC

TYPE LISTCD INDT CLASSIFIED HEADING OR ADDITIONAL LISTING

A  
C  
M  
M

SMITH, CARL & TAMI  
NURSERYMEN  
(SVC ADD)3993 HWY 112/FOREST HILL  
SMITHCO NURSERY INC

\*\* END OF INQUIRY \*\*

REC=FIRST PAGE    PFB=PAGE FORWARD    PBM=PAGE BACKWARD    FL2=LAST PAGE

FIN

>

0 2.5

DIRECTORY INFORMATION

S030	CUST BILLING ADDRESS INFORMATION		01	03/13/02
SN	NAME SMITHCO NURSERY INC		08:52:21	
S.O. NO	INQUIRY REL S.O.			
PHONE 318-748-8000-0	NEW PHONE			
ADDRESS TYPE - BILLING	ADDRESS TYPE - GROUP1 BILLING			
NAME	STREET			
STREET 3993 HIGHWAY 112				
CITY FOREST HILL	CITY			
STATE LA	STATE		ZIP	
ZIP 714309650				
USE FWD ADR INSTEAD OF BILL ADR				
ADDRESS TYPE - FORWARDING	ADDRESS TYPE - GROUP1 FORWARDING			
NAME	STREET			
STREET				
CITY	CITY			
STATE	STATE		ZIP	
ZIP				
ENTER=SKIP      FWD=RETURN      P2=DRCT				
TIME	>	0	2.5	

# CUSTOMER BILLING ADDRESS INFORMATION

S038	ACTIVE	CUST	WORKING	TELEPHONE	NUMBER	LIST	01	03/13/02
SN	Toggle	NAME	SMITHCO NURSERY INC			CPNI:NO	08:54:22	
S.O. NO		REL S.O.				PAGE 0001		
PHONE	318-748-8000-0	NEW PHONE						
FIND								
A			HNT	EFFECT	ADDR	CDT	SRD	COLL
C RSN	TYPE	PHONE	NBR	DATE	CODE	CRD	RST	CARR
MASK>								
BUS	ANI	318-748-8000-0		08/13/97	S0000	Y	N	N 0550
RES	INT	003-003-6151-0		12/29/97	S0000	N	N	N
BUS	800	877-748-8001-0		08/08/00	S0000	N	N	N 10X1
** END OF DATA **								
F1=CARR F2=SVEO F3=SKIP F7=UPDT F8=ACCT F9=LAST F21=FIRST F10=NEXT F22=BACK								
TIN			>			0 2.5		

# CUSTOMER WORKING TELEPHONE NUMBER LIST

# KEY FOR TYPE FIELD

ACT	Account Number
ANI	Associate or Main
AUT	Authorization Code
CAL	Calling Card
CEL	Cellular
CLD	CenturyTel Long Distance Customer out of territory
CMP	Company Line
CTX	Centrex
DID	Direct Inward Dial
DNL	Directory Number no LEN
DRM	Dom
FAX	Fax
HNT	Hunt
INT	Internet
ISD	ISDN
KEY	Key
MAD	Multiple Appearance Directory Number
MOB	Mobile
MOD	Modem
MSC	Miscellaneous
OPX	Off Premise Extension
PGI	Pagers (new)
PAG	Pager
PAY	Payphone
PBX	PBX
PHM	Phone Home
RES	Reserved
RCF	Remote Call Forward
SIN	Sina or Personal Ring (teen line)
SPC	Special Circuit
SUB	Account Number
TRV	Traveler Card
TST	Test
UCL	Cellular
VML	Voice Mail
80R	Operation 800
800	Direct Dial 800

