

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

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

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

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

AND

SOCKET INTERNET

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SOCKET INTERNET

Case No. TC-2007-0307
Surrebuttal Testimony: R. Matthew Kohly
On Behalf of Socket Telecom, LLC
And Socket Internet
July 30, 2007

STATE OF MISSOURI)
)
COUNTY OF BOONE) SS.

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AFFIDAVIT OF R. MATTHEW KOHLY

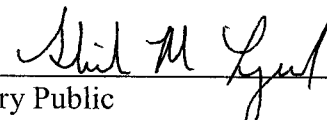
COMES NOW R. MATTHEW KOHLY, of lawful age, sound of mind and being first duly sworn, deposes and states:

1. My name is R. Matthew Kohly. I am Director – Telecommunications Carrier and Government Relations for Socket Telecom, LLC 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.



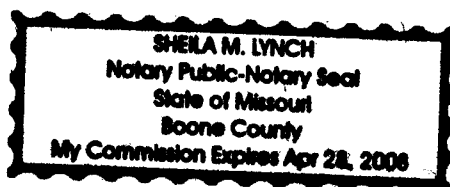
R. MATTHEW KOHLY

SUBSCRIBED AND SWORN to before me, a Notary Public, this 26th day of July, 2007.



Notary Public

My Commission Expires:
(SEAL)



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

INTRODUCTION

Q. Please state your name and address.

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

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

A. Yes

**Q. Do you have an initial response to the Rebuttal testimony of other witnesses in this
proceeding?**

A. Yes. CenturyTel's witnesses' Rebuttal Testimony is full of rhetoric and is lacking
of any meaningful substance. Based upon the testimony, it appears that CenturyTel
believes that it somehow owns these phone numbers and, because of this belief,
CenturyTel's tariffs are always applicable to these phone numbers. Given this,
CenturyTel contends that fulfilling Socket Internet's desire to port the phone numbers to
Socket Telecom unlawfully robs CenturyTel of control over those phone numbers and
violates CenturyTel's tariffs because the phone numbers would be used for another
service besides CenturyTel's RCF service. Also, CenturyTel speculates that once it loses
control of the phone numbers, those numbers may potentially be used to overload its
network. CenturyTel's contentions are not legitimate.

1 CenturyTel's testimony ignores the fact that Socket Internet simply wants
2 recognizable phone numbers as a matter of customer preference. All of CenturyTel's
3 claims of capacity and other interconnection issues do not relate to fulfilling retail orders
4 for Remote Call Forward service or the porting of numbers. Socket Telecom and
5 CenturyTel are interconnected carriers that are supposed to be operating under the
6 recently arbitrated interconnection agreement (ICA). Mr. Martinez's and Mr. Teasley's
7 testimonies simply continue to regurgitate interconnection issues resolved in last year's
8 arbitration and now rehashed in Case No. TC-2007-0347, which is Socket Telecom's
9 complaint about CenturyTel's refusal to fulfill customer number port requests.

10 At least two things get lost in CenturyTel's rhetoric. The first thing to remember
11 is CenturyTel's own end users originate the traffic CenturyTel complains about that is
12 going to Socket Internet through Socket Telecom. In originating this traffic, these
13 customers pay CenturyTel for the right to do so. The ability to place calls to Socket
14 Internet may very well be the only reason they have phone service from CenturyTel at all
15 if they otherwise depend on wireless service. Thus, like any interconnected company,
16 CenturyTel benefits from their customers making/receiving calls.

17 Secondly and more importantly, this traffic would flow in exactly the same
18 manner whether Socket Internet is permitted to purchase RCF Service and port that
19 number to Socket Telecom or whether Socket Internet obtains a number directly from
20 Socket Telecom. Similarly, traffic would flow in exactly the same manner whether
21 Socket Telecom served Socket Internet with its Foreign Exchange service or whether
22 Socket Telecom used loop facilities to provide service to Socket Internet at a building

1 situated within the exchange boundaries. Denying Socket Internet's RCF orders does not
2 change any of this. CenturyTel just seeks to prevent Socket Internet from obtaining and
3 keeping phone numbers in NPA-NXX blocks assigned to CenturyTel.

4 To anyone without an anticompetitive agenda or an axe to grind about an
5 interconnection agreement they want to pretend does not exist, the fallacies in
6 CenturyTel's arguments are obvious. Whether CenturyTel is just being obstinate or is
7 taking this action on the belief that it is benefiting its own ISP-affiliate at the expense of
8 Socket Internet is unknown. Certainly, Staff Witness Voight's testimony sees through
9 the CenturyTel rhetoric and I generally agree with his testimony.

