

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

**BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

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

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

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**ATTORNEYS FOR SOCKET TELECOM, LLC**

February 18, 2009

Case No. TC-2008-0225  
Surrebuttal Testimony of R. Matthew Kohly  
on Behalf of Socket Telecom, LLC  
\_\_\_\_\_, 2009

STATE OF MISSOURI )  
 )  
COUNTY OF BOONE ) SS.

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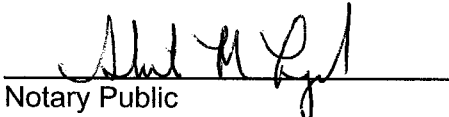
**AFFIDAVIT OF R. MATTHEW KOHLY**

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

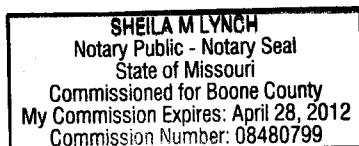
1. My name is R. Matthew Kohly. I am Director – Telecommunications Carrier and Government Relations for Socket Telecom, LLC and employed by its parent corporation Socket Holdings Corporation d/b/a Socket Internet.
2. Attached hereto and made a part hereof for all purposes is my Surrebuttal Testimony 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 12th day of February, 2009.

  
Notary Public

(SEAL)



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

**1 Section 1. – Witness Introduction**

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

**3 A.** My names is R. Matthew Kohly. My business address is 2703 Clark  
**4 Avenue, Columbia, Missouri 65202.**

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

**7 A.** Yes.

**8 Q. How is your testimony organized?**

**9 A.** In responding to the Rebuttal Testimony filed in this case, my testimony  
**10 addresses what I originally framed as the seven issues that need to be addressed**  
**11 by the Commision. Staff's Rebuttal Testimony was organized in a similar**  
**12 fashion. Following that are responses to CenturyTel's testimony, organized by**  
**13 witness, that didn't fit with the issues or that addressed multiple issues. I have**  
**14 tried to keep repetition at a minimum and occasionally refer to other sections.**  
**15 Before getting into the seven issues and the ancillary testimony, I do respond to**  
**16 one other allegation raised by CenturyTel.**

**17 Q. What is that allegation?**

1 A. Just as CenturyTel has repeatedly done in other cases, several of  
2 CenturyTel's witnesses claim Socket only provides services to ISPs. From that  
3 false claim, they make predictions about Socket's intentions and actions that are  
4 completely unfounded. I want to respond briefly to those false claims.

5 Socket is providing voice services to many of CenturyTel's former  
6 customers in over 30 of CenturyTel's exchanges throughout Missouri. Those  
7 customers include schools, banks, non-profit organizations, medical clinics,  
8 research facilities, hospitals, small retail businesses and residential customers.  
9 Thus, Socket serves a wide-variety of customers, in addition to ISPs.

10 **Q. Are all these customers located in CenturyTel-MO exchanges?**

11 A. No. We have voice customers in a number of CenturyTel-Spectra  
12 exchanges. It is true that the bulk of our customers in CenturyTel territories are in  
13 the CenturyTel-MO exchanges. That is due, in large part, to the corporate  
14 structure of the CenturyTel entities and our inability to get unbundled dedicated  
15 interoffice transport as a UNE between CenturyTel-MO and CenturyTel-Spectra  
16 exchanges. The FCC concluded that CLECs are impaired without access to  
17 unbundled dedicated transport, which is why they required it to be unbundled.  
18 This Commission declined to make it unbundled between CenturyTel-MO and  
19 CenturyTel-Spectra end-offices because these two joint ventures were separately  
20 incorporated. I am not trying to reargue that issue, but I do not think anyone

1           should be surprised that decision adversely affects our ability to gain voice  
2           customers in CenturyTel-Spectra areas.

3           The CenturyTel witnesses certainly should not blame Socket for not  
4           having more voice customers in the CenturyTel-Spectra exchanges.

5   **Q.   Staff made a recommendation that the Commission “determine the outcome**  
6       **of the issues based on a plain reading of the current contract governing the**  
7       **rates, terms, and conditions of the interconnection agreement that exists**  
8       **between the two parties” (Voight, Rebuttal, pg. 4). Do you have a response?**

9   A.           I agree with Staff’s recommendation. The current contract referenced by  
10           Mr. Voight is the Interconnection Agreement (“ICA”) that was the subject of  
11           Case No. TO-2006-0299. Much of CenturyTel’s testimony seeks to relitigate  
12           issues previously decided in the arbitration proceeding that led to this agreement.  
13           That testimony should be ignored as irrelevant to this proceeding.

14   **Issue 1 - POI thresholds not applying to indirect interconnection.**

15   **Q.   Can you summarize the positions of the parties on this issue?**

16   A.           Yes. Socket believes that the POI thresholds do not apply to indirect  
17           interconnection arrangements. Staff generally agrees with Socket’s position that  
18           the POI thresholds do not apply to indirect interconnection. In reaching that  
19           determination, Mr. Voight concludes, “Socket’s position is most supported by the  
20           contract”

1           CenturyTel takes the position that the POI thresholds apply to indirect  
2           interconnection. In my opinion, CenturyTel has raised nothing in the rebuttal that  
3           makes a credible argument that POI thresholds apply to indirect interconnection.  
4           They simply offer their interpretation of selective parts of the ICA, ignore key  
5           introductory phrases such as “When the Parties directly interconnect their  
6           networks..”, make wild and unfounded claims that Socket will abandon all direct  
7           connections (despite the fact that we have never asked or hinted at disconnecting  
8           the CenturyTel-MO initial POIs) if the POI thresholds do not apply to indirect  
9           interconnection, insinuate that indirect interconnection is impermissible under the  
10          ICA, devote almost the entirety of Steven Watkins’s Rebuttal Testimony to re-  
11          arguing the arbitration proceeding, and claim that a point of interconnection with  
12          another carrier counts as a POI for purposes of an initial POI.

13           My Direct Testimony fully refutes these claims. CenturyTel’s claim that  
14          the ICA supports applying the POI thresholds to indirect interconnection is not  
15          based upon a straight-forward reading of the ICA and ignores the issues in the  
16          arbitration case that led to the establishment of the POI thresholds. The issue of  
17          the POI thresholds was consistently framed, argued, and decided as applying to  
18          direct connections. I pointed much of this out in my Direct Testimony at pages 17  
19          through 20. In addition, my Direct Testimony addressed the Commission’s  
20          decision regarding Article V. Section 7.0 Indirect Interconnection. Specifically,  
21          the Commission rejected CenturyTel’s proposed language that would have placed

1 caps on the amount of traffic exchanged through an indirect interconnection. The  
2 Commission also rejected CenturyTel's proposed language that would have  
3 required Socket to convert from an indirect connection to a direct connection.  
4 Staff also relied upon this information in reaching its conclusion that the POI  
5 thresholds do not apply to indirect interconnection. (Voight, Rebuttal, pgs. 7 and  
6 8)

7  
8 **Q Several of the CenturyTel witnesses in this case claim that the Commission**  
9 **created the POI threshold as a means of allocating the cost of interconnection**  
10 **between the Parties and, therefore, not applying the POI thresholds to**  
11 **indirect interconnection is inconsistent with the intent of the Commission's**  
12 **decision. (Smith, Rebuttal, pgs. 16 – 17) Do you have a response?**

13 A. Yes. Neither the Arbitrator nor the Commission ever said the POI  
14 thresholds were established to allocate the cost of interconnection. Instead, the  
15 Commission adopted the POI thresholds as a proxy for "technically feasible". As  
16 noted by Commissioner Murray,

17 "The Commission used these threshold numbers in response to the parties  
18 request that the Commission further define what "technical infeasibility"  
19 means for purposes of requiring Socket to establish a new point of  
20 interconnect. These thresholds, however, were arbitrarily chosen and have  
21 no relation whatsoever to any facts that would establish that it was  
22 technically infeasible for CenturyTel to continue to interconnect with  
23 Socket through an established POI."<sup>1</sup>  
24

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<sup>1</sup> Case No. TO-2006-0299, Concurring Opinion of Commissioner Murray, pgs. 1 – 2.

1 The parties asked the Commission to define “technically feasible” to avoid future  
2 disputes I about whether a new requested interconnection was technically feasible  
3 and whether an existing “POI was not technically feasible any longer.”<sup>2</sup>

4 **Q. CenturyTel’s witness, Steven Watkins, complains that the POI thresholds**  
5 **should apply to indirect interconnection because “If Socket’s interpretation**  
6 **were correct, [Socket] could avoid any and all application of the traffic**  
7 **threshold and the POI requirements of Subsection 4.3, thereby rendering**  
8 **them pointless.” (Watkins, Rebuttal, pg. 4). Do you have a response?**

9 A. Mr. Watkins’ prediction is essentially that if the POI thresholds do not  
10 apply to indirect connection arrangements, Socket will only have indirect  
11 interconnections and never have any direct connections with CenturyTel. Mr.  
12 Watkins further opines that “Where Socket already has a single POI, it could  
13 abandon that POI in favor of an indirect transit arrangement”<sup>3</sup> Other CenturyTel  
14 witnesses make similar predictions.

15 Those predictions are not supported by the facts. Under this line of  
16 reasoning, Socket would never have any direct connections with any LEC as it  
17 would eliminate all initial POIs. Yet, Socket has never sought to disconnect the  
18 initial POIs with CenturyTel in Wentzville and Columbia. In addition, Socket  
19 even added an initial POI for direct interconnection in LATA 522 in Branson  
20 under the current ICA. Socket also proposed to add additional POIs for direct

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<sup>2</sup> Ibid. pg. 2.

<sup>33</sup> Watkins, Rebuttal, pg. 5.



1 interconnection in Bland, Jonesburg, and Summersville, but CenturyTel ignored  
2 that request.

3 Moreover, Socket has a similar interconnection regime with AT&T  
4 Missouri where Socket is entitled to an initial POI per LATA and is obligated to  
5 establish additional POIs when traffic reaches certain thresholds. Just as Socket  
6 did with CenturyTel, Socket sought this type of regime in order to avoid future  
7 disputes about whether a requested POI was technically feasible or remained  
8 technically feasible. Also similar is the fact that Socket is permitted to  
9 interconnect indirectly with AT&T Missouri with no limitations and the POI  
10 thresholds do not apply to indirect interconnection. Under CenturyTel's  
11 reasoning, Socket would have eliminated all direct interconnections with AT&T  
12 Missouri since the POI thresholds do not apply to indirect interconnection.  
13 However, that is not the case. After operating under the ICA with AT&T  
14 Missouri since August 2005, Socket still maintains a single POI in the St. Louis  
15 and Springfield LATAs and maintains one initial and three additional POIs in the  
16 Kansas City LATA. The three additional POIs are not even required by the ICA  
17 as the traffic volumes do not begin to approach the threshold where an additional  
18 POI would be required. Mr. Watkins' baseless theory simply does not match  
19 the facts and should be rejected.

20 And again, it is clear under the contract that the POI thresholds do not  
21 apply to indirect interconnection, regardless of Mr. Watkins' purported concerns.

1   **Q.   CenturyTel argues that the ICA requires a minimum of one direct**  
2       **interconnection and Section 4.3 addresses the establishment of additional**  
3       **POIs. According to Susan Smith, “Even an indirect network interconnection**  
4       **contemplates a POI where traffic is exchanged. Section 4.3 would require**  
5       **Socket to move the POI from the third-party transit provider to**  
6       **CenturyTel’s network.” (Smith, Rebuttal, pg, 20). Do you agree?**

7   **A.           No.**   Ms. Smith advances this argument on page 20 of her Rebuttal  
8       Testimony. Steven Watkins makes a similar argument at page 17 of his rebuttal  
9       testimony. This argument seems to be “grasping for straws” as it fails for several  
10      reasons. First, indirect interconnection is clearly permitted by our ICA and any  
11      claims that it is not permitted are simply unfounded. As Staff Witness Voight  
12      noted, “Clearly, the Commission’s Final Decision contemplates that Socket and  
13      CenturyTel/Spectra should exchange traffic by indirect methods. It also appears  
14      clear that the Commission rejected attempts to place arbitrary thresholds on the  
15      amount of traffic that may be exchanged.”

