

Exhibit No.:
Issue: Tariff
Witness: R. Matthew Kohly
Sponsoring Party: Socket Telecom, LLC
and Socket Internet
Type of Exhibit: Rebuttal Testimony
Case No.: TC-2007-0307

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

In the Matter of CenturyTel of Missouri, LLC)	
d/b/a CenturyTel and Spectra Communications)	Case No. TC-2007-0307
Group, LLC d/b/a CenturyTel Tariff Filings to)	
Grandfather Remote Call Forward Services)	Tariff Nos. JI-2007-0498
To Existing Customers and Existing Locations)	JI-2007-0499

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

And

SOCKET INTERNET

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AND SOCKET INTERNET

Case No. TC-2007-0307
Rebuttal Testimony: R. Matthew Kohly
On Behalf of Socket Telecom, LLC
And Socket Internet
July 6, 2007

STATE OF MISSOURI)
) SS.
COUNTY OF BOONE)

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To Existing Customers and Existing Locations) JI-2007-0499

AFFIDAVIT OF R. MATTHEW KOHLY

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

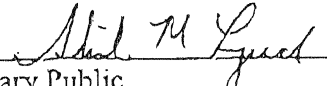
1. My name is R. Matthew Kohly. I am Director – Telecommunications Carrier and Government Relations for Socket Telecom, LLC and employed by its parent corporation Socket Holdings Corporation d/b/a Socket Internet.

2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony in the above-referenced case.

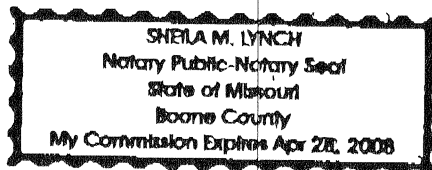
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge, information and belief.


R. MATTHEW KOHLY

SUBSCRIBED AND SWORN to before me, a Notary Public, this 6th day of July, 2007.


Notary Public

My Commission Expires:
(SEAL)



REBUTTAL TESTIMONY OF
R. MATTHEW KOHLY ON BEHALF OF
SOCKET TELECOM, LLC
AND
SOCKET INTERNET

INTRODUCTION

Q. Please state your name and address.

A. My name is R. Matthew Kohly. My business address is 2703 Clark Avenue, Columbia, MO 65202.

Q. Are you the same R. Matthew Kohly that submitted Direct Testimony in this proceeding?

A. Yes

Q. Before responding to each individual issue, do you have a general response to the direct testimony submitted by CenturyTel in this case?

A. Yes. The overall issue for Socket Internet ("Socket Internet") and Socket Telecom, LLC ("Socket") in this case is getting Socket Internet's orders for RCF fulfilled. CenturyTel is refusing to process those retail orders. CenturyTel has also refused to provision Socket Telecom orders to resell RCF service to Socket Internet. Both of these actions are inappropriate.

As shown in the Direct Testimony of Arthur Martinez and Ralph Teasley, CenturyTel's "concerns" only arise after Socket Internet changes its retail service from CenturyTel to another provider but retains their current phone number by porting that number from CenturyTel. CenturyTel attempts to justify its refusal to provide the retail

1 service by citing carrier-to-carrier interconnection issues using the same rhetoric
2 espoused during last year's arbitration between Socket and CenturyTel and recently
3 reheard in the case involving porting numbers when a customer converts to Socket's FX
4 service (TC-2007-0341). As before, Mr. Martinez's and Mr. Teasley's Direct Testimony
5 is based upon unsupported claims that Socket will overload the network on CenturyTel's
6 side of the Point of Interconnection ("POI") while operating as a fake CLEC that only
7 serves Socket Internet.

8 In short, Mr. Martinez and Mr. Teasley testify that Socket Internet will purchase
9 RCF Service from CenturyTel (paying full retail rates in doing so). After that service is
10 provisioned, Socket Internet will then request service from Socket Telecom and ask that
11 their number be ported. Up to this point, I am in agreement with the two witnesses.

