

Exhibit No.:

Issue(s): Article XIII: OSS; Article XV:
Performance Measurements

Witness: Maxine Laird Moreau

Type of Exhibit: Rebuttal Testimony

Sponsoring Party: CenturyTel of Missouri,
LLC and Spectra Communications Group,
LLC d/b/a CenturyTel

Case No.: TO-2006-0299

Date Testimony Prepared: April 6, 2006

REBUTTAL TESTIMONY

OF

MAXINE LAIRD MOREAU

ON BEHALF OF

**CENTURYTEL OF MISSOURI, LLC AND SPECTRA
COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

CASE NO. TO-2006-0299

Denotes Proprietary Information

NP

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

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)

CASE NO. TO-2006-0299

STATE OF LOUISIANA

PARISH OF OUACHITA

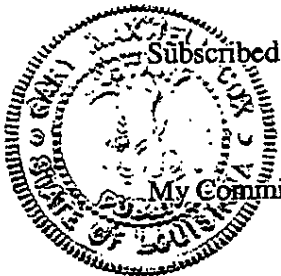
AFFIDAVIT OF MAXINE L. MOREAU

I, Maxine L. Moreau, of lawful age and being duly sworn, state:

1. My name is Maxine L. Moreau I am presently Vice President of Operations of CenturyTel Service Group, LLC.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Maxine L. Moreau
Maxine L. Moreau

Subscribed and sworn to before this 6 day of April, 2006.



My Commission expires: AT DEATH

Gary Maxwell Cox
Notary Public

Gary Maxwell Cox
Louisiana Bar Roll No. 27419
Notary Public, Ouachita Parish, Louisiana
My Commission is for Life
016079.00010:95773002

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1 **REBUTTAL TESTIMONY OF**
2 **MAXINE LAIRD MOREAU**

3 **ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA**
4 **COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

5 **Q. PLEASE STATE YOUR NAME.**

6 A. My name is Maxine Laird Moreau.

7 **Q. ARE YOU THE SAME MAXINE LAIRD MOREAU WHO FILED DIRECT**
8 **TESTIMONY IN THIS PROCEEDING?**

9 A. Yes.

10 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

11 A. My rebuttal testimony is filed on behalf of CenturyTel of Missouri, LLC and Spectra
12 Communications Group, LLC., which I collectively refer to hereinafter jointly as
13 “CenturyTel.”

14 My rebuttal testimony is intended to rebut many of the unclear, vague or
15 inaccurate allegations of the three (3) Socket Operations Support Systems (“OSS”)
16 witnesses that argue that a “real-time automated electronic interface” to CenturyTel’s
17 OSS must be imposed upon CenturyTel within nine (9) months of the effective date of
18 the new Interconnection Agreement (“ICA”).

19 My rebuttal testimony can be broken down into three main sections. First, I
20 outline Socket’s direct testimony in support of their proposed electronic OSS and rebut
21 their assertions that real time electronic access to OSS is essential or a “legal right.”
22 Second, I illustrate that Socket’s proposed Article XIII – OSS is unreasonable and will be

1 tremendously expensive for CenturyTel and future CLECs in CenturyTel's service areas.
2 Next, I explain why CenturyTel's OSS proposal is a reasonable, legally compliant and
3 efficient system in light of CenturyTel's unique position as a rural incumbent LEC.

4 Also, before I explain why CenturyTel's OSS is reasonable, I will have to take the
5 time to address the assertion made by Socket that CenturyTel made no OSS proposal.
6 While it is true that until today CenturyTel has not provided competing language to
7 Socket's proposed Article XIII, it is very misleading for the Socket witnesses to fail to
8 mention that CenturyTel's OSS proposals are contained within each particular article that
9 provides or utilizes OSS. Contrary to Socket's claim to the effect that CenturyTel has
10 "just said 'no'" to Socket's proposed Access to OSS Article XIII, CenturyTel has
11 provided a great deal of detailed access-to-OSS language. For instance, CenturyTel's
12 OSS proposal pertaining to CenturyTel's resold services can be found in Article VI –
13 Resale. The same principle holds true for many of the Articles. Ironically, much of this
14 language is actually *agreed*.

