

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

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

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

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

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Case No. TC-2007-0341
Surrebuttal Testimony: R. Matthew Kohly
On Behalf of Socket Telecom, LLC
June 25, 2007

STATE OF Missouri)
)
COUNTY OF Boone) SS.

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,)
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Complainant,)
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v.) **Case No. TC-2007-0341**
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CenturyTel of Missouri, LLC dba)
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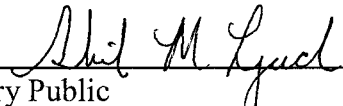
AFFIDAVIT OF R. MATTHEW KOHLY

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

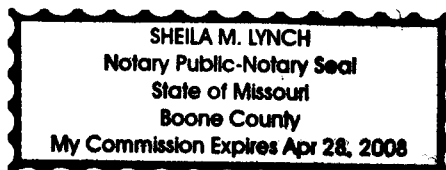
1. My name is R. Matthew Kohly. I am Director – Telecommunications Carrier and Government Relations for Socket Telecom, LLC.
2. Attached hereto and made a part hereof for all purposes is my Surrebuttal Testimony in the above-referenced case.
3. I hereby swear and affirm that my statements contained in 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 25th day of June, 2007.


Notary Public

My Commission Expires:
(SEAL)



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

INTRODUCTION

Q. Please state your name and address.

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

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

A. Yes

Q. How is your testimony organized?

A. Because multiple CenturyTel witnesses addressed the same or similar issues and Staff
Witness William Voight provided an overall summary and response by subject area, my
testimony is organized by subject area.

Response to Location Portability Issues

Q What is your response to other witnesses' statements that the port in question involves location portability?

1 A. I think that the fundamental problem is that the CenturyTel witnesses who addressed
2 location portability and Staff Witness William Voight are looking at the word “location”
3 too imprecisely and out of context. The context needs to be in the telecommunications
4 industry as that relates to local number portability.

5 The word “location” derives its specific meaning from the context in which it is used.
6 CenturyTel’s Witness Harold W. Furchtgott-Roth provides a definition of the word
7 “Location” from <http://dictionary.reference.com/browse/location>.¹ He provides the
8 first three definitions but I think that it is useful to look at all of the definitions found at
9 this site. That definition in its entirety is

- 10 1. a place of settlement, activity, or residence: This town is a good location
11 for a young doctor.
- 12 2. a place or situation occupied: a house in a fine location.
- 13 3. a tract of land of designated situation or limits: a mining location.
- 14 4. Movies. a place outside of the studio that is used for filming a movie,
15 scene, etc.
- 16 5. Computers. any position on a register or memory device capable of storing
17 one machine word.
- 18 6. the act of locating; state of being located.
- 19 7. Civil Law. a letting or renting.
- 20 8. on location, Movies. engaged in filming at a place away from the studio,
21 esp. one that is or is like the setting of the screenplay: on location in
22 Rome.

23 The first definition sets location in the context of being as large as a town while the
24 second definition limits the context of location to being the place where a house sits. The
25 third uses the word location in the context of a tract of land, which it is unclear whether
26 that tract of land for a mine is larger or smaller than a house. Clearly the “location” can
27 be as large or as small as the context that it is used in. For example, the United States is

¹ Rebuttal Testimony of Harold W. Furchtgott-Roth, pg. 8.

1 located in North America while a stove is located in the kitchen. You cannot simply look
2 at the word "location" and derive any meaning without considering the context. Here if
3 the relevant location is an exchange, someone can freely move around the exchange and
4 never change location². Similarly, if the relevant location is a desk drawer, a marble can
5 roll around in that desk drawer and never change location.

6 The fourth, fifth, and seventh definitions are also relevant as they show that
7 location can have a very specific meaning when used in certain fields such as movies,
8 computers, or civil law. In each of these fields, the word "location" has a completely
9 different and specific meaning. Similarly, in the field of telecommunications and relating
10 to call rating between carriers, the word "location" has a very specific meaning. As Staff
11 witness Voight stated, "it is the telephone rate center that forms the basis of legal and
12 regulatory treatment"³. Under Missouri PSC rules related to numbering and number
13 pooling, the term "rate center" is defined as:

14 a geographic location defined by vertical and horizontal coordinates used in
15 applying distance-sensitive toll rates. All telephone numbers in a rate center share
16 the same vertical and horizontal coordinates⁴.

17 These V&H coordinates that define a rate center are used as rating points and serve as the
18 "address" of the rate center. The Socket-CTEL ICA has the following definitions for
19 Rating Point:

² A telephone exchange and exchange area are generally structured around a town or group of towns, are based upon geography and regulation and define the geographic area in which telephone services and prices are the same. See Newton's Telecom Dictionary, definition of Exchange, pg. 367.

³ Rebuttal Testimony of William Voight, pg. 14, lines 7-8.

⁴ See 4 CSR 240-37.010(21) - In my testimony, I am using the term "exchange" as being synonymous with "rate center".

1 “Rating Point” means the vertical and horizontal (“V&H”) coordinates assigned
2 to a Rate Center and associated with a particular telephone number for rating
3 purposes. The Rating Point must in be the same LATA as the Routing Point of
4 the associated NPA-NXX as designated in the LERG, but need not be in the same
5 location as the Routing Point. (Article II, Section 1.103).

6 Every customer with a phone number assigned to a particular exchange or rate center has
7 the exact same V&H coordinates; regardless of where the customer resides. For
8 example, the exchange of Jefferson City has a vertical coordinate of 6963 and a
9 horizontal coordinate of 3782 as shown in the Local Exchange Routing Guide, Table 8.
10 Whether you live on the east side, west side, or have the FX phone service between
11 Jefferson City and Freeburg as described by Staff Witness Mr. Voight⁵, everyone with a
12 phone number assigned to the Jefferson City rate center has the same location as defined
13 by the V&H coordinates of the rate center; which a defined location. These V&H
14 coordinates are used as the rating point.

15 The customer’s physical location, as defined by the rating point (V&H
16 coordinates of the exchange) does not change when the customer’s mailing address or
17 service address changes as long as they customer stays assigned to the same rate center.
18 This is the reason that call rating and call routing are relevant when determining whether
19 a port in question involves “location portability”. When you put the phrase “at the same
20 location” into the appropriate context, porting a number does not constitute location
21 portability if the call rating does not change (i.e. the V&H coordinates do not change).
22 For this reason, the number ports at the center of this dispute do not constitute location

⁵ See Rebuttal Testimony of William Voight, pg. 13.

1 portability since the rating points (i.e. V&H coordinates) for the phone numbers used by
2 the customer do not change.

3 As explained in our direct testimony, this interpretation of the word “location” is
4 the same as that used by the FCC to determine what is not location portability. In
5 determining what is not location portability and what is service provider portability, the
6 FCC concluded;

7 porting from a wireline to a wireless carrier that does not have a point of
8 interconnection or numbering resources in the same rate center as the port number
9 does not, in and of itself, constitute location portability, because the rating of calls
10 to the ported number stays the same⁶.

11 This analysis is on point with this complaint as service provider portability has the same
12 definition as local number portability. Following that, what is not location portability as
13 it relates to service provider portability also is not location portability as it relates to local
14 number portability.

15 **Q. Do you have a response to Susan Smith’s Rebuttal Testimony differentiating porting**
16 **a number within an exchange versus outside of an exchange?**

17 A. CenturyTel’s witness Susan Smith explained that CenturyTel has permitted its
18 customers to move within an exchange and keep their phone number for years and
19 therefore, CenturyTel would process a port if the customer was simultaneously moving
20 within an exchange⁷. I agree that the first part of her sentence is true if the move did not

⁶ Intermodal Order ¶28.

⁷ See Rebuttal Testimony of Susan Smith, pg. 5 stating, “it has been ILEC practice for decades, even prior to the Act to permit customers to keep their number if they moved within an exchange.”

1 involve changing central offices when moving within the exchange. For example, a
2 resident or business relocating from the west side of Columbia to the east side of the
3 Columbia rate center would change central offices. When that happened, the customer
4 was required to either purchase FX service or Remote Call Forward Service in order to
5 retain their current phone number. It was only with the implementation of local number
6 portability that this changed and customers were permitted to keep their phone number
7 when changing central offices within a rate center without buying additional services (FX
8 or RCF).

9 After local number portability was implemented, I would say that CenturyTel
10 (and the rest of industry) ported numbers in this instance (and across central offices
11 located within the same exchange) because it did not involve location portability, as the
12 customer's location, defined by the V&H coordinates, did not change. The fact that a
13 customer's mailing address may change is irrelevant.⁸

14 **Q. What is your response to Harold Furchtgott-Roth's testimony addressing your**
15 **testimony as defining "at the same location" in terms of rates⁹?**

16 **A.** Harold Furchtgott-Roth's testimony in this area is "off-the-mark" as his testimony
17 focuses on customers having the same rates rather than being assigned to the same rate

⁸ I would also add that her statement that, "location porting outside an exchange is prohibited" on page 5 conflicts with the position CenturyTel has taken to date. To date, CenturyTel has acknowledged that it can port and (has ported) numbers to a location outside of an exchange, it simply no longer wants to despite the requirements of applicable law and our interconnection agreement.

