

Exhibit No.: \_\_\_\_\_  
Issue: 4(a), 4(b), 6, 8 and 13  
Witness: Peggy Giaminetti  
Type of Exhibit: Rebuttal Testimony  
Sponsoring Party: Charter Fiberlink-Missouri, LLC  
Case No.: TO-2009-0037  
Date Testimony Prepared: October 21, 2008

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

In the Matter of the Petition of Charter Fiberlink- )  
Missouri, LLC for Arbitration of an Interconnection ) Case No. TO-2009-0037  
Agreement Between CenturyTel of Missouri, LLC )  
And Charter Fiberlink-Missouri, LLC. )

**REBUTTAL TESTIMONY OF PEGGY GIAMINETTI  
ON BEHALF OF CHARTER FIBERLINK-MISSOURI, LLC**

October 21, 2008

*Company*  
Exhibit No. 12  
Case No(s) TO-2009-0037  
Date 10-28-08 Rptr PF

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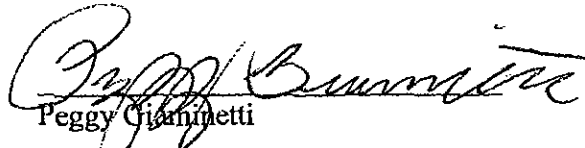
**Case No. TO-2009-0037**

**AFFIDAVIT OF PEGGY GIAMINETTI**

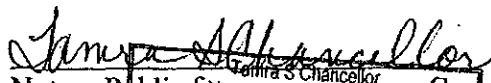
**STATE OF MISSOURI                    )  
                                                  ) ss.  
COUNTY OF ST. LOUIS            )**

Peggy Giaminetti, being first duly sworn on her oath, states:

1.     My name is Peggy Giaminetti. I am presently Vice President, Fiscal Operations and Financial Planning for Charter Communications.
2.     Attached hereto and made a part hereof for all purposes is my rebuttal 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.

  
Peggy Giaminetti

Subscribed and sworn before me this 14th day of October, 2008.

  
Notary Public for the State of Missouri  
My Commission Expires 03/23/2010  
Commission #16503855  
Franklin County, Missouri

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SCHEDULE PG-2:	MISSOURI PSC AND WISCONSIN PSC "STANDSTILL" ORDERS
SCHEDULE PG-3:	TESTIMONY OF MISSOURI PSC STAFF WITNESS MR. WILLIAM VOIGHT
SCHEDULE PG-4:	MOODY'S RATINGS REPORT OF CENTURYTEL DATED JUNE 24, 2008
SCHEDULE PG-5:	INVOICE FROM CENTURYTEL SHOWING DISPUTED CHARGES

**I. INTRODUCTION**

**Q. PLEASE IDENTIFY YOURSELF.**

**A.** My name is Peggy Giaminetti, and I am a Vice President of Fiscal Operations and Financial Planning at Charter Communications, Inc., and its subsidiary Charter Fiberlink-Missouri, LLC, the petitioner in this case (collectively "Charter").

**Q. ARE YOU THE SAME PEGGY GIAMINETTI WHO FILED DIRECT TESTIMONY ON SEPTEMBER 30, 2008 IN THIS MATTER?**

**A.** Yes, I am.

**II. PURPOSE AND SUMMARY OF TESTIMONY**

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

**A.** This testimony responds to the Direct Testimony of Guy E. Miller, III on disputed issues numbered 4(a), 4(b) and 13 of this arbitration, along with responding to the Direct Testimony of Pam Hankins on disputed issues 6 and 8(b), and responding to the Direct Testimony of Steven E. Watkins on disputed issue 8(a). Finally, I will also respond to Mr. Miller's testimony on Issue 13(b). Ms. Hankins and Messrs. Miller and Watkins all submitted their direct testimony on behalf of CenturyTel in this matter. I will address each issue in ascending numerical order.

**III. ISSUE 4(a):**

**SHOULD THE AGREEMENT INCLUDE TERMS THAT ALLOW ONE PARTY TO TERMINATE THE AGREEMENT WITHOUT ANY OVERSIGHT, REVIEW, OR APPROVAL OF SUCH ACTION, BY THE COMMISSION?**

1   **Q.   HAVE YOU READ THE TESTIMONY OF MR. MILLER REGARDING**  
2       **ISSUE 4(a)?**

3  
4   A.   Yes, I have.

5   **Q.   DO YOU HAVE A RESPONSE?**

6   A.   Yes, I do. I see at least four problems with Mr. Miller's testimony on this issue.

7   **Q.   HOW DO YOU RESPOND TO MR. MILLER'S ASSERTION (PAGE 30,**  
8       **LINES 18-20, PAGE 31, LINES 1-2) THAT CHARTER'S PROPOSAL**  
9       **PROVIDES DISINCENTIVES FOR COMPLIANCE WITH THE**  
10      **AGREEMENT?**

11  
12   A.   In asserting that the "defaulting party" has an incentive to tie up the "non-defaulting  
13       party's" resources with a Commission procedure prior to terminating the agreement,  
14       (page 30, lines 18-20, page 31, lines 1-2) Mr. Miller completely overlooks the fact  
15       that the "defaulting party" would have its resources equally tied up at the  
16       Commission. There is no incentive, or competitive advantage, to the allegedly  
17       defaulting party in invoking the Commission option suggested by Mr. Miller. Indeed,  
18       if a party were to breach the Agreement by not paying an undisputed amount, that  
19       presumably would be owing to its own financial distress. A party in financial distress  
20       would not rationally take on additional financial exposure by going to the  
21       Commission.

22   **Q.   ARE THERE SUFFICIENT INCENTIVES BUILT INTO THE AGREEMENT**  
23       **TO AVOID THE OUTCOME THAT MR. MILLER ALLUDES TO?**

24  
25   A.   Yes. Assuming for argument's sake, that Charter was the "defaulting party" and  
26       CenturyTel was seeking to terminate the agreement, there are already sufficient  
27       remedies to protect the non-defaulting party. For example, under that scenario if  
28       CenturyTel prevailed in a dispute proceeding, pursuant to contract language already  
29       agreed to by both Parties, the agreement with Charter could be terminated, and

1 Charter could be ordered to pay the amounts in dispute, *plus* 18% annual accrued  
2 interest on those amounts. Under any perspective, that level of interest is a very  
3 generous and *guaranteed return on an undisputed amount*. And the 18% accrued  
4 interest is intended to make the prevailing party whole, despite Mr. Miller's  
5 implication to the contrary.

6 **Q. MR. MILLER ARGUES THAT CENTURYTEL'S PROPOSED TERMS ARE**  
7 **COMMON IN "COMMERCIAL" CONTRACTS. (PAGE 28, LINES 21-22,**  
8 **PAGE 29, LINES 1-9) DO YOU AGREE?**  
9

10 A. No. Specifically, I disagree with Mr. Miller's premise that this interconnection  
11 agreement is analogous to a commercial contract. Mr. Miller's testimony ignores the  
12 fact that this Agreement is *not* a typical commercial contract. The Agreement is a  
13 statutorily-mandated document that governs not only the parties' rights but directly  
14 impacts the interests of end user subscribers. Although I am not an attorney, I do not  
15 think it would make sense to attempt to write into a contract the right of unilateral,  
16 *immediate termination that could result in loss of service for end users* when neither  
17 party has that right under governing law. In fact, Charter's attorneys tell me that  
18 there are rules at the FCC<sup>1</sup> that require a carrier to obtain permission prior to  
19 discontinuing most telecommunications services. CenturyTel's proposed language  
20 appears to establish a right to unilaterally terminate the agreement, in a manner that  
21 seems to conflict with those rules.

22 **Q. HOW DO YOU RESPOND TO MR. MILLER'S ASSERTIONS THAT**  
23 **CHARTER HAS FAILED TO PAY "UNDISPUTED" CHARGES IN**  
24 **MISSOURI (PAGE 30, LINES 12-14)?**  
25

26 A. First, let me make it clear for the record, although Mr. Miller and other CenturyTel  
27 witnesses assert that Charter does not properly pay its invoices, that is simply false.

1 Charter has **never** defaulted on an interconnection agreement with CenturyTel, or any  
2 other provider. In fact, Charter has consistently paid its invoices to CenturyTel, and  
3 Charter has properly disputed those CenturyTel invoices that were assessed in error.

4 **Q. HAS CHARTER FAILED TO MAKE PAYMENT FOR ANY NON-DISPUTED**  
5 **CHARGES IN MISSOURI?**  
6

7 **A.** No. Charter has consistently remitted payment to CenturyTel for all non-disputed  
8 charges in a timely manner since entering into its interconnection agreement with  
9 CenturyTel in 2003. In addition, CenturyTel has not requested that a deposit be  
10 established or maintained.

11 **Q. DOES CHARTER EXPEND ANY RESOURCES TO REVIEW AND HANDLE**  
12 **THE INVOICES RECEIVED FROM CENTURYTEL?**  
13

14 **A.** Yes. The fact is, Charter spends significant time and resources reviewing  
15 CenturyTel's invoices each month. Those invoices are often inaccurate, and  
16 repeatedly assess charges which are not provided for under the parties' existing  
17 agreements, or which simply have nothing to do with the arrangements between  
18 Charter and CenturyTel.

19 **Q. DO YOU HAVE AN EXAMPLE OF AN INCORRECT INVOICE FROM**  
20 **CENTURYTEL?**  
21

22 **A.** Yes. As an example, the October 2008 invoice from CenturyTel for arrangements  
23 between the parties in Missouri contained several errors. Charter was billed usage  
24 in error. In addition, an end user payment of \$110.26 was applied by CenturyTel to  
25 this bill in error. These types of mistakes have generally been the case on the  
26 CenturyTel bills for Missouri, Texas and Wisconsin. Virtually every month Charter  
27 is billed incorrect/miscellaneous usage charges and one or more end user payments

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<sup>1</sup> 47 C.F.R. § 63.62.

1 are applied to the Charter bills in error. A copy of the October bill and the associated  
2 bill dispute pages are attached as Schedule PG-5.

3 **Q. IS THERE ANY EVIDENCE, BEYOND YOUR TESTIMONY, THAT**  
4 **CENTURYTEL'S INVOICES ARE NOT ALWAYS ACCURATE?**

5  
6 A. Yes. Interestingly, although Charter and CenturyTel have been involved in numerous  
7 billing disputes, CenturyTel has never attempted to recover those charges by initiating  
8 a proceeding at the relevant state commissions to recover those charges. Instead,  
9 when a significant billing dispute arises, CenturyTel simply threatens to terminate the  
10 existing interconnection agreement, in an attempt to force Charter to pay the improper  
11 invoices.

12 That very scenario occurred just last year. In 2007, CenturyTel sent letters to  
13 Charter's affiliated companies in Missouri and Wisconsin threatening to terminate  
14 service with Charter, conditioned only on Charter's willingness to pay disputed  
15 invoices that had accrued between the parties. In other words, CenturyTel told  
16 Charter: "pay up or we will stop porting telephone numbers to your network." A  
17 copy of one of those letters is attached as Schedule PJG-1.

18 **Q. WAS THAT THREAT BASED ON INVOICES THAT WERE DISPUTED OR**  
19 **UNDISPUTED AMOUNTS?**

20  
21 A. The threat was an attempt to collect on invoice amounts that Charter had properly  
22 disputed.

23 **Q. HOW WAS THAT DISPUTE RESOLVED?**

24  
25 A. Charter was forced to initiate a complaint proceeding before the Wisconsin and  
26 Missouri Commissions to ensure that CenturyTel did not terminate service pending  
27 the billing dispute. Both of those state commissions issued "standstill" orders which



1 ordered CenturyTel **not** to terminate service pending the dispute. A copy of those  
2 orders are attached as Schedule PG-2.

3 **Q. HOW WAS THE WISCONSIN DISPUTE RESOLVED?**

4  
5 A. Those cases proceeded along two different tracks. As Mr. Miller notes in his schedule  
6 GEM-1, in Wisconsin, CenturyTel agreed to settle the case rather than having to take  
7 the dispute to a hearing at the Wisconsin PSC.

8 **Q. HOW WAS THE MISSOURI DISPUTE RESOLVED?**

9  
10 A. The Commission just issued an order deciding those billing disputes in Charter's  
11 favor. In fact, CenturyTel's billing improprieties were clearly established early in  
12 that case when the Staff of the Commission filed testimony asserting that CenturyTel  
13 had no contractual basis for assessing the charges it assessed upon Charter.  
14 Specifically, Commission Staff Member Mr. William Voight testified that there was  
15 no contractual basis for CenturyTel to assess a number porting charge upon Charter.  
16 Based upon this conclusion, Mr. Voight concluded in his recommendation to the  
17 Commission that "CenturyTel has *improperly billed* Charter for telephone number  
18 porting" and that "the Parties *Interconnection Agreement does not authorize* either  
19 Party to bill the other for telephone number porting." See Rebuttal Testimony of  
20 William L. Voight, MO PSC Staff Witness at 15-16, Case No. LC-2008-0049, filed  
21 Feb. 15, 2008 (emphasis added). A copy of Mr. Voight's testimony is attached hereto  
22 as Schedule PG-3.

23 **Q. WHAT WAS THE OUTCOME OF THAT PROCEEDING?**

24  
25 A. On October 21, 2008, the Commission issued a report and order concluding that  
26 CenturyTel was not entitled to assess porting charges under the parties'  
27 interconnection agreement. The docket number for this case is LC-2008-0049. The

1 Commission ordered CenturyTel to refund nearly \$70,000 in disputed charges to  
2 Charter, and found that Charter had **properly** disputed these unauthorized charges,  
3 “as early as June of 2003.” (PSC Report and Order, LC-2008-0049 at paras. 27, 30,  
4 and pp. 12, 15) In addition, the Commission specifically noted that the accuracy of  
5 certain other disputed charges assessed by CenturyTel remains an “ongoing concern.”

6 **Q. IS THE COMMISSION’S DECISION RELEVANT TO THIS ISSUE?**

7  
8 **A.** Yes. CenturyTel’s approach is often to render overreaching or inaccurate invoices and  
9 then threaten to cut-off the other party (e.g., stop porting numbers) if those invoices  
10 are not paid in full. For example, this Commission just released its findings that  
11 CenturyTel began charging for number porting requests based upon a CenturyTel  
12 employee’s mistaken belief that a UNE port charge should be applied to Charter.  
13 (Report and Order at 10.). Indeed, the Commission ruled that “[a]lthough CenturyTel  
14 knew that the \$19.78 charge was incorrect, it continued to charge this amount for  
15 three years.” (*Id.*) One might call this a “bill first, and ask questions later” approach.  
16 But, as the Commission’s decision today in LC-2008-0049 illustrates, CenturyTel’s  
17 presumption that it can bill unauthorized charges or that its invoices are accurate is  
18 simply not true.

19 Under CenturyTel’s proposed language for this Issue 4(a), CenturyTel will be in  
20 precisely the same position that it has been in the past. If its contract language is  
21 adopted, CenturyTel will be able to continue this reckless “bill first, and ask questions  
22 later” approach. We have seen, in both Wisconsin and Missouri, the results of that  
23 approach. This Commission should avoid the same result by adopting Charter’s more  
24 reasonable termination language.

1   **Q.    ARE THERE OTHER CONCERNS YOU HAVE WITH MR. MILLER'S**  
2   **TESTIMONY?**

3  
4   **A.**Yes, I have several concerns with the statements made in his exhibits, which appears  
5           to be a self-serving compilation of information that does not tell the entire story. For  
6           instance, in Schedule GEM-1 Mr. Miller states that: "In 2004, Charter refused to pay  
7           service order administrative processing charges for several types of orders. I served as  
8           the CenturyTel negotiator for this dispute. The dispute outcome resulted in Charter  
9           ultimately paying the charges billed to date and CenturyTel sustaining the charges  
10          paid." *See* Schedule GEM-1.

11   **Q.    PLEASE DISCUSS YOUR CONCERNS.**

12  
13   **A.**When he refers to a 2004 dispute, I assume Mr. Miller is referring to a dispute  
14          between the parties in Missouri, since Charter was not interconnected with  
15          CenturyTel in Texas or Wisconsin at that time. If that is correct, then his statement is  
16          simply wrong when he says that the "dispute outcome resulted in Charter ultimately  
17          paying the charges billed to date." This can not be correct because as Mr. Miller  
18          himself notes, on page 48, lines 17-22, that dispute was not resolved in 2004. Instead,  
19          it was escalated to the Missouri Commission in 2007, when Charter petitioned the  
20          Commission to request that it resolve the parties' billing dispute. Further, as noted  
21          above, the Commission today ruled that Charter properly disputed number porting  
22          service charges under the parties' current interconnection agreement, and that the  
23          number porting service charges were not authorized by that agreement.

24   **Q.    DO YOU HAVE ANY RESPONSE TO MR. MILLER'S ASSERTION IN**  
25   **FOOTNOTE 19 THAT CHARTER DID NOT TIMELY FILE BILL DISPUTES**  
26   **IN 2006?**  
27

1     A.     The first group shown for bill dates 9-8-2002 through 3-8-2003 were not filed within  
2           the usual filing window because CenturyTel mailed those bills to an invalid address.  
3           Therefore, we did not receive those bills until CenturyTel re-mailed them to Charter  
4           at the correct address. We received those re-mailed invoices on May 20, 2003.  
5           Immediately thereafter my staff analyzed, audited and promptly disputed those  
6           invoices on June 3, 2003, less than two weeks after we received them.