S043	INQUIRY	Service and Equipment Recap	01	03/13/02					
SN	RECAPPED BY ACCOUNT NBR			08:55:43					
NAME SMITHCO NURSERY INC		Account	318-748-8000-0	Page 1					
LD Emp Discount Y		Addr Code ALL							
LD Bill option C		To							
Tart	Desc	ES/NE	Rate	Cust In Out Total Bill Billed Amount					
1000	1B	E	33.60	1			1		33.60
2001	SUB LN B	E	5.00	1			1		5.00
2025	S/L B	E	2.00	1			1		2.00
2110	CREDIT C	E	.00	2			2		.00
3050	CW BUS	E	3.00	1			1		3.00
3146	VM BBUS	E	8.95	1			1		8.95
3202	TT BUS	E	2.50	1			1		2.50
3249	CLID NAM	E	9.00	1			1		9.00
340G	FUSC BAS	E	.34	1			1		.34
3688	MATC	E	.00	1			1		.00
3733	CALL BLK	E	4.20	1			1		4.20
4260	M9417 60	E	6.50	1			1		6.50
4529	INTER.NE	N	19.95	1			1		19.95
Total Lines				3	0	0	3		
Total Lines With Sveg				3	0	0	3		
Recurring 87.00		Partial		.00	Non-Recurring		.00		
** CONTINUED ON NEXT PAGE **									
F0=NEXT ACCT F6=SKIP F8=LAST F10=FWD F21=1ST F22=BACK F23=DRCT									
FIN					0 2,5				

# SERVICE and EQUIPMENT

## Authorized Parties

List below any parties within your organization that are authorized to inquire and make changes to your account. If no specific parties are identified, account inquiry and order placement will be accepted from anyone that identifies themselves as being part of your organization.

### Authorized Parties

\_\_\_\_\_  
(Name) Telephone #: \_\_\_\_\_

\_\_\_\_\_  
(Name) Telephone #: \_\_\_\_\_

\_\_\_\_\_  
(Name) Telephone #: \_\_\_\_\_

\_\_\_\_\_  
(Name) Telephone #: \_\_\_\_\_

\_\_\_\_\_  
(Name) Telephone #: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix

## UNBUNDLED LOOP ORDERING CODES\*

### Unbundled Voice Loops

#### A. 2-Wire Unbundled Voice Loop (Loop Start Signaling) -- Non Design

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY-- N/A	N/A	

#### B. 2-Wire Unbundled Voice Loop (Loop Start Signaling) -- Design

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY--	02QC3.00D	02LS2
2. DS1 Interface T1 CFA must be provided	LY--	04QB9.11	02LS2
3. DS3 Interface -- T1 on T3 T1 CFA must be provided	LY--	04QB6.33	02LS2

#### C. 4-Wire Unbundled Voice Loop (Loop Start Signaling)

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY--	04QC2.00D	04LS2
2. DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04LS2
3. DS3 Interface -- T1 on T3 T1 CFA must be provided	LY--	04QB6.33	04LS2

### Unbundled Digital Loops

#### A. 2-Wire Unbundled Digital Loop (Basic Rate ISDN Signaling)

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY--	02QC5.00S	02IS5
2. DS1 Interface T1 CFA must be provided	LY--	04QB9.11	02IS5
3. DS3 Interface -- T1 on T3 T1 CFA must be provided	LY--	04QB6.33	02IS5

#### B. 4-Wire Unbundled Digital Loop (2.4 Kbs Digital Data Signaling)

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY--	04QC5.00J	04DU5.24
2. DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04DU5.24
3. DS3 Interface -- T1 on T3 T1 CFA must be provided	LY--	04QB6.33	04DU5.24

#### C. 4-Wire Unbundled Digital Loop (4.8 Kbs Digital Data Signaling)

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY--	04QC5.00K	04DU5.48
2. DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04DU5.48
3. DS3 Interface -- T1 on T3 T1 CFA must be provided	LY--	04QB6.33	04DU5.48

