

Exhibit No.:  
Issue: Number Portability  
Witness: R. Matthew Kohly  
Sponsoring Party: Socket Telecom, LLC  
Type of Exhibit: Direct Testimony  
Case No.: TC-2007-0341

**BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

Socket Telecom, LLC,	)	
	)	
Complainant,	)	
	)	
v.	)	<b><u>Case No. TC-2007-0341</u></b>
	)	
	)	
CenturyTel of Missouri, LLC d/b/a	)	
CenturyTel and Spectra Communications	)	
Group, LLC, d/b/a CenturyTel,	)	
	)	
Respondents.	)	

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

Carl J. Lumley, #32869  
Leland B. Curtis, #20550  
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](mailto:clumley@lawfirmemail.com)  
[lcurtis@lawfirmemail.com](mailto:lcurtis@lawfirmemail.com)

**ATTORNEYS FOR SOCKET TELECOM, LLC**

Case No. TC-2007-0341  
Direct Testimony: R. Matthew Kohly  
On Behalf of Socket Telecom, LLC  
May 1, 2007

STATE OF Missouri )  
 )  
COUNTY OF Boone ) SS.

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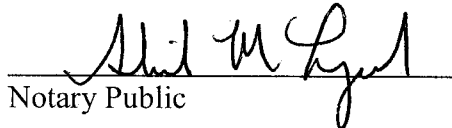
**AFFIDAVIT OF R. MATTHEW KOHLY**

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

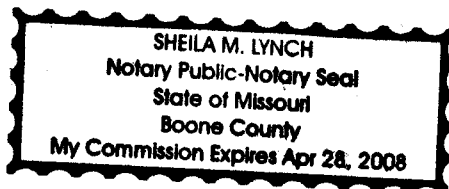
1. My name is R. Matthew Kohly. I am Director – Telecommunications Carrier and Government Relations for Socket Telecom, LLC.
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony in the above-referenced case.
3. I hereby swear and affirm that my statements contained in the 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 26th day of April, 2007.

  
Notary Public

My Commission Expires:  
(SEAL)



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

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

A. I am employed by Socket Holdings Corporation and am assigned to work for  
Socket Telecom, LLC (“Socket”) as Director – Telecommunications Carrier and  
Government Relations. In this position, I am responsible for Socket’s relationship with  
other telecommunications carriers as well as regulatory issues. In addition, I work  
closely with Socket’s operational units to implement the provisions of the many contracts  
that Socket operates under, including those provisions that concern number portability.

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

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

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

A. Prior to joining Socket, I was employed by AT&T Corporation from 1998  
through 2004 in AT&T’s Law and Government Affairs Department as State Regulatory  
Manager and, later, as State Director. In that position I was responsible for the  
development and implementation of AT&T’s regulatory and legislative policies and

1 activities in Missouri. My responsibilities also included providing support for AT&T's  
2 entries into various segments of the local exchange market. I also participated in  
3 regulatory proceedings, including arbitration proceedings dealing with local  
4 interconnection, costing, universal service, numbering, access charges, and Section 271  
5 compliance.

6 Prior to that, after working several months as an Energy Economist with the  
7 Missouri Department of Natural Resources, I became employed by Sprint/United  
8 Management Corporation as a Manager, State Regulatory Affairs. My duties included  
9 the development of Sprint Communications Company L.P.'s regulatory policy, focusing  
10 on issues surrounding competitive market entry, such as TELRIC costing of unbundled  
11 network elements, universal service, access charges, and 271 proceedings.

12 Prior to that I was employed at the Missouri Public Service Commission as a  
13 Regulatory Economist in the Telecommunications Department and, later, on the  
14 Commission's Advisory Staff. While in the Telecommunications Department, I assisted  
15 in developing Staff's position on issues related to costing, local interconnection and  
16 resale, universal service, and tariff issues. While serving on the Arbitration Advisory  
17 Staff, I advised the Commission on issues arising from mediation and arbitration  
18 proceedings filed pursuant to the 1996 Federal Telecommunications Act ("Act" or  
19 "TA96").

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

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

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

4 **BACKGROUND INFORMATION**

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

6 A. Socket is a certificated competitive local exchange company in the State of  
7 Missouri. Socket is a Missouri limited liability company in good standing, with its  
8 principal place of business located at 2703 Clark Avenue, Columbia, Missouri 65202.  
9 Socket is an authorized provider of intrastate switched and non-switched local exchange  
10 and interexchange telecommunications services in Missouri under certificates granted  
11 and tariffs approved by the Commission. Socket is also an authorized provider of  
12 interstate telecommunications services in Missouri under the jurisdiction of the Federal  
13 Communications Commission.

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

1 Socket Internet,<sup>1</sup> as well as unaffiliated Internet Service Providers. Socket is currently  
2 researching and testing products and services that will allow it to expand into the  
3 residential market.

4 **Q. Can you provide some background on the CenturyTel entities that are parties to**  
5 **this case?**

6 A. Yes. The two CenturyTel entities are Spectra Communications Group, LLC d/b/a  
7 CenturyTel (“CenturyTel – Spectra”) and CenturyTel of Missouri, LLC (“CenturyTel -  
8 Missouri”) collectively referred to as CenturyTel Operating Companies (“CTOC” or  
9 “CenturyTel”). Each is a wholly-owned subsidiary of CenturyTel, Inc. Each entity  
10 obtained its franchise territory by purchasing assets from GTE Midwest, Inc. and its  
11 successor Verizon Midwest, Inc. in two separate transactions. Together, their Missouri  
12 franchise territory represents the territory originally served by GTE Midwest, Inc.  
13 Collectively, these entities serve nearly a half-million access lines in Missouri. As these  
14 two entities are technically considered separate incumbent local exchange carriers by the  
15 Commission,<sup>2</sup> Socket has separate but identical (other than incumbent name)  
16 interconnection agreements (ICAs) with each of them that were arrived at through the  
17 arbitration in Case No. TO-2005-0299 and approved by this Commission on or about  
18 October 13, 2006. A copy of one of those agreements is attached hereto as Schedule MK-  
19 2.

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<sup>1</sup> Socket Telecom is owned by Socket Holdings Corporation which does business under the name Socket Internet.

<sup>2</sup> In my experience there is no separation between CenturyTel of Missouri and Spectra. However, the Commission has made it clear that it will regard separate legal entities as being separate. *Report and Order*, MoPSC Case No. CO-2005-0066, p. 13 (Dec. 2004).

1           As admitted in its Answer herein, CenturyTel of Missouri, LLC d/b/a CenturyTel  
2           is a limited liability company organized and existing under the laws of the State of  
3           Louisiana and authorized to conduct business in the State of Missouri. It is a public utility  
4           subject to the jurisdiction of the Commission and provides telecommunications services  
5           in its service areas within the State of Missouri under authority granted and tariffs  
6           approved by the Commission. It is an incumbent local exchange carrier as defined in  
7           Section 251(h) of the Telecommunications Act of 1996 and a noncompetitive large local  
8           exchange carrier as defined in Sections 386.020, 392.361, and 392.245 R.S.Mo.  
9           CenturyTel's principal place of business is located at 100 CenturyTel Drive, Monroe,  
10          Louisiana 71203, and it has local offices at 220 Monroe Street, 1<sup>st</sup> Floor, Jefferson City,  
11          Missouri 65101.

12          As admitted in its Answer herein, Spectra Communication Group, LLC d/b/a  
13          CenturyTel is a limited liability company organized and existing under the laws of the  
14          State of Delaware and authorized to conduct business in the State of Missouri. It is a  
15          public utility subject to the jurisdiction of the Commission and provides  
16          telecommunications services in its service areas within the State of Missouri under  
17          authority granted and tariffs approved by the Commission. It is an incumbent local  
18          exchange carrier as defined in Section 251(h) of the Telecommunications Act of 1996  
19          and a noncompetitive large local exchange carrier as defined in Sections 386.020,  
20          392.361, and 392.245 R.S.Mo. Spectra's principal place of business is located at 100  
21          CenturyTel Drive, Monroe, Louisiana 71203, and it has local offices at 220 Monroe  
22          Street, 1<sup>st</sup> Floor, Jefferson City, Missouri 65101.

1    **Q.    What is the purpose of your testimony?**

2    A.           The purpose of my testimony is to explain why the Commission should require  
3           CenturyTel to port telephone numbers as requested by Socket.  First, I will explain how  
4           the number portability process is supposed to work from an operational standpoint, as  
5           well as the details of the number port orders identified in Socket’s complaint in this case  
6           and additional instances where CenturyTel has improperly refused to port numbers as  
7           requested by Socket.  I will then explain how CenturyTel’s refusal to port these numbers  
8           adversely impacts Socket’s ability to serve end-user customers as well as the end-user  
9           customers themselves.  Finally, I will explain why CenturyTel’s actions and inactions  
10          violate the Telecommunications Act of 1996, FCC number portability requirements,  
11          industry practices, and the interconnection agreements in place between Socket and the  
12          two CenturyTel entities.