10 **Q. In your Direct and Rebuttal Testimony, you cite to Socket's Internet's preference**
11 **for recognizable phone numbers as the reason for obtaining numbers from**
12 **CenturyTel by purchasing RCF service. Do you have a response to Mr. Martinez's**
13 **testimony addressing that preference?**

14 **A.** Yes. As I stated in my Direct Testimony, Socket Internet has a customer
15 preference for numbers that are in the recognized incumbent local exchange carrier
16 NPA-NXX block. As I explained in my Direct Testimony, that preference is not unique
17 to Socket Internet (Kohly, Direct, pg. 9). To explain the basis for that preference, I
18 provided a number of reasons including desiring a phone number in the numbering block
19 that has historically been used in an exchange (Kohly, Direct, pg. 7), desiring a phone
20 number shown as local in the information pages of the printed telephone directory
21 (Kohly, Direct, pg. 7), avoiding unnecessary long distance charges if a customer
22 accidentally dials "1+" because they don't recognize the NPA-NXX code (Kohly, Direct
23 pg. 7 and 8), and avoiding inbound call routing issues that can occur with new codes

1 (Kohly, Direct pg. 8). This preference is obviously real and quite meaningful to Socket
2 Internet since it is willing to pay CenturyTel almost \$5,500 for 96 RCF Service
3 arrangements in 61 exchanges for the three-month minimum.

4 Mr. Martinez unjustifiably dismisses Socket Internet's preferences and the
5 reasons behind them as "misguided" and essentially conveys the attitude that Socket
6 Internet should just deal with it by taking "appropriate efforts to educate its consumers".
7 That dismissive attitude sounds like Henry Ford's famous quote "People can have the
8 Model T in any color – so long as it's black" and is precisely why customers switch to
9 Socket from CenturyTel and, in some case, are willing to pay more to do that.
10 Additionally, Mr. Martinez's flippant response that Socket Internet should just educate its
11 customers does not address the other issues such as the directory issue, inbound routing
12 issues, or the inappropriate toll charges issue¹ that I cited in my Direct Testimony. Those
13 are real issues and remain totally unaddressed by Mr. Martinez.

¹ Just last week, a Socket Telecom customer who was forced to accept a phone number issued by Socket Telecom when CenturyTel refused to port the customer's existing phone number complained to Socket Telecom that CenturyTel customers in the Keytesville and Brunswick exchanges that placed calls to his business were inappropriately being assessed toll charges. Whether the customers inadvertently dialed "1+" when they did not need to do so (normally, this would trigger an intercept message advising the customer that they did not need to dial "1+") or whether CenturyTel has a toll rating problem associated with Socket Telecom's NPA-NXX codes is still being investigated. Regardless, this is a problem that can occur when callers must use new and unfamiliar NPA-NXX codes.

Similarly, Socket Internet received a complaint from a customer in Willow Springs who called Socket Internet's new number. Socket Internet began using a new number after CenturyTel refused to port Socket Internet's existing number. That person complained of having to call a "Cell Phone Number" and blamed his connection speed on Socket Internet using cell phones and satellites to provide Internet access. His complaint stated that he thought the number was a Cell Phone Number because cell phones in his area used the 417-252 NPA-NXX. Socket Internet's new phone number is one of the thousand blocks in that code. The code holder of that NPA-NXX code is United States Cellular. In addition to United States Cellular, a company called Salmon PCS, LLC Licensee holds two of the 1000 blocks. Also, the 417-252 NPA-NXX code is not shown in the Information Pages of CenturyTel's Willow Springs directory as being within the toll free calling area for the Willow Springs exchange, even though it is. Certainly, CenturyTel's ISP affiliate may enjoy some benefit from having CenturyTel force Socket Internet to use what are misperceived as "Cell Phone Numbers" if it wants to change providers.

1 **Q. Regarding the directory issue, Mr. Martinez vigorously defends CenturyTel's**
2 **directories and its obligations to include CLEC listings in the directories (Martinez,**
3 **Rebuttal, pg. 6 and 7). Do you have a response?**

4 A. As an initial matter, I am really not sure what Mr. Martinez is trying to address. I
5 was not accusing CenturyTel of any errors, misconduct, or intentionally placing barriers
6 on Socket Telecom when citing the fact that Socket Telecom's NPA-NXX codes for the
7 exchanges of St. James and Safe did not appear in the CenturyTel Yellow Pages for St.
8 James, Belle, Bland, Bourbon, Cuba, Leasburg, Safe, and Vichy (Kohly, Direct
9 Testimony, pg. 7). I also was not addressing white page listing of individual customers.

