

Exhibit No.:
Issue:
Witness: R. Matthew Kohly
Sponsoring Party: Socket Telecom, LLC
Type of Exhibit: Direct Testimony
Case No.: TC-2008-0225

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	Case No. TC-2008-0225
)	
CenturyTel of Missouri, LLC dba)	
CenturyTel and Spectra Communications)	
Group, LLC dba CenturyTel)	
)	
Respondents.)	

DIRECT TESTIMONY OF
R. MATTHEW KOHLY ON BEHALF OF
SOCKET TELECOM, LLC

Carl J. Lumley, #32869
CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.
130 S. Bemiston, Suite 200
Clayton, Missouri 63105
(314) 725-8788
(314) 725-8789 (Fax)
clumley@lawfirmemail.com

ATTORNEYS FOR SOCKET TELECOM, LLC

November 17, 2008

Case No. TC-2008-0225
Direct Testimony: R. Matthew Kohly
On Behalf of Socket Telecom, LLC
November 17, 2008

STATE OF MISSOURI)
)
COUNTY OF BOONE) SS.

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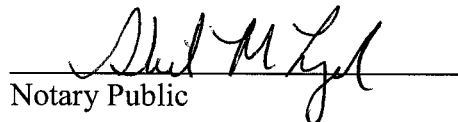
AFFIDAVIT OF R. MATTHEW KOHLY

COMES NOW R. MATTHEW KOHLY, of lawful age, sound of mind and being first duly sworn, deposes and states:

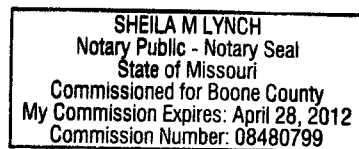
1. My name is R. Matthew Kohly. I am Director – Telecommunications Carrier and Government Relations for Socket Telecom, LLC and employed by its parent corporation Socket Holdings Corporation d/b/a Socket Internet.
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony in the above-referenced case.
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge, information and belief.


R. MATTHEW KOHLY

SUBSCRIBED AND SWORN to before me, a Notary Public, this 17th day of
November, 2008.


Notary Public

(SEAL)



DIRECT TESTIMONY OF
R. MATTHEW KOHLY ON BEHALF OF
SOCKET TELECOM, LLC

1 **Section 1. – Witness Introduction and Qualifications**

2 **Q. Please state your name and address.**

3 A. My name is R. Matthew Kohly. My business address is 1005 Cherry Street,
4 Suite 104, Columbia, MO 65201.

5 **Q. By whom are you employed and what are your responsibilities?**

6 A. I am employed by Socket Holdings Corporation and am assigned to work for
7 Socket Telecom, LLC (“Socket”) as Director – Telecommunications Carrier and
8 Government Relations. In this position, I am responsible for Socket’s relationship
9 with other telecommunications carriers. In this capacity, I work closely with
10 Socket’s operational units to implement the provisions of the many contracts that
11 Socket operates under. I am also responsible for Socket’s regulatory and
12 legislative activities. Socket is a member of the Missouri Telecommunications
13 Industry Association and the Midwest Alliance of Competitive Carriers. I serve as
14 the Vice-President of the latter organization.

15 **Q. Please describe your educational background.**

16 A. I have completed a Master of Science in Agricultural Economics from the
17 University of Missouri – Columbia, as well as a Bachelor of Science in Business
18 Administration also from the University of Missouri -Columbia.

1 **Q. What is your prior work experience?**

2 A. Prior to joining Socket, I was employed by AT&T Corporation from 1998
3 through 2004 in AT&T's Law and Government Affairs Department as State
4 Regulatory Manager and, later, as State Director. In that position I was
5 responsible for the development and implementation of AT&T's regulatory and
6 legislative policies and activities in Missouri. My responsibilities also included
7 providing support for AT&T's entries into various segments of the local exchange
8 market. I also participated in regulatory proceedings, including arbitration
9 proceedings dealing with local interconnection, costing, universal service, access
10 charges, and Section 271 compliance.

11 After working several months as an Energy Economist with the Missouri
12 Department of Natural Resources, I became employed by Sprint/United
13 Management Corporation as a Manager, State Regulatory Affairs. My duties
14 included the development of Sprint Communications Company L.P.'s regulatory
15 policy focusing on issues surrounding competitive market entry, such as TELRIC
16 costing of unbundled network elements, universal service, access charges, and
17 271 proceedings.

18 Prior to that I was employed at the Missouri Public Service Commission as a
19 Regulatory Economist in the Telecommunications Department and, later, on the
20 Commission's Advisory Staff. While in the Telecommunications Department, I
21 assisted in developing Staff's position on issues related to costing, local

1 interconnection and resale, universal service and tariff issues. While serving on
2 the Arbitration Advisory Staff, I advised the Commission on issues arising from
3 mediation and arbitration proceedings filed pursuant to the 1996 Federal
4 Telecommunications Act (“Act” or “TA96”).

5 Through prior employment, I have experience as a statistical analyst, SAS
6 programmer, cost accountant, economics instructor, and research assistant.

7 **Q. Have you previously testified before State Public Utility Commissions?**

8 A. Yes. I have filed written testimony and/or testified before the Missouri Public
9 Service Commission, Montana Public Service Commission, Oklahoma
10 Corporation Commission and the Telecommunications Regulatory Board of
11 Puerto Rico.

12 **Q. Can you describe the company that you are representing?**

13 A. Socket is a relatively small, facilities-based competitive local exchange and
14 interexchange carrier. At present Socket operates in exchanges in Missouri
15 served by AT&T f/k/a SBC, CenturyTel, and Embarq f/k/a Sprint, providing
16 voice and data services to small and medium-sized business customers primarily
17 in the rural areas of the state. In providing these services, Socket uses its own
18 switching and transport facilities as well as transport facilities and loops leased
19 from other companies. Socket also provides telecommunications services to
20 Internet Service Providers, including its affiliate, Socket Internet, as well as
21 several unaffiliated Internet Service Providers. Just recently, Socket began

1 providing residential phone service in the Columbia, MO exchange and is
2 presently evaluating ways to expand that service offering to additional exchanges.

3 **Section 2. – Executive Summary**

4 The overall issue in this complaint concerns how the parties should have
5 transitioned the legacy interconnection arrangements that were in place under
6 prior agreements to meet the requirements of the current Interconnection
7 Agreement (“ICA”) when it became effective. In order to resolve that dispute,
8 there are several underlying disputes that the Commission must resolve.
9 Resolving these disputes should also provide guidance to the companies as they
10 continue to operate under the current ICA.

11 My testimony explains how the companies should be interconnected to meet the
12 requirements of the current ICA, which is that Socket should be interconnected
13 with CenturyTel-Spectra on an indirect basis throughout the state and directly
14 with CenturyTel-MO with initial direct POIs in Wentzville (LATA 520),
15 Columbia (LATA 521), and Branson (LATA 522). Under the current ICA,
16 Socket is required to establish additional direct POIs based upon a methodology
17 that considers the actual traffic exchanged between the parties and the size of the
18 exchange. I explain how Socket measures the actual traffic exchanged to
19 determine when additional direct POIs are required. Using Socket’s

1 measurements, additional POIs should have been established in four other
2 CenturyTel-MO exchanges, which Socket has proposed to do.

3 My testimony then compares how we should be interconnected to how we are
4 actually interconnected with the CenturyTel companies. My testimony also
5 explains why the legacy architecture that remains in place is inconsistent with the
6 requirement of the ICA from both design and management perspectives.

7 I then explain Socket's numerous attempts to migrate to the interconnection
8 architecture consistent with the current ICA. At each step CenturyTel has erected
9 barriers and refused Socket's requests. I also explain that the CenturyTel
10 companies have unilaterally changed the legacy interconnection arrangements by
11 converting them to being governed by intrastate special access tariffs. In doing
12 so, the CenturyTel companies have wrongfully billed Socket for interconnection
13 facilities out of intrastate special access tariffs. This wrongful billing amounts to
14 over \$37,000 per month, which explains their motive for refusing to meet the
15 requirements of the existing ICA.

16 Lastly, my testimony sets out the seven specific disputes that the Commission
17 must resolve in order to resolve this complaint and Socket's proposed resolution
18 to each of these seven disputes.

Section 3. – How Should Socket And the CenturyTel Companies Be Interconnected

Q. Which CenturyTel Companies does Socket currently exchange traffic with?

A. Socket currently exchanges traffic with CenturyTel of Missouri, LLC (“CenturyTel-MO”) and Spectra Communications Group, LLC (“CenturyTel – Spectra”) (collectively “CenturyTel”). Both of these companies are subsidiaries of CenturyTel, Inc. As the two companies are considered separate legal entities, Socket has separate but identical interconnection agreements with each entity (the ICA). A true and accurate copy of one of the agreements is attached hereto as Schedule MK-1. Parts of the ICA were negotiated and parts were arbitrated by the Commission in Case No. TO-2006-0299. The Commission approved the final version of the ICA in that case as well, and the ICA became effective on October 13, 2006. Socket maintains separate interconnection arrangements with each CenturyTel company. I will explain the overall interconnection requirements and then describe how Socket should be interconnected with each company below as well as the additional requirements of interconnection arrangements that are included in our ICA.

Overview of Interconnection Obligations

Q. Under the ICA, how should Socket and CenturyTel be interconnected?

A. Under the ICA, Socket has the right to choose to interconnect on a direct or indirect basis. This is set out in Article V, Section 4.0 and Article V, Section 7.0. Where the parties directly connect for the exchange of traffic, Socket can elect to

1 initially interconnect at a single Point of Interconnection (“POI”)¹ in a LATA (See
2 Article V, Section 4.4 and page 17 of Final Commission Decision in Case No.
3 TO-2006-0299). This direct connection point must be within the CenturyTel
4 franchise territory and must be on its network (See Article V, Section 4.1 and
5 Case No. TO-2006-0299, Final Commission Decision, page 17). Once an initial
6 POI is established, the parties should exchange all traffic originating and
7 terminating within the LATA through that POI until additional POIs are
8 established based upon the requirements of the ICA as explained below.

