

**CASE NO. TO-2006-0299**  
**MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET**  
**ARTICLE XII: NUMBER PORTABILITY**

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
RESOLVED	1	1.0 – 6.0	<p><b>1.0 PROVISION OF LOCAL NUMBER PORTABILITY – PERMANENT NUMBER PORTABILITY</b></p> <p><b>1.1 CenturyTel and Socket shall provide to each other, on a reciprocal basis, Permanent Number Portability (PNP) in accordance with requirements of the Act.</b></p> <p><b>2.0 DEFINITIONS</b></p> <p><b>2.1 For purposes of this Section, the following definitions apply:</b></p> <p><b>2.1.1 Coordinated Hot Cut – a combined simultaneous effort between local service providers to perform the completion of a local service request order.</b></p> <p><b>2.1.2 Donor Party – The Donor Party is the party receiving the number port request and is relinquishing the ported number.</b></p> <p><b>2.1.3 Local Routing Number – is a ten (10) digit number that is assigned to the network switching elements for the routing of calls in the network.</b></p> <p><b>2.1.4 “Permanent Number Portability” (PNP) is a long-term method of providing LNP using LRN.</b></p>	<p>Permanent Number Portability (“PNP”) is a critical component of local competition. Both Socket and CenturyTel have taken the steps necessary to fully implement PNP in the areas they serve. PNP is in effect in ILEC exchanges all over Missouri, and Socket is prepared to do its part to fully implement PNP solutions. Socket’s contract language memorializes the terms and conditions for PNP, and ensures that implementation is not delayed. Socket’s language is consistent with what has been approved by the Commission in recent arbitration decisions. Moreover, the detailed language advocated by Socket will reduce the likelihood of disputes arising between the parties regarding PNP requirements.</p>	<p>1.0 PROVISION OF LOCAL NUMBER PORTABILITY – PERMANENT NUMBER PORTABILITY</p> <p>1.1 CenturyTel and Socket shall provide to each other, on a reciprocal basis, Permanent Number Portability (PNP) in accordance with requirements of the Act.</p> <p><b>2.0 DEFINITIONS</b></p> <p>2.1 For purposes of this Section, the following definitions apply:</p> <p>2.1.1 Coordinated Hot Cut – a combined simultaneous effort between local service providers to perform the completion of a local service request order.</p> <p>2.1.2 Donor Party – The Donor Party is the party receiving the number port request and is relinquishing the ported number.</p>	<p>This issue has now been resolved. CenturyTel and Socket have agreed to the language shown.</p>

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			<p><b>2.1.5 Recipient Party – The Recipient Party is the Party initiating the number port request and is receiving the ported number.</b></p> <p><b>2.1.6 Unconditional Ten Digit Trigger Method (TDT) – TDT is an industry defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Switch to be done autonomously from the work at the Donor Switch resulting is less downtime to the end–user.</b></p> <p><b>3.0 LOCATION ROUTING NUMBER – PERMANENT NUMBER PORTABILITY (LRN-PNP)</b></p> <p><b>3.1 Each of the Party’s End Office switches is LRN-PNP capable.</b></p> <p><b>3.2 Requirements for LRN-PNP</b></p> <p><b>3.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such,</b></p>		<p>2.1.3 Local Routing Number - is a ten (10) digit number that is assigned to the network switching elements for the routing of calls in the network.</p> <p>2.1.4 “Permanent Number Portability” (PNP) is a long-term method of providing LNP using LRN.</p> <p>2.1.5 Recipient Party – The Recipient Party is the Party initiating the number port request and is receiving the ported number.</p> <p>2.1.6 Unconditional Ten Digit Trigger Method (TDT) – TDT is an industry defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Switch to be done autonomously from the work at the</p>	

