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Issue: Issue 6, 8(b), 25, and 30
Witness: Pam Hankins
Sponsoring Party: CenturyTel of Missouri, LLC
Type of Exhibit: Direct Testimony
Case No.: TO-2009-0037
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CENTURYTEL OF MISSOURI, LLC

DIRECT TESTIMONY

OF

PAM HANKINS

CASE NO. TO-2009-0037

CenturyTel
Exhibit No. 19
Case No(s). TO-2009-0037
Date 10-28-08 Rptr PF



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1 **DIRECT TESTIMONY**

2 **OF**

3 **PAM HANKINS**

4 **CASE NO. TO-2009-0037**

5 **BACKGROUND INFORMATION**

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

7 A. My name is Pam Hankins. My business address is 100 CenturyTel Drive, Monroe,
8 Louisiana 71203.

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

10 A. I am employed by CenturyTel Service Group, LLC as Manager, Corporate Carrier
11 Relations. I have held this position since May of 2003.

12 **Q. On whose behalf are you testifying?**

13 A. CenturyTel of Missouri, LLC (hereinafter referred to as "CenturyTel")¹

14 **Q. What is the relationship between CenturyTel Service Group, LLC and CenturyTel?**

15 A. CenturyTel Service Group, LLC and CenturyTel are both subsidiaries of CenturyTel, Inc.

16 **Q. In your capacity as Manager, Corporate Carrier Relations with CenturyTel Service
17 Group, what are your primary responsibilities?**

18 A. As a manager in the Carrier Relations Department, I provide support to all CenturyTel,
19 Inc. telephone company subsidiaries. In this capacity, and among my other duties, I
20 oversee the implementation of interconnection agreements, coordinate the development

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

1 and documentation of implementation processes and procedures, and oversee collections
2 of past due accounts from carriers, both interexchange carriers and competitive local
3 exchange carriers ("CLECs").

4 **Q. Please summarize your educational and work background, including your**
5 **experience in the telecommunications industry.**

6 A. I am a licensed CPA, and I have been employed by CenturyTel, Inc. for over twenty (20)
7 years. I first worked as an analyst in CenturyTel, Inc.'s Cost Separations Department,
8 performing accounting, plant and traffic analysis, as well as completing cost separations
9 studies and forecasts. From this position, I was promoted to Supervisor, then Manager of
10 that Department. As Supervisor and Manager, I was responsible for overseeing the
11 preparation of any financial analyses performed in the Department for outside agencies
12 and for internal management, and for coordinating financial report preparation with other
13 departments. I also represented CenturyTel, Inc. on several industry committees. In July
14 1996, I moved to CenturyTel, Inc.'s Regulatory Department, where I was manager of
15 Regulatory Finance for seven years. My primary responsibilities included preparing
16 financial analyses for management, as well as financial reports and data request responses
17 for state public service commissions. I also was responsible for coordinating the
18 preparation and filing of several rate cases in the States of Wisconsin and Arkansas
19 during my tenure in the Regulatory Department. After working in this position for seven
20 years, I obtained my current title and position of Manager, Corporate Carrier Relations.

21 **Q. Have you ever testified in other cases?**

22 A. Yes. I have provided both written and oral testimony in several other jurisdictions
23 concerning various issues. Most recently, I testified earlier this year before this

1 Commission in a case involving Charter regarding disputed charges. Last year, I testified
2 before an American Arbitration Association arbitrator in an arbitration case against
3 Charter in Wisconsin. I also provided testimony in an interconnection arbitration
4 proceeding in Missouri in 2006, and provided testimony prior to that time regarding
5 collections complaints by certain CenturyTel, Inc. subsidiaries against CLECs in
6 Mississippi and Alabama. While serving as Manager, Regulatory Finance, I testified in
7 several rate case proceedings in Wisconsin and Arkansas. During this time I also
8 testified on behalf of CenturyTel, Inc.'s specific telephone company subsidiaries before
9 the state commissions in Alabama, New Mexico and South Carolina regarding
10 certification and name changes.

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

12 A. The purpose of my testimony to address Issues 6, 8(b), 25, and 30 that concern or had
13 concerned disputed language between the Parties. The resolution of these issues and thus
14 adoption of the language will then allow the Parties to finalize the Agreement. (As used
15 in this testimony, I note that the term "Agreement" refers to the interconnection
16 agreement being negotiated/arbitrated by the Parties.)

17 **DISCUSSION OF THE ISSUES**

18 **Issue 6 Under what conditions should CenturyTel be permitted to require a deposit**
19 **or assurance of payment from Charter?**

20 **Q. Can you explain the reasons that CenturyTel seeks terms for a security deposit or**
21 **the need for an assurance of payment?**

22 A. For purposes of this proceeding, I want to first note that CenturyTel's terms for deposit or
23 assurance of payment are based on typical standards in any commercial setting -- a
24 carrier's payment history and credit rankings. In general, CenturyTel seeks proper

1 deposit terms to help ensure that, in the context of an interconnection agreement as is at
2 issue in this proceeding, CenturyTel (and, ultimately, its end users) will not be left
3 “holding the bag” in the event that the interconnecting CLEC cannot pay or does not pay
4 for the services it receives from CenturyTel. Thus, the concept of a security deposit is
5 nothing different than what any regulated LEC is able to require of an end user if that end
6 user’s ability to pay does not meet proper credit standards.

7 **Q. Does CenturyTel believe there is a need for this type of provision in the**
8 **interconnection agreement with Charter?**

9 A. Yes. Our experience with Charter over the past three or four years has resulted in a
10 situation where we at CenturyTel see a need for a firm set of business rules between
11 CenturyTel and Charter with respect to payments and the use of security deposits to
12 ensure proper payments. And, I note, CenturyTel’s concern with respect to the need for
13 proper deposit language in this case is not speculative.

14 **Q. What basis does CenturyTel have regarding Charter’s ability to pay invoices?**

15 A. At least with respect to its parent company – Charter Communications Holding Capital
16 Corp (“CC Holdco”), other creditors have apparently expressed concerns with the ability
17 for CC Holdco to pay its debts. It is my understanding that CC Holdco is the parent
18 company of Charter. Schedule PH-1 contains excerpts from recent CC Holdco SEC
19 forms which are filed with the Securities and Exchange Commission (“SEC”) in
20 Washington, D.C. These forms can be located on Charter Communication’s web page at:
21 <http://phx.corporate-ir.net/phoenix.zhtml?c=112298&p=irol-sec>

22

1 In these filings, CC Holdco discloses that its creditors and even CC Holdco have
2 concerns with respect to CC Holdco's ability to pay its debts should certain events occur.
3 In fact, these reports state that, should certain events occur, Charter may even be forced
4 to seek bankruptcy protection. I refer you specifically to Item 1A "Risk Factors". In that
5 section of both the 10-K that Charter filed in March 2008 and in the 10-Q that Charter
6 filed in August 2008, Charter discusses the size of their debt and how that future events,
7 which could trigger default of that indebtedness, may "force us [Charter] to seek the
8 protection of the bankruptcy laws."²

9 **Q. Do you have other risk assessment information that evidences that CC Holdco is**
10 **high-risk?**

11 **A.** Yes. I investigated CC Holdco's bond ratings based on the general website for Charter
12 Communication. Schedule PH-2 is a summary of publicly available information
13 regarding CC Holdco's bond ratings. The web page can be accessed at:

14 <http://media.corporate->

15 [ir.net/media_files/irol/11/112298/Q22008_Earnings/FINAL_Bond_Schedule_063008.pdf](http://media.corporate-ir.net/media_files/irol/11/112298/Q22008_Earnings/FINAL_Bond_Schedule_063008.pdf)

16 Based on CC Holdco's document, Moody's, Standard and Poor's, and Fitch ratings are as
17 follows:

18 Moody's - **Caa1**;

19 Standard and Poor's - **B-**; and

20 Fitch - **CCC**.

² Charter Communications Holdings Capital Corp Form 10-K filed March 21, 2008, Part I, Item 1A, Risk Factors, page 6; Charter Communications Holdings Capital Corp Form 10-Q filed August 8, 2008, Part II, Item 1A, Risk Factors, page 49

1 **Q. Can you explain what these mean?**

2 A. Certainly. In order to help me do that, I have attached Schedule PH-3 which is a table
3 that I extracted from the web site of The Securities Industry and Financial Markets
4 Association, Investinginbonds.com. The information in that table describes the three
5 bond rating agencies' rating systems. Note that both Moody's and Fitch's ratings for
6 Charter of "Caal" and "CCC" respectively are in the range of "Poor Quality (may
7 default)". The B- rating by Standard and Poor's is actually lower than the "Low Grade
8 (speculative)". These ratings are all in line with the information filed by Charter in their
9 SEC reports.

10 **Q. Are you suggesting that Charter cannot pay?**

11 A. I will leave that determination to CC Holdco, Charter and its financial advisors.
12 However, what I can tell you is that CenturyTel's experience and the facts reflected in
13 Schedule PH-1 (SEC Reports), and Schedule PH-2 (Charter Bond Rating Document) and
14 Schedule PH-3 (Bond Ratings Explanation) demonstrate that CenturyTel's concerns with
15 respect to the need for proper deposit language are not speculative.

16 **Q. What would occur if Charter did not pay its invoice to CenturyTel?**

17 A. First of all, it is not just an issue of whether Charter pays an invoice; it is also an issue of
18 the delay as to when Charter pays. A delay in payment affects cash flow, and while the
19 magnitude of a delayed payment here and there may not seem like much, it does increase
20 the carrying cost to CenturyTel of that receivable. Essentially, if Charter does not pay its
21 charges from CenturyTel, CenturyTel incurs a bad debt, the bad debt would ultimately be
22 borne by CenturyTel's customers through the rates they pay, and Charter would have,
23 effectively, been provided "free" service. In my view, none of these results is appropriate

1 or consistent with rational public policy because our customers should not subsidize
2 Charter and common sense dictates that a carrier which receives service should pay for
3 that service (just as we, non-carrier consumers, must do). Based on these facts, it is no
4 wonder that, as discussed by other CenturyTel witnesses, Charter improperly seeks
5 language that could be viewed as allowing it to obtain free service from CenturyTel or
6 that it may improperly seek to set rates for service at "zero" (\$0.00).

7 **Q. Have you reviewed the provisions that are at issue in this proceeding regarding**
8 **deposits and assurance of payments?**

9 A. Yes. The sections are Section 6.1.1, Section 6.1.2, Section 6.2, and Section 6.3.

10 **Q. Does CenturyTel agree with Charter's proposed revisions to Section 6.1.1?**

11 A. No. Under Charter's proposed language under Section 6.1.1, CenturyTel could not
12 require Charter to make a deposit until after Charter has failed to pay or when Charter
13 commences or is thrown into bankruptcy. Why Charter should be able to avoid payment
14 of a deposit until it has failed to pay a charge runs contrary to the general reasons I have
15 discussed above regarding the need for the deposit and/or assurance of payment in the
16 first instance, the SEC filings that Charter has made, and the credit rating that Charter has
17 received. CenturyTel should be able to require a deposit when its view of the credit
18 application and other relevant information suggests that a deposit is warranted. This is
19 the same concept already incorporated by Charter in Sections 1.7.2.1 and Section 1.7.6
20 (Advanced Payment, subparagraph 1) of Charter Fiberlink-Missouri, LLC Local
21 Exchange Tariff P.S.C. MO-No. 1, which I have attached as Schedule PH-4. It is in the
22 public interest that CenturyTel (and ultimately its rate payers) should not be left holding

1 the bag at any time with respect to CenturyTel's ability to apply a deposit to outstanding
2 charges.

3 I also note that CenturyTel's proposed language also allows us access to updated
4 information regarding Charter's credit worthiness. This requirement is important in order
5 to allow CenturyTel to monitor and assure itself that the need for and level of the deposit
6 is and remains appropriate. And, as to this point, the fact that this is even an issue
7 indicates that CenturyTel's concern for the need for proper deposit is well grounded.

8 **Q. Does CenturyTel agree that Charter should not be required to provide a deposit**
9 **until it enters voluntarily or involuntarily a bankruptcy proceeding?**

10 A. No. Charter's suggested addition to Section 6.1.1 that a deposit cannot be required until
11 Charter declares or is in bankruptcy is backwards -- the ability to pay the debt should
12 logically be established before the concrete fact of bankruptcy since a bankruptcy filing
13 is, from a practical perspective, a statement that one cannot pay its debts. At that time --
14 when one cannot pay its debt -- the concept of a deposit will only address the going-
15 forward need, not the retrospective need for a deposit. Moreover, if the bankruptcy
16 results in the debt being forgiven or reduced, Charter received free service or at least
17 some reduced price for that service. These ramifications, in turn, are the very reason for
18 the need for a deposit in the first instance.

19 **Q. Do you agree with Charter's proposed revision to Section 6.1.2?**

20 A. No. In effect, Charter simply wants to buy time by requiring the Parties to engage in
21 formal dispute resolution if there is a dispute over the amount of the initial deposit. In
22 contrast, CenturyTel's language would require Charter to file a petition with the
23 Commission to resolve this matter.

1 **Q. Is dispute resolution necessary in this instance as Charter suggests?**

2 A. No. Since the Parties would have already disagreed with respect to the level of the
3 deposit, there is no need to go through the Section 20 dispute resolution process since, I
4 would hope, Charter would have already had decision makers involved in the process of
5 establishing the deposit amount like I know CenturyTel will have involved. Thus, there
6 is no need to escalate the disagreement and discuss it for another 30 days through the
7 Section 20 process as stated in Article II of the Agreement. In addition, if there is a
8 dispute on the deposit amount, Charter's proposed language would require CenturyTel to
9 continue to provide additional new service to Charter. That is not reasonable, especially
10 in light of Charter's proposed language in Section 6.1.1 that CenturyTel could not require
11 a deposit until after Charter has failed to pay or when Charter commences or is thrown
12 into bankruptcy. CenturyTel would be placed in a position of continuing to provide
13 services to a company that has, through its actions, demonstrated an unwillingness to
14 provide the assurance with respect to the payment for services it receives. If there is a
15 need for a deposit in the first instance, why would one be permitted to increase the
16 amount of service that would be subject to the deposit when that increased level of
17 service would result in the need to increase the deposit above the amount that is already
18 in dispute? That result is illogical.

19 **Q. Does CenturyTel's language avoid these results?**

20 A. Yes. CenturyTel's language avoids this illogical result by requiring the filing of a petition
21 with the Commission on an already fully vetted dispute.

22 **Q. What other action does CenturyTel's proposed language allow CenturyTel to take?**

1 A. CenturyTel's proposed language also makes clear that a failure to file a petition with the
2 Commission or pay the disputed amount within 30 days of a request for an additional
3 deposit would allow CenturyTel to terminate service and apply the Charter deposit on
4 hand to any outstanding service charges owed by Charter to CenturyTel.

5 **Q. Is the ability to engage in this additional action reasonable?**

6 A. Yes. It provides the incentive for Charter to resolve the deposit issue informally or to
7 seek Commission guidance to resolve it. Thus, the additional actions permitted under
8 CenturyTel's language provides for closure to the issue of deposit levels or a reduction of
9 the financial exposure to CenturyTel and its customers associated with Charter's refusal
10 to do so. Again, based on its position, Charter apparently believes that, regardless of its
11 credit history and ability to pay, any risk should be placed on the doorstep of CenturyTel
12 to either forego CenturyTel's right to payment or to incur the cost of a petition to the
13 Commission. Charter is ordering service from CenturyTel and not vice versa. Charter
14 needs CenturyTel's service. Therefore, Charter should take the steps necessary to
15 demonstrate its ability to pay CenturyTel and not require CenturyTel to prove otherwise.

16 **Q. Would you please summarize Charter's proposals in Section 6.1.1 and 6.1.2 and**
17 **what the impacts of that proposed language would be to CenturyTel?**

18 A. Charter's proposed language would only allow for CenturyTel to request a deposit from
19 Charter upon Charter's failure to timely pay undisputed invoices or when Charter has
20 entered into bankruptcy proceedings. It does not provide for the use of information
21 CenturyTel has available from historical billing/payment activity or from credit rating
22 agencies to require deposits in advance of default or bankruptcy. Charter's language
23 requires dispute resolution under Section 20 be initiated, after the Parties have already

1 been in negotiation over the need for and amount of the deposit, which would only
2 prolong the discussions. But one of the major points that should also be noted is that
3 Charter's language would have CenturyTel continue to process Charter's service orders
4 and provide services despite the lack of payment or assurance of payment from Charter.
5 Charter's recommended language contains no provisions to protect CenturyTel upon
6 default by Charter. Under Charter's proposals, CenturyTel is taking all the risk with no
7 "safety net" to protect it.

8 **Q. Does CenturyTel have issues with Charter's proposed revision to Section 6.2?**

9 A. Yes. The language that Charter is proposing has two (2) major flaws. First, there is no
10 standard by which to measure Charter's proposed language regarding an amount based on
11 "2 months of CenturyTel's charges from the previous 6 month period." Or, put another
12 way, what 2 months should be used by the Parties? The lowest of 2 months (which will
13 likely be Charter's proposal) or the highest of 2 months which would otherwise be
14 reasonable based on the underlying reason for deposits – the ability to pay one's bills.
15 The lack of standard under Charter's language as to what constitutes the 2 months that
16 should be reviewed will not only increase the likelihood of additional disputes (which,
17 under Charter's Section 6.1.2 revisions, will allow Charter to delay the resolution
18 process), but also does not address the situation where Charter's service orders begin to
19 increase. In this situation, Charter's historical 2-month measurement may be much
20 lower, and thus an insufficient measure to properly establish the level of a deposit in
21 those instances where Charter's service order activity increases.

22 **Q. Are the concerns you have expressed addressed within the CenturyTel proposed**
23 **language for Section 6.2?**

1 A. Yes. Both of these flaws are avoided in CenturyTel's language. First, CenturyTel's
2 proposed language for Section 6.2 requires that the deposit amount be based on a 2-
3 month "forecast" from Charter. This allows the deposit amount to be set at a level of
4 anticipated activity, not historical activity, and thus CenturyTel's proposal provides a
5 better measure of what actual service Charter will be taking from CenturyTel in the next
6 months. If the forecast is too difficult for Charter to determine, the CenturyTel proposed
7 language provides Charter the option of paying a \$5,000 deposit. While \$5,000 may be a
8 considerable amount of money to me personally, I find it difficult to believe that the
9 amount is unreasonable for a commercial company like Charter. Thus, CenturyTel's
10 language provides a clear cut way of establishing the period of service for which a
11 deposit will be determined as well as an administratively convenient method for Charter
12 to elect should it wish, *i.e.*, the flat fee of \$5,000. Both options, in turn, should minimize
13 disputes.

14 **Q. Did Charter propose changes to Section 6.3?**

15 A. No, but CenturyTel did. While the Parties agree that an additional deposit amount can be
16 required (1) when Charter is "repeatedly delinquent" in its payments to CenturyTel or (2)
17 when there is a reconnection of Charter to the CenturyTel network after a disconnection
18 or a discontinuance of service order processing based on non-payment, CenturyTel
19 proposes a third instance when an additional deposit may be required. The third instance
20 is "when conditions otherwise justify such action based on actual billing history and/or
21 the credit rating of Charter."