16               As Staff Witness Voight pointed out and as I have also previously pointed  
17      out, CenturyTel’s proposed language for “Issue 8 – Which party’s language  
18      should be adopted regarding indirect interconnection?” was rejected in the  
19      arbitration proceeding. CenturyTel’s proposed version of Article V, Section 7.3  
20      would have required Socket to convert from an indirect interconnection to a direct  
21      arrangement at certain traffic thresholds or when one carrier incurs a specific

1 amount of transiting charges. That language was rejected by the Arbitrator and  
2 subsequently by the Commission because “CenturyTel's language attempts to  
3 place conditions on Socket's choice of indirect interconnection that are not  
4 conducive to Section 251(a)(1) and this Commission's previous interpretation of  
5 that section.”<sup>4</sup>

6 Given that, there is simply no foundation that supports the idea that the  
7 Commission intended for Socket to be required to convert from an indirect  
8 arrangement to a direct arrangement based upon traffic levels. In the  
9 Commission’s own words, such a requirement is “not conducive to Section  
10 251(a)(1) and this Commission’s previous interpretation of that section.”

11 Moreover, the express text of Section 4.1 states conditionally that "when  
12 the Parties directly interconnect", then they will "initially interconnect" at a  
13 "minimum" of one POI.

14 **Q. Are there additional problems with CenturyTel's argument for application**  
15 **of thresholds to indirect interconnection?**

16 A. Yes. The term “POI” is a defined term in our ICA and is defined as a  
17 direct connection between Socket and CenturyTel. Specifically, Article II,  
18 Section 1.98 states, “Point of Interconnection (POI) means the physical point that  
19 establishes the technical interface, the test point, and operational responsibility  
20 hand-off between CLEC and CenturyTel of the interconnection of their

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<sup>4</sup> Case TO-2006-0299, Final Commission Decision, pg. 22.

1 networks.” Using CenturyTel-Spectra as an example, the case of direct  
2 interconnection, this is the point where Socket’s network is connected to  
3 CenturyTel-Spectra’s network. In indirect interconnection, Socket will have a  
4 direct connection with a third-party carrier and, in turn, CenturyTel-Spectra will  
5 have a direct connection with that third-party. In the specific instance of the  
6 Spectra exchanges at issue, because CenturyTel-Missouri and CenturyTel-Spectra  
7 are considered separate entities, Socket has an indirect connection with  
8 CenturyTel-Spectra through CenturyTel-MO. There is no POI that represents  
9 the technical interface, the test point, and operational responsibility hand-off  
10 directly between the networks of Socket and CenturyTel-Spectra in such an  
11 example.

12 Finally, if the volume of traffic increased over an indirect interconnection  
13 and Socket were required to establish an additional "POI", it would have to be  
14 established with the third party with which Socket has initially connected. From a  
15 practical standpoint, that does not change the indirect interconnection  
16 arrangement with CenturyTel and is not what CenturyTel is looking for. For  
17 CenturyTel to get what it wants, the contract would need to say that Socket must  
18 convert from an indirect interconnection arrangement to a direct interconnection  
19 arrangement as the volume of traffic increases. As both Mr. Voight and I have  
20 pointed out, that language was proposed by CenturyTel and was specifically  
21 rejected by the Commission in the arbitration case.

1   **Q.    Mr. Watkins contends that “Section 7.0 must be read in the context of the**  
2       **words of the introductory section to subsection 4.3.” Do you have a**  
3       **response?**

4    A.       The introductory language of subsection 4.3 that Mr. Watkins discusses is  
5       the language stating, “As the volume of traffic exchanged between parties  
6       increases, Socket must establish an additional POI...” This provision is in the  
7       context of Section 4.1 which states;

8               **When the Parties directly interconnect** for the mutual exchange of  
9       traffic covered by this Agreement, the Parties will initially interconnect  
10      their network facilities at a minimum of one technically feasible POI on  
11      CenturyTel’s network in each LATA in which Socket offers  
12      telecommunications services.

13      Section 4.3 must be read in the context of the parties having already directly  
14      interconnected at an initial POI. Similarly, Staff Witness Voight stated that he  
15      disagreed with Watkins’ apparent contention that Sub-sections 4.3, 4.3.1, 4.3.3  
16      and 4.3.4 can be read in isolation from Section 4.1. (Voight, Rebuttal, pg. 6).

17      Mr. Watkins inappropriately ignores Section 4.1 and the introductory  
18      language to Section 4.3.

19   **Q.    Is there a way for CenturyTel to reduce the number of exchanges where**  
20       **Socket could interconnect indirectly?**

21   A.       Yes, there is. If CenturyTel merged CenturyTel-MO and CenturyTel-  
22      Spectra into a single legal entity, or even simply acknowledged that they operate

1 as a single joint venture, the POI threshold would apply to the CenturyTel  
2 exchanges subtending the tandems where Socket is currently connected to  
3 CenturyTel-MO. This would automatically reduce the number of exchanges  
4 currently subject to indirect interconnection by half. If this were to occur, Socket  
5 would be able to order Dedicated Interoffice Transport between those tandems  
6 and the subtending end-offices at cost-based rates set forth in the ICA. Socket  
7 could use the dedicated interoffice transport to serve customers and as leased  
8 interconnection facilities under the ICA.

9 **Q. Finally, Ms. Smith refers to Socket's position as advancing a loop-hole in the**  
10 **agreement. Do you have a response?**

11 A. She is completely incorrect. As I have clearly shown, the POI thresholds  
12 do not apply to indirect interconnection. Instead, I believe CenturyTel is chaffing  
13 at some of the consequences of insisting on acting as two separate legal entities.  
14 As a result, CenturyTel has tried to rewrite Section 4 to apply to both direct and  
15 indirect interconnections. There is no merit to its arguments and the POI  
16 thresholds simply do not apply to indirect interconnection.

17 **Issue 2 - What is the appropriate methodology for measuring usage to determine if a**  
18 **particular exchange exceeds the applicable POI threshold?**

19 **Q. Can you summarize each Party's position on this issue?**

20 A. The POI thresholds established by the Commission are tracked at the  
21 exchange level. The parties needed to develop a methodology to accomplish this.

1       Socket developed a methodology that counts the number of channels/trunks  
2       simultaneously in use and records the peak for each month. If, at the peak 24  
3       channels were simultaneously used, that means the peak was a DS1 or 24  
4       channels. I provided a more detailed explanation at page 9 of my Direct  
5       Testimony.

6               CenturyTel has developed a methodology that relies upon SS7 records as  
7       the source document and then estimates the number of trunks that would have  
8       been required to carry the volume of minutes in a Busy Hour. CenturyTel splits  
9       the monthly data into two separate datasets, one for originating and one for  
10      terminating (Powell, Rebuttal, pgs. 3- 4). An estimate of peak usage is calculated  
11      by counting the hour with the highest MOU for each day and then averaging the  
12      five hours with the highest MOUs from each day. CenturyTel then uses the  
13      Erlang methodology to estimate the number of trunks required to carry the  
14      volume of minutes for each dataset, at an assumed level of service. In other  
15      words, under its method, in order to estimate the number of trunks required,  
16      CenturyTel has to assume a certain grade of service relating the percentage of  
17      calls that can be blocked during the busy hour. According to Ms. Powell,  
18      CenturyTel used a B.01 Grade of Service, meaning that one percentage of the  
19      calls can be blocked during the busy hour. Since CenturyTel has separately  
20      estimated the number of trunks needed to carry the inbound and outbound traffic,

1 CenturyTel then add the number of trunks from each estimate together to get the  
2 result.

3 Staff reviewed each party's methodology and concluded that Socket's  
4 approach methodology is "most supported by the terms and conditions of the  
5 contract." (Voight, Rebuttal, pg. 11). **Q. Ms Smith states her belief that the  
6 agreement requires CenturyTel to perform the traffic volume measurements  
7 and further, that since CenturyTel must perform the measurement and  
8 provide notice, there "could not have been contemplation by any party or the  
9 Commission that CenturyTel would design a novel and unique traffic  
10 measurement system specific to Socket and inconsistent with practices  
11 already in place". How do you respond?**

12 A. First, her response contradicts statements she had previously made.  
13 During one of the conference calls over POI disputes, Ms. Smith specifically told  
14 me that Socket should be monitoring the traffic volumes as well as CenturyTel.  
15 That is quite different than what she is now saying.

16 Secondly, CenturyTel's traffic estimation process described by Ms. Powell  
17 is unique to Socket. The methodology described by Ms. Powell in her Rebuttal  
18 Testimony was developed "for specifically measuring Socket local traffic"<sup>5</sup> and  
19 has no application outside of this ICA. Thus, the process used by Ms. Powell is a  
20 "process never before performed by CenturyTel, is without confirmed reliability,

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<sup>5</sup> CenturyTel Response to Socket Data Request No. 9 attached as Schedule MK-27



1 and would not be used for any other purpose including traffic engineering.”<sup>6</sup>

2 CenturyTel’s traffic estimates used in this case match Ms. Smith’s own criticisms.

3 There is an additional problem with Ms. Smith's conclusion that  
4 CenturyTel must be the one that is required to perform the traffic calculations  
5 regarding POI threshold. She asserts CenturyTel must notify Socket of the need to  
6 establish an additional POI and, therefore, CenturyTel should be able to pick the  
7 methodology. Using her exact same line of reasoning, Socket would be the one  
8 required to measure the traffic for purposes of decommissioning a POI, as it  
9 would be Socket providing the written notice to CenturyTel to decommission a  
10 POI. Under her logic, Socket gets to pick the methodology for measuring traffic  
11 when decommissioning a POI. While such a conclusion would resolve the  
12 immediate complaint in Socket’s favor since this complaint is about  
13 decommissioning POIs, having separate procedures for commissioning and  
14 decommissioning POIs makes no sense. Instead, the parties should use a common  
15 methodology that meets the requirements of the Agreement, like the one proposed  
16 by Socket.

17 **Q. You mentioned that CenturyTel’s studies are without confirmed reliability.**

18 **Do you have any concerns in this area?**

19 A. Yes, I do. Ms. Smith attaches a schedule that sets out CenturyTel’s  
20 estimates of Socket’s traffic volumes (See Susan Smith, Schedule 5). In

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<sup>6</sup> Smith, Rebuttal, pg. 22.

1 discovery, we sought the underlying information that went into these calculations.  
2 That information does not consistently support the traffic volumes set forth in Ms.  
3 Smith's Schedule SS-5, indicating there are flaws with CenturyTel's traffic  
4 estimates.

5 **Q. Can you elaborate?**

6  
7 A. Yes. As stated earlier, CenturyTel estimates incoming and outgoing  
8 traffic separately. This is based upon Ms. Powell's statement that the "SS7 data is  
9 split by the direction of the calls outgoing and incoming." (Powell, Rebuttal, pg.  
10 4). Socket checked two of the months just to see if they matched what Susan  
11 Smith was reporting. We specifically looked at the support for disputed POIs.

12 For the month of September 2008, four studies were provided – Sept. 08  
13 Outgoing Decom 10/7/2008, Sept. 08 Incoming Decom 10/7/2008, Sept. 08  
14 Outgoing POI 1/15/2008, and Sept. 08 Incoming POI 10/15/2008. There is  
15 nothing in the data request response or in Ms. Powell's testimony that explain  
16 how these studies relate to each other.

17 To check whether Ms. Powell's estimates match the result reported by Ms.  
18 Smith in her Schedule SS-5 attached to her Rebuttal Testimony, Socket looked at  
19 the POIs in dispute in this case. When the results of Sept. 08 Incoming Decom  
20 10/7/2008 are examined alone, those estimates for each exchange match the  
21 results reported by Susan Smith in her Schedule SS-5 approximately 73% of the  
22 time. When the results of the Sept. 08 Outgoing Decom 10/7/2008 and the

1 estimates from the Sept. Incoming Decom 10/7/2008 analysis are added together,  
2 the total matched to the results reported by Susan Smith in her Schedule SS-5  
3 approximately 76% of the time. When all of the studies were added together,  
4 they matched the results reported by Susan Smith 76% of the time. A copy of the  
5 comparison is attached as Schedule MK-23. There is obviously something  
6 inaccurate with these estimates as the supporting documentation does not match  
7 the numbers put forth by Susan Smith.

8 In other months, the results reported by Ms. Powell made no sense given  
9 the actual size of the trunk groups in place. For example, in the month of May,  
10 the May 08 Incoming Decom 6/25/2008 showed an estimated number of trunks  
11 for O'Fallon was 28.66666667 DS1s with St. Peters, Troy, and Winfield having  
12 identical results. These results estimate that each route was using more than a  
13 DS3 worth of trunks. There are not that many trunks provisioned between Socket  
14 and CenturyTel on these routes. The May 08 Incoming POI – Socket analysis  
15 performed on 7/15/2008 estimates that O'Fallon used .25 DS1s, St. Peters, used  
16 .125 DS1s, Troy used .2083333333 DS1s, and Winfield used .291666667 DS1s.  
17 Those results are wildly different than the results in May 08 Incoming Decom  
18 6/25/2008 studies with no explanation.