7     **Q.     DO YOU HAVE ANY RESPONSE TO MR. MILLER'S ASSERTION IN**  
8           **FOOTNOTE 19 THAT CHARTER DID NOT TIMELY FILE BILL DISPUTES**  
9           **IN 2006?**

10  
11    A.     As for the second group of charges, for the months of May 2006 through November  
12           2006, there are several reasons that those disputes were not filed in the usual  
13           timeframe.  
14           First, at that same time, CenturyTel had developed a new mechanical filing process  
15           and any new claims would have to be filed using that new process. In an effort to be  
16           more responsive to bill dispute obligations, and related obligations, we brought in a  
17           contract employee starting August 2006, to assist with the bill dispute filing process.  
18           We initially began by filing the less complex disputes to get her up to speed,  
19           graduating to the more complex disputes. In addition to the complexity of dispute  
20           issue, we also had to work through the requirements to obtain account log-on codes,  
21           passwords, etc., set up for the CenturyTel mechanized dispute process. Once this was  
22           done, the April, 2006 bill month disputes were filed electronically on February 8,  
23           2007. Notably, CenturyTel rejected those disputes because they were not filed within  
24           90 days, even though there was no such limitation in the parties' interconnection  
25           agreement. We went back to CenturyTel and told them we did not see this  
26           requirement in our ICA. They referred us to their online Service Guide which said

1 disputes must be filed within 90 calendar days. So rather than waste more valuable  
2 time filing the disputes that were outside the 90 day window, we focused on filing the  
3 disputes for the bill months that were still recoverable within the 90-day window.  
4 Accordingly, we filed December, 2006 and January, 2007 disputes on February 19,  
5 2007, and continued filing each month going forward. In the interest of time, let me  
6 provide my remaining thoughts in summary fashion for the Commission's  
7 consideration:

- 8 • Note that if CenturyTel had not denied the April 2006 bill dispute because it was  
9 outside the 90-day window, Charter would have filed every one of them at that  
10 time.
- 11 • As I have explained, these disputes are extremely time consuming to file in that  
12 every telephone number, page number and individual amount disputed must be  
13 entered into the system, despite of the fact that the dispute is for the entire class of  
14 charges, not specific telephone numbers billed.
- 15 • Also, Charter had already told CenturyTel month after month that Charter  
16 disputed this class of charges prospectively on a going forward basis in the emails  
17 that transmitted the disputes filed on the original CenturyTel Spreadsheet Dispute  
18 Request. So it is clear that CenturyTel knew Charter was disputing this class of  
19 charges.
- 20 • The total amount of these 2006 disputes bills that were submitted in January 2008,  
21 during the Missouri complaint proceeding was \$16,349.76. Contrast this with the  
22 total amount of charges disputed (\$278,323.91), and one can see that these  
23 represent less than 6% of the total disputed.  
24  
25  
26  
27

28 **IV. ISSUE 4(b):**

29  
30 **WHAT TERMS SHOULD GOVERN THE RIGHT OF A PARTY TO TERMINATE**  
31 **THIS AGREEMENT UPON THE SALE OF A SPECIFIC OPERATING AREA??**

32  
33 **Q. HAVE YOU READ THE TESTIMONY OF MR. MILLER REGARDING**  
34 **ISSUE 4(b)?**

35  
36 **A. Yes, I have.**

37 **Q. WHAT IS YOUR RESPONSE?**

1 A. I completely disagree that the modest condition that Charter seeks regarding  
2 CenturyTel's termination of the Agreement upon sale of an operating area to another  
3 carrier is in any way unreasonable. In fact, Mr. Miller's own testimony, combined  
4 with the parties' partial agreement on conceptually similar assignment language,  
5 undermines CenturyTel's position on this disputed issue.

6 **Q. PLEASE CONTINUE.**

7 A. It is critical to recall what facts prompt this disagreement. Section 2.7 will only come  
8 into play if either party sells or transfers an operating area within Missouri that is  
9 covered by the Agreement, and that party seeks to terminate the Agreement with  
10 respect to that operating area. In that circumstance, Charter has suggested that the  
11 seller/transferor would be required to make sure that the Agreement runs, in its  
12 entirety, to the buyer/transferee. As Mr. Miller suggests at page 34, lines 17-23 and  
13 page 35, lines 1-2, of his testimony, only a certified local exchange carrier would  
14 qualify as a third party buyer or transferee. But that is not the same as assuring that  
15 such third party assumes the Agreement in its entirety. The Agreement is lengthy,  
16 complex and negotiated in good faith by Charter. Charter should receive the benefit  
17 of its efforts and expense to negotiate and arbitrate an interconnection agreement for  
18 the duration of the Agreement's term, no matter what company assumes the role of  
19 incumbent LEC.

20 **Q. DO YOU HAVE OTHER CONCERNS?**

21 A. Yes. Mr. Miller acknowledges that Charter would have to re-negotiate with the third  
22 party, and perhaps participate in a Commission proceeding, to assure the same terms  
23 and conditions of the Agreement would continue after a sale or transfer. Charter  
24 should not bear the burden of additional resource expenditure, nor should this

1 Commission, simply because CenturyTel decides to sell one or more of its Missouri  
2 properties. Additionally, while CenturyTel expresses concern that Charter's  
3 reciprocal contract language somehow devalues CenturyTel's franchise, that  
4 sentiment overlooks the fact that the value of its franchise is dependent in part on the  
5 revenues and benefits it derives from interconnection.

6 **Q. DO YOU AGREE THAT CHARTER'S PROPOSAL BENEFITS ONLY**  
7 **CHARTER?**

8  
9 **A.** Absolutely not. Charter's proposed Section 2.7 is expressly reciprocal. And to the  
10 extent that a transferee might not be able to assume the terms and conditions of the  
11 Agreement, as Mr. Miller suggests at page 34, lines 10-16, of his direct testimony, I  
12 respectfully submit that such company would not merit this Commission's approval  
13 as an incumbent local exchange carrier. Thus, by conditioning a sale or transfer of all  
14 or part of CenturyTel's service territory upon the transferee meeting the obligations of  
15 this Agreement, the Commission and the public interest benefit, as the Agreement's  
16 terms themselves establish certain operational requirements that any competent ILEC  
17 should meet.

18 **Q. BUT MR. MILLER ARGUES THAT CHARTER'S POSITION ON THIS**  
19 **ISSUE IS INCONSISTENT WITH ITS POSITION ON ISSUE 5,**  
20 **CONCERNING ASSIGNMENTS (PAGE 33, LINES 12-21). DO YOU**  
21 **AGREE?**

22  
23 **A.** No, I do not agree. Mr. Miller claims that Charter's position on this issue and Issue 5  
24 (Assignments) are inconsistent because in the assignment area, Charter has argued  
25 that there should be no limitation on assignments that will have the effect of  
26 undermining the other Party's ability to contract with third parties to assign this  
27 agreement. But Mr. Miller ignores the fundamental distinction between these two  
28 issues. Namely, that the assignment provision of the agreement contemplates that the

1 interconnection agreement *will be assigned* to a third-party. On the other hand,  
2 CenturyTel's language for Section 2.7 would allow CenturyTel to sell an operating  
3 area, without also assigning the terms of this agreement to the acquiring entity. So,  
4 Charter's position on the assignment issue contemplates that the obligations of this  
5 contract will continue with the third party that the agreement is assigned to. That is  
6 precisely the outcome that Charter seeks on this issue as well. So there is no internal  
7 inconsistency as Mr. Miller argues.

8 **V. ISSUE 6:**

9 **UNDER WHAT CONDITIONS MAY ONE PARTY DEMAND THAT THE**  
10 **OTHER PARTY PROVIDE DEPOSITS, OR ASSURANCE OF**  
11 **PAYMENTS?**

12 **Q. HAVE YOU READ THE TESTIMONY OF MS. HANKINS REGARDING**  
13 **ISSUE 6?**

14  
15 **A.** Yes, I have.

16 **Q. BEFORE WE DISCUSS MS. HANKINS TESTIMONY, CAN YOU PLEASE**  
17 **REMINDE THE COMMISSION WHETHER CHARTER HAS A DEPOSIT**  
18 **WITH CENTURYTEL AT THIS TIME?**

19  
20 **A.** No, we do not. Despite Ms. Hankins best efforts to paint a dismal picture of  
21 Charter's financial health, it is instructive to note that CenturyTel has never requested  
22 a deposit from Charter. That, in and of itself, seems to demonstrate that we have not  
23 presented any real risk to CenturyTel.

24 **Q. DO YOU HAVE ANY GENERAL THOUGHTS BEFORE WE DISCUSS THE**  
25 **SPECIFICS OF THE TESTIMONY OFFERED BY CENTURYTEL**  
26 **WITNESSES ON THIS ISSUE?**

27  
28 **A.** Yes, I am frankly surprised with the tone of Ms. Hankins' testimony, and her  
29 assertion that in the past four years CenturyTel's experience with Charter dictates that  
30 they are required to have a "firm set of business rules" with Charter. I would assert



1       that Charter holds the same view of CenturyTel's practices. The purpose of this  
2       arbitration is to ensure that our new agreement clearly states the processes and rates  
3       by which the two companies will operate. I hope that this will also eliminate the  
4       significant time and expense we incur on a monthly basis to dispute charges from  
5       CenturyTel which are clearly not billed in accordance with our current  
6       interconnection agreement.

7       **Q.   WHAT IS YOUR RESPONSE TO MS. HANKINS' CRITICISM OF**  
8       **CHARTER'S PROPOSAL FOR THIS ISSUE?**

9  
10      **A.**   The testimony of CenturyTel witnesses Ms. Hankins mischaracterizes Charter's  
11      position by suggesting that Charter objects to the concept of a dispute or assurance of  
12      payment provision in this agreement. That, of course, is not the case. The dispute  
13      between the parties surrounds how those deposit terms should be established, not  
14      whether there should be any deposit requirement at all.

15      **Q.   PLEASE EXPLAIN.**

16  
17      **A.**   In my direct testimony I noted that Charter was concerned that CenturyTel's proposed  
18      language in Section 6.1.1 (along with Section 6.1.2, 6.2 and 6.3) gives CenturyTel  
19      unilateral authority over deposits but lacked additional explanation concerning what  
20      CenturyTel believes to be "other relevant information" that it would or could use to  
21      determine whether a deposit is required. Ms. Hankins' direct testimony gives a sense  
22      of that "other relevant information." Namely, Ms. Hankins indicates that CenturyTel  
23      would use public statements by or concerning Charter's *parent* to determine when  
24      Charter must supply a deposit. (Page 4, lines 14-22, Page 5, lines 1-20, Page 6, lines  
25      1-15) Presumably, given the tenor of Ms. Hankins' testimony, CenturyTel would  
26      demand deposits as soon as the Agreement is executed.

1   **Q.   MS. HANKINS ASSERTS THAT CHARTER'S DEPOSIT LANGUAGE IS**  
2   **SIMPLY INTENDED AS MEANS OF AVOIDING PAYMENT TO**  
3   **CENTURYTEL. DO YOU AGREE?**

4  
5   A.   No, and frankly, I'm concerned with the repeated attempts by CenturyTel to  
6       mischaracterize Charter's position. I would like to reiterate that Charter has *never*  
7       defaulted on an interconnection agreement. Further, no other ILEC in Missouri has  
8       required a deposit from Charter. Finally, I would repeat the fact that, on a monthly  
9       basis, Charter has consistently remitted payment for non-disputed charges to  
10      CenturyTel in a timely manner. This is demonstrated by the fact that CenturyTel has  
11      never believed it necessary to put a deposit requirement in place for our account.

12   **Q.   WITH RESPECT TO SECTION 6.1.2, IS CENTURYTEL CORRECT THAT**  
13   **CHARTER IS SIMPLY TRYING TO "BUY TIME" BEFORE MAKING A**  
14   **DEPOSIT?**

15  
16   A.   No. Ms. Hankins' direct testimony at page 9 presumes that a deposit will be required;  
17       her testimony only addresses deposit levels, not whether a deposit is proper in the  
18       first place. Casting the dispute resolution protections of the Agreement in that light,  
19       she proceeds to criticize Charter's proposed contract language. But Charter's  
20       language in Section 6.1.2 is intended to guard against exactly this type of adverse  
21       presumption. It may be that the parties disagree as to whether a deposit is required at  
22       all. Ms. Hankins entirely ignores this possibility. Charter believes that both parties  
23       should have the ability to contest and negotiate the requirement of a deposit using the  
24       dispute resolution provisions from the Agreement. In addition, Ms. Hankins argues  
25       that it is "illogical" for CenturyTel to continue providing service if the parties  
26       disagree as to the need for a deposit. Charter submits that it is illogical to ask it to be  
27       subject to denial of service while the very fact of whether a deposit is actually  
28       necessary is under discussion. In short, CenturyTel seeks to put the cart before the

1 horse by presuming a deposit is needed. That is not fair, or necessary, given the  
2 relationship here.

3 **Q. DO YOU HAVE ANY REACTION TO MS. HANKINS' TESTIMONY**  
4 **REGARDING SECTION 6.2?**

5  
6 **A.** Yes, I do. Ms. Hankins identifies two "major flaws" with Charter's proposed  
7 language. First, Ms. Hankins' claims that "there is no standard by which to measure  
8 Charter's proposed language", *i.e.*, what two months should be used by the Parties to  
9 establish a required deposit, the highest two billing months or the lowest. Second,  
10 Ms. Hankins claims that the lack of a standard will cause "additional disputes"  
11 between the parties. To address Ms. Hankins' concerns, Charter would like to make  
12 it clear here that it would accept an average of the highest two months' worth of  
13 billing from the immediately prior six (6) months billing period as the basis of the  
14 deposit requirement. This clarification eliminates Ms. Hankins' initial concerns with  
15 Charter's proposed language for Section 6.2.

16 **Q. WHAT ABOUT MS. HANKINS' TESTIMONY REGARDING USE OF**  
17 **FORECAST DATA TO ESTABLISH DEPOSITS?**

18  
19 **A.** I do not believe that a forecast will be any more reliable than actual historic data, for  
20 purposes of establishing a required deposit. In all likelihood, the parties would look  
21 to historic experience as a foundation for such a forecast, and obviously the most  
22 recent billing data would be the most reliable. Now that Charter has clarified that it is  
23 willing to use an average of the highest two months with the prior six months worth  
24 of billing, I believe CenturyTel's concerns are adequately addressed by Charter's  
25 proposed language for Section 6.2.

26 **Q. DO YOU CARE TO RESPOND TO MS. HANKINS' TESTIMONY**  
27 **REGARDING SECTION 6.3?**  
28

1 A. Yes, I would. As noted in my direct testimony, CenturyTel proposes to amend  
2 Section 6.3 by importing authority to examine "conditions" related to Charter's actual  
3 billing (not payment) history and/or credit rating in determining whether to modify a  
4 deposit. Ms. Hankins argues that such a requirement is necessary because other  
5 CLECs may opt into the Agreement. I remind the Commission that this proceeding is  
6 between Charter and CenturyTel, and the terms and conditions of the agreement that  
7 Charter has negotiated or proposed are advanced in good faith and based upon facts  
8 specific to Charter, not other CLECs.

9 **Q. DO YOU AGREE THAT CENTURYTEL SHOULD USE THE BOND**  
10 **RATINGS OF CHARTER'S PARENT AS THE GAUGE FOR WHEN**  
11 **DEPOSITS ARE REQUIRED?**  
12

13 A. No, I do not. Charter stands on its own as a service provider in Missouri. When  
14 Charter applied for operating authority, we indicated that we would rely upon the  
15 considerable financial resources of Charter Communications, Inc., our parent, to  
16 verify our its financial ability to provide services in Missouri. Given Charter's status  
17 as a start-up company in 2000-2001, that representation was accurate and responsible,  
18 and obviously the Commission found the representation acceptable, as it granted  
19 Charter operating authority in Docket No. TA2001346XXX, specifically finding that  
20 Charter had demonstrated the requisite financial standing to hold CLEC  
21 authorization.

22 **Q. WHAT CAN YOU TELL US ABOUT CHARTER'S CURRENT FISCAL**  
23 **SITUATION?**  
24

25 A. In the spring of this year, Charter completed financing transactions to raise over \$1  
26 billion in additional liquidity for the company. As a result, the company has  
27 sufficient liquidity to fund operations through 2009, and the company's next major

1 maturity occurs in the fall of 2010. In addition, Charter continues to achieve solid  
2 revenue growth each quarter. We have achieved double-digit cash flow (*pro forma*  
3 adjusted EBITDA) growth for seven consecutive quarters, and we maintain an  
4 industry-leading ARPU (average revenue per unit/customer) growth rate.

5 **Q. IS THIS A RESULT OF CONTINUED GROWTH IN CHARTER'S VOICE**  
6 **SERVICE OFFERINGS?**

7  
8 A. In part, yes. Beyond Missouri, we have successfully expanded our voice service  
9 offerings into 20 states, nationwide. Those service offerings have proven to be very  
10 successful, in that subscriber growth continues on a very strong trend. In fact, earlier  
11 this year, the company recently exceeded the 1 million subscriber benchmark.

12 **Q. IS THE COMPANY ALSO INVESTING IN THE FUTURE?**

13 A. Yes. In each of the past four years we've invested approximately \$1 billion in capital  
14 to better serve our customers. For example, Charter continues to increase the number  
15 of its call center agents. We have added over 2,000 since 2006. Also, Charter has  
16 converted its call centers to Centers of Excellence, ensuring calls are routed to  
17 specially-trained agents based on the nature of the call. In addition, Charter has  
18 implemented automated workforce management systems which allows dynamic  
19 dispatching to route technicians based on skill-set and availability. This has resulted  
20 in significant reductions in average time to repair, and all service and repair calls  
21 scheduled in 2 or 4 hour windows.

22 **Q. WHAT DO YOU BELIEVE THE SIGNIFICANCE OF THIS DATA IS?**

23 A. I believe that the data demonstrate that Charter is financially sound and that we  
24 communicated accurate and reliable information to the Commission. I also believe  
25 the data confirms that Charter is and should be treated as an autonomous business in

1 Missouri for the purposes of this Agreement. While in start-up mode Charter might  
2 have had to call on its parent's resources, but in just three years Charter has  
3 demonstrated managerial, technical and financial prowess and established itself as a  
4 profitable concern. Consequently, I think it is inappropriate to look to Charter's  
5 parent to gauge whether a deposit is required in Missouri for Charter's  
6 telecommunications operations.