15 To address this confusion Socket created, CenturyTel decided to further clarify its
16 OSS counterproposal by developing its own version of Article XIII, which is attached
17 hereto as Schedule Moreau Reb. 1. CenturyTel has endeavored to create a
18 counterproposal that does several things. While CenturyTel's Article XIII does not
19 provide for the "real-time interface" that Socket demands, it does provide operational
20 detail that should make Socket more comfortable that access to OSS will be provided

1 more consistently with its expectations—even if some of those expectations are beyond
2 what Socket can require

3 First, Section 4.0 of CenturyTel’s Article XIII highlights that there are binding
4 OSS proposals within the Interconnection Agreement (“ICA”). Section 4.0, shows where
5 OSS can be found in the ICA, and it explains exactly how the ICA articles pertaining to
6 OSS should be read in harmony with the guidelines laid out in CenturyTel’s proposed
7 Article XIII.

8 Second, CenturyTel’s Article XIII contains guidelines that more accurately define
9 the sort of OSS that CenturyTel offers. For instance, there are licensing agreement
10 considerations that are more appropriate for CenturyTel’s OSS than those within Socket’s
11 proposal.

12 Third, CenturyTel’s proposed Article XIII clearly defines service parity and
13 standards in Section 2.0.

14 Finally, Sections 7, 8, 9 and 14 outline usage and access to OSS to ensure that
15 these systems are lawfully used and carrier information and CPNI is properly protected.

16 In essence, the proposed Article XIII is a comprehensive article for access to
17 CenturyTel’s OSS that defines how the individual OSS portions of the ICA should be
18 read together.

19 CenturyTel offers this Article XIII in order to more artfully address the
20 distinctions between CenturyTel’s OSS and those of the SBC/AT&T-style OSS proposed
21 by Socket. Because of CenturyTel’s distinct position as a rural LEC, it has crafted

1 Article XIII to provide the Commission with a working document that is better suited to
2 CenturyTel than Socket's proposal.

3 Moreover, CenturyTel's Articles XIII and XV, including a complete schedule of
4 agreed Provisioning Intervals, represent a two-part solution that will provide an enhanced
5 level of OSS services to Socket and the other CLECs in CenturyTel's service areas at
6 reasonable rates. In other words, CenturyTel's proposed Articles XIII and XV work in
7 harmony to provide contractual reliability for access to OSS, but avoid the tremendous
8 expense for automated electronic systems that the RBOCs have been investing in over
9 many years (and thereafter collecting the cost of implementation from their CLEC
10 customers). Before moving on, it is important to think about a few simple questions:

11 Why should CenturyTel be forced to build SBC/AT&T-style OSS systems when
12 CenturyTel does not have the same SBC/AT&T level of CLEC demand?

13 Why should CenturyTel be forced to finance large OSS costs when it is already
14 providing services to Socket at parity with itself?

15 Why should CenturyTel be forced to rearrange all of its internal operations in
16 order to provide super-parity services to a CLEC with such small order volumes, and who
17 cannot or will not provide forecasted demand, much less forecasted demand increases?

18 Is it reasonable for CenturyTel to offer enhanced manual OSS offerings and
19 Performance Measurements and Intervals via its proposed Articles XIII and XV in order
20 to avoid an SBC/AT&T level of costs, when the potential for recovery of the cost is so
21 low?

1 CenturyTel compiled the attached counterproposal to Socket's Article XIII in
2 order to provide a clear reference to each Article in the ICA that contains CenturyTel's
3 proposed OSS provisions. Although CenturyTel believes that it makes sense to have the
4 particular OSS procedures applicable to each issue contained within the appropriate
5 article, this counter proposal should serve to end some of the confusion Socket has
6 propagated in its Direct case. At the same time, our proposed Article XIII does not
7 supersede the OSS-related provisions of other Articles.