19 These errors were found just by spot checking the supporting information  
20 against the result reported by Ms. Smith. Such spot checks suggest there are  
21 other inaccuracies as well. Setting the dispute over the methodologies aside,

1       Socket should not be required to follow a methodology that has results matching  
2       the studies only 75% of the time or that produces impossible and vastly overstated  
3       results.

4       **Q. Do you have a concern about CenturyTel estimating the number of trunks**  
5       **required to carry inbound traffic separately from the number of trunks**  
6       **required to carry outbound traffic and then adding the results of the**  
7       **estimations?**

8       A.       Yes, I do. There is no reason to do this and it will overstate the results.  
9       First, Ms. Powell never explains why the data is separated and fails to explain  
10      how the calculations are separately performed and then summed together. It is  
11      only from looking at the underlying data that we were able to determine that her  
12      analysis is done in this manner. We arrived at this conclusion because she  
13      performs an Erlang calculation on both the outgoing and incoming data sets and  
14      in some instances, the results reported by Ms. Smith equal the sum of the Erlang  
15      calculation for the Ingoing and Outgoing files. Of course, since the results of her  
16      analysis do not consistently match the results stated by Susan Smith, this just may  
17      be the result of a mistake.

18               With no explanation of why this is done, it does raise some concerns.  
19      Normally, the results of two statistical estimates are not added together to arrive at  
20      another estimate.

21      **Q. Why would this overestimate the capacity at peak?**

1     A.             In this case, it would overstate the number of trunks used in the busy hour.  
2             By summing the estimated number of trunks for incoming and the estimated  
3             number of trunks for outgoing, CenturyTel is implicitly assuming that five busiest  
4             days and hours in a month for outgoing calls occurs on the same days and the  
5             same times as for incoming calls. This would only happen, if ever, by pure  
6             coincidence.

7     **Q. Did you try to check this assumption?**

8     A.             Yes. I checked this for the exchange of O'Fallon using both the  
9             September 08 Incoming Decom analysis and the September 08 Outgoing Decom  
10            analysis. I chose this exchange because this is one of the exchanges where the  
11            sum of the results of Becky Powell's analysis for each data set equals the outcome  
12            reported by Susan Smith. The five busy hours for the outgoing calls happened at  
13            different days and times than the five busy hours for the incoming calls. Since  
14            this happened, the seven trunks (O.291666667 DS1s) estimated to be required to  
15            carry the incoming calls may be enough to carry all or some of the six trunks (.25  
16            DS1) estimated to be required to carry the outgoing calls. It certainly is not  
17            accurate to add the two together to arrive at Susan Smith's reported 0.54 DS1s  
18            used.

19    **Q. Does Socket's methodology separately count incoming and outgoing traffic**  
20    **when determining the peak usage?**

1 A. No. When developing the methodology, we specifically designed it to  
2 calculate the peak using a combined dataset to avoid the same problems  
3 CenturyTel's methodology suffers from.

4 **Q. As you indicated earlier, Ms. Smith puts forth CenturyTel's estimated trunk**  
5 **usage in Schedule SS-5 in her rebuttal testimony. How do the results of**  
6 **Socket's traffic counting methodology compare?**

7 A. While choosing the appropriate methodology should not come down to a  
8 selection based upon the results, it might be helpful for the Commission to  
9 compare the results side-by-side. I have attached the results of Socket's traffic  
10 counting methodology for the same exchanges and same time periods as found in  
11 Ms. Smith's SS-5. (Schedule MK-24). I have also added three additional months  
12 of March, April and May 2007. These are months of traffic data the Socket used  
13 when making its June 2007 requests to decommission POIs under Article V.  
14 Section 4.3.5. A side-by-side comparison reveals that CenturyTel's methodology  
15 consistently overstates traffic volumes.

16 **Q. CenturyTel's witness Gary Fleming criticizes Socket's methodology because**  
17 **it is not being used in Socket's trunk forecasting and sizing operation**  
18 **(Fleming, Rebuttal, pg. 19). Do you have a response?**

19 A. Yes. I do not think that is relevant. Socket's methodology was developed  
20 to comply with the Commission's arbitration decision and the ICA. In doing so, it  
21 counts the number of trunks in use every second of the month and determines the

1 peak. CenturyTel's methodology was also developed "for specifically measuring  
2 Socket local traffic,"<sup>7</sup> and not for its forecasting and sizing operation. But  
3 CenturyTel's methodology does not measure peak usage.

4 I would add that in the normal course of business, trunks are not sized  
5 based upon the capacity needed for individual exchanges. Instead, trunks are  
6 sized based upon anticipated capacity needs for the trunk group. Trunk groups  
7 often carry traffic from multiple exchanges so the needs of an individual exchange  
8 are not used in sizing the trunks. Further, Socket's methodology counts actual  
9 trunks used at peak, which is what the ICA requires. By definition, forecasting  
10 requires predicting the future usage as opposed to reporting actual usage, which is  
11 what the ICA requires.

12 CenturyTel's proposed methodology should be rejected just like the  
13 studies that the Commission rejected in Case No. TC-2007-0341. Specifically,  
14 the Commission stated that, "statistical studies, involving use of Erlang tables, are  
15 not relevant (citation omitted)."<sup>8</sup>

16 **Q. Can you summarize your testimony on this issue?**

17 A. Yes. Both CenturyTel's and Socket's methodologies were developed  
18 specifically for this ICA. They do have that in common. Socket's methodology  
19 reports actual usage at peak. It does not rely upon estimation techniques.  
20 Instead, it is a count of trunks used at peak. As Staff Witness Voight concludes,

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<sup>7</sup> CenturyTel Response to Socket Data Request No. 9 attached as Schedule MK-27

<sup>8</sup> Case No. TC-2007-0341, *Report and Order*, March 26, 2008, pg. 18.

1       Socket's "approach is more consistent with contractual terms requiring an  
2       analysis of total traffic at peak [footnote omitted]." (Voight, Rebuttal, pg. 11)

3               CenturyTel's methodology fails for a number of reasons. It is an  
4       estimation technique, it estimates the peak by averaging the busy hour from the  
5       five days with highest MOUs in the busy hour for a month, and it calculates  
6       estimated capacity separately for incoming and outgoing traffic and then adds the  
7       two together with no explanation. Beyond the methodological issues, the traffic  
8       estimates reported by Susan Smith do not match the output created by Jennifer  
9       Powell who produced the results. Thus, there are accuracy issues.

10   **Issue Number 3 – When Socket directly connects with CenturyTel at a single POI, is**  
11   **CenturyTel required to deliver all traffic to the POI?**

12   **Q.     Why is this an issue?**

13  
14   A.               This is an issue because CenturyTel has previously refused Socket's  
15       request to directly interconnect with Spectra. I raised this in my Direct Testimony  
16       where I reported that Socket formally requested to directly interconnect with  
17       Spectra at an initial single POI in Houston, MO for LATAs 522 to exchange all  
18       traffic for each LATA through that POI. Once the initial POI in Houston was  
19       established, Socket then planned to establish additional POIs based upon traffic  
20       levels as required by the ICA. This is the general direct connection architecture  
21       set forth in Article V, Section 4 of the ICA. Socket also intended to transition to  
22       this architecture in the other LATAs as well. CenturyTel refused Socket's



1 request to interconnect and exchange all traffic through that POI. On the call,  
2 CenturyTel claimed Socket's request was not "technically feasible". As I stated  
3 in my Direct Testimony, CenturyTel did not use the words "technically feasible"  
4 when it was asked to respond in writing. A copy of the response is attached to  
5 my Direct Testimony as MK-17. It was my hope to get this issue resolved in this  
6 proceeding or at least address what CenturyTel is required to do if it refuses  
7 Socket's request to interconnect on the grounds that doing so is "technically  
8 infeasible."

9 **Q. How has CenturyTel responded in their testimony?**

10 A. CenturyTel's witness Ralph Teasley responds saying Socket's request is  
11 not "Technically Possible". His reasoning is that Spectra does not own  
12 interexchange facilities in the Houston area to make Socket's requested  
13 interconnection "technically possible". It is interesting to note that he never uses  
14 the term "technically feasible". I cannot tell if that is intentional or if Mr.  
15 Teasley is simply using the term "technically possible" in lieu of the defined term  
16 "technically feasible".

17 **Q. Do you have a response?**

18 A. Yes. First, I think this example shows the benefit of CenturyTel's  
19 corporate structure to CenturyTel's shareholders as it limits their interconnection  
20 and unbundling obligations by having facilities owned and "leased" by affiliates.  
21 The CenturyTel-Spectra exchange of Houston subtends CenturyTel-MO's tandem

1 in Branson. Mr. Teasley testifies that the CenturyTel-Spectra exchanges are  
2 islands, which means “that each exchange is self-contained and that Spectra does  
3 not own inter-exchange facilities in most locations, but relies on transport  
4 facilities owned by other carriers for connecting to other exchanges within the  
5 same LATA”. (Teasley, Rebuttal, pg. 5). When asked about the carriers that  
6 CenturyTel-Spectra leases facilities from in discovery, Mr. Teasley indicated that  
7 CenturyTel-Spectra leases interexchange facilities from its affiliate, Lightcore, to  
8 connect to its other affiliate’s, CenturyTel-MO, tandem in Branson. See Data  
9 Request Response 39 and Data Request 40 attached hereto as Schedule MK-27.  
10 Under this scenario, in order to carry traffic from CenturyTel-Spectra’s exchange  
11 of Mountain Grove located in the same LATA, Mr. Teasley’s explanation implies  
12 that Spectra would have to route calls over Lightcore’s facilities from Mountain  
13 Grove to CenturyTel-MO’s tandem in Branson and then back over Lightcore’s  
14 interexchange facilities from Branson back to Houston.

15 Because of this, Mr. Teasley argues that Socket’s request is not technically  
16 possible.

17  
18 **Q. Do you believe that Mr. Teasley concluded that Socket’s requested**  
19 **interconnection arrangement was not “technically feasible” using the FCC’s**  
20 **definition of technically feasible?**

1     A.             No. I do not think that he did. The FCC's rules regarding the technical  
2             feasibility of interconnection preclude consideration of economic, accounting,  
3             billing, space, or site concerns. I believe that acquiring facilities from affiliates is  
4             an accounting concern. That is not an obstacle under FCC rules.

5             In my Direct Testimony, I pointed out that under § 51.305(e) of the FCC's  
6             rules, "An incumbent LEC that denies a request for interconnection at a particular  
7             point must prove to the state Commission that interconnection at that point is not  
8             technically feasible." In my Direct Testimony, I indicated that to my knowledge  
9             CenturyTel has not taken any action to comply with its obligation to prove its  
10            objection. In discovery submitted pursuant to CenturyTel's rebuttal testimony,  
11            we requested that CenturyTel provide any documents related to any  
12            demonstration by Spectra Communications Group, LLC to the Missouri Public  
13            Service Commission that a point of interconnection requested by Socket in the  
14            Houston Exchange was not technically feasible. In response, CenturyTel stated,  
15            "CenturyTel does not have any information responsive to this request" (See  
16            Response to DR No. 30 attached hereto as Schedule MK-27). Given that Staff  
17            Witness Voight is unsure why this is an issue for Socket and CenturyTel has no  
18            documents related to CenturyTel-Spectra's demonstration that Socket's requested  
19            interconnection arrangement is not technically feasible, it does not appear  
20            CenturyTel-Spectra has sought to comply with § 51.305(e) of the FCC's rules,

21    **Q.       Why is this important for Socket?**

1 A. If Socket establishes an initial POI with CenturyTel-Spectra in each LATA, it is  
2 entitled to establish an initial single interconnection in each LATA. To do that,  
3 Socket will have to lease facilities from a third-party. In order to make that cost-  
4 effective, Socket will most likely need to order a facility such as DS3, which is 28  
5 DS1s. To fill that DS3, Socket will need to aggregate its traffic at that POI. As  
6 additional POIs are need, Socket should be able to lease interconnection facilities  
7 between CenturyTel-Spectra exchanges at the rates set forth in the ICA under  
8 Article V, Section 6.1.5.2.

9 **Issue 4 – What network architecture should the parties have in place between**  
10 **Socket and Spectra?**

11 **Q. Can you explain Socket’s position on this issue?**

12 A. As should be clear by now, Socket believes that it should be  
13 interconnected indirectly with CenturyTel-Spectra. Staff Witness William Voight  
14 agrees with that under the caveat that is the case unless Spectra can demonstrate  
15 to the Commission that it is technically infeasible to do so. I also believe that the  
16 existing POIs should be decommissioned.