7 **Q. WHAT IS CENTURYTEL'S CURRENT RISK PROFILE?**

8 A. I am in no way a financial analyst, but my understanding is that CenturyTel itself is  
9 "on watch" by Moody's for a possible downgrade of its bond rating. I attach a copy  
10 of Moody's ratings report from June 24, 2008 as an exhibit to my testimony  
11 (Schedule PG-4), and I let the report speak for itself. I would guess that, despite this  
12 ratings watch and potential credit downgrade, CenturyTel would still characterize  
13 itself as a financially viable company able to meet its current and likely obligations.  
14 My point here is merely that bond ratings are not always perfect indicators for future  
15 performance, or the need for deposits, or other assurances of payment.

16 **Q. ARE THERE ANY OTHER POINTS YOU WOULD LIKE TO ADDRESS?**

17  
18 A. Yes, I note that Ms. Hankins cites to the Texas Commission's decision in Arbitration  
19 Case No. 28821. While I am not an attorney, I read the Texas Commission's ruling  
20 on Deposits (DPL Issue No. 35) to pertain to *new entrants*: "The Commission finds  
21 that it is reasonable to allow SBC Texas to request a deposit from a new entrant..."  
22 (emphasis added). Obviously Charter is not a "new entrant" in Missouri; the  
23 company has provided service since 2002, and has never defaulted on an obligation  
24 to any Missouri ILEC. Thus, it would appear to me that the Texas Commission's  
25 final statement on DPL Issue No. 35 would pertain here:

1           The Commission disagrees that SBC Texas may require a deposit from  
2           a billed party with a good payment history but who has impaired  
3           credit. Impairment of credit does not necessarily indicate future  
4           delinquency in payment, especially when the payment history shows  
5           that the billed party has continued to timely pay amounts due.  
6

7           Ms. Hankins' direct testimony completely ignores the distinction between new  
8           entrants and established providers like Charter. Thus, it is Charter, not CenturyTel,  
9           whose proposed Agreement language more closely hews to what the Texas  
10          Commission has done previously.

11   **Q.   MS. HANKINS CRITICIZES CHARTER'S PROPOSAL IN SECTION 6.1.1**  
12   **(PAGE 7, LINES 11-22). HOW DO YOU RESPOND?**

13  
14   **A.**   CenturyTel criticizes the criteria that Charter uses in its proposal for determining  
15          when a deposit would be required. Specifically, Charter has proposed that a deposit  
16          is appropriate where Charter fails to timely pay an undisputed invoice, or if it initiates  
17          a bankruptcy proceeding.

18   **Q.   DO YOU HAVE A RESPONSE TO MS. HANKINS'S ARGUMENT THAT**  
19   **CENTURYTEL HAS THE SAME CONCEPT ALREADY INCORPORATED**  
20   **BY CHARTER IN SECTIONS 1.7.2.1 AND SECTION 1.7.6 OF CHARTER**  
21   **FIBERLINK-MISSOURI, LLC LOCAL EXCHANGE TARIFF P.S.C. MO-NO.**  
22   **1 IN CALLING FOR DEPOSITS FROM CHARTER?**  
23

24   **A.**   Yes, I do. First, I don't accept Ms. Hankins' premise that a regulated interconnection  
25          agreement needs to mirror the terms of our retail end user tariff. Second, Ms.  
26          Hankins is exactly right that, in certain circumstances, Charter requires a deposit from  
27          new or continuing end user customers ordering tariffed services in Missouri. What  
28          Ms. Hankins conveniently overlooks, however, is that Charter cancels the deposit  
29          requirement—and returns the deposit with interest—whenever a customer pays all  
30          charges for a period of 12 consecutive months. This concept is captured in 1.7.9.3 of

1 Charter's local exchange tariff.<sup>2</sup> Put another way, even when Charter assesses  
2 commercial credit data and past account history, Charter will not require a deposit if  
3 the end user customer stays current for 12 consecutive months.

4 **Q. IS CHARTER'S PROPOSED LANGUAGE IN SECTION 6.1.1 OF THE**  
5 **AGREEMENT CONSISTENT WITH CHARTER'S LOCAL EXCHANGE**  
6 **TARIFF?**

7  
8 A. Yes. Charter's proposed language for Section 6.1.1 of the Agreement provides that  
9 CenturyTel may request a deposit upon Charter's failure to timely pay an undisputed  
10 invoice or enters bankruptcy. That approach matches Charter's local exchange tariff,  
11 which says that Charter can look at past payment history in determining whether a  
12 deposit is appropriate. Similarly, Charter's Section 6.1.1 of the Agreement provides  
13 that CenturyTel may not request a deposit if Charter's payment history is positive.  
14 That matches Charter's local exchange tariff, which says that Charter will return a  
15 deposit, with interest, when the end user customer experiences 12 months of timely  
16 payments.

17 **Q. WOULD CENTURYTEL BE ABLE TO DEMAND A DEPOSIT FROM**  
18 **CHARTER UNDER MS. HANKINS' APPROACH?**

19  
20 A. No. As I mentioned in my direct testimony, Charter has never defaulted on an  
21 interconnection agreement obligation. Thus, using Ms. Hankins' suggestion—the  
22 Charter tariff "test" for credit worthiness—CenturyTel would not be able to request a  
23 deposit from Charter, because Charter has many more than 12 consecutive months of  
24 timely payments of undisputed invoices.

25  
26  

---

<sup>2</sup> It appears that Charter's local exchange tariff contains numbering errors. Section 1.7.5 entitled



**VI. ISSUE 8(a):**

**SHOULD THE BILL PAYMENT TERMS RELATED TO INTEREST ON  
OVERPAID AMOUNTS BE EQUITABLE?**

**Q. HAVE YOU READ THE TESTIMONY OF MR. WATKINS REGARDING  
ISSUE 8(a)?**

**A. Yes, I have.**

**Q. WHAT IS YOUR RESPONSE?**

**A. Mr. Watkins completely ignores the fact that Charter's proposed Section 9.4.2 is simply to make the provision *reciprocal* in nature. That is, the interest calculation which Charter has agreed will apply to either party for any **underpayment** of invoices, should also apply equally to either party that has **overpaid** an invoice, (and who then prevails in a billing dispute).**

**Q. PLEASE EXPLAIN.**

**A. Mr. Watkins fundamentally misunderstands (or perhaps, intentionally mischaracterizes) Charter's position on this issue. As I explained in my direct testimony, Charter's proposed language for Section 9.4.2 is simple. If CenturyTel improperly invoices Charter for a service, and Charter pays the invoice, but later determines that the invoice was improper, Charter should have the right to initiate a process to seek a refund of that payment. If, and only if, that process is resolved in Charter's favor, then CenturyTel would be required to refund amounts overpaid, at the very same interest rate that CenturyTel assess for amounts underpaid. That is not only equitable, it is logical.**

**Q. IS MR. WATKINS CORRECT THAT CHARTER PROPOSES A REFUND PLUS INTEREST APPROACH FOR UNRESOLVED DISPUTES?**

---

"Establishment and Maintenance of Credit" should be Section 1.7.8. Section 1.7.6 entitled "Deposits" should be Section 1.7.9. I use the correct numbering in my rebuttal testimony.

1  
2 A. No. Mr. Watkins states on page 11, lines 7-11, that "Charter wants the billing party  
3 to return the disputed portion of the bill that the billed party previously paid in error,  
4 plus interest, while the Parties pursue dispute resolution over the disputed bill."  
5 But this is simply not accurate. It is clear from the language that Charter proposes for  
6 Section 9.4.2 that a billed party may request return of an overpayment, plus interest,  
7 *only after* a billing dispute has been "resolved." Here is what Charter's language in  
8 Section 9.4.2 actually says:

9 If any portion of an amount paid to a Party under this Agreement is subject to  
10 a bona fide dispute between the Parties ("Disputed Paid Amount"), the billed  
11 Party may provide written notice to the billing Party of the Disputed Paid  
12 Amount, and seek a refund of such amount already paid, at any time prior to  
13 the date that is one (1) year after the date of the invoice containing the  
14 disputed amount that has been paid by the billed Party ("Notice Period"). If  
15 the billed Party fails to provide written notice of a Disputed Paid Amount  
16 within the Notice Period, the billed party waives its rights to dispute its  
17 obligation to pay such amount, and to seek refund of such amount. **At the**  
18 **billed Party's request, the billing Party will refund the entire portion of**  
19 **any Disputed Paid Amounts resolved in favor of the billed Party, subject**  
20 **to a rate of interest equal to one and one half (1 ½%) per month or the**  
21 **highest rate of interest that may be charged under Applicable Law,**  
22 **compounded daily, for the number of days from the Bill Date until the**  
23 **date on which such payment is made.**  
24

25 Note that Charter's language includes the clause: "the billing Party will refund the  
26 entire portion of any Disputed Paid Amounts *resolved in favor of the billed Party*,  
27 subject to a rate of interest. . . ." That language clearly shows that any refund, and  
28 interest payment, would only be due after the bill dispute was "resolved", completed,  
29 or finished. So Mr. Watkins characterization of Charter's proposal is simply not  
30 accurate.

1   **Q.   MR. WATKINS SUGGESTS THAT CHARTER'S PROPOSAL DEFIES**  
2   **COMMON SENSE (PAGE 11, LINE 20-23, PAGE 12, LINE 1-4). DO YOU**  
3   **AGREE?**

4  
5   **A.**   No, absolutely not. Charter's proposal merely allows each party to correct oversights  
6       in a timely, reasonable manner at the **same** rate of interest. Charter's proposed  
7       interest calculation on overpayments mirrors CenturyTel's own proposal for unpaid  
8       or underpaid amounts. Charter will not "avoid timely review" of its bills or seek to  
9       use CenturyTel as some sort of bank.

10   **Q.   BUT WHY DOES CHARTER PROPOSE THAT THE PARTIES HAVE A**  
11   **YEAR TO RAISE DISPUTES ON AMOUNTS THAT HAVE ALREADY BEEN**  
12   **PAID?**

13  
14   **A.**   Let me clear up another point of confusion in Mr. Watkins' testimony. The concept  
15       that either party can initiate a dispute for a period of a year after the invoices are  
16       rendered, and paid, is not disputed language. CenturyTel has already agreed to that  
17       language, as you can see from the language in Section 9.4.2 which is shown as  
18       "normal" text above.

19   **Q.   DO YOU AGREE THAT CHARTER SHOULD HAVE TO RESORT TO A**  
20   **COMMISSION PROCEEDING TO COLLECT OVERPAYMENTS?**

21  
22   **A.**   No. What we're talking about here are *undisputed* overpayments. It makes no sense,  
23       and would be a waste of Commission resources, to force a party to the Agreement to  
24       seek Commission aid in getting such undisputed overpayments returned. Moreover,  
25       such an approach would leave the innocent party less than whole, as it would have to  
26       expend considerable resources before the Commission to collect monies to which it is  
27       undisputedly entitled. I do not know whether the Commission can order a losing  
28       party in a complaint proceeding to reimburse the winning party for its costs, but I am  
29       told such a result is rare. I would also note that overpayments qualify for a slightly

1 different treatment than underpayments or nonpayments in one regard. That is,  
2 Charter is not proposing that any service disruption accompany true-up of an  
3 overpayment situation.

4 **VII. ISSUE 8(b):**

5 **SHOULD THE BILL DISPUTE PROVISIONS ENSURE THAT NEITHER PARTY**  
6 **CAN IMPROPERLY TERMINATE THE AGREEMENT IN A MANNER THAT**  
7 **COULD IMPAIR SERVICE TO THE PUBLIC?**

8  
9 **Q. HAVE YOU READ THE TESTIMONY OF MS. HANKINS REGARDING**  
10 **ISSUE 8(b)?**

11  
12 **A. Yes, I have.**

13 **Q. WHAT IS YOUR RESPONSE?**

14 **A. I believe that Ms. Hankins mischaracterizes both the actual language Charter has**  
15 **proposed in Agreement Section 9.5.1, and the intent of that language. The language**  
16 **is plain and direct:**

17 **If the billed Party does not remit payment of all undisputed charges on**  
18 **a bill by the Bill Due Date, the billing Party may initiate dispute**  
19 **resolution procedures under Section 20 of this Agreement.**

20  
21 **This language does not render a payment date meaningless or provide the billed party**  
22 **with “free service” as Ms. Hankins claims in her direct testimony. Charter’s**  
23 **proposed language for Section 9.5.1 permits the discontinuance of order processing**  
24 **and accepting new orders and, ultimately, termination of service. But Charter’s**  
25 **Section 9.5.1 ensures that the billing Party cannot discontinue service—which would**  
26 **ultimately impact end users—without the Commission’s knowledge and permission.**

27 **Q. BUT MS. HANKINS ASSERTS THAT THIS ONLY ARISES WHERE THE**  
28 **PARTIES HAVE “UNDISPUTED” AMOUNTS THAT HAVE NOT BEEN**  
29 **PAID (PAGE 17, LINES 3-8). WHY SHOULD “UNDISPUTED” AND**  
30 **UNPAID INVOICES BE SUBJECT TO DISPUTE RESOLUTION, AS**  
31 **CHARTER PROPOSES?**  
32

1     A.     The problem with CenturyTel's proposal is that there is a long and contentious  
2           history between Charter and CenturyTel as to what constitutes a properly disputed  
3           invoice. I have discussed some of the parties' billing disputes earlier in this rebuttal  
4           testimony, and during those disputes CenturyTel asserted that Charter had not  
5           properly disputed invoices rendered by CenturyTel. Based upon that assertion, that  
6           Charter had not properly disputed invoices, CenturyTel took unilateral action to try  
7           and terminate service with Charter. As I explained above, both the Wisconsin and  
8           Missouri commissions issued standstill orders to stop that unilateral action. In  
9           addition, in both Wisconsin and Missouri, the evidence (including the Commission  
10          Staff's testimony) showed that CenturyTel did not have a proper basis to assess  
11          charges against Charter.

12    **Q.     HOW DO CENTURYTEL'S PAST BILLING ERRORS RELATE TO THIS**  
13           **ISSUE?**

14  
15    A.     First, it tells us that it is possible for the parties to have a dispute over what constitutes  
16           a properly disputed invoice. Second, it demonstrates that billing disputes can be  
17           complicated matters which may require formal, or informal, adjudication by the state  
18           commission or other appropriate authority. Either way, those options are available if  
19           the parties use dispute resolution terms of the agreement to resolve bill disputes, as  
20           Charter has proposed.

21    **Q.     ARE THERE ANY OTHER LESSONS TO LEARN FROM CENTURYTEL'S**  
22           **PAST BILLING ERRORS?**

23  
24    A.     Yes, the most important lesson is that CenturyTel is not entitled to a presumption that  
25           its invoices are always accurate. That is clearly not the case, and the Commission  
26           Staff agreed with that conclusion. Ironically, most of CenturyTel's proposals with

1 respect to billings, deposits, and disputes seem to be based upon that faulty premise.

2 As I have explained, I know from personal experience that this simply is not correct.

3 **Q. DO YOU BELIEVE CHARTER'S CONTRACT LANGUAGE CONFORMS**  
4 **TO THE TEXAS COMMISSION'S DECISION IN ARBITRATION CASE NO.**  
5 **28821?**

6  
7 **A.** Yes, I do. Again, I am not an attorney, but it appears to me that the Texas  
8 Commission's policy to allow service discontinuance in certain circumstances was  
9 based on "instability" in the telecommunications market when this case was initiated  
10 in 2003. As I've testified above, Charter is not unstable. Charter is a substantial,  
11 reliable and solid market participant in Missouri, and across the country. But more to  
12 the point here, the Texas Commission's decision in Arbitration Case No. 28821 with  
13 respect to DPL Issue 39 expressly conditioned service termination on notice to the  
14 Texas Commission and end users. Ms. Hankins conveniently overlooks this fact in  
15 her direct testimony, and CenturyTel similarly overlooks this finding in its proposed  
16 language in Sections 9.5.1 and 9.5.2. By contrast, Charter's language, which  
17 obligates the parties to enter the dispute resolution process, achieves the very thing  
18 that the Texas Commission required in the SBC case, namely, Texas Commission  
19 knowledge and acquiescence to any end user service change or disruption.

20

21 **VIII. ISSUE 13:**  
22 **SHOULD THE PARTIES AGREE TO A REASONABLE LIMITATION AS**  
23 **TO THE PERIOD OF TIME BY WHICH CLAIMS ARISING UNDER THE**  
24 **AGREEMENT CAN BE BROUGHT?**

25

26 **Q. HAVE YOU READ THE TESTIMONY OF MR. MILLER REGARDING**  
27 **ISSUE 13(b)?**

28

29 **A.** Yes, I have.

30 **Q. WHAT IS YOUR RESPONSE?**

1 A. I continue to be concerned with the very broad, and unsupported, assertions that Mr.  
2 Miller makes with respect to Charter bill review practices. They are simply not true.

3 **Q. WHAT STATEMENT(S), SPECIFICALLY, ARE YOU REFERRING TO?**

4 A. Well, first Mr. Miller claims on page 48, lines 8-22, that Charter simply disputes  
5 invoices without any basis, or intent to resolve the matter. That is not true.

6 **Q. PLEASE EXPLAIN.**

7 A. Mr. Miller's statement refers to the dispute that I have already discussed at the  
8 beginning of my testimony between the parties in Missouri. As I explained in earlier  
9 portions of this testimony, Charter consistently disputed CenturyTel's invoices in  
10 Missouri.