13   **Q.    Do you hold the opinions you express in this testimony to a reasonable degree of**  
14   **certainty as an expert regarding telecommunications matters?**

15   A.    Yes.

16   **Q.    Please explain number portability?**

17   A.           In very basic terms, number portability is the ability of end users to keep their  
18           phone number when changing service providers.  From the adoption of the  
19           Telecommunications Act of 1996, it has been uniformly recognized that “the ability to  
20           change service providers is only meaningful if a customer can retain his or her local



1 telephone number.”<sup>3</sup> The FCC has recognized that the ability of a customer to keep its  
2 phone number when changing providers promotes competition by making it less  
3 expensive and less disruptive to change carriers, and concluded that the inability to port  
4 numbers is an operational barrier for new entrants.<sup>4</sup> As such, the FCC rules  
5 implementing number portability were designed to promote competition, not to protect  
6 individual competitors.<sup>5</sup>

7 Specifically, 47 USC 153 (46) defines “number portability” as “the ability of  
8 users of telecommunications services to retain, at the same location, existing  
9 telecommunications numbers without impairment of quality, reliability, or convenience  
10 when switching from one telecommunications carrier to another.” The FCC regulations at  
11 47 CFR 52.21 define “number portability” and “service provider portability” in exactly  
12 the same way, using the same language as the statute. The Telecommunications Act of  
13 1996 requires all local exchange carriers to provide number portability. Section 47 USC  
14 251(b)(2) requires all local exchange carriers “to provide, to the extent technically  
15 feasible, number portability in accordance with requirements prescribed by the  
16 Commission.” The FCC requires all carriers, both wireless and wireline, to provide  
17 service provider portability.<sup>6</sup>

18 **Q. What is the dispute between Socket and CenturyTel that is at issue in this case?**

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<sup>3</sup> House of Rep. Comm. On Commerce Report on HR 1555 at 72 (July 24, 1995)(House Report)(cited by FCC in its First Report and Order and Further Notice of Proposed Rulemaking, *In the matter of Telephone Number Portability* CC Docket 95-116, ¶ 2 (July 2, 1996), hereinafter First Report and Order).

<sup>4</sup> First Report and Order, ¶ 16.

<sup>5</sup> *In the Matter of Telephone Number Portability*, FCC CC Docket No. 95-116 (Nov. 10, 2003), ¶ 27 (hereinafter Intermodal Order).

<sup>6</sup> First Report and Order; Intermodal Order.

1     A.           CenturyTel is currently refusing to process several of Socket's orders to port  
2           certain customers' phone numbers and contends that it is not required to port the  
3           numbers. This refusal appears to be part of an overall policy of CenturyTel's that should  
4           be addressed in its entirety in addition to resolving the individual incidents.

5           The dispute centers on the meaning of the phrase, "at the same location"  
6           contained in the definition of local number portability and service provider portability.  
7           As will be explained in greater detail below, "at the same location" means assigned to the  
8           same rate center, consistent with FCC decisions and rules and the manner in which the  
9           industry has implemented local number portability. Nonetheless, CenturyTel unilaterally  
10          seeks to impose its own, different interpretation, which is designed to artificially  
11          minimize its number porting obligations, obstruct competition, and force Socket to agree  
12          to new interconnection terms that are more favorable to CenturyTel than the results of the  
13          recent arbitration. Contrary to FCC and industry standards, CenturyTel asserts that it  
14          does not have to port numbers if the customer moves its service from one site to another,  
15          even though the numbers would still be assigned to the same rate center. To date,  
16          CenturyTel has completed port orders when customers physically move from one site to  
17          another within the exchange. However, CenturyTel maintains that it is not required to do  
18          so, and has refused to do so when customers move to sites outside the exchange but  
19          subscribe to foreign exchange service to retain rate center assignment.

20          Not only has CenturyTel's unlawful policy impaired Socket's ability to serve its  
21          customers, but the haphazard and unpredictable manner in which CenturyTel has

1 implemented its policy (as described below) has been especially harmful to Socket and  
2 disruptive to customers attempting to change providers.

3 **OVERVIEW OF NUMBER PORTABILITY PROCEDURES**

4 **Q. What governs the porting process in place between the companies?**

5 A. The porting process between the companies is governed by Section 251(b)(2),  
6 FCC rules and decisions, the ICAs between the parties, and industry practices in  
7 conjunction with the well-defined procedures set forth by the North American  
8 Numbering Council (NANC). The ICAs acknowledge that CenturyTel must comply  
9 with all laws including the Act (Article III, Sections 13.0, 23.0 and 50.0, Article XII,  
10 Section 1.1), as well as FCC Orders and industry practices (Article XII, Section 3.2.1).  
11 The agreements expressly state that, “Industry guidelines shall be followed regarding all  
12 aspects of porting numbers from one network to another.” (Article XII, Section 6.4.4).  
13 The agreements also require CenturyTel to act in good faith when performing its  
14 obligations under the Agreement. (Article III, Section 22.0).

15 Article XII: Local Number Portability – Permanent Number Portability in the  
16 parties’ ICAs contains two methods for porting numbers – the Ten Digit Trigger (TDT)  
17 method and Coordinated Hot Cuts (CHC).

18 CenturyTel also has a third method called the uncoordinated conversion that was  
19 specifically excluded from the ICAs during negotiations between the parties because of

1 provisioning problems that Socket previously encountered with CenturyTel<sup>7</sup>. As this  
2 uncoordinated process is not found in our ICA, CTEL should never port a number for  
3 Socket and its customers using this process.

4 **Q. Will you please explain the two methods for porting numbers between the**  
5 **companies?**

6 A. The TDT method is generally the preferred method as it is relatively automatic,  
7 does not require the companies to coordinate the actual cut-over and, when done  
8 properly, results in almost no down time for the end user. A more complete description is  
9 attached as Schedule MK-3. When using the TDT, the donor party (the company  
10 receiving a port request and relinquishing the ported number, see ICA Article XII,  
11 Section 2.1.2) is required by our ICA to place the unconditional TDT no later than by  
12 11:59 pm on the day before the schedule due date<sup>8</sup>.

13 Under the CHC method, the parties agree upon a date and time to port the number  
14 from the donor's switch to the new service provider's switch. At the agreed upon time,  
15 the recipient party contacts the donor party. The two parties initiate the porting process  
16 and remain on the phone with each other during the porting process. Once CenturyTel  
17 deactivates the number in its switch, Socket immediately activates the number in its  
18 switch and at the Number Portability Administration Center ("NPAC").<sup>9</sup>

19 Either way, at the end of the process the ported telephone number becomes  
20 identified with the new provider's switch and ceases to be identified with the old

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<sup>7</sup> The specific problems were that CenturyTel would perform the uncoordinated conversion prior to the due date resulting in an outage, or after the due date resulting in a delay in the customer being able to change providers.

<sup>8</sup> See ICA, Article XII, Section 5.1.1.2.

<sup>9</sup> ICA, Article XII, Section 5.1.2 et seq.

1 provider's switch, so that calls to the number are routed to the customer's current service  
2 provider, who in turn transmits the calls to the customer.

3 **Q. Will you describe how number port orders between Socket and CenturyTel are**  
4 **supposed to be processed?**

5 A. I will provide an overview of an order placed by Socket to port a number away  
6 from CenturyTel to Socket, as it is the order type relevant this dispute. For a more  
7 complete explanation, see Inter-Service Provider LNP Operations Flows created by the  
8 North American Numbering Council attached as Schedule MK-4 as well as CenturyTel's  
9 Process Flow: Number Port Order Request Process attached as Schedule MK-5 and the  
10 relevant section of CenturyTel's CLEC Service Guide attached attach as Schedule MK-6.

11 Socket places an order for a number to be ported by means of a local service  
12 request (LSR) to CenturyTel. Socket uses the web-based interface found on  
13 CenturyTel's Sales Now Website to place the order. Upon receipt of the order,  
14 CenturyTel must promptly review the order for accuracy and either reject the order (and  
15 identify any error(s) found on the order) or return a Firm Order Confirmation (FOC).  
16 Errors that would justify rejecting the order could include incorrect customer phone  
17 number or address, order was placed requesting a TDT when CenturyTel is not capable  
18 of porting numbers using that method, or invalid due date. If the order were placed  
19 requesting a CHC, the order could also be rejected if the requested time and date were not

1 acceptable to the donor party. If an order is rejected for inaccuracies, Socket corrects the  
2 errors and resubmits the order.<sup>10</sup>

3 If CenturyTel returns a Firm Order Confirmation, Socket considers the order to be  
4 properly submitted in all respects and that CenturyTel has proper facilities to complete  
5 the order. This is consistent with how the industry views an FOC. For example,  
6 CenturyTel's Process Flow: Number Port Order Request Process, defines an FOC as:

7 An FOC (Firm Order Confirmation) will be submitted to the carrier from  
8 CenturyTel once facility information has been determined. Confirmation from  
9 CenturyTel to the CLEC that the order has been received and is in the process of  
10 being worked. A Web Notification, via email will be sent alerting the initiator to  
11 view any status changes to the order.

12 The FOC will include:

- 13 • Telecommunications Carrier's Purchase Order Number
  - 14 • CenturyTel assigned service order number
  - 15 • Due Date for the service request
  - 16 • End User's telephone number
  - 17 • Circuit Identification Number
  - 18 • CLEC BAN<sup>11</sup>
- 19
- 20

21 The FOC is conveyed by CenturyTel to Socket via an e-mail update notifying  
22 Socket that the order has been placed in "Provisioned" status and via an update to the  
23 ordering interface showing the order placed in "Provisioned" status. According to  
24 CTEL's Process Flow: Number Port Order Request Process guide, "Provisioned" status  
25 means

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<sup>10</sup> ICA Article XII, Section 4.0 et seq.