9 **Q. In the case of direct interconnection, do Socket’s interconnection obligations**
10 **change over time once an initial POI is established in a LATA?**

11 A. Yes. Once the initial direct POI is established, Socket is required to establish
12 additional direct POIs based upon actual traffic volumes exchanged between the
13 parties pursuant to a schedule set forth in Article V, Section 4.3 of our ICA. This
14 schedule was set out by the Commission in its July 27, 2006 NOTICE
15 REGARDING MOTION FOR RECONSIDERATION AND NOTICE OF
16 CLARIFICATION in Case TO-2006-0299.

17 Under this schedule, CenturyTel’s exchanges are classified on a thousand-access-
18 line basis. Exchanges of 1,000 CenturyTel access lines or less are considered
19 Class I exchanges while exchanges of more than 1,000 access lines are Class II

¹ Under Article II, Section 1.98, POI means the physical point that establishes the technical interface, the test point, and the operation responsibility hand-off between CLEC and CenturyTel for the interconnection of their networks.

1 exchanges. Socket is required to establish an additional direct POI in a Class I
2 exchange when the total traffic exchanged with CenturyTel pursuant to this
3 agreement exceeds, “at peak over three consecutive months, a DS1 or 24-
4 channels.”²

5 For Class II exchanges, Socket is required to establish an additional direct POI
6 when the total traffic exchanged with CenturyTel pursuant to this agreement
7 exceeds, “at peak over three consecutive months, a DS1 or 24-channels for each
8 1,000 access lines in the exchange, routed to the nearest 1/10 of a DS1.”³ For
9 example, in a CenturyTel exchange with 2,412 access lines, this threshold is
10 reached when the total traffic covered by this agreement exchanged between
11 Socket and CenturyTel exceeds, at peak over three consecutive months, 2.4 DS1s
12 of traffic to or from an existing POI and that exchange.

13 **Q. Is Socket permitted to reduce the number of direct POIs?**

14 A. Yes. Using the same traffic volume schedule set out above, Socket can remove
15 direct POIs if the volume of traffic falls below the applicable POI thresholds at
16 peak for three consecutive months.

17 **Q. How does Socket measure traffic exchanged between the parties for purposes**
18 **of determining whether the direct POI threshold has been exceeded?**

² Article V, Section 4.3.3 of the ICA

³ Article V, Section 4.3.4 of the ICA

1 A. Socket counts the number of channels or trunks simultaneously in use and
2 records the peak for each month. If at the peak 24 channels were simultaneously
3 used, that means the peak was a DS1 or 24-channels. If the peak for three
4 consecutive months exceeds the POI threshold applicable to that exchange,
5 Socket is obligated to establish a direct POI in that exchange.

6 In order to count the channels simultaneously in use, Socket looks at the number
7 of simultaneous calls being made on the interconnection trunks between
8 CenturyTel and Socket each second during the month. These interconnection
9 trunks carry calls from multiple exchanges. To determine the exchanges these
10 calls are originated from or terminating to, Socket assigns each call to an
11 exchange based upon the originating or terminating NPA-NXX.⁴ Once the calls
12 are assigned to an exchange, Socket counts the maximum number of
13 simultaneously used channels every second. The highest number is the peak for
14 that month. Based upon recent discussions between the parties, Socket evaluates
15 traffic volumes on a quarterly basis and provides information to CenturyTel about
16 where Socket is obligated to establish additional direct POIs.

17 **Q. Why does Socket use this methodology?**

18 A. Socket uses this methodology to comply with the Commission's arbitration
19 decision and the ICA. The Commission's decision setting out the schedule for
20 adding and deleting direct POIs discusses the threshold in terms of a DS1 or 24

⁴ Determining the originating or terminating exchange based upon NPA-NXX is the same way long distance calls are rated. This is also the same way that CenturyTel assigns calls to an exchange when they perform their traffic studies on trunk groups carrying calls from multiple exchanges.

1 channels.⁵ Likewise, the ICA equates a DS1 to 24-channels. In this context, a
2 channel equates a trunk. The focus of the threshold is on channels or trunks as
3 opposed to some other measure such as minutes of use in the busy hour or
4 minutes of use in a month.

5 Also, the language in both the NOTICE REGARDING MOTION FOR
6 RECONSIDERATION AND NOTICE OF CLARIFICATION and the ICA
7 require actual traffic usage to be evaluated. Socket counts the trunks that were
8 used as opposed other measures, which generally try to estimate the number of
9 telephone trunks needed to carry a given amount of traffic.

10 Socket's counting methodology is consistent with the Commission's
11 interpretation of these provisions in Case No. TC-2007-0341, which was a
12 complaint case addressing CenturyTel's and CenturyTel-Spectra's number port
13 obligations. In that case, the Commission found that:

14 The interconnection agreements establish procedures for creation of additional
15 points of direct interconnection based on actual traffic volumes, but under such
16 contract provisions actual traffic volumes are to be determined over time after
17 numbers are ported and are not to be estimated in anticipation of a number port.⁶

18 In that same decision, the Commission specifically rejected methodologies that
19 attempted to estimate the traffic exchanged between the parties based upon

⁵ Case No. TO-2006-0299, *NOTICE REGARDING MOTION FOR RECONSIDERATION AND NOTICE OF CLARIFICATION*, July 27, 2006, pg. 3

⁶ Case No. TC-2007-0341, *Report and Order*, March 26, 2008, pg. 18.

1 statistical studies or estimation techniques such as Erlang tables. Specifically, the
2 Commission stated that, “statistical studies, involving use of Erlang tables, are not
3 relevant (citation omitted). CenturyTel itself does not even act on these tables
4 immediately (citation omitted).”⁷

5 Even if the actual minutes of use exchanged between the parties are examined
6 using statistical studies, Erlang tables, or other estimation techniques, these
7 methodologies are still inappropriate. Such techniques attempt to estimate the
8 number of channels believed to be required based upon inputs such as minutes of
9 use and the percentage of blocking a carrier finds acceptable. Any statistical
10 study of this type is nothing more than an estimation technique.

11 There is no reason to use any estimation technique when actual value can be
12 counted – why guess when you can just count? The Direct Testimony of Steven
13 A. Turner explains the appropriateness of Socket’s methodology and the flaws of
14 estimation techniques such as Erlang tables in this situation.

15 **Q. Now that you have explained the requirements applicable to a direct**
16 **interconnection, can you explain requirements applicable to an indirect**
17 **interconnection arrangement?**

⁷ Ibid. Footnote 70, pg. 18.

1 A. Yes. In the case of an indirect interconnection arrangement, the two companies
2 exchanging traffic are not directly connected. Instead, each company has a POI
3 with a third-party transit provider in the LATA. Traffic is then exchanged
4 through the connections to that that third-party. These matters are addressed in
5 Article V, Section 7.1, and Section 10.1.

6 **Q. Are there additional requirements or restrictions such as the volume of**
7 **traffic that may be exchanged via indirect interconnection?**

8 A. No. Section 7.1 sets out the sole criteria that must be met when the companies
9 indirectly interconnect. That requirement is that each company must have a POI
10 with the third-party.

11 In the arbitration that led to this ICA, the Commission rejected CenturyTel's
12 proposals that would have required Socket to convert from an indirect connection
13 to a direct connection based upon traffic volumes, finding these proposals to be
14 inconsistent with the Telecommunication Act of 1996. Specifically, CenturyTel
15 proposed contract language that would have required Socket to convert from an
16 indirect connection to a direct connection when 1) traffic volumes over an indirect
17 connection reach a DS-1 equivalent or 2) either Party is being charged more than
18 \$500 monthly in transiting charges. CenturyTel's language was rejected and the
19 Commission found that CenturyTel was attempting to "place conditions on

1 Socket's choice of indirect interconnection that are not conducive to Section
2 251(a)(1) and the Commission's interpretation of that section."⁸

3 **Q. Does the ICA place any limits on Socket's ability to choose to interconnect**
4 **indirectly or directly?**

5 A. No. Socket is free to choose the method that best suits its needs, in its discretion.

6 **Interconnection with Socket – CenturyTel-MO**

7 **Q. Focusing on the specific arrangements that should be in place, what**
8 **interconnections should be in place with CenturyTel-MO?**

9 A. Socket has elected to interconnect with CenturyTel on a direct basis via initial
10 POIs in LATA 520 ("St. Louis LATA") in Wentzville, LATA 521 ("Westphalia
11 LATA") in Columbia, and LATA 522 ("Springfield LATA") in Branson. The
12 POIs in Wentzville and Columbia were established under the prior ICA. The
13 parties should exchange all traffic originating and terminating within the LATA
14 through these initial POIs.

15 **Q. Is Socket required to establish additional direct POIs with CenturyTel-MO?**

16 A. Once the recent mediation between Socket and CenturyTel in this case ended on
17 September 2, 2008, Socket performed a three-month traffic analysis for the period
18 of June, July and August of 2008. The analysis indicated Socket should establish
19 additional POIs in the exchanges of Bland, Jonesburg, Marthasville, and
20 Summersville, because the actual traffic exchanged between Socket and

⁸ Case No. TO-2006-0299, *Report and Order*, June 30, 2006 pgs. 21-22.

1 CenturyTel for those exchanges exceeded the applicable POI thresholds. On
2 October 17, 2008, I sent a letter to CenturyTel informing that Socket needed to
3 establish additional direct POIs in each of these exchanges. A true and accurate
4 copy is attached hereto as Schedule MK-20. As of the close of business on
5 November 14, 2008, CenturyTel-MO had yet to respond.

6 To have a complete analysis of the third quarter, we also performed a traffic
7 analysis for the month of September. That analysis did not indicate any additional
8 POIs beyond the four previously listed POIs were required. Going forward,
9 Socket will perform a traffic analysis on a quarterly basis and share the results
10 with CenturyTel-MO. The next one will be done in January 2009.

11 **Socket - CenturyTel-Spectra**

12 **Q. How should Socket be interconnected with CenturyTel-Spectra?**

13 A. Socket should be interconnected with CenturyTel-Spectra on an indirect basis
14 pursuant to Article V, Section 7.0 of the ICA. With an indirect interconnection,
15 Socket and CenturyTel-Spectra do not directly connect their networks and there is
16 no POI between Socket and CenturyTel-Spectra. Instead, each party
17 interconnects with a third-party transit provider and passes traffic on an indirect-
18 basis.