## UNBUNDLED LOOP ORDERING CODES\*

<b>D. 4-Wire Unbundled Digital Loop (9.6 Kbs Digital Data Signaling)</b>			
<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY-	04QC5.00L	04DU5.96
2. DS1 Interface T1 CFA must be provided	LY-	04QB9.11	04DU5.96
3. DS3 Interface - T1 on T3 T1 CFA must be provided	LY-	04QB6.33	04DU5.96
<b>E. 4-Wire Unbundled Digital Loop (19.2 Kbs Digital Data Signaling)</b>			
<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY-	04QC5.00M	04DU5.19
2. DS1 Interface T1 CFA must be provided	LY-	04QB9.11	04DU5.19
3. DS3 Interface - T1 on T3 T1 CFA must be provided	LY-	04QB6.33	04DU5.19
<b>F. 4-Wire Unbundled Digital Loop (56 Kbs Digital Data Signaling)</b>			
<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY-	04QC5.00P	04DU5.56
2. DS1 Interface T1 CFA must be provided	LY-	04QB9.11	04DU5.56
3. DS3 Interface - T1 on T3 T1 CFA must be provided	LY-	04QB6.33	04DU5.56
<b>G. 4-Wire Unbundled Digital Loop (64 Kbs Digital Data Signaling)</b>			
<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY-	04QC5.00Q	04DU5.64
2. DS1 Interface T1 CFA must be provided	LY-	04QB9.11	04DU5.64
3. DS3 Interface - T1 on T3 T1 CFA must be provided	LY-	04QB6.33	04DU5.64
<b>H. 2-Wire Unbundled Loop capable of transmitting ADSL</b>			
<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LX-	02QB9.00H	02DU9.00A
<b>I. 2-Wire Unbundled Loop capable of transmitting HDSL</b>			
<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LX-	02QB9.00H	02DU9.00H
<b>J. 4-Wire Unbundled Loop capable of transmitting HDSL</b>			
<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LX-	04QB9.00H	02DU9.00H

**TS SCHEDULE 2**

**CenturyTel's Responses to Charter  
Fiberlink's First Set of Data Requests**

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

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**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**

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**CENTURYTEL'S RESPONSES TO CHARTER FIBERLINK'S  
FIRST SET OF DATA REQUESTS TO CENTURYTEL**

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CenturyTel of Missouri, LLC (hereinafter "CenturyTel") hereby responds to Charter Fiberlink-Missouri, LLC's ("Charter") First Set of Data Requests to CenturyTel.

CenturyTel's objections to these data requests, as served on February 22, 2008 are incorporated herein by reference as if fully restated. These responses are submitted without waiving any general or specific objection previously asserted.

Pursuant to stipulation between the parties, all documents referenced in or produced pursuant to these responses will be shipped on March 6, 2008 for overnight delivery on March 7, 2008 to counsel for Charter. The documents will be made available to the Commission or staff upon request.

**DATA REQUESTS**

1. Identify each individual likely to have discoverable information that CenturyTel may use to support its claims or defenses, and identify the subjects of the information known to each person. Provide the name and, if known, address and telephone number of each individual identified under this Data Request.

**Response:** Pam Hankins - billings, disputes, Service Guide, as well as issues raised in direct and rebuttal testimony; Guy Miller - regulatory issues, tariffs, Service Guide, historical communications and negotiations with Charter, and all issues raised in direct and rebuttal or other filed testimony from Guy Miller; Chantel Mosby - tariffs; Sandy Nelson - billings, disputes, Service Guide. All individuals must be contacted through counsel.

2. Identify and quantify the specific operational "administrative order processing cost" identified on page 25, line 19 of Mr. Miller's testimony that CenturyTel incurs when processing port requests from Charter. Explain how CenturyTel determined the specific pecuniary amounts associated with such costs.

**Response:** Subject to and without waiving CenturyTel's prior objections, Mr. Miller does not address "specific" operational and administrative costs, or claim that any specific pecuniary amounts have been determined to be associated with those costs. What Mr. Miller's testimony states is that CenturyTel does perform administrative services in processing LSRs relating to Charter's request to port numbers and, necessarily, incurs costs in order to perform those administrative functions. Mr. Miller has described those administrative functions at length in his testimony. Because the rates called for and agreed to in the party's ICA are inherited rates, any cost studies or other analyses that were performed in connection with creating those rates, would have been performed by Verizon. CenturyTel has not yet completed any formal cost study to quantify the specific amount of costs associated with the administrative services that it performs in processing Charter's LSRs associated with its request to port numbers. CenturyTel stands on its prior objection to Data Request No. 2.

3. Identify and quantify the specific "technical or materials cost" referenced on page 25, line 20 of Mr. Miller's testimony that CenturyTel incurs when processing port requests from Charter. Explain how CenturyTel determined the specific pecuniary amounts associated with such costs.

**Response:** Subject to and without waiving CenturyTel's prior objections, the cited portion of Mr. Miller's testimony is a quotation from the current version of the CenturyTel Service Guide. That portion of the Service Guide simply clarifies that the charges levied for processing the LSRs is for the administrative services performed in that processing. Contrary to what Data Request No. 3 implies, neither Mr. Miller's testimony nor the Guide itself claims that any specific pecuniary amount has been identified as the actual cost of performing the administrative services involved in processing LSRs associated with Charter's request to port a

number. The amount that is charged for the administrative services to go into processing the LSRs are the contractually agreed upon rates. Further answering, as indicated in response to Data Request No. 2, CenturyTel has not yet completed any cost study to quantify the specific amount of costs associated with the referenced "technical or material costs" referenced herein. CenturyTel stands on its prior objection to Data Request No. 3.

