

Exhibit No.:
Issues Addressed: *Issue 27*
Issue 29
Issue 40

Witness: *Jeffrey W. Reynolds*
Sponsoring Party: *CenturyTel of Missouri, LLC*
Type of Exhibit: *Rebuttal Testimony*
Case No.: *TO-2009-0037*
Date Testimony Prepared: *October 20, 2008*

CENTURYTEL OF MISSOURI, LLC

REBUTTAL TESTIMONY

OF

JEFFREY W. REYNOLDS

CASE NO. TO-2009-0037

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1 **INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Jeffrey W. Reynolds. My business address is 118 W. Streetsboro Street #190
4 Hudson, Ohio 44236.

5 **Q. ARE YOU THE SAME JEFFREY REYNOLDS THAT SUBMITTED DIRECT**
6 **TESTIMONY IN THIS PROCEEDING?**

7 A. Yes.¹

8 **PURPOSE OF TESTIMONY**

9 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

10 A. The purpose of my testimony is to refute Mr. Gates' contention that charging a Local
11 Service Request ("LSR") charge for a request to port a number is incorrect. Finally, I will
12 address Mr. Webber's statements in his direct testimony relating to CenturyTel's changes
13 to its operating support systems ("OSS").

14 **SPECIFIC ISSUE TESTIMONY**

15 **Issue 27 When Charter submits an LSR requesting a number port, should Charter be**
16 **contractually required to pay the service order charge(s) applicable to such**
17 **LSR?**

18 **Issue 40 Should the Pricing Article include Service Order rates and terms?**

19 **Q. ON PAGE 76, LINE 7-8 OF HIS DIRECT TESTIMONY, MR. GATES STATES**
20 **THAT "CENTURYTEL'S PROPOSAL IS INCONSISTENT WITH THE FCC'S**
21 **REGULATIONS ON COST RECOVERY FOR NUMBER PORTABILITY." IS**
22 **MR. GATES CORRECT?**

¹ The Parties have continued to negotiate since the filing of the Petition and it is anticipated that the Parties will continue negotiations following the filing of the Revised Statement of Unresolved Issues on September 2, 2008. If there are any discrepancies between this rebuttal testimony and my direct testimony with the CenturyTel Disputed Points List filed in this Docket on August 25, 2008 (the "CenturyTel DPL"), this rebuttal testimony and my prior direct testimony are intended to be controlling as they represents the most current state of CenturyTel's position thereunder. In an effort to assist the Panel with the status of the proceeding, CenturyTel retains the right to file an updated and current interconnection agreement and DPL prior to submission of this matter for decision.

1 A. No. As pages 3 to 13 of my direct testimony demonstrated, the payment of an LSR
2 charge by a carrier that is providing a service to another carrier is appropriate and
3 consistent with the FCC's regulations regarding number portability.

4 **Q. IS MR. GATES CORRECT ON PAGE 77, LINE 5 TO 8 WHERE HE STATES**
5 **THAT "ILECS MAY RECOVER THEIR CARRIER-SPECIFIC COSTS**
6 **DIRECTLY RELATED TO PROVIDING LONG-TERM NUMBER**
7 **PORTABILITY BY ESTABLISHING IN TARIFFS FILED WITH THE FCC,**
8 **CERTAIN CHARGES OVER A FIVE (5) YEAR TERM ASSESSED AGAINST**
9 **END USERS?"**

10 A. Yes. However, Mr. Gates fails to explain that the costs that CenturyTel will recover
11 through its service order charges proposed in this case are not "carrier-specific costs" are
12 not recovered through the end user charge. Nonetheless, as demonstrated in my direct
13 testimony at pages 8-10, these costs may be recovered as a LSR charge. In referencing
14 the various FCC Orders in his direct testimony at page 76 footnote 34, Mr. Gates failed to
15 recognize that the FCC was addressing the recovery of LNP implementation costs in its
16 cost recovery order not the day-to-day administrative functions related to processing
17 LSRs as recognized in CenturyTel's NRC cost studies. CenturyTel witness Mr.
18 Schultheis, in his rebuttal testimony, provides a detailed explanation of the costs included
19 in the studies previously provided to Charter FiberLink-Missouri, LLC ("Charter").

20 It is important to note that CenturyTel no longer has an end-user LNP cost
21 recovery charge. Ongoing costs relating to a LSR associated with the porting of a
22 number must be borne by Charter.

23 **Q. IS MR. GATES CORRECT ON PAGE 78, LINES 20-21 OF HIS DIRECT**
24 **TESTIMONY WHERE HE STATES THAT "THE FCC HAS PROHIBITED**
25 **ILECS FROM ASSESSING ANY OTHER TYPE OF CHARGE UPON OTHER**
26 **CARRIERS?"**

27 A. No, he is incorrect. The LSR charge proposed by CenturyTel is appropriate as
28 demonstrated in my direct testimony at pages 8 through 12.

1 **Issue 29** Should the Agreement preserve CenturyTel's rights to recover from Charter
2 certain unspecified costs of providing access to "new, upgraded, or
3 enhanced" OSS?

4 **Q.** **IS MR. WEBBER CORRECT ON PAGE 25, LINE 26 OF HIS DIRECT**
5 **TESTIMONY THAT CENTURYTEL'S PROPOSED LANGUAGE WOULD**
6 **AFFORD CENTURYTEL "THE DISCRETION TO IMPOSE CHARGES UPON**
7 **CHARTER" OR ON PAGE 26, LINE 9-10 THAT THE PROVISION "WOULD**
8 **ALLOW CENTURYTEL TO ASSESS CHARGES UPON CHARTER FOR**
9 **ALLEGED COSTS THAT CENTURYTEL HAS NOT IDENTIFIED OR**
10 **QUANTIFIED?"**

11 **A.** No. The provision proposed by CenturyTel, relating to OSS costs, would allow a
12 modification in the pricing only after the Commission has reviewed and approved the
13 modification in pricing. CenturyTel is unable to unilaterally impose a modification as
14 explained in my direct testimony at pages 13 and 14.

15 **Q.** **DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

16 **A.** Yes.
17