⁹ Rebuttal Testimony of Harold Furchtgott-Roth, pg. 16.

1 center. There is a difference between rates and rate centers and I am not suggesting that
2 the same rates equates to the same location. As stated above, a rate center is

3 a geographic location defined by vertical and horizontal coordinates used in
4 applying distance-sensitive toll rates. All telephone numbers in a rate center share
5 the same vertical and horizontal coordinates¹⁰.

6 To paraphrase, I am defining the “the same location” to be “assigned to the same rate
7 centers” which means “assigned to the same geographic location”.

8 That is different than defining “the same location” in terms of “the same rates”
9 and that is not at all what I am suggesting. Even within a rate center, different customers
10 generally pay different rates such as business customers who typically pay a higher rate
11 for basic local exchange service than residential customers. Similarly, different rate
12 centers may have the same rates. The fact that the rate for basic local service is the same
13 in Kansas City and St. Louis does mean those are the same rate centers and I never
14 suggested they were. Harold Furchtgott-Roth’s characterization of my testimony and his
15 comparison to rates to China is not relevant.

16 **Response to Capacity Issues**

17 **Q. Several CenturyTel witnesses cite to capacity issues as the reason individual port**
18 **orders cannot be worked and as the reason the type of ports that Socket is**
19 **requesting should not be worked. Do you have a response?**

¹⁰ See 4 CSR 240-37.010(21)

1 A. Yes. As I stated in my direct testimony and as Mr. Voight¹¹ state in his rebuttal,
2 the capacity issues are unrelated to number porting. Capacity issues do not mean that
3 porting the number is technically infeasible. It simply means that CenturyTel needs to
4 augment the facilities on its side of the POI just as Socket would if there were capacity
5 issues on Socket's side of the POI.

6 In the situations I identify in my direct testimony, the calls are routed in exactly
7 the same manner whether the number is port or the customer takes a new phone number
8 and, in either scenario, CenturyTel is obligated to deliver the traffic to the existing Point
9 of Interconnection.

10 The CenturyTel witnesses addressing this issue are simply regurgitating the same
11 arguments that were raised and addressed in the recent arbitration between CenturyTel
12 and Socket in Case No. TO-2006-0299. In that case, the Commission did give
13 CenturyTel a major concession when it required Socket and CenturyTel to establish
14 additional Points of Interconnection based upon certain traffic thresholds, which include
15 Socket's FX or VNXX traffic. CenturyTel is seeking to minimize the impact of the
16 arbitrated decision by refusing to port numbers in the hope that customers simply will
17 decide not to change service providers. If CenturyTel believes the Commission's
18 decision was wrong, it should have appealed that decision rather than take its dislike of
19 that decision out on customers trying to switch to Socket.

¹¹ Rebuttal Testimony of William Voight, pg. 32.

1 **Q. Is Socket willing to address legitimate capacity issues?**

2 A. Yes. Socket, like CenturyTel, does not want blockage to occur on the network.
3 That said, CenturyTel is obligated to provide the facilities on its side of the POI. As
4 stated in my Direct Testimony, Socket is willing address capacity issues in the following
5 fashion:

6 Upon receipt of Socket's order, CenturyTel should review the order to determine
7 if it raises capacity issues. If there are legitimate capacity issues, CenturyTel
8 should contact Socket with information on the capacity issue and provide a plan
9 and time frame for adding any necessary trunking on its side of the point of
10 interconnection. This should be done promptly within the FOC process. Once the
11 capacity is added, CenturyTel would notify Socket, we would supplement the
12 order, and the port would be completed on the new due date¹².
13

14 Following this process, CenturyTel would be required to augment its facilities that are on
15 its side of the POI. That is what is required under the ICA and it is what CenturyTel is
16 supposed to do; regardless of whether numbers are ported or not. Similarly, Socket
17 would augment its facilities on its side of the POI. Pursuant to Article V, Section
18 11.1.2.5, Socket is willing to agree to direct trunking, where possible, when traffic
19 volumes warrant direct trunking. Socket does this with other carriers with which it
20 interconnects. Agreeing to direct trunking would take the traffic off of the common
21 trunk group and alleviate CenturyTel's stated concerns about blockage on common
22 facilities on the network. However, by definition direct trunking is not possible in the
23 case of indirect interconnection because the companies are not directly connected.

¹² Direct Testimony of R. Matthew Kohly, page 32.

1 Finally, I want to make it clear that agreeing to direct trunking does not change the POI
2 or the financial responsibility each carrier bears for its facilities and trunking on its side
3 of the POI.

4 **Q. Has Socket requested that CenturyTel augment its facilities to add capacity?**

5 **A.** Yes. As shown in Schedule MK-18 attached to my Direct Testimony, I asked
6 CenturyTel when capacity would be added to accommodate the Boss number port, which
7 according to the customer required 6 DS0s. I have yet to receive a response.

8 Similarly with respect to the LaPlata port order identified on page 24 of my Direct
9 Testimony, CenturyTel originally refused to work the port order solely on the basis that it
10 was a geographic port. Socket was able to obtain loop facilities to reach the customer
11 and after demonstrating that it had loop facilities to CenturyTel, CenturyTel then refused
12 to work the port order on the grounds that it did not have sufficient capacity. At that
13 point, I asked when capacity would be added. I have yet to receive a substantive
14 response (A copy of the pertinent email exchange between me and Joey Bales of
15 CenturyTel is attached hereto as Schedule MK-21).

16 **Q. Is augmenting facilities to add trunking capacity something that Socket routinely**
17 **does with other carriers?**

18 **A.** Yes, Socket routinely works with the other carriers that it is interconnected with
19 to properly size trunk groups. This includes augmenting trunking capacity as well as
20 releasing unnecessary trunking capacity.

1 **Q. Have you had a chance to review the traffic study and specific capacity needs**
2 **contained in the Rebuttal Testimony of Susan Smith or Joye Anderson?**

3 A. No. I have not. Those studies were classified as “Highly Confidential” and I
4 have been unable to review them. The only comment that I can make is that the ICA
5 between Socket and CenturyTel requires additional POIs to be established based upon
6 actual traffic exchanged between the Parties, at peak over three-consecutive months.
7 Modeling traffic volumes through the use of the Erlang’s B methodology has the effect of
8 “grossing up” actual traffic volumes. Erlang’s B is not a measure of traffic and therefore
9 it is not appropriate to use for the purpose of determining whether the applicable POI
10 threshold has been met.

11 Erlang’s B methodology is a statistical methodology used in network engineering
12 to determine the number of telephone trunks needed for given volume of traffic and a set
13 blocking criteria. According the Erlang B methodology, twenty-four lines in continuous
14 use for 1 peak hour would require 40 DS0s or individual telephone trunks given the use
15 of a 0.001 grade of service. Changing the methodology for determining whether
16 additional POIs are required to rely upon Erlang B would effectively lower the POI
17 thresholds and overstate the number of additional POIs Socket is required to establish. It
18 is not a measure of traffic exchanged between the parties, at peak over three consecutive
19 months. The thresholds that apply under the ICA are based on actual traffic volumes.
20 Therefore, it is not appropriate to use for the purpose of determining whether the
21 applicable POI threshold has been met.

Response to Interconnection Issues

Q. Ms. Smith asserts “Socket made it clear that it had no intention of installing interconnection trunks in Willow Springs at this time despite having reached the threshold trigger.”¹³ Is that correct?

A. No. First, Ms. Smith is extremely imprecise in her response, which makes her claim to be of no factual value. As it relates to Point of Interconnection, there are thresholds that trigger when an additional POI is to be established. If that is what she is addressing, she is incorrect to claim that trigger thresholds had been reached. At that time, the threshold for Willow Springs had clearly not been met. Therefore, if her claim is that “Socket refused to establish a POI despite having reached the trigger threshold”, she is wrong.

As it relates to installing interconnection trunks in the context of agreeing to installing direct trunking, there are no thresholds that trigger when direct trunking is required to be installed. Instead, it is by mutual agreement. If Ms. Smith is asserting that “Socket made it clear that Socket had no intention of installing direct trunking”, that claim is also false despite the fact that we are under no obligation to do so. I did offer to establish direct trunking just as we do with other LECs in similar situations and even explained installing direct trunking is different than establishing a Point of Interconnection. A Point of Interconnection defines the point where the network

¹³ Rebuttal Testimony of Susan Smith, pg. 16.

1 facilities of each party physically connect. Each Party is responsible for the engineering,
2 maintenance, and expense of the facilities on its side of the POI. Dedicated trunking is a
3 fixed path across those facilities. The Parties could have a POI in Branson with direct
4 trunking that creates a direct path between Socket's equipment in St. Louis to the
5 CenturyTel's end-office in Willow Springs. We would still agree to that today.

6 What I did make clear is that Socket would not establish a POI in Willow Springs
7 until our ICA required us to do so and that we would follow the terms of the ICA in
8 doing so.