22 **Q. Is CenturyTel's proposed revision to Section 6.3 reasonable?**

1 A. Yes. The additional trigger for an increased deposit from Charter allows the provision to
2 be more dynamic based on the *actual* credit rating of Charter derived from entities that
3 are likely more involved in the day-to-day oversight of Charter's ability to pay its bills
4 than CenturyTel. The language also allows CenturyTel to preemptively limit its bad debt
5 potential based on its actual experience of Charter's payment history with CenturyTel.
6 These two additional measures -- billing history and credit rating -- are proactive
7 measures that allow CenturyTel to guard against the affects of Charter's inability to pay
8 for the services it receives from CenturyTel. Thus, the additional language proposed by
9 CenturyTel in Section 6.3 is reasonable as it will allow the implementation of the
10 Agreement to reflect the more current status of Charter's overall financial credit
11 worthiness both on a large scale (through the credit ranking) and a more granular level
12 (the actual payment history being experienced by CenturyTel with respect to Charter). As
13 such, CenturyTel's language ensures that factors associated with the level of security for
14 proper payment by Charter do not remain static over the term of the Agreement.

15 **Q. Are there reasons other than those stated above that support the need for**
16 **CenturyTel's language to be included in the agreement rather than Charter's**
17 **language?**

18 A. Yes. After the agreement arising from this proceeding has been executed and approved
19 by this Commission, other CLECs may adopt the same terms and conditions available to
20 Charter in the agreement. So, regardless of Charter's payment history or credit rating,
21 CenturyTel still wants to be able to protect itself against other carriers whose credit may
22 provide for higher risk. Therefore, CenturyTel must have terms in the Agreement that
23 allow for CenturyTel to require assurance of payment from such a customer, as well as to

1 be able to terminate services should the carrier not provide payment according to the
2 payment terms outlined in the Agreement. If such language is not included in the
3 Agreement, CenturyTel is vulnerable to potential losses from carrier customers that do
4 not pay.

5 **Q. Is it reasonable to include the language proposed by CenturyTel with respect to**
6 **Issue 6?**

7 A. Yes. This Commission, in the Southwestern Bell Corporation – Missouri (“SBC-MO”) Arbitration Case No. TO-2005-0336, in which Charter was a party, addressed these
8 issues in Issue 30 within that proceeding and ultimately approved language within the
9 conforming agreement between SBC-MO and Charter in Case No. TK-2006-0047. The
10 Commission concluded that a deposit is reasonable (Section 7.3). The terms approved by
11 the Commission also outlined the requirements for requesting a deposit in Section 7.2
12 should the billed party fail to maintain timely compliance with its payment obligations.
13 Specifically, the Commission adopted language allowing SBC-MO to request an initial
14 deposit or post a form of assurance of payment at the Effective Date of the agreement if
15 Charter had not already established satisfactory credit by having made at least twelve
16 (12) consecutive months of payments to SBC-MO. It also provided language to allow for
17 a future deposit demand if Charter fails to timely pay a bill that is undisputed. Finally,
18 the Commission-approved language permits SBC-MO to set the deposit amount at 3
19 month's *anticipated* charges as reasonably determined by SBC-MO.
20 CenturyTel's proposed language for resolving Issue 6 is therefore consistent with what
21 the Commission has done before. Thus, CenturyTel is only asking that the Commission
22

1 take action here in a manner consistent with what the Commission has already deemed
2 appropriate.

3 **Q. Have similar provisions been included in arbitrated agreements in another state?**

4 Yes. The Texas Commission, in Southwestern Bell Corporation - Texas ("SBC-TX")
5 Arbitration Case No. 28821 addressed these issues as that case's Issue 35, and concluded
6 that a deposit is reasonable (Section 9.2). That ruling also outlined the requirements for
7 requesting an initial deposit in Section 9.2.1 and an increased deposit in Section 9.8 and
8 9.9 should the Billed Party fail to maintain timely compliance with its payment
9 obligations.

10 Specifically, in Issue 35 in that proceeding, the Texas Commission adopted language
11 requiring the CLEC to pay a deposit or post a form of assurance of payment where: (a) it
12 had received 2 delinquent payment notices in the prior 12 months; (b) it was new entrant
13 and had not established a sufficient credit history by making timely payments to SBC-TX
14 for a 12-consecutive-month period; or (c) SBC-TX reasonably determined a "credit
15 impairment" (not maintaining a BBB or better long term debt rating or an A-2 or better
16 short term rating by Standard & Poor's for the prior 6 months). These factors apply here
17 as I have noted above. In addition, I note that the language that the Texas Commission
18 adopted permits SBC-TX to require a deposit if the CLEC fails to timely pay its bills or
19 admits an inability to pay, as well as permits SBC-TX to adjust the deposit amount in
20 certain circumstances if the CLEC doesn't pay its bills in timely manner. Finally, the
21 Texas Commission-approved language permits SBC-TX to set the initial deposit amount
22 at the *greater of either* 3 month's anticipated charges as reasonably determined by SBC-
23 TX or \$17,000. CenturyTel's proposed language follows the same principles but requires

1 a lesser absolute dollar amount. The outcome from this Texas proceeding is consistent
2 with that adopted by the Commission in the SBC-MO proceeding I have noted.

3 **Q. What action does CenturyTel request that the Commission take with respect to**
4 **Issue 6?**

5 A. CenturyTel requests that the Commission reject the changes that Charter proposes for
6 Article III's Sections 6.1.1, 6.1.2 and 6.2, and adopt CenturyTel's proposed language for
7 these sections. In addition, CenturyTel requests that the Commission approve its
8 proposed language for Section 6.3. In taking these actions, CenturyTel requests that
9 Commission find that these actions are necessary and appropriate in order to reaffirm the
10 fact that credit worthiness of all interconnecting carriers should be ensured and that
11 deposits are one of the reasonable ways that achieve this result.

12 **Issue 8(b) Should the billing Party be permitted to suspend or discontinue accepting**
13 **orders from the billed Party under certain conditions when the billed Party**
14 **fails or refuses to pay "undisputed" charges?³**

15 **Q. Are you addressing all of Issue 8?**

16 A. No. I am addressing only Issue 8(b). Issue 8(a) is being addressed by another
17 CenturyTel witness, Steven E. Watkins.

18 **Q. Could you explain the reason why CenturyTel disagrees with Charter's statement of**
19 **Issue 8(b)?**

20 A. Yes. While I reserve the right to amend this response once I see what reasons Charter
21 may provide for its statement of Issue 8(b), it appears that Charter's statement is too
22 limited in scope and does not otherwise properly characterize the scope of what Section

³ Charter's contends that Issue 8(b) should be framed as follows: "Should the bill dispute provisions ensure that neither Party can improperly terminate the Agreement in a manner that could impair service to the public?"

1 9.5.1 and 9.5.2 are addressing. Moreover, before I explain CenturyTel's reasons for its
2 wording of Issue 8(b), I want to make sure that the context of the issue is properly
3 recognized. Section 9.5.1 and CenturyTel's proposed Section 9.5.2 each address the
4 situation *where the charges that are not being paid are undisputed*. Let me say that again
5 – the sections at issue address the situation *where the charges not being paid are*
6 *undisputed*. I also want to make clear that the provisions that CenturyTel seeks apply to
7 *both* Parties depending on whether they are the party obligated to pay a charge or the
8 party that is billing the charge. Thus, the provisions are mutual.

9 **Q. Does CenturyTel agree with Charter's proposed Section 9.5.1?**

10 A. No. Recognizing the scope of the billing dispute at issue – that the charges are not
11 disputed -- Charter's proposed language in Section 9.5.1 limits a billing party's rights to
12 one thing -- instituting a dispute proceeding if the party that is required to pay does not
13 make the required payment. Because this provision relates to charges that are
14 *undisputed*, it is entirely unreasonable to limit the remedy in this manner.

15 **Q. Please explain the reasons the reasons that such limitations are entirely**
16 **unreasonable?**

17 A. If charges are undisputed, they should be paid. From the billing party's standpoint, there
18 is, therefore, no question that the service was rendered, that the service was used, that the
19 rate for the service was proper under the Agreement, and that the bill was rendered. If
20 these facts are all true, which they would be since there is no dispute with respect to the
21 bill, why would the billing party need to go through dispute resolution to get paid? It
22 simply makes no sense. Therefore, in these instances, something beyond dispute
23 resolution is required or the concept of "payment" means nothing.

1 **Q. Does CenturyTel's language provide additional options to the billing party?**

2 A. Yes. For example, and recognizing that the CenturyTel language is mutual, if Charter
3 fails to pay such an undisputed charge, CenturyTel should, as the CenturyTel proposed
4 Section 9.5.1 language provides, be permitted to discontinue processing Charter's orders.
5 Likewise, if, for example, CenturyTel fails to pay an undisputed charge, Charter should
6 be permitted to discontinue processing CenturyTel's orders as well and vice versa (which
7 again, would be permitted under CenturyTel's proposed Section 9.5.1). Absent the
8 ability for a party to take these types of measures, the payment due date is meaningless.
9 And, again, that result is even more unreasonable in this instance where the charges at
10 issue are undisputed. Moreover, the fact that Charter's language would require *the*
11 *billing Party* to seek dispute resolution under Section 20 of Article 3 would only lead to
12 increased and untold disputes, let alone the expenditure of resources, for example by
13 CenturyTel, for collecting charges. Thus, the concept that a billing party would be
14 required to expend additional resources to engage in dispute resolution to collect, *as the*
15 *language states, undisputed* charges defies common sense.

16 **Q. Are there other consequences arising from Charter's proposed limitation of**
17 **remedies with respect to not paying *undisputed* charges?**

18 A. Yes. Regardless of what Charter may contend, the net effect of its language is that the
19 party receiving service will, at times, inevitably receive *free* service because the billing
20 party will not want to expend the resources to engage in dispute resolution for the unpaid
21 charges. That result is not only incredible but it is nonsensical. It is tantamount to
22 ordering a meal at a restaurant, eating the food that was ordered, and, after the meal is

1 completed, leaving the restaurant without paying in hopes that the proprietor will not
2 come after you, but being willing to pay if she does.

3 Therefore, neither CenturyTel nor Charter should be placed in a position of expending
4 unnecessary resources to collect charges that the other does not even dispute. At the
5 same time, no party should expect to receive free service by forcing the billing party to
6 decide whether an amount due is worth the cost of pursuing dispute resolution under the
7 Agreement.

8 **Q. Do CenturyTel's proposed revisions to Section 9.5.1 advance your conclusion?**

9 A. Yes. First, CenturyTel's proposed language in Section 9.5.1 is consistent with the
10 common sense notion that a party is required to pay for services provided by another
11 (which is a concept that unquestionably goes beyond an interconnection agreement).
12 Second, CenturyTel's proposed language provides Charter with notice and then the
13 ability to cure. Third, if charges are not disputed and not paid, the billing party should be
14 able to take additional actions to ensure that the charges are paid. Those actions include
15 discontinuing order processing, accepting new orders and, as provided for in Section
16 9.5.2, terminating service. Thus, CenturyTel's proposed language provides a "stick"
17 within the Agreement to get the recalcitrant party that has not paid the undisputed charges
18 to actually pay. Finally, CenturyTel's proposed language avoids the increased cost of
19 seeking a Commission determination of the rightful payment that no one believes should
20 not be paid since the charges are undisputed

21 **Q. Has Charter entered into other agreements in this state with similar language to**
22 **that proposed by CenturyTel?**

1 A. Yes. In the same SBC-MO/Charter agreement I referenced in Issue 6, Charter agreed to
2 the following language in Section 9.2: “Failure to pay undisputed charges shall be
3 grounds for disconnection of Interconnection, Resale Services, Lawful Unbundled
4 Network Elements, Collocation, functions, facilities, products and services under this
5 Agreement.” Section 9 of that agreement also allows for written notice of default and,
6 upon continued non-payment, the remedies of suspending the acceptance of new orders,
7 of suspending the completion of pending orders, and of terminating of services.
8 Moreover, the SBC-MO/Charter agreement provides for a 10-business day period for
9 payment or filing of disputes following written notice of default. SBC-MO is to provide
10 copy of the default notice to the Commission (Section 9.2.3) as required by Rule 4 CSR
11 240-32.120, but there is no action required of the Commission as Charter now suggests in
12 its proposal. Upon further default after this written notice, SBC-MO may take action
13 against Charter to suspend acceptance of new orders and completion of pending orders
14 and terminate services. The Missouri rules⁴ provide that an incumbent local exchange
15 carrier (“ILEC”) terminating services to a reseller must continue to provide services to
16 the reseller’s customers for a 30-day period in order to allow those customers an
17 opportunity to choose another carrier. The SBC-MO – Charter agreement contains
18 language that addresses that requirement and provides for notifying the Commission of
19 the names of all customers affected in this process. This is the only other provision in
20 this process that involves the Commission. Again, this action is only notice to the
21 Commission but with no action required of the Commission.
22 **Q. Has a similar issue been addressed in an arbitration proceeding in another state?**

⁴ Rule 4 CSR 240-32.120 Snap-Back Requirements for Basic Local Telecommunications Companies

1 A. Yes. In a manner consistent with the underlying policies that the Commission advanced
2 in the SBC-MO proceeding, the Texas Commission, in the same prior case that I
3 referenced earlier – Texas Case No. 28821, ordered the adoption of SBC-TX’s language
4 in resolving Issue 39. SBC-TX’s language stated that “Failure to pay all or any portion
5 of any amount required to be paid may be grounds for disconnection of Resale Services,
6 Network Elements and Collocation under this Agreement.” Further, the language
7 adopted in that Texas case allows for written notice of default and, upon continued non-
8 payment, the remedies of suspension of acceptance of new orders, the completion of
9 pending orders, and termination of services.

10 Specifically, and while the Texas Commission required a different process than what is
11 set forth in CenturyTel’s proposed agreement (*i.e.*, two different 15-day demand notices),
12 the Texas Commission adopted language permitting the ILEC to initially suspend and
13 then ultimately “cancel” or “disconnect” a CLEC’s service, request or order where there
14 was non-payment of undisputed bills. Under the Texas Commission-approved
15 framework, if SBC-TX disconnected the CLEC, SBC-TX had to provide notice to the
16 CLEC’s customers of need to subscribe to new local service provider, with a copy of
17 such notice to the Texas Commission. Otherwise, no extensive Texas Commission
18 intervention was required as would otherwise be envisioned by Charter’s proposed
19 language in this case.

20 **Q. What does CenturyTel request the Commission do with respect to resolving Issue**
21 **8(b)?**

22 A. CenturyTel requests that the Commission reject Charter’s proposed revision to Article III,
23 Section 9.5.1. And, in doing so, adopt the proposed revisions from CenturyTel in its

1 Section 9.5.1 and its Section 9.5.2. In taking this action, CenturyTel also requests that
2 the Commission reaffirm the common sense notion that where charges are not in dispute
3 they should be paid.

4 **Issue 25 How should the Parties define certain extraordinary and unique port**
5 **requests which may require a unique process known as “project**
6 **management”?**

7 **Q. Have the Parties resolved this issue?**

8 A. Yes. The Parties have agreed to the following language to resolve this issue:

9 1.2.2.3 For purposes of this Article, the Donor Party may request to use a
10 project management approach for the implementation of LSRs for large quantities
11 of numbers ported from a single End User location, within a given state. For
12 purposes of this provision, “large quantities” shall mean seventy-five (75) or more
13 numbers. The Donor Party also may request to use a project management
14 approach for the implementation of LSRs for complex ports, which shall be
15 defined as those ports that include complex switch translations (*e.g.*, Centrex,
16 ISDN, AIN services, remote call forwarding, or multiple services on the loop).
17 Under such managed projects (“projects”), the Parties may negotiate
18 implementation details including, but not limited to: due dates, cutover intervals
19 and times, coordination of technical resources, and completion notice.

20
21 **Q. Does CenturyTel request that the Commission resolve this issue by approving the**
22 **language noted above?**

23 A. Yes.

24 **Issue 30 What information regarding Directory close dates is CenturyTel required to**
25 **provide Charter and in what manner?**

26 **Q. Can you describe the scope of the dispute between the Parties being addressed in**
27 **Issue 30?**

28 A. There are two areas of disputes arising from Charter’s proposed language. First, whether
29 Charter should be afforded special treatment with respect to the notification of “close
30 dates” that governs when listing information must be provided in order to be included in
31 the CenturyTel directory for the next year. Second, whether Charter should be able to

1 shift its responsibility with respect to errors that are contained in the Charter's listing
2 information to CenturyTel.

3 **Q. With respect to the first aspect of the dispute, does CenturyTel publish its own**
4 **directory?**

5 A. No. Like many telephone companies, CenturyTel's directories are published by an
6 outside vendor. That vendor establishes the due dates for when listing information must
7 be provided to it (which is what I referred to above as the "close date"). In the case of
8 Charter, it currently sends its directory listings directly to our publisher (*i.e.*, The Berry
9 Company) in the form of a "flat file", which I understand is a technical term for a
10 database of information, in this case names, addresses, and telephone numbers.

11 **Q. Does CenturyTel provide notice of the directory "close dates" to those CLECs that**
12 **may include their listing information in CenturyTel's directories?**

13 A. Yes. CenturyTel provides all CLECs, including Charter today, with advanced
14 notification of directory close dates. Notifications of directory close dates, and changes
15 to those dates, typically are provided months in advance and are accessible by all CLECs
16 on a CenturyTel.com webpage. Attached to my testimony as Schedule PH-5 is an
17 example of a directory close schedule that is posted on our web page. The link to web
18 page is:

19 [http://business.centurytel.com/business/Wholesale/Files/QuickLinks/OtherServices/Direc](http://business.centurytel.com/business/Wholesale/Files/QuickLinks/OtherServices/Directory-BusinessOfficeCloseSchedule.pdf)
20 [tory-BusinessOfficeCloseSchedule.pdf](http://business.centurytel.com/business/Wholesale/Files/QuickLinks/OtherServices/Directory-BusinessOfficeCloseSchedule.pdf).

21 **Q. Can you describe for us the information contained on that schedule?**

22 A. Yes. The first column represents the name of the CenturyTel directory, and typically
23 corresponds with a CenturyTel exchange. The second column is self-explanatory. It

1 represents the state in which the directory (exchange) is located. The third column,
2 "Business Close", provides for the dates the listings must be received by the publisher in
3 order to be included in the next published directory. The last column, "Issue Date", is a
4 listing of the directory publish dates. Additional information of community names
5 reflected in each directory is demonstrated after the date schedule. The publication
6 month of each directory is repeated in that community listing. Schedule PH-5 includes
7 the community listings of those states involved in the companion arbitration proceedings
8 with Charter.

9 **Q. Can you explain the process for posting the directory close schedule?**

10 A. Yes. CenturyTel's Directory Services Department provides an updated schedule of all of
11 our directory business office close dates monthly. That schedule is then subsequently
12 posted on our web site. We also prepare a general notice that the schedule has been
13 updated. That general notice is also posted on our web site, and we send out an email
14 notification of the notice to anyone who has signed up to receive those notices.
15 Schedule PH-6 is a copy of the most recent directory close schedule notice and email that
16 was distributed to CenturyTel's customers with respect to these due dates. The link to
17 CenturyTel's September 2008 notice can be found at:

18 http://business.centurytel.com/business/Wholesale/InterconnectionServices/Library/Directory-Business_Office_Close_Schedule_09162008.pdf.