10 Instead, my Direct Testimony was generally addressing the "Calling Instructions"
11 section of CenturyTel's directories that identify the customer's local calling scope. These
12 pages are in the information pages found at the beginning of a directory. CenturyTel's
13 directories generally explain the local (toll-free) calling scope available to customers in
14 an exchange in terms of NPA-NXX codes and the exchanges to which those codes are
15 assigned that may be dialed on seven-digit or toll-free basis.

16 The point that I was conveying in citing to the St. James and Safe directories is
17 that codes recently opened will not appear in the previously published directory.
18 Therefore, customers consulting the directory to determine their calling scope will not
19 realize calls may be placed to the new NPA-NXX codes not listed in the directory on a
20 toll-free basis. I had assumed this is due to timing, not any particular company's fault.
21 For example, when a new NPA-NXX code is opened after the directory is sent to the
22 publisher, it will not be listed in the directory. This will happen in all directories. NPA-
23 NXX codes can also be omitted because the publishers or the entity having the directory

1 published fail to include new codes or non-CenturyTel NPA-NXX codes. Regardless of
2 why, the customer is out-of-luck and will not have a phone number shown as local in the
3 directory and, as a result, may want to take steps to avoid that.

4 If a CenturyTel customer does not want to be out-of-luck, the customer obtaining
5 a new number may be able to do that by asking CenturyTel for a number in another NPA-
6 NXX block. That was certainly an option to me when setting up my own residential
7 account. Choosing my 7-digit phone number from the available, unused numbers was
8 also an option when ordering retail RCF services. As Socket Telecom does not generally
9 have numbering resources in the NPA-NXX code(s) that have historically been used in
10 an exchange or have multiple NPA-NXX codes from which it can assign phone numbers,
11 Socket Telecom's customer may obtain more familiar numbers by ordering RCF service
12 or additional lines from CenturyTel and having them ported to Socket. Socket
13 Telecom's customers, including others besides Socket Internet and other Internet
14 Service Providers, have done this in the past².

15 In taking the attitude that Socket Telecom should publish its own directory if it
16 does not like the lack of accuracy in CenturyTel's directory, Mr. Martinez makes it even
17 more clear that Socket Internet should definitely obtain numbers in NPA-XXX blocks
18 already set out in CenturyTel's directory if it wishes to have phone numbers that are
19 listed as being within the local calling scope for CenturyTel's customers. CenturyTel
20 certainly does not seem concerned about making sure it properly identifies its customers'
21 local calling scopes. Looking at other directories published for CenturyTel, including the

² Kohly Direct, pg. 9.

1 newest directory for the St. James and Safe exchanges that we obtained on July 23, 2007,
2 confirms that local or toll-free calling scopes defined in terms of NPA-NXX codes are
3 not current.

4 **Q. Both Mr. Martinez and Mr. Teasley complain that Socket Telecom's service is a**
5 **multi-channel service. Does CenturyTel offer its own multi-channel Foreign**
6 **Exchange service that competes with the services offered by Socket Telecom?**

7 A. Yes. CenturyTel offers an ISDN-PRI service with an Out-of-Calling Scope option. This
8 service is tariffed in CenturyTel P.S.C. Mo. No. 1, General and Local Exchange Tariff.
9 This service is described in CenturyTel's Tariff as

10 ISDN-PRI Out-of-Calling Scope (OOCs) allows a customer, upon the customer's
11 request, to subscribe to ISDN-PRI service from a central office outside of the
12 local calling scope of the central office from which the customer would normally
13 be provided local exchange access services.³

14 A single ISDN-PRI, including ISDN-PRI Out of Calling Scope, service allows for the
15 simultaneous access, transmission and switching of voice, data and imaging services on
16 23 channels or paths. A single ISDN-PRI will carry 23 simultaneous calls. Multiple
17 ISDN-PRI circuits can be purchased simultaneously. Additional ISDN-PRI's can then
18 carry 24 simultaneous calls. The ISDN-PRI service can also be provisioned as a one-
19 way or two-way service with different prices depending on whether the customer elects
20 one-way or two-way service.

21 **Q. Did CenturyTel witnesses in another proceeding recently testify that CenturyTel did**
22 **not provide any multi-channel FX services?**

³ CenturyTel of Missouri, LLC, P.S.C. Mo. No 1, General and Local Exchange Tariff, Section 7, 1st Revised Sheet 98.