8 A key theme of my rebuttal testimony is to not only show that CenturyTel's
9 access to OSS is reasonable because it provides services to Socket at parity, but also to
10 explain that CenturyTel's proposed Article XV – Performance Measurements provides
11 clear benchmarks that will ensure that all services provided to Socket will be at parity
12 with CenturyTel, and, where there are no retail analogue services, the defined
13 Benchmarks will give a reasonable and clearly defined interval. *See* Moreau Schedule D,
14 attached to my Direct Testimony. Importantly, CenturyTel has offered to implement
15 these Performance Measurements for review of performance and monthly discussions
16 with Socket on how both parties can enhance performance under this Agreement, despite
17 the fact that Socket has very low order volumes that do not rise to the typical level or
18 volume that would ordinarily trigger the institution of Performance Measurements.

19 For instance, in the existing Interconnection Agreement ("ICA") with Socket, the
20 Performance Measurements are triggered after Socket places 150 orders per month for
21 three consecutive months. Socket has never met that threshold (nor even come close),

1 but to verify that CenturyTel is committed to meeting an acceptable standard, it has
2 agreed to meet the commitments defined in our proposed Article XV, including the
3 agreed provisioning intervals and the proposed Performance Measurements, for Socket.
4 When CenturyTel's proposed OSS provisions, set forth within the various ICA articles
5 and within its proposed Article XIII, are read in conjunction with the agreed Provisioning
6 Intervals and its proposed Performance Measurements (Article XV), CenturyTel's
7 approach is shown to be the most reasonable under the circumstances. It is also clearly
8 the most efficient solution under the circumstances. Finally, although the Performance
9 Measurements in Article XV are very comprehensive, CenturyTel has agreed to meet
10 monthly with Socket if there are any disputed issues that arise at the stage of
11 implementation.

12 **Q. COULD YOU BRIEFLY SUMMARIZE YOUR DIRECT TESTIMONY?**

13 A. My direct testimony, together with the direct testimony of Carla Wilkes, Pam Hankins
14 and Ted Hankins, provides CenturyTel's response to Socket's proposed Article XIII
15 (Access to OSS). My direct testimony also provides a very detailed response and counter
16 proposal to Socket's proposed Article XV (Performance Measurements). CenturyTel's
17 proposed Article XV, including the agreed Provisioning Intervals, definitively ensures
18 that CenturyTel will provide access to OSS to Socket at parity for services where
19 CenturyTel provides similar services. Where CenturyTel has no retail analogue services
20 for which to compare, Article XV has provided clearly defined intervals that Socket has
21 accepted.

1 In my direct testimony, I express my opinion, which is based upon more than
2 twenty-two (22) years of telecommunications and Information Technology (“IT”) work,
3 that imposing an SBC/AT&T-Missouri-style electronic access to OSS upon CenturyTel is
4 improper, unnecessary, and uneconomic because CenturyTel can handle CLEC orders
5 efficiently with its existing automated and manual systems or with systems enhanced to
6 address specific issues identified in the context of the negotiations leading up to this
7 Arbitration.

8 On the other hand, building the system Socket demands would impose in the first
9 instance a tremendous economic and technical burden upon CenturyTel. Then, because
10 this Commission must simultaneously implement a mechanism by the means of which we
11 can recover our costs from the CLEC community, there will be a significant economic
12 burden placed upon CLECs. Also, I point out that CenturyTel has considered developing
13 electronic access to OSS on several occasions, but the low CLEC order volumes make
14 this an irrational business decision—both for us and for the CLEC community.

15 Besides showing that the imposition of electronic access to OSS being unrealistic,
16 my direct testimony provides two other compelling reasons why CenturyTel should not
17 be ordered to implement what Socket has demanded. First, my direct testimony¹ shows
18 that CenturyTel’s current access to OSS and underlying systems—although manual in
19 some respects—provides service to Socket Telecom at “parity” with the service
20 CenturyTel provides itself in serving its own retail end user customers, particularly

¹ The Direct Testimony of Pam Hankins addresses the intervals.