20 **Q. Is Charter eligible to receive these notices?**

21 A. Yes. Any CLEC, including Charter, is free to subscribe to our electronic notification
22 service. As indicated in Schedule PH-7, signing up for this service requires three (3)

1 pieces of information – what type of notification you want to receive, your email address
2 and telephone number – and the verification of your email address. The web page link is:
3 <http://business.centurytel.com/business/Wholesale/AlertsAndNotifications/>

4 In fact, I discovered in performing research for this testimony that there were several
5 email addresses of individuals that signed up to receive these notices and that the email
6 addresses appeared to be Charter email addresses. So, I assume that someone at Charter
7 is receiving these notices each month.

8 **Q. Is this information and notification process sufficient to provide the notice of the**
9 **“close dates”?**

10 **A.** Yes. The method that CenturyTel employs allows the CLEC to decide whether it wants
11 to subscribe to the automatic notification service from CenturyTel and then to decide
12 whether it wants to access the dates and information provided by that service. The dates
13 that are provided are those by which that CLEC needs to provide its listing information to
14 the CenturyTel directory publishing vendor for inclusion in the next year’s directory.
15 This service is simple and provides all of the necessary information required. Therefore,
16 I know of no reason why CenturyTel should be required to police the conduct of any
17 CLEC in this regard, and that includes Charter. Charter is provided the necessary
18 information by CenturyTel in order for Charter (or any CLEC) to include its directory
19 listing information in CenturyTel’s directory. And, again, the service is free and readily
20 accessible since email and the use of the Internet is accepted practice and readily
21 available.

22 **Q. Has CenturyTel been told by any CLEC that the notification method and process**
23 **you have described is a problem?**

1 A. To my knowledge we have never received a complaint about this process other than
2 Charter's apparent issue with what CenturyTel does. It is, in fact, a process that we
3 implemented a few years ago and have utilized since. Prior to that time, the Directory
4 Services department emailed out the schedule to carriers for whom they had email
5 addresses, but the schedule was not publicly posted nor was there a method in place for a
6 carrier to sign up to receive the schedules. Today, CenturyTel has a standard process
7 applicable to all CLECs that is proven, easy for the CLEC to follow, and otherwise
8 workable. I also note that it is similar to the notification process used by other ILECs,
9 including AT&T, to provide their CLEC customers with information about doing
10 business with their company. The information and access to it should be all that is
11 necessary for Charter to place its listings within the CenturyTel directory. CenturyTel
12 should not be required to alter its existing notification requirements to provide the
13 granularity of information suggested by Charter, nor should CenturyTel be required to
14 monitor Charter's compliance with due dates (including "flat file" due dates).

15 **Q. Could you explain what you mean by the "granularity of information" and**
16 **monitoring that Charter wants CenturyTel to undertake?**

17 A. Under Charter's proposed language for Article XII, Section 2.1.2.3, CenturyTel would be
18 required to provide to Charter "publication schedules" and "close dates" including "the
19 name of the directory, the close date, and, where the close date has changed, both the
20 original close date and the new close date." Moreover, Charter wants CenturyTel to
21 provide to Charter "notification of changes in close dates in a format that specifically
22 identifies the notification as relating to Directory publication." Further, Charter wants
23 CenturyTel to administer Charter's compliance with these due dates by requiring

1 CenturyTel to notify Charter where "Charter has not forwarded its flat file of listing
2 information for a Directory to CenturyTel two weeks prior to the date that the listing
3 information is due to the publisher. . ."

4 **Q. Do you agree with these additional requirements?**

5 A. No. The imposition of these additional requirements is unnecessary. Setting aside the
6 fact that Charter already has its own internal processes in place (*see* Schedule PH-8
7 (Response to DR No. 15)), CenturyTel has a proven process in place that provides the
8 method by which Charter can include its listing information within the CenturyTel
9 directory. This no-charge process includes providing publicly a listing of our directories,
10 the publish dates of each, and final dates the listings must be submitted in order to meet
11 those publish dates. The schedule is updated monthly, and I believe that Charter receives
12 the notice when the updates occur (or can sign up for the service that will provide the
13 email notice). It appears that what Charter is asking us to do is to keep a log of the areas
14 in which Charter is operating (which from a practical perspective I do not see how
15 CenturyTel would know those areas on a "current" status basis) in order for CenturyTel
16 to tell Charter when to submit its listings. Charter also wants CenturyTel to provide a
17 monitoring service to Charter, letting Charter know when it needs to provide its directory
18 listings to the CenturyTel directory publisher. Apparently Charter wants to shift the
19 burden to CenturyTel to administer the placement of Charter's listings in the CenturyTel
20 directories.

21 **Q. Is it reasonable for the Commission to require CenturyTel to take the extra steps**
22 **that Charter suggests?**

1 A. No. Charter wants favored treatment as compared to other CLECs. This should be
2 disallowed by the Commission. This recommended response from the Commission is, in
3 CenturyTel's view, fully justified if for no other reason than it is in Charter's own best
4 interests to assure that it meets the due dates of the CenturyTel's directory publisher.
5 CenturyTel has put a system in place, it works, and it is free. If Charter cannot monitor
6 and meet the deadlines provided by CenturyTel's publisher, that is Charter's issue and
7 not the responsibility of CenturyTel.

8 **Q. Do you have any comment on the second aspect of the dispute – whether Charter**
9 **should be able to shift its responsibility with respect to errors that are contained in**
10 **the Charter's listing information to CenturyTel?**

11 A. Yes. This aspect arises because Charter appears to suggest that it only be responsible to
12 send its flat files to CenturyTel and not directly to the CenturyTel Directory publisher
13 vendor, even though, as indicated in Schedule PH-8 (Response to DR. No. 16), Charter
14 already sends its files to The Berry Company (which is CenturyTel's directory publisher).
15 That suggestion by Charter is inappropriate. The files that Charter develops for
16 submission to the CenturyTel directory publisher are Charter's responsibility and
17 Charter's responsibility alone. If there are errors within them, Charter is responsible for
18 them. CenturyTel should not be required to be inserted into the delivery process of those
19 files to the directory publisher with the potential of then Charter claiming that some error
20 in the information or in the delivery of the information to the directory publisher is
21 somehow a result of CenturyTel's actions.

22 **Q. What action does CenturyTel request that the Commission take with respect to this**
23 **Issue 30?**

1 A. CenturyTel requests that the Commission reject Charter's proposed language, adopt
2 CenturyTel's proposed language for Article XII, Section 2.1.2.3, and, in so doing, find
3 that the CenturyTel method of providing notice with respect to its directory close dates
4 and flat file information is entirely reasonable and appropriate.

5 **Q. Does this conclude your testimony?**

6 A. Yes, it does.

CASE NO. TO-2009-0037

Direct Testimony of Pam Hankins

Schedule PH-1

**Charter Communications Holdings Capital Corp Form 10-K filed March 21, 2008
(Cover Page and Pages 5-9)**

**Charter Communications Holdings Capital Corp Form 10-Q filed August 8, 2008
(Cover Page and Pages 48-51)**



FORM 10-K

CCO HOLDINGS CAPITAL CORP - N/A

Filed: March 21, 2008 (period: December 31, 2007)

Annual report which provides a comprehensive overview of the company for the past year

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2007
or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Transition Period From to

Commission File Number: 333-77499

333-77499-01

333-111423

333-111423-01

333-112593

333-112593-01

Charter Communications Holdings, LLC*
Charter Communications Holdings Capital Corporation*
CCH II, LLC*
CCH II Capital Corp.*
CCO Holdings, LLC*
CCO Holdings Capital Corp.*

(Exact name of registrants as specified in their charters)

Delaware

43-1843179

Delaware

43-1843177

Delaware

03-0511293

Delaware

13-4257703

Delaware

86-1067239

Delaware

20-0259004

(State or other jurisdiction of incorporation or
organization)

I.R.S. Employer Identification Number

12405 Powerscourt Drive
St. Louis, Missouri 63131

(314) 965-0555

(Address of principal executive offices, including zip
code)

(Registrants' telephone number, including area code)

Securities registered pursuant to section 12(b) of the Act: None

Securities registered pursuant to section 12(g) of the Act: None

Indicate by check mark if the registrants are well-known seasoned issuers, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

- (1) Charter acts as the sole manager of Charter Holdco and its direct and indirect limited liability company subsidiaries.
- (2) These membership units are held by Charter Investment, Inc. ("CII") and Vulcan Cable III Inc., each of which is 100% owned by Paul G. Allen, Charter's Chairman and controlling shareholder. They are exchangeable at any time on a one-for-one basis for shares of Charter Class B common stock, which in turn are exchangeable into Charter Class A common stock on a one-for-one basis.
- (3) The percentages shown in this chart reflect the 24.8 million shares of Charter Class A common stock outstanding as of December 31, 2007 issued pursuant to a share lending agreement relating to Charter's convertible senior notes. However, for accounting purposes, Charter's common equity interest in Charter Holdco is 52%, and Paul G. Allen's ownership of Charter Holdco through CII and Vulcan Cable III Inc. is 48%. These percentages exclude the 24.8 million mirror membership units outstanding as of December 31, 2007 issued pursuant to the share lending agreement.
- (4) Represents preferred membership interests in CC VIII, LLC ("CC VIII"), a subsidiary of CC V Holdings, LLC, and an exchangeable accreting note issued by CCHC. See Note 11 to the accompanying consolidated financial statements contained in "Item 8. Financial Statements and Supplementary Data" for a description of the CC VIII preferred membership interests.

Charter Communications Holding Company, LLC. Charter Holdco, a Delaware limited liability company formed on May 25, 1999, is the direct 100% parent of CCHC. The common membership units of Charter Holdco are owned approximately 54% by Charter, 16% by Vulcan Cable III Inc. and 30% by CII. All of the outstanding common membership units in Charter Holdco held by Vulcan Cable III Inc. and CII are controlled by Mr. Allen and are exchangeable on a one-for-one basis at any time for shares of Class B common stock of Charter, which are in turn convertible into Class A common stock of Charter on a one-for-one basis. Charter controls 100% of the voting power of Charter Holdco and is its sole manager.

CCHC, LLC. CCHC, a Delaware limited liability company formed on October 25, 2005, is the direct 100% parent of Charter Holdings and is the issuer of an exchangeable accreting note held by CII.

Interim Holding Company Debt Issuers. As indicated in the organizational chart above, our interim holding company debt issuers indirectly own the subsidiaries that own or operate all of our cable systems, subject to a CC VIII minority interest held by Mr. Allen and CCH I as described below. For a description of the debt issued by these issuers please see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations — Description of Our Outstanding Debt."

Preferred Equity in CC VIII. CII owns 30% of the CC VIII preferred membership interests. CCH I, a direct subsidiary of CCH I Holdings, LLC ("CIH"), directly owns the remaining 70% of these preferred interests. The common membership interests in CC VIII are indirectly owned by Charter Operating. See Notes 11 and 20 to our accompanying consolidated financial statements contained in "Item 8. Financial Statements and Supplementary Data."

Item 1A. Risk Factors.

Risks Related to Significant Indebtedness of Us and Our Parent Companies

We and our parent companies have a significant amount of debt and may incur significant additional debt, including secured debt, in the future, which could adversely affect our and our parent companies' financial health and our and their ability to react to changes in our business.

We and our parent companies have a significant amount of debt and may (subject to applicable restrictions in our and their debt instruments) incur additional debt in the future. As of December 31, 2007, Charter Holdings, CCH II, and CCO Holdings had total debt of approximately \$19.5 billion, \$12.3 billion, and \$9.9 billion, respectively, and deficiency of earnings to cover fixed charges for the year ended December 31, 2007 of approximately \$1.3 billion, \$546 million and \$308 million, respectively. For the year ended December 31, 2007, member's deficit was approximately \$7.2 billion and \$368 million at Charter Holdings and CCH II, respectively, and member's equity was approximately \$1.9 billion at CCO Holdings. On a consolidated basis, we and our parent companies have a significant level of debt, which totaled approximately \$19.9 billion as of December 31, 2007.

Because of the significant indebtedness of us and our parent companies and adverse changes in the capital markets, our and our parent companies' ability to raise additional capital at reasonable rates, or at all, is uncertain and our and our parent companies' ability to make distributions or payments to parent companies is subject to availability of funds and restrictions under our and their applicable debt instruments. Our and our parent companies' indentures currently permit us and our parent companies to provide funds to our and their respective parent companies to pay interest on debt or to repay, repurchase, redeem, or defease debt, subject to certain conditions. If we find it necessary to engage in a recapitalization or other similar transaction, our noteholders might not receive principal and interest payments to which they are contractually entitled.

Our and our parent companies' significant amounts of debt could have other important consequences. For example, the debt will or could:

- require us to dedicate a significant portion of our cash flow from operating activities to make payments on our and our parent companies' debt, reducing our funds available for working capital, capital expenditures, and other general corporate expenses;
- limit our flexibility in planning for, or reacting to, changes in our business, the cable and telecommunications industries, and the economy at large;
- place us at a disadvantage compared to our competitors that have proportionately less debt;
- make us vulnerable to interest rate increases, because net of hedging transactions approximately 15%, 24%, and 32%, of Charter Holdings', CCH II's and CCO Holdings' borrowings, respectively, are, and will continue to be, subject to variable rates of interest;
- expose us to increased interest expense to the extent we refinance existing debt with higher cost debt;
- adversely affect our relationship with customers and suppliers;
- limit our and our parent companies' ability to borrow additional funds in the future, due to applicable financial and restrictive covenants in our and our parent companies' debt;
- make it more difficult for us and our parent companies to satisfy our and their obligations to the holders of our and their notes and to our and our parent companies' lenders under our and their credit facilities; and
- limit future increases in the value, or cause a decline in the value of Charter's equity, which could limit Charter's ability to raise additional capital by issuing equity.

A default by us under our debt obligations could result in the acceleration of those obligations, which in turn could trigger cross defaults under other agreements governing our long-term indebtedness. In addition, the secured lenders under the Charter Operating credit facilities, the holders of the Charter Operating senior second-lien notes, the secured lenders under the CCO Holdings credit facility, and the holders of the CCH I notes could foreclose on the collateral, which includes equity interests in certain of our subsidiaries, and exercise other rights of secured creditors. Any default under our or our parent companies' debt could adversely affect our growth, our financial condition, our results of operations, and our and our parent companies' ability to make payments on our and our parent companies' debt and Charter Operating's credit facilities, and could force us to seek the protection of the bankruptcy laws. We and our parent companies may incur significant additional debt in the future. If current debt amounts increase, the related risks that we now face will intensify.

We depend on generating (and having available to the applicable obligor) sufficient cash flow and having access to additional liquidity sources to fund our and our parent companies' debt obligations, capital expenditures, and ongoing operations.

Our ability to service our and our parent companies' debt and to fund our planned capital expenditures and ongoing operations will depend on our ability to generate and grow cash flow and our and our parent companies' access (by dividend or otherwise) to additional liquidity sources. Our ability to generate and grow cash flow is dependent on many factors, including:

- the impact of competition from other distributors, including incumbent telephone companies, direct broadcast satellite operators, wireless broadband providers and DSL providers;
- difficulties in growing, further introducing, and operating our telephone services, while adequately meeting customer expectations for the reliability of voice services;
- our ability to adequately meet demand for installations and customer service;
- our ability to sustain and grow revenues and cash flows from operating activities by offering video, high-speed Internet, telephone and other services, and to maintain and grow our customer base, particularly in the face of increasingly aggressive competition;

- our ability to obtain programming at reasonable prices or to adequately raise prices to offset the effects of higher programming costs;
- general business conditions, economic uncertainty or slowdown, including the recent significant slowdown in the new housing sector and overall economy; and
- the effects of governmental regulation on our business.

Some of these factors are beyond our control. It is also difficult to assess the impact that the general economic downturn and recent turmoil in the credit markets will have on future operations and financial results. However, we believe there is risk that the economic slowdown could result in reduced spending by customers and advertisers, which could reduce our revenues and our cash flows from operating activities from those that otherwise would have been generated. If we are unable to generate sufficient cash flow or we and our parent companies are unable to access additional liquidity sources, we and our parent companies may not be able to service and repay our and our parent companies' debt, operate our business, respond to competitive challenges, or fund our and our parent companies' other liquidity and capital needs. After the receipt in March 2008 of net proceeds from the Charter Operating 10.875% 2nd lien notes due 2014 and the Incremental Term Loans, we expect that cash on hand, cash flows from operating activities, and the amounts available under Charter Operating's credit facilities will be adequate to fund our and our parent companies' projected cash needs, including scheduled maturities, through 2009. We believe that cash flows from operating activities, and the amounts available under our credit facilities will not be sufficient to fund our and our parent companies' projected cash needs in 2010 (primarily as a result of the CCH II \$2.2 billion of senior notes maturing in September 2010) and thereafter. Our projected cash needs and projected sources of liquidity depend upon, among other things, our actual results, the timing and amount of our capital expenditures, and ongoing compliance with the Charter Operating credit facilities, including obtaining an unqualified audit opinion from our independent accountants. Although we and our parent companies have been able to refinance or otherwise fund the repayment of debt in the past, we and our parent companies may not be able to access additional sources of refinancing on similar terms or pricing as those that are currently in place, or at all, or otherwise obtain other sources of funding. An inability to access additional sources of liquidity to fund our cash needs in 2010 or thereafter or to refinance or otherwise fund the repayment of the CCH II senior notes could adversely affect our growth, our financial condition, our results of operations, and our and our parent companies' ability to make payments on our and their debt, and could force us to seek the protection of the bankruptcy laws, which could materially adversely impact our ability to operate our business and to make payments under our and our parent companies' debt instruments. See "Part II. Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources."

The agreements and instruments governing our and our parent companies' debt contain restrictions and limitations that could significantly affect our ability to operate our business, as well as significantly affect our and our parent companies' liquidity.

Our credit facilities and the indentures governing our and our parent companies' debt contain a number of significant covenants that could adversely affect our ability to operate our business, as well as significantly affect our and our parent companies' liquidity, and therefore could adversely affect our results of operations. These covenants restrict, among other things, our and our parent companies' ability to:

- incur additional debt;
- repurchase or redeem equity interests and debt;
- issue equity;
- make certain investments or acquisitions;
- pay dividends or make other distributions;
- dispose of assets or merge;
- enter into related party transactions; and
- grant liens and pledge assets.

Furthermore, our credit facilities require us to, among other things, maintain specified financial ratios, meet specified financial tests and provide annual audited financial statements, with an unqualified opinion from our independent auditors. See "—Management's Discussion and Analysis of Financial Condition and Results of Operations -- Description of Our Outstanding Debt" and the SEC reports referenced therein for a summary of our outstanding indebtedness and a description of our credit facilities and other indebtedness for details on our debt covenants and future liquidity. Our ability to comply with these provisions may be affected by events beyond our control.