1 A. Yes, CenturyTel's Director of External Affairs, Susan Smith, most recently
2 testified in Case No. TC-2007-0347 that CenturyTel only provided a single-channel or
3 single-line Foreign Exchange services⁴. I do not know whether CenturyTel has any
4 customers that currently subscribe to the service but CenturyTel certainly offers multi-
5 channel foreign exchanges services and has recently had customers of that service. This
6 is the multi-channel service described above. When CenturyTel's ISDN-PRI with Out
7 Of Calling Scope Option service is sold to Internet Service Providers ("ISP"), it can be
8 provisioned as a one-way service and certainly uses more than a single channel. In fact, a
9 former CenturyTel customer that had been purchasing CenturyTel's ISDN-PRI Out of
10 Calling Scope service for its ISP business recently changed from CenturyTel to Socket
11 Telecom's ISDN-PRI service with Out-of-Calling Scope option⁵. Before and after the
12 change, that service has been used for more than a single channel. In addition, Socket
13 Internet has previously subscribed to CenturyTel's terminating only, ISDN-PRI Out of
14 Calling Scope service, and certainly used each PRI for more than a single call path.

15 **Q. Does the fact that ported phone numbers are used with a multi-channel service after**
16 **the numbers are ported constitute a violation of CenturyTel's tariff?**

17 A. As I previously explained, the answer is "No". CenturyTel's tariffs are not
18 applicable to Socket Telecom's services. Mr. Martinez attempts to criticize my
19 statements about CenturyTel's tariff not being applicable to Socket Telecom's service
20 after the numbers are ported⁶. However, his criticism is not on point and meaningless.
21 He simply summarizes my statements about why CenturyTel's tariffs are not applicable,

⁴ Case No. TC-2007-0307, Transcript, pg. 297, line 4.

⁵ TC-2007-0347, Kohly, Direct Testimony, pg. 37.

⁶ Martinez, Rebuttal Testimony, pg. 4.

1 labels my explanation as an “incredible spin” and then repeats his Direct Testimony
2 about CenturyTel losing control of the phone numbers once they are ported. This
3 explains nothing new and I previously explained the flaws in his Direct Testimony on
4 this issue (Kohly, Rebuttal pg. 6 – 8). In short, CenturyTel’s retail tariffs cease being
5 applicable when CenturyTel is no longer the service provider. When a number is ported
6 to another carrier, CenturyTel is no longer the service provider. Finally, with any number
7 port, the Old Service Provider “loses control” of the phone number since the end user is
8 no longer its customer and the number no longer resides in its switch. Mr. Teasley’s
9 and Mr. Martinez’s rants are nothing more than complaints about number portability in
10 general, and are out of step with telecommunications law and reality.

11 **Q. Can a customer change service providers, port their current phone number and**
12 **simultaneously change services?**

13 A. Yes. This was addressed in the FCC’s First Report and Order on Number
14 Portability. In that order, the FCC recognized that its mandate for service provider
15 portability would naturally facilitate a carrier’s willingness and ability to provide service
16 portability. Specifically, the FCC concluded:

17 In fact, our mandate will likely facilitate carriers' ability to provide service
18 portability. Service provider portability will naturally drive the provision of
19 service portability because if a user can receive a different service and keep the
20 same number simply by switching carriers, service providers will have an
21 incentive to offer service portability to keep those customers. Finally, carrier
22 attempts to differentiate their products from those of other carriers will stimulate
23 changes in services by customers, regardless of service portability⁷.

⁷ CC Docket No. 95-116, *In the Matter of Telephone Number Portability*, FIRST REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING, Released: July 2, 1996, ¶ 183.

1 Clearly, the FCC contemplates carriers using service portability to retain existing
2 customers or win customers. Consistent with this, when changing service providers,
3 Socket Internet changes from CenturyTel's RCF service to Socket's ISDN-PRI service.

4 **Q. Do you have a response to Mr. Teasley's assertion regarding the necessity to install**
5 **facilities to eliminate blocking that purportedly occurred between CenturyTel's**
6 **switch in Rockville, MO and its serving tandem in Warrensburg when CenturyTel**
7 **previously ported Socket's Internet's RCF number to Socket Telecom in Rockville,**
8 **MO?**

9 A. Yes. First, augmenting interconnection facilities is something that each carrier is
10 required to do under the interconnection agreement. That is a requirement that is in every
11 agreement Socket Telecom has with other incumbent local exchange carriers and applies
12 equally to both Socket Telecom and the incumbent local exchange carrier.

13 Secondly, beyond citing this example, Mr. Teasley provides no data to support his
14 claims that porting the Rockville numbers caused blockage or that the traffic volumes
15 associated with the ported numbers should have legitimately caused blockage.