12 However, after the number has been ported and Socket is now the service
13 provider, the two witnesses complain that the service provided by Socket Telecom will
14 not be consistent with CenturyTel's retail tariffs. It is as if neither witness understands
15 that once a customer ceases to obtain service from an Old Service Provider ("OSP"), the
16 OSP no longer has a business relationship with the customer and the OSPs tariffs are no
17 longer applicable. The fact the customer's number has or has not been ported does not
18 change this.

19 What is readily apparent is that none of their stated claims for why they should
20 not provide the RCF service to Socket Internet are really addressed by refusing to provide
21 the RCF service. The interconnection issues both witnesses raise occur regardless of

1 whether Socket Internet takes a new phone number when switching to Socket or is able to
2 purchase RCF service and port the number away from CenturyTel. These issues also
3 arise regardless of whether Socket provides an FX service to the customer or uses loop
4 facilities to serve the customer in the exchange. In any scenario, calls are rated the same,
5 traffic is routed the same, and CenturyTel's interconnection obligations are the same.
6 Given that, CenturyTel's witnesses are simply seeking new forums to essentially ask for
7 rehearing of the arbitration decision. This is inappropriate.

8 **Q. On page 10 of his Direct Testimony, Mr. Martinez alleges Socket Telecom has**
9 **inappropriately taken advantage of wholesale arrangements primarily to benefit its**
10 **own ISP affiliate?**

11 A. Mr. Martinez alleges that Socket is a somehow a fake CLEC that exists only to
12 serve its ISP affiliate. In numerous forums, CenturyTel has been regurgitating that
13 message for quite some time. Given that Socket now serves several thousand voice lines
14 in CenturyTel's ILEC franchise territory, almost all of them being for former CenturyTel
15 customers that happily switched to Socket, and the fact that CenturyTel has relied upon
16 Socket's presence as a "real" CLEC when requesting competitive classification on
17 several occasions, one would think CenturyTel would give up on this rhetoric. Mr.
18 Martinez's claims should be disregarded.

19 If CenturyTel truly believes Socket is unlawfully taking advantage of its CLEC
20 status, it has remedies to address those concerns. Socket's regulated services, including
21 those services purchased by ISPs, are tariffed. If CenturyTel had a legitimate concern

1 with any of Socket's regulated services, it had the opportunity to request those tariffs be
2 suspended and its concerns heard. This is certainly an option CenturyTel has used in the
3 past¹. Moreover, CenturyTel continues to have the option of pursuing a complaint
4 against Socket if they believe Socket is violating its tariff. If CenturyTel believes Socket
5 is violating the Interconnection Agreement, CenturyTel has remedies for that as well.
6 But self-help through refusing to process retail orders is not an acceptable remedy.

7 **Q. Is Socket Internet misusing the RCF service purchased from CenturyTel?**

8 A. No. Mr. Martinez's testimony admits this on page 10, lines 9 through 12. Mr.
9 Martinez's complaints seem to be that Socket Internet is not abiding by CenturyTel's
10 tariffs after switching to Socket.² This is to be expected since CenturyTel's tariffs are not
11 applicable to Socket's services.

12 **Q. Does Socket Internet use CenturyTel's RCF service to provide dial-up Internet**
13 **service?**

14 A. No. Again, Mr. Martinez' testimony admits this on page 10, lines 9 through 12 as
15 does Mr. Teasely's Direct Testimony on page 6, lines 11-19. CenturyTel's witnesses'
16 complaints are that Socket Internet is not abiding by CenturyTel's tariffs after switching
17 to Socket.³ This is to be expected since CenturyTel's tariffs are not applicable to Socket's
18 services.

¹ See Case No. TT-2005-0089, In the Matter of the Filing of New Tariff Sheets for Socket Telecom, LLC to Provide a Market Trial for Free Local Exchange Services. In this case, CenturyTel requested that Socket's proposed tariff to engage in market trials be suspended because of CenturyTel's concern that Socket would be giving away free service as part of the trial and might target too many CenturyTel customers with such free services.

² Martinez, Direct, pg. 11, lines 12 – 19

³ Martinez, Direct, pg. 11, lines 12 – 19

1 **Q. If Socket Internet is not misusing CenturyTel’s RCF service, what is CenturyTel’s**
2 **objection to providing the service to Socket Internet?**

3 A. Mr. Martinez complains about Socket Internet’s use of RCF service “after the
4 number was ported”.⁴ Likewise, Mr. Teasley complains about Socket Internet’s use of
5 the RCF Service, “[O]nce these numbers are ported out of our switch”.⁵ After a number
6 is ported from CenturyTel, CenturyTel is no longer the service provider and its tariffs are
7 no longer relevant as the service is not being provided by CenturyTel.

