

Exhibit No:  
Issues: GTC-1 through GTC-9  
Witness: Suzette Quate  
Type of Exhibit: Direct Testimony  
Sponsoring Party: Southwestern Bell  
Telephone, L.P., d/b/a/  
SBC Missouri  
Case No: TO-2005-0166

SOUTHWESTERN BELL TELEPHONE, L.P.,  
d/b/a SBC MISSOURI

CASE NO. TO-2005-0166

REBUTTAL TESTIMONY

OF

SUZETTE QUATE

Dallas, Texas  
February 7, 2005

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

In the Matter of Level 3 Communications, LLC's	)	
Petition for Arbitration Pursuant to Section 252(b)	)	
Of the Communications Act of 1934, as Amended	)	
By the Telecommunications Act of 1996, and the	)	Case No. TO-2005-0166
Applicable State Laws for Rates, Terms and	)	
Conditions of the Interconnection with Southwestern	)	
Bell Telephone Company, L.P., d/b/a SBC Missouri	)	

**AFFIDAVIT OF SUZETTE QUATE**

STATE OF TEXAS       )  
                                  )  
COUNTY OF DALLAS    )

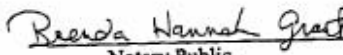
I, Suzette Quate, of lawful age, being duly sworn, depose and state:

1. My name is Suzette Quate. I am presently Associate Director-Regulatory Support for Southwestern Bell Telephone, L.P.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

  
Suzette Quate

Subscribed and sworn to before me this 3<sup>rd</sup> day of February, 2005.



  
Notary Public

My Commission Expires: October 26, 2008

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME.**

3 A. My name is Suzette Quate.

4 **Q. ARE YOU THE SAME SUZETTE QUATE WHO FILED DIRECT TESTIMONY**  
5 **IN THIS CASE?**

6 A. Yes.

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

8 A. The purpose of my testimony is to rebut the direct testimony of Victoria R. Mandell on  
9 General Terms and Conditions (GT&C) issues 1, 2, 3, 4, 5, 7 and 8. To the extent an  
10 argument is not addressed in my rebuttal testimony, please refer to my direct testimony  
11 which addresses GT&C issues 1-9 inclusively.

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**Agreement Reference: GT&C Section 7.2**

A. The issue concerns whether assurance of payment should be state-specific and state interdependent.

A. As I explained in my direct testimony, if Level 3 fails to pay its undisputed bills, that gives SBC reason for insecurity about whether Level 3 will pay its future bills in Missouri, and thus warrants a deposit from Level 3 in Missouri, and it makes no difference whether the bills that Level failed to pay were SBC Missouri bills or, say, SBC California bills. This is a matter of simple common sense. If a customer bounces a check at a Sears in one state, that customer would expect Sears to be equally wary of that customer in another state.

A. Absolutely not. In the first place, GT&C Issue 1 has nothing to do with termination of service for non-payment; it concerns assurance of payment. Termination of service for non-payment is addressed in GT&C Issues 6, 7, 8, and 9, and is dealt with in the proposed ICA in section 9 (“Nonpayment and Procedures for Disconnection”), not

1 section 7. In the second place, Ms. Mandell misstates what SBC Missouri’s termination  
2 language says. SBC Missouri’s proposed language in section 9.1 states “If a Party is  
3 furnished Interconnection, Resale Services, Network Elements, Collocation, functions,  
4 facilities, products and services under the terms of this Agreement in more than one (1)  
5 state, Sections 9.1 through 9.7, inclusive [the sections that prescribe when services can be  
6 terminated for non-payment] *shall be applied separately for each such state.*” Thus, the  
7 interconnection agreement (“ICA”) is crystal clear that services can be terminated for  
8 non-payment only in the State where the default occurred, and Ms. Mandell is mistaken  
9 when she asserts that SBC Missouri’s language would allow SBC Missouri to terminate  
10 service to Level 3 customers in all states if Level 3 failed to pay its bills in one state.

