BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

CENTURYTEL OF MISSOURI, LLC, and SPECTRA COMMUNICATIONS GROUP, LLC, d/b/a "CENTURYTEL")	
Complainants,)))	CASE NO. IC-2008-0068
v.)	
SOCKET TELECOM, LLC,)	
Respondent.)	

AFFIDAVIT OF CHARLES BRENT STEWART IN SUPPORT OF CENTURYTEL'S JOINT RESPONSE TO SOCKET'S CROSS MOTION FOR SUMMARY DETERMINATION

STATE OF MISSOURI)	
)	SS
COUNTY OF BOONE)	

BEFORE ME, the undersigned authority, personally appeared Charles Brent Stewart, a person whose identity is known to me. After I administered an oath to him, upon oath, he said:

- 1. My name is Charles Brent Stewart. I am an attorney licensed to practice in the State of Missouri. I also am a principal in the law firm of Stewart & Keevil, L.L.C. My business address is: 4603 John Garry Drive, Suite 11, Columbia, Missouri 65203.
- 2. I was engaged by CenturyTel of Missouri, LLC and Spectra Communications Group, LLC d/b/a CenturyTel (collectively, "CenturyTel") to represent and defend CenturyTel in Case No. TC-2007-0341, a post-interconnection dispute proceeding between CenturyTel and Socket Telecom, LLC ("Socket") regarding CenturyTel's local number portability obligations.

The compensation regime applicable to Local Traffic (including local ISP Traffic) was not an issue in the proceeding.

- 3. That notwithstanding, during Opening Statements, Commissioner Clayton asked counsel several background questions regarding the routing and compensation regime applicable to certain types of calls under the parties' Interconnection Agreements ("Agreements"). In one such question, Commissioner Clayton asked Socket's counsel, Carl Lumley, if a call originated and terminated in the same exchange was subject to bill-and-keep or reciprocal compensation. Mr. Lumley responded that he interpreted the Agreements as applying reciprocal compensation to such a call. Somewhat caught off guard, I agreed with Mr. Lumley's characterization as follows: "Yeah, I'd agree with that."
- 4. However, the compensation regime specifically applicable to Local Traffic (including local ISP Traffic) under the Agreements was not an issue in the number porting proceeding, and as such, I had not thought it necessary nor had I previously analyzed the specific provisions of the Agreements regarding intercarrier compensation for Local Traffic. Moreover, I was not in any way involved with and did not represent CenturyTel in its earlier Commission proceedings with respect to the Agreements. Specifically, at the time of the above-referenced hearing, I was not aware that the Agreements were intentionally silent as to a compensation regime applicable to Local Traffic. Nor was I aware, at the time, that CenturyTel has consistently interpreted the Agreements as not requiring either party to pay the other for terminating Local Traffic (including local ISP Traffic). Again, I did not have reason to investigate or review these intercarrier compensation provisions with respect to Local Traffic, or CenturyTel's position thereon, given that the compensation regime applicable to Local Traffic

was not an issue in the number porting case. Thus, in agreeing at the hearing with Mr. Lumley's legal interpretation of the Agreements, I made an inadvertent error.

FURTHER AFFIANT SAITH NOT.

Charles Brent Stewart

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this

day of February, 2008.

Notary Public in the

KRISTY JONES BRYANT
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
Commission # 06545913
My Commission Expires: Jan. 23, 20

My Commission Expires: