

Exhibit No.:

Issue(s): Article XVI: White Pages --
Directory Listings

Witness: Scott Feder

Type of Exhibit: Rebuttal Testimony

Sponsoring Party: CenturyTel of Missouri,
LLC and Spectra Communications Group,
LLC d/b/a CenturyTel

Case No.: TO-2006-0299

Date Testimony Prepared: April 6, 2006

REBUTTAL TESTIMONY

OF

SCOTT FEDER

**ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA
COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

CASE NO. TO-2006-0299

OF THE STATE OF MISSOURI

PETITION OF SOCKET TELECOM, LLC)
FOR COMPULSORY ARBITRATION OF)
INTERCONNECTION AGREEMENTS)
WITH CENTURYTEL OF MISSOURI, LLC)
AND SPECTRA COMMUNICATIONS, LLC)
PURSUANT TO SECTION 252(b)(1) OF)
THE TELECOMMUNICATIONS ACT OF)
1996)

CASE NO. TO-2006-0299


STATE OF LOUISIANA

PARISH OF OUACHITA

AFFIDAVIT OF SCOTT FEDER


I, Scott Feder, of lawful age and being duly sworn, state:

1. My name is Scott Feder. I am presently Director for CenturyTel Service Group, LLC.
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.



Scott Feder

Subscribed and sworn to before this 4th day of April, 2006.



CHARLES H. FOSTER Notary Public
#022888

My Commission expires: AT DEATH

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1 **REBUTTAL TESTIMONY OF**
2 **SCOTT FEDER**

3 **ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND**
4 **SPECTRA COMMUNICATIONS GROUP, LLC**

5 **I.**
6 **INTRODUCTION**

7 **Q. PLEASE STATE YOUR NAME.**

8 A. Scott Feder.

9 **Q. ARE YOU THE SAME SCOTT FEDER THAT FILED DIRECT TESTIMONY IN**
10 **THIS CASE?**

11 A. Yes.

12 **Q. WHAT ISSUES DO YOU DISCUSS IN YOUR REBUTTAL TESTIMONY?**

13 A. I rebut Socket testimony from John A. Dupuy regarding the inclusion of non-regulated
14 directory services within the ICA, as well as Mr. Dupuy's testimony regarding the
15 processes available from CenturyTel for handling Socket's white pages listings.

16 **II.**
17 **CLASSIFIED LISTINGS**

18 **ISSUE 1: Should CenturyTel be obligated to provide classified listings to Socket's**
19 **business customers at no charge?**

20 **Q. WHAT IS THE NATURE OF THE DISPUTE REGARDING CLASSIFIED**
21 **LISTINGS?**

22 A. Socket has asserted, through Mr. Dupuy's direct testimony, that CenturyTel is unwilling
23 to provide free classified listings for Socket's business customers within CenturyTel's
24 directories. *See Dupuy Dir. at 4:26 – 5:2.* What Socket ignores is that CenturyTel's own
25 business customers, in effect, pay for the classified listing as a part of the tariff for the B1
26 (or business) class of service. *See Feder Dir. at 4:18—5:4.* Giving free classified listings
27 to Socket customers would be inconsistent with CenturyTel's treatment of its own retail
28 customers. Moreover, classified listings are not regulated by Section 251/252.

1 Therefore, CenturyTel has no obligation to provide yellow pages listings, and yellow
2 pages should not be addressed in the ICA. Because this is not a Section 251/252 item, it
3 should not be arbitrated in this proceeding. CenturyTel is required by law to provide
4 directory listings, which are defined in the FCC's First Report and Order as "information:
5 (1) identifying the listed names of subscribers of a telecommunications carrier and such
6 subscriber's telephone numbers, addresses, or primary advertising classifications (as such
7 classifications are assigned at the time of the establishment of such service), or any
8 combination of such listed names, numbers, addresses or classifications; and (2) that the
9 telecommunications carrier or an affiliate has published, caused to be published, or
10 accepted for publication in any directory format." CenturyTel has met this obligation,
11 which as noted above does not require CenturyTel to provide yellow page listings nor any
12 listing above and beyond that which it provides to its own customers.

13 Finally, although Socket has repeatedly attempted in this proceeding to impose
14 upon CenturyTel obligations placed upon AT&T in the M2A2, in this case, Socket is
15 demanding things from CenturyTel that are even greater than those required of AT&T in
16 the M2A2. *See* Attachment 19 to the M2A2, attached as Schedule SF-1.