19 **Q. Why has Socket chosen this type of interconnection architecture?**

1 A. Socket has chosen this type of interconnection arrangement because of
2 CenturyTel – Spectra’s network architecture. CenturyTel – Spectra does not own
3 any of its own tandem switches. Instead, its exchanges subtend other carrier’s
4 tandem switches; the most frequent being those of its affiliate, CenturyTel-MO.

5 **Q. How does a lack of CenturyTel-Spectra tandem switches affect Socket’s**
6 **interconnection decision?**

7 A. Generally, when carriers directly interconnect, they initially do so at the tandem
8 switch.⁹ Carriers do this because the tandem is the point in the network where
9 traffic is generally aggregated and it minimizes the number of connections that are
10 needed. For that reason, it is more efficient to exchange traffic at this point.
11 Also, because more carriers interconnect at the tandem, there are frequently more
12 options for obtaining facilities into that switching office. That explains why each
13 of Socket’s initial POIs with CenturyTel-MO was at a tandem switch. By not
14 having any of its own tandem switches, CenturyTel–Spectra makes it much more
15 difficult and costly for Socket to interconnect directly with Spectra.

16 **Q. Is it unusual for an incumbent local exchange carrier the size of CenturyTel–**
17 **Spectra not to own any tandems?**

18 A. Based upon my experience, it is unusual. CenturyTel–Spectra is classified under
19 Missouri statutes as a Large Incumbent Local Exchange Carrier, meaning that it
20 serves more than 100,000 access lines. All other Large LECs in Missouri have

⁹ A tandem switch switches traffic to and from multiple, lesser end-office switches and serves as a point of aggregation in the network. Tandem switches are also generally where interexchange carriers receive and pass interexchange calls to the local exchange carrier.

1 their own tandem switches. In fact, many incumbent local exchange carriers that
2 are much smaller than CenturyTel-Spectra own their own tandems. For example,
3 Green Hills Telephone Co, Chariton Valley, Mid-Missouri Telephone, Grand
4 River Mutual, and others all have tandem switches. Each of these companies is
5 classified under Missouri statutes as Small Incumbent Local Exchange companies
6 and serves far fewer than 100,000 access lines.

7 ILECs generally own their own tandem switches to have the ability to collect
8 tandem-switching revenues and to have more control over the carriers delivering
9 traffic to their network. Because CenturyTel-Spectra can rely upon its affiliate to
10 provide tandem switching, its incentives are reduced as the overall CenturyTel
11 organization still receives the tandem revenues from CenturyTel-MO's tandem
12 switches without CenturyTel-Spectra making the capital investment to acquire a
13 tandem switch. I believe that if they were truly separate companies, CenturyTel-
14 Spectra would have an incentive to own its own tandem switches and likely
15 would do so.

16 **Q. Are there any other factors affecting Socket's desire to indirectly**
17 **interconnect with Spectra?**

18 A. Yes. Another factor is the inability to obtain interconnection facilities between
19 CenturyTel-MO and CenturyTel-Spectra at cost-based rates set forth in our ICA.
20 Under the Commission's decision in TO-2006-0299, Socket is not permitted to

1 lease inter-office interconnection facilities (unbundled dedicated transport) from
2 CenturyTel to connect to end-offices of other carriers under the ICA. This
3 decision applies to “true” third parties as well as the CenturyTel-Spectra end-
4 offices that subtend its own affiliate’s tandem switches. The inability to lease
5 interoffice facilities under the ICA eliminates the primary option available to
6 Socket for interconnecting directly with CenturyTel-Spectra, especially in the
7 rural areas of the state.¹⁰

8 The higher costs and lack of any ability to secure interconnection facilities
9 pursuant to our ICA make it virtually impossible to directly connect to
10 CenturyTel-Spectra. For this reason, Socket has decided to interconnect on an
11 indirect basis with CenturyTel-Spectra.

12 **Q. Do the POI thresholds set forth in the ICA apply to indirect interconnection**
13 **arrangements?**

14 A. No. The POI thresholds expressly only apply to direct interconnections. The
15 effect of applying the POI thresholds to an indirect interconnection arrangement
16 would be to require Socket to convert from an indirect arrangement to a direct
17 arrangement when the POI threshold is met. Doing so would be inconsistent with

¹⁰ In addition to not being able to obtain interconnection facilities at the cost-based rates set forth in the ICA, Socket also cannot obtain interoffice transport as an unbundled network element between CenturyTel and CenturyTel-Spectra locations. Interoffice transport is a necessary component of Extended Enhanced Loops (EELs). Socket relies upon EELs to serve customers outside of wirecenters where it is collocated. By setting themselves up as two separate legal entities, the CenturyTel companies are able to thwart the unbundling obligations set forth in the TA96, and enjoy significant financial benefits as a result.

1 language of the current ICA, the Commission's decisions on both direct and
2 indirect interconnection issues in the arbitration agreement, as well as prior
3 arbitrations and cases.

4 **Q. Would you please explain?**

5 A. Yes. The terms and conditions for indirect interconnection are set forth in Section
6 7.0 of Article V. Section 7.1 sets out the sole criteria that must be met when the
7 companies indirectly interconnect and that is that each company must have a POI
8 with the third-party. More importantly, Section 7.0 of the contract contains no
9 language that requires additional POIs nor does it refer to the additional POI
10 requirements set forth in Article V, Section 4.3. The fact that POI thresholds
11 do not apply to indirect interconnection arrangement is also shown by the terms
12 and conditions for establishing direct POIs found in Article V, Section 4. Article
13 V, Section 4.1 sets out that, "When the Parties directly interconnect for the mutual
14 exchange of traffic covered by this agreement, the Parties will initially
15 interconnect their network facilities at a minimum of one technically feasible POI
16 ...". A POI between the Parties is only possible with a direct connection. With an
17 indirect interconnection arrangement, there is no POI between the parties.
18 Instead, each party as a POI with a third-party transit provider.

19 Further, Section 4.3 sets out that, "As the volume of traffic exchanged between
20 the parties increases, Socket must establish additional POIs as follows" and

1 proceeds to set the criteria for when Socket must establish additional POIs.
2 Obviously, Socket is only obligated to establish an additional POI with
3 CenturyTel, when there is already at least one initial POI with CenturyTel in that
4 LATA. With no initial POI, there cannot be an additional POI. For these reasons,
5 it is clear these the POI thresholds do not apply to indirect interconnection
6 arrangements.

7 Lastly, the Commission previously rejected CenturyTel's proposals in the
8 arbitration that would have required Socket to convert from an indirect connection
9 to a direct connection based upon traffic volumes and found such proposal were
10 inconsistent the Telecommunication Act of 1996. The only way for the ICA to be
11 consistent with that decision is for the POI thresholds to similarly not apply to
12 indirect interconnection arrangements.

13 **Q. Can you elaborate on the last point?**

14 A. Yes. In the arbitration that led to our current interconnection agreement,
15 CenturyTel proposed contract language that would have required Socket to
16 convert from an indirect connection to a direct connection when 1) traffic
17 volumes over an indirect connection reach a DS-1 equivalent or 2) either Party is
18 being charged more than \$500 monthly in transiting charges. CenturyTel's
19 language was rejected as the Commission found that it attempted to, "place

1 conditions on Socket's choice of indirect interconnection that are not conducive to
2 Section 251(a)(1) and the Commission's interpretation of that section."¹¹

3 Requiring Socket to convert from an indirect arrangement to a direct arrangement
4 is exactly what would happen if the POI thresholds were applied to indirect
5 interconnection. Just as CenturyTel's proposed language was found to be
6 inconsistent with Section 251(a)(1) and the Commission's past interpretation of
7 that section, the application of the POI thresholds to indirect connections would
8 similarly be inconsistent with Section 251(a)(1) and the Commission's
9 interpretations of that Section.

10 **Q. How would application of the POI thresholds to indirect interconnection**
11 **arrangement relate to the rules governing the Metropolitan Calling Area**
12 **("MCA") plan?**

13 A. It would be inconsistent with the rules of the Commission's MCA plan. The
14 MCA plan specifically contemplates local MCA traffic being routed via indirect
15 interconnection arrangements between LECs. The MCA plan does not set forth
16 any provisions, which require the indirect interconnection arrangements to
17 convert to direct connections based upon traffic volumes. Both Socket and
18 CenturyTel-MO/CenturyTel-Spectra, like other MCA-participating carriers, are

¹¹ Case No. TO-2006-0299, *Report and Order*, June 30, 2006 pgs. 21-22.

1 free to transit unlimited amounts of MCA traffic through indirect
2 interconnections. (See Article V, Section 10).

3 **Additional Requirements of Interconnection Arrangements under the ICA**

4 **Q. Are there other requirements relating to POIs that are pertinent to these**
5 **matters?**

6 A. Yes, there are several additional requirements for any direct POI. These include
7 the use of two-way trunking, the additional POIs being established within the
8 exchange where the POI threshold is exceeded, and only passing traffic to or from
9 the exchange where the POI thresholds were exceeded through that new POI.

10 **Two-Way Trunking**

11 **Q. When there is direct trunking, what type of trunking should be used?**

12 A. Generally, all trunking between the Socket and the CenturyTel companies should
13 be two-way trunking as opposed to one-way trunking. Article V, Section 11.1.1
14 of the ICA sets out a clear preference for two-way trunking where two-way
15 trunking is available. Representatives for CenturyTel-MO and CenturyTel-
16 Spectra have informed Socket that two-way trunking is available everywhere.

17 **Q. Is there an exception to this?**

18 A. Yes. One party may elect one-way trunking when two-way trunking is available.
19 However, there are financial consequences for the carrier electing the one-way
20 trunking.

21 **Q. Can you explain?**

1 A. Yes. Under Article V, Section 11.1.1, if a carrier elects one-way trunking when
2 two-way trunking is available, that carrier is responsible for its own expenses
3 associated with all the trunks. Thus, in such a circumstance that carrier cannot
4 bill the other carrier for any trunking.

5 This stands in contrast to the financial responsibility for the use of one-way
6 trunking when that is all that is available. In this scenario, each carrier is
7 responsible only for the expenses associated with its own one-way trunks (as
8 opposed to all trunks). The trunks that are considered a carrier's own trunks are
9 the trunks that carry the carrier's originating traffic.

10 **Location of Additional Direct POIs**

11 **Q. Under the ICA, where are the additional direct POIs required to be**
12 **established?**

13 A. When additional direct POIs are required to be established, the default location is
14 the exchange in which traffic exceeded the POI threshold. This is true whether a
15 host switch or a remote switch serves the exchange.