17 **Q. Can you summarize CenturyTel’s testimony on this issue?**

18 A. I would have to agree with Staff Witness Voight that doing so is difficult.  
19 That is because multiple witnesses address the issues and often take inconsistent  
20 positions themselves as well as between witnesses. As Mr. Voight points out,  
21 “some witnesses appear to take the approach that indirect interconnection should

1 not be permitted under any circumstances” (Voight, Rebuttal, pg. 13), while at  
2 other times, CenturyTel witnesses seem “resigned to accepting that Socket may  
3 indirectly interconnect with Spectra”. (Voight, Rebuttal, pg. 13). Mr. Watkins  
4 states “Individual exchange POIs attempt to balance the interconnection costs  
5 fairly between competitors”, apparently wanting to reargue when Socket should  
6 be obligated to establish POIs. Like Staff Witness Voight, I agree this is simply  
7 relitigating the 2006 arbitration between Socket and CenturyTel. This kind of  
8 testimony should be ignored and the Commission should not be baited into re-  
9 addressing these issues.

10 I urge the Commission to conclude that Socket may interconnect indirectly  
11 with Spectra and that the POI thresholds do not apply to indirect interconnection.  
12 But the Commission rules that the POI thresholds apply to indirect  
13 interconnection, the Commission should adopt Socket’s methodology for  
14 counting traffic. Also, once an initial POI is established in each LATA, the  
15 Commission should require CenturyTel-Spectra to exchange all traffic through  
16 that POI absent a showing by Spectra and a finding by the Commission that doing  
17 so is not technically feasible.

18 **Issue 5 – How should the billing between Socket and Spectra be resolved?**

19 **Q. Can you summarize each Parties position on this issue?**

20 A. Yes. CenturyTel-Spectra claims that Socket owes \$526,024.61 for the  
21 legacy interconnection facilities based upon “special access tariffed pricing.”

1 (Hankins, Rebuttal, pg. 4 and Schedule PH-1). Socket disagrees with that. Staff  
2 takes the position that “Until issues involving POIs are resolved (among other  
3 matters), it is impossible for the Commission to decide the billing issues in this  
4 case.” (Voight, Rebuttal, pg. 15).

5 **Q. Do you agree with Staff on this issue?**

6 A. Yes and No. The amount owed to Spectra (if any) will depend to some  
7 extent on the Commission’s decision on the applicability of the POI thresholds to  
8 indirect interconnection and possibly the Commission’s decision on how traffic is  
9 measured. In that sense, Staff is correct.

10 However, I think that the Commission can (and should) determine that  
11 CenturyTel-Spectra’s invoices were inappropriately submitted and Socket is not  
12 obligated to pay those invoices regardless of the decision on the applicability of  
13 the POI thresholds and how traffic is measured.

14 **Q. Why is that?**

15 A. I have explained this in greater detail in my surrebuttal to Susan Smith and  
16 to Pam Hankins but will summarize it here so that the argument is all in one  
17 place.

18 CenturyTel-Spectra’s invoices are based upon CenturyTel-Spectra  
19 converting the facilities governed under the prior Interim Arrangement to being  
20 intrastate special access facilities. They did this without Socket’s agreement,  
21 without Socket submitting any orders, and without any type of contract.

1 CenturyTel-Spectra's intrastate special access tariff is limited to InterLATA  
2 services while the facilities in question are intraLATA facilities. Thus, the tariff  
3 CenturyTel-Spectra claims they are billing from is not applicable to these  
4 services.

5 The rates that Century-Tel-Spectra is charging do not match tariffed rates  
6 and have varied over time. There has been no explanation for the off-tariff rates or  
7 changes that have occurred. While it is permissible to charge Individual Case  
8 Basis pricing, CenturyTel-Spectra's special access tariff (if applicable) has a place  
9 to list those ICB arrangements. CenturyTel-Spectra has not done that. Moreover,  
10 the intrastate access tariff indicates the tariff that is applicable to dedicated  
11 intrastate intraLATA facilities is CenturyTel-Spectra's Private Line Service  
12 Tariff. Unfortunately, that tariff does not have any high capacity transport  
13 services.

14 In short, there is no basis for the invoices that CenturyTel-Spectra has  
15 issued to Socket. For these reasons, the Commission can and should reject the  
16 invoices because of these deficiencies regardless of the decisions on the other  
17 issues.

18 **Q. What happens if the Commission does not reject CenturyTel-Spectra's**  
19 **invoices for the aforementioned reasons?**

20 A. The rate issue will then depend upon decisions the Commission makes on  
21 the other issues and even then there may be disputes. For example, if the

1 Commission rules that the POI thresholds do not apply to indirect interconnection,  
2 it would be Socket's position that the process for decommissioning POIs set out  
3 Section 4.3.5 is not applicable. I have no idea whether CenturyTel would agree  
4 with that or not.

5 If the Commission rules that the POI thresholds do apply to indirect  
6 interconnection, there will still be the issue of whether CenturyTel-Spectra is  
7 permitted to convert the trunks in place at the time the ICA became effective to  
8 special access service and begin billing the rates that they billed to Socket.  
9 Socket believes that, regardless of the POI threshold issue, the unilateral  
10 conversion of the circuits to special access rates is inappropriate. Of course, since  
11 neither the intrastate special access tariff nor the intraLATA private line tariff  
12 apply to these circuits, we have no idea what the rates are and what governs  
13 them.

14 There will likely also be disputes about the amounts owed, because, as I  
15 explained in my surrebuttal to Pam Hankins, Socket does not agree that the  
16 amounts set forth in Pam Hankins' PH1 and PH 2 are accurate.

17 **Issue No 6. What network interconnection should the parties have in place between**  
18 **Socket and CenturyTel?**

19 **Q. Can you summarize the Parties position on this issue?**

20 A. Socket believes that it should have direct interconnection arrangements  
21 with CenturyTel –MO in the exchanges of Branson, Columbia and Wentzville.



1        These are exchanges where Socket established initial POIs. Socket should also  
2        have additional POIs in the three exchanges it previously sought to establish  
3        additional POIs. Those are Bland, Jonesburg, and Summersville. All other POIs  
4        should be decommissioned.

5            On the other hand, CenturyTel believes that Socket should have the same  
6        initial POIs – Branson, Columbia, and Wentzville as well as the additional POIs  
7        shown in Ms. Smith’s Schedule SS-5. The Staff does not comment on specific  
8        exchanges but does say that the network architecture should involve both direct  
9        and indirect interconnection.

10           The outcome of this issue will largely be determined by the Commission’s  
11        decision on Issue 2. If the Commission decides Issue 2 in Socket’s favor,  
12        CenturyTel will have to proceed with decommissioning the existing POIs and  
13        establishing the new POIs. If the Commission decides Issue 2 in CenturyTel’s  
14        favor, there will need to be additional work done on CenturyTel’s estimation  
15        methodology to address the accuracy issues that I raised in my surrebuttal  
16        testimony before any POIs can be decommissioned or established.

17        **Issue Number Seven – How should the billing between Socket and CenturyTel-MO**  
18        **be resolved?**

19        **Q.     Can you summarize each Parties position on this issue?**

20           Yes. CenturyTel-MO claims that Socket owes \$53,184.61 for the legacy  
21        interconnection facilities based upon the invoices issued by CenturyTel-MO

1 (Hankins, Rebuttal, pg. 4-6 and Schedule PH-1). Socket disagrees with that.  
2 Staff takes the position that “Until issues involving POIs are resolved (among  
3 other matters), it is impossible for the Commission to decide the billing issues in  
4 this case.” (Voight, Rebuttal, pg. 15).

5 **Q. Do you agree with Staff on this issue?**

6 A. Like on Issue 4, the answer is Yes and No. The amount owed to  
7 CenturyTel-MO will depend to some extent on the Commission’s decision on the  
8 applicability of the POI thresholds to indirect interconnection (for the amounts  
9 that CenturyTel-MO is billing for circuits between Wentzville and the Spectra  
10 exchanges) and the decision the Commission makes on measuring traffic for  
11 purposes of the POI threshold. In that sense, the Staff is correct.

12 Also like in issue 4, I think that the Commission can (and should)  
13 determine that CenturyTel-MO’s invoices were inappropriately submitted and  
14 Socket is not obligated to pay those invoices regardless of the decision on the  
15 applicability of the POI thresholds and how traffic is measured for the reasons set  
16 forth on Issue 4 and in my surrebuttal testimony related to Pam Hankins.

1

**Rebuttal to Individual Witnesses**

2

**Rebuttal to Susan Smith**

3

**Q. CenturyTel’s witness Susan Smith claims that the transition mechanism you  
have proposed should require all services to be disconnected. She goes on to  
complain that Socket has selectively picked and chosen what elements and  
services should be “dismantled”. Do you have a response?**

7

**A.** Yes. First, the transition I believe the parties should follow is selective  
but that does not make it inappropriate. The goal is to transition arrangements  
(UNEs, resold services, interconnection facilities) that were established under the  
prior Interim Agreements to comply with requirements of the new ICA. Any  
item that was inconsistent with the new ICA would need to be addressed. That is  
why Socket and CenturyTel addressed the 911 architecture and re-priced the UNE  
DS1 loops. Those items needed to be addressed to be consistent with the new  
ICA.

15

Similarly, the interconnection arrangements also need to be addressed.

16

As I stated in my Direct Testimony (pg. 24), Socket believes that should have

17

been through an orderly and defined process. The companies should have met to

18

discuss and agree upon a new architecture and a migration plan for transitioning

1 each company's network from the prior interim arrangement to the new  
2 architecture. Once the migration plan was agreed upon, each company would  
3 place the necessary orders and implement any network changes on a coordinated  
4 basis. This type of transition is required because conforming to the ICA requires  
5 facility changes. These facility changes need to be made on a coordinated basis.

6 **Q. Ms. Smith takes issue with the fact that in her experience, no other carrier**  
7 **has suggested a transition plan as you contemplate. Do you have a response?**

8 A. It does not surprise me as she goes on to say that, in her experience,  
9 instances where POIs or services could be eliminated were rare.

10 **Q. Do you think there is some agreement between you and Ms. Smith about**  
11 **some of the aspects of the transition plan?**

12 A. In parts of her testimony, she actually seems to agree with me that changes  
13 to the POIs are not automatic but rather require orders to be submitted.  
14 Specifically, she states "In each case where POIs were added, removed, revised,  
15 such could only be implemented through an order by the competing carrier, which  
16 in this case is Socket." (Smith, Rebuttal, pg. 5, lines 14 – 15).

17 **Q. Did Socket plan to submit the orders necessary to remove the POIs that were**  
18 **not required under the ICA?**

19 A. Yes. As I stated in my direct testimony, Socket contemplated submitting  
20 orders once we agreed to an interconnection architecture (Direct, pg. 24) Socket  
21 never submitted orders because there was no agreement on the architecture.

1 In a similar vein, orders would be required to eliminate trunking covered  
2 by the ICA and move to trunking provided via special access if that is what we  
3 had decided should be done. At this same time, any required or agreed upon  
4 trunking should have been replaced with two-way trunking.

5 CTEL cannot unilaterally convert all circuits to intrastate special access  
6 and begin billing untariffed access rates. Smith's own testimony makes this clear  
7 as she states, ""In each case where POIs were added, removed, revised, such  
8 could only be implemented through an order by the competing carrier, which in  
9 this case is Socket." (Rebuttal pg. 5, lines 14 – 15) Removing POIs governed  
10 by an ICA and replacing those with special access facilities clearly constitutes a  
11 revision if not an outright removal and replacement and would have required  
12 orders.

13 **Q. In your Direct Testimony, you describe the transition that Socket underwent**  
14 **with AT&T Missouri to modify the network architecture when a new ICA**  
15 **took effect. You compared that transition to the plan you believe should**  
16 **have been followed with CenturyTel. Ms. Smith claims that is not a valid**  
17 **comparison because the agreements are "totally different". (Smith,**  
18 **Rebuttal, pg 6). Do you have a response?**

19 A. I disagree. I do believe the comparison to the transition that occurred with  
20 AT&T Missouri is a valid comparison. The decision in the AT&T Missouri  
21 arbitration required network changes to be made in order to comply with the ICA.

1 Those network changes were similar to the changes required under this transition  
2 as both transitions involved decommissioning several existing POIs, leaving  
3 dedicated-trunking in place in some areas and removing dedicated trunking in  
4 other areas. With AT&T Missouri, those were done in an orderly fashion. That  
5 is very analogous to the current situation and is a valid comparison.