11 **Q. MS. MANDELL ALSO RELIES ON A POLICY STATEMENT THE FCC ISSUED**  
12 **IN 2002. HOW DOES SBC MISSOURI RESPOND?**

13 A. Interestingly enough, Ms. Mandell leads off her discussion of the FCC Policy Statement  
14 with a reference to her mistaken idea that SBC Missouri’s language would allow SBC  
15 Missouri to terminate service to Level 3’s customers in all states if Level 3 failed to pay  
16 its bill in one state. Immediately after that reference, she says, “Giving *such* unilateral  
17 discretion to the ILEC has already been reviewed by the FCC and found unwarranted,  
18 unreasonable and unjust” (emphasis added) – and then goes on to describe the FCC  
19 policy statement. As I just explained, however, the “such unilateral discretion” that Ms.  
20 Mandell is referring to does not exist.

21 More generally, Level 3’s depiction of the FCC’s Policy Statement is inaccurate  
22 and misleading. The FCC issued this Policy Statement in response to a petition Verizon  
23 filed with the FCC seeking to change the deposit language in Verizon’s *federal Interstate*

1        *Access Tariffs*. The Policy Statement had nothing to do with CLECs, and was not in the  
2        context of an interconnection agreement; rather, it dealt with Special Access and  
3        Switched Access services that are purchased by Interexchange Carriers through federal  
4        Interstate Access Tariffs. In fact, the FCC agrees that its Policy Statement should not  
5        apply. In FCC 03-228 the FCC stated that “the Commission’s policy statement has no  
6        application to interconnection agreements.”<sup>1</sup> And the FCC’s Policy Statement would  
7        have no application to GT&C Issue 1 in any event, because it says nothing whatsoever  
8        about the inter-state vs. intra-state question that is the subject of that issue.

9        **Q. MS. MANDELL CLAIMS THAT SBC MISSOURI’S LANGUAGE GIVES SBC**  
10       **MISSOURI DISCRETION “TO TREAT LEVEL 3’S CUSTOMERS IN A**  
11       **DISCRIMINATORY MANNER,” AND ASSERTS IN SUPPORT OF THAT**  
12       **CONTENTION (AT P. 8) THAT “THERE ARE MANY REASONS WHY A**  
13       **PARTICULAR BILL MAY BE UNPAID, INCLUDING DISPUTES THAT**  
14       **INVOLVE PARTICULAR STATE LAW ISSUES.” AND SHE GOES ON TO SAY**  
15       **THAT “THERE MAY BE A PENDING PROCEEDING IN ONE STATE THAT**  
16       **WOULD HAVE AN EFFECT ON LEVEL 3’S OBLIGATION TO PAY A BILL**  
17       **FOR A PARTICULAR UNBUNDLED NETWORK ELEMENT. IF LEVEL 3**  
18       **DISPUTES THAT BILL FOR A STATE-SPECIFIC REASON, SBC SHOULD**  
19       **HAVE NO CLAIM TO DISCONNECT CUSTOMERS IN OTHER STATES FOR**  
20       **FAILING TO PROVIDE SBC WITH SOME ASSURANCE OF PAYMENT.” IS**  
21       **THAT A VALID POINT?**

22       **A.** It is not. On the contrary, it demonstrates that Ms. Mandell either does not understand  
23       the language in question or is trying to mislead this Commission. Ms. Mandell’s point is  
24       that SBC Missouri’s deposit requirements, if not limited to a state-by-state application as  
25       Level 3 proposes, could result in Level 3 having to make a deposit in one state – or even  
26       having its service terminated – based on a billing dispute in another state. Nothing could  
27       be further from the truth, because the language of section 7 is absolutely clear that the

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<sup>1</sup> *Application by SBC Communications Inc., Michigan Bell Telephone Company, and Southwestern Bell Communications Services, Inc. for Authorization To Provide In-Region InterLATA Services in Michigan*, WC Docket No. 03-138, Memorandum Opinion and Order (adopted September 17, 2003)

1       only unpaid bills that count for purposes of the deposit requirements are *undisputed* bills.  
2       For example, Level 3 establishes good credit under section 7.2.1 by making twelve  
3       months payments “for *undisputed* charges.” And section 7.2.3 allows SBC Missouri to  
4       request a deposit if Level 3 fails to timely pay a bill, “*except such portion of a bill that is*  
5       *subject to a good faith, bona fide dispute.*” Thus, Ms. Mandell is simply wrong when she  
6       suggests that a dispute over a bill in one state could have undesirable consequences for  
7       Level 3 in another state under SBC Missouri’s proposed language.