9 The first time that CenturyTel "officially" notified that Socket that a POI in
10 Willow Springs was required was on June 21, 2007. In making that request, CenturyTel
11 provided no supporting traffic data to support the assertion that a POI was now required.
12 Socket's Operations group is in the process of analyzing Socket's own traffic data to
13 determine whether we agree that a POI is warranted.

14 **Q. Ms. Smith states that Socket has refused to establish a POI in Ellsinore or Ironton¹⁴.**
15 **Is that correct?**

16 **A.** No. Socket has not refused to establish a POI in Ironton. Ms. Smith also
17 incorrectly stated that the POI threshold is a DS1 for the exchange of Ironton. The POI
18 threshold is well in excess of a single DS1. Even if Socket agreed that the POI thresholds
19 applied to situations where carriers were indirectly interconnected via a third-party,

¹⁴ Rebuttal Testimony Susan Smith, pg. 30.

1 Socket's traffic data shows that Socket and CenturyTel are not even close to exceeding
2 the POI thresholds for the Ironton exchange. Finally, Spectra has not even made a
3 request for Socket to establish a POI in Ironton¹⁵.

4 Socket has reviewed traffic volume of traffic terminating to Socket based upon
5 Socket's measurements for the month of May and determined that the maximum capacity
6 used at any one time was less than a single DS1 for Ironton and each of its remotes within
7 the month of May. To make it clear, these studies were done at the individual office. I
8 am not stating that total traffic for Ironton and all of its remotes is less than one DS1.
9 Thus, Socket is not approaching the POI thresholds in any of these exchanges.

10 **Q. If that is the case, is there a disagreement related to the POI thresholds?**

11 A. There is a disagreement between Spectra and Socket about whether the POI
12 thresholds apply to indirect interconnections and possibly about Socket's ability to
13 indirectly interconnect with Spectra. I am not sure what Spectra's position is on this
14 issue. It is Socket's position that Socket is indirectly interconnected with Spectra via
15 third-party carriers. This would include CenturyTel and AT&T. Each of these
16 companies are separate companies, and therefore, Socket has the right to indirectly
17 interconnect with Spectra via third-party carriers pursuant to Article V, Section 7. It is
18 Socket's positions that the POI thresholds do not apply to indirect interconnections. That
19 is based upon the wording of the interconnection agreement which applies the POI
20 thresholds to the situation, "When the Parties directly interconnect..." I specifically

¹⁵ On June 21, 2007, Spectra provided notice to Socket that it believed Socket was required to establish a POI in three Spectra exchanges – Annapolis, Centerville, and Ellsinore. Socket is still evaluating that request.

1 negotiated this wording into language that implemented the Commission's decision
2 because it is clear that the language about additional points of interconnection can apply
3 only to direct connection where there is an existing POI. CenturyTel/Spectra agreed to
4 this language. Also, the Commission's Final Arbitration Order specifically rejected
5 CenturyTel's attempts to place limits or conditions on Socket's right to choose to
6 indirectly interconnect or to place capacity limits on traffic that can be exchanged
7 through indirect interconnection.¹⁶

8 CenturyTel and Spectra have never applied POI thresholds to indirect connections for
9 end-offices that subtend an Southwestern Bell Telephone L.P. d/b/a AT&T Missouri
10 ("AT&T Missouri") or Embarq Missouri, LLC tandem. Similarly, since the
11 Commission ruled that CenturyTel and Spectra are separate corporate entities in TO-
12 2006-0299 and Socket has separate interconnection agreement with CenturyTel of
13 Missouri, LLC and Spectra, the POI thresholds are equally not applicable to indirect
14 interconnections with Spectra via CenturyTel.

15 **Q. Why would Socket not want to establish a direct point of interconnection with**
16 **Spectra?**

17 A. Socket has interconnected with every other carrier at the tandem level. The
18 tandem is also where most other CLECs initially interconnect. This lets Socket have
19 access to every end office that subtends that Tandem. Also, tandem switches tend to

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

1 have at least one and usually more fiber carriers that Socket can use to reach that tandem.
2 Spectra has artfully created a large local exchange carrier network that does not have a
3 single tandem switch. That is very unusual for a carrier the size of Spectra. Instead,
4 Spectra has end offices that subtend CenturyTel, AT&T and Embarq Missouri, LLC
5 tandems. That makes the likelihood of finding third-party carriers with access into a
6 Spectra end office switch very unlikely. In the absence of a competitive alternative,
7 Socket would have to lease special access circuits from another LEC and from Spectra.
8 The rates for those circuits are not cost-based nor are they competitively priced. If there
9 is an alternate carrier, it will be the only alternate carrier, providing Socket with all of the
10 competitive benefits of a duopoly. In other words, access will be very expensive and
11 generally, the only way to access a Spectra end-office will be through non-cost based
12 special access rates from Spectra because of a lack of competitive alternatives.

13 Combined with this is the fact that Spectra has maintained that its various end-
14 office are not connected to each other.¹⁷ For example, if Socket were to establish an
15 initial POI in Ironton, Spectra could not directly deliver all traffic originating in LATA
16 520 to that initial POI until traffic thresholds in other exchanges were met. Instead,
17 according to Spectra, traffic from exchanges other than those in the Ironton host-remote
18 configuration would have to be routed through AT&T's tandem¹⁸. This would

¹⁷ In the instance of a Host-Remote configuration, the remote switches would be connected to their host switch. However, Spectra has maintained that individual host switches and stand-alone switches are not connected.

¹⁸ In addressing the Ellsinore traffic issues, Ms. Smith asks the question of "...does Socket have a POI on the CenturyTel network to hand off calls originating in Ellsinore and Terminating to Socket". It is Socket's understanding based upon discussions with CenturyTel personnel that a POI on the CenturyTel network (which

1 exacerbate the capacity issues that Spectra is claiming exists on that route today. This
2 same scenario would exist if Socket established an initial POI in a Spectra exchange that
3 subtended a CenturyTel tandem. It is my belief that at that point, Spectra would argue
4 that it is technically infeasible for it to deliver its originating traffic destined for Socket to
5 that POI in Ironton.

6 Socket does have five existing direct connections using one-way trunks in LATA
7 520 that were established under the Parties previous interconnection agreement. The
8 Parties are in disagreement over how to transition these one-way trunking arrangements
9 to fit within the new ICA. While Socket does not agree that these arrangements are POIs
10 established under Article V or that the POI thresholds apply, Socket has provided Spectra
11 and CenturyTel Missouri, LLC with formal notice under Article V, Section 4.3.5 that it
12 wishes to discontinue these arrangements as they are no longer required because of traffic
13 thresholds are below those required for establishing POIs. Neither entity has responded
14 to that request.

15 **Q. Why are you raising these issues?**

16 **A.** I am raising this issue, as I want everyone to be clear that there are disputes in this
17 area and to stop any attempts to disparage Socket for purportedly not following the POI
18 thresholds without the entire story being told. It is important for the Commission to
19 remember that neither CenturyTel or Spectra ever followed the process to establishing
20 POIs until June 21, 2007, have never presented Socket with any traffic data indicating

Socket has in LATA 520) would be unable to exchange traffic with the Spectra exchange of Ironton as Ironton is not "connected" to the CenturyTel network.

1 so CenturyTel could not complain about the name of the service since they use it for their
2 own FX service, it provides a better explanation of what the option accomplishes, and
3 consistent with 4 CSR 240-3.545 identifies the offering as it will be offered to the
4 customer. The service is tariffed as an exchange service. This option is available as
5 either a one-way or two-way service just as CenturyTel's own FX service²¹. In addition
6 to being tariffed, Socket's FX service is consistent with the definitions set forth in the
7 Party's ICA.²²

8 **Q. Do you agree with Harold Furchtgott-Roth that FX services and Remote Call**
9 **Forward Services are forms of private line interexchange contracts?**

10 A. No. These products are exchange services offered out of retail local and general
11 exchange tariffs. As Staff's Witness William Voight points out, CenturyTel's own
12 General and Local Exchange Tariff describe FX services as an exchange service²³. He
13 also points out that AT&T's tariff also defines FX service as an exchange service.²⁴

14 **Q. Does the fact that Socket provides its FX service differently than CenturyTel**
15 **provides its FX service mean that Socket's service is not a "real" FX service as**
16 **Susan Smith alleges?**
17

²¹ The fact that CenturyTel's and Socket's service are both available as one-way service should null the credibility of Susan Smith's claims that Socket service is not a "real" FX service because it is a one-way service.

²² Direct Testimony of R. Matthew Kohly, pgs. 35-36.

²³ Rebuttal Testimony of William Voight, pg. 12, line 11.

²⁴ Ibid.

1 A. No. From the customer's perspective, Socket's service provides the same
2 functionality as CenturyTel's FX services. The fact that they are provided differently
3 does not matter. Most ILECs, including CenturyTel, are generally the first to argue their
4 retail services should be classified as competitive services because competing services
5 such as wireless or VoIP services provided over third-party broadband connections are
6 functionally equivalent to their own service. When asking for competitive classification
7 or lobbying the legislature, I have yet to hear CenturyTel take the position that these
8 types of services are not "legitimate" alternatives because they are provided in a different
9 manner. Certainly, the goal of introducing competition into a market is not simply to
10 exactly replicate the existing services. The goal is to bring new and different services,
11 provided in different manners, and at different prices with different characteristics such
12 as quality, reliability, and functionality in order to give customers a choice.