17 **Q. WHY SHOULD YELLOW PAGES NOT BE ADDRESSED IN THE ICA?**

18 A. Simply put, yellow pages are non-regulated directory services and are more appropriately
19 addressed in a separate Directory Services Agreement. *See* Feder Dir. at 5:5 – 5:10. In
20 fact, CenturyTel has entered into a separate Directory Services Agreement with Socket in
21 the past.

22 **Q. IS CENTURYTEL PREPARED AT THIS TIME TO ENTER INTO A**
23 **DIRECTORY SERVICES AGREEMENT WITH SOCKET THAT ADDRESSES**
24 **CLASSIFIED LISTINGS FOR SOCKET'S BUSINESS CUSTOMERS?**

25 A. Yes. CenturyTel has never been opposed to negotiating a separate Directory Services

1 Agreement that addresses non-regulated directory services with Socket. As noted above,
2 CenturyTel and Socket executed a Directory Services Agreement in the spring of 2005
3 which provided for Socket's business customers to receive a classified listing.

4 **III.**
5 **HANDLING OF DIRECTORY LISTINGS**

6 **ISSUE 4: What is the proper process for the submission of listings information and**
7 **the related process associated with the nature, format, time frames, and costs for**
8 **listings verification reports?**

9 **Q. WHAT IS THE ISSUE WITH RESPECT TO THE HANDLING OF SOCKET'S**
10 **CUSTOMER LISTINGS?**

11 A. Mr. Dupuy's testimony incorrectly implies that CenturyTel is unwilling to retain Socket's
12 customer information in CenturyTel's listings database and that CenturyTel intends to
13 purge those customer listings. *See Dupuy Dir. at 6:2 – 6:4.*

14 **Q. HOW IS MR. DUPUY'S TESTIMONY INCORRECT?**

15 A. CenturyTel has extended two options to Socket for handling of Socket's customer listings
16 information. First, Socket may choose to handle the listings through the DSR Process in
17 accordance with OBF standards and at the rates set forth in the exhibit pertaining to
18 directory services. Alternatively, Socket may choose to provide a one-time feed of its
19 customer listings information. In the event, and ONLY in the event Socket chooses the
20 one-time feed option, CenturyTel would be required to purge Socket's previously
21 submitted customer listings. *See Feder Dir. at 8:1 – 8:20.*

22 **Q. WHY WOULD CENTURYTEL NEED TO PURGE SOCKET'S LISTINGS**
23 **USING THE ONE-TIME FEED PROCESS?**

24 A. As a practical matter, if CenturyTel did not purge any previously submitted customer
25 listings information from its database prior to accepting the one-time feed, the system
26 would have any number of duplicate entries.

1 **Q. WOULD CENTURYTEL PURGE SOCKET'S LISTINGS IF SOCKET OPTED**
2 **TO PROVIDE CUSTOMER LISTINGS USING THE DSR PROCESS PER OBF**
3 **STANDARD?**

4 A. No. Those listings would remain in CenturyTel's database. *See* Feder Dir. at 8:16–8:18.

5 **Q. MR. DUPUY'S DIRECT TESTIMONY INDICATES THAT CENTURYTEL'S**
6 **MANUAL PROCESS IS PRONE TO ERRORS. SEE DUPUY DIR. AT 7:7 – 7:11.**
7 **IS THAT TRUE?**

8 A. As with any manual keying process, there are bound to be keying errors, but that is one
9 reason why CenturyTel offers the option of either the one-time feed, where the listings
10 information is taken directly from Socket rather than re-keyed by CenturyTel.
11 Additionally, CenturyTel is willing to provide a galley proof for Socket's review and
12 correction prior to the publication of a directory in order to correct keying errors resulting
13 from the manual DSR process.

14 **Q. SOCKET HAS STATED THAT ABOUT 50% OF SOCKET'S LISTINGS WERE**
15 **MISSING FROM CENTURYTEL'S DATABASE, THAT 20% OF THE LISTINGS**
16 **THAT WERE NOT MISSING CONTAINED ERRORS, AND THAT MANY**
17 **UNPUBLISHED NUMBERS WERE PUBLISHED. SEE DUPUY DIR. AT 7:7 –**
18 **7:11. WHAT IS CENTURYTEL'S POSITION REGARDING THE OMISSIONS**
19 **AND ERRORS?**

20 A. A significant number of the errors, either incorrect data or published listings that should
21 have been unpublished, were the result of Socket's failure to properly fill out the DSR
22 process forms.