8 Mr. Martinez takes it one step further by testifying that, “If Socket Internet is
9 willing to commit that it will not seek to have the RCF numbers ported to another carrier,
10 CenturyTel will be in a position to reevaluate the service requests.” Basically, CenturyTel
11 has no complaint with Socket Internet’s use of CenturyTel’s RCF Service but seeks to
12 condition its willingness to provide a tariffed retail product upon a customer’s agreement
13 not to change providers. That is simply intolerable; especially from the incumbent carrier
14 of last resort and Eligible Telecommunications Carrier.

15 **Q. What is your response to Mr. Martinez’s complaint about losing control of the**
16 **phone number when the number is ported to Socket⁶?**

17 A. This complaint is misplaced and there are a number of problems with this
18 mindset. First, Mr. Martinez’s concern seems to suggest CenturyTel owns phone

⁴ Ibid, pg. 11, line 12

⁵ Teasley Direct p. 8.

⁶ Martinez, Direct, pg. 13, line 14-15

1 numbers that he believes are being taken away from CenturyTel by Socket. Phone
2 numbers are not the property of any local exchange carrier but rather they are “the means
3 by which businesses and consumers gain access to, and reap the benefits of, the public
4 switched network”⁷. While CenturyTel is permitted to use phone numbers and assign
5 phone numbers to its customers, CenturyTel does not own phone numbers as if they are
6 property. Phone numbers are a resource administered by the North American Numbering
7 Plan Administration and assigned to a carrier to use. Porting a number does not mean
8 that “property” is being taken away from CenturyTel.

9 Secondly, losing control of a phone number happens when any number is ported
10 whether or not specifically related to the RCF service. When a customer of Socket
11 switches to CenturyTel and ports their phone numbers, the customer’s phone numbers are
12 removed from Socket’s switch and become controlled by CenturyTel when the numbers
13 are activated in CenturyTel’s switch. Also, CenturyTel becomes the new service provider
14 and Socket’s tariffs are not applicable to any service offering of CenturyTel. If
15 CenturyTel sells that customer another service such as additional lines in a hunt group,
16 RCF service, or FX service and utilizes those phone numbers to provide that service,
17 there is nothing Socket can do about it. In fact, it would be none of Socket’s business.
18 Likewise, when a customer ports a number to Socket from CenturyTel, CenturyTel will
19 lose control of that number in every instance. That is what number portability is all

⁷ North American Numbering Counsel Administration Training Binder, pg. 12, http://www.nanc-chair.org/docs/NANC_Training_Binder_-_031406.doc

1 about. Mr. Martinez's complaint is nothing more than an outdated general complaint
2 about number portability.

3 Lastly, CenturyTel's witnesses' testimony suggests that they do not understand
4 the interconnection issues they are complaining of in their testimony. None of their
5 stated concerns are addressed by ultimately refusing to port a phone number. As was
6 fully discussed in the other pending complaint against CenturyTel, the same
7 interconnection issues arise whether a customer is permitted to port their existing phone
8 number or is forced to accept a new phone number from Socket. These issues also arise
9 whether Socket provides an FX service or whether Socket uses loop facilities to serve the
10 customer at a building located in the exchange. CenturyTel's interconnection
11 obligations under the interconnection agreement remain the same.

12 **Q. Is CenturyTel obligated to fulfill Socket's request to port numbers associated with**
13 **CenturyTel's RCF Service?**

14 A. Yes. The Socket Telecom interconnection agreement contains specific terms for
15 the porting of RCF numbers and CenturyTel is obligated to port those numbers under
16 Article XII, Section 6.2.2. Thus, if CenturyTel provides the retail RCF Service to Socket
17 Internet, CenturyTel has to port those numbers if Socket Internet elects to change
18 providers to Socket Telecom. Apparently unhappy with the Commission's arbitration
19 decision, CenturyTel is simply trying to minimize its porting obligations and sidestep the
20 requirement to port RCF numbers by refusing to fulfill legitimate orders for the retail
21 service.