4. Identify the physical location and address (street/city/state/zip code) of all persons employed by CenturyTel (including CenturyTel employees, authorized agents, and independent contractors) that are responsible for processing the LSR orders referenced on page 9, lines 13-22 of Mr. Miller's testimony. Please include in your response the number of persons working at that location that process, review and/or verify LSR orders.

**Response:** Subject to, and without waiving its prior objections, prior to January 2003, CLEC orders were processed in LaCrosse, Wisconsin; in February 2003, that function was transferred to Monroe, Louisiana, and between November 2006 and January 2007, the function was transitioned to Huntsville, Alabama. The total number of persons working at each of these locations performing the processes at issue usually ranged between 15-18 persons. **THE INFORMATION CONTAINED IN THIS RESPONSE IS PROPRIETARY.**

5. Explain in detail how a CenturyTel "provisioning representative", after finishing the "administrative work" in connection with processing LSR orders for port requests, sends or transmits such order information to another CenturyTel employee to perform the "actual porting" as referenced on page 14, lines 3-11 of Mr. Miller's testimony.

**Response:** Subject to, and without waiving its prior objections, the process is generally described in a 25-page document entitled *CenturyTel Local Number Portability (LNP)*, which is being produced along with these responses. (Bates pages 001 thru 025). **THE INFORMATION CONTAINED IN THIS RESPONSE IS PROPRIETARY.**

6. State whether there are any instances where a single CenturyTel employee (or agents or independent contractor) performs both the "administrative work" and the "actual porting" (as those terms are used on page 14, lines 3-6 of Mr. Miller's testimony) functions in connection with processing port requests from Charter.

**Response:** No.

7. Identify the basis for the rate in the amount of \$19.78 and \$23.44 that CenturyTel has billed Charter to process port requests. Explain how these rates are calculated, and describe in detail how this rate recovers the costs identified in response to the "administrative order processing costs" referenced in Mr. Miller's testimony. Provide all documents, analyses, discussions, or other tangible items which quantify document, demonstrate, analyze, or in any other way, address, the costs associated with the processing of port requests from Charter.

**Response:** Subject to and without waiving CenturyTel's prior objections, the \$19.78 rate is found within the pricing attachment to the Interconnection Agreement in effect between the parties. As indicated in CenturyTel's prior filed testimony, that rate was charged in error. The \$23.44 rate is contained in Section 5, Sheet 4, of CenturyTel's Missouri General Exchange Tariff, which tariff rates have been approved by the Missouri Public Service Commission. As to Charter's request for an explanation of how those rates are calculated, such rates are inherited rates.<sup>1</sup> To the extent that any specific cost study went into the calculation of those rates, such study would have been performed by Verizon. The rates themselves were agreed to between Charter and Verizon, and later inherited by CenturyTel. The \$23.44 rate is the agreed upon rate for processing service orders, and thus recovers the costs associated with processing service orders through the agreement of the parties. Answering further, CenturyTel has not completed any "documents, analysis, discussions or other tangible items," that analyze the specific costs associated with the administrative services performed by CenturyTel in processing LSRs that Charter submits to request to port a number. CenturyTel has, however, charged the agreed upon rate for providing those administrative services.

8. Identify, and provide, all cost studies prepared by (or on behalf of) CenturyTel related to the costs associated with the processing of port requests from Charter. Produce any and all documents referring to, relating to, or constituting any such cost study and the dates that such cost study was conducted. If no cost study has been conducted, please so state.

**Response:** Subject to and without waiving CenturyTel's prior objections, CenturyTel has not completed any formal cost study to determine the exact pecuniary amount of the cost that it incurs in performing the administrative services it performs in processing an LSR that Charter submits to CenturyTel when it requests to port a number.

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<sup>1</sup> Subject only to modification by the annual Consumer Price Index for Telephone Services.