23 **Q. CAN YOU GIVE AN EXAMPLE OF HOW SOCKET FAILED TO PROPERLY**
24 **FILL OUT THE DSR FORMS?**

25 A. Sure. In some instances, Socket only submitted an LSR, but failed to submit the DSR
26 page. In other instances, Socket failed to populate certain fields on the form that would
27 have triggered the system to flag the listing as unpublished. For example, the "ERL"
28 field, which is used to instruct CenturyTel to convert a listing "as-is" was not populated
29 with either a "Y" or "N". Consequently, a customer who was unpublished in CenturyTel

1 would be processed as “published” since there was no instruction to convert “as-is.”
2 Socket apparently used the “remarks” section of the form to communicate such
3 information. This was improper.

4 **Q. MR. DUPUY COMPLAINS THAT CENTURYTEL’S PROCESS IS POORLY**
5 **DOCUMENTED. SEE DUPUY DIR. AT 7:13 – 7:16. DO YOU AGREE?**

6 A. No. Mr. Dupuy acknowledges that the forms supplied by CenturyTel are consistent with
7 ATIS standards. See Dupuy Dir. at 7:16. Additionally, CenturyTel’s ordering process is
8 described in the Service Ordering Guide, which is located on both CenturyTel’s website
9 and CenturyTel’s Carrier Relations website. Further, when a CLEC is set up with
10 CenturyTel to place orders, CenturyTel goes over that information in the initial session.
11 Finally, when a CLEC places an order through the website ordering system, the CLEC
12 representative can place the cursor over a field on the LSR/DSR. The system is designed
13 to provide a description of the field as a tool to assist the CLEC in properly completing
14 the ordering forms.

15 **Q. SOCKET HAS STATED THAT THEY HAVE 67 LISTINGS IN CENTURYTEL**
16 **TERRITORIES. SEE DUPUY DIR. AT 8:5 – 8:6. IS THAT ACCURATE?**

17 A. No. CenturyTel’s records reflect that Socket has approximately 100 listings, with 87 of
18 those listings in Columbia.

19 **Q. MR. DUPUY TESTIFIES THAT SOCKET WOULD BE AT A DISTINCT**
20 **COMPETITIVE DISADVANTAGE IF CENTURYTEL DECIDES TO PURGE**
21 **SOCKET’S LIST FROM CENTURYTEL’S DATABASE ONCE THOSE**
22 **LISTINGS HAVE APPEARED IN CENTURYTEL’S PHONE BOOK. SEE**
23 **DUPUY DIR. AT 10:21 – 111:2. IS THAT AN ACCURATE REPRESENTATION**
24 **OF CENTURYTEL’S PROPOSAL?**

25 A. No. As I’ve testified above, CenturyTel would have to purge any existing Socket listings
26 should Socket choose the one-time feed in order to avoid duplicate entries. CenturyTel
27 would not, however, purge any Socket listings after that point as the listings submitted

1 via the one-time feed are never included in CenturyTel's database. This initial one-time
2 purge is necessary because CenturyTel currently has a partial list of Socket entries from
3 data sent in 2005. For example, as CenturyTel was preparing to publish the July 2006
4 edition of its Columbia directory, it discovered that Socket had failed to send all of its
5 listings for the directory.

6 If Socket opts to provide listings information to CenturyTel via the DSR process
7 per OBF standard, then Socket's listings will remain in CenturyTel's database until such
8 time as Socket submits an update.

9 Socket's complaints about CenturyTel's methods for relaying directory listings to
10 third parties are unfounded because Section 251/252 does not require CenturyTel to
11 provide Socket's listings to third parties. Therefore, should Socket want this service
12 provided by CenturyTel, it must negotiate such an arrangement outside of the context of a
13 section 251/252 interconnection agreement. Because this is not a Section 251/252 item,
14 it cannot be arbitrated in this proceeding.

15 **IV.**
16 **CONCLUSION**

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

18 **A. Yes.**

ATTACHMENT 19: WHITE PAGES - OTHER (WP-O)

This Attachment 19: White Pages-Other (WP-O), to the Agreement sets forth SBC MISSOURI' and CLEC's agreement to the following terms and conditions for the printing and distribution of White Pages directories in facilities based as well as unbundled Network Elements environments.

1.0 INTRODUCTION

- 1.1 SBC MISSOURI publishes White Pages directories for geographic local service areas in which CLEC provides local exchange telephone service in the same area(s), and CLEC wishes to include listings information for its customers in the appropriate SBC MISSOURI White Pages directories.
- 1.2 CLEC also desires distribution to CLEC's Customers of the White Pages directories that include listings of CLEC's customers.
- 1.3 SBC MISSOURI will make available to CLEC, for CLEC Customers, non-discriminatory access to White Pages directory listings, as described in Section 2 of this Attachment.