16 I say this is the default location because, under this ICA, the Parties may agree to
17 establish the POI within the exchange of the host switch if a remote switch serves
18 the exchange exceeding the POI threshold. Establishing the POI in the host
19 exchanges as opposed to the remote exchange would require mutual agreement.

1 **Traffic to be Exchanged through Additional Direct POIs**

2 **Q. What traffic is to be exchanged through the additional direct POIs?**

3 A. The traffic that will be exchanged through an additional direct POI will only be
4 the traffic that either originates or terminates in the exchange exceeding the POI
5 threshold. The ICA does not contemplate Socket being required to exchange
6 traffic from other exchanges through an additional direct POI. For example,
7 assume there are two exchanges 1) Exchange – Host and 2) Exchange – Remote.
8 If the POI thresholds were exceeded in the Exchange – Host exchange, Socket
9 would be obligated to establish a POI in the Exchange – Host and exchange all
10 traffic originating from or terminating to the Exchange – Host through that
11 additional POI. Socket would not be obligated to also exchange traffic for the
12 Exchange - Remote through that additional POI. Instead, traffic for the Exchange
13 – Remote would still be passed through the initial POI until such time as the
14 traffic volumes for Exchange-Remote dictate an additional direct POI be
15 established in that exchange as well.

16 This requirement affects the capacity of the additional direct POI and, hence, the
17 cost of that additional POI.

18 **Section 4.0 Transition To The New ICA**

19 **Q. Once this ICA became effective, how should the Parties have transitioned**
20 **their networks to meet the requirements of the ICA?**

1 A. First and foremost, this should have been an orderly and defined process. The
2 parties should have met to discuss and agree upon a new architecture and a
3 migration plan for transitioning each company's network from the prior interim
4 arrangements to the new architecture under the ICA. The migration plan would
5 define the path for migrating to the new architecture and each carrier's roles and
6 responsibilities and a timeline for completing the project. Once the migration
7 plan was decided upon, each company would place its necessary orders and
8 implement any network changes on a coordinated basis.

9 **Q. What were the prior interim arrangements?**

10 A. Prior to the effective date of the ICA, Socket and CenturyTel-MO operated under
11 an interconnection agreement originally made between AT&T Communications
12 of the Southwest, Inc. and GTE Midwest, Inc. adopted by Socket in Commission
13 Case No. TK-2002-1085, including an amendment effective October 17, 2005
14 approved in Commission Case No. TK-2006-0175. A true and accurate copy of
15 the 2005 amendment is attached hereto as Schedule MK-2.

16 Prior to the effective date of the ICA, Socket and CenturyTel-Spectra operated
17 under an Interim Arrangement approved in Commission Case No. TK-2006-0176,
18 that adopted and modified the provisions of the AT&T/GTE agreement identified
19 in the previous paragraph of this Complaint. A true and accurate copy of the 2005
20 Interim Arrangement is attached hereto as Schedule MK-3.

1 The interconnection arrangements under these prior agreements were expressly
2 interim arrangements “pending completion of their negotiations of a new
3 interconnection agreement and any related mediation, arbitration or litigation that
4 precedes the effective date of such interconnection agreement.”

5 **Q. Would the transition process you describe apply even if the changes were**
6 **only billing changes?**

7 A. Yes, it would. The parties would still need to meet to agree on the changes to be
8 made. While the timeframe could be much shorter if no physical work would
9 actually be required, both Parties would have to make changes to billing and
10 network records. These changes are generally made by submitting orders
11 indicating either “billing change only” or “no physical work required.” One
12 company does not just start sending bills based upon its view of what is required
13 with no discussion with the other party.

14 **Q. Has Socket experienced analogous situations with another carrier?**

15 A. Yes, we have. One very similar situation was with Southwestern Bell Telephone
16 L.P. d/b/a SBC – Missouri now known as AT&T-Missouri (“SBC”), and the
17 transition from the M2A agreement to the M2A replacement agreement. As a
18 result of the arbitration for the M2A replacement, each party’s interconnection
19 obligations changed. The original M2A generally required CLECs to have a
20 single POI within an MCA and then additional POIs at each host switch outside of

1 the MCA where the CLEC wanted to exchange traffic.¹² These POIs could be
2 established using the CLEC's own facilities or by leasing interconnection
3 facilities from SBC at the rates set forth in the ICA. The M2A replacement
4 decision permitted a CLEC to have only a single POI per LATA unless SBC
5 could demonstrate that the CLEC's use of a single POI was no longer technically
6 feasible.¹³

7 Under the M2A, Socket had established points of interconnection with SBC in the
8 St. Louis and Kansas City MCA areas as well as a number of exchanges outside
9 of the MCAs. Some of these POIs were established using interconnection
10 facilities leased from SBC while others were established using Socket's own
11 facilities. As the M2A replacement called for a single point of interconnection in a
12 LATA, Socket wanted to remove the additional POIs once the agreement became
13 effective. Accordingly, the parties worked to transition the existing architecture
14 to the new architecture.¹⁴ Conforming to the new architecture required Socket
15 and SBC to decommission several existing POIs and move to a single POI per
16 LATA.

¹² This arrangement was a result of a compromise between XO Missouri, Gabriel Communications of Missouri, Inc., and SBC. Once these companies agreed to this architecture, this architecture was required to be included in the M2A available to all carriers.

¹³ Case No.TO-2005-0336, Final Arbitrator's Report, June 21, 2005, Section V, pg. 8

¹⁴ While the actual network activities were performed without any interruptions, agreeing upon the migration plan was not without its initial roadblocks. For example, SBC originally insisted the new POI provisions in the ICA applied only to new interconnection arrangements. After a few discussions, SBC abandoned that position and moved forward to implement the new ICA.

1 For the POIs established using interconnection facilities leased from SBC under
2 the M2A, the end-result of this transition was largely a billing change where
3 facilities that were currently billed by SBC to Socket would no longer be billed as
4 they would now be on SBC's side of the POI under the new architecture.
5 However, that change was not automatic. The parties agreed upon the
6 replacement architecture and redefined each carrier's financial responsibility. We
7 also exchanged the necessary records to conform to that architecture. These
8 included network diagrams and financial statements. Since the parties agreed to
9 leave the existing trunking in place, no traffic had to be rerouted. Even though
10 traffic did not have to be rerouted, Socket still submitted orders to accomplish the
11 billing changes. The orders stated "No Physical Work Required" but were still
12 processed for administrative purposes to make the necessary billing and
13 accounting changes. Each order had an actual due date and the billing changed
14 approximately 40 days after the effective date of the replacement ICA.

15 This transition involving only billing changes would be analogous to moving to a
16 single POI with CenturyTel and leaving the existing two-way trunking in place, as
17 this would only be a billing change and no reroute of traffic would be required.

18 **Q. Can you explain the transition from the POIs Socket established using its**
19 **own interconnection facilities to a single POI per LATA in this analogous**
20 **situation?**

1 A. For the POIs Socket had established with SBC using Socket - provided
2 interconnection facilities, transitioning to the new architecture under the M2A-
3 successor agreement required physical work to be done. To complete the
4 migration process, the parties held network interconnection meetings to discuss
5 and agree upon the new architecture. Once that was agreed upon, coordinated
6 network projects were undertaken to decommission the additional POIs that
7 Socket had established using its own facilities and move the traffic passing
8 through those POIs to trunking on SBC's network which carried the traffic to a
9 single POI per LATA. These projects required Socket to provide detailed
10 documents mapping the physical changes to the circuits and where traffic was to
11 be rerouted. Once that information was shared and agreed upon, Socket placed
12 the necessary install and disconnect orders. Moving the traffic required
13 coordination between Socket and SBC as traffic had to be rerouted to the new
14 facilities during the maintenance window so as to minimize any downtime
15 experienced by the customers.

16 This would be analogous to replacing the existing one-way trunking with
17 CenturyTel or moving to an indirect arrangement with CenturyTel-Spectra. Each

1 of these changes requires new facilities to be provisioned, traffic to be rerouted,
2 existing facilities removed as well as the necessary billing change.¹⁵

3 **Q. Are there other analogous situations to commencement of interconnection**
4 **with the CenturyTel companies under the current ICA?**

5 A. Yes. Another analogous situation is when Socket converts circuits from
6 wholesale services such as Special Access to UNEs. While this only represents a
7 billing change, that change is not automatic. Instead, when converting to or from
8 wholesale services to UNEs, the current ICA requires Socket to submit the
9 necessary orders to accomplish this.¹⁶ The interval for completing the billing and
10 records changes is to be mutually agreed upon but may not exceed the standard
11 interval applicable to the UNE(s) to which the wholesale service is being
12 converted.¹⁷ For example, Socket would place disconnect orders in the ASR
13 system to disconnect the Special Access orders. That order would indicate no
14 physical work required and would have a due date. Secondly, Socket would place
15 the necessary install orders in the LSR systems to install the UNE circuits. Again,
16 that order would indicate no physical work required and would have a due date
17 that matches the ASR-disconnect order. Under the ICA, the billing would change
18 at the beginning of the next billing cycle after the due date. This type of

¹⁵ One slight difference associated with the move away from one-way trunking is that each carrier is generally responsible for the trunks that carry its own originating traffic. Therefore, each carrier would submit disconnect orders for its own one-way trunks to the other carrier. Under a transition using existing two-way trunking, the CLEC would normally submit the necessary orders.

¹⁶ Article VII: UNE, Section 2.18.7

¹⁷ Article VII: UNE, Section 2.18.5

1 conversion would very analogous to moving to a single POI with CenturyTel and
2 leaving the existing two-way trunking in place as it would only be a billing
3 change and no reroute of traffic would be required.

4 **Socket – CenturyTel-MO**

5 **Q. What network changes were needed to transition from the architecture**
6 **under the prior ICA to those set out in the current ICA with CenturyTel-**
7 **MO?**

8 A. Under the prior ICA, Socket had established several POIs in the St. Louis LATA
9 that need to be eliminated to conform to the new ICA. Those POIs were in the
10 exchanges of O’Fallon, St. James, St. Peters, Troy and Warrenton. In each case,
11 Socket leased interconnection facilities from CenturyTel to carry traffic between
12 the POI and Wentzville. With the exception of St. James, each of these POIs
13 involved one-way trunking. Each of these POIs was at a host end-office and
14 therefore, traffic to or from the host as well as any remote switch(es) subtending
15 the host was exchanged through these POIs. For example, the POI in O’Fallon
16 was use to exchange traffic originating from or terminating to Foley, Old Monroe,
17 and Winfield as well as O’Fallon.