16 To investigate Mr. Teasley's statement, Socket Telecom analyzed the traffic
17 exchanged between CenturyTel and Socket Telecom routing between Rockville and
18 Warrensburg. Mr. Teasley notes the numbers were ported in late October 2006. During
19 November 2006, traffic exchanged over this trunk group increased from zero calls at the
20 first of the month to a maximum of seven simultaneous calls in one day. This occurred
21 on November 30, 2006. During December 2006, the traffic continued to gradually
22 increase to a maximum of 11 simultaneous calls in one day, occurring on Christmas Day.
23 Traffic has stayed close to this level since that time with the maximum number of

1 simultaneous calls in a day varying but never exceeding 11 in a day. This hardly
2 represents a monstrous increase in traffic volume that should overload the network;
3 especially for a carrier that claims to use an “Erlang B Trunk Capacity Grade of Service
4 of 0.001”⁸. While I do not dispute that CenturyTel may have needed to add capacity to
5 make its network meet applicable standards, I question why 11 simultaneous calls caused
6 congestion issues in the first place. Secondly, as Socket’s traffic studies show, the traffic
7 gradually increased to 11 simultaneous calls over two consecutive months. CenturyTel
8 should have had ample time to augment the facilities.

9 **Q. Is the need to augment interconnection facilities cited by Mr. Teasley tied to the**
10 **porting of the numbers associated with RCF Service?**

11 **A.** No. As I have stated many times before, this traffic would flow in exactly the
12 same manner whether Socket Internet is permitted to purchase RCF Service and port the
13 number to Socket Telecom or whether Socket Internet obtains a number directly from
14 Socket Telecom⁹. Moreover, traffic would flow in exactly the same manner whether
15 Socket Telecom served Socket Internet via its Foreign Exchange service or whether
16 Socket Telecom used loop facilities to provide service to Socket Internet at a building in
17 the town of Rockville. CenturyTel’s refusal to fulfill Socket Internet’s retail order
18 changes nothing except that it illegally forces Socket Internet to take a phone number that
19 it does not want.

⁸ Case No. TC-2007-341, Rebuttal Testimony of Joye B. Anderson, pg. 5.

⁹ Mr. Teasley testifies that Socket Telecom does not have numbering resources for the Rockville exchange (Teasley, Rebuttal, pg. 3). That is not correct as Socket Telecom holds the 660-781-1K.

1 **Q. Has CenturyTel made any other specific claims of instances where porting a**
2 **number for Socket Internet associated with CenturyTel's RCF service caused**
3 **blockage?**

4 A. No.

5 **Q. Are the traffic volumes for previously ported RCF numbers consistent with what**
6 **Socket Telecom expects to have on the additional numbers being sought?**

7 A. The traffic maximums in terms of simultaneous calls that I have previously
8 reported for three other exchanges where RCF numbers were ported ranged from one to
9 four simultaneous calls. In addition, Rockville experienced of a maximum of eleven
10 simultaneous calls. Based upon information provided by Socket Internet, it is Socket's
11 Telecom's belief that, for these size exchanges, these volumes are indicative of volumes
12 to be expected if the additional RCF numbers are ported. In larger exchanges, the
13 volume may be greater but is still not expected to approach the POI thresholds
14 established by the Commission. Setting aside the disagreement between Socket Telecom
15 and CenturyTel regarding the applicability of the POI thresholds in case of indirect
16 interconnection, even if one assumes those thresholds are applicable, it is still expected
17 that traffic volumes would not approach the POI thresholds for those exchange.

18 **Q. Why are the traffic volumes so low?**
19

20 A. For many consumers living in rural markets, dial-up Internet is the only way they
21 can access information on line. Providing dialup competition to these markets is
22 important to Missouri consumers, even though this will not create significant volume.
23 The markets we are discussing are rural markets with lower population and usually with
24 an embedded Internet provider who has 100% of the market today. As such, Socket

1 Internet will be coming into the market with 0% of the market. It will take time for
2 Socket Internet to market to those consumers who are unhappy with their current
3 provider, and to convince them to give Socket Internet a chance.

4 As a whole, dialup usage has been in decline for several years. In spite of this,
5 Socket Internet feels strongly that consumers should have a choice, since the incumbent
6 monopoly lacks any incentive to improve services for these rural markets.