6 I would note that Ms. Smith did not attempt to rebut my comparison to the  
7 process that occurs when Socket converts wholesale services such as Special  
8 Access to UNEs (and vica versa) that I explained in my Direct Testimony (Direct,  
9 pg 29 – 30). This is very analogous to converting POIs from interconnection  
10 facilities provisioned under an ICA to special access services when no physical  
11 changes are made to the facilities. Even this change requires an order.

12 **Q. In your Direct Testimony, you point out the existing POIs rely upon one-way**  
13 **trunking when two-way trunking is available. Ms Smith claims Socket**  
14 **should have converted those to two-way trunking on its own. Similarly, Mr.**  
15 **Watkins implies Socket could have switched to two-way trunking simply by**  
16 **placing orders. Do you have a response?**

17 A. Yes. As I stated in my direct testimony, one carrier cannot unilaterally  
18 convert to two-way trunking, especially when it has no information about whether  
19 new trunks will have to be provisioned or existing trunks can be used to carry  
20 two-way traffic through equipment settings. As I pointed out in my direct  
21 testimony, converting to two-way trunks would require coordination to avoid an

1 outage. Ms. Smith acknowledges that such a conversion will require “the  
2 provisioning of facilities and re-routing of traffic” (Smith, Rebuttal pg. 10).  
3 Socket could not re-route CenturyTel’s traffic. The re-routing of traffic would  
4 need to be coordinated to make sure there is not an outage or that calls do not get  
5 dropped.

6 **Q. Did Socket submit orders to convert to two-way trunks?**

7 A. No. We did not submit those orders because of the fear of an outage or  
8 disruption of service if the re-routing of traffic was not coordinated. Moreover,  
9 as I stated in my Direct Testimony, we did not know whether CenturyTel’s  
10 equipment would require new two-way trunks to be provisioned or whether the  
11 existing trunks could be used.

12 When we raised the issue of converting the existing one-way trunks to two-way  
13 trunks, we were promised more information on what would have to be done. We  
14 never received that information. Without that information and an agreed-upon  
15 migration plan, we never could place those orders.

16 **Q. Why is this issue important?**

17 A. It shows that the interim POIs that existed when the ICA became effective  
18 needed to be modified to comply with the ICA. Those modifications required  
19 orders and involved more than just billing changes. CenturyTel should not be  
20 permitted to simply begin billing Socket at special access rates but not take any  
21 action to make the POIs consistent with the requirements of the ICA.

1   **Q.    Ms. Smith makes the claim that Socket was routing IXC traffic over these**  
2       **trunks and precluding CenturyTel from properly assessing and collecting**  
3       **access charges. Is that true?**

4    A.        It is partially true. Ms. Smith only tells part of the story. On June 17,  
5       2008, I did receive the letter attached to Susan Smith's Rebuttal Testimony as  
6       Schedule SS-1. Two days later on June 19, 2008, I replied to that letter and  
7       indicated we were looking into the matter and requested information from  
8       CenturyTel such as call records and trunk identification numbers to help us  
9       determine the cause of the routing error. We immediately began looking into the  
10      matter (Schedule MK-25). In resolving the issue, we opened a trouble ticket with  
11      our switch vendor, Lucent, and were able to correct the trouble.

12            On July 7, 2008, I sent a second letter to CenturyTel indicating that we  
13      had found the causes of the routing errors and they had been fixed (Schedule  
14      MK-26). On July 29, 2008, I received a response from CenturyTel stating that the  
15      call volumes had dropped significantly but calls were still being routed  
16      incorrectly. I sent a reply stating that we would continue to look into the matter  
17      and, again, requested information such as call records or trunk identification  
18      numbers to help find the cause of the routing issue. Despite multiple requests,  
19      we never received any information from CenturyTel. CenturyTel presented  
20      invoices for the traffic that it alleged was being misrouted and Socket promptly  
21      paid those invoices. CenturyTel was never denied the opportunity to collect



1 access charges as Socket has paid CenturyTel for any misrouted traffic. Ms.  
2 Smith fails to mention that the routing errors have been corrected and CenturyTel  
3 has been fully compensated.

4 **Q. Ms. Smith responds to your direct testimony regarding the fact that Socket**  
5 **did not have administrative and order control of the trunks because**  
6 **CenturyTel canceled Socket's orders to cancel individual trunks. Do you**  
7 **have a response?**

8 A. Yes. Susan Smith's testimony on this issue is extremely misleading and  
9 horribly inaccurate. In my direct testimony, I pointed out that under the ICA,  
10 Socket is required to have administrative and order control (e.g. determination of  
11 trunk size) for all trunks between Socket and the CenturyTel companies. I further  
12 testified that CenturyTel was not following the ICA with regard to these trunks  
13 because CenturyTel was rejecting Socket's orders per "Susan Smith, Carrier  
14 Relations" and not permitting Socket to properly size the trunk groups. In her  
15 response, she claims that Socket sought to circumvent the dispute process by  
16 disconnecting POIs and further testifies that she only canceled Socket's orders  
17 because it was CenturyTel's position that the POIs could not be decommissioned.  
18 She then claims Socket was permitted to reduce the number of trunks at several of  
19 the POI locations as proof that Socket was in control of the trunk groups.

20 She fails to tell the Commission that each order that she denied was an  
21 order to cancel one trunk out of the multiple trunks used to carry traffic to or from

1 different POIs. Had those orders been worked, not a single POI would have been  
2 decommissioned as other trunks would have remained in place.

3 She is correct that in some areas, similar orders were processed and Socket  
4 was permitted to reduce the quantity of trunks at several locations. I also point  
5 this out in my Direct Testimony (Direct Testimony, pg. 39). The fact that nearly  
6 identical orders get processed in some instances (only difference being the  
7 exchange of one end of the circuit) and rejected at the direction of Susan Smith in  
8 other instances highlights the random nature of order processing with CenturyTel  
9 – the order might get worked if “Carrier Relations” does not find out about the  
10 order and it gets worked.

11 **Q. Why is this issue important?**

12 A. Like the one-way trunks, it shows that the ICA was not being followed by  
13 CenturyTel with respect to the POIs. Also, it hardly seems reasonable that  
14 Socket should be financially responsible for trunks that it tried to disconnect but  
15 had its order arbitrarily rejected.

16 **Q. Ms. Smith testifies about an October 16, 2006 conference call that took place**  
17 **concerning the implementation of the new ICA. Do you have a response?**

18 A. I do agree the parties met via conference call at that date and time. I was  
19 joined by Kurt Bruemmer from Socket. I also agree that I sent the e-mail with  
20 Socket’s agenda consisting of five items, including the topic “What to do with  
21 existing Spectra interconnects”.

1 I do not agree that we ever received CenturyTel's 30 point agenda set out  
2 in SS-4. I have reviewed my e-mails and other documents and have not found  
3 that agenda. Kurt Bruemmer who participated on the call made a similar review  
4 and could not find the agenda either. Instead, it is my recollection that we did  
5 cover that material verbally. I also remember that at the end of the list of items,  
6 Susan Smith announced something to the effect of CenturyTel has complied with  
7 all of the requirements of the ICA.

8 In discussing Item 3 "What to do with the Spectra interconnections" and  
9 pricing changes, CTEL announced it was their view that special access rates  
10 would apply. That was the first time we were told that was CenturyTel's position.  
11 We agreed to look at it and the tariffs to see what we thought of that position and  
12 the rates that would apply under their position.

13 We never agreed to convert the trunking between Wentzville and Spectra  
14 exchanges to special access nor did we agree to pay special access rates or what  
15 those rates should be.

16 **Q. Do you believe that Ms. Smith's "notes" indicate that Socket agreed to**  
17 **convert the facilities to special access or that you agreed to pay special access**  
18 **rates and what those rates should be?**

19 A. No. A review of Ms. Smith's notes set forth in SS-4 do not support the  
20 position that we agreed to convert the facilities to special access nor does it  
21 support the position that we agreed to pricing. Instead, a review of the "notes"

1 from the agenda items raised by Socket indicates that Susan Smith's "notes"  
2 appear to be written both before and after the meeting.

3 For example, with respect to Items 1 and 2, Susan Smith's notes indicate  
4 that CenturyTel had received the CLEC profile and forecasts. What she had  
5 received prior to the call would not be a discussion point learned on the call.  
6 Similarly, Item 5 has the note stating, "Socket needs to explain what they are  
7 needing". Again, this would not have been a note taken during the call.

8 The note saying "will will convert to Special Access" hardly indicates that  
9 Socket agreed to convert the trunks to special access.

10 The other note appearing on CenturyTel's list of items to discuss that was  
11 related to pricing changes simply indicates that Socket is reviewing Spectra  
12 intrastate tariffs. It does not state that we agreed to convert to special access  
13 services and instead shows that we did not agree on any pricing.

14 **Q. Did you have a chance to contemporaneously review Ms. Smith's notes of the**  
15 **October 16, 2006 meeting?**

16 A. No, I did not. These notes were never shared with Socket to see if they  
17 represented Socket's understanding of the meeting. The first time that I saw  
18 these notes was as an attachment to Ms. Smith's Rebuttal Testimony. At best,  
19 these notes only represent one side's understanding of the conversation.

20 **Q. Ms. Hankins makes similar comments in her Rebuttal Testimony. Would**  
21 **you like to respond to those now?**

1     A.             Similar to Ms. Smith's "notes" are Pam Hankins statements that "It was  
2             decided that CenturyTel-provided facilities relating to the existing Spectra  
3             Communications POI would be converted to special access tariffed pricing"  
4             (Hankins, Rebuttal, pg. 4). She also states that CenturyTel has billed Socket for  
5             the Spectra Communications interconnection facilities at the "appropriate special  
6             access rates" in "conformance with the agreement that Socket would be billed  
7             from the appropriate access tariff for the facilities in place prior to the effective  
8             date of the current ICA." (Hankins, Rebuttal, pg. 5)

9             She never states that "Socket agreed "to convert the facilities to special  
10            access facilities. Instead, I believe CenturyTel may have agreed internally to bill  
11            Socket at special access rates. That does not mean that Socket agreed such bills  
12            were appropriate. We never agreed to that.

13    **Q.     Is Socket being billed rates out of the Spectra's access tariff.**

14    A.             No. The rates for Special Transport Termination and Special Transport  
15             per Airline Mile being billed to Socket are different than the rates set forth in  
16             CenturyTel - Spectra's intrastate special access tariff. As Mr. Voight points out,  
17             charging off-tariff rates is usually done through a contract that sets out the rates.  
18             These rates also do not match any rates in CenturyTel-Spectra's Intrastate Private  
19             Line Tariff.

20    **Q.     Did Socket obtain any discovery related to this issue?**

1     A.             Socket sought discovery on this point to make it clear that we never  
2             agreed to convert the circuits to special access.     We specifically requested,  
3             “Provide copies of all correspondence and documents related to any agreement or  
4             decision that “all CenturyTel-provided facilities related to the existing Spectra  
5             Communications POI would be converted to special access tariffed pricing” as  
6             discussed on Page 4 of the Rebuttal Testimony of Pam Hankins filed in this case,  
7             state whether CenturyTel contends that Socket agreed to such pricing conversion,  
8             and if so state which representative(s) of Socket communicated such agreement.

9             In response to DR 26 (attached hereto as Schedule MK-27), CTEL stated,  
10            “Documentation was provided as Schedule SS-3 and SS-4 to Ms. Smith’s  
11            Rebuttal Testimony.” No other information was provided. SS-3 is the e-mail  
12            correspondence that sets out the five items Socket sought to discuss at the meeting  
13            and SS-4 is Ms. Smith’s notes that were made make both before and after that  
14            meeting.

15            Similarly, we also sought more information on the tariff review that Susan  
16            Smith and Pam Hankins contend took place.     We specifically asked “Provide  
17            copies of any analysis, correspondence, and documents relating to the “review of  
18            the existing tariffs that took place to determine the most cost-efficient pricing  
19            discussed on Page 4 of the Rebuttal Testimony of Pam Hankins filed in this case,  
20            state whether CenturyTel contends that Socket participated in such review, and if  
21            so state which representative(s) of Socket participated.”

1           In response to DR 27 (attached hereto as Schedule MK-27), CenturyTel  
2           stated, “CenturyTel does not have any information responsive to this request”

3           It is worth noting that when asked directly whether CenturyTel contends  
4           Socket agreed to convert the existing interconnections to special access,  
5           CenturyTel did not provide any response indicating that we did. Likewise,  
6           CenturyTel is not contending that Socket participated in any tariff review or  
7           otherwise agreed to pricing for special access services.