18 The current ICA makes it clear that Socket is entitled to initially interconnect at a
19 single POI per LATA and that it is Socket’s choice to make.¹⁸ Therefore, these
20 additional POIs should have been eliminated when the current ICA took effect in

¹⁸ Article V, Section 4.1 and Section 4.4.

1 October 2006. If the Parties had mutually agreed to retain the existing one-way
2 direct trunking, the existing trunks could have been left in place and the only
3 changes would have been billing and record changes. While this would require
4 orders to be submitted, these changes should have been able to be made within 45
5 days of the ICA becoming effective.

6 If the parties had sought to move to two-way trunking, as Socket prefers, this
7 would have, most likely, required new two-way trunks to be installed, the traffic
8 moved to those trunks on a coordinated basis, and then the old one-way trunks
9 would have been disconnected. This would require physical work to take place
10 and a good deal of coordination with each parties' roles and responsibilities
11 defined and understood. Socket would have to submit an order to install the new
12 two-way trunk groups and simultaneously submit an order to disconnect the one-
13 way trunks carrying Socket's originating traffic. CenturyTel-MO should have
14 submitted orders to Socket for the disconnection of the trunks carrying its
15 originating traffic. At an agreed upon date and time during the maintenance
16 window, the traffic would be migrated from the old-one way trunks to the new
17 two-way trunks and the disconnect orders would then be worked.¹⁹

¹⁹ Some equipment, such as that owned by Socket, would have let the parties use the existing trunking and just changed the trunking configuration. This would still need to be done a coordinated basis. Given that CenturyTel-Spectra upgraded from one-way to two-way trunking, Socket believes the trunks would have to have been moved. However, other than being told "No" with respect to the Socket moving to a single POI and being promised information we never received, we never had a constructive conversation about

1 **Socket – CenturyTel-Spectra**

2 **Q. What network changes were needed to transition from the architecture**
3 **under the prior ICA to those set out in the current ICA with CenturyTel-**
4 **Spectra?**

5 A. Under the prior Socket/Spectra Interim Arrangement, Socket had established an
6 interim arrangement that consisted of POIs in Canton, Licking, Monroe City,
7 Palmyra, and Van Buren using interconnection facilities leased from Spectra. The
8 leased transport facilities connected the POIs located in each of the five central
9 offices in these exchanges to Spectra's affiliate, CenturyTel-MO's, tandem office
10 in Wentzville. As there was another company in the middle, CenturyTel-MO,
11 there was no direct trunking between Socket and Spectra. Like the POIs
12 established with CenturyTel-MO, these POIs were at the host end-offices so they
13 carried traffic for each host exchange plus any remote end-offices. For example,
14 the POI in Van Buren was used to exchange traffic originating from or
15 terminating to Birch Tree, Eminence, Freemont, Timber, and Winona as well as
16 Van Buren. This meant that the capacity of that POI was sized to carry traffic
17 for all of these exchanges. For example, there were 8 DS1s (192 channels) in
18 place between Wentzville and Van Buren. The traffic for the exchange of Van
19 Buren only amounted to 28 channels at peak in February 2007 or less than 15% of

eliminating the one-way trunks. As a result, we are not certain about what equipment CenturyTel-MO is using and what the transition to two-way trunking will require.

1 the capacity. The remainder of the capacity carried traffic for the five exchanges
2 that subtended Van Buren.

3 Under the current ICA, Socket sought to exercise its right to interconnect on an
4 indirect basis. The parties should have met to discuss the changes and agree upon
5 architecture. Once that was agreed upon, the parties should have followed a
6 process similar the process previously described where they coordinated the
7 migration of traffic to different trunk groups and disconnect the trunks.

8 **Q. Could the trunks have been left in place as dedicated trunks?**

9 A. Not normally. Since this is an indirect interconnection arrangement, there is a
10 third-party, CenturyTel-MO, in the middle. Socket and CenturyTel-Spectra each
11 have separate POIs with CenturyTel-MO. In this arrangement, CenturyTel-MO
12 would be acting as the transit provider with each party connected to CenturyTel-
13 MO tandem switch which routes traffic between each carrier's POI.

14 **Q. Would indirectly interconnecting via CenturyTel's tandem switches as**
15 **opposed to having direct trunking cause problems or concerns?**

16 A. No. It is the way indirect interconnections are commonly done. The only issue
17 might be capacity issues at the tandem switch. In discussions with CenturyTel-
18 MO, we have asked about whether their tandem switches are at or nearing
19 exhaustion their capacities. They have assured us that their tandems are not near
20 exhaustion. Given that, there should be no problem or concern.

Section V. – Actual Interconnection Arrangements Between Socket and CenturyTel companies

Q. Are Socket and each of the CenturyTel companies currently interconnected in the manner you have described as how they should be connected?

A. Unfortunately, the answer is no.

Q. Did Socket try to transition to the two new architectures that you described?

A. Yes, we did. CenturyTel's representatives (representing both CenturyTel-MO and CenturyTel-Spectra) refused at every turn.

Q. Can you please explain?

A. Yes. On October 4, 2006, Socket provided notice to CenturyTel that the ICAs would become effective on October 13, 2006 and requested to meet as soon as possible after that to discuss several network projects Socket wanted to complete as part of implementing the new ICAs. These projects included transitioning the existing trunking and interconnection facilities to meet the requirements of the new ICA. A true and accurate copy of the notice is attached hereto as Schedule MK-4.

On November 17, 2006, Socket provided forecasts and a description of its plans to indirectly interconnect with CenturyTel (Spectra) in LATAs 520 (St. Louis) and 522 (Springfield) pursuant to Article V, Section 7.0 of the ICA, in order to exercise its rights under the new ICA, including in lieu of the interim legacy interconnection arrangements which had been in place in LATA 520 under the

1 prior agreements, and requested a meeting to discuss these plans and hopefully
2 move forward. A true and accurate copy of this communication is attached
3 hereto as Schedule MK-5.

4 Socket and CenturyTel representatives finally met via conference call on
5 December 4, 2006 to discuss Socket's plans. At that meeting, CenturyTel-
6 Spectra's representative announced that CenturyTel-Spectra refused to transition
7 from the prior interim arrangements and indirectly interconnect with Socket in
8 LATA 520, despite the requirements of the ICA.

9 The parties also discussed the current interconnections between Socket and
10 CenturyTel. CenturyTel-MO's representatives refused to permit Socket to
11 transition the interim legacy interconnection arrangements established under the
12 prior agreement to the new interconnection regime, which permits Socket to
13 initially interconnect at a single direct POI per LATA.

14 On December 4, 2006, Socket made a written request for dispute resolution
15 pursuant to Article III, Section 18 of the ICA. A true and accurate copy of the
16 request is attached hereto as Schedule MK-6.

1 On or about December 6, 2006, CenturyTel-Spectra confirmed its refusal to
2 indirectly interconnect with Socket as requested. CenturyTel-Spectra asserted that
3 1) interim legacy interconnection facilities of the companies should be treated as
4 if they had been established pursuant to the new ICA (even though they had not
5 been) and 2) that they could not be replaced because Section 251(c)(2)(B)
6 required Socket to interconnect on a direct basis on Spectra' network.
7 CenturyTel-Spectra representatives also refused to consider the dispute on an
8 expedited basis. A true and accurate copy of CenturyTel's response is attached
9 hereto as Schedule MK-7.

10 **Q. What is wrong with CenturyTel-Spectra's position?**

11 A. Regarding CenturyTel-Spectra's position with respect to indirect interconnection,
12 CenturyTel-Spectra is ignoring one of the most basic requirements of the Telecom
13 Act of 1996. That is duty to interconnect directly or indirectly with the facilities
14 and equipment of other telecommunications carriers as set forth in Section
15 251(a)(1) of the TA96. As this obligation applies to our ICA, CenturyTel-Spectra
16 is ignoring Article V, Section 7.1 of our ICA, which specifically authorizes
17 indirect interconnections and places no restrictions on Socket's right to choose
18 that method of interconnection. In fact, CenturyTel's attempts to place
19 restrictions on Socket's right to choose this method of interconnection were
20 rejected by this Commission in the arbitration that led to this ICA.

1 CenturyTel's assertion that the existing POIs must be treated as if they were
2 established under criteria in the current ICA is also wrong for a number of
3 reasons. No provision in the new ICA calls for pre-existing interconnection
4 arrangements to be treated as if they had been established pursuant to the new
5 ICA. Instead, the pre-existing interconnection arrangements were put in place on
6 an interim basis pending completion of the current ICA.

7 They should have been transitioned to meet the new requirements of the new ICA.
8 The contractual provisions in the ICA (at Article V, 4.0) expressly provide that
9 Socket is entitled to initially interconnect directly at a single point of
10 interconnection (POI) in each LATA and add additional POIs pursuant to specific
11 processes applicable to direct interconnection arrangements. The new ICA (at
12 Article V, 4.0 and 7.0) also expressly provides that Socket is entitled to choose
13 instead to interconnect indirectly through third parties, including in lieu of direct
14 interconnection. The parties and the Commission devoted substantial time and
15 effort to these issues during the arbitration and Socket is entitled to the benefits of
16 these parts of the ICA.

17 **Q. Are there other problems with CenturyTel's assertions?**

18 A. Yes. The POIs established under the prior interim arrangements are inconsistent
19 with the contractual provisions of the new ICA in a number of ways.

1 First, these POIs are located at the host switch and traffic for the host as well any
2 traffic from the remotes is exchanged through these POIs. As mentioned earlier,
3 under the ICA the additional direct POIs established pursuant to Article V,
4 Section 4.3 are established to carry traffic for each individual exchange not an
5 entire group of exchanges. Also, when additional direct POIs are established,
6 they are established in the exchange exceeding the threshold, with one exception.
7 If the exchange where traffic exceeds the threshold is served by a remote switch
8 and the parties agree, the POI can be established in the exchange of the host
9 switch. The only way the legacy interim interconnection arrangement could be
10 left in place and be consistent with the provisions of the current ICA would be if
11 Socket were required to establish more than 20 POIs (one for each host switch
12 and one for each remote switch) and if Socket agreed to establish each of the
13 additional POIs required for the remote switches in the exchange where the host
14 switch is located. Essentially, what CenturyTel-Spectra has done is unilaterally
15 convert the six POIs established under the prior Interim Arrangement to become
16 more than 20 POIs under the current ICA since the six POIs carry traffic for hosts
17 and remotes and have them in a location that requires mutual agreement in order
18 to establish them at that location. Socket has never agreed to that.