<sup>11</sup> [http://www.centurytel.com/WholesaleServices/technical\\_references/docs/Port\\_Order\\_Process.pdf](http://www.centurytel.com/WholesaleServices/technical_references/docs/Port_Order_Process.pdf) (See Schedule MK 5).

1 Provisioned: Firm Order Confirmation - facility information has been determined,  
2 a tentative due date is scheduled; a confirmation or order number will be listed  
3 with a Provisioned order status<sup>12</sup>

4 Once Socket receives the FOC from CenturyTel, Socket then notifies NPAC of  
5 the port order. At NPAC, CenturyTel has the opportunity to concur in the port order if it  
6 agrees to port the number as reflected in the NPAC entries. CenturyTel is not required to  
7 concur, as there is a default time period where CenturyTel is deemed to have concurred in  
8 the order if it does not respond in that time period. (See Schedule MK-4).

9 If CenturyTel does not agree that the number should be ported, CenturyTel is  
10 required to place the port order in Conflict status at NPAC. Valid reasons for placing an  
11 order into "Conflict" status include Local Service Request not received, FOC not issued,  
12 Due Date Mismatch, Vacant Number Port, or General Conflict. If CenturyTel chooses to  
13 place an order in Conflict status, it must do so prior to noon on the business day before  
14 the Due Date. After noon on the business day before the Due Date, NPAC will reject a  
15 late conflict request. (See Schedule MK-4).

16 Assuming no conflicts, if the order was submitted as a TDT order, CenturyTel is  
17 required to complete its work by 11:59 p.m. on the day prior to the due date. To  
18 complete its work, CenturyTel must place the TDT trigger on the phone number. This  
19 will cause all calls to that number to generate a LNP database query. On the due date,  
20 Socket will complete the port at NPAC. Once this is done, LNP database queries will  
21 direct calls to the number being ported to be routed to Socket rather than CenturyTel as

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<sup>12</sup> [http://www.centurytel.com/WholesaleServices/technical\\_references/docs/Port\\_Order\\_Process.pdf](http://www.centurytel.com/WholesaleServices/technical_references/docs/Port_Order_Process.pdf) (See Schedule MK 5).

1 the old service provider. After Socket completes the work at NPAC, CenturyTel must  
2 then place a permanent number portability trigger on that number (remove it from its  
3 switch). CenturyTel may start this activity after 11:59 a.m. on the first business day  
4 following the due date and must complete that task by the end of that business day (5:00  
5 pm).<sup>13</sup>

6 If the number port order was submitted requesting a CHC, Socket will follow the  
7 same LSR process with CenturyTel with one exception related to agreeing upon the date  
8 and time of the port. In the event that CenturyTel cannot meet the time and date  
9 requested by Socket, CenturyTel would reject Socket's order and indicate the date/time  
10 are not acceptable. If the date and time are acceptable, CenturyTel must return an FOC.  
11 Socket will then place a port order with NPAC. CenturyTel (having already issued an  
12 FOC) is required by the ICA to concur at NPAC with the order requesting a time for the  
13 CHC.<sup>14</sup> At the agreed upon time, Socket contacts CenturyTel to initiate the porting  
14 process. CenturyTel will remove the Central Office Translations (phone numbers) to be  
15 ported from its switch. As this is being done, Socket activates the Central Office  
16 translations that were previously loaded its switch. This will cause the customer to draw  
17 dial tone from Socket's switch rather than CenturyTel's. Socket directs NPAC to activate  
18 the new subscription data, which will then be broadcast to all service providers in the  
19 area, who are then supposed to update their LNP databases. As this is done, calls from

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<sup>13</sup> ICA, Article XII, Section 5.1.1.3.

<sup>14</sup> ICA, Article XII, Section 5.1.2.1.



1 other customers of other service providers will begin routing to the customer. Socket  
2 then begins making test calls to verify that calls to ported numbers are routing properly.

3 Regardless of which method is used to port the number, CenturyTel lastly updates  
4 its Sales Now ordering interface and provides an e-mail notification that the port order  
5 has been placed in “Completed” status on the port order is finish. According to  
6 CenturyTel’s Process Flow: Number Port Request Process, the “Completed” status  
7 means, “Complete: order has been completed, and all services are working.”<sup>15</sup>

8 **NUMBER PORTS ADDRESSED IN COMPLAINT**

9 **Q. Socket’s complaint identified two orders requesting numbers be ported as not being**  
10 **worked by CenturyTel. Can you explain the details of each of those orders?**

11 A. On January 31, 2007, Socket submitted an order to port two telephone numbers in  
12 the CenturyTel – Missouri Willow Springs exchange with a due date of February 7, 2007.  
13 The specific numbers are 417-469-9090 and 417-469-4900. The customer is Socket  
14 Holdings Corporation d/b/a Socket Internet. It uses one of the numbers for customer  
15 Internet local dial-up access and the other one for local technical support. Socket  
16 Telecom received a Firm Order Confirmation from CenturyTel on January 31, 2007  
17 confirming the due date and indicating the port order was placed in Provisioned status  
18 (See MK-7). After receiving the FOC, Socket also submitted the order to NPAC.  
19 CenturyTel did not challenge the order at NPAC.

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<sup>15</sup> [http://www.centurytel.com/WholesaleServices/technical\\_references/docs/Port\\_Order\\_Process.pdf](http://www.centurytel.com/WholesaleServices/technical_references/docs/Port_Order_Process.pdf) (see Schedule MK 5).

1           Based upon the fact that Socket had placed the order requesting the port be  
2           processed via the TDT method, received a FOC, and the order was not challenged at  
3           NPAC, Socket believed CenturyTel had placed the TDT as required by the ICA. Based  
4           upon this expectation, Socket completed its work at NPAC on the due date causing the  
5           phone numbers to be ported in the Local Number Portability Databases. This caused all  
6           traffic requiring a LNP database query to begin to route through Socket to the customer.  
7           Socket also performed routine testing on the due date to make sure the order was properly  
8           completed. Socket discovered that calls routing locally through CenturyTel's switch in  
9           Willow Springs that did not require a LNP database query were not routing correctly to  
10          Socket's switch.

11          Upon finding that trouble, Socket contacted CenturyTel's CLEC Service Center  
12          to determine why the number port had not been completed properly. CenturyTel's  
13          representative indicated she would try to determine what had happened. Subsequently,  
14          Socket's technician was informed that the port order could not be worked and that  
15          CenturyTel Carrier Relations would provide an explanation later. Shortly thereafter,  
16          Socket received an e-mail generated by the CenturyTel's Web-based ordering system  
17          confirming that the number port had been placed in "Completed" status (See Schedule  
18          MK-8). After receiving that notice, CenturyTel's account representative assigned to  
19          Socket, Joey Bales, sent an e-mail message stating that CenturyTel would not complete  
20          the number port as requested because of capacity issues. (See Schedule MK-9)<sup>16</sup>

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<sup>16</sup> CenturyTel's assertion that 121 trunks were required was erroneous, as was its assertion that direct trunks were required. The billing issues mentioned in the email are the subject of separate disputes between the parties.

1 **Q. Does the ICA between the parties or applicable law permit CenturyTel to refuse to**  
2 **process number port orders on the grounds that it lacks capacity?**

3 A. No. There is no such provision found in the Interconnection Agreement.  
4 Each party is responsible for providing necessary facilities on its side of the point of  
5 interconnection. Facility issues may as a practical matter result in a short delay in going  
6 forward with a port, but it is not grounds to withhold a port. The FCC has made it clear  
7 that such issues are not a basis for denying a number port.<sup>17</sup> Proper forecasting and use  
8 of forecasting should minimize facility issues.

9 **Q. How did Socket try to address CenturyTel's refusal to port the requested number.**

10 A. The parties met subsequently via conference call to discuss the number port and the  
11 purported capacity issues. At that time, CenturyTel informed me that this particular port should  
12 be processed via a Coordinated Hot Cut (CHC) rather than the Ten Digit Trigger requested by  
13 Socket, asserting that their switch could not handle a TDT. Socket was also informed that  
14 CenturyTel believed it was not obligated to port the numbers in question because they were  
15 numbers used by an ISP and that porting the numbers would amount to "Location Portability".  
16 However, CenturyTel did confirm that the capacity issues could be readily addressed.

17 On that call, I asked CenturyTel's representatives if they would port the numbers if  
18 Socket ordered Enhanced Extended Loop (EEL)<sup>18</sup> facilities to serve the customer in Willow  
19 Springs. After the difference between loop facilities (which carry traffic to/from Socket's switch  
20 to the customer) versus interconnection facilities (which, in this instance, carry traffic between  
21 CenturyTel's switch and the point of interconnection of the Socket and CenturyTel networks

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<sup>17</sup> Intermodal Order, ¶ 28, n 75.

<sup>18</sup> EELs are a combination of loop and transport facilities and related facilities, equipment and functions that connect a distant switch to a customer. (ICA Article VII, Section 2.20 et seq).