1 **Q. Both Mr. Martinez and Mr. Teasley complain that porting the numbers causes them**
2 **to lose compensation and is an abuse of their tariff.⁸ Can you address this?**

3 A. Yes. Again, the witnesses making these arguments appear not to understand that
4 when a number is ported from CenturyTel, CenturyTel's tariffs are no longer applicable.
5 There is nothing that abuses CenturyTel's tariffs since they are not applicable. As the
6 tariffs are no longer applicable, CenturyTel will not receive retail revenues as before.
7 That happens when any customer terminates service with a company. Instead,
8 CenturyTel receives wholesale payments pursuant to its interconnection agreement with
9 the CLEC, and the CLEC's new costs and revenues depend on the services it offers. If it
10 provides interexchange service, access charges apply.

11 The witnesses are really complaining about their wholesale interconnection
12 obligations and the requirement to deliver their customer's originating traffic to the Point
13 of Interconnection; be that to a direct connection with Socket or to a third-party in the
14 case of indirect interconnection. CenturyTel is responsible for the facilities on its side of
15 the POI, although Socket Telecom has expressed a willingness to establish direct trunks
16 to facilitate the exchange of traffic.

17 **Q. Is the traffic being exchanged subject to the POI thresholds set forth in the ICA**
18 **between Socket and CenturyTel?**

⁸ Direct Testimony of Arthur Martinez, pg. 11 and Direct Testimony of Ralph Teasley, pg. 9.

1 A. Yes, in the case of a direct connection, this traffic will be counted towards
2 determining whether the POI thresholds have been met and whether Socket needs to
3 establish an additional POI. This was major concession to CenturyTel in the recent
4 arbitration and one that CenturyTel fails to acknowledge and, instead, it continually
5 complains about its interconnection obligations.

6 **Q. When Socket Internet had retail RCF service from CenturyTel, did Socket Internet**
7 **request those numbers to pointed at or calls forwarded to local numbers?**

8 A. Yes. Socket Internet was purchasing several retail RCF service arrangements
9 from CenturyTel. Socket Internet requested those arrangements be reconfigured to
10 forward calls to those numbers to local Socket Internet number phone numbers.
11 CenturyTel refused to do so and provided the following reason:

12 Section 6.B.2 of the tariff provides that “RCF service can not be used for toll by-
13 pass.” The RCF lines that are the subject of your request are currently forwarded
14 to an inter-exchange 888 service which is appropriate given that calls to the
15 forwarded RCF number will be answered outside of the local calling area. Your
16 request would instead have these RCF lines be forwarded to a supposed local
17 number even though the calls would continue to be answered outside of the local
18 calling area. This would result in a toll bypass arrangement and is not allowed
19 under the RCF tariff.

20 CenturyTel would be willing to re-evaluate this determination if you can make a
21 showing that, contrary to the above statement, calls to the RCF number would in
22 fact be answered within the local calling area. In the mean time, your request will
23 be denied and the RCF lines will continue to be forwarded to the 888 number (or
24 any other appropriate inter-exchange toll service of your choice). Of course you

1 always also have the option of terminating the RCF service if it no longer meets
2 your needs.⁹

3 In conjuring up another reason not to satisfy the requests of a retail customer, CenturyTel
4 ignored the call rating of the numbers, which is how jurisdiction is determined in the
5 industry. In addition to ignoring industry standards, CenturyTel also ignored its own
6 tariff. CenturyTel's tariff is not applicable to this situation. The cited section (6.B.2)
7 states,

8 RCF Service cannot be used for toll by-pass. The RCF customer and the RCF
9 number must be located within the same local exchange, or the RCF customer
10 must be located beyond the local calling area of the RCF number. Therefore, RCF
11 Service may not be used in conjunction with local calling plans (except
12 Metropolitan Calling Area Service (MCA)) and the RCF call may not terminate in
13 an exchange, which is an EAS point of the originating exchange.