8   **Q.   Did Socket ever submit any orders to convert these facilities to special access**  
9   **services?**

10   A.       No. Socket never submitted orders to convert these facilities to special  
11           access services. Susan Smith acknowledges this would have been required in  
12           order to make any changes to the existing Interim POIs as she states, “In each  
13           case where POIs were added, removed, revised, such could only be implemented  
14           through an order by the competing carrier, which in this case is Socket.” (Smith,  
15           Rebuttal pg. 5, lines 14 – 15) As I stated earlier, removing POIs governed by an  
16           ICA and replacing those with special access facilities clearly constitutes a revision  
17           if not an outright removal and replacement and would have required orders.

18   **Q.   Did Socket discuss eliminating the Spectra POIs on the October 16, 2006**  
19   **call?**

20   A.       No. We had discussed the matter internally and had reached the initial  
21           conclusion that we would interconnect indirectly with Spectra under the new ICA.

1       Until the October 16, 2006 call, we were not certain of CenturyTel's position and  
2       wanted to know that before making a final decision. We also were in the process  
3       of establishing a POI in Branson that would let us exchange traffic directly with  
4       CenturyTel-MO and indirectly with CenturyTel-Spectra. I was concerned that if  
5       there was a dispute over indirect interconnection, it would slow that project down.

6       **Q.    When did Socket begin considering connecting indirectly with CenturyTel-**  
7       **Spectra?**

8       A.       Those internal discussions began even during the arbitration proceeding  
9       when it looked like Socket would lose the disputed issues related to our ability to  
10      obtain dedicated interoffice transport between CenturyTel-MO and CenturyTel-  
11      Spectra offices because CenturyTel and Spectra were separate legal entities  
12      despite the fact that they operate as a single company.

13      **Q.    How did Socket notify CenturyTel-Spectra of its intent to move to an indirect**  
14      **interconnection architecture?**

15      A.       On November 17, 2006, I provided forecasts and a description of Socket's  
16      plans to indirectly interconnect with CenturyTel-Spectra pursuant to Article V,  
17      Section 7.0 of the Interconnection Agreement. Socket also requested a meeting to  
18      discuss that interconnection arrangement.

19              That meeting was held on December 4, 2006. At that meeting, Socket  
20      restated our plans. After limited discussion, representatives of CenturyTel-



1 Spectra took the position that CenturyTel-Spectra was not going to indirectly  
2 interconnect with Socket. That led to the dispute at hand.

3 **Q. In her rebuttal testimony, Susan Smith complains that if the POI thresholds**  
4 **are not applied to indirect interconnection, CenturyTel-Spectra could be**  
5 **liable for transiting expenses to both CenturyTel-MO and AT&T Missouri**  
6 **that could exceed \$400,000 a year. Do you have a response?**

7 A. Yes. Any charges assessed by CenturyTel-MO on CenturyTel-Spectra do  
8 not constitute a real expense to CenturyTel since it is simply a transfer of cash  
9 from one pocket to another and should be disregarded.

10 Secondly, through discovery we sought information about the amount of  
11 transit charges billed to the CenturyTel companies. CenturyTel objected to that  
12 data request saying, "Not relevant or reasonably calculated to lead to the  
13 discovery of admissible info."

14 CenturyTel ultimately did provide a response to DR 31 (attached hereto as  
15 Schedule MK-27) indicating while it has received proposed contracts for  
16 transiting from AT&T Missouri, neither CenturyTel-MO or CenturyTel-Spectra  
17 has ever received invoices from another telecommunications carrier and, in fact,  
18 had not claimed that it had received invoices in its testimony.

19  
20 **Q. Do you agree the POI Decommissioning process set forth in Article V,**  
21 **Section 4.3.5 applies to the legacy POIs in the Spectra areas?**

1 A. No. As I have previously explained and as Staff Witness William Voight  
2 agrees, the POI thresholds, and commissioning and decommissioning procedures  
3 set forth in Article V do not apply to indirect interconnection.

4 **Q. Did Socket eventually attempt to disconnect the POIs with CenturyTel-MO**  
5 **and CenturyTel-Spectra following the provisions set forth in Section V,**  
6 **Article 4.3.5?**

7 A. Yes. I described this in page 45 – 57 of my Direct Testimony.  
8 Conveniently, in making claims that Socket sought to unilaterally circumvent the  
9 process CenturyTel believes applies for decommissioning POIs, none of the  
10 CenturyTel witnesses address my direct testimony regarding our attempt to follow  
11 this process. Those requests were denied by CenturyTel on the grounds that the  
12 volume of traffic exchanged between the Parties exceeds the POI threshold.  
13 However, CenturyTel did not have any traffic analysis to support that denial and  
14 simply ignored the requirements of the ICA and refused to decommission the  
15 POIs, even when Socket attempted to follow the process they claimed applied.

16 **Q. Can you explain?**

17 A. The requests that we submitted relied upon traffic data from March, April,  
18 and May of 2007. As I stated in my direct testimony, CenturyTel denied those  
19 requests on August 14, 2007 on the grounds that the traffic volumes being  
20 exchanged through those POIs precluded such decommissioning (See MK-14).

21 Through recent discovery, we learned that CenturyTel did not have any  
22 traffic analysis that reviewed traffic volumes at the exchange level for that time

1 period. Moreover, they did not even have such analysis for a different time period  
2 when they denied our request. The first analysis they had using the methodology  
3 described by CenturyTel's witness Jennifer Powell was performed for the period  
4 of July 15, 2007 through August 15, 2007 and appears to be performed on August  
5 23, 2007. (See response to DR 2, 3, 5 attached hereto as Schedule MK-27).

6 Once again, this shows that CenturyTel acted to deny Socket's request to  
7 decommission the POIs without any basis for their actions.

8 **Q. At page 13 of her Rebuttal Testimony, Ms. Smith states that "[p]rior to**  
9 **implementing billing each POI was reviewed to determine if the total traffic**  
10 **exceeded the threshold" Does that surprise you?**

11 A. Yes, it does. The ICA requires the traffic measurements to be done at the  
12 exchange level, hence the reason that both Socket and CenturyTel developed  
13 methodologies to look at traffic at the exchange level. According to data request  
14 responses, CenturyTel did not have the ability to do that until July of 2007 and  
15 performed the first study for the time period July 15, 2007 through August 15,  
16 2007. CenturyTel-MO began to bill Socket for interconnection facilities at  
17 special access rates in April 2007 while CenturyTel-Spectra began to bill Socket  
18 for interconnection facilities at special access rates in May 2007. Since  
19 CenturyTel did not have the methodology put forth by Ms. Powell available, they  
20 could not have examined the traffic at the exchange level as required by the ICA.

1 CenturyTel might have been able to use the methodology described by Joye  
2 Anderson in Case No. TO-2007-341 as they did have that available. However,  
3 that methodology is not able to look at the traffic at the exchange level and  
4 instead only estimates the trunks needed for the entire trunk group. That is also  
5 the methodology already rejected by the Commission as “statistical studies,  
6 involving use of Erlang tables, are not relevant (citation omitted).”<sup>9</sup> Of course,  
7 that same criticism applies to the methodology developed by CenturyTel for use  
8 in measuring traffic under this ICA as it similarly relies upon “statistical studies,  
9 involving the use of Erlang tables”.

10 Simply put, there is no way CenturyTel measured traffic at the exchange level as  
11 required by the ICA prior to billing Socket for the interconnection facilities.

12 **Q. Do you agree with Ms. Smith that the POI decommissioning processes set**  
13 **forth in Article V. Section 4.3.5 applies to the transitioning of the interim**  
14 **POI existing when the current ICA became effective?**

15 A No, I do not. Ms. Smith addresses this on page 20 of her Rebuttal  
16 Testimony. I believe she is incorrect for a number reason. In the case of direct  
17 interconnection, if these POIs had been established using the process set forth in  
18 Article V. Section 4.3 and 4.5 where traffic had exceeded the POI thresholds for  
19 consecutive months and then later fell below the POI threshold for three  
20 consecutive months, Ms. Smith would be correct.

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<sup>9</sup> Case No. TC-2007-0341, *Report and Order*, March 26, 2008, Footnote 70, pg. 18.

1           However, the POIs that were in place when the ICA became effective had  
2           not been put in place using the criteria established by the Commission. Instead,  
3           they were put in place under the previous interim arrangement. The language  
4           regarding decommissioning POIs set forth in Section 4.3.5 specifically refers to  
5           POIs established “pursuant to Section 4.3.3 or 4.3.4”. In addition and as I have  
6           previously explained, CenturyTel has no data to suggest these legacy POIs did  
7           exceed the POI thresholds at the exchange level for three consecutive months  
8           until late 2007. Socket was not required to maintain these POIs when the new  
9           agreement took effect.

10   **Q.    Ms. Smith addresses the four additional POIs that Socket requested. Is there**  
11   **a reason that Socket’s requests only pertain to exchanges that are in**  
12   **CenturyTel-MO territory?**

13   A.       Yes. As we have consistently maintained, the POI thresholds currently  
14           only apply to CenturyTel-MO because Socket is directly connected only with  
15           CenturyTel-MO.

16   **Q.    Can you provide some background on Socket’s request to establish the four**  
17   **POIs?**

18   A.       Based upon the results of Socket’s traffic studies, Socket notified  
19           CenturyTel that POIs were required in the exchanges of Bland, Jonesburg,

1 Summersville, and Marthasville<sup>10</sup> CenturyTel did not respond to Socket's request  
2 to establish these additional POIs until Ms. Smith filed her rebuttal testimony.  
3 In her response, Susan Smith provided the following explanation for not  
4 previously responding to Socket's request, "While we do agree that each of these  
5 exchanges exceed the threshold, it is CenturyTel's position that additional POIs  
6 are not required and gives two primary reasons. The first is that other POIs  
7 already exist to handle this traffic for the exchanges of Bland and Jonesburg.  
8 For the exchange of Summersville, CenturyTel takes the position since neither the  
9 host nor the host complex exceeds the threshold, CenturyTel has not requested a  
10 POI be established."

11 Under the ICA, CenturyTel does not have the authority to unilaterally  
12 dictate whether or not POIs will be established and where they will be established.  
13 Ms. Smith does not provide any cite to any contract language that would allow  
14 CenturyTel to unilaterally decide where POIs will be located or when they are  
15 required. This is just another example of CenturyTel still believing it can dictate  
16 when and where POIs will be established based upon what it wants regardless of  
17 the terms of the ICA.

18 First, the POIs are not required in St. James or Warrenton and Socket has  
19 requested to decommission those POIs as they are not required based upon the  
20 traffic volumes. CenturyTel has refused that request (Kohly, Direct, pg. 46).

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<sup>1010</sup> Upon further review, I found that a POI was not required in Marthasville and I had made a mistake by including it. I subsequently notified CenturyTel that a POI was not required in Marthasville.

1        Thus, the POIs she says should handle the traffic are ones that should not exist.  
2        We have certainly not agreed to use those POIs to handle traffic from additional  
3        exchanges.

4                Secondly, according to the provisions of the ICA, additional POIs for  
5        exchanges served by remote switches are required to be established in the  
6        exchange served by the remote switch unless the Parties agree to establish the POI  
7        within the exchange of the host exchange (See Article V, Section 4.6). While we  
8        might very well agree to locate a future POI in the host exchange, there is nothing  
9        that gives CenturyTel the unilateral right to dictate that the POI will be in the host  
10       exchange.

11               Susan Smith's testimony is an outright acknowledgement that they simply  
12       chose not to follow the ICA. Even more frustrating is the fact that, later in her  
13       testimony, Ms. Smith complains the parties have operated under this Agreement  
14       for two years and not a single additional POI has been implemented (Smith,  
15       Rebuttal, pg. 24). I would respond by saying that Socket has consistently  
16       followed the interconnection agreement and where additional POIs are required;  
17       we have sought to implement them. Likewise, we have sought to decommission  
18       POIs we do not believe are necessary. CenturyTel has been the consistent  
19       roadblock. It is an amazing act of hypocrisy for Susan Smith to complain that no  
20       additional POIs have been established when CenturyTel is the reason for that.

1    **Rebuttal to Pam Hankins**

2    **Q.     Do you agree with Pam Hankins' assertion that rates were agreed to on the**  
3           **October 16, 2006 conference call?**

4    A.           As I stated earlier, I do not agree that Socket agreed to move the existing  
5           interconnections arrangements to special access nor did we agree upon rates.

6    **Q.     Do you have a response to Pam Hankins' testimony regarding the rates billed**  
7           **for the facilities?**

8    A.           Yes. Pam Hankins states that "CenturyTel has billed Socket for the  
9           Spectra Communications interconnection facilities "at the appropriate special  
10          access tariff rates" from "the appropriate access tariff" (Hankins, Rebuttal, pg. 5).