13 More importantly, CenturyTel is simply trying to relitigate issues previously
14 addressed in the recent arbitration between the two Parties, most likely, in the hope of
15 getting a different result or, at least, minimizing the impact of those decisions by not
16 having to port numbers when a customer changes to Socket. Interconnection and
17 Intercarrier Compensation issues surrounding Socket's FX service were hotly contested
18 and certainly seemed to dominate the overall tone of the arbitration case. In that
19 proceeding, CenturyTel asserted that Socket's FX or VNXX service was an
20 interexchange service subject to access charges, that CenturyTel was not required to

1 interconnect for the exchange of this type of traffic²⁵, that Socket should be required to
2 establish a Point of Interconnection in each exchange prior to offering this service, and so
3 on²⁶. CenturyTel's witness on this subject in this case simply regurgitates these same
4 arguments. These arguments as well as Socket's arguments were given their
5 consideration by the Commission and that case is over. In resolving the issues related to
6 Socket's FX service and VNXX traffic, the Commission imposed bill-and-keep as the
7 intercompany compensation regime and rejected CenturyTel's attempt to require Socket
8 to establish an additional POI in each exchange to carry this type of traffic.²⁷ The
9 Commission did give CenturyTel a major concession when it required Socket and
10 CenturyTel to establish additional POIs based upon certain traffic thresholds, which
11 include Socket's FX or VNXX traffic. This should not be CenturyTel's forum to
12 relitigate those issues.

13 **Q. Do you agree with the definition of FX Service set forth in CenturyTel's Witnesses**
14 **Susan Smith's testimony when she cite a purported "FCC Definition"?²⁸**

15 A. That definition is consistent with the manner in which ILECs have historically
16 provisioned the service. However, that does not mean it is the only way a FX service
17 can be provisioned. That definition was taken from a formal complaint by AT&T
18 Corporation, MCI Telecommunications Corporation, Western Union International, Inc., and

²⁵ Case No. TO-2006-0299, Direct Testimony of Guy Miller, pg. 22

²⁶ Case No. TO-2006-0299, see generally the Direct Testimony and Rebuttal Testimony of Calvin Simshaw.

²⁷ TO-2006-0299, Final Commission Decision, pg. 29.

²⁸ Rebuttal Testimony of Susan Smith, pg. 6.

1 Telecom*USA (acting as interexchange carriers) filed against several local exchange
2 carriers over the applicability of certain access charges.²⁹ The only FX service in question
3 was ILEC-provisioned FX service. As it related to the issue in front of the FCC at that time,
4 it is a correct definition. That does not mean that it is an exclusive definition. Moreover, it
5 is inconsistent with the definition found in the parties' ICA. Certainly, the definition found
6 in the ICA is more relevant than a definition found in an IXC complaint against several
7 ILECs that was resolved in 1998.

8 **Q. On Page 9 of her Direct Testimony, Susan Smith states that Socket should jointly**
9 **provide the FX service just as CenturyTel does with other LECs. Do you have a**
10 **response?**

11 A. That simply is not relevant. Unlike the ILECs that CenturyTel is referring to, Socket
12 competes against CenturyTel for customers. The fact that CenturyTel may jointly provide
13 FX service with AT&T or Embarq does not mean that Socket must provision the service in
14 the exact same manner. Unlike AT&T or Embarq, Socket has an interconnection agreement
15 with CenturyTel that sets forth the rates, terms, and conditions for interconnecting and

²⁹ The defendant LECs were Bell Atlantic - Pennsylvania, Inc., Bell Atlantic - Washington, D.C., Inc., Bell Atlantic - Maryland, Inc., Bell Atlantic - Virginia, Inc., Bell Atlantic - West Virginia, Inc., Bell Atlantic - Delaware, Inc., Bell Atlantic - New Jersey, Inc., Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, Ohio Bell Telephone Company, Wisconsin Bell, Inc., New England Telephone and Telegraph Company, New York Telephone Company, BellSouth Telecommunications, Inc., US West Communications, Inc., The Malheur Telephone Company, El Paso County Telephone Company, Pacific Bell, Nevada Bell, Southwestern Bell Telephone Company, GTE North, Inc., GTE Northwest, Inc., GTE West Coast, Inc., GTE Southwest Inc., GTE Midwest, Inc., GTE Hawaiian Phone Co., Inc., GTE Alaska, Inc., GTE California, Inc., GTE Florida, Inc., Contel of the South, Inc., Contel of the West, Inc., Contel of Minnesota, Inc., Contel of Texas, Inc., Contel System of Missouri, Inc., Kansas State Telephone, Contel of California, Inc., The Micronesian Telecommunications Corp.

1 exchanging traffic pursuant to Section 251. That is very different than two ILECs that co-
2 exist serving different geographic markets rather than competing for customers. Such a
3 comparison is non-sensical. Further, Susan Smith's "analysis" of what numbers AT&T
4 would or would not port for CenturyTel is speculative at best since I am not aware she is
5 authorized to speak on behalf of AT&T nor has she asserted that CenturyTel and AT&T
6 have a history of porting numbers that serves the basis for her speculation.

7 **Q. What about Susan Smith's claim that the Interconnection Agreement between**
8 **CenturyTel and Socket does not include FX Service?**

9 A. Ms. Smith is misstating what is in the ICA. The definition of Foreign Exchange
10 Services is found at Article II, Section 1.46, the definition of Virtual NXX Traffic is found
11 at Article II: Section 1.131, and the compensation regime for VNXX traffic is found at
12 Article V, Section 9.2.3 of the agreement. The definitions of Foreign Exchange Service
13 and Virtual NXX Traffic were ordered to be included in the Agreement as was the
14 compensation mechanism for VNXX Traffic.

15 What is not in the ICA is a compensation mechanism specific to non-VNXX FX
16 Traffic such as that provided by CenturyTel. That was ordered not to be included in the
17 ICA. By default that traffic will be treated as Local Traffic. Because the jurisdiction of the
18 traffic is and always has been determined by the rating points of the NPA-NXXs, that traffic
19 will appear to Socket just like any other Local Traffic and be subject to the compensation
20 mechanism for Local Traffic. Ms. Smith is incorrect in her claims that the jurisdiction of the

1 call is determined by the location of the two end-users.³⁰ If a CenturyTel customer located
2 in Columbia has an FX Service from CenturyTel, which lets that customer obtain the calling
3 scope for Centralia, that customer will have phone number with an NPA-NXX code
4 assigned to the Centralia exchange. Socket will rate calls from that customer to Socket's
5 customers based upon the originating and terminating NPA-NXX as Socket has no way to
6 know what kind of retail service CenturyTel is providing to its own end-users or the address
7 of the end-users served by CenturyTel. Socket and CenturyTel will exchange this traffic in
8 Columbia, as that is the current Point of Interconnection for this LATA. If the call is to a
9 Socket customer in Centralia, Socket will deliver that call from Columbia to Centralia and
10 rate that call as being local to Centralia³¹.

11 I would add that Staff Witness William Voight is in agreement that the jurisdiction
12 of a call is not determined by the address of the end-users as shown by his example of the
13 FX service between Jefferson City and Freeburg.³²

14 **Q. Is Socket providing its FX service services today?**

15 A. Yes. Socket is providing its FX services today in the exchanges served by
16 CenturyTel using Socket's own numbers and, in some case, numbers ported from
17 CenturyTel. Socket also provides that same service in exchanges served by other LECs
18 using both ported and Socket-assigned numbers. Both ISPs and voice customers use
19 these services. To date, no local exchange carrier has filed any complaint with any

³⁰ Rebuttal Testimony of Susan Smith, pg. 11.

³¹ It should be noted that in this case, CenturyTel's FX will not be jointly provide with Socket in this situation.

³² Rebuttal Testimony of William Voight, pg. 13 –14.

1 regulatory agency asserting that Socket is improperly offering its FX service or violating
2 any interconnection agreement in providing its FX service. The fact that Socket is
3 currently offering the service and no one is opposing the fact that it is offering its service
4 should be enough to dismiss CenturyTel's claims that the service is not real or is
5 improper.

6 **LNPA-WG Issues**

7 **Q. Several of CenturyTel's witnesses question why Socket would approach the LNPA-**
8 **WG for its guidance on the issue of whether Socket's number should be ported**
9 **when a customer converts to an FX service when changing providers.**

10
11 A. Simply put and as I clearly stated in my Direct Testimony (page 28), I went to the
12 LNPA-WG to obtain a recommendation from the LNPA working group as to whether the
13 port described constituted geographic or location portability and whether, in its opinion, a
14 LEC is required to port the number in the situation I described. Mr. Penn is correct that
15 the LNPA-WG did agree to take up the issue and it was assigned Problem Identification
16 and Management (PIM) number 60.