14 Despite proper call rating, Socket Internet's request was denied because of CenturyTel's
15 concern that, "calls would continue to be answered outside of the local area" while
16 CenturyTel's tariffs addresses this and have a clause stating, "the RCF customer and the
17 RCF number must be located within the same local exchange, or the RCF customer must
18 be located beyond the local calling area of the RCF number." Thus, even if you
19 inappropriately focus on the location of the customer (as the word "location" is used in
20 the tariff)¹⁰, the tariff would permit the customer to be located beyond the local calling

⁹ See Schedule MK-7 attached hereto and incorporated herein by reference, which is a copy of email exchanged between Socket Internet and CenturyTel on March 27, 2007 in the regular course of business and kept as part of Socket Internet's business records.

¹⁰ The context of the Century RCF tariff is separate and distinct from the context of the number portability rules, regulation and decisions. Mr. Teasley's references to the "location" of the customer for number portability purposes (Teasley Direct, p. 7-8), are extraneous to this case and concern issues presented in Case No. TC-2007-0341. As explained in the testimony provided in that case, Mr. Teasley's assertions are incorrect because the pertinent location

1 area of the RCF number. CenturyTel misapplied sections of its tariff to force the
2 customer to forward calls to an 800 number and certainly did nothing to make the
3 customer want to retain CenturyTel's retail service.

4 **Q. Both Mr. Martinez and Mr. Teasley complain that porting the RCF number to**
5 **Socket Telecom will cause network congestion. Do you have a response?**

6 A. Yes. First, none of their complaints are specific to porting a number or providing
7 FX service. All of the claimed concerns such as network congestion and call rating will
8 occur whether Socket Internet is issued a new phone number or is permitted to port their
9 phone number from CenturyTel to Socket Telecom. They will also arise whether Socket
10 Telecom provides an FX Service to the customer or is able to secure loop facilities to
11 serve the customer at an office in the exchange.

12 Notably absent from either witnesses' complaints is any evidence to support their
13 complaints. The only witness to provide any specific example where blocking might
14 occur if a number was a ported was Mr. Teasley¹¹. Unfortunately, his testimony in this
15 area is misplaced and, as a result, misleading. Mr. Teasley provides an example
16 involving a customer with 120 trunks. While Mr. Teasley does not go so far as to claim
17 this number being ported was an RCF number, it is certainly insinuated. That insinuation

is the assigned rate center, which does not change. There is no toll bypass under the provisions of Section 6.2.2 of Article XII of the Interconnection Agreement because the number retains the specific and limited local calling scope of the assigned rate center, Socket Telecom's retail rate structure may be the same (usage-based) or may be different (flat-rated) than CenturyTel, but the service is equivalent. Socket Telecom does not allow further call forwarding from the remote call forwarded location and does not allow for calls to international locations.

¹¹ Direct Testimony of Ralph Teasley, pg. 8, lines 15 – 18.

1 is misleading. I can say that the number port in his example is not related to an RCF
2 service arrangement where the number is being ported to Socket Telecom. As such, it is
3 irrelevant to this case and should be disregarded.

4 His example involving 120 trunks does closely match the Rebuttal Testimony
5 given by Susan Smith in TC-2007-0341 where she cited a number port order for Willow
6 Springs that CenturyTel refused to process.¹² This was an instance where the customer
7 was purchasing five ISDN-PRIs, each with 24 DS0s, from CenturyTel. The situation
8 involving a customer subscribing to a service with 120 channels is very different than a
9 situation where a customer is subscribing to a product historically limited to a single
10 channel. Mr. Teasley's example is no way related to or similar to a number port
11 associated with CenturyTel's RCF service and it is incredibly misleading to suggest that
12 it is related to CenturyTel's RCF service.

13 **Q Mr. Teasley identifies six phone numbers associated with CenturyTel's RCF service**
14 **purchased by Socket Internet and ultimately ported to Socket Telecom at the**
15 **request of Socket Internet. He goes on to identify problems created by this such as a**
16 **trunk group becoming instantly full, the blocking of pre-basic 911 service and so on.**
17 **Do you have a response?**

18 A. Yes. According to Mr. Teasley's testimony, these numbers were in the exchanges
19 of Bourbon, Cuba and Leasburg. There were two phone numbers for each exchange. We

¹² TC-2007-0341, Rebuttal Testimony of Susan Smith, pg. 15. As explained in the surrebuttal testimony submitted by Socket Telecom in that proceeding, any network capacity issues are to be resolved promptly by the interconnecting carriers.