11 **Q. BUT MR. MILLER STATES THAT CHARTER'S POSITION "WAS NOT**  
12 **PERSUASIVE." (PAGE 48, LINE 14) IS THAT CORRECT?**

13  
14 A. No. As explained above, the Commission issued a Report and Order in docket LC-  
15 2008-0049 today agreeing with Charter's claims. Based upon my review of the  
16 Commissions Report and Order I believe that the Commission found Charter's  
17 evidence of CenturyTel's improper charges persuasive. The Commission's decision  
18 shows that Charter was correct in disputing the invoices in Missouri, and that it took  
19 the proper course of action. CenturyTel, in fact, was the entity that had "improperly  
20 billed" Charter for services which the parties agreement "does not authorize." So Mr.  
21 Miller's assertion that Charter improperly disputed the CenturyTel Missouri invoices  
22 is contradicted by the Commission's conclusion on that question.

23 **Q. MR. MILLER STATES THAT CHARTER HAS A "GENERAL POLICY" TO**  
24 **SEND A BILL DISPUTE WITHOUT SUFFICIENT EXPLANATION, AND**  
25 **THEN SIMPLY WITHHOLD PAYMENT FOR AS LONG AS IT CAN (PAGE**  
26 **49, LINES 11-14). IS THAT ACCURATE?**  
27

1 A. No, that is in fact completely inaccurate. Charter has a very specific bill dispute  
2 process in place, which we tailor to our specific interconnection agreements.

3  
4 **Q. HAS CHARTER EVER DISPUTED CENTURYTEL'S CHARGES?**

5  
6 A. Yes. Charter has a practice of formally disputing what it believes to be improper  
7 charges that have been assessed upon it by CenturyTel. In fact, where Charter has  
8 found it appropriate to dispute CenturyTel's charges, it has done so formally in  
9 accordance with the terms of the existing interconnection agreements between the  
10 parties via two different methods.

11 **Q. PLEASE EXPLAIN HOW CHARTER NORMALLY PROVIDES BILL**  
12 **DISPUTE NOTICES TO CENTURYTEL.**

13  
14 A. The first form of notice, Charter's monthly bill dispute statements, is the standard  
15 process used in the telecommunications industry, and has been specifically required  
16 in existing interconnection agreements between the parties.

17 Generally speaking, virtually every month CenturyTel assesses improper charges on  
18 Charter. And each month (within a reasonable time after receiving CenturyTel's  
19 bills), Charter provides to CenturyTel detailed statements providing notice of  
20 Charter's dispute of the charges, and the basis for such disputes. Charter's bill  
21 dispute statements are delivered to the designated CenturyTel representative  
22 electronically (thereby providing prompt notice to the billing Party - CenturyTel), and  
23 each of the dispute statements provides specific details as to the reason for the  
24 dispute.

25 As I noted, this process has been required by existing interconnection agreements  
26 between the parties. And through these monthly notices, Charter has complied with



1 the terms of those agreements by consistently providing notice of its dispute of  
2 CenturyTel's charges.

3 **Q. WHAT ABOUT THE SECOND FORM OF NOTICE HOW DOES CHARTER**  
4 **PROVIDE THAT NOTICE?**

5  
6 **A.** The second form of notice is also contemplated by many of our existing  
7 interconnection agreements with ILECs. Under the terms of those agreements, a  
8 party is permitted to dispute an entire "class" of charges prospectively by simply  
9 providing a single notice to the billing party. Charter has provided such a notice to  
10 CenturyTel by formal correspondence in the past. In addition, Charter has provided  
11 this prospective notice in other ways, including on several of the monthly bill dispute  
12 statements it has submitted to CenturyTel.

13 **Q. MR. MILLER CLAIMS THAT IN 2004 CHARTER DID NOT PROPERLY**  
14 **ESCALATE A BILL DISPUTE WITH CENTURYTEL. IS THAT CORRECT?**

15  
16 **A.** No, that is not correct. Again, the Commission determined that Charter has complied  
17 with bill dispute provisions in the current Charter-CenturyTel interconnection  
18 agreement. (Report and Order, LC-2008-0049 at 12.)

19 **Q. BUT MR. MILLER CLAIMS THAT CHARTER NEVER SEEKS FORMAL**  
20 **RESOLUTION OF BILLING DISPUTES (PAGE 48, LINE 8-10). DO YOU**  
21 **AGREE?**

22  
23 **A.** No. We obviously did seek formal resolution of the bill disputes in both Wisconsin  
24 and Missouri as I have already explained.

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

27  
28 **A.** Charter is forced to undertake a very time consuming process to sort through  
29 CenturyTel's invoices and identify billing errors made by CenturyTel. Specifically,  
30 Charter has to enter billing disputes into its invoice processing system. These

1 disputes (as well as invoice charges) are assigned a general ledger coding in the  
2 invoice processing system. The disputed charges are then short-paid, and are entered  
3 into Charter's dispute tracking database, which consists of an excel spreadsheet that  
4 lists each Billing Telephone Number ("BTN"), invoice page number, charge amount  
5 and the reason for each disputed charge.

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

18 **IX. CONCLUSION**

19  
20 **Q: WHAT ACTION DOES CENTURYTEL REQUEST THAT THE**  
21 **COMMISSION TAKE WITH RESPECT TO ISSUES 4, 6 and 8?**

22  
23 **A.** Charter respectfully requests that the Commission adopt Charter's proposed language  
24 and revisions to Article III, Sections 2.6 (Issue 4(a)); 2.7 (Issue 4(b)); 6.1.1, 6.1.2, 6.2  
25 (Issue 6); and 9.4.2, 9.5.1 and 9.5.2 (Issue 8(b)), and reject CenturyTel's opposition to  
26 Charter's proposed language.

1

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

3 **A. Yes.**

4

## **SCHEDULE LIST**

SCHEDULE PG-1:	2007 CENTURYTEL LETTER TO CHARTER AFFILIATED COMPANIES THREATENING TO TERMINATE SERVICE
SCHEDULE PG-2:	MISSOURI PSC AND WISCONSIN PSC "STANDSTILL" ORDERS
SCHEDULE PG-3:	TESTIMONY OF MISSOURI PSC STAFF WITNESS MR. WILLIAM VOIGHT.
SCHEDULE PG-4:	MOODY'S RATINGS REPORT OF CENTURYTEL DATED JUNE 24, 2008
SCHEDULE PG-5:	INVOICE FROM CENTURYTEL SHOWING DISPUTED CHARGES

**SCHEDULE PG-1**

**2007 CenturyTel Letter to  
Charter Affiliated Companies Threatening to  
Terminate Service**

P.O. Box 4065  
Monroe, LA 71211-4065  
Tel 318 388 9000



July 11, 2007

**VIA OVERNIGHT MAIL**

Charter Communications  
Legal Department - Telephone  
12405 Powerscourt Drive  
St. Louis, Missouri 63131

Charter FiberLink, LLC  
Corporate Telephony - Carrier Relations  
12405 Powerscourt Drive  
St. Louis, Missouri 63131

Chris Savage  
K.C. Halm  
Cole, Raywid & Braverman  
1919 Penn. Ave., N.W., Suite 200  
Washington, D.C. 20006

Re: Notice from CenturyTel Wisconsin ILECs<sup>1</sup> (collectively, "CenturyTel")  
to Charter Fiberlink, LLC ("Charter")

To whom it may Concern:

This letter shall serve as written notice of default to Charter in accordance with Article III, Section 2.3 of our Wisconsin Interconnection Agreement (the "Agreement"). According to CenturyTel's billing records, Charter has a past due balance due to CenturyTel of \$40,789.80. Total due by July 16, 2007 is \$51,180.78.

Accordingly, pursuant to Article III, Section 2.3 of the Rural Agreement, CenturyTel is suspending acceptance and provisioning of any new orders from Charter **effective immediately**. If full payment of the outstanding amount of \$51,180.78 is not received within twenty (20) Business Days of the receipt of this letter, or by August 8, 2007, the Agreement will be terminated, and CenturyTel will not entertain any request for new services until all outstanding balances are fully paid.

<sup>1</sup> CenturyTel Wisconsin ILECs include the following rural operating companies - CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, LLC and CenturyTel of Wisconsin, LLC, and non-rural operating companies - CenturyTel of the Midwest-Kendall, LLC, CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC.

Charter Legal Department-Telephone  
July 11, 2007  
Page 2

We appreciate your attention to this matter. Please contact Pam Hankins at (318) 368-8654 or Todd Stein at (616) 676-4656 with questions.

Sincerely,

A handwritten signature in cursive script that reads "Pam Hankins". The signature is written in dark ink and is positioned below the word "Sincerely,".

Pam Hankins  
Manager, Carrier Relations Collections

cc: Wisconsin Public Service Commission  
Todd Stein – Regional Carrier Relations Director  
Lorenzo Cruz – Regional Government Relations Director

## **SCHEDULE PG-2**

**Missouri PSC and Wisconsin PSC  
“Standstill” Orders**



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

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

**Case No. LC-2008-0049**

**ORDER DIRECTING CENTURYTEL TO CONTINUE TO PROCESS CHARTER**  
**SERVICE ORDER REQUESTS WHILE THIS COMPLAINT IS PENDING**

Issue Date: August 27, 2007

Effective Date: August 27, 2007

On August 24, 2007, Charter Fiberlink, LLC ("Charter"), filed a complaint against CenturyTel of Missouri, LLC ("CenturyTel"). Charter's complaint describes a billing dispute relating to charges assessed by CenturyTel associated with the porting of telephone numbers from CenturyTel's network to Charter's network. Charter alleges that CenturyTel has threatened to discontinue processing all Charter service order requests on August 28, if Charter does not pay the disputed charges. In order to allow the Commission time to review its complaint before CenturyTel ceases processing its service order requests, Charter asks the Commission to order CenturyTel to continue processing Charter's service order requests while the complaint is pending.

Commission rule 4 CSR 240-33.110(5), which establishes procedures regarding the filing of complaints against telecommunications companies, provides that while a complaint is pending before the Commission, the subject matter of that complaint will not constitute a basis for discontinuance of service. Based on that rule, and on the allegations found in

Charter's complaint, the Commission will order CenturyTel to continue to provide service to Charter during the pendency of the complaint.

Since this complaint was filed only four days before the threatened discontinuance of service, CenturyTel has not yet had an opportunity to respond to Charter's motion. However, Section 386.310.1 gives the Commission the authority to waive the requirement for notice and hearing and immediately issue an order in any case in which the Commission determines that the failure to do so would result in the likelihood of imminent threat of serious harm to life or property. Charter's complaint indicates that CenturyTel has threatened to discontinue service to Charter. The threatened discontinuation of service could result in Charter being unable to port the telephone numbers of subscribers wishing to transfer service to Charter, affect Charter's ability to order trunks or interconnection facilities, and impair Charter's ability to provide certain directory listing information to its subscribers. That is a threat of serious harm to property justifying immediate action by the Commission.

CenturyTel has been ordered to file a response to Charter's complaint by September 26. If it believes that the Commission's order to continue providing service should be lifted before Charter's complaint is resolved, CenturyTel may file a motion requesting relief at any time.

**IT IS ORDERED THAT:**

1. CenturyTel of Missouri, LLC, shall continue to process service order requests from Charter Fiberlink, LLC, while Charter Fiberlink, LLC's complaint is pending before the Commission.

2. This order shall become effective on August 27, 2007.

BY THE COMMISSION

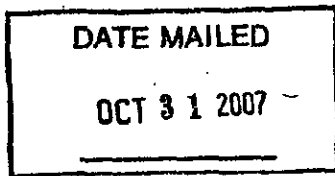
A handwritten signature in black ink, appearing to read 'Colleen M. Dale', is written over a rectangular stamp area.

Colleen M. Dale  
Secretary

(S E A L)

Cherlyn D. Voss, Regulatory Law Judge,  
by delegation of authority pursuant to  
Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,  
on this 27th day of August, 2007.



Public Service Commission of Wisconsin  
RECEIVED: 10/31/07, 3:39:16 PM

BEFORE THE

PUBLIC SERVICE COMMISSION OF WISCONSIN

Complaint and Request for Expedited Action by Charter  
Fiberlink, LLC, Concerning Charges by CenturyTel for Local  
Number Portability

2930-TI-103

**Interim Order Pursuant to Wis. Stat. § 196.199(3)(e)**

This is an interim order addressing a request under Wis. Stat. § 196.199 by Charter Fiberlink, LLC (Charter), for expedited action against CenturyTel local exchange companies (collectively, CenturyTel)<sup>1</sup>, respecting the disposition of local number portability (LNP) requests by Charter under the parties' current interconnection agreement (ICA) approved by the Commission in docket 05-TI-1371, effective by contract provision as of August 2, 2005.

The Commission opened this docket pursuant to due notice issued October 12, 2007. The notice provides for delegation of the case to the undersigned because of the 120-day limitation on a Commission decision. Wis. Stat. § 196.199(3)(a)2n. To handle the request for expedited action, the notice provided for simultaneous initial and reply party briefs and supporting affidavits to be completed by October 19, 2007. This Interim Order is based upon those filings and the parties' other pleadings already on file in this docket.

<sup>1</sup> The CenturyTel operating companies at issue are CenturyTel of Fairwater-Brandon-Alto, LLC; CenturyTel of Forestville, LLC; CenturyTel of Larsen-Readfield, LLC; CenturyTel of Monroe County, LLC; CenturyTel of Northern Wisconsin, LLC; CenturyTel of Northwest Wisconsin, LLC; CenturyTel of Southern Wisconsin, LLC; CenturyTel of the Midwest-Wisconsin, LLC; and CenturyTel of Wisconsin, LLC.

**Discussion**

Charter's request for expedited relief (a stand still order) asks that CenturyTel be ordered to continue processing service order requests for number porting and other functions, as specified in the ICA.

Applicable Standard. The standard for expedited-relief under Wis. Stat. § 196.199(3)(e) requires a showing that: (1) there is a "substantial probability" the moving party will ultimately show the other or opposing party failed to comply with the interconnection agreement; (2) the opposing party's action or inaction has a "substantial adverse effect" upon the moving party's ability to provide telecommunications services to existing or potential customers; and (3) the order is in the public interest. See Wis. Stat. § 196.199(3)(e).

Party Positions. Charter asserts that CenturyTel has threatened to discontinue processing LNP orders unless Charter pays certain charges for such service, notwithstanding Charter's dispute as to each CenturyTel bill for LNP service order charges. See Complaint, ¶¶ 32-39. Charter argues that LNP is covered by Art. IV, Sec. 8.1.1 of the ICA, and that there are no charges for LNP provided in the ICA. Charter contends that under Art. III, Sec. 18.6 of the ICA, CenturyTel must continue to provide services during the pendency of any dispute so long as all undisputed charges have been paid.

CenturyTel's view is that CenturyTel would never have agreed to process orders for free, and thereby give Charter a treatment not accorded any other carrier requesting LNP from CenturyTel. Century Response, p. 2. CenturyTel contends that the parties agreed to remove LNP terms from the ICA upon the "express understanding" that the parties would negotiate LNP

Docket 2930-TI-103

terms and provisions when Charter indicated an intent to begin porting. CenturyTel views the request for LNP as the type of request contemplated in LNP implementation regulations at 47 C.F.R. § 52.23(c) and negotiation and arbitration provisions under 47 U.S.C. § 252.

CenturyTel Response, p. 2. In the absence of express contract terms for LNP service, CenturyTel nonetheless processed LNP orders. Because no specific LNP charges are in the ICA, CenturyTel submits that its CenturyTel Service Guide applies, which indicates that tariff charges will apply. As CenturyTel has no duty under the ICA to provide LNP without a Bona Fide Request (BFR) from Charter for negotiated LNP implementation, CenturyTel contends it has no obligation to observe the service continuation provision in Art III, Sec. 18.6.

Determination. The Commission finds that the relevant provision at issue for this request for expedited relief is Art IV, Sec. 8.1:

8.1 Local Number Portability

8.1.1 LNP shall be provided in response to a porting request from either Party, consistent with applicable time periods and procedures established [in] the Act and applicable FCC regulations. The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and State mandates, and industry standards, as may be applicable.

8.1.2 The Parties will jointly plan for LNP implementation.

The parties have defined LNP in Appendix B of the ICA as the "ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another." "Porting request" however, is not defined in the ICA, thereby causing resort to the Undefined Terms provision, Appendix B, ¶ 1.95, that specifies undefined terms are to be construed in accordance with CenturyTel's tariffs, or, if not defined

Docket 2930-TI-103

there, according to customary usage in the telecommunications industry as of the effective date of the ICA. CenturyTel has not proffered a tariff definition of porting request even though it is in the best position to offer one. Resort to customary usage is thus appropriate.

Customary usage as evidenced in Federal Communications Commission (FCC) decisions shows that the term is ambiguous. "Porting request" can be plausibly construed as an individual customer porting request embodied in a service order from the customer's new carrier to the carrier the customer is leaving, and also as a "porting request" for the initiation of a BFR—which is defined in ICA Appendix B, ¶ 1.11—for customized LNP implementation arrangements. CenturyTel advances this latter interpretation. Examples of this interpretation are found in orders in the FCC's lead docket on number portability, e.g., *In the Matter of Telephone Number Portability*, 19 F.C.C.R. 875, 876, ¶ 4 (2004), and 20 F.C.C.R. 16,323, 16,328, ¶ 15 (2005) (porting requests referred to carrier requests for general LNP implementation). Examples of the individual customer meaning for porting requests are also found in FCC orders since 1996, e.g., *In the Matter of BellSouth Telecommunications, Inc. Request for Declaratory Ruling That State Commissions May Not Regulate Broadband Internet Access Services By Requiring BellSouth to Provide Wholesale or Retail Broadband Services to Competitive LEC UNE Voice Customers*, 20 F.C.C.R. 6830, 6849 ¶ 36 (Mar. 25, 2005) ("Time Warner, and Bright House Networks raise arguments that incumbent LECs have unlawful internal policies of delaying number porting requests when competing voice service providers win a voice customer that also subscribes to DSL").