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			<p>the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.</p> <p><b>4.0 ORDERING</b></p> <p><b>4.1 Ordering for Number Ports will be initiated via Local Service Requests (LSR). Socket may submit orders for porting of numbers via CenturyTel’s current web-based ordering system or other system that is developed based on Ordering and Billing Forum (OBF) recommendations.</b></p> <p><b>4.1.1 An LSR may contain requests to port more than a single number.</b></p> <p><b>4.1.2 The LSR will have a requested due date that is not less than the standard provisioning intervals set forth in this Agreement.</b></p> <p><b>4.2 Additional Requirements for Socket to Request Coordinated Hot Cuts</b></p> <p><b>4.2.1 Until an electronic system for scheduling CHCs is developed, Socket will submit an LSR that includes a requested time.</b></p> <p><b>4.2.2 If the requested time is not</b></p>		<p>Donor Switch resulting is less downtime to the end-user.</p> <p><b>3.0 LOCATION ROUTING NUMBER – PERMANENT NUMBER PORTABILITY (LRN-PNP)</b></p> <p>3.1 Each of the Party’s End Office switches is LRN-PNP capable.</p> <p>3.2 Requirements for LRN-PNP</p> <p>3.2.1 The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC</p>	

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			<p><b>acceptable to CenturyTel, CenturyTel will reject the order and indicate the reason for the reject is that the requested port time is not acceptable.</b></p> <p><b>4.2.3 Upon receiving the rejected order, Socket will contact CenturyTel’s Network Operations Center to schedule the time for the CHC.</b></p> <p><b>4.2.4 If CenturyTel is unable to schedule the CHC within 24 hours of the provisioning interval, no charges shall apply to the CHC.</b></p> <p><b>4.2.4.1 Within 10 days of the effective date of this agreement, CenturyTel shall provide the contact information for this center as well as additional contact information for Socket to use when number port related issues must be escalated.</b></p> <p><b>4.2.5 Socket will then supplement the LSR with the agreed upon time.</b></p> <p><b>4.3 The Donor Party may request the scheduled port date be changed or the 10 digit unconditional trigger to remain in place via a supplement order.</b></p> <p><b>4.4 The Donor Party may cancel a number port via a supplemental order.</b></p>		<p>Orders or Industry agreed upon practices.</p> <p><b>4.0 ORDERING</b></p> <p>4.1 Ordering for Number Ports will be initiated via Local Service Requests (LSR). Socket may submit orders for porting of numbers via CenturyTel’s current web-based ordering system or other system that is developed based on Ordering and Billing Forum (OBF) recommendations.</p> <p>4.1.1 An LSR may contain requests to port more than a single number.</p> <p>4.1.2 The LSR will have a requested due date that is not less than the standard provisioning intervals set forth in this Agreement.</p> <p>4.2 Additional Requirements for Socket to Request</p>	

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			<p><b>4.5 CenturyTel may fax or e-mail requests for number port to Socket.</b></p> <p><b>4.6 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time a clean LSR is received. A clean LSR is an LSR that is not rejected.</b></p> <p><b>4.7 For the purposes of this Attachment, the Recipient Party may request to use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects (“projects”), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.</b></p> <p><b>5.0 REQUIREMENTS FOR PNP</b></p> <p><b>5.1 Cut-Over Process</b></p> <p><b>5.1.1 TDT Cut-Overs</b></p> <p><b>5.1.1.1 Where technically feasible, both Parties will use the PNP-LRN Cut-Overs, which relies upon the 10-</b></p>		<p>Coordinated Hot Cuts</p> <p>4.2.1 Until an electronic system for scheduling CHCs is developed, Socket will submit an LSR that includes a requested time.</p> <p>4.2.2 If the requested time is not acceptable to CenturyTel, CenturyTel will reject the order and indicate the reason for the reject is that the requested port time is not acceptable.</p> <p>4.2.3 Upon receiving the rejected order, Socket will contact CenturyTel’s CLEC Group to schedule the time for the CHC.</p> <p>4.2.4 If CenturyTel is unable to schedule the CHC within 24 hours of the provisioning interval, no charges shall apply to the CHC.</p>	