7 **Q. Why are the volumes expected to stay so low?**

8 A. The areas where Socket Internet is requesting RCF service are generally
9 areas where Socket Internet is providing Internet services for the first time. Dial-
10 up Internet is not a growing business as other alternatives such as DSL, cable
11 modem, and satellite offer better speeds and other conveniences. Overall, dial-up
12 Internet minutes are declining due to more consumers migrating to broadband
13 solutions. In addition to a reduction in users, many of the remaining dial-up users
14 would not be classified as “power users”. Indeed “power users” have moved to
15 a broadband solution. This is due in part because frequent users of the Internet
16 are generally the ones willing to pay extra for other alternatives.

17 In addition, in just about every exchange in Missouri there is at least one other
18 provider already offering dial-up Internet access; generally in the exchanges at
19 issue the only other competitor is CenturyTel’s ISP affiliate. In other words,
20 Socket Internet is a new entrant into a mature and/or declining market. Even
21 taking these factors into account, it needs to be recognized that in areas of
22 Missouri that are lacking alternative means to access the Internet, and for

1 customers that do not want to pay extra for high-speed access, dial-up remains an
2 important tool for accessing the Internet.

3 Rockville represents an exception to the typical new entrant scenario I have
4 described. Socket Internet previously offered Internet Service in Eldorado Springs, MO.
5 Eldorado Springs and Rockville share an EAS route so that customers may place local
6 calls between the two exchanges. For that reason, Socket Internet had an embedded base
7 of customers in Rockville that previously accessed the Internet by dialing an Eldorado
8 Springs numbers. When they realized they could now reach the Internet by dialing a
9 Rockville number, several switched their dial-up number; causing a higher number of
10 simultaneous calls than occurred in Bourbon, Cuba, and Leasburg. That said, this “rush”
11 needs to be kept into perspective. Even with an embedded customer base, the total
12 number of simultaneous calls was eleven; less than ½ of any POI threshold.

13 **Q. Can you comment on the CenturyTel tariff provisions related to having adequate**
14 **facilities at the answering location?**

15 A. One of the reasons cited by CenturyTel when it originally refused to fulfill Socket
16 Internet’s retail orders was a CenturyTel tariff provision requiring the RCF customer to
17 subscribe to sufficient RCF services at the answering location to adequately handle calls
18 without interfering with or impairing any services offered by the Company.¹⁰ I
19 responded by pointing out that the answering location is the location where the calls are
20 answered. Socket Telecom provides Socket Internet’s service at the answering location

¹⁰ CenturyTel P.S.C. Mo. No. 1, Local and General Exchange Tariff, Section 6.B.10. Spectra’s Local and General Exchange tariff has an identical provision.

1 and Socket Internet has sufficient services at the answering location to adequately handle
2 calls.

3 Mr. Martinez's Rebuttal Testimony states this will only be true if Socket Internet
4 maintains its location in the local routing and rating area for which the local telephone
5 numbers are assigned (Martinez, Rebuttal, pg, 8). This statement leads me to believe that
6 Mr. Martinez either fails to understand or to accept the inapplicability of CenturyTel's
7 tariffs or CenturyTel's interconnection obligations.

8 Mr. Martinez's statement that Socket Internet must maintain its location in the
9 local routing and rating area equates to an attempt to dictate that either 1) Socket Internet
10 remain a customer of CenturyTel or 2) if Socket Internet changes services providers, the
11 new service provider must establish a POI in the local calling area for the number in
12 order to maintain the routing within the same local calling area. This would be only way
13 that call routing could remain within the same local calling area.

14 **Q. Can you explain the applicability of the tariffs?**

15 A. Yes. CenturyTel has no issue with Socket Internet's use of RCF Service as long
16 as Socket Internet is a customer of CenturyTel's when the service is governed by
17 CenturyTel's tariff. This is demonstrated by Mr. Martinez's statement that CenturyTel is
18 willing to provide the requested RCF services if Socket Internet agrees to remain a
19 customer of CenturyTel. With that, CenturyTel is not relying upon this tariff provision
20 as an excuse for not fulfilling Socket Internet's retail order during the time when its
21 tariffs would be applicable to the service provided. It is inappropriate for CenturyTel to

1 try to dictate whether a customer may or may not change providers or to condition
2 fulfilling retail orders upon a customer irrevocably committing not to change service
3 providers.

4 As I have previously stated, once Socket Internet changes service providers,
5 CenturyTel's tariffs are obviously no longer applicable. Socket Telecom's tariffs are not
6 applicable to CenturyTel provided services. Likewise, CenturyTel's tariffs are not
7 applicable to Socket Telecom's services. As CenturyTel's retail tariff provision is no
8 longer applicable once the number has been ported, it cannot be relied upon as an excuse
9 for not providing the requested port.