9. Provide a detailed description of the process that CenturyTel follows when it provides certain "unique" directory listing changes for Charter, including an account of each function performed by CenturyTel to respond to Charter's LSR for such change.

**Response:** Subject to and without waiving its prior objection, CenturyTel does not provide "unique" directory listing changes for Charter and accordingly, CenturyTel stands by its prior objections.

10. Identify and quantify every cost that CenturyTel incurs when providing certain "unique" directory listing changes for Charter.

**Response:** Subject to and without waiving its prior objection, CenturyTel does not provide "unique" directory listing changes for Charter and accordingly, CenturyTel stands by its prior objections.

11. Identify the basis for the service order charges assessed by CenturyTel when Charter submits an LSR order for certain "unique" directory listing changes. Please explain how these rates are calculated and describe how these charges recover the costs identified in response to Data Request No. 8.

**Response:** CenturyTel stands by its prior objections.

12. Provide a detailed description of the process that CenturyTel follows when it conducts customer record searches for Charter, including an account of each function performed by CenturyTel to respond to Charter's LSR for such search.

**Response:** (a) Charter submits a CSR request via the CenturyTel Order Processing website, <https://centurytelorderprocessing.centurytel.net>; (b) The CenturyTel rep validates the carrier and customer data on the CSR and that a Letter of Agency is on file (Blanket or Individual); (c) The CenturyTel rep gathers the customer information requested by Charter from CenturyTel's systems (several sections/systems within our billing system must be accessed to gather all data, not all of the data is stored one place, up to four (4) systems must be accessed to retrieve the data requested); (d) Once the information is identified, the CenturyTel rep copies and pastes the data into the appropriate section of the CSR form; (e) The CenturyTel Rep emails the information back to Charter.

13. Identify each and every cost that CenturyTel incurs when performing customer record searches for Charter.

**Response:** CenturyTel stands on its prior objections.

14. Identify the basis for the service order charges assessed by CenturyTel when Charter submits an LSR order for customer record searches. Please explain how these rates are calculated and describe how these rates recover the costs identified in response to Data Request No. 13.

**Response:** Subject to, and without waiving its prior objections to Data Request No. 14, as stated in CenturyTel witness, Pam Hankins' direct testimony, the customer record search charge assessed to Charter comes from the UNE section of the Interconnection Agreement. Appendix A, Section 3, Non-recurring Charges. That rate is \$4.21.

15. Identify and produce every revision, from September 1, 2002 through the present, to Section No. 5, Sheet No. 4 of the CenturyTel of Missouri tariff referenced on page 22, lines 7-10 of Mr. Miller's testimony.

**Response:** See documents produced herewith (Bates pages 030-036).

16. Identify every other wireline or wireless telecommunications carrier operating in Missouri that CenturyTel has assessed a rate for processing an LSR for number porting in the amount of \$19.78, \$23.48, and/or \$23.88. For each telecommunications carrier identified in response to this request, please identify the specific rate assessed to that telecommunications carrier.

**Response:** Subject to, and without waiving its prior objections, CenturyTel's Interconnection Agreements and tariffs on file with the State of Missouri speak for themselves as to the rates being charged by CenturyTel processing LSRs for number porting. CenturyTel, however, is unable to name any specific carriers that actually submit porting orders in response to this request, as it believes that to do so may constitute a violation of federal law (47 U.S.C. § 222), as it would require

**CenturyTel to divulge information regarding the Missouri carrier customers' operations.**

17. Identify each and every other wireline or wireless telecommunications carrier operating in Missouri that CenturyTel has assessed a rate for processing an LSR for number porting in an amount other than the rates which are identified in Data Request No. 16. For each telecommunications carrier identified in response to this request, please identify the specific rate assessed to that telecommunications carrier.

**Response:** Subject to, and without waiving its prior objections, CenturyTel's Interconnection Agreement and tariffs on file with the State of Missouri speak for themselves as to the rates being charged by CenturyTel for processing LSRs for number porting. CenturyTel, however, is unable to name any specific carriers that actually submit porting orders in response to this request, as it believes as to do so may constitute a violation of federal law (47 U.S.C. § 222), as it would require CenturyTel to divulge information regarding the Missouri carrier customers' operations.