The breach of any covenants or obligations in the foregoing indentures or credit facilities, not otherwise waived or cured, could result in a default under the applicable debt obligations and could trigger acceleration of those obligations, which in turn could trigger cross defaults under other agreements governing our or our parent companies' long-term indebtedness. Any default under those credit facilities or the indentures governing our or our parent companies' debt could adversely affect our growth, our financial condition, our results of operations and our ability to make payments on our and our parent companies' debt, and could force us to seek the protection of the bankruptcy laws.

We may not be able to access funds under the Charter Operating revolving credit facilities if we fail to satisfy the covenant restrictions, which could adversely affect our financial condition and our ability to conduct our business.

We have historically relied on access to credit facilities to fund operations, capital expenditures, and to service our and our parent companies' debt, and we expect such reliance to continue in the future. Our total potential borrowing availability under our revolving credit facility was approximately \$1.0 billion as of December 31, 2007, none of which was limited by covenant restrictions. There can be no assurance that actual availability under our credit facility will not be limited by covenant restrictions in the future.

One of the conditions to the availability of funding under the Charter Operating revolving credit facility is the absence of a default under such facility, including as a result of any failure to comply with the covenants under the facilities. Among other covenants, the Charter Operating revolving credit facility requires us to maintain specified leverage ratios. The Charter Operating revolving credit facility also provides that Charter Operating obtain an unqualified audit opinion from its independent accountants for each fiscal year, which, among other things, requires Charter to demonstrate its ability to fund its and its subsidiaries' projected liquidity needs for a reasonable period of time following the balance sheet date of the financial statements being audited. There can be no assurance that Charter Operating will be able to continue to comply with these or any other of the covenants under the credit facilities. See "—We and our parent companies have a significant amount of debt and may incur significant additional debt, including secured debt, in the future, which could adversely affect our and our parent companies' financial health and our and their ability to react to changes in our business" for a discussion of the consequences of a default under our and our parent companies' debt obligations.

Because of our holding company structure, our outstanding notes are structurally subordinated in right of payment to all liabilities of our subsidiaries. Restrictions in our subsidiaries' debt instruments and under applicable law limit their ability to provide funds to us or our various debt issuers.

Our primary assets are our equity interests in our subsidiaries. Our operating subsidiaries are separate and distinct legal entities and are not obligated to make funds available to us for payments on our notes or other obligations in the form of loans, distributions, or otherwise. Our subsidiaries' ability to make distributions to us or the applicable debt issuers to service debt obligations is subject to their compliance with the terms of their credit facilities and indentures, and restrictions under applicable law. See "Part II. Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Limitations on Distributions" and "— Summary of Restrictive Covenants of Our High Yield Notes — Restrictions on Distributions." Under the Delaware Limited Liability Company Act, our subsidiaries may only make distributions if they have "surplus" as defined in the act. Under fraudulent transfer laws, our subsidiaries may not pay dividends if they are insolvent or are rendered insolvent thereby. The measures of insolvency for purposes of these fraudulent transfer laws vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, an entity would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they became due.

While we believe that our relevant subsidiaries currently have surplus and are not insolvent, there can be no assurance that these subsidiaries will not become insolvent or will be permitted to make distributions in the future in compliance with these restrictions in amounts needed to service our indebtedness. Our direct or indirect subsidiaries include the borrowers and guarantors under the Charter Operating and CCO Holdings credit facilities. Several of

our subsidiaries are also obligors and guarantors under senior high yield notes. As of December 31, 2007, Charter Holdings', CCH II's, and CCO Holdings' total debt was approximately \$19.5 billion, \$12.3 billion, and \$9.9 billion, respectively, of which approximately \$18.9 billion, \$9.9 billion, and \$8.7 billion was structurally senior to the Charter Holdings, CCH II, and CCO Holdings notes, respectively.

In the event of bankruptcy, liquidation, or dissolution of one or more of our subsidiaries, that subsidiary's assets would first be applied to satisfy its own obligations, and following such payments, such subsidiary may not have sufficient assets remaining to make payments to its parent company as an equity holder or otherwise. In that event:

- the lenders under Charter Operating's credit facilities, whose interests are secured by substantially all of our operating assets, and all holders of other debt of our subsidiaries, will have the right to be paid in full before us from any of our subsidiaries' assets; and
- the holders of preferred membership interests in our subsidiary, CC VIII, would have a claim on a portion of its assets that may reduce the amounts available for repayment to holders of our outstanding notes.

All of our and our parent companies' outstanding debt is subject to change of control provisions. We and our parent companies may not have the ability to raise the funds necessary to fulfill our obligations under our and our parent companies' indebtedness following a change of control, which would place us and our parent companies in default under the applicable debt instruments.

We and our parent companies may not have the ability to raise the funds necessary to fulfill our obligations under our and our parent companies' notes and our credit facilities following a change of control. Under the indentures governing our and our parent companies' notes, upon the occurrence of specified change of control events, we are required to offer to repurchase all of these notes and loans. However, we and our parent companies may not have sufficient funds at the time of the change of control event to make the required repurchase of these notes and loans, and we and our parent companies are limited in our and their ability to make distributions or other payments to fund any required repurchase and repayment. In addition, a change of control under our credit facilities would result in a default under those credit facilities. Our or our parent companies' failure to make or complete a change of control offer would place us or our parent companies in default under our notes and our parent companies' notes and credit facilities.

Paul G. Allen and his affiliates are not obligated to purchase equity from, contribute to, or loan funds to us or any of our parent companies.

Paul G. Allen and his affiliates are not obligated to purchase equity from, contribute to, or loan funds to us or any of our parent companies.

Risks Related to Our Business

We operate in a very competitive business environment, which affects our ability to attract and retain customers and can adversely affect our business and operations.

The industry in which we operate is highly competitive and has become more so in recent years. In some instances, we compete against companies with fewer regulatory burdens, easier access to financing, greater personnel resources, greater resources for marketing, greater and more favorable brand name recognition, and long-established relationships with regulatory authorities and customers. Increasing consolidation in the cable industry and the repeal of certain ownership rules have provided additional benefits to certain of our competitors, either through access to financing, resources, or efficiencies of scale.

Our principal competitors for video services throughout our territory are DBS providers. The two largest DBS providers are DirecTV and EchoStar. Competition from DBS, including intensive marketing efforts with aggressive pricing, exclusive programming and increased high definition broadcasting has had an adverse impact on our ability to retain customers. DBS has grown rapidly over the last several years. The cable industry, including us, has lost a significant number of video customers to DBS competition, and we face serious challenges in this area in the future.

Telephone companies, including two major telephone companies, AT&T Inc. ("AT&T") and Verizon Communications, Inc. ("Verizon"), and utilities can offer video and other services in competition with us, and we expect they will increasingly do so in the future. AT&T and Verizon are both upgrading their networks. Upgraded portions of these networks carry two-way video services comparable to ours, in the case of Verizon, high-speed data



FORM 10-Q

**CHARTER COMMUNICATIONS HOLDINGS CAPITAL
CORP - N/A**

Filed: August 08, 2008 (period: June 30, 2008)

Quarterly report which provides a continuing view of a company's financial position

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)
[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2008

or

[] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 333-77499
333-77499-01
333-111423
333-111423-01
333-112593
333-112593-01

Charter Communications Holdings, LLC *
Charter Communications Holdings Capital Corporation*
CCH II, LLC*
CCH II Capital Corp.*
CCO Holdings, LLC*
CCO Holdings Capital Corp.*
(Exact name of registrants as specified in their charters)

Delaware	43-1843179
Delaware	43-1843177
Delaware	03-0511293
Delaware	13-4257703
Delaware	86-1067239
Delaware	20-0259004

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification Number)

12405 Powerscourt Drive
St. Louis, Missouri 63131

(Address of principal executive offices, including zip code)

(314) 965-0555

(Registrants' telephone number, including area code)

PART II. OTHER INFORMATION.

Item 1. Legal Proceedings.

See Note 14 to our consolidated financial statements of this Quarterly Report on Form 10-Q for a discussion concerning our legal proceedings.

Item 1A. Risk Factors.

Our Annual Report on Form 10-K for the year ended December 31, 2007 includes "Risk Factors" under Item 1A of Part I. Except for the updated risk factors described below, there have been no material changes from the risk factors described in our Form 10-K. The information below updates, and should be read in conjunction with, the risk factors and information disclosed in our Form 10-K.

Risks Related to Significant Indebtedness of Us and Our Parent Companies

We and our parent companies have a significant amount of debt and may incur significant additional debt, including secured debt, in the future, which could adversely affect our and our parent companies' financial health and our and their ability to react to changes in our business.

We and our parent companies have a significant amount of debt and may (subject to applicable restrictions in our debt instruments) incur additional debt in the future. As of June 30, 2008, Charter Holdings, CCH II, and CCO Holdings had total debt of approximately \$20.1 billion, \$13.0 billion, and \$10.5 billion, respectively. Charter Holdings and CCH II had deficiency of earnings to cover fixed charges for the six months ended June 30, 2008 of approximately \$474 million and \$77 million, respectively. CCO Holdings ratio of earnings to fixed charges was 1.1 for the six months ended June 30, 2008. As of June 30, 2008, member's deficit was approximately \$7.7 billion and \$855 million at Charter Holdings and CCH II, respectively, and member's equity was approximately \$1.4 billion at CCO Holdings. On a consolidated basis, we and our parent companies have a significant level of debt, which totaled approximately \$20.5 billion as of June 30, 2008.

Because of the significant indebtedness of us and our parent companies and adverse changes in the capital markets, our and our parent companies' ability to raise additional capital at reasonable rates or at all is uncertain, and our and our parent companies' ability to make distributions or payments to parent companies is subject to availability of funds and restrictions under our and their applicable debt instruments and under applicable law. Our and our parent companies' indentures currently permit us and our parent companies to provide funds to our and their respective parent companies to pay interest on debt or to repay, repurchase, redeem, or defease debt, subject to certain conditions. If we find it necessary to engage in a recapitalization or other similar transaction, our noteholders might not receive principal and interest payments to which they are contractually entitled.

Our and our parent companies' significant amounts of debt could have other important consequences. For example, the debt will or could:

- require us to dedicate a significant portion of our cash flow from operating activities to make payments on our and our parent companies' debt, reducing our funds available for working capital, capital expenditures, and other general corporate expenses;
- limit our flexibility in planning for, or reacting to, changes in our business, the cable and telecommunications industries, and the economy at large;
- place us at a disadvantage compared to our competitors that have proportionately less debt;
- make us vulnerable to interest rate increases, because net of hedging transactions approximately 16%, 24%, and 31%, of Charter Holdings', CCH II's, and CCO Holdings' borrowings, respectively, are, and will continue to be, subject to variable rates of interest;
- expose us to increased interest expense to the extent we refinance existing debt with higher cost debt;
- adversely affect our relationship with customers and suppliers;
- limit our and our parent companies' ability to borrow additional funds in the future, due to applicable financial and restrictive covenants in our and our parent companies' debt;
- make it more difficult for us and our parent companies to satisfy our and their obligations to the holders of our and their notes and to our and our parent companies' lenders under our credit facilities; and

- limit future increases in the value, or cause a decline in the value of Charter's equity, which could limit Charter's ability to raise additional capital by issuing equity.

A default by us under our debt obligations could result in the acceleration of those obligations, which in turn could trigger cross-defaults under other agreements governing our long-term indebtedness. In addition, the secured lenders under the Charter Operating credit facilities, the holders of the Charter Operating senior second-lien notes, the secured lenders under the CCO Holdings credit facility, and the holders of the CCH I notes could foreclose on the collateral, which includes equity interests in certain of our subsidiaries, and exercise other rights of secured creditors. Any default under our or our parent companies' debt could adversely affect our growth, our financial condition, our results of operations, and our and our parent companies' ability to make payments on our and our parent companies' debt, and could force us to seek the protection of the bankruptcy laws. We and our parent companies may incur significant additional debt in the future. If current debt amounts increase, the related risks that we now face will intensify.

We depend on generating (and having available to the applicable obligor) sufficient cash flow and having access to additional liquidity sources to fund our and our parent companies' debt obligations, capital expenditures, and ongoing operations.

Our ability to service our and our parent companies' debt and to fund our planned capital expenditures and ongoing operations will depend on both our ability to generate and grow cash flow and our and our parent companies' access (by dividend or otherwise) to additional liquidity sources. Our ability to generate and grow cash flow is dependent on many factors, including:

- the impact of competition from other distributors, including incumbent telephone companies, direct broadcast satellite operators, wireless broadband providers and DSL providers;
- difficulties in growing, further introducing, and operating our telephone services, while adequately meeting customer expectations for the reliability of voice services;
- our ability to adequately meet demand for installations and customer service;
- our ability to sustain and grow revenues and cash flows from operating activities by offering video, high-speed Internet, telephone and other services, and to maintain and grow our customer base, particularly in the face of increasingly aggressive competition;
- our ability to obtain programming at reasonable prices or to adequately raise prices to offset the effects of higher programming costs;
- general business conditions, economic uncertainty or slowdown, including the recent significant slowdown in the housing sector and overall economy; and
- the effects of governmental regulation on our business.

Some of these factors are beyond our control. It is also difficult to assess the impact that the general economic downturn and recent turmoil in the credit markets will have on future operations and financial results. However, we believe there is risk that the economic slowdown could result in reduced spending by customers and advertisers, which could reduce our revenues and our cash flows from operating activities from those that otherwise would have been generated. If we are unable to generate sufficient cash flow or we and our parent companies are unable to access additional liquidity sources, we and our parent companies may not be able to service and repay our and our parent companies' debt, operate our business, respond to competitive challenges, or fund our and our parent companies' other liquidity and capital needs. We expect that cash on hand, cash flows from operating activities, and the amounts available under Charter Operating's credit facilities will be adequate to fund our and our parent companies' projected cash needs, including scheduled maturities, through 2009. We believe that cash flows from operating activities, and the amounts available under the Charter Operating credit facilities will not be sufficient to fund our and our parent companies' projected cash needs in 2010 (primarily as a result of the CCH II \$1.9 billion of senior notes outstanding at July 2, 2008 that mature in September 2010) and thereafter. Our projected cash needs and projected sources of liquidity depend upon, among other things, our actual results, the timing and amount of our capital expenditures, and ongoing compliance with the Charter Operating credit facilities, including obtaining an unqualified audit opinion from our independent accountants. Although we and our parent companies have been able to refinance or otherwise fund the repayment of debt in the past, we and our parent companies may not be able to access additional sources of refinancing on similar terms or pricing as those that are currently in place, or at all, or otherwise obtain other sources of funding. An inability to access additional sources of liquidity to fund our and our parent companies' cash needs in 2010 or thereafter or to refinance or otherwise fund the repayment of the CCH II

senior notes could adversely affect our growth, our financial condition, our results of operations, and our and our parent companies' ability to make payments on our and their debt, and could force us to seek the protection of the bankruptcy laws, which could materially adversely impact our ability to operate our business and to make payments under our and our parent companies' debt instruments. See "Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources."

We may not be able to access funds under the Charter Operating revolving credit facility if we fail to satisfy the covenant restrictions, which could adversely affect our financial condition and our ability to conduct our business.

We have historically relied on access to credit facilities to fund operations, capital expenditures, and to service our and our parent companies' debt, and we expect such reliance to continue in the future. Our total potential borrowing availability under our revolving credit facility was approximately \$1.4 billion as of June 30, 2008, none of which was limited by covenant restrictions. There can be no assurance that actual availability under our credit facility will not be limited by covenant restrictions in the future.

One of the conditions to the availability of funding under the Charter Operating revolving credit facility is the absence of a default under such facility, including as a result of any failure to comply with the covenants under the facilities. Among other covenants, the Charter Operating credit facility requires us to maintain specified leverage ratios. The Charter Operating revolving credit facility also provides that Charter Operating obtain an unqualified audit opinion from its independent accountants for each fiscal year, which, among other things, requires Charter to demonstrate its ability to fund its and its subsidiaries' projected liquidity needs for a reasonable period of time following the balance sheet date of the financial statements being audited. There can be no assurance that Charter Operating will be able to continue to comply with these or any other of the covenants under the credit facilities. See "—We and our parent companies have a significant amount of debt and may incur significant additional debt, including secured debt, in the future, which could adversely affect our and our parent companies' financial health and our and their ability to react to changes in our business" for a discussion of the consequences of a default under our and our parent companies' debt obligations.

Because of our holding company structure, our outstanding notes are structurally subordinated in right of payment to all liabilities of our subsidiaries. Restrictions in our subsidiaries' debt instruments and under applicable law limit their ability to provide funds to us or our various debt issuers.

Our primary assets are our equity interests in our subsidiaries. Our operating subsidiaries are separate and distinct legal entities and are not obligated to make funds available to us for payments on our notes or other obligations in the form of loans, distributions or otherwise. Our subsidiaries' ability to make distributions to us or the applicable debt issuers to service debt obligations is subject to their compliance with the terms of their credit facilities and indentures and restrictions under applicable law. See "Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Limitations on Distributions." Under the Delaware Limited Liability Company Act, our subsidiaries may only make distributions if they have "surplus" as defined in the act. Under fraudulent transfer laws, our subsidiaries may not pay dividends if they are insolvent or are rendered insolvent thereby. The measures of insolvency for purposes of these fraudulent transfer laws vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, an entity would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they became due.

While we believe that our relevant subsidiaries currently have surplus and are not insolvent, there can be no assurance that these subsidiaries will not become insolvent or will be permitted to make distributions in the future in compliance with these restrictions in amounts needed to service our indebtedness. Our direct or indirect subsidiaries include the borrowers and guarantors under the Charter Operating and CCO Holdings credit facilities. Several of our subsidiaries are also obligors and guarantors under senior high yield notes. As of June 30, 2008, Charter Holdings', CCH II's, and CCO Holdings' total long-term debt was approximately \$20.1 billion, \$13.0 billion, and

\$10.5 billion, respectively, of which approximately \$19.6 billion, \$10.5 billion, and \$9.4 billion was structurally senior to the Charter Holdings, CCH II, and CCO Holdings notes, respectively.

In the event of bankruptcy, liquidation or dissolution of one or more of our subsidiaries, that subsidiary's assets would first be applied to satisfy its own obligations, and following such payments, such subsidiary may not have sufficient assets remaining to make payments to its parent company as an equity holder or otherwise. In that event:

- the lenders under Charter Operating's credit facilities whose interests are secured by substantially all of our operating assets, and all holders of other debt of our subsidiaries, will have the right to be paid in full before us from any of our subsidiaries' assets; and
- the holders of preferred membership interests in our subsidiary, CC VIII, would have a claim on a portion of its assets that may reduce the amounts available for repayment to holders of our outstanding notes.

Item 6. Exhibits.

The index to the exhibits begins on page E-I of this quarterly report.