17 Based upon my review of other PIMs and discussions with LNPA-WG members,
18 I disagree with Mr. Penn's assertion this is not typical of the issues discussed by the
19 LNPA-WG as they frequently discuss and try to resolve matters of conflict between
20 different members of the industry.

21 The idea of turning to this group for guidance was based upon a similar issue that
22 occurred when another carrier, PAETEC, wanted to port a customer's phone number who

1 was receiving RCF service from their current service provider and wanted to move their
2 service to PAETEC. However, the current service provider refused to permit the
3 customer to port its existing phone number. The LNPA-WG reached a consensus opinion
4 and concluded that,

5 Based on the LNPA's understanding of this issue during the discussion, the
6 consensus in the room was that the customer should be allowed to port their
7 number to PAETEC in this scenario. The rating characteristics of the number are
8 not changing in this case and it was the view of the group that this is not porting
9 across Rate Center boundaries based on the stated plans of PAETEC to serve this
10 customer³³.

11 When arbitrating the issue of whether CenturyTel was going to be required to port
12 numbers associated with Remote Call Forward in the recent arbitration between the
13 Parties, Socket's Witness Steven Turner, who made the original presentation on behalf of
14 PAETEC to the LNPA-WG, used that industry consensus to support Socket's position
15 that numbers associated with Remote Call Forward Service should be permitted to be
16 ported³⁴. If the Commission will recall, CenturyTel was then claiming it was not required
17 to port numbers associated with RCF Service on the grounds that it constituted "location
18 portability". The Commission ultimately dismissed CenturyTel's argument and required
19 CenturyTel to port numbers associated with Remote Call Forward.

20 **Q. In resolving this dispute, is the opinion of the LNPA-WG useful?**

³³ 11-05 Final LNPA Minutes, p. 20.

³⁴ Case No. TO-2006-0299, Petition Of Socket Telecom, LLC For Compulsory Arbitration Of Interconnection Agreements With CenturyTel Of Missouri, LLC And Spectra Communications, LLC Pursuant To Section 252(B)(1) of the Telecommunications Act of 1996, Direct Testimony of Steven Turner pg. 60 – 62, Rebuttal Testimony of Steven Turner, pgs. 56-58.

1 A. Yes. While I certainly realize that the LNPA-WG cannot issue a binding
2 decision, I certainly thought this was a worthwhile exercise, as it would let everyone
3 know what the industry consensus was on ports of this type. I would add that Staff
4 Witness William Voight saw similar value in the LNPA-WG's opinion and agree with his
5 assessment that the LNPA-WG, as part of NANC, represents the closest thing to a
6 definitive standards body that exists for local number portability issues.³⁵

7 If the industry standard is that the number should be ported when a customer
8 converts to an FX service, CenturyTel is required to port numbers under the ICA between
9 the Parties, which requires Socket and CenturyTel to follow industry agreed-upon
10 practices and industry guidelines (See Article XII, Section 3.2.1 and Article XII, Section
11 6.4.4.).

12 **Q. Did you inaccurately describe the specific scenarios to the LNPA-WG as Michael**
13 **Penn asserts³⁶?**

14 A. No. The presentation that I put together that was attached to my Direct
15 Testimony as Schedule MK-17 makes it extremely clear that the customer's service
16 location was changing when the customer obtained the FX service. I framed the entire
17 issue in the form of a question. That question was

18 Is a LEC obligated to port a customer's number if the customer's existing service
19 is being replaced by a service that includes an Out-Of-Calling Scope (FX or

³⁵ Rebuttal Testimony of William Voight, pg. 24

³⁶ Rebuttal Testimony of Michael Penn, pg. 7

1 Remote Call Forward) component resulting in a change in service location but not
2 change to call rating/routing or calling scope?

3 That presentation relied upon five scenarios to illustrate the issue. The first three
4 scenarios show the customer's service location to be within the Willow Springs
5 (WLSPMOXA) exchange. These scenarios are

6 Scenario 1: Call Routing/Rating Scenario where Customer is served by ILEC

7
8 Scenario 2: Call Routing/Rating Scenario where Customer is served by Socket
9 via a Socket issued number and Socket provided Loop facilities to WLSPMOXA

10
11 Scenario 3: Call Routing/Rating Scenario where Customer is served by Socket
12 via a ported number and Socket provided Loop facilities to WLSPMOXA

13
14 Each of these scenarios shows the customer's service location to be within the
15 boundaries of the WLSPMOXA exchange. The remaining scenarios addressing the FX
16 service show the customer's service location to be outside of the exchange

17 Scenario 4: Call Routing/Rating Scenario where Customer is served by Socket
18 issued number and Socket provides service via a Foreign Exchange Service.

19
20 Scenario 5: Call Routing/Rating Scenario where Customer is served by a ported
21 number and Socket provides the service via Foreign Exchange service.

22 Given this, I fail to see how anyone could credibly claim that I omitted the fact that the
23 customer's service location was changing. Why else would the customer want to convert
24 to an FX service?

25 If Michael Penn were differentiating the customer's physical location as defined
26 by the customer's street address from the customer's service location, then I would say
27 that the customer's street address would not change as a result of the number port.
28 Currently, the customer has a street address in Willow Springs, MO. Immediately upon
29 porting the customer's phone number, that street address will not change as the customer

1 will still be occupying and paying for its space in Willow Springs, MO. After the port,
2 the customer may or may not maintain the same presence in Willow Springs. As is clear
3 from the issue statement and diagrams, calls to the number that was ported will not be
4 delivered to the Willow Springs exchange after the port, but will still be rated and routed
5 from the originating carrier as if they were.

6 **Q. Did the LNPA-WG reach a consensus on the issue presented by Socket?**

7 A. Yes. On the May 12th call, the issue was discussed again. This discussion focused on
8 the criteria that must be met before a LEC should port the customer's phone number.
9 The group did reach a consensus that Socket's port request should be worked given these
10 agreed-upon caveats.

- 11 1. The Socket customer would like to receive calls to their Willow Springs
12 number(s) at a location of theirs that is physically outside of the Willow Springs
13 Rate Center.
- 14 2. The customer understands that these numbers must continue to be rated as Willow
15 Springs numbers and does not want them to take on the rating characteristics of
16 the Rate Center of their new location.
- 17 3. Socket already serves the Willow Springs Rate Center out of the same switch to
18 which they want to port this customer's Willow Springs number(s).
- 19 4. The Socket switch that already serves the Willow Springs Rate Center has an
20 existing POI at the ILEC's tandem over which calls to Willow Springs-rated
21 numbers are routed. If this customer's Willow Springs number(s) are ported into
22 the Socket switch, they would be routed over the same POI, and then Socket
23 would deliver the calls to the customer's premise that is located outside of the
24 Willow Springs Rate Center.
- 25 5. Socket has a tariffed Foreign Exchange (FX) service that would cover this
26 situation. Calls to and from customers located in the Willow Springs exchange
27 and the customer served by Socket will be routed exactly the same whether
28 Socket assigns the customer a phone number from its 1K block of Willow Springs

1 numbers or whether Socket ports the numbers. This customer will be served out
2 of the Socket FX tariff.

3 6. The LSR submitted by Socket reflects the customer's original service location as
4 recorded by the Old SP.

5 With these caveats, the LNPA-WG concluded that Socket's number port order should be
6 worked. The May minutes are still being developed. However, the May Action Items are
7 available and are attached as Schedule MK-22. This document shows that the LNPA-
8 WG did reach consensus when the listed caveats are met.

9 Socket meets each of these caveats when porting a numbering involving its FX
10 service. At this point, it is fair to say that the industry, through individual company
11 representatives that work regularly on number portability issues, has agreed that Socket's
12 number port orders should be worked.

13 Going beyond this PIM as it relates only to Socket, the LNPA-WG group
14 discussed placing this issue, along with the caveats, in the LNPA-WG Best Practices
15 Document. The LNPA-WG Best Practices Document is a document that sets forth the
16 recommended or preferred practices for carriers to follow when porting numbers. It is
17 non-binding. According to the Local Number Portability Administration,

18 The members of the LNPA have created a "Best Practices" document for
19 porting between and within telephony carriers. This document is NOT a
20 mandate, but rather a gentleman's agreement on porting between
21 carriers."³⁷

22 The discussion of whether to include this in the Best Practices document and whether the
23 FX-related criteria should specifically reference being technologically-neutral is to be

³⁷ <http://www.npac.com/cmas/LNPA/index.htm>

1 finalized at the next meeting, which is tentatively scheduled for July 10, 2007; the day
2 before our hearing in this case.

3 **Q. Can you briefly address each of these caveats and explain how it is relevant to the**
4 **current dispute?**

5 A. Yes. The first two caveats are very straight-forward. The first states that the
6 Socket customer would like to receive calls to their Willow Springs number at a service
7 location of theirs that is physically outside of the Willow Springs Rate Center. The
8 second is that the customer understands that these numbers must continue to be rated as
9 Willow Springs numbers and does not want them to take on the rating characteristics of
10 the Rate Center of their new service location³⁸. I do not believe there is any dispute over
11 these two items (See Direct Testimony of R. Matthew Kohly, pg. 37 for the discussion on
12 the move of the service location from Willow Springs and the discussion of the call rating
13 for the ported numbers to be remain the same) .