Under Wisconsin law, a contract provision is ambiguous if it is reasonably and fairly susceptible to more than one construction. *See, e.g., Tri City National Bank v. Federal Ins. Co.*, 268 Wis. 2d 785, 798, 679 N.W.2d 617 (Ct. App. 2003). Furthermore,

After a contract has been found to be ambiguous, it is the duty of the courts to determine the intent of the parties at the time the agreement was entered into. . . . In resolving the ambiguity and determining the parties' intent, the court may look beyond the face of the contract and consider extrinsic evidence. . . . Additionally, the court may rely on the canons of construction which are designed to ascertain the intentions of the parties entering into a contract. . . ."

*Capital Inv. Inc. v. Whitehall Packing, Inc.*, 91 Wis. 2d 178, 190, 280 N.W.2d 254 (1979) (citations omitted). Because the LNP contract clause is ambiguous in its meaning of a porting request, the Commission will look to parole evidence, notwithstanding the parties' "Entire Agreement" clause intended to preclude resort to matters outside the ICA. *See* ICA Art. IV, Sec. 19.

Turning to the voluminous exhibits furnished by the parties, the Commission finds that the exhibits supplied by Charter show that the intent, at least Charter's intent, in drafting Art. IV, Sec. 8.1 was to clearly remove the generic BFR meaning as to porting request, not reinstate it. CenturyTel agreed to this language change. Thus, the intent of the parties at the time of drafting in the language they used was to provide LNP to respond to individual customer service orders, or "porting requests," to transfer their numbers from CenturyTel to Charter, and vice versa. Although the contract language could be more clear, the progression of the language changes argues for a conclusion that the "request" that is now in the ICA is not the same as the BFR request as used in the initial drafts.<sup>2</sup>

---

<sup>2</sup> CenturyTel notes its understandings, beliefs and intentions for various changes made to the LNP provisions; however, the ICA itself does bear these out.



Therefore, as to the first of the three showings under Wis. Stat. § 196.199(3)(e), the Commission finds that there is a substantial probability that Charter's individual porting request interpretation of the relevant ICA language will prevail in the final decision.

As for the second and third showings under the statute, Charter satisfies those as well. The affidavit of Patricia Lewis attests to substantial adverse effect upon Charter if CenturyTel could deny number portability. Potential customers would not be able to secure uninterrupted telecommunications service, and certainly would be at risk for impaired "quality, reliability, and convenience" when switching carriers. See ICA Appendix B, ¶ 1.58 (definition of LNP). Charter's reputational interests would also be at risk. Aff. of Patricia Lewis, ¶¶ 9-10. Of course, as CenturyTel notes, Charter could avoid these effects by paying the tendered charges; however, the ICA wording on LNP does not support that Charter has that obligation.

The public interest certainly favors the preservation and promotion of competition, promotion of consumer choice, consideration of the impacts upon the quality-of-life, and promotion of efficiency and productivity. See Wis. Stat. § 196.03(6)(a), (b), (c), and (f), respectively. Primary emphasis; however, must be placed upon the promotion of consumer choice. The interests of the consumer, the party not present in this dispute, must be paramount in administering Wis. Stat. ch. 196. See *GTE North, Inc. v. Pub. Serv. Comm'n of Wis.*, 176 Wis. 2d 559, 568, 500 N.W.2d 284 (1993) ("The primary purpose of the public utility laws in this state is protection of the consuming public.").

The Commission therefore concludes that Charter's requests for LNP in service orders should be honored without delay by CenturyTel, and according to industry standards as the parties themselves agreed in Art. IV, Sec. 8.1. Charter's request for stand still relief is granted

Docket 2930-TI-103

insofar as it orders relief as to requested "other functions" that CenturyTel might seek to deny.<sup>3</sup>

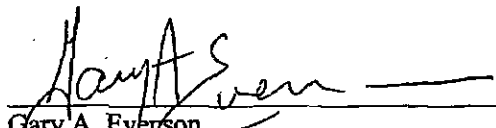
This Interim Order, however, does not address whether CenturyTel and Charter have agreed that CenturyTel may impose a charge for this LNP service orders received. That issue remains for the final decision in this docket. This order is issued pursuant to delegated authority granted the undersigned and Wis. Stat. § 196.199(3)(e).

#### Order

1. This Order is effective immediately upon mailing.
2. CenturyTel shall process without delay and consistent with the above-noted requirements, Charter service order requests for LNP and other functions for individual consumers seeking to change their telecommunications services from CenturyTel to Charter.
3. Jurisdiction is retained.

Dated at Madison, Wisconsin, 30 October 2007

For the Commission:

  
\_\_\_\_\_  
Gary A. Evenson  
Administrator  
Telecommunications Division

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<sup>3</sup> Under Wis. Stat. § 196.199, this dispute is on track for a final determination before the year end. The CenturyTel proposal for "escrow" payments is not needed. If the CenturyTel position should finally prevail, Charter will owe for LNP and CenturyTel will be paid. The escrow provides no additional necessary protection to CenturyTel's interest.

Docket 2930-TI-103

APPENDIX A  
(CONTESTED)

In order to comply with Wis. Stat. § 227.47, the following parties who appeared before the agency are considered parties for purposes of review under Wis. Stat. § 227.53.

Public Service Commission of Wisconsin  
(Not a party but must be served)  
P.O. Box 7854  
Madison, WI 53707-7854

CENTURYTEL LOCAL EXCHANGE COMPANIES  
Bradley D. Jackson  
Brian H. Potts  
Foley & Lardner LLP  
150 East Gilman Street  
Madison, WI 53703-1481

CHARTER FIBERLINK, LLC  
K.C. Halm  
Brian Nixon  
Davis Wright Tremaine, LLP  
1919 Pennsylvania Avenue, N.W., Suite 200  
Washington, DC 20006

CHARTER FIBERLINK, LLC  
Carrie Cox  
Clifford K. Williams  
12405 Powerscourt Drive  
St. Louis, MO 63131

**SCHEDULE PG-3**

**Testimony of Missouri PSC Staff  
Witness Mr. William Voight**

Exhibit No.:  
Issues: Telephone Specific  
Witness: William L. Voight  
Sponsoring Party: MO PSC Staff  
Type of Exhibit: Rebuttal Testimony  
Case No.: LC-2008-0049  
Date Testimony Prepared: February 15, 2008

**MISSOURI PUBLIC SERVICE COMMISSION**

**UTILITY OPERATIONS DIVISION**

**REBUTTAL TESTIMONY**

**OF**

**WILLIAM L. VOIGHT**

**CHARTER FIBERLINK-MISSOURI VS. CENTURYTEL**

**CASE NO. LC-2008-0049**

**Jefferson City, Missouri  
February 2008**

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

Complaint of 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

**AFFIDAVIT OF WILLIAM L. VOIGHT**

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF COLE     )

William L. Voight, of lawful age, on his oath states: that he has participated in the preparation of the following Rebuttal Testimony in question and answer form, consisting of 15 pages of Rebuttal Testimony to be presented in the above case, that the answers in the following Rebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true to the best of his knowledge and belief.



William L. Voight

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



SUSAN L. SUNDERMEYER  
My Commission Expires  
September 21, 2010  
Callaway County  
Commission #06942088

  
Notary Public

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**REBUTTAL TESTIMONY**  
**OF**  
**WILLIAM L. VOIGHT**  
**CHARTER FIBERLINK-MISSOURI VS. CENTURYTEL**  
**CASE NO. LC-2008-0049**

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

A. My name is William L. Voight and my business address is P.O. Box 360,  
200 Madison Street, Jefferson City, Missouri 65102.

**Q. By whom are you employed and in what capacity?**

A. I am employed by the Missouri Public Service Commission as a  
supervisor in the Telecommunications Department. I have general supervisory  
responsibility for staff recommendations pertaining to tariff filings, certificate  
applications, interconnection agreements, and telephone company mergers and  
acquisitions. In conjunction with other staff persons, I provide staff recommendations on  
a wide variety of other matters before the Commission including rule makings,  
complaints filed with the Commission, and Commission comments to the Federal  
Communication Commission (FCC). My duties have also involved participation as a  
member of the Commission's Arbitration Advisory Staff, which is comprised of subject  
matter experts who assist an arbitrator in disputes involving the Federal  
Telecommunications Act of 1996. Lastly, I participate in and coordinate special projects,  
as assigned by management. Examples of special projects include Case No. TW-2004-  
0324, a Study of Voice over Internet Protocol in Missouri, and Case No. TW-2004-0471,  
a Commission-appointed Task Force to study expanded local calling in Missouri. As

**Rebuttal Testimony of  
William L. Voight**

1 necessary and appropriate, I also provide assistance to the Commission, upper  
2 management, and members of the General Assembly on legislative matters.

3 **Q. What is your education and previous work experience?**

4 A. I received a Bachelor of Science degree with a major in economics from  
5 Lincoln University in Jefferson City, Missouri. A copy of relevant work history is  
6 attached as Schedule 1.

7 **Q. Have you previously testified before the Commission?**

8 A. Yes, a copy of previous testimonies is attached as Schedule 2.

9 **Q. What is the purpose of your rebuttal testimony?**

10 A. On August 24, 2007, Charter Fiberlink, LLC (Charter), filed a complaint  
11 with the MoPSC against CenturyTel of Missouri (CenturyTel). On January 18, 2008  
12 witnesses for both Charter and CenturyTel filed direct testimony. My rebuttal testimony  
13 is responsive to the direct testimony of Mr. Guy E. Miller, III, filed on behalf of  
14 CenturyTel.

15 **Q. Would you please provide an executive summary of your testimony?**

16 A. Yes. The only issue for the Commission to decide in this case is whether  
17 CenturyTel is authorized to bill Charter for telephone number porting. The Staff believes  
18 CenturyTel is not authorized to apply such a rate since a telephone number porting charge  
19 is not contained in the Parties' Interconnection Agreement. In addition, the Staff finds the  
20 application of rates contained within CenturyTel's tariff and Service Guide are not  
21 applicable and do not justify the application of a telephone number porting charge. The  
22 Staff recommends the Commission uphold Charter's complaint by finding that the  
23 Agreement does not authorize CenturyTel to charge for telephone number porting.



Rebuttal Testimony of  
William L. Voight

1           **Q.     Mr. Miller states that Charter's complaint is premature and in**  
2 **violation of its dispute resolution obligations under the Parties' Agreement (Miller**  
3 **Direct Testimony; page 30, line 22). What is your response?**

4           **A.     CenturyTel makes the same argument in its September 26, 2007 Motion to**  
5 **Dismiss. At page 5 of that Motion, CenturyTel also alleges the Commission is without**  
6 **jurisdiction to hear this matter. Staff notes Mr. Miller's further statement that CenturyTel**  
7 **does not intend to further pursue its jurisdictional challenge (Miller Direct Testimony;**  
8 **page 31, line 1). Based on Mr. Miller's testimony, the Staff suggests CenturyTel should**  
9 **withdraw its Motion to Dismiss.**

10           **Q.     Mr. Miller addresses the Federal Communications Commission's**  
11 **(FCC's) cost recovery rule (Direct Testimony; page 11, line 13); an FCC ruling in**  
12 **Case No. 04-91 (Direct Testimony; page 15, line 3); an FCC "Third Report and**  
13 **Order" (Direct Testimony; page 15, line 14); and administrative processing or**  
14 **"transaction" fees associated with local service requests by wireless telephone**  
15 **providers (Direct Testimony; page 17, line 7). What is your response?**

16           **A.     Mr. Miller's testimony on these matters is acknowledged and respected by**  
17 **the Staff. However, the Staff asserts that such discussions are antidotal and not**  
18 **particularly germane to the issue at hand. In the Staff's view, Mr. Miller's testimony**  
19 **would be much more on point if this were an arbitration hearing, and the Commission**  
20 **was being asked to decide matters of policy, cost, price, engineering and so forth. Rather,**  
21 **this case should be viewed solely as one of contract interpretation.**

22           **Q.     What issues must the Commission decide in this case?**

Rebuttal Testimony of  
William L. Voight

1           A.     The only issue for the Commission to decide in this case is whether  
2 CenturyTel is authorized to apply a charge for porting telephone numbers to Charter.

3           **Q.     Does the Parties' Interconnection Agreement contain such a charge?**

4           A.     No, it does not. There is no charge for porting telephone numbers  
5 identified in CenturyTel's Agreement with Charter. Section 15 of the Agreement, which  
6 prescribes the Parties' obligations with respect to local number portability, contains no  
7 reference to charges for porting telephone numbers. Moreover, the various pricing  
8 attachments to the Agreement are devoid of any charges for number porting. A copy of  
9 Section 15 of the Agreement is attached to my testimony as Schedule 3.

10          **Q.     Do you have an example of a CenturyTel interconnection agreement**  
11 **that does contain number porting charges?**

12          A.     Yes. Attached to my testimony is Schedule 4, which is one such example.

13          **Q.     Please describe Schedule 4.**

14          A.     Schedule 4 is a copy of the relevant pages of Section XII of CenturyTel's  
15 Interconnection Agreement with Socket Telecom, Inc. (Socket). As can be seen, Section  
16 XII is titled "Local Number Portability – Permanent Number Portability." The particular  
17 charge for number porting may be seen in paragraph 7.2.1.1, as shown on page 5 of 5 of  
18 Article XII, which is attached as Schedule 4-2. As can be seen, the charge is \$3.92 per  
19 port order.

20          **Q.     What is the significance of Schedule 4?**

21          A.     Schedule 4 shows a Commission-approved Interconnection Agreement  
22 that contains a rate for telephone number porting. The charge is contained in Schedule 4-  
23 2 at paragraph 7.2.1.1. Even though the rate element is labeled "Service Order Charge"

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1 the rate element is contained within the telephone number portability section of the  
2 Agreement. In the Staff's view, setting forth the *agreed upon* charge in the number  
3 portability section of the Agreement makes it clear that the charge is for number  
4 portability.

5 Pursuant to the Telecommunications Act of 1996, local interconnection charges,  
6 such as the rate at issue in this case, are required to be submitted to the Commission for  
7 approval. As can also be seen in paragraph 1.0 on Schedule 4-1, the \$3.92 rate is  
8 reciprocal; that is to say, CenturyTel and Socket charge each other the same rate for the  
9 same telephone number porting service. The significance of Schedule 4 is that no similar  
10 agreement between CenturyTel and Charter has ever been presented to the Commission.  
11 Consequently, there is no basis for either carrier to impose a number porting charge on  
12 the other.

13 **Q. At page 3 of its September 26, 2007 Motion to Dismiss, CenturyTel**  
14 **alleges that Charter owes more than \$120,000 in telephone number porting charges.**  
15 **At the time of his testimony, Mr. Miller stated that the dollar amount owed was**  
16 **\$128,844.45 (Miller Direct; page 10, line 20). This amount is confirmed in the**  
17 **testimony of Ms. Pam Hankins on behalf of CenturyTel (Hankins Direct Testimony,**  
18 **page 3, line 19). If CenturyTel truly believes a telephone number porting charge**  
19 **should apply to Charter, what, in the Staff's view, does CenturyTel need to do?**

20 **A. The Parties are operating under an Agreement that was entered into in**  
21 **August 2001 (Charter's August 23, 2007 Complaint, paragraph 7). In the Staff's view, if**  
22 **CenturyTel believes such charges are appropriate, it should seek to amend the Agreement**  
23 **so that telephone number porting charges are clearly set forth in the Agreement. By way**

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1 of example, Schedule 4-2 offers a rate of \$3.92 that has been previously negotiated by  
2 CenturyTel for such purposes.

3 **Q. What rate does CenturyTel charge Charter for local number**  
4 **portability?**

5 A. In its initial August 23, 2007 Complaint (paragraph 14), Charter alleged  
6 that CenturyTel charged \$19.78 for telephone number porting. According to Mr. Schremp  
7 of Charter, the rate at one time was \$19.78 but Charter has recently been billed a rate of  
8 \$23.44 for each telephone number ported (Schremp Direct Testimony; page 9, lines 23-  
9 25). The \$19.78 is characterized by CenturyTel witness Hankins as an "inappropriate"  
10 unbundled network element switch port rate that was inadvertently charged to Charter but  
11 has since been corrected (Hankins Direct Testimony; page 11, line 4). According to  
12 Charter's October 26, 2007 Reply to CenturyTel's Motion to Dismiss (page 14), the rate  
13 is \$23.44 in non-competitive exchanges and a slightly higher rate of \$23.48 is charged in  
14 competitive exchanges.

15 **Q. What activities are covered by the \$23.44 and \$23.48 rates CenturyTel**  
16 **purportedly charges Charter for telephone number porting?**

17 A. Mr. Miller states that these charges are found in Section 5, Sheet 4 of  
18 CenturyTel's [General Exchange] tariff. These charges are known as "Service Ordering  
19 Charges" and are, quite simply, the rates charged to business customers that order new  
20 telephone service from CenturyTel, or that request changes to existing CenturyTel  
21 service. If the customer's request is for new telephone service, the rate is said to be an  
22 Initial Order Charge, which may also be properly referred to as an installation charge. A  
23 Subsequent Order Charge applies to customers who subsequently request that existing

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1 service be moved, added to, or changed. Interestingly, Service Ordering Charges do not  
2 apply to customers who cancel service with CenturyTel, which is typically the case in  
3 number porting situations. The relevant tariff sheets describing Service Ordering Charges  
4 are attached to my testimony as Schedule 5.