CASE NO. TO-2009-0037

Direct Testimony of Pam Hankins

Schedule PH-2

Charter Long Term Debt Ratings

Charter Communications Inc Long Term Debt
As of 06/30/2008
Pro Forma for CCH II Exchange (d)

Issuer/ Debt Instrument (\$ in millions)	Rate	Maturity Date	Face Amount	Accreted Value	Issue Date	Cusip	Rating Moody's/S&P/Fitch
Corporate Credit Rating							Caa1/B-/CCC
Charter Communications, Inc. (CCI)							
Convertible Senior Notes	5.875%	2009	\$ 3	\$ 3	November 2004	16117MAE7	Ca/CCC/CCC
Convertible Senior Notes	6.500%	2027 ^(a)	\$ 479	\$ 382	October 2007	16117MAF4	Ca/CCC/CCC
CCHC, LLC (CCHC)							
Exch. Accreting Sub Note	14.000%	2020	\$ 69	\$ 69	October 2005	Private	na
Charter Communications Holdings, LLC (Charter Holdings)							
Senior Discount Notes	9.920%	2011	\$ 51	\$ 51	March 1999	16117PAF7	Ca/CCC/CCC
Senior Notes	10.000%	2009	76	76	January 2000	16117PAK6	Ca/CCC/CCC
Senior Notes	10.250%	2010	9	9	January 2000	16117PAL4	Ca/CCC/CCC
Senior Discount Notes	11.750%	2010	13	13	January 2000	16117PAM2	Ca/CCC/CCC
Senior Notes	10.750%	2009	54	54	January 2001	16117PAT7	Ca/CCC/CCC
Senior Notes	11.125%	2011	47	47	January 2001	16117PAV2	Ca/CCC/CCC
Senior Discount Notes	13.500%	2011	60	60	January 2001	16117PAW0	Ca/CCC/CCC
Senior Notes	9.625%	2009	35	35	May 2001 ^(b)	16117PAZ3	Ca/CCC/CCC
Senior Notes	10.000%	2011	69	69	May 2001 ^(b)	16117PBB5	Ca/CCC/CCC
Senior Discount Notes	11.750%	2011	54	54	May 2001	16117PBD1	Ca/CCC/CCC
Senior Discount Notes	12.125%	2012	75	75	January 2002	16117PBH2	Ca/CCC/CCC
Total Charter Holdings Debt Outstanding ^(a)			\$ 543	\$ 543			
CCH I Holdings, LLC (CCH I)							
Senior Notes	11.125%	2014	\$ 151	\$ 151	September 2005	12501BAN4	Caa3/CCC/CCC
Senior Discount Notes	9.920%	2014	471	471	September 2005	12501BAP9	Caa3/CCC/CCC
Senior Notes	10.000%	2014	299	299	September 2005	12501BAQ7	Caa3/CCC/CCC
Senior Discount Notes	11.750%	2014	815	815	September 2005	12501BAR5	Caa3/CCC/CCC
Senior Discount Notes	13.500%	2014	581	581	September 2005	12501BAS3	Caa3/CCC/CCC
Senior Discount Notes	12.125%	2015	217	217	September 2005	12501BAT1	Caa3/CCC/CCC
Total CCH I Debt Outstanding			\$ 2,534	\$ 2,534			
CCH II, LLC (CCH II)							
Senior Notes	11.000%	2015	\$ 3,525	\$ 3,605	September 2005	12502BAC7	Caa3/CCC/CCC
Senior Notes	11.000%	2015	462	472	September 2005	12502BAC5	Caa3/CCC/CCC
Total CCH II Debt Outstanding			\$ 3,987	\$ 4,077			
CCH III, LLC (CCH III)							
Senior Notes	10.250%	2010	\$ 1,469 ^(d)	\$ 1,500	September 2003	12502CAQ3	Caa2/CCC/CCC
Senior Notes	10.250%	2010	361 ^(d)	357	January 2006	12502CAM3	Caa2/CCC/CCC
Senior Notes	10.250%	2013	250	260	September 2006	12502CAQ4	Caa2/CCC/CCC
Senior Notes	10.250%	2013	364 ^(d)	338	July 2008	12502CAR2	Caa2/CCC/CCC
Total CCH III, LLC Debt Outstanding			\$ 2,474	\$ 2,453			
CCO Holdings, LLC (CCO Holdings)							
Senior Notes	8.750%	2013	\$ 800	\$ 796	November 2003 ^(a)	1248EPAC7	Caa1/CCC/CCC
Third Lien Term Loan	Floating	2014	350	350	March 2007		B3/CCC+IB
Total CCO Holdings Debt Outstanding			\$ 1,150	\$ 1,146			
Charter Communications Operating, LLC (Charter Operating)							
Credit Facilities	Floating	2013/2014	\$ 6,966	\$ 6,966	March 2007		B1B+/B
Senior Second Lien Notes	8.000%	2012	1,100	1,100	April 2004	161175AA2	B3B-/B
Senior Second Lien Notes	8.375%	2014	770	770	April 2004	161175AD6	B3B-/B
Senior Second Lien Notes	10.875%	2014	546	526	March 2008	161175AG9	B3B-/B
Total Charter Operating Debt Outstanding			\$ 9,382	\$ 9,362			
Total Long-Term Debt Outstanding			\$ 20,621	\$ 20,549			

(a) Subject to early redemption in 2012 at the election of the holders.

(b) Includes the January 2002 additional bond issue.

(c) Includes the 2005 additional bond issue.

(d) In July 2008, CCH II exchanged \$338 million aggregate principal amount of 10.25% Senior Notes due 2010 for \$364 million of new 10.25% Senior Notes due 2013.

CASE NO. TO-2009-0037

Direct Testimony of Pam Hankins

Schedule PH-3

**Bond Ratings Explanation – The Securities Industry and Financial Markets Association,
Investinginbonds.com**

From the web site of The Securities Industry and Financial Markets Association,
Investinginbonds.com

<http://www.investinginbonds.com/learnmore.asp?catid=5&subcatid=18&id=182>

Bond Credit Quality Ratings			
Rating agencies			
Credit Risk	Moody's*	Standard & Poor's**	Fitch Ratings**
Investment grade			
Highest quality	Aaa	AAA	AAA
High quality (very strong)	Aa	AA	AA
Upper medium grade (strong)	A	A	A
Medium grade	Baa	BBB	BBB
Not investment grade			
Lower medium grade (somewhat speculative)	Ba	BB	BB
Low grade (speculative)	B	B	B
Poor quality (may default)	Caa	CCC	CCC
Most speculative	Ca	CC	CC
No interest being paid or bankruptcy petition filed	C	D	C
In default	C	D	D

* The ratings from Aa to Ca by Moody's may be modified by the addition of a 1, 2 or 3 to show relative standing within the category.

** The ratings from AA to CC by Standard & Poor's and Fitch Ratings may be modified by the addition of a plus or minus sign to show relative standing within the category.

High-yield bonds

Bonds with a rating of BB (Standard & Poor's, Fitch Ratings) or Ba (Moody's) or below are speculative investments. They are called high-yield, or junk, bonds. Such bonds are issued by newer or start-up companies, companies that have had financial problems, companies in a particularly competitive or volatile market and those featuring aggressive financial and business policies.

CASE NO. TO-2009-0037

Direct Testimony of Pam Hankins

Schedule PH-4

**Excerpts from Charter Fiberlink Missouri, LLC
Local Exchange Tariff, P.S.C. Mo.-No. 1**

Charter Fiberlink-Missouri, LLC

Local Exchange Tariff

P.S.C. MO.-No.1

Tariff for the provision of local exchange service in the incumbent exchanges of AT&T and CenturyTel

(D)

(D)

Issued By: Carrie L. Cox, Vice President Regulatory Affairs
12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink-Missouri, LLC

Issue Date: April 19, 2006

Effective Date: May 19, 2006

1.7.2 Establishment and Provision of Service

(M)

Application for Service

1. Applications for initial or additional Services may be made to Telephone Company verbally or in writing. During the application process, the Telephone Company may check commercial credit services or past telephone account information in order to establish a credit risk assessment and/or for use in establishing any deposit amount that may be required.
2. Any change in rates or regulations prescribed by public authority having applicable jurisdiction, modifies all terms and regulations of the Services to the extent of such changes.
3. The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
4. The Telephone Company may also decline to provide service to a minor whose principal place of abode is the home of the minor's parent, guardian, or other person legally charged with the minor's care and custody.

1.7.3 Directories

1. Telephone Directory Distribution - The Telephone Company will contract with the incumbent Company that currently distributes directories in the applicable exchange areas for purposes of providing direction to its Customers. Directories will be distributed without charge to the Telephone Company's Customers. Additional directories or information requested by a Customer will be furnished where, in the opinion of the Telephone Company, such provision will result in a more efficient use of the Service by that Customer. Additional directories will be furnished at the discretion of the Telephone Company at a reasonable rate.
2. Telephone Directory Ownership - Directories regularly furnished to Customers are the property of the incumbent distributing telephone company, are loaned to Customers only as an aid to the use of the telephone service, and are to be returned to the Telephone Company or the incumbent distributing company upon request. The Telephone Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in possession of Customers.
3. The rates and regulations for directory listings in this Section, 1.7.3, apply only to the alphabetical directory containing the regular alphabetical list of names of Customers.
4. The alphabetical list of names of Customers is for the purpose of informing calling parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.
5. (4)The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

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12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink-Missouri, LLC**

1.7.5 Establishment and Maintenance of Credit

(M)

1 Establishment of Credit

The Telephone Company is not obligated to provide service to any individual or firm that owes the Telephone Company an undisputed amount for services previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Telephone Company.

2 Discontinuance of Service for Failure to Establish Credit

During normal business hours, Service may be discontinued for failure to establish credit, as authorized in this Local Exchange Tariff, after written notice by first class mail has been sent or delivered to the Customer, at least ten (10) days prior to the date of proposed discontinuance.

3 Service Restoral Charge

Where Service has been discontinued for failure to establish credit as authorized above, the regular Restoral of service charge will be made and collected by the Telephone Company.

4 Retention of Uncollectible Records

The Telephone Company retains uncollectible records for a period of two (2) years.

1.7.6 Deposits

Telephone Company may require a deposit from Customer based upon findings as stated in Section 1.7.2

Interest will be calculated and paid on residential deposits pursuant to the Missouri PSC rules. A deposit shall be subject to the following terms:

- 1 Required deposits shall not exceed the estimated charges for two (2) months' service based on the average bill during the preceding twelve (12) months, or, in the case of new applicants for service, the average monthly bill for new subscribers within a Customer class,
- 2 Upon discontinuance or termination, the deposit shall be credited, with accrued interest, to any charges stated on the final bill and the balance, if any, shall be returned to the Customer within twenty-one (21) days of the rendition of such final bill,
- 3 Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, Telephone Company shall, with accrued interest, promptly refund or credit the deposit against charges stated on subsequent bills. Telephone Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit,

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4. Telephone Company shall maintain records that show the name of each Customer who has posted a deposit, the current address of such Customer, the date and amount of deposit, the date and amount of interest paid and the earliest possible refund date.
5. Telephone Company shall upon request provide within ten (10) days a receipt that contains the following information
 - a. Name of Customer
 - b. Address of the service location for which the deposit is required.
 - c. Place where deposit was received or a designated code that identifies the location,
 - d. Date when the deposit was received
 - e. Amount of the deposit, and
 - f. The terms that govern retention and refund of the deposit
6. Telephone Company shall maintain a record of the deposit refunded and interest paid on such deposit for a period of at least two (2) years after the refund is made,
7. Telephone Company shall permit a Customer to post a deposit required as a condition of Telephone Company may bill these installments as a line item on Customer bills

Advance Payment

(N)

1. During the application process, the Telephone Company may check commercial credit services or past payment history with the Telephone Company or its affiliate (a Charter Communications Company providing High Speed Internet or Video services) in order to ascertain credit worthiness for use in establishing treatment for telephone service.

In the case of an applicant who the Telephone Company determines has either a:

- a) Past Due Balance with Affiliate; or
- b) Write Off Balance with Affiliate

Customer will be required to make full payment of indebtedness prior to acceptance for telephone service. The Telephone Company reserves the right to refuse service if the customer fails to fulfill these requirements.

2. New Telephone Company applicants or existing affiliate customers, applying for telephone service, may be required to do one of the following prior to obtaining telephone service:

- a) Provide information necessary for Commercial Credit Assessment
- b) Provide one of the following written credit references on credit reference source Company letterhead
 - Previous Telephone Service Provider
 - Mortgage and/or Rental institution
 - Major Credit Card
 - Record of employment history, two (2) years or more, with current employer

(N)

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Charter Fiberlink-Missouri, LLC

CASE NO. TO-2009-0037

Direct Testimony of Pam Hankins

Schedule PH-5

September, 2008 Directory Business Office Close Dates

Business Office Close Dates September 2008

These are cut-off dates for DSR's. Please be aware that directory listings (additions, changes or deletions) will not make the directory after these dates. This schedule is updated monthly.

DIRECTORY NAME	STATE	BUSINESS CLOSE DATE	ISSUE DATE
ArkansasOpp	AL	03/20/2009	07/20/09
Ashland	AL	07/30/2009	05/20/09
Bayou La Batre	AL	01/30/2009	05/20/09
DeKalb	AL	05/30/2008	09/20/08
Dothan Regional Commission	AL	05/30/2008	05/20/08
Enterprise	AL	05/30/2009	09/20/09
Fairbairn	AL	02/20/2009	08/20/09
Payette	AL	07/20/2008	11/20/08
Sacramento	AL	05/19/2008	09/20/08
Greensboro	AL	05/01/2009	08/20/09
Valleyville-Hamilton	AL	01/02/2009	04/20/09
Orrville	AL	04/24/2009	08/20/09
Ozark	AL	05/02/2008	09/20/08
Pal City-St Clair County Regional	AL	05/20/2008	09/20/08
Indiana County	AL	08/22/2008	12/20/08
Pike Hill	AL	08/22/2008	12/20/08
Scottsboro/Jackson County Regional	AL	08/22/2008	12/20/08
Tallapoosa	AL	02/27/2009	06/20/09
Thorsby	AL	08/05/2008	12/20/08
Trussville	AL	08/05/2008	12/20/08
Valley Head	AL	01/23/2009	05/20/09
Augusta	AR	10/17/2008	02/20/09
Sanford-Jackson	AR	08/05/2008	12/20/08
Quincy	AR	11/05/2008	03/20/09
Fairfield	AR	08/22/2008	12/20/08
Jacksonville-Cabot	AR	05/23/2008	09/20/08
Junction City	AR	03/27/2009	07/20/09
Marvell	AR	03/27/2009	07/20/09
Mountain Home/Baxter County & Surrounding Areas	AR	05/23/2008	09/20/08
Northwest Arkansas Regional	AR	05/23/2008	09/20/08
Pocahontas	AR	10/17/2008	02/20/09
Prescott	AR	08/29/2008	12/20/08
Redfield	AR	05/05/2008	09/20/08
Shreve Valley	AR	01/16/2009	05/20/09
Shugart	AR	07/16/2008	11/20/08
TH County	AR	02/7/2009	06/20/09
Western Arkansas Regional	AR	08/29/2008	12/20/08
Branson-Weston	CO	12/27/2009	06/20/09
Burlington	CO	06/27/2008	10/20/08
Engle Valley	CO	03/20/2009	07/20/09
Four Corners	CO	06/20/2008	10/20/08
Gardner/Lafayette	CO	03/27/2009	07/20/09
Howard (W. Cam)	CO	05/25/2008	09/20/08
La Anna/Janner Area	CO	12/05/2008	04/20/09
Lake City	CO	08/29/2008	12/20/08
Lake George	CO	08/29/2008	12/20/08
N.E. Colorado Plains	CO	10/17/2008	02/20/09
Northwood	CO	01/23/2009	05/20/09
Peyote Springs	CO	02/27/2009	06/20/09
Platte Valley	CO	01/30/2009	05/20/09
San Luis Valley	CO	05/30/2008	09/20/08
San Luis Valley	CO	12/05/2008	04/20/09
Walker-Pied-Father-Lakes	CO	10/03/2008	02/20/09
Hinsdale	GA	08/29/2008	12/20/08
Grand View	ID	11/28/2008	03/20/09
Salmon	ID	09/17/2008	01/20/09
Snake Ground	IN	08/19/2008	01/20/09
Kempston	IN	07/25/2008	11/20/08
Odon	IN	11/21/2008	03/20/09
Benton Ridge	LA	07/18/2008	11/20/08
Century NE	LA	03/27/2009	07/20/09
Century NW	LA	10/17/2008	02/20/09
Century SW	LA	04/24/2008	08/20/08
Church Point	LA	05/23/2008	09/20/08
Concord	LA	05/16/2008	09/20/08
Greensburg	LA	04/10/2009	08/20/09
Jena	LA	08/20/2008	10/20/08
Ringgold	LA	08/22/2008	12/20/08
Ville Platte	LA	04/10/2009	07/20/09
Au Gres	MI	07/18/2008	11/20/08
Barab	MI	11/24/2008	03/20/09
Cam-Melville	MI	10/17/2008	02/20/09
Channing	MI	03/27/2009	07/20/09
Crystal	MI	05/09/2008	09/20/08
Galesburg & Lipan	MI	03/27/2009	07/20/09
Hale	MI	08/19/2008	10/20/08
Lake City	MI	08/20/2008	10/20/08
Litchfield	MI	04/10/2009	08/20/09
Manistique	MI	04/17/2009	08/20/09
Mercola-Chippewa Lakes	MI	05/23/2008	09/20/08
Montrose	MI	03/27/2009	07/20/09
Newport	MI	12/1/2008	04/20/09
North Huron	MI	12/26/2008	04/20/09
North Michigan	MI	08/19/2008	11/20/08
Northwest Michigan	MI	05/16/2008	09/20/08
Oakdale	MI	06/20/2008	10/20/08
Pearford	MI	04/10/2009	08/20/09
Pinecroft/Hope	MI	08/22/2008	12/20/08
Sunfield	MI	07/18/2008	11/20/08
Fida Area	MN	08/13/2008	10/20/08
Granville Area	MN	08/01/2008	11/20/08
International Falls	MN	07/31/2008	11/20/08

Business Office Close dates, September 2008

These are cut-off dates for DSR's. Please be aware that directory listings (additions, changes or deletions) will not make the directory after these dates. Table schedule is updated monthly.