1 analyzed the data related to traffic volumes exchanged between Socket and CenturyTel
2 for each of these exchanges. Based upon that analysis, traffic peaked at the following
3 levels shown below in Table MK-1 for the month of May

Table MK-1 – Peak Usage	
Exchange Name	Peak Usages (in DS0s or individual trunks)
Bourbon	2
Cuba	4
Leasburg	1

4
5 For the exchange of Bourbon, the peak usage was two DSOs or two simultaneous
6 call paths. It is certainly doubtful that two DSOs are enough to overload CenturyTel's
7 interoffice network. Likewise, it is doubtful that 4 simultaneous calls from Cuba or a
8 single call from Leasburg could overwhelm CenturyTel's interoffice network. Mr.
9 Martinez's and Mr. Teasley's claims of overloading CenturyTel's interoffice network are
10 baseless rhetoric. If these traffic volumes would immediately cause blockage and 911
11 problems, one has to ask about the service CenturyTel is providing and what happened to
12 the federal Universal Service Fund money it has received.

13 **Q. Mr. Martinez cites to Section 6.B.10 of CenturyTel's Tariff related to the customer**
14 **subscribing to sufficient RCF Services at the answering location as one of the**
15 **specific reasons for denying Socket's orders. Do you have a response?**

1 A. Yes. I addressed this in my Direct Testimony¹³. The language cited to by Mr. Martinez
2 states,

3 RCF Service will only be provided when, in the judgment of the Company, the
4 customer subscribes to sufficient RCF Service at the answering location to
5 adequately handled calls without interfering with or impairing any services
6 offered by the Company.

7 This section of the tariff does not give CenturyTel unlimited discretion to choose to
8 whom it will provide the service and to whom it will not provide the service.
9 CenturyTel's discretion is limited only to determining what is sufficient service at the
10 answering location; which under the language of the tariff is where the calls are
11 answered. Mr. Martinez does not, in any way, explain what service is needed at the
12 answering location. Instead, Mr. Martinez and Mr. Teasley focus their testimony on
13 complaining about the terms of the arbitrated interconnection agreement.

14 **Q. Mr. Martinez also identifies Section 6.B.11 of the tariff related to the minimum**
15 **service period being three months. Do you have a response?**

16 A. Yes. I addressed this issue in my Direct Testimony and so will not repeat that
17 again¹⁴. I would add that Mr. Teasley's own testimony shows this excuse for not
18 fulfilling Socket Internet's orders is certainly not applied in a non-discriminatory fashion
19 and appears to be invented after-the-fact. As discussed in his Direct Testimony, on
20 February 15, 2007 I called into CenturyTel's retail customer service center and requested

¹³ Direct Testimony of R. Matthew Kohly pg. 10, lines 10 – 17.

¹⁴ Direct Testimony of R. Matthew Kohly, pg 10 lines 18 – 24

1 RCF service for Licking and Troy¹⁵. The numbers were supposed to be RCFs to
2 573.256.1130¹⁶. The point of purchasing these RCF arrangements was to demonstrate
3 that CenturyTel would freely sell and provision its RCF service to anyone, without
4 inquiring about expected usage, requiring them to certify they would not change
5 providers, or the fact that the “minimum three-month period would have extended
6 beyond the proposed effective date of CenturyTel’s tariff filing to grandfather Remote
7 Call Forward¹⁷”; as long the customer was not named “Socket Internet”.

8 **Q. Mr. Martinez alleges that this tariff filing will not prevent Socket from offering its**
9 **own RCF service. Do you agree?**

10 A. No. Under the terms of the ICA, CenturyTel is obligated to port RCF phone
11 numbers to Socket as long as the customer is currently subscribing to RCF service from
12 CenturyTel. Currently, CenturyTel’s customer can convert their CenturyTel service from
13 a non-RCF arrangement to an RCF arrangement and keep their same number as long as
14 they stay with CenturyTel during the conversion. Under the terms of the ICA, customers
15 cannot port their number to Socket and simultaneously convert from a non-RCF
16 arrangement to an RCF arrangement. Based upon past experience, CenturyTel will
17 refuse to port the number.