2.0 SERVICE PROVIDED

- 2.1 Subject to Applicable Law and any publishing company requirements regarding the provision of White Page directories, SBC MISSOURI will include in appropriate White Pages directories the primary alphabetical listings of all CLEC end users located within the local directory scope. The rules, regulations and publishing company requirements are subject to change from time to time. When CLEC provides its subscriber listing information to SBC MISSOURI's listings database, CLEC will receive for its retail end users, one primary listing in SBC MISSOURI's White Pages directory and a listing in SBC MISSOURI's directory assistance database.
 - 2.1.1 Where a CLEC retail end user requires foreign, enhanced or other listings in addition to the primary listing to appear in the White Pages directory, SBC MISSOURI will assess CLEC a monthly charge for such listings at SBC MISSOURI tariff rates. An additional monthly charge at SBC MISSOURI's tariff rate applies when CLEC wishes to list a retail end user in SBC MISSOURI's Directory Assistance database but does not wish to have its retail end user listed in SBC MISSOURI's White Pages directory. In addition, CLEC may elect to have its retail end user unlisted and the listing not published in SBC MISSOURI's White Pages directory for a monthly charge at SBC MISSOURI' tariff rate Resale Rates for those non-published, non-listed services.
 - 2.1.2 Switched-based CLECs are billed at the retail tariff rates for a twelve (12) month period at the time the directory is published for additional, foreign, and enhanced listings, as well as Non-Published service CLECs will be notified via Accessible Letter should the billing process change.
- 2.2 CLEC will furnish to SBC MISSOURI subscriber listing information pertaining to CLEC end users located within the local directory scope, along with such additional information as SBC MISSOURI may require to prepare and print the alphabetical listings of said directory
- 2.3 CLEC will provide its subscriber listing information of its subscribers to SBC MISSOURI via a mechanical or manual feed of the directory listing information to SBC MISSOURI' Directory Listing database. SBC MISSOURI will accept listing information from CLEC according to the manual and mechanized listing methods, procedures, and ordering instructions provided via the CLEC Online web site. CLEC agrees to submit all listing information via only a mechanized process within six (6) months of the effective date of this

Attachment, or upon CLEC reaching a volume of two hundred listing updates per day, whichever comes first. Notwithstanding the foregoing, CLEC may continue to manually submit directory listing information for complex caption sets with two (2) or greater degrees of indent. Both parties will use commercially reasonable efforts to ensure the accuracy of the submission and processing of the listing updates. CLEC's subscriber listings will be interfiled (interspersed) in the directory among SBC MISSOURI's subscriber listing information. CLEC will submit listing information within three (3) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the Directory Assistance database or the directory listing of a retail end user. SBC MISSOURI shall process CLEC orders for updates to subscriber listing information within three (3) Business Days of receipt. CLEC must submit all listing information intended for publication by the directory close date.

- 2.4 SBC MISSOURI will provide electronic directory listing verification to CLEC through the Web Listing Lookup on the SBC CLEC Online website. Upon request, SBC MISSOURI will provide daily electronic directory listing verification via SBC MISSOURI's White Page listing systems at no charge to CLEC. Each report will reflect CLEC subscriber directory listings successfully process on the previous workday. Information for directory listing verification is located on the SBC CLEC Online website.
- 2.4.1 In addition, at least sixty (60) calendar days prior to the business office close date for a particular directory, SBC MISSOURI will provide CLEC, upon request, an electronic verification report, in directory appearance format, of all subscriber listings, containing the listing information that will appear in the directory. CLEC will make its request for this report at least eighty (80) days prior to the Business Office Close Date for a particular directory. SBC MISSOURI will accept standing requests for this report on those White Page directories specified by CLEC.
- 2.4.2 A CLEC specific directory listing verification list, in a fielded data validation format, also is available upon request by the CLEC at least eighty (80) days prior to the Business Office Close Date for a particular directory. This listing shall contain only CLEC's subscribers, and shall be in electronic delimited text format or equivalent format that may be electronically searched and sorted. CLEC will review this electronic verification list and will submit any necessary additions, deletions or modifications to SBC MISSOURI via the appropriate directory listing correction process no less than thirty (30) days prior to the SBC MISSOURI Business Office Close date for that directory, provided that SBC MISSOURI made the electronic verification list available to CLEC in a timely manner as specified above.
- 2.5 Publication schedules for the White Pages: CLEC can access, via the SBC CLEC Online website, the directory close dates for areas where CLEC is providing local service. SBC MISSOURI will provide directory schedule updates, including the directory schedule for a new calendar year, within fourteen (14) calendar days of the publisher's notification to SBC MISSOURI of the schedule or update, but not later than thirty (30) calendar days prior such changes becoming effective.
- 2.6 Each CLEC subscriber will receive one copy per primary retail end user listing, as provided by CLEC, of SBC MISSOURI's White Pages directory in the same manner and at the same time that they are delivered to SBC MISSOURI subscribers during the annual delivery of newly published directories.
- 2.6.1 SBC MISSOURI will deliver one copy per primary retail end user listing of SBC MISSOURI's White Pages, as described in Section 2.6 above, at no charge. SBC MISSOURI has no obligation to warehouse White Pages directories for CLEC or provide White Pages directories to CLEC's retail end users subsequent to the annual distribution of newly published directories. CLEC may arrange for additional directory distribution services with SBC MISSOURI's directory publishing affiliate, pursuant to terms and conditions agreed to by the publisher and CLEC.