AREA	DIRECTORY NAME	STATE	BUSINESS	ISSUE
AREAS - This schedule is subject to change without notice.	Milaca-McGregor	MI	08/27/2008	10/2008
	Renville-Fairfax Area	MI	09/29/2008	10/2008
	Spring Valley-Peaton Area	MI	07/18/2008	11/2008
	Wenatch Area	MO	05/13/2008	10/2008
	Winona Tri-Lakes	MO	07/16/2009	05/2009
	Brunswick	MO	07/14/2004	11/2008
	Canton	MO	03/27/2009	07/2009
	Canton-Shanley-Perky	MO	08/22/2009	12/2009
	Cassville	MO	04/17/2009	09/2009
	Chambers-Hermann	MO	03/22/2008	10/2008
	Columbia	MO	03/09/2009	07/2009
	Columbia Companion	MO	03/09/2009	07/2009
	Concordia	MO	06/20/2008	10/2008
	El Dorado Springs	MO	09/26/2008	07/2009
	Gallatin	MO	04/17/2009	08/2009
	La Plaine	MO	12/26/2009	04/2009
	Ledford-Kendrick	MO	11/14/2008	03/2009
	Macdon	MO	05/14/2009	08/2009
	Nearfield	MO	07/23/2009	05/2009
	Keyville	MO	07/16/2008	11/2008
	Mt. Vernon-Aurora Ridge	MO	06/29/2008	12/2008
	Ozark Heritage Regional	MO	06/20/2008	10/2008
	Pleasantburg	MO	07/18/2008	11/2008
	Southern de Tere Regional	MO	04/17/2009	08/2009
	St Charles	MO	12/26/2009	04/2009
	St James	MO	09/29/2009	10/2009
	Van Buren	MO	08/29/2009	10/2009
	Oliver Branch	MS	05/23/2009	09/2009
	Greaser Flathead Valley	MT	01/05/2010	04/2009
	Great Bear Flathead Valley Companion	MT	01/05/2010	04/2009
	Crowswood/Mission/Hydro Lake	NC	06/20/2008	10/2008
	Melrose	NC	12/19/2008	04/2009
	Pleace	NM	10/31/2008	02/2009
	Zuni	NM	02/20/2009	04/2009
	Lorain County	OH	07/25/2008	11/2008
	Canast Valley	OR	04/24/2009	08/2009
	Creswell	OR	12/26/2008	04/2009
	Depue Bay	OR	09/05/2008	12/2008
	Evenson Oregon	OR	01/23/2009	05/2009
	Government Camp	OR	08/01/2008	11/2008
	Gunn & Humay-Cummins-CTel	OR	04/17/2009	07/2009
	Knappe-Jewell	OR	04/08/2008	11/2008
	Lake/Klamath City	OR	08/01/2008	11/2008
	Lebanon	OR	06/20/2008	10/2008
	New Teaswell	OR	03/27/2009	06/2009
	North Willamette Valley - Mid	OR	02/27/2009	06/2009
	North Willamette Valley-CTel	OR	03/29/2008	07/2009
	Oregon Trail	OR	10/03/2008	07/2009
	Sagehen	OR	12/26/2008	04/2009
	Vincille	TN	04/10/2009	08/2009
	Adamsville	TN	12/19/2008	04/2009
	Oakleaf-Collegeville	TN	07/23/2008	11/2008
	Lake Dallas	TX	03/19/2008	07/2009
	Port Aransas	TX	03/16/2008	09/2009
	San Marcos	TX	08/29/2008	11/2008
	Texas State University-San Marcos	TX	09/15/2008	11/2008
	Cuthbert	WA	01/03/2009	05/2009
	Columbia Basin	WA	06/09/2008	11/2008
	Gowda	WA	05/16/2008	09/2009
	Big Harbor	WA	01/30/2009	05/2009
Inland Northwest	WA	03/16/2008	09/2009	
Kingsdon	WA	11/26/2008	03/2009	
Hollow Valley	WA	10/22/2008	12/2008	
Montesano	WA	08/27/2008	10/2008	
Monroe	WA	07/18/2008	11/2008	
Olympic Coast	WA	09/30/2008	09/2009	
Oreling	WA	09/30/2008	09/2009	
Pacific County	WA	07/18/2008	11/2008	
San Juan Islands	WA	05/30/2008	09/2009	
Snohomish Valley	WA	01/23/2009	05/2009	
Yakonan Island	WA	07/03/2008	10/2008	
West Plains Regional	WA	03/05/2009	06/2009	
Facott	WI	05/01/2009	08/2009	
Ashland	WI	04/09/2009	08/2009	
Augusta	WI	04/17/2009	08/2009	
Baraboo Area	WI	09/22/2008	12/2008	
Black River Falls	WI	08/22/2008	12/2008	
Boscobel	WI	05/30/2008	06/2009	
Cadott-Bord	WI	07/03/2008	10/2008	
Columbus-Wausau Area	WI	05/30/2008	09/2009	
Cornell	WI	01/30/2009	05/2009	
Darlington	WI	10/11/2008	12/2008	
Deer Creek-Poyntelle	WI	08/22/2008	12/2008	
Denmark-Luxemburg	WI	01/23/2009	05/2009	
East Central (Ripon/Berlin)	WI	04/17/2009	06/2009	
Elmwood	WI	10/24/2008	02/2009	
Elroy-Montross	WI	01/16/2009	05/2009	
Fochville	WI	03/20/2009	07/2009	
Forestville	WI	10/17/2008	02/2009	

Business Office Close Dates September 2008

These are out-of dates for DSX's. Please be aware that directory listings (editions, changes or deletions) will not make the directory after these dates. This schedule is updated monthly.

DIRECTORY NAME	STATE	BUSINESS CLOSE DATE	ISSUE DATE
Groverville	WI	08/29/2008	12/2008
O'Brien-Lakewood	WI	12/05/2008	04/2009
Gleason	WI	12/05/2008	04/2009
Glenwood City	WI	04/10/2008	08/2008
Hampstead	WI	04/10/2008	08/2008
Hawthorn-Ogden	WI	11/12/2008	03/2009
Hayward	WI	09/27/2008	07/2008
La Crosse	WI	07/11/2008	11/2008
Lady Smith	WI	05/12/2008	09/2008
Lake County Area	WI	05/20/2008	10/2008
Lakeland	WI	04/10/2008	08/2008
Larson-Randolph	WI	03/01/2008	11/2008
Manitowish Waters	WI	03/27/2008	07/2008
Marquette	WI	04/17/2008	08/2008
Menomonie	WI	03/27/2008	08/2008
Omaha	WI	08/08/2008	12/2008
Oconto	WI	03/26/2008	07/2008
Oconto-St. Croix Falls	WI	10/31/2008	02/2009
Park Falls	WI	07/25/2008	11/2008
Prairie Du Chien	WI	01/02/2008	05/2008
Prescott	WI	06/13/2008	10/2008
Randolph	WI	03/27/2008	07/2008
Rice Lake/Cambria/Cumberland	WI	03/27/2008	07/2008
Seymour	WI	03/27/2008	07/2008
Spokane Area	WI	04/10/2008	08/2008
Spoone-Shel Lake	WI	05/30/2008	09/2008
Stanley	WI	07/18/2008	11/2008
Superior	WI	07/18/2008	11/2008
Thorp	WI	07/18/2008	11/2008
Union	WI	07/18/2008	11/2008
Wausau	WI	12/16/2008	04/2009
Madison Bow	WI	08/08/2008	12/2008
Prairieville	WI	04/03/2008	07/2008

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
Graceville Area	MN	100434	Graceville	MN	320	748		Nov
Gunflint Trail (Twin Ports)	MN	38727	Gunflint Trail	MN	218	388		June
Hill City (Milaca McGregor)	MN	38468	Hill City - Citizens	MN	218	697		Oct
Hovland (Twin Ports)	MN	38727	Hovland	MN	218	475		June
Humboldt (Grafton)	MN	55315	Humboldt	MN	218	379		April
Itasca (Park Rapids-Wadena)	MN	38761	Itasca State Park	MN	218	266		July
Kellogg (Winona)	MN	38851	Kellogg	MN	507	767		Nov
Minneota (Clark Field Tyler)	MN	38188	Minneota-Citizens	MN	507	872		June
Orr (Intl Falls)	MN	38367	Orr - Citizens	MN	218	757		Nov
Pierz (Little Falls)	MN	38424	Pierz	MN	320	468		Feb
Renville-Fairfax Area	MN	100436	Renville	MN	320	329		Oct
Renville-Fairfax Area	MN	100436	Lafayette	MN	507	228		Oct
Renville-Fairfax Area	MN	100436	Fairfax	MN	507	426		Oct
Renville-Fairfax Area	MN	100436	Gibbon	MN	507	834		Oct
Spring Valley/Preston Area	MN	100438	Spring Valley	MN	507	346		Nov
Spring Valley/Preston Area	MN	100438	LeRoy	MN	507	561		Nov
Spring Valley/Preston Area	MN	100438	Preston	MN	507	765		Nov
Spring Valley/Preston Area	MN	100438	Chester	IA	563	565		Nov
Warroad Area	MN	100435	Warroads	MN	218	386		Oct
Warroad Area	MN	100435	Roseau	MN	218	463		Oct
Warroad Area	MN	100435	Baudette	MN	218	634		Oct
Branson/Tri-Lakes	MO	103178	Branson	MO	417	239		May
Branson/Tri-Lakes	MO	103178	Branson	MO	417	243		May
Branson/Tri-Lakes	MO	103178	Branson	MO	417	266		May
Branson/Tri-Lakes	MO	103178	Reeds Spring	MO	417	272		May
Branson/Tri-Lakes	MO	103178	Sparta	MO	417	278		May
Branson/Tri-Lakes	MO	103178	Branson	MO	417	330		May
Branson/Tri-Lakes	MO	103178	Branson	MO	417	332		May

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	XXX	Pub Month
Branson/Tri-Lakes	MO	103178	Branson	MO	417	334	May	
Branson/Tri-Lakes	MO	103178	Branson	MO	417	335	May	
Branson/Tri-Lakes	MO	103178	Branson	MO	417	336	May	
Branson/Tri-Lakes	MO	103178	Branson	MO	417	337	May	
Branson/Tri-Lakes	MO	103178	Branson West	MO	417	338	May	
Branson/Tri-Lakes	MO	103178	Branson	MO	417	339	May	
Branson/Tri-Lakes	MO	103178	Branson	MO	417	348	May	
Branson/Tri-Lakes	MO	103178	Galena	MO	417	357	May	
Branson/Tri-Lakes	MO	103178	Hurley	MO	417	369	May	
Branson/Tri-Lakes	MO	103178	Highlandville	MO	417	443	May	
Branson/Tri-Lakes	MO	103178	Ozark	MO	417	485	May	
Branson/Tri-Lakes	MO	103178	Cape Fair	MO	417	538	May	
Branson/Tri-Lakes	MO	103178	Forsyth	MO	417	545	May	
Branson/Tri-Lakes	MO	103178	Forsyth	MO	417	546	May	
Branson/Tri-Lakes	MO	103178	Rockaway Beach	MO	417	561	May	
Branson/Tri-Lakes	MO	103178	Branson	MO	417	579	May	
Branson/Tri-Lakes	MO	103178	Ozark	MO	417	581	May	
Branson/Tri-Lakes	MO	103178	Ozark	MO	417	582	May	
Branson/Tri-Lakes	MO	103178	Highlandville	MO	417	587	May	
Branson/Tri-Lakes	MO	103178	Sparta	MO	417	634	May	
Branson/Tri-Lakes	MO	103178	Kimberling City	MO	417	739	May	
Branson/Tri-Lakes	MO	103178	Blue Eye	MO	417	747	May	
Branson/Tri-Lakes	MO	103178	Hurley	MO	417	748	May	
Branson/Tri-Lakes	MO	103178	Blue Eye	MO	417	779	May	
Branson/Tri-Lakes	MO	103178	Protem	MO	417	785	May	
Branson/Tri-Lakes	MO	103178	Branson	MO	417	791	May	
Branson/Tri-Lakes	MO	103178	Cedarcreek	MO	417	794	May	
Branson/Tri-Lakes	MO	103178	Bradleyville	MO	417	796	May	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
Brunswick	MO	40206	Keytesille	MO	660	288	Nov	
Brunswick	MO	40206	Dalton	MO	660	544	Nov	
Brunswick	MO	40206	Brunswick	MO	660	548	Nov	
Brunswick	MO	40206	Triplett	MO	660	634	Nov	
Cameron	MO	40301	Braymer	MO	660	645	July	
Cameron	MO	40301	Lawson	MO	816	296	July	
Cameron	MO	40301	Kidder	MO	816	575	July	
Cameron	MO	40301	Lawson	MO	816	580	July	
Cameron	MO	40301	Hamilton	MO	816	583	July	
Cameron	MO	40301	Kingston	MO	816	586	July	
Cameron	MO	40301	Cameron	MO	816	632	July	
Cameron	MO	40301	Cameron	MO	816	649	July	
Canton-Shelbina-Perry	MO	40333	Canton	MO	573	288	Dec	
Canton-Shelbina-Perry	MO	40333	Ladonia	MO	573	373	Dec	
Canton-Shelbina-Perry	MO	40333	West Quincy	MO	573	393	Dec	
Canton-Shelbina-Perry	MO	40333	Ewing	MO	573	494	Dec	
Canton-Shelbina-Perry	MO	40333	Lewistown	MO	573	497	Dec	
Canton-Shelbina-Perry	MO	40333	Perry	MO	573	565	Dec	
Canton-Shelbina-Perry	MO	40333	Shelbina	MO	573	588	Dec	
Canton-Shelbina-Perry	MO	40333	Shelbyville	MO	573	633	Dec	
Canton-Shelbina-Perry	MO	40333	La grange	MO	573	655	Dec	
Canton-Shelbina-Perry	MO	40333	Stoutsville	MO	573	672	Dec	
Canton-Shelbina-Perry	MO	40333	Santa Fe	MO	573	685	Dec	
Canton-Shelbina-Perry	MO	40333	Monroe City	MO	573	735	Dec	
Canton-Shelbina-Perry	MO	40333	Monticello	MO	573	767	Dec	
Canton-Shelbina-Perry	MO	40333	Palmyra	MO	573	769	Dec	
Canton-Shelbina-Perry	MO	40333	Hunnawell	MO	573	983	Dec	
Canton-Shelbina-Perry	MO	40333	Paris	MO	660	327	Dec	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	XXX	Pub-Month
Canton-Shelbina-Perry	MO	40333	Clarence	MO	660	699		Dec
Cassville	MO	103219	Mano	MO	417	271		Aug
Cassville	MO	103219	Jenkins	MO	417	574		Aug
Cassville	MO	103219	Washburn	MO	417	826		Aug
Cassville	MO	103219	Exeter	MO	417	835		Aug
Cassville	MO	103219	Cassville	MO	417	846		Aug
Cassville	MO	103219	Cassville	MO	417	847		Aug
Cassville	MO	103219	Shell Knob	MO	417	858		Aug
Chamois-Hermann	MO	103220	Morrison	MO	573	294		Oct
Chamois-Hermann	MO	103220	Hermann	MO	573	486		Oct
Chamois-Hermann	MO	103220	Chamois	MO	573	763		Oct
Chamois-Hermann	MO	103220	Mt Sterling	MO	573	943		Oct
Columbia/Jamestown	MO	103176	Columbia	MO	573	214		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	219		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	234		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	256		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	397		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	441		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	442		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	443		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	445		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	446		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	447		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	449		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	474		July
Columbia/Jamestown	MO	103176	Columbia	MO	573	499		July
Columbia/Jamestown	MO	103176	Clark	MO	573	641		July
Columbia/Jamestown	MO	103176	Ashland	MO	573	657		July

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
Columbia/Jamestown	MO	103176	Centralia	MO	573	682	July	
Columbia/Jamestown	MO	103176	Sturgeon	MO	573	687	July	
Columbia/Jamestown	MO	103176	Hallsville	MO	573	696	July	
Columbia/Jamestown	MO	103176	Rocheport	MO	573	698	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	771	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	814	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	815	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	817	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	874	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	875	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	876	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	882	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	884	July	
Columbia/Jamestown	MO	103176	Columbia	MO	573	886	July	
Columbia/Jamestown	MO	103176	Wooldridge	MO	660	839	July	
Columbia/Jamestown	MO	103176	Prairie Home	MO	660	841	July	
Columbia/Jamestown	MO	103176	Jamestown	MO	660	849	July	
Concordia	MO	40480	Concordia	MO	660	463	Oct	
El Dorado Springs	MO	40562	Jerico Springs	MO	417	398	Jan	
El Dorado Springs	MO	40562	Schell City	MO	417	432	Jan	
El Dorado Springs	MO	40562	Walker	MO	417	465	Jan	
El Dorado Springs	MO	40562	El Dorado Springs	MO	417	876	Jan	
El Dorado Springs	MO	40562	Sheldon	MO	417	884	Jan	
El Dorado Springs	MO	40562	Bronaugh	MO	417	922	Jan	
El Dorado Springs	MO	40562	Milo	MO	417	944	Jan	
El Dorado Springs	MO	40562	Rockville	MO	660	598	Jan	
Ironton-Potosi	MO	40791	Oates	MO	573	269	Aug	
Ironton-Potosi	MO	40791	Potosi	MO	573	436	Aug	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub. Month
Ironton-Potosi	MO	40791	Potosi	MO	573	438		Aug
Ironton-Potosi	MO	40791	Ironton	MO	573	546		Aug
Ironton-Potosi	MO	40791	Annapolis	MO	573	598		Aug
Ironton-Potosi	MO	40791	Boss	MO	573	626		Aug
Ironton-Potosi	MO	40791	Lesterville	MO	573	637		Aug
Ironton-Potosi	MO	40791	Centerville	MO	573	648		Aug
Ironton-Potosi	MO	40791	Bunker	MO	573	689		Aug
Ironton-Potosi	MO	40791	Bellevue	MO	573	697		Aug
Ironton-Potosi	MO	40791	Irondale	MO	573	749		Aug
Ironton-Potosi	MO	40791	Belgrade	MO	573	766		Aug
Ironton-Potosi	MO	40791	Caledonia	MO	573	779		Aug
La Belle-Kahoka	MO	40934	Gorin	MO	660	282		March
La Belle-Kahoka	MO	40934	La Belle	MO	660	462		March
La Belle-Kahoka	MO	40934	Kahoka	MO	660	727		March
La Belle-Kahoka	MO	40934	Wayland	MO	660	754		March
La Belle-Kahoka	MO	40934	Revere	MO	660	948		March
La Plata	MO	40973	La Plata	MO	660	332		April
La Plata	MO	40973	Elmer	MO	660	825		April
Macon	MO	41140	Macon	MO	660	385		Sept
Marshfield	MO	103175	Elkland	MO	417	329		May
Marshfield	MO	103175	Marshfield	MO	417	468		May
Marshfield	MO	103175	Niangua	MO	417	473		May
Marshfield	MO	103175	Conway	MO	417	589		May
Marshfield	MO	103175	Fordland	MO	417	738		May
Marshfield	MO	103175	Fordland	MO	417	767		May
Marshfield	MO	103175	Marshfield	MO	417	859		May
Marshfield	MO	103175	Elkland	MO	417	933		May
Marshfield	MO	103175	Seymour	MO	417	935		May