1 where the traffic is exchanged between the companies) was discussed, CenturyTel's  
2 representatives agreed that CenturyTel would then have to port the number in this situation.  
3 However, they immediately asserted that this would exacerbate the purported facilities issues  
4 because EEL facilities would be in addition to any necessary interconnection facilities. They  
5 asserted that CenturyTel would not have the capacity to accommodate such a request for  
6 unbundled network elements without adding additional switch ports.

7 **Q. What was the basis for CenturyTel's assertion that this request involved location portability**  
8 **as part of its explanation of its refusal to port the number?**

9 A. While I am not certain, it appears that they looked at the name of the customer,  
10 determined that the customer was an ISP, and assumed that Socket was going to serve this  
11 customer via an FX arrangement. In any event, they refused to port the number unless and until  
12 Socket demonstrated that it had loop facilities in that exchange to serve that customer (even  
13 though they were also asserting they lacked the necessary facilities for Socket to obtain loops  
14 from CenturyTel).

15 **Q. Did Socket address CTEL's claim that the port should have been ordered as a Coordinated**  
16 **Hot Cut?**

17 A. Yes. Socket re-ordered the number port as a Coordinated Hot Cut on February 23, 2007  
18 requesting the port be jointly worked on March 7, 2007 at 9 a.m. On February 26, 2007, that  
19 order was placed in Unworkable status by CenturyTel and the following explanation was  
20 provided to Socket via CenturyTel's Sales Now ordering interface (See Schedule MK-10 :

21 "Comments: 022607..PON: P4174699090A.. Rejecting order due to we cannot  
22 port tn's at this time...In order for tn's to be ported a direct trunk will need to be set  
23 up....Please contact Joey Bales for further explanation....A. Rigsby"

24 This response was an attempt to require Socket to establish a point of interconnection with  
25 CenturyTel in Willow Springs as a condition of porting the customer's phone numbers, even

1        though a point of interconnection is not required by the ICA as it does not meet the criteria for  
2        establishing a POI at this time<sup>19</sup>    Socket also received an e-mail update on that same date  
3        changing the status of the port to “unworkable” (see schedule MK 10).

4        **Q.     What provisions of the ICAs did CenturyTel cite as its basis for asserting that it was not**  
5        **required to process Socket’s port order?**

6        A.            In subsequent discussions, Socket requested that CenturyTel identify the specific  
7        provisions of the ICA that it believed permitted it to refuse to complete Socket’s number port  
8        order. CenturyTel’s Director of Carrier Relations, Susan Smith, identified the following two  
9        provisions via e-mail (See Schedule MK-11):

10  
11                    Article III, Section 23.0 Governing Law

12                    This Agreement, and the Parties’ performance hereunder, shall be governed by  
13                    and construed in accordance with the Act, and applicable federal and Missouri  
14                    law.

15                    Article III, Section 50

16                    CenturyTel further agrees to provide Number Portability in accordance with the  
17                    requirements of the Act. Specific requirements concerning Number Portability  
18                    are set forth in Article XII – Local Number Portability.

19  
20        Other than these general, “applicable law” cites, CenturyTel has not provided any  
21        specific cites to provisions of the ICA in support of its position in this dispute.

22        **Q.     Did CenturyTel provide any explanation of what Socket could do in order to get this**  
23        **and similar number port orders completed?**

24        A.            Yes. CenturyTel’s attorney, Cal Simshaw, indicated that CenturyTel had “come  
25        full circle” on this issue and would agree to port numbers in such situations if Socket

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<sup>19</sup> ICA, Article V, Section 4.0 et seq.

1 would agree to new interconnection provisions that called for Socket to establish a point  
2 of interconnection in a calling area prior to requesting a number to be ported.

3 **Q. Do you have a response to that proposal?**

4 A. CenturyTel's "policy" is based upon its stated objection to Socket not having loop  
5 facilities in place to serve the customer at the same physical site. Loop facilities carry  
6 traffic from Socket's switch to the customer; all of which lies on Socket's side of a point  
7 of interconnection and really, is none of CenturyTel's business. CenturyTel's stated  
8 condition for porting the numbers relates to interconnection or transport facilities – all of  
9 which would be on CenturyTel's side of the POI. Thus, CenturyTel's "willingness" to  
10 port the number is not at all related to loop facilities or the customer's "location".  
11 Instead, CenturyTel's proposal would have Socket pay for transport facilities from the  
12 exchange where the number is assigned back to the POI in Branson; all on CenturyTel's  
13 side of the POI. Socket is not responsible for facilities on CenturyTel's side of the  
14 POI.<sup>20</sup>

15 In this instance, customer loops and the transport on CenturyTel's side of the POI  
16 are completely unrelated. CenturyTel improperly seeks to withhold number portability,  
17 a function that Congress and the FCC recognize as being critical to a carrier's ability to  
18 compete, in order to gain more favorable (to it) interconnection terms than those decided  
19 by the Commission in last year's arbitration. Socket invested substantial resources in  
20 that arbitration and is not willing to give in to such coercion.

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<sup>20</sup> ICA, Article V, Sections 4.8 and 4.9.

1 **Q. From an operational perspective, can you explain why Socket processed the orders**  
2 **at NPAC on the due date?**

3 A. Yes. Quite simply, Socket believed that CenturyTel completed its work by  
4 setting the unconditional TDT before the due date. This is because the orders were  
5 placed requesting the ports be processed via the TDT method<sup>21</sup>. Socket also had received  
6 no information that the port was being worked another way or that it would not be  
7 worked. Socket did not learn of a problem until it failed.

8 Based upon CenturyTel's response to Socket's Complaint and Motion for  
9 Expedited Relief, it is my opinion that CenturyTel received Socket's order requesting the  
10 port be done via the TDT method, but then erroneously set the order to be processed as an  
11 Uncoordinated Conversion. That would explain why CenturyTel had not looked at this  
12 order or started any work on this order until the due date. If it were provisioned as a  
13 TDT, CenturyTel would have been required to complete their work the day before the  
14 due date.

15 If the order was placed requesting a porting method that CenturyTel, for whatever  
16 reason, could not perform, it should have rejected the order rather than set it to be worked  
17 another way. Even worse, it failed to convey any information to Socket. As a result,  
18 the number port remains completed at NPAC but not worked at the local level.

19 **Q. Socket's complaint identified a second incident. Can you please describe that one?**

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<sup>21</sup> Socket's technicians that place number port orders had been instructed in Fall 2006 to place all number orders using the TDT method unless they specifically wanted a CHC. We interpreted this to mean that CenturyTel had addressed the issues on its side and that there were no longer any technical feasibility issues. After that, Socket regularly requested a TDT on these types of orders.

1     A.           This number port involved Socket's order to port a phone number (573-322-8421)  
2           in the CenturyTel – Spectra Ellsinore exchange for an unaffiliated customer named  
3           Poplar Bluff Internet. The customer planned to use this as a test number to test Socket  
4           services. This port order was submitted to CenturyTel on October 30, 2006 with a due  
5           date of November 7, 2006. CenturyTel issued a Firm Order Confirmation on November  
6           1, 2006 and reported it as completed on November 9, 2006 (See Schedule MK-12).  
7           Socket completed the port at NPAC on November 7, 2006 causing all calls requiring an  
8           LNP database query to begin routing to Socket's network. Socket's routine testing  
9           revealed that calls were not being routed correctly at the local level, indicating the port  
10          order had not been properly provisioned.

11           On a call with CenturyTel regarding its refusal to port numbers for another  
12          reason<sup>22</sup>, Socket (acting through me and other representatives) raised the problem with  
13          this and eleven other numbers that were reported by CenturyTel as completed but were  
14          not routing correctly at the local level.

15           CenturyTel's Director of External Affairs assured Socket that this and the other  
16          ports that were reported as Complete but were not routing properly would be corrected.

17          Subsequently, on December 12, 2006, CenturyTel's Account Representative assigned to

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<sup>22</sup> On October 31, 2006, CenturyTel suddenly began refusing to process number port orders submitted by Socket on the grounds that CenturyTel was not required to port numbers unless Socket demonstrated that it had facilities or numbering resources in an exchange. As a result of this new and unannounced policy, several orders were rejected without any advance notice and several other pending orders were not properly ported. CenturyTel's sole basis for this action was a sentence in the FCC's Intermodal Number Portability Order stating, "Under the guidelines developed by the NANC, porting between LECs was limited to carriers with facilities or numbering resources in the same rate center to accommodate technical limitations associated with the proper rating of wireline calls. [footnote omitted]". Rather than bring this dispute to the Commission, Socket dealt with the delay while it obtained numbering resources in each CenturyTel/Spectra exchange. As numbers for a particular exchange became effective in the LERG, CenturyTel would process any pending orders for that exchange. No other company requires Socket to do this, but because of CenturyTel's unilateral requirement Socket had to get 1000 blocks for 151 additional exchanges in Missouri.



1 Socket informed me via e-mail that this and the other eleven port orders should be  
2 routing properly and explained these numbers were in the process of being worked when  
3 a directive to cease provisioning Socket's orders was given. As a result, the orders were  
4 not initially completed, but according to the Account Representative they were  
5 subsequently completed. (See Schedule MK-13) Socket accepted this response as being  
6 true. But on March 16, 2007, while performing testing in preparation for porting other  
7 numbers for this customer, Socket determined that calls still were not routing properly at  
8 the local level and opened another trouble ticket. This time, CenturyTel notified Socket  
9 by phone that it did not have the necessary facilities to handle calls if this number were  
10 ported and that it believed the port in question constituted a geographical port and  
11 therefore, CenturyTel would not work the order.