19 Secondly, all of the trunking to the Spectra exchanges is one-way trunking as
20 opposed to the two-way trunking preferred by the ICA. This is a less-efficient

1 architecture, as it generally requires more trunking resources than two-way
2 trunking. Originally, Socket agreed to one-way trunking under the prior interim
3 arrangement based upon the understanding that it was the only option. At some
4 point after the one-way trunking was established, CenturyTel-Spectra became
5 able to support two-way trunking. Socket learned of this as the current ICA was
6 being negotiated. Socket never agreed to continue one-way trunking under the
7 new ICA when two-way trunking was available. In fact, Socket expressed its
8 desire to move to two-way trunking upon learning that it was available.²⁰

9 Third, Socket has learned it does not have administrative and order control (e.g.
10 determination of trunk size) for all trunks between Socket and the CenturyTel
11 companies. In an effort to minimize its financial exposure, Socket sought to
12 cancel its own one-way originating trunks to CenturyTel-Spectra. These are
13 clearly "Socket's trunks" as they carry Socket's originating traffic and Socket has
14 the right to determine the necessity of those trunks as well as the necessary size of
15 those trunks. Initially, Socket submitted orders to cancel two of the trunk groups,
16 one to Van Buren and one to Canton. These orders were processed and the trunks
17 were canceled on 12/13/2007. After these orders were processed, Socket
18 submitted orders to disconnect three other originating trunk groups for Monroe

²⁰ The parties are using one-way trunking at CenturyTel-Spectra's insistence when two-way trunking is available. In this scenario, CenturyTel-Spectra would be financially obligated for its own expenses associated with all the trunking pursuant to Article V, Section 11.1.1. Given this, CenturyTel-Spectra is in no position to submit invoices to Socket for this trunking, but it has nonetheless done so as shown in HC Schedules MK-9 and 10.

1 City, Palmyra, and Licking. These orders were rejected on 1/24/2008 with the
2 following reason provided: Per Susan Smith, Carrier Relations, the below
3 requests to disconnect trunks has been denied. Please issue sups to cancel these
4 orders. A true and accurate copy of the order rejection is attached hereto as
5 Schedule MK-8.

6 If the ICA had been followed, Socket's orders would have been processed, as it
7 would be up to Socket to properly size and determine the necessary trunk groups.
8 Spectra's assertion that Socket and Spectra are directly interconnected is also
9 wrong. Spectra and Socket were interconnected via facilities leased under the
10 Interim Agreement. While the only signatories to that agreement were Socket and
11 CenturyTel-Spectra, the interconnection facilities were provided jointly by
12 CenturyTel-Spectra and CenturyTel-MO with CenturyTel-Spectra working with
13 CenturyTel-MO, "how to bill and share the charges to Socket".²¹ The only direct
14 connection Socket had with was CenturyTel-MO, which was, in turn,
15 interconnected with CenturyTel-Spectra.

16 **Q. Was this dispute ever resolved?**

17 A. No. We considered filing a complaint in early 2007 but did not want to jump
18 immediately back into litigation just after the arbitration for this agreement had

²¹ Socket/Spectra Interim Arrangement, pg. 3.

1 ended. We decided to try to find a way to work this out. That never happened
2 and the dispute has only continued.

3 **Q. Can you explain the next phase of this dispute?**

4 A. In April 2007, CenturyTel issued retroactive invoices to Socket improperly
5 attempting to bill Socket for interconnection facilities from the period of
6 November 1, 2006 through April 2007 for the legacy interim interconnection
7 facilities that it wrongfully refused to remove. This invoice included charges for
8 interconnection facilities between Wentzville and Warrenton, and between
9 Wentzville and St. James at rates set forth in the ICA. This invoice also included
10 charges for the rate element named Channel Termination from CenturyTel-MO's
11 Special Access tariff for the circuits between Wentzville and the five Spectra host
12 end-offices where Socket had established interim POIs under the prior Interim
13 Agreement. A true and accurate copy of the invoice is attached hereto as
14 Schedule MK-9, which has been classified as highly confidential.

15 Because this invoice was billing only for a single channel termination for each
16 circuit between Wentzville and four of the five Spectra exchanges as well as the
17 numerous errors that appeared on this invoice related to other circuits, Socket

1 initially assumed these charges were erroneous.²² It was not until later that we
2 understood what exactly we were being billed for.

3 By billing Special Access rates as opposed to the rates in the Interim
4 Arrangement, CenturyTel-MO (as opposed to the signatory party, CenturyTel-
5 Spectra) had apparently unilaterally ended the terms and conditions of the Interim
6 Arrangement and, instead, converted the facilities provisioned under that
7 arrangement to now being governed by intrastate, Special Access tariffs. Socket
8 was given no notice that they would take this action and certainly did not agree to
9 it.

10 In May 2007, CenturyTel-Spectra issued retroactive invoices to Socket
11 improperly attempting to back-bill Socket Special Access charges for the circuits
12 between Wentzville and the four of the Spectra exchanges (Canton, Monroe City,
13 Palmyra, and Van Buren).²³ These charges included one channel terminating for
14 the termination in the Spectra central office and for 100% of the mileage between
15 each Spectra exchange and Wentzville. The charges were for the period of
16 November 1st through April 30, 2007 for the legacy interim interconnection

²² For example, the bills for interconnection circuits provided solely by CenturyTel-MO under the ICA included charges from Special Access tariffs for Entrance Facilities as well as charges from the ICA. The interconnection circuits between Wentzville and the Spectra exchanges contained no mileage charges for the transport provided by CenturyTel-MO but did include charges for Entrance Facilities as well as credits for Special Access transport charges that had never been previously billed.

²³ Because of the history of incorrect invoices, we assumed the charges for the exchange of Licking were unintentionally omitted.

1 facilities that CenturyTel had wrongfully refused to replace with indirect
2 interconnection arrangements. A true and accurate copy of the invoice is attached
3 hereto as Schedule MK-10, which has been classified as highly confidential.

4 It was not until Socket was able to put the CenturyTel-MO and CenturyTel-
5 Spectra invoices side-by-side that we were able to understand exactly what was
6 being billed in its entirety. This was because CenturyTel-Spectra and CenturyTel-
7 MO were each billing for one end of the circuit and CenturyTel-Spectra was
8 billing for all of the mileage. We needed to have both invoices from CenturyTel-
9 MO and CenturyTel-Spectra and to match the circuits ID numbers to figure that
10 out.

11 **Q. Was the fact that CenturyTel-Spectra billed for 100% of the transport**
12 **mileage a surprise?**

13 A. Yes, it was very surprising that CenturyTel-Spectra billed for 100% of the
14 mileage charges while CenturyTel-MO billed for none of the mileage. The
15 interoffice facilities between two companies are generally jointly provided with
16 each carrier billing for the facilities it provides. This raised the issue of whether
17 CenturyTel-Spectra was unlawfully billing for facilities it did not provide or
18 whether CenturyTel-Spectra had transport facilities into the Wentzville exchange.
19 The second explanation would have been a positive outcome because Socket
20 could have interconnected with Spectra in Wentzville. When asked, CenturyTel-

1 Spectra denied having facilities into Wentzville and it became apparent that
2 CenturyTel-Spectra was unlawfully billing for facilities it did not provide. This
3 highlights once again the lack of any real operational separation between these
4 two legal entities. Evidently, CenturyTel-Missouri and CenturyTel-Spectra
5 coordinated their billing so that only CenturyTel-Spectra would bill the mileage
6 component while CenturyTel-MO collected none of the mileage revenues.
7 Normally, one company billing out of its own tariffs would not allow another
8 company to bill and receive payment for facilities the first company actually
9 provides. With CenturyTel-MO and CenturyTel-Spectra, the money all goes to
10 the same pocket so they apparently do not care which legal entity actually issues
11 the bill.

12 **Q. What was Socket's reaction to the being billed Special Access rates for these**
13 **interconnection facilities?**

14 A. We tried to convert to an indirect arrangement with CenturyTel-Spectra and
15 disconnect those circuits. We also properly disputed the invoices. A true and
16 accurate copy of the communication is attached hereto as Schedule MK-11, which
17 has been classified as highly confidential.

18 **Q. Was it possible for Socket to unilaterally convert to an indirect**
19 **interconnection arrangement?**

20 A. No. CenturyTel informed us that if we cancelled the existing trunk groups, calls
21 would fail to be routed rather than be routed over common trunk facilities thus

1 preventing Socket from simply moving to the new architecture by canceling the
2 dedicated trunks.

3 **Q. What did Socket do next?**

4 A. In an effort to minimize our financial exposure created by the backbilling and
5 ongoing billing of Special Access rates for interconnection facilities, we decided
6 to apply the POI decommissioning process found in Article V, Section 4.3.5 of
7 the ICA to these arrangements and use this process to migrate to the architecture
8 that we believed to be appropriate. We ran the traffic studies and realized that we
9 could do this because the traffic volumes were below the applicable POI
10 thresholds. While there would still be the dispute about the past events, we would
11 at least be able to move forward.

12 On June 11, 2007, I sent a letter to Joey Bales at CenturyTel-Spectra that
13 reiterated that while we continued to believe the legacy interim interconnection
14 arrangements did not constitute arrangements established under or subject to the
15 terms of the new ICA, we were giving written notice that these disputed points of
16 interconnection with Spectra, at the Canton, Van Buren, Palmyra, Monroe City,
17 and Licking exchanges, should be decommissioned pursuant to Article V, Section
18 4.3.5 of the ICA, because the traffic volumes were below the POI thresholds.
19 Decommissioning the POIs pursuant to our request would have moved Socket to

1 indirect interconnection arrangements. A true and accurate copy of the letter is
2 attached hereto as Schedule MK-12.