14 The third criterion is similarly straightforward as far as Socket is concerned. It
15 states that Socket already serves the Willow Springs Rate Center out of the same switch
16 to which they want to port this customer's Willow Springs number(s). Socket has a
17 switch that currently has NPA-NXX codes assigned to the Willow Springs exchange
18 loaded into it and is routing calls based upon those codes for a customer (See Direct

³⁸ I would point out that, contrary to Michael Penn's claim that I omitted the fact that customer was changing locations, the fact that the second bullet discusses the customer's new location is makes it clear that the LNPA-WG realized the customer's service location was changing

1 Testimony of R. Matthew Kohly, pg. 38). After porting the customer's phone number,
2 Socket will continue to serve the customer out of the same switch.

3 The fourth criteria is related to the parties' current Point of Interconnection and
4 states

5 The Socket switch that already serves the Willow Springs Rate Center has an
6 existing POI at the ILEC's tandem over which calls to Willow Springs-rated
7 numbers are routed. If this customer's Willow Springs number(s) are ported into
8 the Socket switch, they would be routed over the same POI, and then Socket
9 would deliver the calls to the customer's premise that is located outside of the
10 Willow Springs Rate Center.

11 The fact that Socket meets this criterion should not be in dispute either. The
12 current POI between CenturyTel and Socket is located in Branson. Calls rated to the
13 Willow Springs exchange are exchanged between Socket and CenturyTel through this
14 POI. If the customer's number is ported, CenturyTel and Socket will exchange traffic for
15 that ported number through this POI and Socket will deliver calls to its customer at a
16 service location outside of the Willow Spring exchange. I outlined each of these facts in
17 my Direct Testimony (see pgs. 39-40). These facts remain undisputed as CenturyTel's
18 witness merely argued they were not relevant (Rebuttal Testimony of Susan Smith, pg.
19 11, Rebuttal Testimony of Harold. W. Furchtgott-Roth, pg. 16) but did not dispute them.

20 The fifth caveat is likely to be contentious because of the dispute over Socket's
21 FX service. This criteria states, "Socket has a tariffed Foreign Exchange (FX) service
22 that would cover this situation. Calls to and from customers located in the Willow
23 Springs exchange and the customer served by Socket will be routed exactly the same
24 whether Socket assigns the customer a phone number from its 1K block of Willow

1 Springs numbers or whether Socket ports the numbers. This customer will be served out
2 of the Socket FX tariff.”

3 The dispute over this criterion can readily be dismissed. On the June 12th LNPA-
4 WG conference call, CenturyTel’s Witness Michael Penn asked the question to the
5 LNPA-WG of whether the FX arrangement referred to in this caveat was restricted to the
6 traditional FX services generally provided by ILECs through private lines. The
7 conclusion from the group was that the FX service referenced in the criterion was not so
8 limited and included both the hard FX (the type provided by ILECs using a private line)
9 and a soft FX (the type typically provided by CLECs) for purposes of reaching consensus
10 of Socket’s PIM.

11 In an attempt to head off future disputes over this, I suggested specifically adding
12 language that made it clear that the FX arrangement was “technology neutral.” That will
13 be discussed at the meeting in July when the group continues its discussion regarding
14 placing this criteria in the LNPA-WG Best Practices Document.

15 The last criterion related to the Local Service Request, which is the form used by
16 Socket to request number ports. The criteria states, “The LSR submitted by Socket
17 reflects the customer’s original service location as recorded by the Old SP”. Old SP
18 refers to “Old Service Provider”, which in this case is CenturyTel.

19 This is necessary so that the Old SP can validate the order by comparing the
20 customer address on the LSR to the customer address reflected in the Old SP’s internal
21 records. If the customer’s address on the LSR does not match the service address of the
22 customer as reflected in the Old SP’s internal records, the order will be rejected for not

1 being a valid order. This is true whether the LSR involves a customer changing service
2 location or not. Socket includes the customer's original service location on the order
3 when placing a port order.

4 Based upon these facts, it is my opinion to a reasonable degree of certainty that
5 Socket's port orders meet the criteria agreed upon by the LNPA-WG and therefore, it
6 would be that the LNPA-WG's consensus that Socket's number port orders should be
7 completed.

8 Willow Springs Number Port Issues

9 **Q. Ms. Smith asserts that Socket failed to abide by mandated LNP provisioning rules**
10 **when processing the Willow Springs number ports. Do you have a response?**

11 A. That is not true. As I stated in my Direct Testimony, Socket worked the order on
12 its end on the due date and prior to having any knowledge that CenturyTel would not
13 work the order. In fact it was only after testing showed there were problems with local
14 call routing and after Socket had contacted CenturyTel to determine why the port had not
15 been completed properly, that Socket learned that CenturyTel would not port the number.
16 Consistent with my Direct Testimony, Susan Smith does acknowledge that CenturyTel
17 even reported to Socket that the port was "Completed" indicating the order has been
18 completed and all services are working.³⁹

19 Susan Smith does not refute these facts, but instead, sets these facts aside and
20 creates a hypothetical situation in an effort to shift the focus away from the undisputed

³⁹ Rebuttal Testimony of Susan Smith, pg. 16.

1 facts by concluding, “if the number was activated with a LRN and Socket knew that
2 CenturyTel did not provision the switch for the proper routing, such actions confirm that
3 Socket failed to abide by mandated LNP provisioning rules”.⁴⁰ Clearly, rather than
4 address the facts alleged in Direct Testimony, her Rebuttal Testimony draws conclusions
5 based upon hypotheticals in attempt to disparage Socket and shift the focus away from
6 CenturyTel’s actions. Her conclusion should be ignored.

7 **Q. Susan Smith’s testimony indicates the Parties conducted settlement negotiations**
8 **concerning the dispute over Willow Springs. Do you agree with the assessment?**

9 A. As I have already communicated to her after the filing of her Rebuttal Testimony,
10 I did not view those as formal settlement negotiations intended to settle a formal dispute
11 and certainly would not have intentionally made formal settlement negotiations public.

12 I viewed the conversation that was supposed to occur as an operational call and
13 was prepared to discuss CenturyTel’s need to augment capacity on its side of the POI
14 and the schedule for doing that; just like I would view calls discussing similar
15 interconnection issues with other carriers. Instead, I was informed of the “location
16 porting” issue, CenturyTel’s refusal to port numbers based upon this new reason rather
17 than the original capacity issues, and very much felt coerced when it was explained that
18 this could all go away if Socket would agree to new and different POI thresholds.

⁴⁰ Rebuttal Testimony of Susan Smith, pg. 16.

1 **Issues Related to Clarence Outage**

2 **Q. In addressing the outage in Clarence that you raised in your Direct Testimony,**
3 **Susan Smith concludes “we are unaware of what may have caused any problems**
4 **with this customer, but do not believe they in any way due to anything done by**
5 **CenturyTel”⁴¹. Do you have a response?**

6 **A.** The customer did report an outage to Socket as I stated in my Direct Testimony
7 and initially blamed Socket for that outage. That remains undisputed. The fact that Ms.
8 Smith acknowledges that CenturyTel received multiple trouble tickets on the number
9 indicates that the trouble was reported to CenturyTel. Because the outage occurred near
10 the time the number was originally supposed to be ported to Socket, the customer blamed
11 Socket despite the fact that Socket had absolutely nothing to do with the customer’s
12 service as Socket was not serving the customer and had no ability to affect the customer’s
13 telecommunications services. I find Ms. Smith’s conclusion that she is sure the problems
14 were not caused by CenturyTel’s actions to be unpersuasive when she also states
15 CenturyTel is “unaware of what may have caused any problems”.⁴²

16 **Q. Regarding the discussion surrounding CenturyTel’s recently imposed requirement**
17 **that Socket demonstrate it had facilities or numbering resources in an exchange**
18 **before CenturyTel would agree to port Socket’s numbers, do you agree with her**

⁴¹ Rebuttal Testimony of Susan Smith, pg.

⁴² Rebuttal Testimony of Susan Smith, pg. 27.

1 **assessment of that policy and the conversation that took place as “discussion of**
2 **carrier compliance with the FCC rules.”⁴³**

3 A. No. I do not agree with that characterization. CenturyTel is unable to point to
4 even a single FCC rule as the basis for that new policy. Instead, CenturyTel’s sole basis
5 for this policy was a single sentence on the FCC’s Intermodal Number Portability Order
6 stating, “Under the guidelines developed by the NANC, porting between LECs was
7 limited to carriers with facilities or numbering resources in the same rate center to
8 accommodate technical limitations associated with the proper rating of wireline calls.
9 [footnote omitted]”⁴⁴. This single sentence is a summary and generalization of NANC
10 guidelines.