10 **Q. If Mr. Martinez has no issue with Socket Internet's use of the RCF Service while**
11 **CenturyTel's tariffs are applicable, why would CenturyTel refuse to process Socket**
12 **Internet's retail orders.**

13 A. Under the Interconnection Agreement between Socket Telecom and CenturyTel,
14 CenturyTel is obligated to port numbers if a customer, including Socket Internet,
15 purchases RCF service from CenturyTel and wants to change providers to Socket
16 Telecom. This is required in Article VXII: Section 6.2.1. Mr. Voight recognizes this as
17 well¹¹. Because CenturyTel knows they have to port the number if the customer has
18 RCF service, they are refusing to fulfill the retail order to prevent the customer from
19 getting RCF Service in the first place.

¹¹ Voight, Rebuttal, pg. 6

1 **Q. Can you explain the interconnection obligations and how those are related?**

2 A. CenturyTel is obligated to provide the facilities on its side of the Point of
3 Interconnection. Socket Telecom is obligated to provide the facilities on its side of the
4 Point of Interconnection. These obligations exist whether a number is ported or not.
5 Whether numbers are ported or not, traffic will be exchanged at the current Points of
6 Interconnection – Branson, Columbia, or Wentzville (not St. Louis as Mr. Martinez
7 states) in the case of Direct Interconnection. In the case of Indirect Interconnection,
8 traffic will be exchanged between carriers at Points of Interconnection each has with the
9 third party transit provider. This happens whether numbers are ported or customers are
10 assigned a new number from Socket Telecom. This also happens whether loop facilities
11 are provisioned to the customer's building in the same exchange or the customer
12 subscribes to FX service.

13 Where required under the interconnection agreement, Socket Telecom will
14 establish additional Points of Interconnection in additional exchanges as traffic volumes
15 increase based upon the scale adopted by the Commission in last year's arbitration.

16 Mr. Martinez's statement that Socket Telecom would only have sufficient
17 facilities at the answering location if its customers "maintained its location in the local
18 routing and rating for the local telephone numbers were assigned", equates to requiring
19 Socket to establish a Point of Interconnection in each local exchange area. While call
20 rating does not change with these number ports regardless of whether a POI is established
21 or not, the only way call routing would remain in the same local calling area is if Socket
22 Telecom replicates CenturyTel's interoffice network and establishes a POI in each

1 exchange. Any such requirement was specifically rejected by the Commission when the
2 Commission adopted a sliding scale for the establishment of additional POIs in the case
3 of Direct Interconnection in deciding arbitration issues under Section 4.0 of the
4 agreement¹² and when the Commission rejected CenturyTel's proposed language that
5 would have placed conditions and limits on traffic exchanged via Indirect Interconnection
6 when deciding arbitration issues under Section 7.0 Indirect Interconnection of the
7 agreement.¹³ In support of the decision to not require a POI in each exchange and
8 criticizing the POI thresholds established by the Commission as being arbitrary,
9 Commissioner Connie Murray appropriately noted, "Requiring Socket to build a POI
10 exchange-by-exchange could very easily become a barrier to entry in CenturyTel's
11 markets. I am a strong advocate of requiring competitive telecommunications companies
12 to build facilities, but this Commission needs to allow a reasonable basis for initially
13 entering the market until the conditions are adequate to make building facilities cost
14 effective to the competitor¹⁴."

15 Clearly, requiring Socket Telecom to establish a POI for what is expected to be a
16 small amount of traffic is not reasonable and is not required. Instead, CenturyTel needs
17 to begin fulfilling its obligations under the agreement rather than simply saying "No" and
18 forcing Socket Telecom to pursue multiple disputes.¹⁵

¹² Case No. TO-2006-0299, Final Commission Decision, pgs. 15 – 19.

¹³ Case No. TO-2006-0299, Final Commission Decision, pgs. 20 – 23.

¹⁴ TO-2006-0299, CONCURRING OPINION OF COMMISSIONER CONNIE MURRAY,
<http://www.psc.mo.gov/orders/2006/062706299.htm>

¹⁵ In a related matter, Socket Telecom has requested to port numbers for another customer in three exchanges. Socket is providing service to that customer using loop facilities. CenturyTel is refusing to process those port orders on the grounds that it lacks sufficient capacity to carry the traffic to the current POI. CenturyTel has also been

1 **Q. You stated, “Where required under the interconnection agreement, Socket Telecom**
2 **will establish additional Points of Interconnections”. Can you elaborate on that?**