5 **Q. Since it is not contained in the Parties' contractual agreement, how**  
6 **does CenturyTel attempt to justify its local number portability charge to Charter?**

7 **A. One attempt to justify the charge is with use of CenturyTel's Mo. P.S.C.**  
8 **No. 1 General and Local Exchange Tariff. This position is set forth beginning on page 13**  
9 **of CenturyTel's September 26<sup>th</sup> Motion to Dismiss, and on pages 24-26 of Mr. Miller's**  
10 **Direct Testimony.**

11 **Q. What is your response to CenturyTel's position that a tariff governs**  
12 **the number portability charges it seeks to impose on Charter?**

13 **A. The tariff cited by CenturyTel (CenturyTel Mo. No. 1) is not applicable to**  
14 **the number porting activities involving Charter. This is especially true because Charter**  
15 **does not resell CenturyTel's telephone service. Absent express references to the contrary,**  
16 **CenturyTel's General and Local Exchange Tariff governs the "retail" telephone exchange**  
17 **service provided by CenturyTel to business and residential end-users, and does not**  
18 **contain "wholesale" rates charged to other telephone companies.**

19 **Q. Mr. Miller makes the following statement:**

20  
21 **An initial service order charge is billed for the first order**  
22 **submitted by an entity on an individual account. Subsequent**  
23 **service order charges may be billed if that same entity issues**  
24 **subsequent service orders for the same individual account**  
25 **(Direct Testimony; page 22, line 22).**  
26

27 **How do you respond?**

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1           A.     As is clearly set out in B.1.a of Schedule 5-2, CenturyTel's Initial Order  
2 Charges apply for "*connections of service*." From the Staff's perspective, whatever may  
3 be said about Charter's request for CenturyTel to port telephone numbers, clearly such  
4 requests do not involve connections of CenturyTel telephone service. In the Staff's view,  
5 CenturyTel is simply attempting to misapply the rate application.

6           CenturyTel's Initial Service Order rates taken from its "retail" Tariff No. 1 are  
7 contrasted with CenturyTel's P.S.C. Mo. Tariff No. 10, which is CenturyTel's  
8 "wholesale" tariff.

9           **Q.     Please explain the purpose of CenturyTel's wholesale Mo. Tariff No.**  
10 **10.**

11          A.     As shown on Schedule 6 of this testimony, the purpose of CenturyTel's  
12 Tariff No. 10 is to provide interconnection rates, terms and conditions to local exchange  
13 carriers that do not have an interconnection agreement with CenturyTel or, alternatively,  
14 Tariff 10 forms the basis of tariff charges for carriers who *do have* an interconnection  
15 agreement with CenturyTel, but such agreement contains an *express* incorporation of  
16 tariffed rates, terms, and conditions.

17          **Q.     Please explain the significance of Tariff No. 10 to the instant case.**

18          A.     Although CenturyTel is not proposing to apply Tariff No. 10 to Charter in  
19 this case, Tariff No. 10 is instructive in at least two respects. First, Tariff 10 makes it  
20 obvious that [initial] service charges are synonymous with installation of telephone  
21 exchange service – a function clearly not being performed by CenturyTel in the case of  
22 Charter. Rather, Charter's service request is merely for CenturyTel to port telephone  
23 numbers, and does not have anything to do with asking CenturyTel to install telephone

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1 service. Plainly stated, Charter does not resell CenturyTel telephone service; clearly,  
2 CenturyTel's attempt to impose service order charges onto Charter represents a  
3 misguided attempt to apply installation charges when nothing is being installed by  
4 CenturyTel in the first instance.

5 Secondly, Tariff No. 10 is significant because its stated purpose – the application  
6 of wholesale tariffed rates, terms, and conditions when *expressly* referenced in an  
7 interconnection agreement – is clearly not applicable in the case with the  
8 CenturyTel/Charter Agreement. Instead of containing an express reference to a particular  
9 tariff, the Agreement between CenturyTel and Charter contains but vague tariff  
10 generalities which distort the definition of tariffs to an unacceptable level. Clearly,  
11 CenturyTel's attempt to impose telephone installation charges on Charter for telephone  
12 number porting stretches any meaningful purpose of using tariffs to form the basis of  
13 legitimate cost recovery.

14 **Q. Does the Staff oppose use of tariffs as rate and service determinants of**  
15 **local interconnection?**

16 **A.** No. The Staff is not opposed to the concept of using tariffs, either retail or  
17 wholesale, for the purpose of establishing contractual rates, terms, and conditions for  
18 local interconnection between two telephone utilities. In fact, some aspects of local  
19 interconnection, such as collocation arrangements, are noticeably set forth in tariffs.  
20 However, use of tariffs in this manner must be *expressly* set forth in Commission-  
21 approved interconnection agreements – a situation which has not occurred in the case of  
22 CenturyTel's attempt to apply local number portability charges to Charter.

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1           **Q.     Mr. Miller states that CenturyTel's tariffs are made a part of the**  
2           **CenturyTel/Charter Interconnection Agreement (Miller Direct Testimony, page 24,**  
3           **lines 1 and 16; page 25, line 13). What is your response?**

4           A.     The precise interconnection agreement wording references only tariffs that  
5           are *applicable* to the Services that are offered for sale. This language may be found in  
6           paragraph 1.1 of the Agreement, and is attached to my testimony as Schedule 7. The  
7           language referenced to by Mr. Miller is CenturyTel's "Service Ordering Charge," which  
8           represents the charge end-user customers incur for "connections of [telephone] service",  
9           which is a function clearly not occurring when Charter completes a local service request  
10          to port a telephone number from CenturyTel. The problem with CenturyTel's approach is  
11          that the installation charge it attempts to impose on Charter is not applicable to Charter  
12          because Charter's request has nothing to do with a request (from anybody) for  
13          CenturyTel to install telephone service; rather, Charter's request is to simply port a  
14          telephone number.

15          **Q.     Other than the CenturyTel tariff sheets attached as Schedule 5, do**  
16          **any of CenturyTel's other tariffs describe the purpose of service charges?**

17          A.     Yes, CenturyTel's P.S.C. Mo. No. 10, which is its wholesale tariff  
18          attached as Schedule 6, contains a "Service Charges" section whose scope is stated as  
19          follows:

20                   The purpose of this section is to provide installation rates for  
21                   services provided by the company to Competitive Local Exchange  
22                   Carriers (CLEC) customers.  
23

24          Service Charges are defined thusly:



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A service charge is a non-recurring flat charge applicable to the initial establishment of service. This charge includes but is not limited to:

- a. Establishment of basic access line service to the protector.
- b. Directory service.
- c. Number changes requested by the customer.
- d. Establishment of any service as provided for in this tariff.
- e. Reconnection of service temporarily suspended.
- f. Expediting the establishment of service.

In the Staff's view, the above wording from Tariff No. 10 reinforces Tariff No. 1's description of service charges as being synonymous with [initial] installation charges. When taken individually or in tandem, Tariffs No. 1 and 10 clearly establish the principal that an [initial] service order charge involves the initial establishment of service. Indeed, that is its very purpose. As has been repeatedly demonstrated in this testimony, the purpose of such charge has nothing to do with porting telephone numbers from one carrier to another.

**Q. What other means are used by CenturyTel to justify number porting charges to Charter?**

**A.** Mr. Miller's testimony describes CenturyTel's use of a "Service Guide" as justification of installation charges assessed to Charter (Miller Direct Testimony; page 25, line 10).

**Q. Mr. Miller testifies that a "Service Guide" is CenturyTel's "standard document that sets forth the generally available terms, conditions, and prices under which CenturyTel offers service" (Miller Direct Testimony; page 25, line 8). What is your response?**

**A.** The term "Service Guide" is not defined in the Glossary nor am I able to find any reference to such a term in the CenturyTel/Charter Interconnection Agreement.

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1 | Apparently, whatever this document is, it has not been submitted to the Commission for  
2 | approval. Mr. Miller seems to take solace in the rates, terms, and conditions of  
3 | interconnection that are purported to be contained in such a document. Moreover, Mr.  
4 | Miller appears to believe that such rates, terms, and conditions may be changed  
5 | unilaterally from time-to-time (Miller Direct Testimony; page 26, line 11). From the  
6 | Staff's perspective, CenturyTel should not expect the Commission to uphold rates, terms,  
7 | and conditions of carrier-to-carrier interconnection that have not submitted to the  
8 | Commission for approval. In this regard, the Staff views CenturyTel's actions as  
9 | disconcerting.

10 |       **Q.     Mr. Miller states that the General Terms and Conditions of the**  
11 | **Agreement permit its Service Guide to be defined as a tariff (Miller Direct**  
12 | **Testimony; page 26, lines 7-13). What is your response?**

13 |       **A.     CenturyTel's characterization of its Service Guide as a tariff is**  
14 | **counterintuitive and diametrically opposite to both a common understanding as well as**  
15 | **the Commission's definition of a tariff. 4 CSR 240-3.010 (28) defines a tariff thusly:**

16 |               Tariff means a document published by a public utility, *and approved by*  
17 |               *the commission*, that sets forth the services offered by that utility and the  
18 |               rates, terms and conditions for the use of those services (emphasis added).  
19 |

20 |       CenturyTel's Service Guide is obviously not a tariff and should not be referred to  
21 | as such. CenturyTel's position in this matter appears as an attempt to relegate all manner  
22 | of unauthorized pamphlets and brochures to the status of Commission-approved tariffs,  
23 | which may be changed at CenturyTel's arbitrary whim and will.

24 |       **Q.     If CenturyTel prevails in its claim that its Service Guide is**  
25 | **tantamount to a tariff, can you provide an example of how such characterization**

Rebuttal Testimony of  
William L. Voight

1 would permit CenturyTel to arbitrarily change the interconnection rates it charges  
2 other telecommunications carriers such as Charter?

3 A. Yes. The \$23.44 service installation rate CenturyTel purportedly charges  
4 Charter for porting telephone numbers in non-competitive exchange areas was raised on  
5 October 1, 2007 to \$23.88. A copy of CenturyTel's current and previous tariff sheets are  
6 seen on Schedules 5-4 and 5-5. Similar rates in competitive exchange areas may also be  
7 raised by CenturyTel at any time of its choosing. Because the rates charged to end-users  
8 in CenturyTel's tariffs may be arbitrarily increased without any cost justification, so too  
9 would CenturyTel be permitted to arbitrarily increase interconnection rates to other  
10 carriers if it were permitted to use tariffs as a substitute for interconnection agreements  
11 without express references to such purposes. In the Staff's view, such arbitrary price  
12 increases are antithetical to the Telecommunications Act of 1996, which contemplates  
13 that interconnection rates should contain some basis of cost.

14 Q. Mr. Voight, what is your recommendation for the Commission in this  
15 proceeding?

16 A. The Staff recommends the Commission decide this complaint in favor of  
17 Charter because the CenturyTel/Charter Interconnection Agreement lacks a proper  
18 foundation upon which to implement telephone number porting charges. Specifically, the  
19 Staff recommends the Commission:

- 20 ✓ Rule that CenturyTel has improperly billed Charter for telephone number  
21 porting.  
22 ✓ Rule that the Parties' Interconnection Agreement does not authorize either  
23 party to bill the other for telephone number porting.

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1           ✓ Prohibit and further enjoin CenturyTel from asserting that Charter is in  
2           default of the Parties' Agreement for non-payment of telephone number  
3           porting charges.

4           **Q.    Would you please summarize your testimony?**

5           A.    Yes. A telephone number porting charge is not contained in the  
6           interconnection agreement between Charter and CenturyTel and the Staff is not  
7           convinced that the rates contained in CenturyTel's tariff and Service Guide is applicable  
8           to telephone number portability. An example of an interconnection agreement that does  
9           contain a telephone number porting charge is found in paragraph 7.2.1.1 of the  
10          CenturyTel/Socket Agreement, the relevant pages of which are attached to this testimony  
11          as Schedule 4. Because the CenturyTel/Charter Agreement does not contain a similar  
12          telephone number porting charge, the Staff recommends the Commission decide this  
13          complaint in favor of Charter.

14          Rather than rely on a telephone number porting charge, the charge CenturyTel  
15          attempts to impose on Charter is an Initial Service Order charge which, as shown in  
16          Schedule 5, is synonymous with an installation charge. CenturyTel's attempts to impose  
17          such charges on Charter are without merit because Charter's request - which is to simply  
18          port telephone numbers - has nothing to do with installing telephone service. Rather,  
19          Charter's requests are tantamount for CenturyTel to disconnect telephone service. To the  
20          extent that CenturyTel's tariffs may have *any* bearing in this matter (which Staff suggests  
21          they do not), CenturyTel's tariff states that service order charges *do not* apply when  
22          service is disconnected.

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1           The Code of State Regulations define tariffs as *Commission-approved* documents  
2 and CenturyTel's attempt to redefine the word "tariff" to include CenturyTel's non-  
3 Commission approved "Service Guide" should not be countenanced by the Commission.  
4 Staff fears that acceptance of CenturyTel's position in this regard would permit the  
5 Company to include any manner of non-Commission approved pamphlets and brochures  
6 to become part of CenturyTel's tariff.

7           The CenturyTel/Charter Interconnection Agreement does not contain a charge for  
8 telephone number porting. Consequently, CenturyTel advocates use of its General  
9 Exchange Tariff as the basis for the telephone service order installation charge it seeks to  
10 impose on Charter. Because its service order charges are not regulated, CenturyTel is  
11 permitted to indiscriminately raise its tariff rates for these services. Consequently,  
12 acceptance of CenturyTel's position in this case would permit CenturyTel to unilaterally  
13 establish such interconnection rates, without any showing of cost justification. In the  
14 Staff's view, such indiscriminate rate establishment and subsequent automatic price  
15 increases thereafter are antithetical to those aspects of the Telecommunications Act that  
16 establish the fundamental principal of cost-based interconnection rates.

17           Because CenturyTel has not established a basis for telephone number porting  
18 charges in its Agreement with Charter, the Staff recommends the Commission find in  
19 favor of Charter in this case.

20           **Q.     Does this conclude your Rebuttal Testimony?**

21           **A.     Yes, it does.**

**William L. Voight**

**SUMMARY OF WORK EXPERIENCE**

**1974 – 1985** **United Telephone Company**, I began my telephone career on February 4, 1974, as a central office equipment installer with the North Electric Company of Gallion, Ohio. At that time, North Electric was the manufacturing company of the United Telephone System. My duties primarily included installation of all forms of central office equipment including power systems, trunking facilities, operator consoles, billing systems, Automatic Number Identification systems, various switching apparatuses such as line groups and group selectors, and stored program computer processors.

In 1976, I transferred from United's manufacturing company to one of United's local telephone company operations – the United Telephone Company of Indiana, Inc. I continued my career with United of Indiana until 1979, when I transferred to another United Telephone local operations company – the United Telephone Company of Missouri. From the period of 1976 until 1985, I was a central office technician with United and my primary duties included maintenance and repair of all forms of digital and electronic central office equipment, and programming of stored program computer processors. United Telephone Company is today known as **Embarq**.

**1985-1988** In 1985, I began employment with **Tel-Central Communications, Inc.**, which at that time was a Missouri-based interexchange telecommunications carrier with principal offices in Jefferson City, Missouri. As Tel-Central's Technical Services Supervisor, my primary duties included overall responsibility of network operations, service quality, and supervision of technical staff. Tel-Central was eventually merged with and into what is today MCI.

In conjunction with Tel-Central, I co-founded **Capital City Telecom**, a small business, "non-regulated" interconnection company located in Jefferson City. As a partner and co-founder of Capital City Telecom, I planned and directed its early start-up operations, and was responsible for obtaining financing, product development, marketing, and service quality. Although Capital City Telecom continues in operations, I have since divested my interest in the company.

**1988-1994** In 1988, I began employment with **Otel Communications Corporation**, a Silicon Valley-based manufacturer of Voice Information Processing Systems. My primary responsibilities included hardware and software systems integration with a large variety of Private Branch eXchange (PBX), and central office switching systems. Clients included a large variety of national and international Local Telephone Companies, Cellular Companies and Fortune 500 Companies. Otel Communications Corporation was later merged with Lucent Technologies.