11 It is still my opinion that this was and is a new and unannounced policy from
12 CenturyTel that was implemented solely in an attempt to stop or, at least, delay fulfilling
13 Socket’s number port orders. It was implemented strictly based upon a legal position
14 and not based on technical needs and done so abruptly that CenturyTel immediately
15 stopped working pending orders and rejected other orders with no advance notice. These
16 types of “carrier enforcement” actions highlight the danger in letting CenturyTel be able
17 to manipulate its own obligations and impose obligations on other carriers under the
18 guise of “applicable law” and cites to external sources beyond the Interconnection
19 Agreement.

⁴³ Rebuttal Testimony of Susan Smith, pg. 22.

⁴⁴ FCC, Memorandum Opinion and Order and Further Notice of Proposed Rulemaking, CC Docket 95-116, released Nov. 10, 2003.

1 Regardless, the PSC Staff agrees that CenturyTel should not be permitted to
2 unilaterally impose such a requirement on another carrier.⁴⁵ I obviously agree with that
3 conclusion.

4 **Overall Porting Issues and Current Status**

5 **Q. Can you summarize the status of number porting between Socket and CenturyTel?**

6 **A.** Staff Witness Voight pretty well sums it up when he says, “At this time, the Staff
7 is convinced that number porting between CenturyTel and Socket is on the verge of
8 collapse” and he urges each party to engage in a business relationship in good faith. In
9 support of this, he points to disagreements about the Firm Order Confirmation process,
10 the process for challenging ports, as well as correspondence that has been going on
11 between CenturyTel and Socket related to other number ports and other issues.

12 I would have to agree with his assessment at this point. Unfortunately, I think it
13 will take some external force or a change in ideology to make things get better. The
14 substance of CenturyTel’s responses certainly sends the message that CenturyTel just is
15 not listening and has no interest in resolving the operational issues. In addition,
16 CenturyTel appears unwilling to abide by the terms of the interconnection agreement that
17 it does not like. Until these circumstances change, I am concerned these disputes will
18 continue and new disputes will arise as “new layers of the onion” are exposed and need to
19 be addressed.

⁴⁵ Rebuttal Testimony of William Voight, pg. 25.

1 **Q. Can you explain?**

2 **A.** Yes. Focusing on the issue of the Firm Order Confirmation and the determination
3 of whether adequate facilities exist, I pointed out in my direct testimony that the
4 definition of Firm Order Confirmation related to number portability that is provided in
5 “CenturyTel’s Process Flow: Number Port Order Request Process” provided in
6 CenturyTel’s reference documents states that Firm Order Confirmation will be returned
7 once facility information is determined.⁴⁶ Rather than address the facilities issues
8 directly, their witness countered with different, less-relevant definitions of a Firm Order
9 Confirmation that do not state facilities information has been determined as part of the
10 FOC. Susan Smith responds with definition found in CenturyTel’s Service Guide, which
11 pertains to FOCs for all Local Service Requests⁴⁷. That same Service Guide provides a
12 description of the business processes CLEC are supposed to follow but provides those
13 instructions with a caveat as follows:

14 This section provides a high-level overview of the following core process areas within
15 CenturyTel: Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, Billing,
16 Collocation, and Local Number Portability Ordering. Since the overviews are not
17 detailed, references and links are provided referencing more specific process
18 information.⁴⁸

19
20 It also provides a description of the LSR ordering process, which is the order process
21 used to place number port orders, but places a caveat on that description as well that says,
22 “The Ordering process may differ depending on whether the requested service/product is

⁴⁶ Direct Testimony of R. Matthew Kohly, pg. 12.

⁴⁷ Rebuttal Testimony of Susan Smith, pg. 13,

⁴⁸ CenturyTel Service Guide, <http://www.centurytel.com/WholesaleServices/docs/CenturyTelServiceGuide.pdf>, pg. 21.

1 Simple, Complex, or an Unbundled Network Element (UNE).”⁴⁹ This certainly suggests
2 the descriptions in the Service Guide are not the final word about specific order types.
3 Instead, it says the CLEC should consult the specific ordering process for accurate
4 information, which is exactly what I did.

5 Even worse, Michael Penn counters by citing to Newton Telecom Dictionary’s
6 definition of a Firm Order Confirmation and pointing out that it says nothing about
7 facility availability.⁵⁰ While Newton Telecom Dictionary’s definition is a definition
8 from a credible source, I would think that the most appropriate definition is the one that is
9 most relevant, which should be the CenturyTel definition found in their documentation of
10 the ordering process for local number portability rather than one in a dictionary.

11 From an operational standpoint if CenturyTel is going to deny port orders on the
12 grounds that there are not sufficient facilities available to port the customer’s numbers, it
13 seems obvious that the necessary thing to do is to confirm to the availability of facilities
14 up front – just as their own documentation suggests⁵¹. Instead of accepting the fact that
15 CenturyTel’s relevant documentation states they will do this as part of the port FOC
16 process and recognizing that, operationally, it makes the most sense as it would seem less
17 disruptive to determine whether or not facilities exist if a port is going to be either
18 worked or denied based upon the outcome of that determination, their witnesses just point
19 to different definitions and say they do not have to check facilities until the due date. The

⁴⁹ Ibid., pg. 26.

⁵⁰ Rebuttal Testimony of Michael Penn, pg. 12.

⁵¹ No other carrier has denied a number port request of Socket’s on the grounds that it lacked the capacity to process the port order.

1 result is that Socket is left with a crapshoot about whether or not facilities exist and will
2 not know the answer possibly until the due date. I have even asked if CenturyTel would
3 check the facilities if we allowed a longer provisioning interval or submitted the orders
4 with a later due date and was told “no” since the due drives the tasks. Unfortunately, the
5 due date is not the time to tell a customer their port will be delayed or not worked; unless,
6 of course, you are the current provider and really do not want the order worked since it
7 means you will lose a customer.

8 In a similar vein, my Direct Testimony says that the Parties are required to follow
9 the NPAC process for challenging number ports.⁵² That statement is based upon my
10 review of the Inter-Service Provider LNP Operations Flows created by the North
11 American Numbering Counsel that were attached to my Direct Testimony as Schedule 4,
12 the fact that our Interconnection Agreement requires the parties to follow industry
13 standards and guidelines, and my understanding that this represented the industry
14 standards and guidelines, and the fact we have not agreed to an alternate process for
15 challenging ports. CenturyTel’s Witness Michael Penn counters that these procedures are
16 optional, in his opinion, “if the parties are involved in communication about the order
17 status”⁵³ (emphasis added). While I do not agree with his assessment that following
18 NANC’s LNP Operations Flows are optional, it should be readily apparent from reading
19 my Direct Testimony that the parties were not involved in communication about the order
20 status. Given that the parties involved are not in contact, it is undisputed that CenturyTel

⁵² Direct Testimony of R. Matthew Kohly, pg. 13.

⁵³ Rebuttal Testimony of Michael Penn, pg. 11.

1 should have been following the process at NPAC, which requires port orders to be
2 challenged by noon on business day before the Due Date. Likewise, if the parties are
3 involved in communications about the order status, it only follows that challenging in
4 port in a side process should also take place by noon on business day before the Due Date
5 at the latest.

6 **Q. Do you agree with Mr. Penn's description that due date on a FOC is tentative**
7 **because, "the industry recognizes that situations can and do occur which require**
8 **pushing the tentative due date out⁵⁴,"?**

9 A. I agree that the original due date can change. However, changes arising from the
10 carrier porting the number out should be limited to enforceable events. The definition of
11 Firm Order Confirmation found in Newton's Telecom Dictionary that Mr. Penn cited
12 provides a very pertinent discussion of the due date and the FOC process and states:

13 For most practical applications, the Due Date from the FOC is "firm", but not
14 always set in stone. For instances in between when the FOC is issued and the
15 Due Date, a backhoe cuts the fiber in the ground or a rainstorm floods the
16 basement of an office building. The due date is going to change. Therefore the
17 date is no longer firm.⁵⁵

18 The ports where CenturyTel changed the due date after the FOC has been issued because
19 of a lack of facilities cannot be attributable to "unforeseeable" occurrences. Instead,
20 these due dates are missed or changed because CenturyTel did not verify facilities as its
21 own process indicates that it should.

⁵⁴ Rebuttal Testimony of Michael Penn, pg. 11.

⁵⁵ Newton's Telecom Dictionary, Updated and Expanded Dictionary, pg. 398 cited by William Penn, Rebuttal Testimony, pg. 10.

1 **Q. Mr. Voight references recent correspondence between Socket and CenturyTel**
2 **related to number porting. Can you provide some more detail on that?**

3 A. Yes. On May 15, Socket's CEO, George Pfenenger, sent a letter to Susan Smith
4 at CenturyTel, to inform her of upcoming number ports. Members of the PSC Staff were
5 copied on that correspondence and the subsequent exchange. (A copy of the letter is
6 included in Schedule MK-23 attached hereto).