3 Similarly, on June 14, 2007, I sent a letter to Joey Bales at CenturyTel-MO stating
4 that while we continued to believe the legacy interim interconnection
5 arrangements did not constitute arrangements established under or subject to the
6 terms of the new ICA, Socket gave notice that disputed points of interconnection
7 at the O'Fallon, St. James, St. Peters, Troy, and Warrenton exchanges should be
8 decommissioned pursuant to Article V, Section 4.3.5 of the ICA, because the
9 traffic volumes were below the applicable POI thresholds. Socket intended to
10 maintain its direct interconnection arrangement with CenturyTel of Missouri,
11 LLC in Wentzville and establish additional POIs as required by Article V, Section
12 4.3 based upon traffic volumes. A true and accurate copy of the letter is attached
13 hereto as Schedule MK-13.

14 We received no response from either entity. Out of concern for what would
15 happen without coordination between the companies if the POIs were
16 decommissioned, I sent written requests on August 13, 2007 requesting that
17 CenturyTel discuss the implementation notices. True and accurate copies of the
18 requests are attached hereto as Schedule MK-14.

1 The following day, CenturyTel answered that it refused to decommission the
2 interconnection arrangements asserting that the traffic volume being exchanged
3 precluded such decommissioning. True and accurate copies of CenturyTel's
4 responses are attached hereto as Schedule MK-15.

5 **Q. Did this refusal surprise you?**

6 A. Actually, it did. The August 14, 2007 response was the first time CenturyTel
7 informed Socket that it opposed our request to decommission the alleged POIs.
8 Neither CenturyTel nor Spectra provided any traffic studies or other data to
9 support their refusal.²⁴ If they were going to refuse to decommission based upon
10 alleged traffic volumes, I assumed that they would have responded earlier and the
11 burden falls on them to support for their denial.²⁵

12 It is important for the Commission to understand, after almost nine-months of
13 insisting the POIs must be decommissioned pursuant to Article V, Section 4.4,
14 which governed decommissioning POIs when traffic volumes were beneath the

²⁴ The first response was received was more than 60 days after my letter was sent requesting to decommission the existing POIs. For comparison, if Socket disputes that an additional POI is required, Socket is required to provide notice of that dispute within 15 business days of being notified that the POI threshold was met (Article V, Section 4.5). During negotiations, CenturyTel insisted on this time period because it was concerned that Socket would intentionally wait to dispute whether additional POIs were required until the 90-day time period was almost over in an effort to delay adding additional POIs. I thought such concerns had no merit and agreed to the 15-day limit. In hindsight, I should have assumed CenturyTel would engage in bad-faith actions and insisted on similar timeframes on the decommissioning side.

²⁵ In June 2007 CenturyTel-MO notified Socket that an additional POI was required in the Willow Springs exchange because the volume of traffic exceeded the applicable POI thresholds. Similarly, in December 2007, CenturyTel-Spectra notified Socket that POI thresholds were exceeded and POIs were required in several exchanges. I sent timely responses to each of the notifications disputing that the volume of traffic exceeded the applicable POI thresholds. In each response, I included the results of our traffic analysis to support my dispute. True and accurate copies of the responses are attached hereto as Schedules MK-21 and MK-22

1 applicable POI thresholds, neither CenturyTel-Spectra nor CenturyTel-MO ever
2 gave Socket any traffic volumes or studies to demonstrate why these POIs were
3 required in their view. They continued to just say, “No” when Socket sought to
4 decommission the POIs.

5 **Q. What was the next step in the dispute?**

6 A. At this period of time, the parties were in the middle of disputes related
7 CenturyTel’s refusal to fulfill Socket Internet’s retail Remote Call Forward orders
8 (Case No. TC-2007-0307 - Tariff filings of CenturyTel of Missouri, LLC, d/b/a
9 CenturyTel, and Spectra Communications Group, LLC, d/b/a CenturyTel, to
10 grandfather Remote Call Forwarding services to existing customers and existing
11 locations) and its refusal fulfill its number port obligations (Case No. TC-2007-
12 0341 - Socket Telecom, LLC, Complainant, v. CenturyTel of Missouri, LLC,
13 d/b/a CenturyTel, and Spectra Communications Group, LLC, d/b/a CenturyTel).
14 Socket and CenturyTel engaged in lengthy discussions in an attempt to settle
15 those issues as well as the issues in this complaint.

16 **Q. At page 10 of the Complaint, Socket describes a meeting that took place in**
17 **December of 2007 regarding Socket’s requests to directly interconnect with**
18 **CenturyTel-Spectra. Can you elaborate?**

19 A. Yes. In the course of litigating Socket’s two complaints involving Remote Call
20 Forward and Number Portability previously mentioned, Spectra repeatedly
21 complained to the Commission about Socket indirectly interconnecting with

1 Spectra. To address those complaints, Socket asked CenturyTel-Spectra to have a
2 meeting discussing direct interconnection between Socket and Spectra in
3 September 2007. Specifically, Socket formally requested to directly interconnect
4 with Spectra at an initial single POI in Houston, MO for LATAs 522 and Macon,
5 MO for LATA 524 and to exchange all traffic for each LATA through that POI.
6 Once these initial POIs were established, Socket then planned to establish
7 additional POIs in each LATA based upon traffic levels as required by the ICA.
8 This is the general direct connection architecture set forth in Article V, Section 4
9 of the ICA. Socket also intended to transition to this architecture in LATA 520
10 but had not selected a specific point yet.

11 After working through CenturyTel-Spectra's initial unresponsiveness and
12 subsequent refusal to even discuss Socket's request, the parties were finally able
13 to discuss this in December 2007. A true and accurate copy of Socket's request
14 and subsequent correspondence is attached hereto as Schedule MK-16.

15 On the call discussing Socket's request, CenturyTel-Spectra's representatives,
16 Susan Smith and Calvin Simshaw, refused Socket's request alleging such
17 arrangement is "not technically feasible without network modifications." At the
18 conclusion of the call, I asked CenturyTel to put their refusal to interconnect in
19 writing and explain the basis for it.

20 **Q. Did you receive that written response?**

1 A. Yes. On December 13, 2008, I received an e-mail from Joey Bales explaining
2 CenturyTel-Spectra could not do meet Socket's request because, "Spectra
3 operates multiple networks in the LATA." And as a consequence, "there was no
4 single point on Spectra's network in the Springfield LATA that would provide
5 access to all Spectra end offices in that LATA." While ultimately refusing
6 Socket's requested interconnect, CenturyTel now appeared to agree with the first
7 part of Socket's request – to interconnect in Houston – but was refusing the
8 second part of Socket's request – to exchange all traffic for the LATA through
9 that POI. Mr. Bales did not use the words "technically feasible" anywhere in the
10 response. A true and accurate copy of the email is attached hereto as Schedule
11 MK-17.

12 **Q. What is the significance of whether the requested direct interconnection is**
13 **"technically feasible"?**

14 A. That is the standard found in Article V, Section 4.0 of the ICA. When Socket
15 and CenturyTel directly interconnect their networks, Socket is required to
16 interconnect on CenturyTel's network at a technically feasible point. The
17 language in the ICA is based upon FCC's technically feasible standard for when
18 an ILEC must allow a CLEC to directly interconnect.

19 **Q. What is the definition of "technically feasible"?**

20 A. The FCC's definition of "technically feasible" found at § 51.5 states:
21
22 Interconnection, access to unbundled network elements, collocation, and other
23 methods of achieving interconnection or access to unbundled network elements at

1 a point in the network shall be deemed technically feasible absent technical or
2 operational concerns that prevent the fulfillment of a request by a
3 telecommunications carrier for such interconnection, access, or methods. A
4 determination of technical feasibility does not include consideration of economic,
5 accounting, billing, space, or site concerns, except that space and site concerns
6 may be considered in circumstances where there is no possibility of expanding the
7 space available. The fact that an incumbent LEC must modify its facilities or
8 equipment to respond to such request does not determine whether satisfying such
9 request is technically feasible. An incumbent LEC that claims that it cannot
10 satisfy such request because of adverse network reliability impacts must prove to
11 the state commission by clear and convincing evidence that such interconnection,
12 access, or methods would result in specific and significant adverse network
13 reliability impacts.
14

15 **Q. What happens if an ILEC denies an interconnection request on the grounds**
16 **that the requested interconnection is not technically feasible?**

17 A. According to § 51.305(e) of the FCC's rules, "An incumbent LEC that denies a
18 request for interconnection at a particular point must prove to the state
19 Commission that interconnection at that point is not technically feasible."
20 Despite its refusal, I am not aware that CenturyTel has taken any action to comply
21 with its obligation to prove its objection.

22 **Q. Do you believe CenturyTel-Spectra's refusal is justified?**

23 A. No. Based upon the written response, CenturyTel is refusing Socket's request on
24 the grounds that there is no point where CenturyTel-Spectra can deliver all traffic
25 to a single POI. CenturyTel has not stated that delivering all traffic to a single
26 POI is not technically feasible. It appears CenturyTel is acknowledging that
27 Socket's request is technically feasible and yet still refusing to agree to Socket's
28 direct interconnection request.

1 The FCC rules also provide that CenturyTel must prove to the Commission by
2 clear and convincing evidence that an interconnection request “would result in
3 specific and significant adverse network reliability impacts” before it meets its
4 burden to reject an interconnection request on network reliability grounds.²⁶
5 CenturyTel did not provide any evidence that Socket’s requests for
6 interconnection would result in any specific and significant adverse network
7 reliability impacts.

8 **Q. Do you believe your request to interconnect with Spectra at one initial POI**
9 **and exchange all traffic through that POI is technically feasible.**

10 A. Yes. We are proposing to interconnect on their network and that is clearly
11 technically feasible and they admit as much in their response. With regards to
12 delivering the traffic to a single POI, is a fact that all CenturyTel-Spectra
13 customers can complete calls to customers in the Houston exchange. Likewise,
14 customers in the Houston exchange can complete calls to every customer in other
15 CenturyTel-Spectra exchange. This demonstrates that traffic to or from
16 CenturyTel-Spectra can route throughout the LATA and that it is possible to
17 interconnect in one exchange and exchange all traffic for that LATA at that POI.

18 **Q. Do you think that Socket’s requested interconnection arrangement would**
19 **result in specific and significant adverse network reliability impacts?**

²⁶ 47 C.F.R. § 51.5.

