

**BEFORE THE
MISSOURI PUBLIC SERVICE COMMISSION**

Complaint of

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

Case No. LC-2008-0049

**ANSWER AND AFFIRMATIVE DEFENSES
OF CHARTER FIBERLINK-MISSOURI, LLC TO CENTURYTEL COUNTERCLAIMS**

Pursuant to Missouri Code of State Regulations, 4 C.S.R. 240-2.070, Charter Fiberlink-Missouri, LLC ("Charter") hereby files its answer and affirmative defenses to the counterclaims of CenturyTel of Missouri, LLC ("CenturyTel") in the above reference matter.

I. ANSWER TO CENTURYTEL COUNTERCLAIMS

In response to the numbered paragraphs in the Counterclaim filed by CenturyTel, Charter admits, denies, and otherwise avers as described herein. Except where expressly admitted, Charter denies each and every allegation of the Counterclaim.

Counterclaim

1. Admitted.
2. Admitted.
3. Admitted.

Count I
(Claim on open accounts)

4. The allegations contained in paragraph 4 of CenturyTel's counterclaim are legal conclusions or assertions to which no response is required. To the extent that such statements require an admission or denial, Charter disputes and denies any and all such allegations. Answering further, CenturyTel has improperly billed Charter for charges associated with CenturyTel's provision of local number portability to telephone subscribers in Missouri. CenturyTel assesses a charge whenever Charter submits a local service request notifying CenturyTel that a subscriber seeks to port a number even though the charge is not authorized by the parties' Agreement and is specifically prohibited by federal law. Accordingly, Charter is determined that it was not liable for such charges and has consistently disputed the number porting charges in accordance with the Agreement's bill dispute provisions.

5. Charter admits that CenturyTel has demanded payment and that Charter has refused to make such payment. Answering further, Charter has disputed the charges consistent with the Agreement's bill dispute provisions. In fact, Charter provided CenturyTel a detailed explanation of the basis for its dispute of the charges, which included an explanation of how the Agreement could not be interpreted to authorize such charges, why CenturyTel was not entitled to payments, and an analysis of why federal law prohibits such charges.

6. The allegations contained in paragraph 6 of CenturyTel's counterclaim are legal conclusions or assertions to which no response is required. To the extent that such statements require an admission or denial, Charter disputes and denies any and all such allegations.

Count II – Service Termination

1. The allegations contained in paragraph 1, of Count II, of CenturyTel's counterclaim are legal conclusions or assertions to which no response is required. To the extent that such statements require an admission or denial, Charter disputes and denies any and all such allegations.

2. The allegations contained in paragraph 2 of CenturyTel's counterclaim are legal conclusions or assertions to which no response is required. To the extent that such statements require an admission or denial, Charter disputes and denies any and all such allegations. Answering further, Charter has determined that there is no contractual basis in the parties' Agreement that authorizes CenturyTel to assess number porting charges and as a result Charter is not in default of the Agreement as CenturyTel is not entitled to payment for such charges.

3. Charter admits that it has received written notice from CenturyTel, but denies the basis for such notice as Charter is not in payment default under the terms of the Agreement.

4. The allegations contained in paragraph 4 of CenturyTel's counterclaim are legal conclusions or assertions to which no response is required. To the extent that such statements require an admission or denial, Charter disputes and denies any and all such allegations. Answering further, Charter is not in default of the Agreement. Section 12 of the Agreement, which sets forth the terms by which a party may be deemed in default, does not consider a party's refusal to pay charges that are properly disputed to be a default of the Agreement. Because Charter has properly disputed all charges assessed by CenturyTel, the refusal to pay such charges does not put Charter in default of the Agreement and thus does not give CenturyTel the right to suspend the provision of any or all services under the Agreement.

II. AFFIRMATIVE DEFENSES TO CENTURYTEL COUNTERCLAIMS

1. CenturyTel has failed to state a claim upon which relief can be granted.
2. Some or all of the state law claims alleged in CenturyTel's Counterclaim are preempted by federal law.
3. CenturyTel's claims are barred by the applicable statute of limitations and laches.
4. CenturyTel's claims are barred by the doctrine of unclean hands.
5. CenturyTel's claims are barred by the doctrine of estoppel.
6. CenturyTel's claims are barred by the doctrine of waiver.
7. Charter reserves the right to assert and file any affirmative and/or special defenses that may become known through discovery or as may otherwise be appropriate.

Respectfully submitted,

Charter Fiberlink-Missouri, LLC

By: 

Laurence G. Christopher MO # 41214
Carrie L. Cox
Clifford K. Williams
CHARTER FIBERLINK-MISSOURI, LLC
12405 Powerscourt Dr.
St. Louis, Missouri 63131
314-965-0555
314-965-6640 (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)

Its Attorneys

Dated: October 26, 2007

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of October, 2007, I served the foregoing Answer and Affirmative Defenses of Charter Fiberlink-Missouri, LLC to CenturyTel Counterclaims on the following persons via electronic mail and via US Mail. Because this document was filed electronically it is being served both electronically and by hard copy, on the persons listed below, consistent with Commission rules and practice.

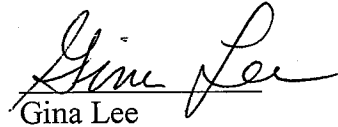
Mr. Kevin Thompson
General Counsel
Missouri Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, Missouri, 65101

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

Mr. Guy Miller
CenturyTel, Inc.
100 CenturyTel Drive
Monroe, Louisiana 71203

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

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


Gina Lee

Dated: October 26, 2007