12 On March 30, 2007, Socket again reported a trouble ticket for this number and  
13 reported that calls were not routing properly. CenturyTel reported the trouble fixed on  
14 April 3, 2007, which was confirmed by Socket's testing. At this time, calls continue to  
15 route properly.

16 **Q. Has CenturyTel refused to process other port orders based on the assertion that the**  
17 **port in question constitutes location or geographic porting?**

18 A. Yes. In addition to the port orders described in the complaint, CenturyTel has  
19 refused to process several other port orders, citing geographic or capacity issues. For  
20 example, CenturyTel refused to process two port orders on the grounds that it purportedly  
21 lacked sufficient capacity (Spectra's Boss exchange, customer Poplar Bluff Internet and

1       Shelbina, customer Mississippi Valley Internet<sup>23</sup>), at least six other port orders on the  
2       grounds that the result would purportedly be a geographic port (Spectra's Clarence,  
3       LaPlata, and Macon exchanges, customer Mississippi Valley Internet, and Spectra's  
4       Hunnewell, Shelbyville, Santa Fe, Shelbina, Monroe City, Laddonia, Perry, and  
5       Stoutsville exchanges, customer MCM Systems, and CenturyTel's Jamestown, Prairie  
6       Home, Wooldridge exchanges, customer Computer Magic), and one port order on both  
7       grounds (Spectra's Paris exchange, customer Mississippi Valley Internet). Each time,  
8       CenturyTel ignored the NPAC process for challenging a port and simply refused to work  
9       the port at the local level.

10       CenturyTel's refusal to port the number requested in Clarence, MO resulted in  
11       CenturyTel causing a customer outage. CenturyTel placed the order in Jeopardy status  
12       on April 3, 2007, the day before the due date. This caused Socket to conclude that  
13       CenturyTel would not port the number and, therefore, Socket ceased provisioning the  
14       number port. However, in spite of the jeopardy status, CenturyTel apparently worked  
15       the port order at the local level on that same day, which was the day before the due date.<sup>24</sup>  
16       The result was that the customer's number was removed from CenturyTel's switch and  
17       calls to that number could not be completed. The customer initially contacted Socket to  
18       determine what Socket had done to interfere with his service. We informed the customer  
19       that we had done nothing and directed him to contact CenturyTel. According to a follow-  
20       up call with the customer, CenturyTel initially could find no record of the phone number

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<sup>23</sup> On the Shelbina order, CenturyTel reported the order as complete on April 13, 2007 and then changed the status to Unworkable on April 27, 2007 and notified Socket that it would not work the order because of capacity issues.

<sup>24</sup> Incidents like this where the port order is worked prior to the due date resulting in an outage are the reason that Socket specifically excluded uncoordinated or non-coordinated conversion from the ICA.

1 and later told the customer that its systems showed the customer would be switching to  
2 Socket so CenturyTel had removed the customer's phone number from the CenturyTel  
3 switch. CenturyTel restored the customer's service several hours later. Unfortunately,  
4 the customer experienced an outage that he, at least initially, blamed on Socket rather  
5 than the real source of the problem, CenturyTel. That is just one of the problems with  
6 CenturyTel's haphazard implementation – Socket takes the blame for CenturyTel's anti-  
7 competitive actions and incompetence.

8 **Q. Has CenturyTel processed other number port requests that resulted in what it now**  
9 **calls location portability?**

10 A. Yes. Under Socket's prior interconnection agreement with CenturyTel,  
11 CenturyTel ported numbers for Socket that resulted in what CenturyTel would now call  
12 geographic or location portability. It is also my opinion that CenturyTel has done this for  
13 other carriers, including MCI and CD Telecom, based on my review of Commission  
14 records.

15 CenturyTel has also ported numbers that resulted in what it now calls location  
16 portability for Socket under the current Interconnection Agreement. For example,  
17 CenturyTel ported numbers for an unaffiliated Socket customer (Poplar Bluff Internet) in  
18 the Spectra rate centers of Centerville, Annapolis, and Ironton in late October of 2006. In  
19 each of these situations, Socket ordered the numbers to be ported using the TDT method  
20 and CenturyTel processed the order without raising any location portability claims.  
21 Inasmuch as CenturyTel's current refusal to port numbers that it asserts would result in  
22 location portability comes after it previously processed similar type orders, this is a

1 change in policy, process, method or procedure. CenturyTel has violated Article III,  
2 Section 24.1 of the ICA as CenturyTel implemented the change without Socket's prior  
3 review and written approval as is required by that Section. For this reason alone,  
4 CenturyTel should be directed to continue to process Socket's port orders, even those that  
5 it asserts result in location portability.

6 In one additional Spectra exchange, Lesterville, Socket requested a number to be  
7 ported for Poplar Bluff Internet on October 30, 2006 with a due date of November 5,  
8 2006. CenturyTel returned a FOC on October 30, 2006. As a result, Socket processed  
9 the order at NPAC on the due date and CenturyTel reported the number port request as  
10 Completed on November 9, 2006 (See Schedule MK-14) On April 12, 2007, the  
11 customer reported routing issues to Socket where locally dialed calls (those not requiring  
12 an LNP database query) were not routing to Socket. Socket then reported the trouble to  
13 CenturyTel. On the morning of April 17, 2007, CenturyTel reported to Socket that the  
14 port had not been done properly but was now fixed. Socket's switch records showed  
15 that calls to the customer from CenturyTel's local numbers were routing to the customer  
16 via Socket's switch as demonstrated by Socket's call detail records identifying calls to  
17 the ported number that were terminating on Socket's switch. (See Schedule MK- 15).  
18 The customer also confirmed calls were routing to him from Socket. All of this indicates  
19 that CenturyTel did complete the number port as requested and the customer was being  
20 served by Socket.

21 Unfortunately, the story did not end there as, later that day, CenturyTel then  
22 ported the customer's number back to CenturyTel from Socket at the local level and

1 reported to Socket that the port, if worked, would result in location portability and,  
2 therefore, it would not complete the port. Amber, from CenturyTel's CLEC service  
3 center spoke to me and asked if Socket would remove its entry in NPAC since  
4 CenturyTel believed it should not have ported the number. She indicated that Joey Bales  
5 would be contacting me to discuss this further. But he did not. Late in the afternoon on  
6 April 17, 2007, CenturyTel just ported the number from Socket back to CenturyTel at the  
7 local level and locally dialed calls began routing to the customer via CenturyTel rather  
8 than Socket. Subsequently, CenturyTel changed the port order from Complete to  
9 Unworkable status. (see Schedule MK-16)

10 Socket learned that CenturyTel ported the number away from Socket by a call  
11 from the customer indicating that his Socket service was no longer working. Socket  
12 began troubleshooting to determine the cause of the outage and confirmed that locally  
13 dialed calls from CenturyTel's customers to Socket's customer no longer routed through  
14 Socket's switch to reach the customer. Socket placed a trouble ticket with CenturyTel,  
15 who closed the ticket and referred Socket to its CLEC Service Center for an explanation.

16 CenturyTel never submitted any orders to NPAC or informed NPAC or Socket  
17 that it was porting the customer back from Socket to CenturyTel. As a result, the  
18 customer's number remains ported to Socket at NPAC but is no longer ported to Socket  
19 at the local level.

20 While the focus of this complaint needs to be CenturyTel's overall practice of  
21 improperly refusing to port numbers, incidents like this show just how far CenturyTel is  
22 willing to go in disregarding established porting practices and policies (as well as

1 slamming rules that require customer authorization prior to switching a customer's  
2 service provider) to carry out its anti-competitive policies to the detriment of customers  
3 and competitors.

4 **Q. Did Socket try to resolve this dispute pursuant to the dispute resolution process**  
5 **called for by the interconnection agreements?**

6 A. Yes we did. On March 8, 2007, Socket submitted this dispute to Formal Dispute  
7 Resolution in accordance with the ICAs (Article III, Section 18.0 et seq.). The five-  
8 business day period for settlement discussions regarding this customer-affecting dispute  
9 (section 18.4) expired on March 15, 2007 without a resolution being achieved.

10 **Q. Did Socket try to address the dispute in any other manner?**

11 A. In order to get some guidance from the industry that would, hopefully, help  
12 resolve this issue, I approached the Local Number Portability Administration - Working  
13 Group ("LNPA-WG") with this issue. The LNPA-WG is an industry group made up of  
14 representatives from the telecommunications industry, including CenturyTel, as well as  
15 representatives from Neustar, and NANPA. The LNPA-WG is a standing working  
16 group that was created by the North American Numbering Counsel ("NANC"). The  
17 LNPA-WG's stated mission is

18 The Local Number Portability Administration Working Group (LNPA WG) is the  
19 body that makes the decisions and recommendations that form the basis of the  
20 regulatory orders issued by the FCC pertaining to LNP. The LNPA WG is also  
21 responsible for the business functionality of the national LNP system and how  
22 Service Providers inter-operate with it. Therefore, the activity of the LNPA WG

1 has a direct bearing on the processes and systems that each Service Provider uses  
2 to participate in LNP<sup>25</sup>.