7 **Q. What was the purpose of that correspondence and what subsequently happened?**

8 A. The purpose of this correspondence was to inform Susan Smith of several
9 upcoming number ports in four exchanges in southern Missouri and that Socket had
10 obtained loop facilities so there should be no disputes over geographic issues and to give
11 CenturyTel time to address any capacity issues⁵⁶. That letter identified the customer and
12 the four exchanges. After an initial exchange of correspondence, Socket submitted a test
13 port order for the Houston exchange to ensure that orders would indeed be processed.
14 That first order was initially denied on the grounds that all active products on the account
15 were not addressed. Socket addressed those and resubmitted the order. CenturyTel
16 denied the order on the grounds that it was a geographic port based upon instructions
17 from Carrier Relations. On May 23rd, the customer informed Socket that CenturyTel
18 employees had contacted him to ask about their switching to Socket. In those
19 discussions with the customer, the customer was asked about services in the Houston

⁵⁶ In order to be able to serve the customer while the complaint was pending, Socket obtained loop facilities from a third-party. It is a fairly unique circumstance that Socket was able to obtain loop facilities in these rural markets. The fact that Socket tried to work within CenturyTel's geographic port objections should not, in any way, be seen as proof that Socket can easily work around these issues by obtaining loop facilities and, therefore, it is not critical that this complaint be resolved expeditiously.

1 exchanges as well other exchanges identified in the May 15th letter. One of the
2 CenturyTel employees also discussed the number port with the customer; even indicating
3 that he thought the port order would not be worked by CenturyTel. It is also my
4 understanding that CenturyTel made numerous contacts with the customer to ask for
5 more information.

6 On May 24, 2007, George Pfenenger sent another letter to Susan Smith to find out
7 why port orders for this customer were being denied and to raise this issue of why
8 CenturyTel employees were contacting the customer asking about services to be provided
9 by Socket. Under the Parties ICA, contacts of this type are not permitted as orders and
10 information related to orders are considered "Confidential Information". Access to
11 Confidential Information is restricted to authorized people with a need to know that
12 Confidential Information for purposes of fulfilling work or services performed under the
13 Interconnection Agreement (Article III, Section 14). (A copy of Mr. Pfenenger's May
14 24, 2007 letter is included in Schedule MK-23).

15 In a June 1st response, Susan Smith defended CenturyTel's contacts with the
16 customer on the grounds that the CenturyTel employees who contacted the customer
17 were not sales personnel but were CenturyTel technicians who contacted the customer to
18 discuss capacity issues. She also indicated that the customer "voluntarily" revealed more
19 facts about this port, which would not be considered Confidential Information.
20 According to her letter, the FCC has clarified that receipt of information from a third
21 party source or indirect means does not violate any competitive confidentiality
22 obligations. (A copy of Smith's response is included in Schedule MK-23).

1 **Q. Do you agree with her defense of those contacts?**

2 A. No. I believe the contact was completely inappropriate. First, CenturyTel has
3 denied numerous number port orders and cited a lack of capacity as the reason. In doing
4 so, CenturyTel presumably did a capacity assessment and did so without ever contacting
5 the customer to our knowledge. I find it doubtful that there was suddenly a need to
6 contact the customer to make a capacity assessment in this instance. If there were
7 questions about other services and capacity issues, those should have been directed to
8 Socket instead of the customer as has been process routinely followed. For example,
9 CenturyTel denied the original order on the grounds that Socket failed to address all
10 active products on the account demonstrating that CenturyTel knew it should have
11 contacted Socket about other active products.

12 Moreover, the CenturyTel employees asked about sites other than those related
13 the number port such as the customer's facilities in another exchange, Licking. Secondly,
14 based upon the customer's e-mail to Socket, the CenturyTel employee discussed the
15 number port and the fact that CenturyTel "may not let the port happen" with the
16 customer. That is obviously not related to capacity issues. For these reason, I believe
17 CenturyTel contacted the customer to conduct a fishing expedition, as well as possibly an
18 attempt to "save" the customer, which is absolutely inappropriate but shows how far they
19 are willing to go to stop Socket from being able to port a customer's number. The text of
20 the e-mail is set forth in Mr. Pfenenger's May 24, 2007 letter (Included in Schedule MK-
21 23).

1 **Q. Has Socket been told what it must do in order for CenturyTel to not deny a port on**
2 **the grounds that it is a “geographic port”?**

3 A. Yes. In Susan Smith’s June 1st letter to George Pfenenger (Schedule MK-23),
4 Susan Smith stated, “the port request will not be rejected if there is certification that the
5 physical termination point for the ported telecommunications service will not be
6 moving”. This conflicted with her sworn Rebuttal Testimony previously filed in this
7 case, which the contained the question, “WOULD CENTURYTEL ACCEPT A
8 LOCATION PORTING ORDER FROM SOCKET IF THE CUSTOMER WAS
9 SIMULTANEOUSLY MOVING WITHIN AN EXCHANGE?” to which she answered
10 “Yes”⁵⁷.

11 In response, George Pfenenger sent another letter (included in Schedule MK-23)
12 that, among other things, asked for clarification of this apparent conflict. He received no
13 response to that letter and I was asked to follow up. Based upon that conversation with
14 Susan Smith, I was told that in order for a port order to be worked by CenturyTel, Socket
15 must state something to the effect of “Socket certifies the physical termination point for
16 the ported telecommunications service will not be moving”⁵⁸. She said that CenturyTel
17 will interpret “not be moving” to mean “not be moving outside the exchange.”

18 **Q. How will Socket try to serve the customer?**

⁵⁷ Rebuttal Testimony of Susan Smith, pg. 5.

⁵⁸ This is complete non-sensical “certification” since it is the “number” rather than “service” that is ported. However, exploiting the fact their certification statement makes no sense will only cause them to change their policy.

1 A. Because of CenturyTel's prior refusals to port numbers for "geographic port"
2 issues, Socket obtained loop facilities in these exchanges and is in the process of
3 installing equipment in these exchanges. Once that is done, we will follow the
4 "Certification" process described previously. This entire "Certification" process is only
5 to get CenturyTel to work the port order and is not no way related to Socket's legal
6 ability to service the customer.

7 I will not be surprised if Socket is next told that CenturyTel does not have
8 facilities and denies these orders on those grounds. This is what I mean by "new layers
9 of the onion". As we work through the "need for numbering resources in an exchange
10 prior to CenturyTel porting numbers" followed by "geographic port" issues, I am afraid
11 unresolved capacities issues will be the next source of disputes if that matter is not settled
12 in the complaint as well as the location portability issues.

13 **Q. Is CenturyTel's "certification" process set forth in the ICA?**

14 **A.** No.

15 **Q. Was this policy ever conveyed to Socket prior to the June 1st letter.**

16 **A.** No. However, on May 9, 2007, CenturyTel required Socket to follow a similar
17 confirmation process. I was required to follow a similar process in the Macon exchange

1 where Socket obtained loop facilities to reach a customer.⁵⁹ As part of that process, I had
2 to certify that the customer was not "relocating" and the number would remain in Macon.

3 This same process would also have been used for LaPlata but CenturyTel
4 subsequently cited a lack of facilities as a reason for denying the port after originally
5 denying the port only for "geographic" reasons. Based upon the denial for only
6 geographic reasons, Socket obtained loop facilities to serve the customer only to find out
7 those were useless since CenturyTel still would not complete the port.

8 **Q. Absent Commission action, what is likely to continue to happen with number port**
9 **orders that CenturyTel believes constitute location portability?**

10 A. Unless the Commission takes action, I have every reason to believe that
11 CenturyTel will continue refusing to port these numbers and it seems likely CenturyTel
12 will keep changing its "certification" process, which forces Socket to continue to jump
13 through unnecessary hoops. As Socket jumps through one set of hoops, new ones will be
14 added. These "hoops" do nothing to address CenturyTel's stated concern about network
15 congestion.

16 In most outlying areas of the state, Socket will not be able to obtain loop facilities
17 to serve customers in their exchange and, thus, will be unable to port customer phone

⁵⁹ As part of this "certification" process, CenturyTel actually dispatched an employee(s) to look in the customer's NID to find loop facilities. When CenturyTel did not find the loop facilities, they denied the order. Upon contacting CenturyTel to find out why the order had been denied, I had to explain that Socket was using dedicated capacity on a fixed, microwave link to reach the customer premise to serve the customer, which could be verified by the tower on the customer location. I do not know if they went back to look at the tower or not. More importantly, Socket should not be required to explain to its competitor how it will serve the customer as a condition of getting its number ported.

1 number in order to provide service if forced to “certify” that “the physical termination
2 point for the ported telecommunications service will not be moving”. In those areas,
3 customers who have paid their LNP surcharges to CenturyTel will be forced to change
4 phone numbers as a condition of changing to Socket rather than port their phone number.

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

7 A. - order CenturyTel to fulfill the specific number port orders described in my
8 testimony and similar future orders, without any special certification from Socket beyond
9 ICA requirements;

10 - confirm that capacity issues are not grounds for denial of number port
11 orders, but rather are specific matters to be resolved prior to a port order due date in
12 accordance with the parties' ICA;

13 - if the Commission desires to conserve number resources, confirm that
14 Socket does not need to have an assigned block of numbers in order to port a number.

15 **Q. Does this conclude your surrebuttal testimony?**

16 A. Yes.