1 A. No, I do not.

2 **Q. Did anything else happen on the December 7, 2007 call?**

3 A. Yes. In addition to promising the written response that we did receive,
4 CenturyTel's representatives said they would provide Socket with traffic studies
5 the following week for each of the areas covered by the legacy interconnection
6 arrangements and identifying areas it believed were above the POI thresholds.
7 They also stated they recognized some areas were below the thresholds. They also
8 promised to provide information about moving to two-way trunking.

9 They have not provided the information as promised.

10 **Q. What has occurred since then?**

11 A. Both CenturyTel-MO and CenturyTel-Spectra have continued to erroneously
12 insist that the disputed legacy interconnection arrangements qualify as POIs
13 established under the new ICAs and that they do not qualify for decommissioning
14 under Article V, Section 4.3.5 of the ICAs due to traffic volumes. CenturyTel-
15 Spectra has continued to refuse to move towards the requested interconnections
16 for these exchanges.

17 Further, CenturyTel-Spectra and CenturyTel-MO have, since the retroactive
18 invoice issued in May 2007, continued to jointly bill Socket on a monthly basis
19 for these legacy arrangements at higher special access rates for the CenturyTel-
20 Spectra exchanges. CenturyTel has also continued to refuse to permit Socket to

1 transition the legacy interim interconnection arrangement between Socket and
2 CenturyTel to the architecture set forth in the new ICA. CenturyTel has also
3 continued to bill Socket for these interconnection facilities.

4 **Q. CenturyTel-MO and CenturyTel-Spectra both rejected Socket's request to**
5 **decommission POIs pursuant to Article V, Section 4.3.5 of the ICA that were**
6 **sent in June of 2007 on the grounds that traffic volumes were below the**
7 **applicable POI thresholds. Did CenturyTel ever provide any data**
8 **supporting that denial?**

9 A. No. In making that request, Socket relied upon traffic volumes for four months
10 covering the time period February through May 2007. A true and accurate copy
11 of a summary of the traffic information is attached hereto as Schedule MK-18.

12 CenturyTel-MO and CenturyTel-Spectra denied those requests on August 14,
13 2007 on the grounds that traffic volumes were above the applicable POI
14 thresholds. CenturyTel-MO and CenturyTel-Spectra have yet to provide any data
15 in support of that denial. That is the relevant time period for that denial and
16 CenturyTel should produce exchange specific data for that time period.

17

18 **Billing Issues**

19 **Q. In your testimony, you discussed the rate changes that occurred because of**
20 **the CenturyTel companies' decision to unilaterally convert the legacy**

1 **interconnection arrangement to being governed by Special Access tariffs.**

2 **Can you provide some idea of the magnitude of those rate changes?**

3 A. Yes. Under the previous Interim Arrangement and the current ICA, Socket can
4 obtain interconnection facilities from both CenturyTel-MO and CenturyTel-
5 Spectra at the rates set forth in the ICA. For DS1 Transport, the cost-based rate in
6 the ICA is \$49.61 for the first mile and \$0.61 cents per mile for each additional
7 mile. The first mile includes two Channel Terminations at \$24.50 each and one
8 mile of transport at \$0.61.

9 Under Special Access Tariffs, CenturyTel-MO billed Socket \$30.55 for each DS1
10 Channel Termination. CenturyTel-Spectra billed Socket \$176.32 per Channel
11 Termination and 35.76 for each additional mile. In total, each circuit had one
12 CenturyTel-MO Channel Termination, the applicable mileage, and one
13 CenturyTel-Spectra Channel Termination.

14 A true and accurate comparison of the rates per legacy interconnection is attached
15 as Schedule MK-19. In total, the trunks that were put in place with Century-
16 Spectra would have cost \$2,519.63 per month under the terms of the interim
17 arrangement. Those same circuits would cost 43,621.89 per month when billed at
18 the special access rates on the invoices.

19 The only circuits that were not being billed by CenturyTel-Spectra and
20 CenturyTel-MO were the trunks for Licking. When those trunks are removed,
21 the POIs being billed by CenturyTel-Spectra and CenturyTel-MO would have

1 been billed at \$2,292.31 under the Interim Arrangement and were being billed at
2 \$39,593.91 under Special Access tariffs. Basically, CenturyTel's unilateral
3 decision to convert the existing architecture to access tariffs and refuse to make
4 any changes ended up with CenturyTel illegitimately billing an extra \$37,301.60
5 per month.

6 Section 5.0 Relief Requested from the Commission

7 **Relief Sought From the Commission**

8 **Q. What decisions are needed from the Commission in this proceeding?**

9 A. There are several separate but related disputes that need to be resolved
10 within this complaint. While I wish that the Commission could knock the parties
11 heads together and tell us to play nicely, that simply is not going to work. All of
12 the disputes have gone through the informal dispute resolution process of our ICA
13 and have been the subject of at least two rounds of mediation.

14 The individual disputes that need to be resolved in this dispute and the
15 resolutions that Socket believes are appropriate are set out below.

16 1. Do the POI thresholds apply to indirect interconnection?
17

18 Resolution: The POI thresholds do not apply to indirect interconnection
19 arrangements.
20

21 2. What is the appropriate methodology for measuring usage to determine if
22 a particular exchange exceeds the applicable POI threshold?
23

24 Resolution: The appropriate methodology is Socket's methodology,
25 which counts the number of trunks actually used at peak. It is not
26 appropriate to use methodologies that estimate the number of trunks
27 required or used.

- 1 3. When Socket directly connects with a CenturyTel company at a single
2 POI in the LATA, is that CenturyTel Company required to deliver all
3 traffic to that initial POI until Socket is required to establish additional
4 POIs?

5 Resolution: A CenturyTel company is obligated to deliver all traffic to the
6 initial POI until additional POIs are required to be established unless
7 CenturyTel can demonstrate that doing so is not technically feasible or
8 Socket agrees otherwise. In the event CenturyTel asserts that doing so is
9 not technically feasible, it is obligated to immediately request to open a
10 case to determine if Socket's requested POI is or is not technically
11 feasible. In such a case, CenturyTel bears the burden of proof.

- 12 4. What network architecture should the parties have in place between
13 Socket and CenturyTel-Spectra?

14 Resolution: In order to conform to the obligations set forth in the current
15 ICA, Socket should be permitted to interconnect with CenturyTel-Spectra
16 on an indirect basis. To accomplish this, Socket is permitted to remove all
17 interconnection facilities between CenturyTel-MO's exchange of
18 Wentzville and the CenturyTel-Spectra exchanges of Canton, Licking,
19 Monroe City, Palmyra, and Van Buren. The traffic currently exchanged
20 over those trunk groups should be migrated to the common trunks that are
21 in place between CenturyTel-Spectra and CenturyTel-MO. Socket and
22 CenturyTel-Spectra will then exchange that traffic through their respective
23 POIs with CenturyTel-MO.
24

- 25 5. How should the billing between Socket and CenturyTel-Spectra be
26 resolved?

27 Resolution: In light of the fact that moving to this architecture would have
28 taken some period of time to complete the project, Socket is willing to pay
29 CenturyTel-Spectra for the facilities that were in place pursuant to the
30 interim arrangement at the time the current ICA became effective for a
31 reasonable period of time at the rates set forth in the Interim Agreement.
32 That reasonable amount of time is 45 days since moving to this
33 architecture required both billing and network changes. In no instance, is
34 Century-Spectra permitted to charge rates from its Special Access Tariff
35 for these facilities nor is Socket obligated to pay Special Access rates for
36 these facilities.

- 1 6. What network architecture should the parties have in place between
2 Socket and CenturyTel-Spectra?

3 Socket and CenturyTel-MO should have direct interconnection
4 arrangements in place in Wentzville, Columbia, and Branson. These
5 count as initial POIs. In exchanges where the traffic covered by the ICA
6 that is exchanged between the parties exceeds the POI threshold as
7 calculated by Socket's methodology, Socket is obligated to establish
8 additional POIs. At time Direct Testimony was filed, those locations are:
9 Bland, Jonesburg, Marthasville, and Summersville. Each POI shall be
10 sized to carry traffic for that particular exchange and shall be established
11 in the location required by the ICA.

12 Existing trunking can be left in place as dedicated trunking. This will
13 include the trunking between Wentzville and O'Fallon, St. James, St.
14 Peters, Troy and Warrenton upon mutual agreement of the parties²⁷.

- 15 7. How should the billing between Socket and CenturyTel-MO be resolved?

16 Resolution: Billing for the trunking between Wentzville and the
17 CenturyTel-MO exchanges of O'Fallon, St. James, St. Peters, Troy and
18 Warrenton - In light of the fact that moving to this architecture would have
19 taken some period of time to complete this project, Socket is willing to
20 pay CenturyTel-MO for the facilities that were in place pursuant to the
21 interim arrangement at the time the current ICA became effective for a
22 reasonable period of time at the rates set forth in the prior agreement.
23 That reasonable amount of time is 30 days since moving to this
24 architecture required only billing changes. In no instance, is Century-MO
25 permitted to charge rates from its Special Access Tariff for these facilities
26 nor is Socket obligated to pay Special Access rates for these facilities.

27 With regards to the Special Access charges for Channel Terminations for
28 the trunks between Wentzville and the CenturyTel - Spectra exchanges of
29 Canton, Licking, Monroe City, Palmyra, and Van Buren – CenturyTel-
30 MO is not permitted to bill Socket for those facilities. Under the terms of
31 the Interim Arrangement, CenturyTel-Spectra is supposed to work with
32 CenturyTel-MO to determine how to bill and charge the charges to Socket.
33 That should have occurred during the transition period as opposed to just
34 back-billing Socket.

²⁷ Socket is willing to agree to leave that trunking in place.

1 With regards to the additional POIs required to be established based upon
2 traffic volumes, CenturyTel-MO can bill Socket for those facilities at the
3 rates set forth in the ICA once the circuit is accepted and traffic begins to
4 be exchanged over those facilities.

5 **Q, DO YOU HOLD THE OPINIONS YOU EXPRESS IN THIS TESTIMONY**
6 **TO A REASONABLE DEGREE OF CERTAINTY AS AN EXPERT**
7 **REGARDING TELECOMMUNICATIONS MATTERS?**

8 A. Yes.

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

10 A. Yes, it does.