3 Both the Commission’s decision in last year’s arbitration as well as the contract
4 language itself only apply the POI thresholds to cases where there is already a direct
5 connection or a POI established. The contract language that was negotiated between the
6 Parties to implement the Commission’s decision related to the POI thresholds found at
7 Article V, Section 4.1 specifically begins, “When the Parties directly interconnect...”.
8 In addition, Article V, Section 4.3.3 and Section 4.3.4 setting out the POI thresholds and
9 how they are to be applied specifically state, “Socket is required to establish an additional
10 POI...”. In order to establish an additional POI, there must be a direct connection and
11 initial POI in place. Also, the Commission’s Final Arbitration Order specifically rejected
12 CenturyTel’s attempts to place limits or conditions on Socket Telecom’s right to choose
13 to indirectly interconnect or to place capacity limits on traffic that can be exchanged
14 through indirect interconnection.¹⁶ Applying the POI thresholds to indirect
15 interconnection would require Socket Telecom to convert from an indirect
16 interconnection to a direct interconnection based upon specific traffic levels. This
17 equates to applying conditions on a Socket Telecom’s right to choose indirect
18 interconnection. This is entirely inconsistent with the Commission’s Final Arbitration
19 Decision in Case No. TO-2006-0299, which specifically rejected CenturyTel’s attempts
20 to place conditions on Socket’s choice of indirect interconnection on the grounds that

unable to provide any timeline for when capacity will be added and certainly appears to have no process in place for ensuring that it is able to provide the necessary facilities and equipment on its side of the POI. Socket Telecom and the customer have been extremely patient so far but unless this matter is resolved in a timely fashion, Socket believes it will be necessary to invoke the dispute resolution process set forth in our agreement yet again as CenturyTel’s failure to abide by the terms of the ICA are preventing Socket from providing service to its customer.

¹⁶ TO-2006-0299, Final Commission Decision, pages 21-22.

1 such conditions were inconsistent with Section 251(a)(1) of the Telecommunication Act
2 and the Commission previous interpretations of that Section.¹⁷

3 CenturyTel and Spectra have never applied the POI thresholds in the Socket
4 Telecom agreement to indirect connections for end-offices that subtend a Southwestern
5 Bell Telephone L.P. d/b/a AT&T Missouri (“AT&T Missouri”) or Embarq Missouri,
6 LLC tandem. Similarly, since the Commission ruled that CenturyTel and Spectra are
7 separate corporate entities in TO-2006-0299 and Socket Telecom has separate
8 interconnection agreement with CenturyTel of Missouri, LLC and Spectra, the POI
9 thresholds are equally not applicable to indirect interconnections with Spectra via
10 CenturyTel. On the other hand, indirect interconnection involves the POI(s) of a third
11 party carrier and that carrier's agreement with CenturyTel and Spectra would determine
12 whether additional POIs are required.

13 It needs to be remembered that CenturyTel and Spectra sought to be treated as
14 two separate companies and enjoy many benefits from the Commission’s decision to be
15 treated as two separate companies. These benefits include no obligation to provide
16 UNEs, such as EELs, or interconnection facilities at cost-based rates when those facilities
17 would cross company boundaries and having all of the Spectra exchanges with no tandem
18 switches, making efficiently directly connecting with Spectra difficult if not impossible.

19 Being two separate companies also means that Socket Telecom can indirectly
20 interconnect with Spectra. Apparently, that is one consequence of being two separate
21 companies that CenturyTel and Spectra do not like. However, Spectra and CenturyTel

¹⁷ TO-2006-0299, Final Arbitration Order, pg. 22.

1 should not be allowed to have it both ways by picking and choosing when they want to be
2 a single company or two companies based upon which choice benefits them the most at
3 that time. CenturyTel and Spectra need to pick one option or the other and live with their
4 decision.

5 **Q. Does the fact that the POI thresholds do not apply to indirect interconnections mean**
6 **that unlimited amounts of traffic may be exchanged over indirect connections?**

7 A. No. The POI thresholds adopted by the Commission were not intended to apply in lieu
8 of a demonstration of technical infeasibility. CenturyTel still has the option of
9 demonstrating that maintaining a POI is not technically feasible. The Commission's
10 Final Arbitration Order specifically states that the POI thresholds apply, "unless
11 CenturyTel makes a showing that it is technically infeasible to maintain an existing POI
12 based upon specific circumstances". Likewise, CenturyTel would always have the
13 option of demonstrating that a specific indirect interconnection was not or was no longer
14 technically feasible by following the applicable FCC rules. Those rules require more
15 than just saying, "No".

16
17 **Q. Is This The End Of Your Testimony?**

18 A. Yes.