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX-ST	NPA	NXX	Pub Month
Maysville	MO	41227	Clarksdale	MO	816	393	Nov
Maysville	MO	41227	Maysville	MO	816	449	Nov
Maysville	MO	41227	Stewartsville	MO	816	669	Nov
Maysville	MO	41227	Osborn	MO	816	675	Nov
Maysville	MO	41227	Maysville	MO	816	724	Nov
Mt Vernon-Aurora	MO	40017	Avilla	MO	417	246	Dec
Mt Vernon-Aurora	MO	40017	Arcola	MO	417	424	Dec
Mt Vernon-Aurora	MO	40017	Mount Vernon	MO	417	461	Dec
Mt Vernon-Aurora	MO	40017	Mount Vernon	MO	417	466	Dec
Mt Vernon-Aurora	MO	40017	Mount Vernon	MO	417	471	Dec
Mt Vernon-Aurora	MO	40017	Everton	MO	417	535	Dec
Mt Vernon-Aurora	MO	40017	Golden City	MO	417	537	Dec
Mt Vernon-Aurora	MO	40017	Sarcoxie	MO	417	548	Dec
Mt Vernon-Aurora	MO	40017	Greenfield	MO	417	637	Dec
Mt Vernon-Aurora	MO	40017	Aurora	MO	417	678	Dec
Mt Vernon-Aurora	MO	40017	Crane	MO	417	723	Dec
Mt Vernon-Aurora	MO	40017	Crane	MO	417	892	Dec
Mt Vernon-Aurora	MO	40017	Dadeville	MO	417	995	Dec
Osceola	MO	41402	Collins	MO	417	275	Oct
Osceola	MO	41402	Weaubleau	MO	417	428	Oct
Osceola	MO	41402	Lowry City	MO	417	644	Oct
Osceola	MO	41402	Osceola	MO	417	646	Oct
Osceola	MO	41402	Humansville	MO	417	754	Oct
Ozark Heritage Regional	MO	102781	West Plains	MO	417	255	Nov
Ozark Heritage Regional	MO	102781	West Plains	MO	417	256	Nov
Ozark Heritage Regional	MO	102781	West Plains	MO	417	257	Nov
Ozark Heritage Regional	MO	102781	Dora	MO	417	261	Nov
Ozark Heritage Regional	MO	102781	Thayer	MO	417	264	Nov

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	XXX	Pub Month
Ozark Heritage Regional	MO	102781	Wasola	MO	417	265	Nov	
Ozark Heritage Regional	MO	102781	Theodosia	MO	417	273	Nov	
Ozark Heritage Regional	MO	102781	Caufield	MO	417	284	Nov	
Ozark Heritage Regional	MO	102781	Mountain Grove	MO	417	365	Nov	
Ozark Heritage Regional	MO	102781	Nebo	MO	417	453	Nov	
Ozark Heritage Regional	MO	102781	Raymondville	MO	417	457	Nov	
Ozark Heritage Regional	MO	102781	Roby	MO	417	458	Nov	
Ozark Heritage Regional	MO	102781	Grove Spring	MO	417	462	Nov	
Ozark Heritage Regional	MO	102781	Willowsprings	MO	417	469	Nov	
Ozark Heritage Regional	MO	102781	Mountain Grove	MO	417	547	Nov	
Ozark Heritage Regional	MO	102781	West Plains	MO	417	596	Nov	
Ozark Heritage Regional	MO	102781	Ava	MO	417	653	Nov	
Ozark Heritage Regional	MO	102781	Manes	MO	417	668	Nov	
Ozark Heritage Regional	MO	102781	Gainesville	MO	417	679	Nov	
Ozark Heritage Regional	MO	102781	Ava	MO	417	683	Nov	
Ozark Heritage Regional	MO	102781	Hartsville	MO	417	741	Nov	
Ozark Heritage Regional	MO	102781	Norwood	MO	417	746	Nov	
Ozark Heritage Regional	MO	102781	Thomasville	MO	417	764	Nov	
Ozark Heritage Regional	MO	102781	Alton	MO	417	778	Nov	
Ozark Heritage Regional	MO	102781	West Plains	MO	417	853	Nov	
Ozark Heritage Regional	MO	102781	Koshkonong	MO	417	867	Nov	
Ozark Heritage Regional	MO	102781	Mansfield	MO	417	924	Nov	
Ozark Heritage Regional	MO	102781	Mountain Grove	MO	417	926	Nov	
Ozark Heritage Regional	MO	102781	Summersville	MO	417	932	Nov	
Ozark Heritage Regional	MO	102781	Mountain View	MO	417	934	Nov	
Ozark Heritage Regional	MO	102781	Vanzant	MO	417	948	Nov	
Ozark Heritage Regional	MO	102781	Cabool	MO	417	962	Nov	
Ozark Heritage Regional	MO	102781	Houston	MO	417	967	Nov	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
Ozark Heritage Regional	MO	102781	Eminence	MO	573	226	Nov	
Ozark Heritage Regional	MO	102781	Birch Tree	MO	573	292	Nov	
Ozark Heritage Regional	MO	102781	Winona	MO	573	325	Nov	
Ozark Heritage Regional	MO	102781	Edgar Springs	MO	573	435	Nov	
Ozark Heritage Regional	MO	102781	Montauk	MO	573	548	Nov	
Ozark Heritage Regional	MO	102781	Licking	MO	573	674	Nov	
Ozark Heritage Regional	MO	102781	Timbers	MO	573	858	Nov	
Plattsburg	MO	41490	Trimble	MO	816	357	Aug	
Plattsburg	MO	41490	Trimble	MO	816	370	Aug	
Plattsburg	MO	41490	Gower	MO	816	424	Aug	
Plattsburg	MO	41490	Easton	MO	816	473	Aug	
Plattsburg	MO	41490	Plattsburg	MO	816	539	Aug	
Plattsburg	MO	41490	Turney	MO	816	664	Aug	
Plattsburg	MO	41490	Plattsburg	MO	816	930	Aug	
Pomme De Terre Regional	MO	103174	Wheatland	MO	417	282	April	
Pomme De Terre Regional	MO	103174	Buffalo	MO	417	345	April	
Pomme De Terre Regional	MO	103174	Preston	MO	417	722	April	
Pomme De Terre Regional	MO	103174	Hermitage	MO	417	745	April	
Pomme De Terre Regional	MO	103174	Louisburg	MO	417	752	April	
Pomme De Terre Regional	MO	103174	Pittsburg	MO	417	852	April	
Pomme De Terre Regional	MO	103174	Urbana	MO	417	993	April	
Pomme De Terre Regional	MO	103174	Cross Timbers	MO	417	998	April	
Savannah	MO	41732	Savannah	MO	816	324	Oct	
Savannah	MO	41732	Helena	MO	816	369	Oct	
Savannah	MO	41732	Cosby	MO	816	378	Oct	
Savannah	MO	41732	Bolckow	MO	816	428	Oct	
Savannah	MO	41732	Amazonia	MO	816	475	Oct	
Savannah	MO	41732	Fillmore	MO	816	487	Oct	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub	Month
Savannah	MO	41732	Whitesville	MO		816	526	Oct	
Savannah	MO	41732	Rosendale	MO		816	567	Oct	
Savannah	MO	41732	Avenue City	MO		816	662	Oct	
St Charles-Warren-Lincoln	MO	103180	Augusta	MO		636	228	Dec	
St Charles-Warren-Lincoln	MO	103180	Wentzville	MO		636	240	Dec	
St Charles-Warren-Lincoln	MO	103180	Marthasville	MO		636	242	Dec	
St Charles-Warren-Lincoln	MO	103180	St. Peters	MO		636	272	Dec	
St Charles-Warren-Lincoln	MO	103180	St Peters	MO		636	278	Dec	
St Charles-Warren-Lincoln	MO	103180	St Peters	MO		636	279	Dec	
St Charles-Warren-Lincoln	MO	103180	O'Fallon	MO		636	281	Dec	
St Charles-Warren-Lincoln	MO	103180	Wentzville	MO		636	327	Dec	
St Charles-Warren-Lincoln	MO	103180	Wentzville	MO		636	332	Dec	
St Charles-Warren-Lincoln	MO	103180	Hawk Point	MO		636	338	Dec	
St Charles-Warren-Lincoln	MO	103180	Foley	MO		636	355	Dec	
St Charles-Warren-Lincoln	MO	103180	Moscow Mills	MO		636	356	Dec	
St Charles-Warren-Lincoln	MO	103180	Wentzville	MO		636	357	Dec	
St Charles-Warren-Lincoln	MO	103180	Moscow Mills	MO		636	366	Dec	
St Charles-Warren-Lincoln	MO	103180	Warrenton	MO		636	377	Dec	
St Charles-Warren-Lincoln	MO	103180	Warrenton	MO		636	235	Dec	
St Charles-Warren-Lincoln	MO	103180	O'Fallon	MO		636	379	Dec	
St Charles-Warren-Lincoln	MO	103180	St Peters	MO		636	397	Dec	
St Charles-Warren-Lincoln	MO	103180	New Melle	MO		636	398	Dec	
St Charles-Warren-Lincoln	MO	103180	Marthasville	MO		636	433	Dec	
St Charles-Warren-Lincoln	MO	103180	Warrenton	MO		636	456	Dec	
St Charles-Warren-Lincoln	MO	103180	Troy	MO		636	462	Dec	
St Charles-Warren-Lincoln	MO	103180	Foristell	MO		636	463	Dec	
St Charles-Warren-Lincoln	MO	103180	St Peters	MO		636	474	Dec	
St Charles-Warren-Lincoln	MO	103180	Augusta	MO		636	482	Dec	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
St Charles-Warren-Lincoln	MO	103180	Jonesburg	MO	636	488	Dec	
St Charles-Warren-Lincoln	MO	103180	Troy	MO	636	528	Dec	
St Charles-Warren-Lincoln	MO	103180	Dardenne	MO	636	561	Dec	
St Charles-Warren-Lincoln	MO	103180	Winfield	MO	636	566	Dec	
St Charles-Warren-Lincoln	MO	103180	High Hill	MO	636	585	Dec	
St Charles-Warren-Lincoln	MO	103180	Truxton	MO	636	597	Dec	
St Charles-Warren-Lincoln	MO	103180	Dardenne	MO	636	625	Dec	
St Charles-Warren-Lincoln	MO	103180	Wentzville	MO	636	639	Dec	
St Charles-Warren-Lincoln	MO	103180	Old Monroe	MO	636	661	Dec	
St Charles-Warren-Lincoln	MO	103180	Foley	MO	636	662	Dec	
St Charles-Warren-Lincoln	MO	103180	Old Monroe	MO	636	665	Dec	
St Charles-Warren-Lincoln	MO	103180	Winfield	MO	636	668	Dec	
St Charles-Warren-Lincoln	MO	103180	Foristell	MO	636	673	Dec	
St Charles-Warren-Lincoln	MO	103180	Dardenne	MO	636	695	Dec	
St Charles-Warren-Lincoln	MO	103180	Wright City	MO	636	745	Dec	
St Charles-Warren-Lincoln	MO	103180	Dardenne	MO	636	755	Dec	
St Charles-Warren-Lincoln	MO	103180	Holstein	MO	636	782	Dec	
St Charles-Warren-Lincoln	MO	103180	Wright City	MO	636	791	Dec	
St Charles-Warren-Lincoln	MO	103180	Defiance	MO	636	798	Dec	
St Charles-Warren-Lincoln	MO	103180	New Melle	MO	636	828	Dec	
St Charles-Warren-Lincoln	MO	103180	Wentzville	MO	636	887	Dec	
St Charles-Warren-Lincoln	MO	103180	Holstein	MO	636	932	Dec	
St Charles-Warren-Lincoln	MO	103180	St Peters	MO	636	970	Dec	
St Charles-Warren-Lincoln	MO	103180	O'Fallon	MO	636	978	Dec	
St Charles-Warren-Lincoln	MO	103180	O'Fallon	MO	636	980	Dec	
St Charles-Warren-Lincoln	MO	103180	Defiance	MO	636	987	Dec	
St James	MO	103177	Leasburg	MO	573	245	Aug	
St James	MO	103177	St James	MO	573	265	Aug	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
St James	MO	103177	Vichy	MO	573	299	Aug	
St James	MO	103177	Safe	MO	573	367	Aug	
St James	MO	103177	Bland	MO	573	646	Aug	
St James	MO	103177	Safe	MO	573	699	Aug	
St James	MO	103177	Bourbon	MO	573	732	Aug	
St James	MO	103177	Belle	MO	573	859	Aug	
St James	MO	103177	Cuba	MO	573	885	Aug	
Van Buren	MO	41918	Freemont	MO	573	251	July	
Van Buren	MO	41918	Ellsinore	MO	573	322	July	
Van Buren	MO	41918	Van Buren	MO	573	323	July	
Olive Branch	MS	39671	Chulahoma	MS	662	564	Sept	
Olive Branch	MS	39671	Byhalia	MS	662	838	Sept	
Olive Branch	MS	39671	Olive Branch	MS	662	890	Sept	
Olive Branch	MS	39671	Olive Branch	MS	662	892	Sept	
Olive Branch	MS	39671	Olive Branch	MS	662	893	Sept	
Olive Branch	MS	39671	Olive Branch	MS	662	895	Sept	
Greater Flathead Valley	MT	43252	Kalispell	MT	406	253	April	
Greater Flathead Valley	MT	43252	Kalispell	MT	406	257	April	
Greater Flathead Valley	MT	43252	Hungry Horse	MT	406	387	April	
Greater Flathead Valley	MT	43252	Kalispell	MT	406	751	April	
Greater Flathead Valley	MT	43252	Kalispell	MT	406	752	April	
Greater Flathead Valley	MT	43252	Kalispell	MT	406	755	April	
Greater Flathead Valley	MT	43252	Kalispell	MT	406	756	April	
Greater Flathead Valley	MT	43252	Kalispell	MT	406	758	April	
Greater Flathead Valley	MT	43252	Big Fork,	MT	406	837	April	
Greater Flathead Valley	MT	43252	Lakeside	MT	406	844	April	
Greater Flathead Valley	MT	43252	Elmo	MT	406	849	April	
Greater Flathead Valley	MT	43252	Marion	MT	406	854	April	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
New Tazewell	TN	68712	New tazewell	TN	423	851		April
New Tazewell	TN	68712	Sharps Chapel	TN	865	278		April
Ooltewah-Collegedale	TN	68731	Apison	TN	423	236		Nov
Ooltewah-Collegedale	TN	68731	Ooltewah	TN	423	238		Nov
Ooltewah-Collegedale	TN	68731	Collegedale	TN	423	396		Nov
Lake Dallas	TX	71498	Lake Dallas	TX	940	321		Jan
Lake Dallas	TX	71498	Lake Dallas	TX	940	497		Jan
Lake Dallas	TX	71498	Lake Dallas	TX	940	498		Jan
Port Aransas	TX	72490	Port Aransas	TX	361	749		Sept
San Marcos	TX	72854	San Marcos	TX	512	245		Nov
San Marcos	TX	72854	San Marcos	TX	512	353		Nov
San Marcos	TX	72854	San Marcos	TX	512	392		Nov
San Marcos	TX	72854	San Marcos	TX	512	393		Nov
San Marcos	TX	72854	San Marcos	TX	512	395		Nov
San Marcos	TX	72854	San Marcos	TX	512	396		Nov
San Marcos	TX	72854	San Marcos	TX	512	408		Nov
San Marcos	TX	72854	San Marcos	TX	512	558		Nov
San Marcos	TX	72854	San Marcos	TX	512	753		Nov
San Marcos	TX	72854	San Marcos	TX	512	754		Nov
San Marcos	TX	72854	San Marcos	TX	512	805		Nov
TXU San Marcos	TX		Student Listings	TX				Nov
Cathlamet	WA	77097	Curtis	WA	360	245		May
Cathlamet	WA	77097	Pe Ell	WA	360	291		May
Cathlamet	WA	77097	Vader	WA	360	295		May
Cathlamet	WA	77097	Cathlamet	WA	360	795		May
Cathlamet	WA	77097	Puget Island	WA	360	849		May
Columbia Basin	WA	77202	Connell	WA	509	234		Nov
Columbia Basin	WA	77202	Mesa/Arletta	WA	509	265		Nov

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
West Plains	WA	77140	Ritzville	WA	509	659	June	
West Plains	WA	77140	Lind	WA	509	677	June	
West Plains	WA	77140	Davenport	WA	509	725	June	
West Plains	WA	77140	Reardan	WA	509	796	June	
West Plains	WA	77140	Benge	WA	509	887	June	
West Plains	WA	77140	Odessa	WA	509	982	June	
Yacolt	WA	77924	Yacolt	WA	360	686	Aug	
Ashland	WI	79146	Washburn	WI	715	373	Sept	
Ashland	WI	79146	Hurley	WI	715	561	Sept	
Ashland	WI	79146	Ashland	WI	715	682	Sept	
Ashland	WI	79146	Ashland	WI	715	685	Sept	
Ashland	WI	79146	Bayfield	WI	715	779	Sept	
Ashland	WI	79146	Saxon	WI	715	893	Sept	
Augusta	WI	79163	Augusta	WI	715	286	Aug	
Augusta	WI	79163	Osseo	WI	715	597	Aug	
Augusta	WI	79163	Fall Creek	WI	715	877	Aug	
Augusta	WI	79163	Cleghorn	WI	715	878	Aug	
Baraboo Area	WI	79214	Baraboo	WI	608	355	Aug	
Baraboo Area	WI	79214	Baraboo	WI	608	356	Aug	
Baraboo Area	WI	79214	North Freedom/Rock Springs	WI	608	522	Aug	
Baraboo Area	WI	79214	Mazomanie	WI	608	795	Aug	
Black River Falls	WI	79350	Melrose	WI	608	396	Dec	
Black River Falls	WI	79350	Melrose	WI	608	488	Dec	
Black River Falls	WI	79350	Black River Falls	WI	715	284	Dec	
Black River Falls	WI	79350	Merrillan	WI	715	333	Dec	
Black River Falls	WI	79350	Fairchild	WI	715	334	Dec	
Black River Falls	WI	79350	Taylor	WI	715	662	Dec	
Black River Falls	WI	79350	Hixton	WI	715	963	Dec	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX ST	NPA	NXX	Pub Month
Black River Falls	WI	79350	Alma Center	WI	715	964	Dec
Boscobel	WI	79401	Boscobel	WI	608	375	Dec
Boscobel	WI	79401	Steuben	WI	608	476	Dec
Boscobel	WI	79401	Avoca	WI	608	532	Dec
Boscobel	WI	79401	Muscoda	WI	608	739	Dec
Boscobel	WI	79401	Mt. Zion	WI	608	872	Dec
Boscobel	WI	79401	Highland	WI	608	929	Dec
Cadott	WI	79503	Cadott	WI	715	289	Sept
Cadott	WI	79503	Boyd	WI	715	667	Sept
Cornell	WI	79724	Cornell	WI	715	239	Sep
Darlington	WI	79826	Argyle	WI	608	543	May
Darlington	WI	79826	Benton	WI	608	759	May
Darlington	WI	79826	Darlington	WI	608	776	May
Darlington	WI	79826	Gratiot	WI	608	922	May
Darlington	WI	79826	Shullsburg	WI	608	965	May
Darlington	WI	79826	Wiotia	WI	608	968	May
DeForest	WI	79843	Poynette	WI	608	635	Feb
DeForest	WI	79843	DeForest	WI	608	842	Feb
DeForest	WI	79843	DeForest	WI	608	846	Feb
Denmark-Wayside	WI	79877	Casco (was 79522)	WI	920	837	Dec
Denmark-Wayside	WI	79877	Luxemburg	WI	920	845	Dec
Denmark-Wayside	WI	79877	Denmark	WI	920	863	Dec
Denmark-Wayside	WI	79877	Wayside	WI	920	864	Dec
Denmark-Wayside	WI	79877	New Franken	WI	920	866	Dec
East Central	WI	82026	Princeton	WI	920	291	May
East Central	WI	82026	Neshkoro	WI	920	293	May
East Central	WI	82026	Green Lake	WI	920	294	May
East Central	WI	82026	Princeton	WI	920	295	May