18. State whether any and all costs (including, but not limited to, "administrative order processing costs", "technical or material costs" and "transmittal system" costs (as those terms are used in Mr. Miller's testimony)) that CenturyTel incurs when responding to port requests from Charter vary from that which is incurred when CenturyTel responds to port requests from other telecommunications carriers operating in Missouri. If any variation in costs exists, please explain the basis for such variation in costs. If no variation in costs exists, please so state.

**Response:** Subject to and without waiving its prior objections, as CenturyTel has stated previously, it has not completed any formal study or specific analysis to quantify the exact pecuniary amount of the costs that it incurs in performing the administrative services it performs in processing a LSR from Charter requesting the porting of a phone number. However, the process involved in processing Charter's porting request is the same process that CenturyTel undertakes for other carriers, so those costs would not vary significantly, except to the extent that one carrier may make more mistakes or otherwise submit LSRs in a manner that requires more time for processing. CenturyTel stands on its prior objections.

19. Identify each and every tariff, or other document of general applicability, that CenturyTel asserts is incorporated into the Agreement. For any separately identified tariff, or document of general applicability, provide a copy of such document and the date on which such document was first incorporated into the Agreement.

**Response:** Subject to, and without waiving its prior objections to Data Request No. 19, the information responsive to this request is contained within the following: Link to CenturyTel's interstate and intrastate tariffs:

<http://www.centurytel.com/Pages/AboutUs/Regulatory/tariffLibrary.jsp>

Link to CenturyTel's Service Guide:

<http://business.centurytel.com/business/Wholesale/Files/QuickLinks/CenturyTelServiceGuide.pdf>. Subject to updates and revisions, which will be provided in response to these Data Requests, the above-referenced documents were incorporated into the Interconnection Agreement at issue on or about August 31, 2002, the date CenturyTel assumed control over the former Verizon operations. (See Bates pages 042-431).

Further answering, however, the sole exception is CenturyTel's wholesale tariff which was first incorporated into the Interconnection Agreement between the parties on December 22, 2006, its effective date.

Further answering, CenturyTel also asserts that Appendix "A" to the Interconnection Agreement is a document that is responsive to this Data Request.

20. Admit that CenturyTel ported telephone numbers to Charter from September, 2002 to May, 2003 without assessing a charge upon Charter.

**Response:** Upon information and belief, and subject to further research, CenturyTel believes that some phone numbers were ported to Charter during the referenced time frame without charge.

21. Admit that Charter has provided written bill dispute statements to CenturyTel for the service order charges at issue in this proceeding. To the extent that this request for admission is denied, identify any month in which CenturyTel contends that Charter did not produce such dispute statements.

**Response:** CenturyTel's records indicate that Charter has not provided written disputes for all of the service order charges that were billed. In fact, on multiple occasions Charter did not file disputes or did not timely file dispute claims in accordance with the terms of their contract. See attached spreadsheet summary of dispute claims and remittance dates. (Bates pages 037-038). Note that several 2006 claims were submitted after direct testimony was filed in this case, in January 2008. No disputes were filed for several months in 2007, June, July and August specifically, for account 301644892. CenturyTel was also unable to find records to indicate that Charter filed monthly dispute claims between May 2003 and April 2006.

22. State whether CenturyTel has filed an end user tariff with the Federal Communications Commission to recover the costs of implementing local number portability. Produce copies of all such tariffs that were filed with the Federal Communications Commission.

**Response:** Yes. CenturyTel will provide the applicable tariff sheets pertaining to LNP with its responses to these Data Requests. (See Bates documents 026 thru 029).

23. State whether CenturyTel has ever assessed any end user charges to recover the costs of implementing local number portability in Missouri *prior* to March 2004. Please include in your response, the amount of the charges, the dates (i.e. timeframe) that such charges were imposed, a detailed explanation of the basis for such charge, and produce the applicable tariff that effectuated the charge.

**Response:** Yes. Further answering, CenturyTel incorporates its response to Data Request No. 22 as though fully set forth herein. The charges associated with LNP recovery are identified within the tariff. The charges were imposed from the effective date of CenturyTel's acquisition of the Verizon properties, August 31, 2002 through on or about March 9, 2004, the date on which the permissible 5-year LNP implementation recovery period expired. The basis for the charge is the SPND monthly rate per line charge of thirty-six cents (\$.36) contained within Commission approved tariff. (See bates documents 027 and 029).