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			<p><b>digit unconditional trigger method for porting numbers.</b></p> <p><b>5.1.1.2 The Donor Party agrees to set the 10 digit unconditional trigger by 12:01am of the scheduled due date for the port.</b></p> <p><b>5.1.1.3 The Donor Party agrees to remove the 10 digit unconditional trigger after 11:30 pm of the scheduled due date for the port unless the Recipient Party requests otherwise.</b></p> <p><b>5.1.2 Coordinated Hot Cut</b></p> <p><b>5.1.2.1 Prior to the requested time, the Recipient Party will place a port order with NPAC for the number port. Prior to the requested time, the Donor Party shall concur in that Order.</b></p> <p><b>5.1.2.2 At or after the requested time on the LSR, the Recipient Party shall contact the Donor Party to initiate the porting process.</b></p> <p><b>5.1.2.3 Each Party will perform the necessary technical functions to ensure the port is completed with minimal customer down time.</b></p> <p><b>5.1.2.4 Both Parties shall remain on the phone until the porting process is</b></p>		<p>4.2.4.1 Within 10 days of the effective date of this agreement, CenturyTel shall provide the contact information for this center as well as additional contact information for Socket to use when number port related issues must be escalated.</p> <p>4.2.5 Socket will then supplement the LSR with the agreed upon time.</p> <p>4.3 The Donor Party may request the scheduled port date be changed or the 10 digit unconditional trigger to remain in place via a supplement order.</p> <p>4.4 The Donor Party may cancel a number port via a supplemental order.</p> <p>4.5 CenturyTel may fax or e-mail requests for number port to Socket.</p> <p>4.6 Both Parties agree to provide a Firm Order</p>	

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			<p><b>complete.</b></p> <p><b>5.1.2.5 Both Parties shall provide for number portability via a CHC from 7 a.m. CST to 9p.m on CST, Monday through Friday.</b></p> <p><b>6.0 OBLIGATIONS OF PARTIES</b></p> <p><b>6.1 Both Parties shall adhere to Due Date Intervals set forth in this Agreement.</b></p> <p><b>6.2 Limitations of Service</b></p> <p><b>6.2.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time) under this Agreement. The term “Official Communications Service (OCS)” means the internal telephone numbers used by CenturyTel or Socket.</b></p> <p><b>6.2.2 Telephone numbers can be ported as a basic network offering only within CenturyTel rate centers as approved by the State Commission.</b></p>		<p>Confirmation (FOC) to the Recipient Party within 48 hours from the time a clean LSR is received.</p> <p>4.7 For the purposes of this Attachment, the Recipient Party may request to use a project management approach for the implementation of LSRs for large quantities of ported numbers or for complex porting processes. With regard to such managed projects (“projects”), the parties may negotiate implementation details such as, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.</p> <p><b>5.0 REQUIREMENTS FOR PNP</b></p> <p><b>5.1 Cut-Over Process</b></p> <p><b>5.1.1 TDT Cut-Overs</b></p> <p>5.1.1.1 Where technically</p>	

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			<p><b>“Porting within rate centers” refers to the physical location of the end user. If the end user changes his physical location from one rate center to another, he may not retain his telephone number (which indicates the old rate center) as a basic network (non FX) offering. An end user may retain his phone number assignment when moving from one rate center to another by receiving tariffed Foreign Exchange service from his new service provider or by the use of a Tariffed “Remote Call Forwarding” offering from his new service provider.</b></p> <p><b>6.2.3 Each Party shall permit telephone numbers associated with Remote Call Forwarding to be ported.</b></p> <p><b>6.3 The Parties operate under a Blanket Letter of Authorization that confirms the party will only submit orders to port a number(s) for which it has proper authorization from its end user customer. Neither party may require proof of end-user authorization as a condition of porting a customer number.</b></p> <p><b>6.4 PORTING OF DID BLOCK NUMBERS</b></p> <p><b>6.4.1 CenturyTel and Socket shall</b></p>		<p>feasible, both Parties will use the PNP-LRN Cut-Overs, which relies upon the 10-digit unconditional trigger method for porting numbers.</p> <p>5.1.1.2 The Donor Party agrees to set the 10 digit unconditional trigger by close of business, normally 5:00 p.m. Central time, but no later than 11:59 p.m. on the day before the scheduled due date.</p> <p>5.1.1.3 The Donor Party agrees to remove the 10 digit unconditional trigger on the next business day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the CenturyTel CLEC Group, and submitting a supplemental order.</p> <p><b>5.1.2 Coordinated Hot Cut</b></p>	