3 My goal was to get some guidance from the industry group established to address number  
4 porting on whether Socket's new customers were entitled to have numbers ported in the  
5 circumstances described above and possibly use the outcome to convince CenturyTel to  
6 port the numbers in questions.

7 I presented the issue at their March meeting in Denver, Colorado. A PowerPoint  
8 version of my presentation is attached. (See Schedule MK-17) CenturyTel received  
9 notice through the normal processes used by the LNPA-WG. At a result, numerous  
10 CenturyTel representatives participated by phone. There was additional discussion at the  
11 LNPA-WG's monthly call in April. The LNPA-WG took a tentative vote at the April  
12 meeting. However, the minutes from the meeting have not been approved nor are they  
13 available yet. The minutes will be approved in mid-May at the group's next meeting. I  
14 am also expecting one more discussion on this issue at that meeting.

15 **Q. Will the LNPA-WG be able to resolve this issue?**

16 A. While the LNPA-WG can provide guidance on an issue, its decisions are not  
17 binding on members or telecommunications companies. Since its decisions are not  
18 binding, they cannot require CenturyTel to port the numbers as issue.

19 Based upon CenturyTel's statements during the meetings and throughout this  
20 dispute, it is abundantly clear that CenturyTel has no intention of porting these numbers

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<sup>25</sup> North American Numbering Counsel, Operating Manual, March 14, 2006, [http://www.nanc-chair.org/docs/NANC\\_Training\\_Binder\\_-\\_031406.doc](http://www.nanc-chair.org/docs/NANC_Training_Binder_-_031406.doc) (Schedule MK-19).

1 unless they are compelled to do so or unless Socket will agree to interconnection terms  
2 that are more favorable to CenturyTel. Even presenting and discussing this issue in any  
3 meaningful way before the group was extremely difficult because of the manner in which  
4 CenturyTel representatives conducted themselves and chose to address this issue, such as  
5 almost constant interruptions, disparaging remarks such as statements that Socket has no  
6 intention of following the ICA with CenturyTel (despite the fact that CenturyTel has not  
7 felt the need to taken action to enforce the agreement regarding any purported issues),  
8 and trying to obscure the real issue through the subterfuge of false claims. For example,  
9 CenturyTel claimed that Socket does not have a switch that serves the Willow Springs  
10 exchange. This is completely false and CenturyTel is well aware that Socket does have a  
11 switch with numbering resources assigned to the Willow Springs exchange and is using  
12 that switch and numbering resources to provide service today.

13 As a result, I think there was much confusion as well as some participants not  
14 wanting to get in the middle of what was clearly a very contentious issue between Socket  
15 and CenturyTel.

16 Secondly, the LNPA-WG operates on a consensus basis.. Based upon the  
17 discussion from the last meeting, I am not optimistic that the group will reach consensus  
18 on this issue, especially since CenturyTel gets a vote on the matter.

19 **Q. Can you provide some information about outcome of the presentation?**

20 A. At this time, the minutes are not available and have not been approved. Until that  
21 is done, I am hesitant to provide the decision reached by the group. Once those minutes  
22 are approved, I will discuss the outcome and provide a copy of the minutes.



**CENTURYTEL'S REFUSAL TO PORT NUMBERS BASED UPON**  
**A CLAIM THAT IT LACKS SUFFICIENT CAPACITY**

**Q. What is your response to CenturyTel's claims that it lacks sufficient trunking capacity to process a port order?**

A. The ability to port a number is unrelated to trunking capacity. Capacity to carry interconnection traffic is addressed in Article V of our Interconnection Agreement and is separate from the number portability obligations.

Socket certainly does not want to have blockage on the network, as that is detrimental to everyone. However, I want to be clear that there is nothing in the Number Portability provisions of our ICA that permits CenturyTel to refuse to port a number because of capacity issues. The FCC does not allow a party to refuse to port a number because of capacity issues.<sup>26</sup> NPAC does not allow a party to challenge a port at NPAC because of capacity reasons. Therefore, there is no legal basis for CenturyTel's denial of Socket's number port orders.

That said, Socket was and is willing to address legitimate capacity concerns. However, capacity issues are not excuses for CenturyTel to re-argue interconnection issues that were resolved in the arbitration and are covered elsewhere in our ICAs, nor do they provide a legitimate basis for CenturyTel seek to impose new requirements upon Socket.

The capacity issues also need to be real and I question whether CenturyTel's claims are in fact legitimate. For example, CenturyTel ultimately worked the number

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<sup>26</sup> Intermodal Order, ¶ 28, n 75.

1 port order in the Ellsinore exchange after claiming a lack of capacity to carry the  
2 interconnection traffic. After the port, no blockage was reported to Socket by its  
3 customers or by CenturyTel, which indicates that the capacity was available.

4 The claim of a lack of capacity in the Boss exchange is also questionable.  
5 CenturyTel placed that port order into unworkable status on March 23, 2007, citing a lack  
6 of capacity as the only reason. Socket's potential customer reported that it would require  
7 6 DS0s (1/4 of a DS1) of interconnection traffic at peak. I provided that information to  
8 Joey Bales at CenturyTel as well as posed the question about when capacity would be  
9 added to accommodate that amount of traffic. (See Schedule MK-18)

10 The response from CenturyTel was a claim that it is out of capacity between  
11 Boss's host switch, Ironton, and the tandem serving Ironton and, therefore, it is unable to  
12 carry that amount of interconnection traffic. I have yet to receive an answer on when  
13 capacity will be added.

14 That tandem group serves Ironton and six other remotes switches subtending  
15 Ironton with a total number of access lines of more than several thousand. Thus, the  
16 trunk group CenturyTel is claiming to be full serves these several thousand access lines.  
17 Based upon my experience in dealing with other local exchange carriers, it seems  
18 doubtful that a tandem group designed to handle traffic for several thousand customers  
19 would have not have 6 DS0s readily available.

20 **Q. How should CenturyTel address a number port that could cause legitimate capacity**  
21 **issues?**

1 A. Upon receipt of Socket's order, CenturyTel should review the order to determine  
2 if it raises capacity issues. If there are legitimate capacity issues, CenturyTel should  
3 contact Socket with information on the capacity issue and provide a plan and time frame  
4 for adding any necessary trunking on its side of the point of interconnection. This should  
5 be done promptly within the FOC process. Once the capacity is added, CenturyTel would  
6 notify Socket, we would supplement the order, and the port would be completed on the  
7 new due date

8 **LOCATION PORTABILITY ISSUES**

9 **Q. Can you describe the dispute concerning location portability?**

10 A. As I mentioned earlier, the definition of local number portability found at 47 USC  
11 153 (46) is "the ability of users of telecommunications services to retain, at the same  
12 location, existing telecommunications numbers without impairment of quality, reliability,  
13 or convenience when switching from one telecommunications carrier to another." The  
14 FCC regulations at 47 CFR 52.21 define "number portability" and "service provider  
15 portability" in exactly the same way, using the same language as the statute.

16 CenturyTel has taken the position that if the customer in any way would move  
17 from its current building in connection with a port, CenturyTel is not required to port that  
18 customer's phone number. CenturyTel asserts that any such change would constitute  
19 location portability and that it is not required to provide the port. To date, CenturyTel has  
20 completed number port orders for Socket when the customer is moving from one site to  
21 another within the same exchange. However, there is no such exception in its legal

1 position. CenturyTel's position is contrary to the Telecommunications Act, FCC orders  
2 and rules, and industry practices. As a result, CenturyTel is violating the ICA.

3 **Q. Do the number requests at issue involve technical issues that prevent CenturyTel**  
4 **from porting the number?**

5 A. No. CenturyTel representatives have acknowledged that it can port the numbers  
6 at issue; they simply refuse to do it because they assert they are not required to do it. In  
7 addition, CenturyTel has ported numbers for Socket and other carriers in similar  
8 circumstances, demonstrating there are no technical feasibility issues related to these  
9 number porting requests. Thus, there are no technical feasibility issues. Absent an issue  
10 of technical feasibility, under section 251(b)(2) of the Act CenturyTel must provide  
11 number portability in accordance with FCC requirements.

12 **Q. Is there a definition of location portability?**

13 A. Yes. 47 CFR § 52.21(j) defines location portability as: "the ability of users of  
14 telecommunications services to retain existing telecommunications numbers without  
15 impairment of quality, reliability, or convenience when moving from one physical  
16 location to another." This definition is unrelated to changing service providers. However,  
17 one thing held in common is use of the term "location." That term is not defined in the  
18 rules, but has been defined by FCC decisions and industry practices as the assigned rate  
19 center.

20 **Q. Are customers able to keep their telephone numbers when they move from one**  
21 **building to another?**

1 A. Yes. In fact, for years customers have been able to retain their phone numbers  
2 when moving from one building to another within the same rate center or, if moving  
3 between rate centers, when purchasing a foreign exchange service from their local  
4 exchange carrier.

5 **Q. Can a customer move to a new building during a number port?**

6 A. Yes. This happens when a customer changes service providers at the same time  
7 that it moves. This can occur when the customer physically moves from one building to  
8 another such as changing offices while changing service providers. This occurs  
9 frequently. For example, if a customer can coordinate a planned office move with a  
10 change in service providers, it allows the customer to avoid move charges and other  
11 charges from either service provider as well as, possibly, phone system vendors. It also  
12 allows the customer the opportunity to test a new phone system at the new office before  
13 becoming completely reliant upon a new system.