24. State whether CenturyTel has ever assessed any end user charges to recover the costs of implementing local number portability in Missouri *after* March 2004. Please include in your response, the amount of any such charge, the dates (i.e. timeframe) that such charges were

imposed, a detailed explanation of the basis for such charge, and produce the applicable tariff that effectuated the charge.

**Response:** No.

25. Provide any and all published and unpublished versions of or revisions to, the CenturyTel Service Guide from September 1, 2002 to the present.

**Response:** Limited to what has known to have been retained, CenturyTel will produce copies of the April, 2005, July, September, and December 2006, February, April, July, and September 2007 versions. (See Bates documents 042 thru 431). The Current version can be found at:

<http://business.centurytel.com/business/Wholesale/Files/QuickLinks/CenturyTelServiceGuide.pdf>.

26. Identify all CenturyTel services that Charter resells to end user customers.

**Response:** CenturyTel knows of none.

27. Identify all CenturyTel unbundled network elements ("UNEs") that Charter leases from CenturyTel.

**Response:** None.

28. With respect to the rate of \$19.78 identified in Ms. Hankins testimony, at pages 11-12, please identify the CenturyTel employee(s) authorizing the internal decision to change the rate assessed upon Charter from \$19.78 to \$23.44 (or \$23.48). Identify all persons involved in making the decision to modify the rates assessed upon Charter.

**Response:** Subject to, but without waiving CenturyTel's prior objections to Data Request No. 28, the persons principally involved in the decision were Pam Hankins and Guy Miller. Others, including Max Cox, Jeff Glover and Todd Stein, were involved in a more limited role in the making of the decision.

29. With respect to page 12, line 1+3 of Ms. Hankins testimony, please explain why the rates identified on line 3, of page 12, (i.e. \$23.48 or \$23.88) may vary "depending on the location of the order."

**Response:** The tariffed service order charge rates vary according to exchange. See CenturyTel of MO, PSC MO No. 1, Section 5, Sheet 4. The "competitive" exchange rate is \$23.48. The "noncompetitive" exchange rate is \$23.88.

30. Identify all of the "local exchange services" (as that term is used by Mr. Miller on page 9, line 15) provided by CenturyTel to Charter in the state of Missouri arising out of the Agreement, or for any other reason.

**Response:** CenturyTel stands on its prior objections.

31. Provide a copy of a recent LSR for number porting submitted by Charter to CenturyTel in Missouri.

**Response:** See responsive documents produced herewith. (Bates documents 039 thru 041).

32. Identify the "transmittal system" costs referenced on page 16, lines 5 and 6 of Mr. Miller's testimony. Explain how those costs are recovered through any end user tariff charges that have been assessed upon end users.

**Response:** Subject to and without waiving CenturyTel's prior objection to Data Request No. 32, the cited portion of Mr. Miller's testimony references the costs that the FCC permitted to be recovered through the LNP cost recovery end user tariff. CenturyTel inherited such tariff from Verizon and recovered its "transmittal system" costs through that tariff by assessing the tariff rate of \$.36 per line during the portion of the five year recovery period between CenturyTel's acquisition of Verizon's assets and the expiration of the recovery period.

33. Has any state commission, the FCC, or any other regulatory body or court of competent jurisdiction ever ruled that CenturyTel's charges are just and reasonable, as that term is used on page 19, lines 3-4 of Mr. Miller's testimony? If so, please produce a copy of any such ruling.

**Response:** Yes. All CenturyTel tariffs on file at state levels or with the Federal Communications Commission have been approved, which approval tacitly includes the approval as just and reasonable of the rates and charges therein.

34. Identify and provide the exact, legal name of the tariff referred to as the "CenturyTel of Missouri tariff" referenced on page 22, lines 7-8, of Mr. Miller's testimony.

**Response:** CenturyTel of Missouri, PSCMO No. 1.

35. Please identify the date upon which CenturyTel made the web link (as referenced on page 22, line 10 of Mr. Miller's testimony) available on CenturyTel's "CLEC website" to display tariffed service order charges. State whether such web link has always made reference to applicable tariffed service order charges for CenturyTel (specifically, "CenturyTel of Missouri, LLC"). If not, provide the date upon which such information was made available for the CenturyTel entity named in the Complaint.