8       **GT&C ISSUE 2:                   WHAT ARE THE APPROPRIATE CRITERIA FOR**  
9       **DETERMINING SATISFACTORY CREDIT AS OF THE**  
10      **EFFECTIVE DATE OF THE AGREEMENT?**

11                                   **Agreement Reference: GT&C Section 7.2.1**

12      **Q.       WHAT DOES LEVEL 3 WITNESS MANDELL SAY ABOUT LEVEL 3’S**  
13      **POSITION ON SECTION 7.2.1?**

14      A.       After stating Level 3’s position – that SBC Missouri should not be permitted to request  
15               an assurance of payment unless Level 3 has received three or more past due notices in a  
16               twelve-month period – Ms. Mandell claims (at p. 8) that Level 3’s proposal “merely  
17               requires SBC to take into account Level 3’s positive past payment history.” That is not,  
18               though, an accurate depiction of what is at issue here. SBC Missouri’s version of section  
19               7.2.1 takes fully into account Level 3’s positive past payment history by excusing Level 3  
20               from making a deposit if it in fact has a positive payment history. Level 3’s proposal  
21               attempts to water down the meaning of “positive payment history” by redefining it to  
22               include a history where Level 3 has received two past due notices. A customer that can  
23               be counted on to pay its bills to the point that it should be permitted to buy substantial  
24               amounts of products and services on credit without making a deposit simply does not get  
25               two late payment notices a year.



**GT&C ISSUE 3: HOW SHOULD THE ICA DESCRIBE LEVEL 3'S  
FINANCIAL IMPAIRMENT THAT WILL TRIGGER A  
REQUEST FOR ASSURANCE OF PAYMENT?**

**Agreement Reference: GT&C Section 7.2.2**

**Q. TO SET THE CONTEXT, PLEASE SUMMARIZE THE ISSUE.**

A. Agreed language in Section 7.2.2 allows SBC to request a deposit from Level 3 if “at any time on or after the Effective Date, there has been an impairment of the established credit, financial health or credit worthiness of Level 3” – and the provision goes on to describe how it will be determined whether there has been such an impairment. There are two disagreements, however. First, Level 3 proposes to insert language that would provide that the impairment must be “significant and material.” Second, since this deposit trigger turns on whether there has been an impairment on or after the Effective Date, SBC proposes a baseline date against which to make the comparison. I explained in my direct testimony, at pp. 8-11, why Level 3’s proposal to insert the words “significant and material” should be rejected, and why SBC’s proposal to add a baseline date should be accepted.

**Q. WHAT DOES LEVEL 3’S WITNESS SAY ABOUT THIS ISSUE?**

A. Ms. Mandell states that in order for an impairment to Level 3’s creditworthiness to trigger a requirement that Level 3 make a deposit, the interconnection agreement should require the impairment to be “significant and material.” Mandell Direct at 11. Apparently, the rationale is that deposit triggers should not be unduly “broad and subjective.” *Id.*

1 **Q. HOW DO YOU RESPOND?**

2 A. I do not see how anyone could conclude that Level 3's proposed language would make  
3 this deposit trigger more concrete or less subjective. Quite the opposite, it seems to me  
4 that adding the words "significant and material" would only invite disputes about whether  
5 an impairment is or is not significant and material. Furthermore, the agreed contract  
6 language provides that the impairment determination will be based on investor warning  
7 briefs, rating downgrades, and the like, as reported in recognized, reputable financial  
8 sources such as Moody's, Standard and Poor's, and the Wall Street Journal. I can think  
9 of no better indicator that a downturn in a company's creditworthiness is significant and  
10 material than the fact that those sources found it worthy of reporting. In other words, the  
11 agreed contract language already includes a built-in screen for significance and  
12 materiality and, therefore, such language should be rejected as it will only undermine the  
13 concreteness and objectivity of the criteria in Section 7.2.2.