11                She does not specifically state which tariff Spectra is billing Socket from.  
12                She also does not state the source for CenturyTel-MO's billing for CenturyTel-  
13                MO's facilities provided on the circuits between a Spectra exchange and  
14                CenturyTel's MO's tandem office in Wentzville.

15   **Q.     Do you know the jurisdiction that CenturyTel is applying to these invoices?**

16                According to the invoices issued by both CenturyTel-MO and CenturyTel-  
17                Spectra, the jurisdiction of the invoices is intrastate.

18   **Q.     Does that raise a concern?**

19   A.           Yes. Based upon a review of their intrastate special access tariffs, neither  
20           CenturyTel-MO nor CenturyTel-Spectra offer intrastate, intraLATA special  
21           access services out of a special access tariff in Missouri. Both CenturyTel-



1 Spectra and CenturyTel-MO have provisions in their special access tariffs that set  
2 forth the applicability of those tariffs. Each company specifically limits the  
3 application of their intrastate special access to “Intrastate InterLATA facilities  
4 only” on Original Sheet 5 of their intrastate access tariffs<sup>11</sup>. As a result, I am  
5 unclear what special access tariff could possibly apply. Even if Socket had  
6 agreed to convert these facilities to special access services, the parties had agreed  
7 upon rates for these services, and Socket had submitted the necessary conversion  
8 orders to request these services be provisioned and billed as special access  
9 services, neither CenturyTel-MO or CenturyTel-Spectra have intrastate special  
10 access tariffs that cover intrastate, intraLATA special access services.

11 **Q. Are the circuits in question intraLATA circuits?**

12 A. Yes, they are. As such, they are not covered by CenturyTel’s intrastate  
13 special access tariff.

14 **Q. Did you look at both companies intrastate, intraLATA private line tariffs?**

15 A. Yes, I did.

16 **Q. Do either of them have the rates and services for DS1 dedicated interoffice**  
17 **transport in it?**

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<sup>11</sup> Both companies made separate tariff filings on February 3, 2009 to change the applicability of the tariff. For both tariff filings, the cover letter of each filing states, “The purpose of this filing is to remove the word “IntraLATA” from the tariff sheet beginning March 5, 2009”. However, the word IntraLATA does not appear in the sentence marked as changed. Instead, the current tariff sheets CenturyTel-MO and CenturyTel-Spectra are proposing to change reference “Intrastate, InterLATA facilities”.

1 A. Neither company's private line tariffs appear to have that service in it.

2 Likewise, neither tariff has the rates that have been billed by CenturyTel-MO and  
3 CenturyTel-Spectra.

4 **Q. Do you have any response to the amount of charges Pam Hankins alleges**  
5 **were billed as part of this dispute?**

6 A. Yes. I do. First, we have obviously disputed the validity of these charges  
7 since they represent charges for facilities that Socket has sought to disconnect.

8 Setting the validity of the charges aside for a second, we still have a  
9 concern about amounts being represented as being correct or even related to this  
10 dispute. For example, the charges Ms. Hankins claims Socket owes to  
11 CenturyTel-MO date back to June 10, 2004. That is more than two years before  
12 the current ICA took effect. It is hard to imagine what those charges represent  
13 and how they are related to the dispute at hand. In addition, the charges from  
14 CenturyTel-MO are for the entire Billing Account Number ("BAN") and include  
15 charges for 911 circuits and even customer circuits that are provisioned using  
16 interstate special access. Other unresolved disputes for these items (not being  
17 addressed in this case) would appear as an amount owed under Ms. Hankins'  
18 Schedule PH-1..

19 **Q. What about the rates and rate elements that were billed?**

20 A. I partially addressed this in my surrebuttal to Susan Smith. As I  
21 previously pointed out, the rates for Special Transport Termination and Special

1 Transport per Airline Mile being billed to Socket are different than the rates set  
2 forth in CenturyTel - Spectra's intrastate special access tariff. Charging off-tariff  
3 rates is usually done through a contract that sets out the rates. There is no  
4 contract that Socket signed that has these rates in them. In addition, the rates  
5 charged by CenturyTel-Spectra have changed over time. When CenturyTel-  
6 Spectra began billing Socket for these facilities through its first retroactive  
7 invoice received in May 2007, CenturyTel-Spectra were charging \$17.88 per  
8 airline mile for transport and \$88.16 for the direct trunked termination for each  
9 circuit. On August 15, 2007, the rate changed to \$7.17 per airline mile for the  
10 transport and \$27.09 for the direct trunked termination. On July 15, 2008, the  
11 rates changed a third time to \$7.15 per airline mile for the transport and \$27.00  
12 for the direct trunked termination. While I am always reluctant to complain  
13 about a rate reduction, it calls into question the validity of the charges – why can  
14 we be billed \$17.88 per airline mile in one month and then \$7.17 per airline mile  
15 in another month? I can find none of these rates in CenturyTel-Spectra's current  
16 access tariff. Section 5.9 of CenturyTel-Spectra's intrastate special access tariff  
17 appears to be where CenturyTel-Spectra is supposed to list all special access  
18 services provided on an individual case basis (ICB). Other than the descriptive  
19 header, that section is blank. These rates are simply not supported by CenturyTel-  
20 Spectra's tariff.

21 **Q. What about the charges assessed by CenturyTel-MO?**

1 A. CenturyTel-MO billed a rate of \$30.55 for special transport termination on  
2 each invoice. This does not match rate for that element in their intrastate,  
3 interLATA special access tariff. This raises the same issue about off-tariff  
4 pricing that applies to CenturyTel-Spectra. Section 5.9 of CenturyTel-Spectra's  
5 intrastate special access tariff appears to be where CenturyTel-Spectra is supposed  
6 to list all special access services provided on an individual case basis (ICB).  
7 Other than the descriptive header, that section is blank. These rates are simply not  
8 supported by CenturyTel-Spectra's tariff. Given that, you would think they are  
9 supported by a contract of some type. That does not exist.

10 In addition, CenturyTel-MO charged Socket for additional rate elements in  
11 some months. For example, in March of 2007, CenturyTel-MO billed Socket for  
12 entrance facilities. On the circuit between Wentzville and Warrenton and St.  
13 James, CenturyTel billed the amount of \$102.22 for each circuit. For exchanges  
14 between Wentzville and the Spectra exchanges (Palmyra, Canton, Monroe City,  
15 and VanBuren), CenturyTel billed the rate of \$190.66. There was no explanation.

16 **Q. Is that appropriate?**

17 A. No. That rate element is not applicable. Since that time, CenturyTel-MO  
18 has not billed for that rate element.

19 **Q. Did Socket seek information from CenturyTel in an attempt to verify the**  
20 **amounts CenturyTel claims it is owed?**

21 A. Yes. Socket specifically requested the following information:

1 Data Request No. 28 - For each line item in charges set out in the  
2 Proprietary Schedule PH-1 attached to the Rebuttal testimony of Pam  
3 Hankins filed in this case, itemize each facility/service being billed and  
4 provide the circuit ID or IDs of the facilities, the associated line item or  
5 rate element name(s), the rate(s) being billed, and quantities that comprise  
6 the current charges.

7 CenturyTel objected to that data request (attached hereto as Schedule MK-27) on  
8 the grounds that the “information already in the possession, custody, or control of  
9 Socket”. Given their uncooperativeness in trying to validate their claims, the  
10 claims ought to be dismissed.

11 **Rebuttal to Steven E. Watkins**

12 **Q. Do you have an overall response to Mr. Watkins’ Rebuttal Testimony?**

13 A. Mr. Watkins’ testimony addresses a number of issues that were litigated and  
14 resolved by the Commission in Case No. TO-2006-0299. These include his  
15 testimony regarding Section 251(a)(1) indirect interconnection obligations,  
16 whether providing “transiting” service is an obligation imposed by the Act, the  
17 treatment of ISP-bound traffic and whether it is covered by the ICA, and requiring  
18 Socket to interconnect in each individual exchange among others. Much of this  
19 testimony should be disregarded as it is not relevant to the dispute at hand. I  
20 would refer Mr. Watkins to the Commission's decision in Case No. TO-2006-  
21 0299 which already resolved these issues.

22 Mr. Watkins also makes a number of predictions about Socket’s behavior  
23 based upon the “fact” that “Socket does not route any traffic to CenturyTel”

1 (Watkins, Rebuttal, pg. 4). Mr. Watkins' fact is wrong and his subsequent  
2 predictions are erroneous and should similarly be ignored.

3 Finally, some of Mr. Watkins' testimony that pertains to Issue 1- POI  
4 thresholds not applying to indirect interconnection. I have previously addressed  
5 that testimony and will not repeat the rebuttal of those issues again.

6 **Q. Do you have a response to Mr. Watkins' recitation of the terms of the ICA**  
7 **that apply to the establishment of additional POIs?**

8 A. Yes, Mr. Watkins quotes Article V, Section 4.3 and subsections 4.3.1 through  
9 4.3.4 from the ICA and suggests that they can be read in isolation. I disagree as  
10 did Mr. Voight. As I have previously explained, that Section is preceded by  
11 Section 4.1 which states, "When the Parties directly interconnect ..." The  
12 additional POIs described in Section 4.3 only apply after there is an initial POI.  
13 It is not appropriate to read or quote Section 4.3 in isolation.

14 **Q. Mr. Watkins addresses Article V, Section 7.0 and asserts that section is not**  
15 **pertinent to the dispute regarding the POI thresholds and also argues that**  
16 **transit service is not a requirement under the act. How do you respond?**

17 A. With respect to the first statement about Article V, Section 7.0, Mr.  
18 Watkins would do well to read the Commission's arbitration decision in Case No.  
19 TO-2006-0299. Specifically, he should review the provisions rejected by the  
20 Commission when it resolved "Issue 8 - Which party's language should be  
21 adopted regarding indirect interconnection?" by rejecting CenturyTel's attempts

1 to place arbitrary caps on the amount of traffic that can be exchanged through an  
2 indirect arrangement or that would have required Socket to convert to a direct  
3 connection when traffic volumes reached a certain level.

4 With respect to Transit Services, this was another disputed issue with  
5 CenturyTel which the Commission resolved in the previous arbitration. In  
6 resolving the issue, the Commission found:

7 Section 10.0 (and the proceeding subsections) – The Missouri Public Service  
8 Commission has already decided that transiting is a §251 obligation. In the Final  
9 Arbitrator’s Report in Case No. TO-2005-0336, the Commission ruled that  
10 transiting is a §251 obligation quoting its Chariton Valley Order where the  
11 Commission determined that “transit service falls within the definition of  
12 interconnection service . . . [b]ecause the transit agreement is an interconnection  
13 service, it must be filed with the Commission for approval.” The Commission  
14 concludes that the Act, at §251(c)(2) and at §251(a)(1) obligates CenturyTel to  
15 receive transit traffic from Socket. Because transit traffic is an obligation imposed  
16 on CenturyTel pursuant to §§251(c)(2) and (3) of the Act, the applicable pricing  
17 standard is TELRIC. This allows Socket to effect an indirect interconnection with  
18 other carriers, which is expressly authorized by §251(a)(1) of the Act.<sup>12</sup>

19 As a result of the Commission’s decision, the rates, terms, and conditions for  
20 transit service are contained in our ICA in Article V, Section 10. Section 10.3.1  
21 specifically states, “Because Transit Traffic is an obligation imposed pursuant to  
22 47 U.S.C. §§ 251(c)(2) and (3), the applicable pricing standard for Non-MCA  
23 Transit Traffic is TELRIC. Mr. Watkins simply ignores the current ICA and  
24 reargues issues CenturyTel lost in arbitration. This testimony should be ignored.

25 **Q. At page 11, Mr. Watkins seems to contend that Section 251(a) only creates a**  
26 **general duty and the Act does not set forth any particular standard under**

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<sup>12</sup> Case No. TO-2006-0299, Final Commission Decision, pg. 32, June 30, 2006.

1       **which carriers must negotiate or arbitrate terms of either direct or indirect**  
2       **forms of interconnection. Do you have a response?**

3       A.           This testimony conflicts with his testimony on the same page. On lines 2  
4       through 5 of page 11, Mr. Watkins acknowledges that a State Commission can  
5       certainly decide to require carriers to connect directly or indirectly. That is  
6       exactly what the Commission did in Case No. TO-2006-0299 when it arbitrated  
7       the terms and conditions regarding indirect interconnection. In doing so, the  
8       Commission rejected CenturyTel's attempts to place arbitrary conditions or  
9       limitations on Socket's right to choose to interconnect indirectly. Once again,  
10      Mr. Watkins reargues issues previously decided by the Commission.