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			<p><b>offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. If a pilot number is ported another designated number should be selected to remain as the pilot.</b></p> <p><b>6.4.2 CenturyTel and Socket shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.</b></p> <p><b>6.4.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will snap-back to the LERG assigned thousands block holder or the NXX code holder if pooling is being utilized in the rate center.</b></p> <p><b>6.4.4 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.</b></p> <p><b>6.4.5 Each Party shall abide by NANC and the associated industry guidelines for provisioning and implementation processes.</b></p> <p><b>6.4.6 Each Party shall become</b></p>		<p>5.1.2.1 Prior to the requested time, the Recipient Party will place a port order with NPAC for the number port. Prior to the requested time, the Donor Party shall concur in that Order.</p> <p>5.1.2.2 At or after the requested time on the LSR, the Recipient Party shall contact the Donor Party to initiate the porting process.</p> <p>5.1.2.3 Each Party will perform the necessary technical functions to ensure the port is completed with minimal customer down time.</p> <p>5.1.2.4 Both Parties shall remain on the phone until the porting process is complete.</p> <p>5.1.2.5 Both Parties shall provide for number portability via a CHC during normal business hours from 8 a.m. CST to 5 p.m CST, Monday</p>	

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			responsible for the End User’s other telecommunications related items e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User’s telephone number to their switch.		<p>through Friday. Porting outside normal business hours will only be provided with 12 business hours advance notice.</p> <p><b>6.0 OBLIGATIONS OF PARTIES</b></p> <p>6.1 Both Parties shall adhere to Due Date Intervals set forth in this Agreement.</p> <p><b>6.2 Limitations of Service</b></p> <p>6.2.1 Neither Party shall be required to provide number portability for excluded numbers defined by FCC orders, as updated from time to time, e.g., 500 NPAs, 900 NPAs, 950 and 976 NXX number services, OCS NXXs (i.e., numbers used internally by either Party for its business purposes), and others as excluded by FCC rulings issued from time to time) under this Agreement. The term</p>	

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					<p>“Official Communications Service (OCS)” means the internal telephone numbers used by CenturyTel or Socket.</p> <p>6.3 The Parties operate under a Blanket Letter of Authorization that confirms the party will only submit orders to port a number(s) for which it has proper authorization from its end user customer. Neither party may require proof of end-user authorization as a condition of porting a customer number.</p> <p><b>6.4 PORTING OF DID BLOCK NUMBERS</b></p> <p><b>6.4.1</b> CenturyTel and Socket shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. If a pilot number is ported,</p>	

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					<p>Socket must designate one of the remaining numbers as the pilot.</p> <p>6.4.2 CenturyTel and Socket shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers, provided such is consistent with applicable tariffs.</p> <p>6.4.3 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, the ported telephone number will snap-back to the LERG assigned thousands block holder or the NXX code holder if pooling is being utilized in the rate center.</p> <p>6.4.4 Industry guidelines shall be followed regarding all aspects of porting numbers from one network to</p>	

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					<p>another.</p> <p>6.4.5 Each Party shall abide by NANC and the associated industry guidelines for provisioning and implementation processes.</p> <p>6.4.6 Each Party shall become responsible for the End User’s other telecommunications related items e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the End User’s telephone number to their switch.</p>	
Should the ICA permit remote call forwarding numbers to be ported?	2	6.2.3	<b>6.2.3 Each Party shall permit telephone numbers associated with Remote Call Forwarding to be ported.</b>	Socket believes there is no legal or policy reason why telephone numbers associated with Remote Call Forwarding (“RCF”) service cannot be ported as part of PNP. Porting of RCF numbers is technically feasible, and it occurs as part of PNP in other Missouri ILEC territories. Socket is concerned that CenturyTel may attempt to prohibit	<b>6.2.2</b> Telephone numbers can be ported as a basic network offering only within CenturyTel rate centers as approved by the State Commission. "Porting within rate centers" refers to the physical location of the end user. <u>If the end user changes his physical location from one rate center to another, he may not retain his telephone number (which indicates</u>	The Commission should reject Socket’s proposed contract language as overly broad, unduly burdensome, and inconsistent with prevailing federal law. CenturyTel’s obligation, of course, is to provide “number portability” when a customer changes providers. <i>See</i> 47 U.S.C. § 251(b)(2). Number Portability, though, is specifically defined as

