

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

---

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

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

---

**CHARTER FIBERLINK-MISSOURI, LLC  
POSITION STATEMENT**

---

COMES NOW Charter Fiberlink-Missouri, LLC (Charter), and pursuant to the procedural order issued in the above referenced proceeding, hereby submits its statement of position on the issues in this matter.

As noted in the Staff's recent filing of the list of issues, the Parties have not been able to agree on the statement of issues for this proceeding. Therefore, each Party offered their own statement of the issues in that filing. In this pleading Charter presents its statement of position with respect to both parties' statement of the issues. However, in so doing, Charter does not agree, acknowledge, or stipulate that CenturyTel's statements of the issue are proper, or binding. Indeed, Charter specifically disputes that CenturyTel's statements of the issue accurately reflect the legal and factual questions that must be answered by this Commission. Instead, Charter believes that its statement of the issues properly frames such questions for the Commission to address and resolve the Parties' current dispute.

**I. CHARTER STATEMENT OF ISSUES:**

Issue 1: Has CenturyTel breached the interconnection agreement between CenturyTel and

Charter by:

Issue 1A: Assessing upon Charter service order charges for number porting, and other charges related to records searches and directory listings, for which it is not entitled to payment; and,

**Charter Position:**

Yes. Charter has established that the Parties' interconnection agreement (the "Agreement") does not contain any provision that authorizes the assessment of service order charges for number porting. Further, Charter has demonstrated that the Agreement does not incorporate CenturyTel's local exchange services tariff, or its Service Guide, in a manner that would support the assessment of these charges upon Charter. Because the Agreement does not specifically provide for such charges, and because the Agreement does not specifically incorporate CenturyTel's local exchange services tariff, or Service Guide, the Commission must conclude that such charges are not permitted. Accordingly, CenturyTel's assessment of charges that are not permitted by the Agreement constitutes a breach of the terms of the Agreement.

Similarly, CenturyTel's assessment of charges related to records searches and directory listings, also constitutes a breach of the terms of the Agreement. As Charter has shown, CenturyTel has not performed its contractual obligations associated with these items, and is therefore not entitled to compensation. As such, CenturyTel has breached the Agreement by attempting to assess charges for which it is not entitled to payment.

Issue 1B: By threatening to unilaterally discontinue number porting unless Charter paid such disputed charges.

**Charter Position:** Yes. The record demonstrates that CenturyTel attempted to collect the impermissible and unauthorized service order charges for porting by threatening to unilaterally discontinue number porting to end user customers in Missouri that sought to change service from CenturyTel to Charter. Such actions are clearly in violation of the express terms of the Agreement, and are not consistent with the public's interest in a competitive voice market with full number porting functionality.

## **II. CENTURYTEL STATEMENT OF ISSUES:**

Issue 1: Are the charges that CenturyTel assesses in connection with the administrative processing of LSRs that Charter submits to CenturyTel when Charter requests to port a customer's phone number permissible under applicable law?

**Charter Position:** No. The FCC has determined that carriers engaged in number porting are prohibited from assessing "interconnection charges, or add-ons to interconnection charges" upon other carriers.

Issue 2: Is there a contractual tariff, or other basis for the charges that CenturyTel assesses in connection with the administrative processing of LSRs that Charter submits to CenturyTel when Charter requests to port a customer's phone number?

**Charter Position:** No. The parties' Agreement does not contain any provision that contemplates the use of a "contractual tariff" (whatever that term may mean). Furthermore, as Charter and the Staff have already shown, there is no evidence that the Agreement contemplates the incorporation of CenturyTel's local exchange services tariff, or its Service Guide, in a manner that would support the assessment of these charges upon Charter.

**Issue 2A:** What effect does the parties' prior 2004 dispute resolution process, and the outcome thereof, have on this issue?

**Charter Position:** None. Although the Parties' representatives engaged in dispute resolution discussions in 2004, such discussions did not lead to a resolution of the dispute. Indeed, if there were a resolution of the dispute at that time (as CenturyTel's misleading statements suggest), the Parties would not be here before this Commission litigating the same issues that were discussed in 2004. Further, the fact that CenturyTel continued to assess the improper charges after 2004, and that Charter continued to dispute such charges up to the time of filing its complaint, is evidence that the dispute was **not** resolved in 2004.

**Issue 3:** What amount does Charter owe to CenturyTel for the LSR processing charges that CenturyTel has billed to Charter, and that remain unpaid?

**Charter Position:** None. CenturyTel's LSR processing charges are not authorized by the Agreement, and in assessing such charges CenturyTel breached the Agreement. For that reason, the Commission should order CenturyTel to discontinue the assessment of

such charges, order CenturyTel to refund any amounts previously paid by Charter, and rule that CenturyTel is not entitled to any compensation for LSR processing for number porting requests.

Respectfully submitted,

By: /s/ K.C. Halm  
CHARTER FIBERLINK-MISSOURI, LLC

Carrie L. Cox  
Clifford K. Williams  
**CHARTER FIBERLINK-MISSOURI, LLC**  
12405 Powerscourt Dr.  
St. Louis, Missouri 63131  
314-965-0555  
314-965-6640 (fax)

Mark W. Comley (MO Bar No. 28847)  
**NEWMAN, COMLEY & RUTH P.C.**  
601 Monroe Street, Suite 301  
P.O. Box 537  
Jefferson City, MO 65102-0537  
573-634-2266  
573-636-3306(fax)

K.C. Halm  
Brian A. Nixon  
**DAVIS WRIGHT TREMAINE LLP**  
1919 Pennsylvania Ave., N.W., Suite 200  
Washington, D.C. 20006  
202-973-4287  
202-973-4499 (fax)

*Attorneys for Charter*

Dated: March 26, 2008

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent via e-mail on this 26th day of March, 2008, to counsel for CenturyTel, and the following persons:

Mr. Kevin Thompson  
General Counsel  
Missouri Public Service Commission  
200 Madison Street  
P.O. Box 360  
Jefferson City, Missouri, 65101

Lewis Mills  
Office of the Public Counsel  
200 Madison  
P.O. Box 7800  
Jefferson City, Missouri

Larry W. Dority  
Fischer & Dority, P.C.  
101 Madison, Suite 400  
Jefferson City, Missouri 65101

Tyler Peter  
Payne & Jones, Chartered  
11000 King  
P.O. Box 25625  
Overland Park, KS 66210

/s/ K.C. Halm

K.C. Halm