14 This also occurs when a customer replaces its existing service with a Foreign  
15 Exchange Service in conjunction with a change in providers. Section 1.46 of Article II of  
16 the Parties' ICA defines that:

17 Foreign Exchange (FX) services are service offerings of local exchange carriers  
18 that are purchased by customers, which allow such customer to obtain exchange  
19 service from a mandatory local calling area other than the mandatory local calling  
20 area where the customer is physically located. Examples of this type of service  
21 include, but are not limited to, Foreign Exchange Service, CENTREX  
22 CUSTOPAK with Foreign Exchange Telephone Service Option, and ISDN-PRI  
23 Out-of-Calling-Scope (both Two-Way and Terminating Only).

24 The Parties ICA also addresses compensation for the traffic associated with Socket's  
25 Foreign Exchanges ("FX") or Out of Calling Scope services. Under the Parties ICA, that

1 traffic is called Virtual NXX Traffic (VNXX Traffic), which is defined in Article II:  
2 Definitions, Section 1.131 as

3 As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as  
4 calls in which a Party's customer is assigned a telephone number with an NXX  
5 Code (as set forth in the LERG) assigned to a Rate Center that is different from  
6 the Rate Center associated with the customer's actual physical premises location.

7 Pursuant to Article V: Interconnection and Transport and Termination of Traffic, Section  
8 9.2.3 is exchanged on a bill-and-keep basis meaning that Socket does not bill CenturyTel  
9 anything for terminating this type traffic on its network

10 Several of Socket's services have an Out of Calling Scope Option available. This  
11 is an FX option that allows the customer to obtain exchange service from a local area  
12 other than the calling area where the customer has its office. With this, the customer will  
13 have a phone number that is local to one exchange but have the calls delivered to and  
14 from another exchange.

15 When a customer converts to Socket's FX service, calls to the customer's number  
16 will continue to be rated as local, despite the fact that the customer's building may now  
17 be in another exchange. Because calls continue to be rated the same, there are no  
18 technical issues surrounding the routing of calls or that affect CenturyTel's ability to port  
19 the number.

20 **Q. Is this feature of FX service unique to Socket's service offering?**

21 A. Not at all. That is the purpose of FX services. FX services have been available  
22 for years. CenturyTel and other ILECs offer their own FX services as do most CLECs.

1 In fact, the customer whose numbers CenturyTel refused to port in the Jamestown, Prairie  
2 Home, and Wooldridge exchanges was receiving a FX service from CenturyTel at the  
3 time Socket tried to port his phone number. With CenturyTel's FX service, the customer  
4 had numbers that were local to Wooldridge and Jamestown but was having the calls  
5 delivered to his office in Prairie Home.

6 **Q. Can you describe Socket's FX service in the context of the Willow Springs situation?**

7 A. Yes. In the case of Willow Springs, the customer currently has a modem bank in  
8 the Willow Springs exchange. Locally dialed calls that are placed to that customer are  
9 routed from the calling party to the CenturyTel switch and then to the customer's modem  
10 banks in Willow Springs. See Schedule MK-20, Scenario 1: Call Routing/Rating  
11 Scenario where Customer is served by ILEC. After the customer switches to Socket,  
12 Socket will deliver calls to that customer's modem bank in St. Louis, but with FX service  
13 the customer will retain the Willow Springs local calling scope.

14 **Q. Does this affect the rating of calls?**

15 A. No. With the FX service the customer remains assigned to the same rate center  
16 and the rating of calls remains the same, as does the local calling scope.

17 **Q. How does this affect the manner in which calls are routed between Socket and**  
18 **CenturyTel (call routing)?**

19 A. As with any change in service provider (whether an FX service is provided or not  
20 and whether the customer's number is ported or not), calls will be routed differently since  
21 they have to be delivered to the new service provider and then on to the customer. When  
22 the customer switches service providers, a locally dialed call will be routed through

1 CenturyTel's end office switch to Socket's point of interconnection with CenturyTel as  
2 required by the parties' ICA. That POI is currently located in Branson.<sup>27</sup> Socket will  
3 then route that call to its switch in St. Louis, switch the call, and deliver it to the  
4 customer.

5 The key fact is whether the routing is different if the customer ports their existing  
6 phone number versus if it is given a new number by Socket. In this and the other cases  
7 involving Socket's FX service, the call routing is exactly the same whether the customer  
8 ports their existing phone number or is given a new number by Socket. In either  
9 situation, CenturyTel will hand the call to Socket at the POI currently located in Branson,  
10 as shown in Schedule MK-20, Scenario 4: Call Routing/Rating Scenario where  
11 Customer is served by Socket via a Socket issued number and Socket provides service via  
12 a Foreign Exchange service, and Scenario 5: Call Routing/Rating Scenario where  
13 Customer is served by a ported number and Socket provides service via a Foreign  
14 Exchange service. These two diagrams show that calls are routed in exactly the same  
15 manner whether the number is ported or whether the customer is issued a new phone  
16 number.

17 **Q. How does providing service via an FX arrangement affect CenturyTel?**

18 **A.** The FX service does not affect any of CenturyTel's obligations. CenturyTel's  
19 call routing will be the same whether the customer receives an FX arrangement and has  
20 the calls delivered to another exchange or whether the customer's calls are delivered in

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<sup>27</sup> Under the Parties' Interconnection Agreement, Socket will establish an initial POI per LATA but will have to establish additional POIs in an exchange when traffic reaches certain thresholds for a period of 90 days. The specific threshold varies by exchange size. ICA Article V, Section 4.0 et seq.



1 Willow Springs. CenturyTel's obligations are also the same whether the customer is  
2 permitted to retain their existing phone number by porting it or whether the customer has  
3 to take a new phone issued by Socket.

4 In all scenarios, CenturyTel is required to deliver its originating calls to the POI;  
5 which remains unchanged. As such, CenturyTel's obligations and costs to deliver a  
6 CenturyTel-originated call to Socket are the same (See Schedule MK-20, Scenario 2:  
7 Call Routing/Rating Scenario where Customer is served by Socket via a Socket issued  
8 number and Socket provided loop facilities to WLSPMOXA, Scenario 3: Call  
9 Routing/Rating Scenario where Customer is served by Socket via a ported number and  
10 Socket provided loop facilities to WLSPMOXA, Scenario 4: Call Routing/Rating  
11 Scenario where Customer is served by Socket via a Socket issued number and Socket  
12 provides service via a Foreign Exchange service, and Scenario 5: Call Routing/Rating  
13 Scenario where Customer is served by a ported number and Socket provides service via a  
14 Foreign Exchange service). In each of these diagrams, CenturyTel's obligations (shown  
15 on the right side of the POI) do not change.

16 **Q. If call rating remains the same, and the call routing is the same whether a number is**  
17 **ported or Socket issues the customer a new number, and interconnection obligations**  
18 **remain the same, what is the difference if an FX service is provided?**

19 A. The manner in which Socket delivers the call to its customer will be different  
20 depending on whether or not the service includes an FX option. In the Willow Springs  
21 situation that is in dispute, when the customer switches service to Socket, it will be  
22 purchasing Socket's DS3 Service with an Out of Calling Scope Option. Socket will route

1 calls from its switch in St. Louis and deliver it to the customer modems in St. Louis. (See  
2 Schedule MK-20, Scenario 4: Call Routing/Rating Scenario where Customer is served  
3 by Socket via a Socket issued number and Socket provides service via a Foreign  
4 Exchange service, and Scenario 5: Call Routing/Rating Scenario where Customer is  
5 served by a ported number and Socket provides service via a Foreign Exchange service).  
6 If FX service were not provided, in order for the customer to participate in the Willow  
7 Springs local calling scope, Socket would have to deliver calls to modems in Willow  
8 Springs via loop facilities.

9 **Q. Are you saying that CenturyTel's interconnection obligations remain unchanged**  
10 **whether the customer is permitted to keep their existing phone number or is**  
11 **required to accept a new number as a condition of changing service providers?**

12 A. Yes. In all instances, CenturyTel's interconnection obligations remain the same.  
13 In fact, even if Socket were to serve this customer with loop facilities in Willow Springs,  
14 CenturyTel's interconnection obligations would also remain the same – traffic would still  
15 be exchanged in Branson. Thus, CenturyTel cannot legitimately argue that Socket's use  
16 of FX service or porting a number when the customer subscribes to an FX service  
17 increases CenturyTel's costs in any manner.

18 **Q. Can you explain why call rating and call routing are relevant?**

19 A. CenturyTel is obligated to port the number if call rating remains the same and call  
20 routing, while changing as a result of changing service providers, is the same whether the  
21 customer's phone number is ported or if Socket assigns the customer a new phone  
22 number.