¹⁵ Mr. Teasley missed the fact that a third RCF number was ordered for exchange of Winona.

¹⁶ CenturyTel misprovisioned one of them by pointing it to the wrong number – 636.256.1130 instead of 573.256.1130.

¹⁷ Direct Testimony of Arthur Martinez. Pg. 12 – 13.

1 What a CenturyTel customer can do is convert their current CenturyTel service
2 from a non-RCF arrangement to an RCF arrangement and then switch to Socket. In this
3 case, CenturyTel is required to port the customer's phone number.

4 By grandfathering the service, CenturyTel will not offer the service to new
5 customers or existing customers at new premises, meaning customers will not be able to
6 convert to an RCF service.¹⁸ By not being able to convert to an RCF service prior to
7 switching to Socket, customers in CenturyTel exchanges will have to get a new phone
8 number if they want to purchase Socket's RCF service. That is a limitation and it is one
9 that customers in Embarq Missouri, LLC and Southwestern Bell L.P. d/b/a AT&T
10 Missouri exchanges do not face.

11 **Q. Can you provide a specific example to illustrate what you just said?**

12 A. Yes. Assume you have a customer in the St. Peters exchange served by
13 CenturyTel that is moving her business to Warrenton. That customer can make the move
14 and keep her St. Peters phone number at her Warrenton premises by purchasing RCF
15 Service from CenturyTel. Once she gets to Warrenton, the customer can switch to
16 Socket and have that St. Peters phone number ported since it is an existing RCF number
17 by purchasing Socket's RCF service. Under the terms of the ICA, CenturyTel is
18 obligated to port the customer's phone number.

19 What the customer cannot freely do is move to Warrenton while simultaneously
20 switching to Socket and keep her phone number since it not associated with an RCF

¹⁸ Mr. Martinez' assertions that grandfathering RCF has "zero impact" on customers and that RCF is "obsolete" (Direct p. 14), are clearly incorrect.

1 service prior to porting. However, the customer can convert her number into an RCF
2 arrangement from CenturyTel and then have it ported to Socket. Grandfathering the tariff
3 will take that option away since the RCF service will no longer be available.

4 If the customer lives in the part of St. Peters served by AT&T Missouri the
5 customer could freely switch to Socket as part of the move to Warrenton, converting her
6 AT&T-issued number to Socket's RCF service as part of the move and keep her phone
7 number.

8 This tariff filing does introduce a new limitation on Socket's ability to serve
9 customers and removes a service that Socket can currently resell. As such, this tariff
10 filing is inconsistent with Article III, Section 24.1, which prohibits CenturyTel from
11 making

12 any change in policy, process, method, or procedure using or required to perform
13 its obligations under this Agreement that, in whole or in part, has the effect of
14 diminishing the value of any right of Socket granted herein or term or condition
15 included herein, or could cause an inefficiency or expense for Socket hereunder
16 that did not exist at the Effective Date of this Agreement without the prior review
17 and written approval of Socket

18 CenturyTel has not sought nor does it have Socket's approval and this tariff filing
19 is inconsistent with the terms of the Interconnection Agreement. That said, Socket would
20 be willing to grant that approval if CenturyTel would agree to work the pending orders
21 and remove any restrictions related to Socket to porting numbers that will be served by
22 Socket's Remote Call Forward service.

1 **Q. Lastly, can you address the inmate related reason cited by Mr. Martinez for**
2 **grandfathering RCF Service?**

3 A. Yes. Mr. Martinez cites prison inmates establishing what he calls “burn” lines in
4 order to by-pass toll charges and cites information he apparently learned while surfing
5 www.prisontalk.com to describe this type of fraud as it pertains to Verizon. As this
6 involves prison inmates rather than Socket or Socket Internet, I will not respond other
7 than to say Mr. Martinez fails to state this type of fraud occurred in Missouri or even
8 when this alleged fraud took place, so the relationship between this alleged fraud and the
9 decision to grandfather its RCF service is tenuous at best.

10 **Q. Does this complete your Rebuttal Testimony?**

11 A. Yes.