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
East Central	WI	82026	Brandon/Fairwater/Alto	WI	920	346	May	
East Central	WI	82026	Berlin	WI	920	361	May	
East Central	WI	82026	Kingston	WI	920	394	May	
East Central	WI	82026	Markesan	WI	920	398	May	
East Central	WI	82026	Redgranite	WI	920	566	May	
East Central	WI	82026	Pickett	WI	920	589	May	
East Central	WI	82026	Wild Rose	WI	920	622	May	
East Central	WI	82026	Ripon,	WI	920	745	May	
East Central	WI	82026	Ripon,	WI	920	748	May	
East Central	WI	82026	Wautoma	WI	920	787	May	
East Central	WI	82026	Rosendale	WI	920	872	May	
Elmwood	WI	80081	Pepin	WI	715	442	Aug	
Elmwood	WI	80081	Maiden Rock	WI	715	448	Aug	
Elmwood	WI	80081	Elmwood	WI	715	639	Aug	
Elmwood	WI	80081	Plum City	WI	715	647	Aug	
Elroy	WI	80098	Elroy	WI	608	462	Feb	
Elroy	WI	80098	Wonewoc	WI	608	464	Feb	
Footville	WI	80166	Footville	WI	608	876	May	
Forestville	WI	80183	Little Sturgeon	WI	920	824	July	
Forestville	WI	80183	Brussels	WI	920	825	July	
Forestville	WI	80183	Forestville	WI	920	856	July	
Frederic	WI	80222	Cloverton	WI	320	242	Feb	
Frederic	WI	80222	West Danbury	WI	320	655	Feb	
Frederic	WI	80222	Dairyland	WI	715	244	Feb	
Frederic	WI	80222	Webb Lake	WI	715	259	Feb	
Frederic	WI	80222	Frederic	WI	715	327	Feb	
Frederic	WI	80222	Lewis	WI	715	653	Feb	
Frederic	WI	80222	Danbury	WI	715	656	Feb	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
Frederic	WI	80222	Webster	WI	715	866	Feb	
Galesville	WI	80226	Arcadia	WI	608	323	Dec	
Galesville	WI	80226	Fountain City	WI	608	468	Dec	
Galesville	WI	80226	Ettrick	WI	608	525	Dec	
Galesville	WI	80226	Trempealeau	WI	608	534	Dec	
Galesville	WI	80226	Centerville	WI	608	539	Dec	
Galesville	WI	80226	Galesville	WI	608	582	Dec	
Galesville	WI	80226	Fountain City	WI	608	687	Dec	
Galesville	WI	80226	Mindoro	WI	608	857	Dec	
Galesville	WI	80226	Blair	WI	608	989	Dec	
Galesville	WI	80226	Whitehall	WI	715	538	Dec	
Gillett-Lakewood	WI	80268	Lakewood	WI	715	276	April	
Gillett-Lakewood	WI	80268	Wabeno	WI	715	473	April	
Gillett-Lakewood	WI	80268	Laona	WI	715	674	April	
Gillett-Lakewood	WI	80268	Suring	WI	920	842	April	
Gillett-Lakewood	WI	80268	Gillett	WI	920	855	April	
Gleason	WI	80293	Gleason	WI	715	873	April	
Glenwood City	WI	80302	Glenwood City	WI	715	265	Aug	
Glenwood City	WI	80302	Wheeler	WI	715	632	Aug	
Glenwood City	WI	80302	Boyceville	WI	715	643	Aug	
Glenwood City	WI	80302	Knapp	WI	715	665	Aug	
Glenwood City	WI	80302	Elk Mound	WI	715	879	Aug	
Glenwood City	WI	80302	Colfax	WI	715	962	Aug	
Hammond	WI	80378	Hammond	WI	715	796	May	
Hawkins-Ogema	WI	80438	Eagle Point/Eagleton-Tilden	WI	715	288	March	
Hawkins-Ogema	WI	80438	Glen Flora/Ingram	WI	715	322	March	
Hawkins-Ogema	WI	80438	Jim Falls	WI	715	382	March	
Hawkins-Ogema	WI	80438	Gilman	WI	715	447	March	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NOX	Pub Month
Hawkins-Ogema	WI	80438	Sheldon	WI	715	452	March	
Hawkins-Ogema	WI	80438	Kennan/Catawba	WI	715	474	March	
Hawkins-Ogema	WI	80438	Brantwood	WI	715	564	March	
Hawkins-Ogema	WI	80438	Hawkins	WI	715	585	March	
Hawkins-Ogema	WI	80438	Holcombe	WI	715	595	March	
Hawkins-Ogema	WI	80438	Jump River/Hannibal	WI	715	668	March	
Hawkins-Ogema	WI	80438	Ogema	WI	715	767	March	
Hayward	WI	80455	Winter	WI	715	266	July	
Hayward	WI	80455	Spider Lake	WI	715	462	July	
Hayward	WI	80455	Hayward	WI	715	634	July	
Hayward	WI	80455	Hayward	WI	715	638	July	
Hayward	WI	80455	Springbrook	WI	715	766	July	
Hayward	WI	80455	Stone Lake	WI	715	865	July	
La Crosse	WI	80744	Onalaska	WI	608	392	Nov	
La Crosse	WI	80744	Bangor	WI	608	486		
La Crosse	WI	80744	Holmen	WI	608	526		
La Crosse	WI	80744	La Crosse	WI	608	775	Nov	
La Crosse	WI	80744	Onalaska	WI	608	779	Nov	
La Crosse	WI	80744	Onalaska	WI	608	781	Nov	
La Crosse	WI	80744	La Crosse	WI	608	782	Nov	
La Crosse	WI	80744	Onalaska	WI	608	783	Nov	
La Crosse	WI	80744	La Crosse	WI	608	784	Nov	
La Crosse	WI	80744	La Crosse	WI	608	785	Nov	
La Crosse	WI	80744	West Salem	WI	608	786	Nov	
La Crosse	WI	80744	La Crosse	WI	608	787	Nov	
La Crosse	WI	80744	La Crosse	WI	608	788	Nov	
La Crosse	WI	80744	La Crosse	WI	608	789	Nov	
La Crosse	WI	80744	La Crosse	WI	608	791	Nov	

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
La Crosse	WI	80744	La Crosse	WI		608	793	Nov
La Crosse	WI	80744	La Crosse	WI		608	796	Nov
Ladysmith	WI	80761	Ladysmith	WI		715	532	Sept
Lake Country Area	WI	81447	Mukwonago	WI		262	363	Oct
Lake Country Area	WI	81447	North Prairie	WI		262	392	Oct
Lake Country Area	WI	81447	Palmyra	WI		262	495	Oct
Lake Country Area	WI	81447	Sullivan	WI		262	587	Oct
Lake Country Area	WI	81447	Sullivan	WI		262	593	Oct
Lake Country Area	WI	81447	Eagle	WI		262	594	Oct
Lake Country Area	WI	81447	East Troy	WI		262	642	Oct
Lake Country Area	WI	81447	Delafield	WI		262	646	Oct
Lake Country Area	WI	81447	Dousman	WI		262	965	Oct
Lake Country Area	WI	81447	Genesee	WI		262	968	Oct
Lakeland	WI	80783	Poplar	WI		715	364	Aug
Lakeland	WI	80783	Hawthorne/LakeNebagamon	WI		715	374	Aug
Lakeland	WI	80783	Bennett	WI		715	375	Aug
Lakeland	WI	80783	Gordon	WI		715	376	Aug
Lakeland	WI	80783	Solon Springs	WI		715	378	Aug
Lakeland	WI	80783	Minong/Wascott	WI		715	466	Aug
Larsen-Readfield	WI	80812	Readfield	WI		920	667	Nov
Larsen-Readfield	WI	80812	Larsen	WI		920	836	Nov
Manitowish Waters	WI	79410	Boulder Junction/Trout Lake	WI		715	385	July
Manitowish Waters	WI	79410	Mercer/Manitowish	WI		715	476	July
Manitowish Waters	WI	79410	Manitowish Waters	WI		715	543	July
Manitowish Waters	WI	79410	Springstead	WI		715	583	July
Manitowish Waters	WI	79410	Presque Isle/Winchester	WI		715	686	July
Marinette	WI	80931	Peshtigo	WI		715	582	Aug
Marinette	WI	80931	Marinette	WI		715	732	Aug

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX-ST	NPA	NXX	Pub Month
Marinette	WI	80931	Marinette	WI	715	735	Aug
Milton	WI	81142	Milton	WI	608	868	June
Oconto	WI	81500	Oconto	WI	920	834	Aug
Oconto	WI	81500	Oconto Falls	WI	920	846	Aug
Osceola-St Croix Falls	WI	82087	Osceola/Farmington	WI	715	294	Dec
Osceola-St Croix Falls	WI	82087	St Croix Falls	WI	715	483	Dec
Osceola-St Croix Falls	WI	82087	Balsam Lake	WI	715	485	Dec
Osceola-St Croix Falls	WI	82087	Centuria	WI	715	646	Dec
Osceola-St Croix Falls	WI	82087	Dresser/Nye	WI	715	755	Dec
Park Falls	WI	81636	Glidden	WI	715	264	July
Park Falls	WI	81636	Mellen	WI	715	274	July
Park Falls	WI	81636	Park Falls	WI	715	762	July
Park Falls	WI	81636	Butternut	WI	715	769	July
Platteville	WI	81721	Platteville	WI	608	342	Feb
Platteville	WI	81721	Platteville	WI	608	348	Feb
Platteville	WI	81721	Platteville	WI	608	349	Feb
Platteville	WI	81721	Hazel Green	WI	608	854	Feb
Platteville	WI	81721	Montfort	WI	608	943	Feb
Prairie du Chien	WI	81789	Prairie du Chien	WI	608	326	Nov
Prairie du Chien	WI	81789	Prairie du Chien	WI	608	357	Nov
Prairie du Chien	WI	81789	Seneca	WI	608	734	Nov
Prairie du Chien	WI	81789	Eastman	WI	608	874	Nov
Prairie du Chien	WI	81789	Wauzeka	WI	608	875	Nov
Prescott	WI	81823	Prescott	WI	715	262	May
Randolph Area	WI	81870	Randolph	WI	920	326	Oct
Randolph Area	WI	81870	Cambria	WI	920	348	Oct
Randolph Area	WI	81870	Fall River	WI	920	484	Oct
Randolph Area	WI	81870	Fox Lake	WI	920	928	Oct

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	NXX	Pub Month
Randolph Area	WI	81870	Rio	WI	920	992		Oct
Rice Lake/Chetek/Cumberland	WI	81959	Rice Lake	WI	715	234		July
Rice Lake/Chetek/Cumberland	WI	81959	Rice Lake	WI	715	236		July
Rice Lake/Chetek/Cumberland	WI	81959	Birchwood	WI	715	354		July
Rice Lake/Chetek/Cumberland	WI	81959	Barron	WI	715	537		July
Rice Lake/Chetek/Cumberland	WI	81959	Cumberland	WI	715	822		July
Rice Lake/Chetek/Cumberland	WI	81959	Chetek	WI	715	924		July
Rice Lake/Chetek/Cumberland	WI	81959	Turtle lake	WI	715	986		July
Seymour	WI	82121	Nichols	WI	920	525		Dec
Seymour	WI	82121	Seymour	WI	920	833		Dec
Seymour	WI	82121	Black Creek	WI	920	984		Dec
Seymour	WI	82121	Shiocton	WI	920	986		Dec
Sparta	WI	82257	Sparta	WI	608	269		Nov
Sparta	WI	82257	Cataract	WI	608	272		Nov
Sparta	WI	82257	Ontario	WI	608	337		Nov
Sparta	WI	82257	Sparta	WI	608	366		Nov
Sparta	WI	82257	Ft. McCoy	WI	608	388		Nov
Sparta	WI	82257	Wilton	WI	608	435		Nov
Sparta	WI	82257	Cashton	WI	608	654		Nov
Sparta	WI	82257	Norwalk	WI	608	823		Nov
Spooner- Shell lake WI	WI	82274	Shell Lake	WI	715	468		July
Spooner- Shell lake WI	WI	82274	Sarona/ Turtle Lake	WI	715	469		July
Spooner- Shell lake WI	WI	82274	Spooner	WI	715	635		July
Stanley	WI	82308	Stanley	WI	715	644		Sept
Superior	WI	82426	Superior	WI	715	392		Nov
Superior	WI	82426	Superior	WI	715	394		Nov
Superior	WI	82426	Superior	WI	715	395		Nov
Superior	WI	82426	Superior	WI	715	398		Nov

DIRECTORY NAME	ST	YPPA CODE	Community/Rate Center	EX	ST	NPA	XX	Pub Month
Superior	WI	82426	Superior	WI	715	399	Nov	
Thorp	WI	82443	Thorp	WI	715	669	Nov	
Tomah	WI	82475	Tomah	WI	608	372	Oct	
Tomah	WI	82475	Tomah	WI	608	374	Oct	
Tomah	WI	82475	Warrens	WI	608	378	Oct	
Tomah	WI	82475	Kendall	WI	608	463	Oct	
Wausaukee	WI	82766	Pembine	WI	715	324	Oct	
Wausaukee	WI	82766	Goodman	WI	715	336	Oct	
Wausaukee	WI	82766	Twin Bridge	WI	715	757	Oct	
Wausaukee	WI	82766	Amberg	WI	715	759	Oct	
Wausaukee	WI	82766	Harmony	WI	715	789	Oct	
Wausaukee	WI	82766	Crivitz	WI	715	854	Oct	
Wausaukee	WI	82766	Wausaukee	WI	715	856	Oct	
Wausaukee	WI	82766	Lena	WI	920	829	Oct	
Wausaukee	WI	82766	Coleman	WI	920	897	Oct	
Weyauwega	WI	82832	Fremont	WI	920	446	Oct	
Weyauwega	WI	82832	Weyauwega	WI	920	867	Oct	
Weyauwega	WI	82832	Poysippi	WI	920	987	Oct	
Medicine Bow	WY	83483	Medicine Bow	WY	307	379	Nov	
Pinedale	WY	83561	Farson	WY	307	273	July	
Pinedale	WY	83561	Big Piney	WY	307	276	July	
Pinedale	WY	83561	Pinedale	WY	307	367	July	
Pinedale	WY	83561	Boulder	WY	307	537	July	
Pinedale	WY	83561	Daniel	WY	307	859	July	

CASE NO. TO-2009-0037

Direct Testimony of Pam Hankins

Schedule PH-6


September 16, 2008 CenturyTel Carrier Notification

From: CenturyTel [REG-Carrier-Relations@CenturyTel.com]
Sent: Tuesday, September 16, 2008 4:55 PM
To: CenturyTel
Subject: CenturyTel Notification

Please refer to CenturyTel's web site for a notice concerning CenturyTel's Directory-Business Office Close Schedule September 2008:

<http://business.centurytel.com/business/Wholesale/AlertsAndNotifications/generalNotifications.jsp>



personal touch  advanced communications

Wholesale Markets

100 CenturyTel Drive
Monroe, LA 71203

Carrier Notification – GN142008

Date: September 16, 2008
To: CenturyTel Wholesale Customers
Subject: Directory Business Office Close Dates

Description of the Change

CenturyTel posts the most current schedule of directory business office close dates per directory on our Wholesale website. The schedule will continue to be updated monthly. To ensure that your customers' listings print in the appropriate directory, please make certain that all Directory Service Requests (DSRs) are submitted before that corresponding close date.

Attached to the BOC schedule, we have added a guide to allow CLECs to see how we scope our directories. The guide lists the directory, CenturyTel Community, CenturyTel NPA/NXX, and publication month for each directory CenturyTel publishes. Due to local number portability, CLECs may want to reference this guide by Community/Rate Center, as opposed to NPA-NXX, for submitting directory orders.

Click on the link below to view the most current schedule of business office close dates per directory and the scoping guide:

<http://business.centurytel.com/business/Wholesale/InterconnectionServices/Library/Directory-BusinessOfficeCloseSchedule.pdf>

CASE NO. TO-2009-0037

Direct Testimony of Pam Hankins

Schedule PH-7

Screen Shot of CenturyTel "Alerts and Notifications" Sign-Up Page



personal touch. advanced communications

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-Please check the type of notification(s).

-Enter your e-mail address below.

☒ Tariff ☐ Network ☐ General

* E-mail address:

* Verify e-mail address:

* Contact Telephone Number:
(example: 0123456789)

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CASE NO. TO-2009-0037

Direct Testimony of Pam Hankins

Schedule PH-8

**Response of Charter Fiberlink-Missouri, LLC's
Response to Data Request Nos. 15 and 16, dated September 17, 2008**

DR No. 15: Identify and describe each action and the specific order of the actions that are taken by Charter under Charter's existing interconnection agreement with CenturyTel to submit its customer listings for inclusion in CenturyTel's published directory(ies) in Missouri, including, but not limited to, the identity of the entity to whom Charter directly submits such listings.

Objection to DR No. 15: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.

Response to DR No. 15: Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter receives a request for directory listings for an upcoming directory closure from The Berry Company via email. Charter has also created a schedule for directory close dates, since we don't always get requests for listings in the areas we service. This all takes place once yearly for each directory in which Charter has a customer. Utilizing those resources, a listing file and distribution file are pulled from Charter's billing systems. Each listing file is checked to ensure nothing out of the ordinary is sent through. Once that is completed, the listing file and the distribution file are emailed to The Berry Company, Data Link Solutions and Century Tel.

Responsible person: Amy Hankins
Director of Telephone Service Delivery

DR No. 16: Admit that, for purposes of including its customer listings in CenturyTel's published directory(ies) in Missouri, Charter does not submit its file containing such customer listings intended for publication directly to CenturyTel, but rather Charter submits such file directly to the third-party directory publisher(s). To the extent that you deny this request for admission, please explain your reasoning.

Objection to DR No. 16: All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Without waiving and subject to the foregoing objections, Charter will respond to this Request.

Response to DR No. 16: Subject to and without waiving its September 8, 2008 objections, Charter responds as follows: Charter submits the listing file or distribution file to Data Link Solutions Inc, The Berry Company and Century Tel. Data Link processes the listing file. The Berry Company receives both the listing file and the distribution file so they are aware of the status of any listing request. Century Tel receives the distribution file for use in delivery directories to subscribers.

Responsible person: Amy Hankins
Director of Telephone Service Delivery

**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.)

STATE OF LOUISIANA)
) ss.
PARISH OF OUACHITA)

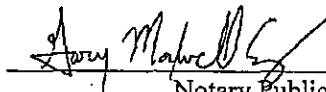
AFFIDAVIT OF PAM HANKINS

COMES NOW Pam Hankins, of lawful age, sound of mind and being first duly sworn,
deposes and states:

1. My name is Pam Hankins. I am Manager, Corporate Carrier Relations for CenturyTel Service Group, LLC.
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony in the above-referenced case.
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge, information and belief.


PAM HANKINS

SUBSCRIBED AND SWORN to before me, a Notary Public, this 20th day of
September, 2008.


Notary Public

My Commission Expires:

**Gary Maxwell Cox
Louisiana Bar Roll No. 27419
Notary Public, Ouachita Parish, Louisiana
My Commission is for Life**