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				RCF number porting, so believes it is critical for the ICA to address the issue explicitly.	<u>the old rate center) as a basic network (non FX) offering. An end user may retain his phone number assignment when moving from one rate center to another by receiving Foreign Exchange service from his new service provider or by the use of a "Remote Call Forwarding" offering from his new service provider.</u>  6.2.3Each Party shall permit telephone numbers associated with Remote Call Forwarding to be ported <u>if</u> the number if being forwarded to another number located in the same rate center .	excluding attempts to change the serving location of the customer. In all events, contrary to Socket’s assumption in its proposed language, the service must continue at the same location. The purpose of local number portability is to give consumers more flexibility in changing telephone service providers by removing the deterrent of losing one's telephone number. First Report and Order, Telephone Number Portability, 1996 WL 400225, 11 F.C.C.R. 8352, 11 FCC Rcd. 8352, paragraph 29-30 (rel. July 2, 1996). "Number portability promotes competition by making it less expensive and less disruptive for a customer to switch providers, thus freeing the customer to choose the local provider that offers the best service." First Report & Order, In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 1996 WL 452885, 11 F.C.C.R. 15,499, 4 Communications Reg. (P&F) 1, at n. 11. Local number portability is not designed to allow consumers, including business consumers, to move geographic regions and keep a local telephone number. The Federal Telecommunications Act of 1996 limits its number portability requirements to service provider portability by defining number portability as "the ability of users of telecommunications services to retain, at the same location, existing

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						<p>telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another." 47 U.S.C. Section 153 (30) (emphasis added); see also Cent. Tex. Tel. Co-Op, Inc. v. FCC, 402 F.3d 205, 212 (D.C. Cir. 2005) (describing location portability as "something the commission refused to require."); U.S. Telecomm. Ass'n v. FCC, 400 F.3d 29, 34 (D.C. Cir. 2005) ("The Commission rejected the contention that it had imposed a duty of location portability."); 47 C.F.R. § 52.21(l) (adopting the FTA definition of number portability). Moreover, the FCC has stated that "we believe ... that requiring service or location portability now would not be in the public interest" and that "the disadvantages of mandating location portability outweigh the benefits." First Report and Order, Telephone Number Portability, paragraph 182.</p> <p>In this instance, the number appears local, but is not; it is a number in CenturyTel's switch that is being forwarded, typically via toll, to the actual customer location that is not located in CenturyTel's service area. The porting of these numbers to a customer physically located in another rate center would improperly shift the burden of additional costs on</p>

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						CenturyTel. In any event, Socket’s demand is inappropriate, inconsistent with the law, and should be rejected.
What pricing terms for PNP should be included?  RESOLVED	3	7.0	<b>7.0 PRICING</b>  <b>7.1 Number porting via TDT shall be at no charge on a reciprocal basis.</b>  <b>7.2 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party agrees to pay, for CHC service at the “additional time and material” rates set forth below.</b>  <b>7.2.1 For calculating compensation, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.</b>  <b>7.2.2 Rates for CHC</b>  <b>7.2.2.1 Service Order Charge - \$3.92 per Order. This charge applies per Local Service Request (LSR).</b>  <b>7.2.2.2 CHC – 1<sup>st</sup> Hour - \$42.83</b>  <b>7.2.2.3 CHC - Add’l Quarter Hour - \$10.71.</b>	Socket’s proposal contemplates that, consistent with PNP as it has been implemented by the industry generally, number porting using the Ten Digit Trigger (“TDT”) method should be conducted by both parties without charge to the other party involved. Socket also includes provisions related to porting that occurs as part of the Coordinated Hot Cut (“CHC”) process. CenturyTel uses the CHC process for cutovers, and Socket believes it is reasonable to include these rates as an option when number porting is necessary as part of the cutover.	<b>7.0 PRICING</b>  7.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party agrees to pay, for CHC service at the “additional time and material” rates set forth below.  7.1.1 For calculating compensation, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.  7.1.2 Rates for CHC  7.1.2.1 Service Order Charge - \$3.92 per Order. This charge applies per Local Service Request (LSR).  7.1.2.1CHC – 1 <sup>st</sup>	This issue has been resolved. CenturyTel and Socket have agreed to the language shown.

Key: **Bold language represents language proposed by Socket and opposed by CenturyTel.**  
Underlined language represents language proposed by CenturyTel and opposed by Socket.



**CASE NO. TO-2006-0299**  
**MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET**  
**ARTICLE XII: NUMBER PORTABILITY**

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
					Hour - \$42.84 CHC - Add'l Quarter Hour - \$10.71.	

Key: **Bold language represents language proposed by Socket and opposed by CenturyTel.**  
Underlined language represents language proposed by CenturyTel and opposed by Socket.