**1994-Present** **Missouri Public Service Commission**

**William L. Voight**

## **TESTIMONY EXPERIENCE**

- |                    |                                                                                                                                                                                                                                                                                                                                    |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Case No. TR-96-28  | In the Matter of Southwestern Bell's tariff sheets designed to increase Local and Toll Operator Service Rates.                                                                                                                                                                                                                     |
| Case No. TT-96-268 | In the Matter of Southwestern Bell Telephone Company's tariffs to revise PSC Mo. No. 26, Long Distance Message Telecommunications Services Tariff to introduce Designated Number Optional Calling Plan.                                                                                                                            |
| Case No. TA-97-313 | In the Matter of the Application of the City of Springfield, Missouri, through the Board of Public Utilities, for a Certificate of Service Authority to Provide Nonswitched Local Exchange and Intrastate Interexchange Telecommunications Services to the Public within the State of Missouri and for Competitive Classification. |
| Case No. TA-97-342 | In the Matter of the Application of Max-Tel Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.                                                                       |
| Case No. TA-96-345 | In the Matter of the Application of TCG St. Louis for a Certificate of Public Convenience and Necessity to provide Basic Local Telecommunication Services in those portions of St. Louis LATA No. 520 served by Southwestern Bell Telephone Company.                                                                               |
| Case No. TO-97-397 | In the Matter of the Petition of Southwestern Bell Telephone Company for a Determination that it is Subject to Price Cap Regulation Under Section 392.245 RSMo. (1996).                                                                                                                                                            |
| Case No. TC-98-337 | Staff of the Missouri Public Service Commission, Complainant, vs. Long Distance Services, Inc., Respondent.                                                                                                                                                                                                                        |
| Case No. TO-99-227 | Application of Southwestern Bell Telephone Company to Provide Notice of Intent to File an Application for Authorization to Provide In-Region InterLATA Services Originating in Missouri Pursuant to Section 271 of the Telecommunications Act of 1996.                                                                             |
| Case No. TA-99-298 | In the Matter of the Application of ALLTEL Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.                                                                        |
| Case No. TO-99-596 | In the Matter of the Access Rates to be Charged by Competitive Local Exchange Telecommunications Companies in the State of Missouri.                                                                                                                                                                                               |
| Case No. TO-99-483 | In the Matter of an Investigation for the Purpose of Clarifying and Determining Certain Aspects Surrounding the Provisioning of Metropolitan Calling Area Service After the Passage and Implementation of the Telecommunications Act of 1996.                                                                                      |

Case No. TO-2001-391	In the Matter of a further investigation of the Metropolitan Calling Area Service after the passage and implementation of the Telecommunications Act of 1996.
Case No. TO-2001-416	In the Matter of Petition of Fidelity Communications Services III, Inc. Requesting Arbitration of Interconnection Agreement Between Applicant and Southwestern Bell Telephone Company in the State of Missouri Pursuant to Section 252 (b)(1) of the Telecommunications Act of 1996.
Case No. TO-2001-467	In the Matter of the Investigation of the State of Competition in the Exchanges of Southwestern Bell Telephone Company.
Case No. TT-2002-129	In the Matter of AT&T Communications of the Southwest, Inc.'s Proposed Tariff to Establish a Monthly Instate Connection Fee and Surcharge.
Case No. TC-2002-1076	Staff of the Missouri Public Service Commission, Complainant, vs. BPS Telephone Company, Respondent.
Case No. TK-2004-0070	In the Matter of the Application of American Fiber Systems, Inc. for Approval of an Agreement with Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, Under the Telecommunications Act of 1996.
Case No. CO-2005-0066	In the Matter of the Confirmation of Adoption of an Interconnection Agreement with CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/b/a CenturyTel by Socket Telecom, LLC
Case No. TO-2003-0257	In the Matter of the Request from the Customers in the Rockaway Beach Exchange for an Expanded Calling Scope to Make Toll-Free Calls to Branson
Case No. IO-2006-0086	Application of Sprint Nextel Corporation for Approval of the Transfer of Control of Sprint Missouri, Inc., Sprint Long Distance, Inc. and Sprint Payphone Services, Inc. From Sprint Nextel Corporation to LTD Holding Company.
Case No. LT-2006-0162	In the Matter of Tariff No. 3 of Time Warner Cable Information Services (Missouri), LLC, d/b/a Time Warner Cable.
Case No. TM-2006-0272	In the Matter of the Application for Approval of the Transfer of Control of Alltel Missouri, Inc. and the Transfer of Alltel Communications, Inc. Interexchange Service Customer Base.
Case No. TT-2006-0474	In the matter of McLeodUSA Telecommunications Services, Inc.'s Tariff Filing to Increase its Missouri Intrastate Access Rates.
Case No. TC-2007-0111	Staff of the Public Service Commission of the State of Missouri, Complainant, vs. Comcast IP Phone, LLC, Respondent.
Case No. TC-2007-0341	Socket Telecom, LLC, Complainant, vs. CenturyTel of Missouri, LLC and Spectra Communications Group, LLC, d/b/a CenturyTel, Respondents.



**Case No. TC-2007-0307**

**In the Matter of CenturyTel of Missouri, LLC d/b/a CenturyTel  
and Spectra Communications Group, LLC d/b/a CenturyTel Tariff  
Filings to Grandfather Remote Call Forward Services To Existing  
Customers and Existing Locations.**

14.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at Charter's suggestion or request pursuant to the procedures identified in Section 14.3. At the end of such ninety-(90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, Verizon determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy Centium Call Second (Hundred Call Second) and blocking percentages), then Verizon may hold Charter financially responsible for the excess facilities.

14.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that Charter suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour Centium Call Second (Hundred Call Second) and blocking percentages), then Verizon may hold Charter financially responsible for the excess facilities. At any time during the relevant ninety-(90) day period, Charter may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold Charter financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.

**15. Number Portability - Section 251(B)(2)**

**15.1 Scope.**

The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

**15.2 Procedures for Providing LNP ("Long-term Number Portability").**

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

15.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received authorization from the Customer in accordance with Applicable Law and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network.

- 15.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database (LIDB). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.
- 15.2.3 When a Customer of Party A ports their telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another Customer.
- 15.2.4 When a Customer of Party A ports their telephone numbers to Party B, in the process of porting the Customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.
- 15.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.
- 15.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.
- 15.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.
- 15.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

**15.3 Procedures for Providing NP Through Full NXX Code Migration.**

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

**15.4 Procedures for Providing INP (Interim Number Portability).**

The Parties shall provide Interim Number Portability (INP) in accordance with rules and regulations prescribed from time to time by the FCC and state regulatory bodies, the Parties respective company procedures, and as set forth in this Section 15.4. The Parties shall provide INP on a reciprocal basis.

15.4.1 In the event that either Party, Party B, wishes to serve a Customer currently served at an End Office of the other Party, Party A, and that End Office is not LNP-capable, Party A shall make INP available only where LNP is not commercially available or not required by FCC orders and regulations. INP will be provided by remote call forwarding (RCF) and/or direct inward dialing (DID) technology, which will forward terminating calls to Party B's End Office. Party B shall provide Party A with an appropriate "forward-to" number.

15.4.2 Prices for INP and formulas for sharing Terminating access revenues associated with INP shall be provided where applicable, upon request by either Party.

15.4.3 Either Party wishing to use DID to provide for INP must request a dedicated trunk group from the End Office where the DID numbers are currently served to the new serving-End Office. If there are no existing facilities between the respective End Offices, the dedicated facilities and transport trunks will be provisioned as unbundled service through the ASR provisioning process. The requesting party will reroute the DID numbers to the pre-positioned trunk group using the LSR provisioning process. DID trunk rates are contained in the Parties' respective tariffs.

15.4.4 The Parties Agree that, per FCC 98-275, Paragraph 16, effective upon the date LNP is available at any End Office of one Party, Party A, providing INP for Customers of the other Party, Party B, no further orders will be accepted for new INP at that End Office. Orders for new INP received prior to that date, and change orders for existing INP, shall be worked by Party A. Orders for new INP received by Party A on or after that date shall be rejected. Existing INP will be grandfathered, subject to Section 15.4.5, below.

15.4.5 In offices equipped with LNP prior to September 1, 1999 for former Bell Atlantic offices and October 1, 2000 for former GTE offices, the Parties agree to work together to convert all existing INP-served Customers to

LNP by December 31, 2000 in accordance with a mutually agreed to conversion process and schedule. If mutually agreed to by the Parties, the conversion period may be extended one time by no more than 90 days from December 31, 2000.

15.4.6 Upon availability of LNP after October 1, 2000 at an End Office of either Party, both Parties agree to work together to convert the existing INP-served Customers to LNP by no later than 90 days from the date of LNP availability unless otherwise agreed to by the Parties.

15.4.7 When, through no fault of Verizon's, all INP has not been converted to LNP at the end of the agreed to conversion period, then the remaining INPs will be changed to a functionally equivalent tariff service and billed to Charter at the tariff rate(s) for the subject jurisdiction.

15.5 Procedures for LNP Request.

The Parties shall provide for the requesting of End Office LNP capability on a reciprocal basis through a written request. The Parties acknowledge that Verizon has deployed LNP throughout its network in compliance with FCC 96-286 and other applicable FCC rules.

15.5.1 If Party B desires to have LNP capability deployed in an End Office of Party A, which is not currently capable, Party B shall issue a LNP request to Party A. Party A will respond to the Party B, within ten (10) days of receipt of the request, with a date for which LNP will be available in the requested End Office. Party A shall proceed to provide for LNP in compliance with the procedures and timelines set forth in FCC 96-286, Paragraph 80, and FCC 97-74, Paragraphs 65 through 67.

15.5.2 The Parties acknowledge that each can determine the LNP-capable End Offices of the other through the Local Exchange Routing Guide (LERG). In addition the Parties shall make information available upon request showing their respective LNP-capable End Offices, as set forth in this Section 15.5.

16. Transport and Termination of Indirect Interconnection Traffic

16.1 Network Interconnection Architecture Traffic to be Exchanged.

The Parties shall reciprocally terminate mandatory EAS, optional EAS and IntraLATA Toll originating on each other's networks utilizing Indirect Network Interconnections.

16.2 Network Interconnection Architecture.

Each Party will plan, design, construct and maintain the facilities within their respective systems as are necessary and proper for the provision of traffic covered by this Agreement. These facilities include but are not limited to, a sufficient number of trunks to the point of interconnection with the tandem company, and sufficient interoffice and interexchange facilities and trunks between its own central offices to adequately handle traffic between all central offices within the service areas at P.01 grade of service or better.

**ARTICLE XII: LOCAL NUMBER PORTABILITY –  
PERMANENT NUMBER PORTABILITY**

CenturyTel/Socket  
Page 1 of 5  
**FINAL CONFORMING**

**ARTICLE XII: LOCAL NUMBER PORTABILITY - PERMANENT  
NUMBER PORTABILITY**

**1.0 PROVISION OF LOCAL NUMBER PORTABILITY – PERMANENT NUMBER  
PORTABILITY**

1.1 CenturyTel and Socket shall provide to each other, on a reciprocal basis, Permanent Number Portability (PNP) in accordance with requirements of the Act.

**2.0 DEFINITIONS**

2.1 For purposes of this Section, the following definitions apply:

2.1.1 Coordinated Hot Cut (CHC) – a combined simultaneous effort between local service providers to perform the completion of a local service request order.

2.1.2 Donor Party – The Donor Party is the Party receiving the number port request and is relinquishing the ported number.

2.1.3 Local Routing Number (LRN)- is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.

2.1.4 "Permanent Number Portability" (PNP) is a long-term method of providing Local Number Portability (LNP) using LRN.

2.1.5 Recipient Party – The Recipient Party is the Party initiating the number port request and is receiving the ported number.

2.1.6 Unconditional Ten-Digit Trigger Method (TDT) – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting in less downtime to the end-user.

**3.0 LOCAL ROUTING NUMBER – PERMANENT NUMBER PORTABILITY (LRN-  
PNP)**

3.1 Each of the Party's End Office Switches is LRN-PNP capable.

3.2 Requirements for LRN-PNP.

**ARTICLE XII: LOCAL NUMBER PORTABILITY –  
PERMANENT NUMBER PORTABILITY  
CenturyTel/Socket  
Page 5 of 5  
FINAL CONFORMING**

block of DID numbers. If a pilot number is ported, Socket must designate one of the remaining numbers as the pilot.

- 6.4.2 CenturyTel and Socket shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.
- 6.4.3 When a ported telephone number becomes vacant, *e.g.*, the telephone number is no longer in service by the original end user, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.
- 6.4.4 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 6.4.5 Each Party shall abide by the guidelines of the North American Numbering Council (NANC) and the associated industry guidelines for provisioning and implementation processes.
- 6.4.6 Each Party shall become responsible for the end user's other telecommunications-related items, *e.g.*, E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end user's telephone number to its switch.

**7.0 PRICING**

- 7.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party agrees to pay, for CHC service at the "additional time and material" rates set forth below.
- 7.2 For calculating compensation, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.
  - 7.2.1 Rates for CHC.
    - 7.2.1.1 Service Order Charge - \$3.92 per Order. This charge applies per Local Service Request (LSR).
    - 7.2.1.2 CHC – 1<sup>st</sup> Hour - \$42.84
    - 7.2.1.3 CHC - Add'l Quarter Hour - \$10.71.

GENERAL AND LOCAL EXCHANGE TARIFF

SERVICE CHARGES

A. General

1. Service Charges are nonrecurring charges shown in this Section and apply when the following activities are performed at the request of a customer:
  - a. Service Connections - New installations or subsequent additions of telephone service and/or semi-public telephone equipment. A move of an existing service to a different premise.
  - b. Inside Moves - Transfer of telephone service and/or semi-public telephone equipment from one location to another location within the same building or that portion of the same building occupied by the same customer, where there is no interruption of the service other than is incident to the work involved.
  - c. Changes - Substitution of semi-public telephone equipment, or rearrangement of such equipment and/or wiring which does not involve changes in location of the equipment or wiring. Also includes directory listing changes and other modifications or rearrangements that do not involve equipment or wiring.
  - d. Restoral Charge - Applicable for work associated with reconnecting service which has been temporarily disconnected for nonpayment.
2. Service Charges apply in addition to all other rates and charges.
3. The charges specified herein do not contemplate work being performed by Company employees at a time when overtime wages apply. If the customer requests that overtime labor be performed, a charge in addition to the specified charges will be made equal to the additional cost involved.
4. Payment of Service Charges
  - a. Payment of Service Charges for the establishment of service may be required prior to the establishment of service.
  - b. Residence Service Charges may be billed in equal amounts over periods not exceeding four (4) months. Only one such arrangement at any one time will be provided.

Issued: July 18, 2002

Effective: September 1, 2002

Jeffrey Glover  
Vice President External Relations,  
Monroe, Louisiana

Schedule 5-1

**Filed**  
Missouri Public  
Service Commission



GENERAL AND LOCAL EXCHANGE TARIFF

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SERVICE CHARGES

B. Application of Service Charges

1. Service Ordering Charge

- a. The Service Ordering Charge is classified as either Initial or Subsequent. The charges are applicable for work done in receiving, recording, and processing information necessary to execute each customer request for connections of service (Initial Order Charge applies), to each order for a move, change, addition to existing service or records change (Subsequent Order Charge applies).
- b. A service order will usually be issued for all work or service ordered to be performed or provided at the same time on the same account and for the same premises. Service Ordering Charges apply separately where business and residence service are located on the same premises.
- c. Service Ordering Charges do not apply to the recovery by Company employees of semi-public telephone stations from a customer's premises.

2. Line Connection Charge

- a. The charge for work associated with provision of service from the central office including, but not limited to, central office connections, cable cross connections and/or outside plant connections up to and including the protector and/or the point of demarcation.
- b. This charge does not apply when service is assumed by a customer prior to discontinuance by another customer (supersedure) and there is no change of telephone number.
- c. This charge applies to each change in telephone number made at the request of the customer.

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Jeffrey Glover  
Vice President External Relations  
Monroe, Louisiana

Schedule 5-2

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Missouri Public  
Service Commission

**GENERAL AND LOCAL EXCHANGE TARIFF**

**SERVICE CHARGES**

**B. Application of Service Charges (Cont'd)**

**2. Line Connection Charge (Cont'd)**

- d. This charge applies for each move of the service drop and/or the associated station protection device.
- e. This charge applies to each change of party-line assignment made at the request of the customer.

**3. Restoral Charge**

- a. A Restoral Charge is applicable to each reconnection of service that is temporarily disconnected for nonpayment.

**4. Returned Check Charge**

(N)

- a. A service charge will be billed to any customer whose check is not honored by a bank or other financial institution because the account is closed or does not have sufficient funds to cover such check, or for any other reason.

(N)

**5. Service Charges are not applicable in the following situations:**

(T)

- a. Service upgrade of basic exchange service.
- b. Billing address changes.
- c. Changes to published from nonpublished service.
- d. Installations, moves or changes made on the initiative of the Company, (e.g., changes made for maintenance reasons, changes in type of central office operation, etc.).
- e. Removal of service.
- f. Reserved for Future Use.
- g. Service established at an interim location nor to the subsequent re-establishment of service at the same or another location, due to the destruction of the customer's premises by a natural disaster, flood or other acts of God.
- h. Calling Card requests.
- i. Legal name changes.

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Chantel Mosby  
Manager, Tariffs and Compliance  
Monroe, Louisiana

Schedule 5-3

**Filed**

Missouri Public  
Service Commission

## GENERAL AND LOCAL EXCHANGE TARIFF

SERVICE CHARGES

## C. Rates and Charges -

## 1. Noncompetitive Exchanges

			<u>Nonrecurring Charge</u>		
		<u>GSEC</u>	<u>Business</u>	<u>Residence</u>	
a.	Service Ordering Charge				
(1).	Initial	NSOI	\$23.88	\$12.39	(1)
(2).	Subsequent	NSOS	8.57	3.79	
b.	Line Connection Charge	NLC	13.35	7.23	
c.	Restoral Charge		21.96	11.06	
d.	Returned Check Charge (per each incident):		26.25	26.25	(1)

2. Competitive Exchanges<sup>(1), (2)</sup>

		<u>GSEC</u>	<u>Nonrecurring Charge</u>	
			<u>Business</u>	<u>Residence</u>
a.	Service Ordering Charge			
(1).	Initial	NSOI	\$23.48	\$12.19
(2).	Subsequent	NSOS	8.44	3.73
b.	Line Connection Charge	NLC	13.14	7.12
c.	Restoral Charge		21.60	10.88
d.	Returned Check Charge (per each incident):		25.00	25.00

1 Competitive Residential Exchange, See Section 4 Sheet 17.1 for rates.

2 Competitive Business Exchange, See Section 4 Sheet 17.1 for rates.

Issued: August 16, 2007

Effective: October 1, 2007

Chantel Mosby  
Manager, Tariffs and Compliance  
Monroe, Louisiana

Schedule 5-4

FILED  
Missouri Public  
Service Commission

**GENERAL AND LOCAL EXCHANGE TARIFF****SERVICE CHARGES****C. Rates and Charges -****1. Noncompetitive Exchanges**

(T)

	<u>GSEC</u>	<u>Nonrecurring Charge</u>	
		<u>Business</u>	<u>Residence</u>
a. Service Ordering Charge			
(1). Initial	NSOI	\$23.44 (R)	\$12.17 (R)
(2). Subsequent	NSOS	8.42 (R)	3.72 (R)
b. Line Connection Charge	NLC	13.11 (R)	7.10 (R)
c. Restoral Charge		21.56 (R)	10.86 (R)
d. Returned Check Charge (per each incident):		25.00	25.00

(T)

**2. Competitive Exchanges<sup>(1), (2)</sup>**

(N)

	<u>GSEC</u>	<u>Nonrecurring Charge</u>	
		<u>Business</u>	<u>Residence</u>
a. Service Ordering Charge			
(1). Initial	NSOI	\$23.48	\$12.19
(2). Subsequent	NSOS	8.44	3.73
b. Line Connection Charge	NLC	13.14	7.12
c. Restoral Charge		21.60	10.88
d. Returned Check Charge (per each incident):		25.00	25.00

(N)

1 Competitive Residential Exchange, See Section 4 Sheet 17.1 for rates.

(T)

2 Competitive Business Exchange, See Section 4 Sheet 17.1 for rates.

(T)

Issued: August 28, 2006

Effective: ~~October 12, 2006~~

October 1, 2006

Chantel Mosby  
 Manager, Tariffs and Compliance  
 Monroe, Louisiana

Schedule 5-5

CANCELLED  
 October 1, 2007  
 Missouri Public  
 Service Commission

IT-2007-0089

**Filed**  
 Missouri Public  
 Service Commission

**CENTURYTEL OF MISSOURI, LLC**

**PSC MO. No. 10  
Title Sheet  
Original Sheet 1**

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**WHOLESALE TARIFF**

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**WHOLESALE SERVICES**

**Regulations, Rates and Charges  
applying to the provision of Wholesale Services to  
Carriers and E911 Service Connection and Database  
Access to Carriers and VOIP Providers  
in the service area of  
CENTURYTEL OF MISSOURI, LLC**

**APPLICATION OF TARIFF**

**These terms, conditions and rates do not apply to providers that are a  
party to an existing interconnection agreement with the Telephone  
Company that specifically governs the terms, conditions and rates of the  
subject matter arrangements between the companies, except to the  
extent that such agreement expressly incorporates such terms, conditions  
and rates or otherwise incorporates the tariff by reference.**

**Issued: November 22, 2006**

**Chantel Mosby  
Manager, Tariffs and Compliance  
Monroe, Louisiana**

**Effective: ~~December 22, 2006~~**

**December 29, 2006**

**Schedule 6-1**

**Filed**  
Missouri Public  
Service Commission

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**WHOLESALE TARIFF**

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**SERVICE CHARGES**

**A. SCOPE**

The purpose of this section is to provide installation rates for services provided by the company to Competitive Local Exchange Carriers (CLEC) customers.