**Response:** The link was made available in December 2006. It included the link to the Missouri tariffs at that time.

36. Per the statement on page 23, lines 3-4 of Mr. Miller's testimony, identify all of the services that CLECs purchase out of the "General Exchange Tariffs" as that term is used on page 23, lines 3-4, of Mr. Miller's testimony.

**Response:** CenturyTel stands by its prior objection to Data Request No. 36. Subject to and without waiving this objection, CenturyTel is unable to comply with this request, as it believes the answer would constitute a violation of 47 U.S.C. § 222. Generally, however, services that CLEC's commonly purchase out of the General Exchange Tariffs include, but are not limited to, basic local residential service, basic local business service, custom calling features, local trunks and trunk features, ISDN primary rate interface service, local private lines, directory listings, E-911 services, toll blocking services and construction services.

37. Identify all of the current, effective tariffs filed by CenturyTel in the State of Missouri, and at the FCC.

**Response:** Link to CenturyTel's interstate and intrastate tariffs:  
<http://www.centurytel.com/Pages/AboutUs/Regulatory/tariffLibrary.jsp>.

38. Admit that local number portability is not an exchange or toll service, those terms are used in the CenturyTel Tariff referred to on page 22, lines 7-8, of Mr. Miller's Testimony.

**Response:** Denied.

39. Identify the specific provision of the Agreement where CenturyTel "offers for sale" (as that term is used on page 24, line 2 of Mr. Miller's testimony) the service of processing Charter LSRs for porting.

**Response:** Section 15.2.1 of the interconnection agreement relates to the procedures for providing number portability. It requires that Charter submit an LSR when it orders the porting of a number. An LSR is an industry standard order form that is submitted when a carrier wishes to purchase services offered for sale by CenturyTel.

40. Identify all "applicable Federal or state tariffs" as such term is used on page 25, line 3 of Mr. Miller's testimony, which CenturyTel believes to be covered by the definition of the term "Tariff" as referred to in Mr. Miller's testimony.

**Response:** Link to CenturyTel's interstate and intrastate tariffs:  
<http://www.centurytel.com/Pages/AboutUs/Regulatory/tariffLibrary.jsp>.

41. Identify all "standard agreement[s] or other document[s]" as such term is used on page 25, line 5 of Mr. Miller's testimony, which CenturyTel believes to be covered by the definition of the term "Tariff" as referred to in Mr. Miller's testimony.

**Response:** See response to DR #19 for links to CenturyTel's interstate and interstate tariffs, price lists and Service Guide. In addition, Appendix A to the Interconnection Agreement, the Price Lists to the Agreement.

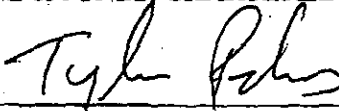
42. Explain whether CenturyTel's Service Guide is filed with any state commission; include in your response a statement as to whether the service guide is subject to review, approval, modification or rescission by any state commission.

**Response:** No. The Service Guide is not filed nor required to be filed with any state commission; however, the tariff pricing referenced in the Guide is approved by state and federal commissions.

Respectfully submitted,

PAYNE & JONES, CHARTERED

By



Tyler Peters - MO #38879

Christopher J. Sherman - MO #53534

11000 King

Overland Park, Kansas 66210

Telephone: (913) 469-4100

Facsimile: (913) 469-8182

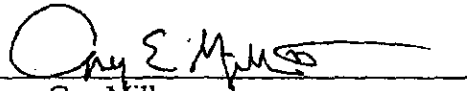
[tpeters@paynejones.com](mailto:tpeters@paynejones.com)

[csherman@paynejones.com](mailto:csherman@paynejones.com)

ATTORNEYS FOR CENTURYTEL  
OF MISSOURI, LLC

CENTURYTEL OF MISSOURI

By



Guy Miller

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent via telefax on this 6th day of March, 2008, to the following persons:

Mark W. Comley  
NEWMAN, COMLEY & RUTH P.C.  
601 Monroe Street, Suite 301  
P.O. Box 537  
Jefferson City, MO 65102-0537  
[comleym@ncrpc.com](mailto:comleym@ncrpc.com)

K.C. Halm  
Brian A. Nixon  
DAVIS WRIGHT TREMAINE LLP  
1919 Pennsylvania Ave., N.W., Suite 200  
Washington, D.C. 20006  
[kchalm@dwt.com](mailto:kchalm@dwt.com)

  
Tyler Peters