- 2.7 At its option, CLEC may purchase one (1) information page (Customer Guide Pages) in the informational section of the SBC MISSOURI White Pages directory covering the geographic area(s) it is serving. This page will be in alphabetical order with other local service providers and will be no different in style, size, color and format than SBC MISSOURI information pages. Sixty (60) calendar days prior to the directory close date, CLEC will provide to SBC MISSOURI the information page(s) in camera ready format. SBC MISSOURI will have the right to approve, and, with CLEC's agreement, SBC MISSOURI may, but is not required to, revise the format and content of such information page. See Appendix Pricing, Schedule of Prices, for rates associated with the Information Page.
- 2.8 SBC MISSOURI will include CLEC specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" information page, in alphabetical order along with other local service providers, at no charge. The space available to CLEC on such page will be a minimum size of: 4 column directories = 1 1/2" by 3 1/8", 3 column directories = 2" by 3", 2 column directories = 1 1/5" by 2 1/5" or the equivalent size as other local service providers listed in the same section. In order to have such information published, sixty (60) calendar days prior to directory close date CLEC will provide SBC MISSOURI the information, including CLEC's logo, to be published on the information page according to the instructions provided on SBC CLEC Online website. Any changes to these instructions will be communicated to CLEC prior to the change through an Accessible Letter. (CLEC will be limited to a maximum one representation in any single edition of a SBC MISSOURI White Pages directory under either this Subsection or Appendix White Pages (WP) – Resale to this Agreement).

3.0 USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 SBC MISSOURI agrees to serve as the single point of contact for all independent and Third Party directory publishers who seek to include CLEC's subscriber listing information in an area directory, and to handle the CLEC's subscriber listing information in the same manner as SBC MISSOURI's subscriber listing information. In exchange for SBC MISSOURI serving as the single point of contact and handling all subscriber listing information equally, CLEC authorizes SBC MISSOURI to include and use the CLEC subscriber listing information provided to SBC MISSOURI pursuant to this Attachment in SBC MISSOURI's White Pages directory, SBC MISSOURI's Directory Assistance databases, and to provide CLEC subscriber listing information to directory publishers. Included in this authorization is the release of CLEC listings to requesting competing carriers as required by Section 271(c)(2)(B)(vii)(II) and to directory publishers as required in Section 251(b)(3) and any applicable regulations and orders. Also included in this authorization is SBC MISSOURI's use of CLEC's subscriber listing information in SBC MISSOURI's directory assistance, directory assistance related products and services, and directory publishing products and services. CLEC's subscriber listing information will remain the property of CLEC, and CLEC will be responsible for the billing and collection of any license fees or compensation for CLEC listings to third party publishers and others receiving listings pursuant to this section. SBC MISSOURI will not bill or collect such license fees on CLEC's behalf. Except as stated herein, SBC MISSOURI will not sublicense, assign, sell or transfer CLEC's subscriber listing information provided hereunder, nor will SBC MISSOURI authorize any other company or any person to use CLEC's subscriber listing information for any other purpose. SBC MISSOURI will take the same measures to guard against unauthorized use of CLEC's listings as SBC MISSOURI takes to protect its own listings from unauthorized use, whether by SBC MISSOURI, its agents, employees or others.
- 3.2 SBC MISSOURI further agrees not to charge CLEC for serving as the single point of contact with independent and third party directory publishers, no matter what number or type of requests are fielded. In exchange for the handling of CLEC Name's subscriber list information to directory publishers, CLEC agrees that it will receive no compensation from SBC MISSOURI for SBC MISSOURI's receipt of the subscriber list information or for the subsequent release of this information to directory publishers. Such CLEC subscriber list information shall be intermingled with SBC MISSOURI's subscriber list information and the subscriber list

information of other companies that have authorized a similar release of their subscriber list information by SBC MISSOURI.

4.0 RATES

Rates associated with this Attachment are in the Appendix Pricing, Schedule of Prices.

5.0 LIABILITY

- 5.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.