14 **Q. WHAT DOES MS. MANDELL SAY ABOUT THE OTHER DISAGREEMENT**  
15 **THAT IS ENCOMPASSED BY THIS ISSUE – THE ONE CONCERNING A**  
16 **BASELINE DATE FOR IMPAIRMENT DETERMINATIONS.**

17 A. Ms. Mandell does not address that part of the issue. As I explained in my direct  
18 testimony at p. 11, if Level 3's proposed date were adopted, Section 7.2.2 would say that  
19 SBC Missouri could request an assurance of payment if "at any time *on or after* the  
20 Effective Date," Level 3's credit was impaired "as compared to its status on *the Effective*  
21 *Date.*" Obviously, it is impossible for Level 3's status on the Effective Date to be  
22 impaired as compared to Level 3's status on the Effective Date. Thus, Level 3's proposal  
23 leads to an absurdity and should be rejected. SBC Missouri's language should be  
24 accepted.

**GT&C ISSUE 4: IN ORDER FOR FAILURE TO TIMELY PAY A BILL TO TRIGGER A REQUEST FOR ASSURANCE OF PAYMENT, WHICH PART(IES) MUST COMPLY WITH THE PRESENTATION AND DISPUTE RESOLUTION REQUIREMENTS OF THE AGREEMENT AND TO WHAT EXTENT?**

**Agreement Reference: GT&C Section 7.2.3**

**Q. WHAT DOES LEVEL 3 WITNESS MANDELL SAY IN SUPPORT OF LEVEL 3'S PROPOSAL TO LIMIT ITS COMPLIANCE WITH THE REQUIREMENTS OF SECTION 9.3 TO "SUBSTANTIAL" COMPLIANCE.**

A. Interestingly enough, Ms. Mandell is not able to find anything to say in support of Level 3's proposal. All she says (at p. 13) is that since Level 3 is asking for substantial compliance from SBC Missouri (in language that SBC Missouri opposes, as I discuss below) Level 3's obligation should be the same. But that does not explain why anyone's compliance should be merely substantial.

**Q. WHAT IS SBC MISSOURI'S OBJECTION TO LEVEL 3'S SECOND PROPOSED ADDITION TO SECTION 7.2.3, CONCERNING SBC MISSOURI'S COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT WITH RESPECT TO PRESENTATION OF INVOICES AND DISPUTE RESOLUTION?**

A. Level 3's proposed language has a legitimate purpose, but it is far broader than it needs to be – so broad, in fact, that it must be rejected because it would undermine section 7.2.3. To set the context, recall that this section 7.2.3 permits SBC Missouri to request a deposit from Level 3 if Level 3 fails to pay a bill, except to the extent that Level 3 has raised a bona fide dispute concerning the bill pursuant to the procedures set forth in section 9.3. Level 3's concern, according to Ms. Mandell (at p. 13) is that it must "receive[] sufficient notice and [have] had the opportunity to correct a potential problem." In other words, Level 3 does not want to be required to make a deposit in a situation where it has failed to pay a bill and has also failed to dispute the bill pursuant to the procedures in section 9.3

1 because of a failure on SBC Missouri’s part to present the bill properly or to adhere to its  
2 own counterpart obligations under section 9.3.

3 That is a legitimate concern, and SBC Missouri would have accepted a Level 3  
4 language proposal that dealt with the concern appropriately. For example, SBC Missouri  
5 could have accepted a proposal to the effect that SBC Missouri could not request a  
6 deposit from Level 3 if Level 3’s failure to pay a bill or dispute the bill was *caused by* or  
7 *resulted from* a failure by SBC Missouri to comply with its obligations with respect to  
8 invoicing or dispute resolution. The language that Level 3 has proposed goes far beyond  
9 that, however. It would prohibit SBC Missouri from requesting a deposit from Level 3 if  
10 SBC Missouri did not comply – apparently at any time, and not necessarily in connection  
11 with the episode at issue – “with *all* requirements of this Agreement with respect to  
12 presentation of invoices and dispute resolution.” Under Level 3’s language, in other  
13 words, if SBC Missouri ever, at any time, failed to substantially comply with one of those  
14 requirements, SBC Missouri could never request a deposit from Level 3 based on a Level  
15 3 failure to pay a bill, even if there were no connection between SBC Missouri’s failure  
16 and Level 3’s failure. That makes no sense, and would, if SBC Missouri ever slipped up  
17 with respect to the presentment of an invoice, eliminate SBC Missouri’s rights under  
18 section 7.2.3. Accordingly, Level 3’s proposal must be rejected.

**GT&C ISSUE 5: SHOULD LEVEL 3 BE PERMITTED TO DISPUTE THE REASONABLENESS OF AN SBC MISSOURI REQUEST FOR ASSURANCE OF PAYMENT?**

**Agreement Reference: GT&C Sections 7.8 and 7.8.1**

**Q. WHAT IS THIS ISSUE ABOUT?**

A. Level 3's proposed language in GT&C Section 7.8 would allow it to dispute an assurance of payment request based on a contention that the request was not "reasonable."

**Q. WHAT IS LEVEL 3 WITNESS MANDELL'S POSITION ON THIS ISSUE?**

A. Ms. Mandell says two things. First, she says (at p. 15), "Level 3 proposes that it only have the opportunity to raise a good faith bona fide dispute only with respect to such SBC demand before SBC can unilaterally impose its sanctions upon Level 3."

**Q. HOW DO YOU RESPOND TO THAT?**

A. Ms. Mandell misses the point. Level 3 *can* raise a bona fide dispute with respect to an SBC Missouri request for a deposit, but the basis of the dispute must be that the criteria set forth in sections 7.2.1, 7.2.2, 7.2.3 and 7.4 have not been met – not that the request is "unreasonable." For example, if SBC Missouri requests a deposit pursuant to section 7.2.3 on the ground that Level 3 failed to timely pay a bill, Level 3 can dispute the request by asserting (if it has a basis for doing so) that it was not untimely in its payment, or that it was disputing the bill, and so forth. But if the conditions of section 7.2.3 are met, Level 3 should not be allowed to dispute the request for deposit on the ground that even so, the request is unreasonable. The way for Level 3 to satisfy itself that the ICA allows SBC Missouri to request a deposit only when the circumstances warrant such a request is to make sure that the criteria set forth in sections 7.2.1 through 7.2.4 are

1 themselves reasonable – and Level 3 is doing exactly that by arbitrating some of the  
2 language in those provisions.

3 **Q. WHAT ELSE DOES MS. MANDELL SAY ON THIS ISSUE?**

4 A. Ms. Mandell’s other point (at p. 14) is that “Level 3 is in the telecommunications  
5 business to provide service to its customers, not to waste time and money litigating  
6 ‘reasonableness’ as SBC implies.” Taking that as true, the Commission should not create  
7 the unnecessary opportunity for Level 3 to litigate the reasonableness of an SBC Missouri  
8 request for deposit as Level 3 proposes.

9 **Q. DID LEVEL 3 WITNESS MANDELL ADDRESS SBC MISSOURI’S PROPOSAL**  
10 **IN SECTION 7.8 THAT WOULD ALLOW LEVEL 3 TEN BUSINESS DAYS TO**  
11 **RESPOND TO A REQUEST FOR ASURANCE BEFORE WITHHOLDING**  
12 **SERVICE?**

13 A. No. Ms. Mandell does not say anything about this aspect of the dispute, and I cannot  
14 imagine why Level 3 would oppose SBC Missouri’s language. As stated in my direct  
15 testimony, with SBC Missouri’s language, Level 3 has an ample opportunity to respond  
16 to the request for deposit, or to dispute the request if appropriate. Since the language that  
17 Level 3 is proposing works in Level 3’s favor, it makes no sense to me that Level 3 has  
18 not accepted it.

1 **GT&C ISSUE 7: SHOULD LEVEL 3'S FAILURE TO PAY UNDISPUTED**  
2 **CHARGES ENTITLE SBC MISSOURI TO DISCONTINUE**  
3 **PROVIDING ALL PRODUCTS AND SERVICES UNDER**  
4 **THE AGREEMENT, OR ONLY THE PRODUCT(S) OR**  
5 **SERVICE(S) FOR WHICH LEVEL 3 HAS FAILED TO PAY**  
6 **UNDISPUTED CHARGES?**

7 **Agreement Reference: GT&C Section 9.2**

8 **Q. HOW DOES WITNESS MANDELL SUPPORT LEVEL 3'S POSITION WITH**  
9 **REGARD TO THE LANGUAGE IN SECTION 9.2?**

10 A. Ms. Mandell addresses GT&C Issue 7, but she says nothing to support Level 3's  
11 language that failure to pay undisputed charges *may* be ground for disconnection of  
12 services. The use of "may" makes no sense.