1           When the FCC addressed service provider portability (which again has the same  
2           definition as local number portability), in the context of wireline to wireless portability,  
3           the FCC addressed location portability and did so by focusing on call rating and call  
4           routing. Specifically, the FCC ruled that porting numbers from a wireline carrier to a  
5           wireless carrier in certain situations does not constitute location portability. The FCC  
6           stated:

7           We conclude that porting from a wireline to a wireless carrier that does not have a  
8           point of interconnection or numbering resources in the same rate center as the  
9           ported number does not, in and of itself, constitute location portability, because the  
10          rating of calls to the ported number stays the same. As stated above, a wireless carrier  
11          porting-in a wireline number is required to maintain the number's original rate center  
12          designation following the port. As a result, calls to the ported number will continue to be  
13          rated in the same fashion as they were prior to the port. As to the routing of calls to  
14          ported numbers, it should be no different than if the wireless carrier had assigned the  
15          customer a new number rated to that rate enter.[footnote omitted]<sup>28</sup>

16          While the FCC's order was addressing wireline-to-wireless porting obligations, this  
17          analysis of location portability is still relevant to wireline-to-wireline porting as the  
18          definition of location portability is the same in either instance.

19          When the FCC initially examined location portability in the context of number  
20          portability, it did so in the context of call rating. In the FCC's First Report and Order  
21          and Further Notice of Proposed Rulemaking in CC Docket No. 95-116, the FCC  
22          recognized that, historically, it was not the physical boundaries of an exchange that were  
23          relevant to what constituted location portability but rather, it was what central office the  
24          customer was served from. In discussing the location portability that was available at  
25          that time (July 2, 1996), the FCC stated,

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<sup>28</sup> Intermodal Order ¶ 28.

1 Today, telephone subscribers must change their telephone numbers when they  
2 move outside the area served by their current central office<sup>29</sup>.

3  
4 At the time, the dominant, if not sole, local telecommunications infrastructure was the  
5 incumbent's network, which tended to have a central office with switching resources in  
6 each exchange. Customers could move throughout an exchange and still be served by the  
7 same central office. Because they were served out of the same central office, customers  
8 could keep their phone numbers as they moved. Customers could also move into a  
9 different exchange but receive FX service and also keep their existing phone number.  
10 With FX service, the customer was served out of the same central office even though he  
11 received his phone service in a different exchange because, historically, this was the way  
12 that the ILEC provided the service. In either instance, the customer could retain their  
13 phone number since it maintained the same call rating. The exchange boundary was  
14 irrelevant to whether the customer could keep their phone number.

15 In addition, when the FCC first addressed number portability obligations, it  
16 declined to require location portability at that time. However the FCC did recognize the  
17 benefits that location portability might provide and required any long-term method of  
18 number portability to be able to accommodate location portability in the future.<sup>30</sup>

19 In declining to require location portability, the FCC cited a primary concern over  
20 customer confusion related to changes in call rating, as calls that were once identified as  
21 either local or toll by the customer's area code would change. The FCC was concerned

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<sup>29</sup> First Report and Order, ¶ 174.

<sup>30</sup> First Report and Order, ¶ 48.

1 this would result in customers inadvertently making and being billed for toll calls when  
2 calling a customer that has changed rate centers.<sup>31</sup> The FCC also cited concerns over  
3 technical issues such as a potential need to mandate ten digit dialing, modify billing  
4 systems, etc.<sup>32</sup> The port requests being made by Socket do not result in any change to  
5 call rating and thus do not cause any confusion over call rating. Likewise, they do not  
6 raise any technical issues. Therefore, Socket's requested ports do not involve location  
7 portability as that term has been interpreted by the FCC and the industry. The numbers  
8 involved will retain their assigned rate center, and routing will not be impacted,  
9 consistent with FCC and industry requirements.

10 **Q. What else should the Commission consider in resolving this dispute?**

11 A. First, the Commission should step back for a moment and think about why  
12 number porting was implemented. From a customer's perspective, number portability  
13 was implemented to make changing service providers as convenient as possible, which,  
14 in turn, promotes competition. Further, limitations on number porting were focused on  
15 technical limitations; not protecting service providers, limiting porting obligations, or  
16 impairing competition.

17 In contrast, CenturyTel's refusal to port numbers in this situation only makes it  
18 more difficult, more costly, and more inconvenient (and therefore unlikely) for the  
19 customer to change service providers. If the customer decides it is not worth the extra  
20 difficulty, costs, and inconvenience, CenturyTel wins and Socket and the customer lose.

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<sup>31</sup> Ibid., ¶184.

<sup>32</sup> Ibid., ¶184.

1       However, if the customer decides to “bite the bullet” and switches to Socket anyway,  
2       CenturyTel’s obligations are the same whether the customer ports the number or not.  
3       Once the decision to leave CenturyTel is made, CenturyTel is made no worse off whether  
4       it ports the number or not. Unfortunately, the customer will incur the difficulty, costs,  
5       and inconvenience of changing phone numbers unless the Commission orders CenturyTel  
6       to port the numbers.

7               In either scenario, the customer is harmed (either by restricted choice or  
8       unnecessary higher costs and greater inconvenience) by CenturyTel’s refusal to port  
9       numbers. That flies in the face of the purpose of having local number portability.

10              Additionally, CenturyTel’s actions are inconsistent with industry practices and the  
11       manner in which the bulk of the industry has implemented number portability.

12   **Q.   Do other LECs port numbers in similar situations?**

13   A.           Yes. Both Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri and Embarq  
14       Missouri, LLC, as well as every CLEC that Socket has dealt with, have routinely ported  
15       numbers in situations where the customer is moving from one building to another within  
16       a rate center, moving from one building to another between rate centers as long as the  
17       phone number retains the same rating and call routing is the same whether Socket ports  
18       the customer’s current phone number or issues the customer a new number with same  
19       rating as the customer’s current number, or converting to an FX service provided by  
20       Socket. With the FX service, if call rating remains the same and call routing, while  
21       changing as a result of changing service providers, is the same whether the customer’s  
22       number is ported or Socket assigns a number of its own, the other LECs port the number.

1           Going the other way, Socket has ported phone numbers when the customer was  
2           leaving Socket for another service provider in the same situation. Socket will continue to  
3           do port numbers in these situations, as it believes it is obligated to do so. CenturyTel is  
4           the only local exchange company that Socket has encountered who takes the position that  
5           it is not obligated to complete Socket's port orders in these situations.

6   **Q.   Are there other factors the Commission should consider that have not been**  
7   **discussed?**

8   **A.**       Yes.   One additional issue the Commission should consider is the impact of  
9           CenturyTel's policies on telephone number exhaust. CenturyTel's insistence on Socket  
10          obtaining numbering resources in every exchange and CenturyTel's refusal to port phone  
11          numbers as requested by Socket both will contribute to unnecessary number exhaust.  
12          Because of each of these obstacles, Socket will be required to obtain a one-thousand  
13          block of numbers and assign its own phone numbers in order to serve the customer. This  
14          wastes numbering resources in exchanges where Socket would not need to obtain its own  
15          numbering resources when entering or serving the market. For example, in other ILEC  
16          territories, Socket can and has entered an exchange on an LNP-only basis, meaning that  
17          Socket will only serve customers that have existing phone numbers that can be ported.  
18          Socket does this in exchanges where Socket only expects to gain a single or a few  
19          customers. In the event a customer needs additional numbers or does not have an  
20          existing phone number, Socket can order Remote Call Forward service or local service  
21          from the ILEC and then port the number to Socket. By doing this, Socket does not need  
22          to obtain or maintain its own numbering resources in these exchanges.

1   **Q.    In order to resolve this dispute as Socket is requesting, what must the Commission**  
2       **do?**

3    A.       In order to determine whether CenturyTel is obligated to process Socket's port  
4       orders, the Commission must determine what is meant by "Location Portability" and the  
5       phrase, "at the same location" as that phrase is used in the definition of Local Number  
6       Portability and Service Provider Portability.   The interpretation advanced by Socket is  
7       consistent with FCC and industry interpretations and serves the public interest as it  
8       promotes competition by making it easier and less costly for customers to change service  
9       providers.

10       Alternatively, the Commission can address CenturyTel's refusal in the context of  
11       Article III, Section 24.1 of the Agreement regarding CenturyTel's implementation of  
12       refusing to port numbers that it alleged resulted in Location Portability.   After this  
13       agreement became effective, CenturyTel originally processed number port orders for  
14       Socket that were identical to the orders it is now refusing to process.   Without any notice  
15       to Socket, CenturyTel implemented a new policy on October 31, 2006 that required  
16       Socket to demonstrate that it had facilities or numbering resources in an exchange prior to  
17       CenturyTel being willing to port numbers<sup>33</sup>.   As soon as Socket worked around that new  
18       roadblock erected by CenturyTel, CenturyTel made another change in "policy, process,  
19       method, or procedure" used to perform its obligations under this Agreement and refused  
20       to process Socket's orders on the assertion that such a port request constituted location

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<sup>33</sup> CenturyTel is the only carrier that Socket interconnects with that has even taken such a position. See supra note 22.



1 portability. This change was not announced to Socket prior to implementation and  
2 CenturyTel certainly did not comply with Article III, Section 24.1 that required it to  
3 provide prior review and obtain consent from Socket. For that reason alone,  
4 CenturyTel's new "policy" should be rejected.

5 **Q. What relief does Socket seek from the Commission?**

6 A. As stated in our complaint, the Commission should direct CenturyTel to complete  
7 the pending number port orders submitted by Socket, rule that CenturyTel must provide  
8 number portability to Socket under the circumstances described herein, both as to the  
9 specific numbers and generally; and grant such other and further relief to Socket as the  
10 Commission deems just and proper.

11 **Q. Does this conclude your direct testimony?**

12 A. Yes.