**B. SERVICE CHARGES**

1. A service charge is a non-recurring flat charge applicable to the initial establishment of service. This charge includes but is not limited to:
  - a. Establishment of basic access line service to the protector.
  - b. Directory service.
  - c. Number changes requested by the customer.
  - d. Establishment of any service as provided for in this tariff.
  - e. Reconnection of service temporarily suspended.
  - f. Expediting the establishment of service.
2. Non-recurring charges are in addition to any other scheduled rates and charges that normally would apply in this tariff.
3. The charges specified herein do not contemplate work being performed by the Telephone Company employees at a time when overtime wages apply, due to the request of the customer. If the customer requests overtime labor performed or interrupts work once begun, a charge in addition to the specified charges will be made to compensate the Company for the extraordinary expenses incurred.

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**Issued: November 22, 2006**

**Effective: December 22, 2006**

**Chantal Mosby  
Manager, Tariffs and Compliance  
Monroe, Louisiana**

December 29, 2006

Schedule 6-2

**Filed**  
Missouri Public  
Service Commission

CENTURYTEL OF MISSOURI, LLC

PSC MO. No. 10  
Original Sheet 34

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**WHOLESALE TARIFF**

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**SERVICE CHARGES**

**C. RATES AND CHARGES**

**1. Service Charges**

a. See Local Exchange tariff for rates and charges.

**2. Expedite Charge**

Nonrecurring Charge

a. Fixed Rate

**\$150.00**

Hourly Charge

b. Hourly Rate Per Hour

**\$32.89**

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**Issued: November 22, 2006**

**Chantel Mosby  
Manager, Tariffs and Compliance  
Monroe, Louisiana**

**Effective: December 22, 2006**  
December 29, 2006

**Schedule 6-3**

**Filed**  
Missouri Public  
Service Commission

## AGREEMENT

### PREFACE

This Agreement ("Agreement") shall be deemed effective upon Commission approval pursuant to Section 252 of the Act (the "Effective Date"), between Charter Fiberlink - Missouri, LLC ("Charter"), a Limited Liability Corporation organized under the laws of the State of Delaware, with offices at 12405 Powerscourt Drive, Suite 400, St. Louis, Missouri 63131 and GTE Midwest Incorporated, d/b/a Verizon Midwest ("Verizon"), a corporation organized under the laws of the State of Delaware with offices at 100 Verizon Drive, Bldg A, Wentzville, MO 63385 (Verizon and Charter may be referred to hereinafter, each, individually as a "Party", and, collectively, as the "Parties").

### GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and Charter hereby agree as follows:

#### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document (including, but not limited to, the Pricing Attachment), conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

#### 2. Term and Termination

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until one year after the Effective Date (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.



**SCHEDULE PG-4**

**Moody's Rating Report of CenturyTel  
dated June 24, 2008**



**Moody's Investors Service**

**Global Credit Research**

**Rating Action**

**24 JUN 2008**

**Rating Action: CenturyTel, Inc.**

**Moody's places CenturyTel debt ratings on review for downgrade**

**Approximately \$3 Billion of Debt Affected**

New York, June 24, 2008 -- Moody's Investors Service has placed CenturyTel's Baa2 senior unsecured long-term debt rating and its Prime-2 short-term debt rating on review for possible downgrade. The review is prompted by our concerns that the company's plan to increase its annual dividend from \$0.27/share to \$2.80/share and accelerate its share repurchase program will cause credit metrics to deteriorate to levels inconsistent with its current ratings. While leverage is expected to jump and free cash flow available for debt reduction will decline, at this point in time, we believe that the company will be able to sustain credit metrics fully supportive of an investment grade rating, and a downgrade would likely be limited to one notch, or Baa3.

Although CenturyTel has returned the bulk (over 90% since 2004) of its free cash flow to shareholders in recent years, it has done so primarily through share repurchases which, in Moody's opinion, has given it the flexibility to simultaneously pursue strategic initiatives (i.e. acquisitions and spectrum purchases) and maintain a strong balance sheet (as of 1Q '08, Debt/EBITDA was 2.2x). The shift in focus toward a more even balance between dividends and share repurchases reduces this flexibility since high dividend payouts are difficult to reverse without inflicting damage to the company's share price.

The review will focus on: 1) an assessment of the impact of this decidedly more aggressive financial policy on the company's credit metrics, particularly debt to EBITDA and free cash flow to debt; 2) the impact of the higher dividend payout on the company's ability to reinvest in its business and stabilize its competitive position (we note that access lines losses are still accelerating and revenue growth has stagnated); 3) CenturyTel's plans and the investment requirements associated with the recently purchased 700MHz spectrum; and 4) an updated appraisal of management's commitment to an investment grade credit profile.

Ratings on review:

CenturyTel, Inc. ---

Senior Unsecured Rating -- Baa2

Senior Unsecured Shelf -- (P) Baa2

Preferred Shelf -- (P) Ba1

Commercial Paper - P-2

CenturyTel, Inc., headquartered in Monroe, Louisiana is a regional communications company engaged primarily in providing telephone and broadband services in various, predominately rural, regions of the United States. The company served approximately 2.1 million total access lines in 25 states at the end of 2007.

New York  
Dennis Saputo  
Senior Vice President  
Corporate Finance Group  
Moody's Investors Service  
JOURNALISTS: 212-553-0376  
SUBSCRIBERS: 212-553-1653

New York  
Mark Gray  
Managing Director  
Corporate Finance Group  
Moody's Investors Service  
JOURNALISTS: 212-553-0376  
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**SCHEDULE PG-5**

**Invoice From CenturyTel Showing  
Disputed Charges**

**CENTURYTEL**P.O. Box 4300  
Carol Stream, IL 60197-4300

Account Name: CHARTER FIBERLINK-MO

Account Number: 409754734

Page: 1 of 28

Bill Date: Oct 08, 2008

Previous Balance	Payments	Adjustments Credits	Current Charges
6,159.47	69.77	0.00	3,169.66

**Payment Summary**

Previous Balance 6,159.47  
Payments Received (Details on Page 3) 69.77

Balance	3,159.76
---------	----------

**Adjustments/Credits Summary**

Adjustments to Previous Balance 0.00

Total Adjustments	0.00
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**Current Charge Summary**

Monthly Charges 0.00  
One-Time Charges 3,137.66  
Usage Charges 8.78  
Discount 0.00  
Adjustments 0.00  
Taxes, Fees, and Surcharges 0.00  
Late Fee 23.22

Total Current Charges	3,169.66
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\* Essential Charges 3,137.66  
Nonessential Charges 32.00

Due Date	Nov. 05, 2008	Amount Due	9,398.90
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\* Failure To Pay Essential Charges May Result In Disconnection of Basic Local Services

Just a friendly reminder that your account is past due. If you have already made your payment, thank you for bringing your account up to date.

**IMPORTANT NEWS**

CenturyTel understands that your telecommunication services are an important part of your business. Thank you for continuing to help you make the most of the services with your business. For questions regarding your account, please call our Customer Care Center at 800-233-8222 or visit our local CenturyTel representative.

\*\*\*PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT\*\*\*

PLEASE REMIT PAYMENT TO:

CenturyTel  
P.O. Box 4300  
Carol Stream, IL 60197-4300

SP 04 000001 24052 D 1 ASNGLP

CHARTER FIBERLINK-MO  
JULIE LORENZ, 2ND  
12405 POWERS COURT DR  
SAINT LOUIS, MO 63131-3673

Account No.

409754734

Amount Due By Nov. 05, 2008

9,398.90

FOR CHANGE OF ADDRESS OR PAYMENT AUTHORIZATION:  
Please check here and complete reverse. Thank you. ☐

00004097547348000000622924000000000100608000073787018000000



Menu	Dispute ID: 3875		
<u>Main Page</u>  <u>Start Order</u> <u>Search Orders</u>          <u>Service Guide</u>  <u>Billing Dispute</u>  <u>Billing Dispute Report</u>	Ban #(s):	409754734	
	Submitted:	2008-10-15 10:49:22	
	CTL Processed:	0000-00-00 00:00:00	
	Bill Date:	10/06/2008	
	CLEC Representative:	Sandra Leezy	
	Contact TN:	3145435813	
	Contact Email:	Sandra.Leezy@Chartercom.com	
	ATN:	CLEC 5737323041	Centurytel 5737323041
	Page #:	1	1
	Amount:	\$23.48	\$0.00
	Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
	ATN:	CLEC 5737325404	Centurytel 5737325404
	Page #:	1	1
	Amount:	\$23.48	\$0.00
	Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
	ATN:	CLEC 5738852255	Centurytel 5738852255
	Page #:	1	1
	Amount:	\$23.48	\$0.00
	Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
	ATN:	CLEC 5738852259	Centurytel 5738852259
	Page #:	1	1
	Amount:	\$23.48	\$0.00
	Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
	ATN:	CLEC 6362400409	Centurytel 6362400409
	Page #:	1	1
	Amount:	\$23.48	\$0.00
	Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6362400901	Centurytel 6362400901
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362401148	Centurytel 6362401148
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362403671	Centurytel 6362403671
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362404783	Centurytel 6362404783
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362406320	Centurytel 6362406320
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362406836	Centurytel 6362406836
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362406891	Centurytel 6362406891
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6362407155	Centurytel 6362407155
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362408078	Centurytel 6362408078
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362408113	Centurytel 6362408113
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362408167	Centurytel 6362408167
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362409442	Centurytel 6362409442
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362720014	Centurytel 6362720014
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362720650	Centurytel 6362720650
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	



ATN:	CLEC 6362721079	Centurytel 6362721079
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362722068	Centurytel 6362722068
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362723020	Centurytel 6362723020
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362723146	Centurytel 6362723146
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362723147	Centurytel 6362723147
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362723469	Centurytel 6362723469
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362723894	Centurytel 6362723894
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6362725960	Centurytel 6362725960
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362728156	Centurytel 6362728156
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362728979	Centurytel 6362728979
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362781805	Centurytel 6362781805
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362781898	Centurytel 6362781898
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362781979	Centurytel 6362781979
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362782114	Centurytel 6362782114
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6362782611	Centurytel 6362782611
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362782939	Centurytel 6362782939
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362786991	Centurytel 6362786991
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362788738	Centurytel 6362788738
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362791234	Centurytel 6362791234
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362791489	Centurytel 6362791489
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362793335	Centurytel 6362793335
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6362797245	Centurytel 6362797245
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362810302	Centurytel 6362810302
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362810399	Centurytel 6362810399
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362812786	Centurytel 6362812786
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362814236	Centurytel 6362814236
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362814957	Centurytel 6362814957
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362818229	Centurytel 6362818229
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6362941708	Centurytel 6362941708
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6362942743	Centurytel 6362942743
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363271661	Centurytel 6363271661
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363271770	Centurytel 6363271770
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363276601	Centurytel 6363276601
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363320065	Centurytel 6363320065
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363320097	Centurytel 6363320097
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6363320677	Centurytel 6363320677
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363322396	Centurytel 6363322396
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363323110	Centurytel 6363323110
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363323471	Centurytel 6363323471
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363323824	Centurytel 6363323824
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363324856	Centurytel 6363324856
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363325917	Centurytel 6363325917
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6363325989	Centurytel 6363325989
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363328730	Centurytel 6363328730
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363329111	Centurytel 6363329111
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363329359	Centurytel 6363329359
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363790740	Centurytel 6363790740
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363791211	Centurytel 6363791211
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363791689	Centurytel 6363791689
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6363791992	Centurytel 6363791992
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363792505	Centurytel 6363792505
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363793213	Centurytel 6363793213
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363793543	Centurytel 6363793543
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363794498	Centurytel 6363794498
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363796496	Centurytel 6363796496
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363796984	Centurytel 6363796984
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	



ATN:	CLEC 6363797661	Centurytel 6363797661
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363798396	Centurytel 6363798396
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363799900	Centurytel 6363799900
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363872250	Centurytel 6363872250
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363971665	Centurytel 6363971665
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363972567	Centurytel 6363972567
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363974252	Centurytel 6363974252
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6363974990	Centurytel 6363974990
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363975267	Centurytel 6363975267
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363976166	Centurytel 6363976166
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6363978081	Centurytel 6363978081
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6364740821	Centurytel 6364740821
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6364741114	Centurytel 6364741114
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6364742037	Centurytel 6364742037
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6364742240	Centurytel 6364742240
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6365610291	Centurytel 6365610291
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6365611431	Centurytel 6365611431
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6365611730	Centurytel 6365611730
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6365612106	Centurytel 6365612106
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6365613160	Centurytel 6365613160
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6365613509	Centurytel 6365613509
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6365613565	Centurytel 6365613565
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6365617014	Centurytel 6365617014
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6365617867	Centurytel 6365617867
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366250980	Centurytel 6366250980
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366251175	Centurytel 6366251175
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366251178	Centurytel 6366251178
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366251460	Centurytel 6366251460
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6366253150	Centurytel 6366253150
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366254215	Centurytel 6366254215
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366258336	Centurytel 6366258336
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366259171	Centurytel 6366259171
Page #:	1	1
Amount:	\$23.88	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366391508	Centurytel 6366391508
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366396821	Centurytel 6366396821
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6366399873	Centurytel 6366399873
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6369700204	Centurytel 6369700204
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369700385	Centurytel 6369700385
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369701234	Centurytel 6369701234
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369701351	Centurytel 6369701351
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369702196	Centurytel 6369702196
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369704445	Centurytel 6369704445
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369706770	Centurytel 6369706770
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6369709393	Centurytel 6369709393
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369780055	Centurytel 6369780055
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369780458	Centurytel 6369780458
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369780501	Centurytel 6369780501
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369780675	Centurytel 6369780675
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369783198	Centurytel 6369783198
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369783814	Centurytel 6369783814
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	

ATN:	CLEC 6369784187	Centurytel 6369784187
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369784905	Centurytel 6369784905
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369785023	Centurytel 6369785023
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369785479	Centurytel 6369785479
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369786159	Centurytel 6369786159
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369786661	Centurytel 6369786661
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369786669	Centurytel 6369786669
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	



ATN:	CLEC 6369787759	Centurytel 6369787759
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 6369808011	Centurytel 6369808011
Page #:	1	1
Amount:	\$23.48	\$0.00
Comments:	This is not applicable. There is not a service order charge in the MO ICA for porting a TN from Century Tel to Charter for this NPA/NXX	
ATN:	CLEC 409754734	Centurytel 409754734
Page #:	01	01
Amount:	\$23.22	\$0.00
Comments:	Disputing LPC billed on disputed amounts.	
ATN:	CLEC 6363799556	Centurytel 6363799556
Page #:	1	1
Amount:	\$2.52	\$0.00
Comments:	Not applicable to Charter. CenturyTel does not furnish this service to Charter customers.	
ATN:	CLEC 6362814236	Centurytel 6362814236
Page #:	1	1
Amount:	\$1.02	\$0.00
Comments:	Not applicable to Charter. CenturyTel does not furnish this service to Charter customers.	
ATN:	CLEC 6362814236	Centurytel 6362814236
Page #:	1	1
Amount:	\$2.10	\$0.00
Comments:	Not applicable to Charter. CenturyTel does not furnish this service to Charter customers.	
ATN:	CLEC 6362786991	Centurytel 6362786991
Page #:	1	1
Amount:	\$2.05	\$0.00
Comments:	Not applicable to Charter. CenturyTel does not furnish this service to Charter customers.	
ATN:	CLEC 6362814236	Centurytel 6362814236
Page #:	1	1
Amount:	\$0.41	\$0.00
Comments:	Not applicable to Charter. CenturyTel does not	

furnish this service to Charter customers.

	CLEC	Centurytel
ATN:	6363271770	6363271770
Page #:	1	1
Amount:	\$0.68	\$0.00
Comments:	Not applicable to Charter. CenturyTel does not furnish this service to Charter customers.	

**Totals**

Initial Amount	CTL Initial Amount	Redispute Amount	CTL Redispute Amount
\$3,161.24	\$0.00	\$0.00	\$0.00

[Redispute This Order](#)