13 As stated in my direct testimony, failure to pay or dispute charges (especially after  
14 two late payment notices) *is* – *i.e.*, "shall be" grounds for disconnection. The use of that  
15 term does not, of course, mean that disconnection would be automatic if Level 3 failed to  
16 pay undisputed charges, but only that under this Agreement nonpayment is in fact  
17 grounds for disconnection under the circumstances described. (The way one would say  
18 that disconnection is automatic is not that a failure to pay shall be *grounds for*  
19 disconnection, but that service "shall be disconnected" if there is a failure to pay.)

20 **Q. MS. MANDELL MENTIONS (AT P. 18) THAT A REASON A BILL MAY BE**  
21 **UNPAID COULD BE DUE TO DISPUTES. IS THIS RELEVANT TO THIS**  
22 **ISSUE?**

23 A. No, it is not. SBC Missouri would only be able to disconnect services if the amounts  
24 were both unpaid and undisputed. Therefore, if a balance were unpaid because it was  
25 properly disputed that could not lead to the disconnection of services under SBC  
26 Missouri's proposed language.

1 **Q. LEVEL 3 ASSERTS THAT IT NEEDS AN ADDITIONAL 30 DAYS TO REVIEW**  
2 **THE BILL AFTER IT HAS RECEIVED A NOTICE OF NON-PAYMENT.**  
3 **WHAT DOES MS. MANDELL SAY CONCERNING ABOUT THIS ASPECT OF**  
4 **SECTION 9.2?**

5 A. First, Ms. Mandell says (at p. 18) that Level 3 needs “at least thirty days to perform the  
6 necessary internal analysis and audit to respond to the unpaid charges notice.” That is  
7 simply wrong. Level 3 *already* had thirty days (or more) to analyze the bill when it  
8 received it, and Level 3 determined it had no disagreement with the bill – that is why it  
9 did not dispute it. (Recall that what we are talking about here is a failure to pay  
10 *undisputed* charges.) Now, SBC Missouri is informing Level 3 that it needs to pay the  
11 bill that Level 3 has already analyzed and decided not to dispute.

12 Second, Ms. Mandell states (at p. 18) that the period should be thirty days so that  
13 the parties can “thoroughly investigate the problem . . . , work together informally, and  
14 potentially avoid unnecessary litigation.” Again, though, if there was a “problem” with  
15 the bill, the parties should be addressing it *before* SBC Missouri has occasion to send the  
16 notice letter. Furthermore, as I stated above, the ten business day period does not mean  
17 that SBC Missouri will automatically terminate service ten business days after sending  
18 the notice letter if Level 3 does not pay the undisputed bill. So, for example, if the parties  
19 are engaged in good faith discussions about the bill and are making progress toward a  
20 resolution, SBC Missouri will – like any rational provider of services – continue to work  
21 toward that resolution rather than pulling the plug merely because it has a contractual  
22 right to do so.



**GT&C ISSUE 8: WHAT IS A REASONABLE INTERVAL TO RESPOND TO NOTICE OF NON-PAYMENT IN THE MANNER REQUIRED UNDER THE AGREEMENT?**

**Agreement Reference: GT&C Section 9.3**

**Q. MS. MANDELL ASSERTS (P. 20) THAT TEN BUSINESS DAYS IS TOO SHORT A PERIOD TO AUDIT A BILL. HOW DOES SBC MISSOURI RESPOND?**

A. It does not appear that Ms. Mandell understands SBC Missouri's proposal on this issue. Ten business days may indeed be too short a time in order to properly audit a bill. However, when one considers that SBC Missouri's proposal actually would allow Level thirty (30) calendar days from the invoice date *plus* an additional ten business days to formally dispute the charges, it is difficult to understand why Level 3 is objecting to SBC Missouri's language. What Ms. Mandell is asking for is thirty calendar days beyond the invoice due date, which itself is thirty days from the invoice date, in order for Level 3 to have enough time to properly audit their bills and file a proper dispute. This is unacceptable considering that bills are due 30 days from invoice date and Level 3 should be able to analyze and dispute their bills by then.

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

A. Yes.