11      **Q. On pages 13 – 15, Mr. Watkins addresses transit arrangements (again) and**  
12      **argues (again) that they are not required under the Act. Do you have a**  
13      **response?**

14      A.           Yes. As I just stated, this Commission decided this issue in the prior  
15      arbitration with CenturyTel as well as every other arbitration proceeding that I  
16      have been involved where this issue was litigated by ruling that transit is a §251  
17      obligation as "transit service falls within the definition of interconnection  
18      service". Rearguing transit obligations are well beyond the scope of this  
19      complaint.

20      **Q. In yet another attempt to relitigate matters, Mr. Watkins' raises the issue of**  
21      **ISP-Bound Traffic and VNXX Traffic on pages 18 through 20 of his**



1       **testimony to argue the POI thresholds should apply since Socket is only an**  
2       **ISP.**

3       A.           I have already responded to the “Socket is only an ISP” claims and will  
4       not do so again. Secondly, the Commission has already determined that VNXX  
5       traffic is local traffic (other than for reciprocal compensation purposes).

6               Finally, since Mr. Watkins is now arguing the thresholds should apply, I  
7       will take that as an admission that he believes the POI thresholds really do not  
8       apply to indirect interconnection and that he is, yet again, seeking rehearing of the  
9       Commission’s arbitration decision.

10              Mr. Watkins continues CenturyTel’s habit of raising the issue of VNXX  
11      traffic to reargue the Commission’s arbitration decision. In the last case involving  
12      CenturyTel’s refusal to port numbers, the Commission found

13              CenturyTel’s opposition to Socket’s porting requests specifically boils  
14      down to dissatisfaction with the Commission’s decision to accept  
15      CenturyTel’s proposed contract language which **expressly allows** Socket  
16      to provide VNXX service and assign numbers to customers physically  
17      outside the calling area containing the rate center with which the number  
18      is associated, **but not** to accept CenturyTel’s accompanying proposal to  
19      include in that contract language a requirement of a point of  
20      interconnection in every exchange.[footnote omitted]. Stripped down to  
21      its essence, CenturyTel’s position is plainly untenable – it is not entitled to  
22      reconsideration of the arbitration or alteration of the provisions of the  
23      interconnection agreements, nor can it legitimately hold required number  
24      ports hostage in its effort to coerce such reconsideration/alteration from  
25      Socket. CenturyTel simply must abide by the contract terms concerning  
26      points of interconnection and capacity of interconnection facilities.  
27

1 Mr. Watkins' similar attempts to seek rehearing and have the Commission change  
2 the application of the POI thresholds should similarly be rejected

3 **Q. On pages 19 and 20 of his Rebuttal Testimony, Mr. Watkins lists several**  
4 **FCC decisions regarding ISP Traffic. Do you have a response?**

5 A. Notably, Mr. Watkins omits the most recent FCC decision related to ISP  
6 Traffic. In that decision issued in November 2008, the FCC reversed its position  
7 that Section 251(b)(5) applies only to local traffic and instead found that all ISP  
8 bound traffic falls under Section 251(b)(5) traffic<sup>13</sup>. There is no distinction  
9 between ISP-bound traffic routed through a VNXX arrangement and a ISP-bound  
10 traffic not routed through a VNXX arrangement.

11 **Q. Mr. Watkins asserts that you chose to selectively apply a "clean slate"**  
12 **approach as if the prior interim arrangements had never existed. Do you**  
13 **have a response?**

14 A. Yes. His argument is somewhat similar to one raised by Ms. Smith.  
15 Socket's view of how the parties should transition from the prior interim  
16 arrangements to the terms and conditions of the new ICA did selectively look at  
17 certain items. However, that is more than justified as only some items needed to  
18 be transitioned to meet the requirements of new ICA. Other items, such as loops,  
19 were provisioned consistently with the ICA and only needed pricing changes.

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<sup>13</sup> FCC 08-262, ORDER ON REMAND AND REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING, Nov. 5, 2008. pg. 4.

1           The requirements related to interconnection, POIs, and trunking in general  
2           did change. These items needed to be transitioned to match the requirements of  
3           the new ICA. For example, it is Socket's view the POI thresholds do not apply to  
4           indirect interconnection arrangements. As such, the process of eliminating  
5           additional POIs after a showing that traffic volumes were below the POI  
6           thresholds did not apply either. For that reason, Socket could elect to move to  
7           indirect interconnection with Spectra without any type of showing that traffic was  
8           below a certain POI threshold. Socket attempted to do that by submitting  
9           forecasts, followed by a discussion of the issue. Had agreement been reached on  
10          the new architecture, that would have been followed by Socket submitting the  
11          necessary order to make the changes to move to the architecture.

12          Mr. Watkins conveniently ignores the fact that Socket did "play along"  
13          with CenturyTel's view that Article V, Section 4.3 of the ICA applies to the  
14          decommissioning of all POIs as I explained in my Direct Testimony. When we  
15          did that, CenturyTel still denied Socket's request to decommission the POIs  
16          without a shred of evidence, even using their methodology, that we exceeded the  
17          POI thresholds at the exchange level. In all of its refusals, CenturyTel has  
18          unilaterally turned the pre-existing arrangements into the "Permanent Slate".

19      **Q. Mr. Watkins gives a long explanation of direct trunking. Do you have a**  
20      **response?**

1     A.             Yes. I am not sure why this is relevant to this case. Article V. Section  
2             11.1.2.5 states that “Dedicated trunking may be established by mutual agreement  
3             of the Parties.” There will be situations where the two companies can agree to  
4             establish dedicated trunking. If one company does not elect to use dedicated  
5             trunking, there will not be dedicated trunking.

6     **Q. Mr. Watkins raises the issue of location of the POI in a host-remote complex**  
7     **and questions why you raised the issue? Can you explain?**

8     A.             Yes. I raised the issue because the ICA requires the additional POIs to be  
9             established in the exchange of the remote switch unless the parties mutually agree  
10            otherwise (Article V, Section 4.6). I raised the issue in my direct to show that the  
11            pre-existing arrangements are not consistent with the current ICA.

12            As an example, consider the exchange of Warrenton, for which  
13            CenturyTel is billing us for the interconnection facilities under their claim that are  
14            above the POI threshold for the entire host-remote complex<sup>14</sup>. The POI is in the  
15            exchange of the host switch, Warrenton, and carries traffic for Warrenton, as well  
16            as traffic for High Hill, Holstein, Jonesburg, and Marthasville, which are remotes  
17            off of Warrenton. This POI was sized to carry traffic for all of these exchanges

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<sup>14</sup> According to Ms. Smith’s testimony, Socket is being billed for the interconnection facilities between Wentzville and Warrenton because the traffic volumes estimated by CenturyTel exceed the POI threshold for the entire host remote complex. According to her Schedule SS-5 attached to her rebuttal testimony, that is no longer the case even using CenturyTel’s own estimates. Since December of 2007, Ms. Smith’s own data shows that the volume of traffic is below the POI threshold for host-remote complex. However, CenturyTel has continued to bill Socket for those facilities.

1       which is why it is sized at 11 DS1s. Under the new ICA, CenturyTel has billed us  
2       for all 11 DS1s that carry traffic for all exchanges.

3               According to Schedule SS-5 attached to Susan Smith's Rebuttal  
4       Testimony, CenturyTel alleges that the exchanges of High Hill, Holstein and  
5       Jonesburg exceed the applicable POI thresholds. Using their own data, the traffic  
6       to and from the exchanges of Warrenton and Marthasville has never exceeded the  
7       applicable POI thresholds. Assuming CenturyTel's methodology and resulting  
8       estimates are correct, which it is not, Socket would be obligated to establish three  
9       separate POIs with one located in each of High Hill, Holstein, and Jonesburg  
10      under the requirements in the ICA. Since the host exchange, Warrenton, is not  
11      above the POI threshold, no POI would be required there. Likewise, there would  
12      be no POI required in Marthasville either.

13              The pre-existing POI located in Warrenton is inconsistent with these  
14      requirements for several reasons. First, it is not located in the exchanges where  
15      traffic exceeds the POI threshold. Secondly, we are being billed for all eleven  
16      trunks that carry traffic for the exchange of Warrenton and Marthasville, which  
17      are not above the POI threshold. That is inappropriate. CenturyTel cannot just  
18      freeze the existing POIs in place and claim they conform to the ICA.

19   **Q.     Could the POIs be located in the exchange of the Host?**

1 A. Yes but only by mutual agreement. That is my whole point. We have not  
2 agreed to that under this ICA. Yet, CenturyTel continues to issue bills as if we  
3 have agreed.

4 **Q. What would be required before Socket would agree to locate the POIs for**  
5 **these exchanges in the exchange of Warrenton?**

6 A. If Socket were to agree to locate the POIs required for exchanges served  
7 by a remote switch in the exchange of the host and further agree to carry all traffic  
8 for the Host and Remote over the same trunk group, there would need to be some  
9 agreement on the number of trunks that we would be billed for. This is because  
10 the trunk group would be sized to carry traffic for exchanges both above and  
11 below the POI thresholds. We are not obligated to pay and CenturyTel is not  
12 entitled to bill for interconnection facilities that are below the POI thresholds so it  
13 would completely inappropriate to bill Socket for the all of the trunks in the trunk  
14 group. That is precisely what CenturyTel is doing in the case of Warrenton and  
15 we have not agreed to that.

16 **Rebuttal to William Voight.**

17 **Q. Mr. Voight raises some concern about permitting transiting without limits.**  
18 **Can summarize Mr. Voight's stated concerns?**

19 A. Yes. Mr. Voight indicated that the Staff is concerned that third-party  
20 providers might be affected by the Commission's actions and yet have no  
21 opportunity to provide input into the decision - making process. Staff also

1 expresses concern about the potential for non-recoverable transiting costs that  
2 may be imposed on third-party providers. (Voight, Rebuttal, pg. 9).

3 **Q. Do have a response to these concerns?**

4 A. Yes. I do. With all due respect, I think these concerns are misplaced.  
5 First, the ICA between Socket and CenturyTel requires each carrier to have a POI  
6 with the third-party in the case of indirect interconnection. In order to have a  
7 POI, which is a direct connection, with another carrier, there would have to be a  
8 contract, commission decision, tariff or at least an agreement covering the direct  
9 exchange of traffic. With that, the other carrier will know it is going to receive  
10 transit traffic and will be able to make appropriate arrangements.

11 For example, in the case where CenturyTel provides transit services for  
12 Socket, Socket has an interconnection agreement that governs transit traffic. As I  
13 stated earlier the rates, terms, and conditions for CenturyTel to provide transit  
14 services were arbitrated by the Commission. CenturyTel certainly cannot say that  
15 it had no input over its transit obligations.

16 Similarly, Socket also sends and receives transit traffic from AT&T  
17 Missouri and Embarq. Socket's transit traffic is governed by the ICAs that it has  
18 with each respective carrier. For AT&T Missouri, the rates, terms, and conditions  
19 were arbitrated by the Commission while they were negotiated with Embarq since  
20 Socket adopted its ICA with Embarq. Again, these transit providers had input  
21 into their transit obligations.

1           In the Chariton Valley Case, the Commission specifically ruled that  
2           “because the transit agreement is an interconnection service, it must be filed with  
3           the Commission for approval.”<sup>15</sup> Certainly with respect to CLECs and ILECs,  
4           the Commission has ruled there has to be a filed agreement where transit service  
5           is provided through an agreement.

6   **Q.    What about Staff’s concern about carriers not being compensated?**

7   A.           The Commission has ruled on numerous occasions that providing transit  
8           services is an interconnection obligation. As such transit providers would be  
9           entitled to compensation at cost-based rates or some other type of compensation  
10          such as with the MCA.

11   **Q.    You mention the MCA, does the provision of that service involve providing**  
12          **transit services.**

13   A.           Yes, it does require carriers to provide transit service for other carriers.  
14           But it does not have provisions that require a carrier to establish direct  
15           connections at certain traffic thresholds or let one carrier dictate when a direct  
16           connection would be made. I am concerned that if the Commission began  
17           limiting some carriers’ rights to indirect interconnection through limitations in  
18           interconnection agreements, some carriers will be placed at disadvantage relative  
19           to their ILEC competitors.

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<sup>15</sup> Case No. TK-2005-0300, *Chariton Valley Communication Corporation, Inc.’s application for approval of an interconnection agreement with Southwestern Bell Telephone, L.P., d/b/a SBC Missouri*, Order Rejecting Interconnection Agreement, May 5, 2005 <http://www.psc.mo.gov/orders/2005/05195300.htm>



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

3    A.     Yes.

4    **Q.     Does this conclude your testimony?**

5    A.     Yes, it does.