1 within the framework of the agreed Provisioning Intervals. Although Socket would
2 ignore the distinction, it repeatedly compares CenturyTel's OSS and access with that
3 provided by AT&T/SBC, Sprint, and Verizon, as if CenturyTel could only comply with
4 its lawful obligations as an incumbent local exchange carrier ("incumbent LEC") by
5 deploying to Socket's proposed standard. This is an incorrect view of CenturyTel's
6 obligations under the federal Telecommunications Act of 1996 (the "FTA").

7 Second, in conjunction with Dr. Bill Avera and Ted Hankins' direct testimony,
8 my direct testimony raises the issue that CenturyTel is predominantly a rural incumbent
9 LEC that experiences very low CLEC order volumes, particularly when compared to
10 AT&T/SBC. Ted Hankins' testimony points out that the low CLEC order volume will
11 make the additive to non-recurring charges attributable to electronic access to OSS for
12 CLECs very high if CenturyTel must build to Socket's specifications, rather than simply
13 meeting our obligations in the most efficient and practical manner in light of
14 CenturyTel's market conditions. Together, this shows that Socket's electronic OSS
15 proposal is simply unreasonable, and it highlights that another, more reasonable, solution
16 is needed.

17 In my rebuttal testimony, I will explain why CenturyTel's proposals for Access to
18 OSS and Performance Measurements, together with agreed Provisioning Intervals,
19 constitute the most reasonable approach for access to OSS because CenturyTel's
20 proposals contemplate a completely lawful, but more realistic, efficient, and economic
21 access to OSS in CenturyTel's service areas.

1 **Q. HOW IS YOUR REBUTTAL TESTIMONY ARRANGED AND WHAT ISSUES**
2 **DO YOU ADDRESS IN YOUR REBUTTAL TESTIMONY?**

3 A. In my rebuttal testimony, I will explain why CenturyTel's proposals for OSS and
4 Performance Measurements are reasonable, and I will, additionally, address and rebut
5 portions of the direct testimony of Socket Telecom's OSS and Performance
6 Measurements witnesses, Kurt Bruemmer,² Matt Kohly,³ and Stephen E. Turner.⁴

7 My rebuttal testimony analyzes Socket's four (4) main arguments used to support
8 its position on Access to OSS and Performance Measurements. First, I set forth the four
9 (4) main positions of Messrs. Bruemmer, Kohly and Turner. Second, I critique these
10 positions and show that Socket, at times, asks that CenturyTel be held to the wrong
11 standard or, at other times, mischaracterizes CenturyTel's legal or Commission
12 requirements. Third, I employ the correct standard, what I refer to as "parity" (not the
13 access to OSS procedures of AT&T/SBC, Verizon, or Sprint) – to show that
14 CenturyTel's current access to OSS is sufficient and appropriate. Fourth, I illustrate the
15 great expense and difficulty connected with building the electronic access to OSS that
16 Socket demands. This last portion of my testimony should be read in conjunction with
17 testimony from Carla Wilkes, Ted Hankins, and Pam Hankins. Ultimately, CenturyTel's
18 testimony on access to OSS and Performance Measurements work together to show that
19 neither the FTA nor current CenturyTel market conditions justify the sort of electronic
20 access to OSS that Socket proposes.

² Direct Testimony of Kurt Bruemmer, Article XIII – OSS, at 10-18.

³ Direct Testimony of R. Matthew Kohly at 3-22, 41-47, 48-54, 100-103 and 109-end.

⁴ Direct Testimony of Stephen E. Turner at 1-30 and 47-end.

I.
ARTICLE XIII JOINT ISSUE STATEMENT (OSS)

**SHOULD THE AGREEMENT CONTAIN AN ARTICLE ADDRESSING
OPERATIONS SUPPORT SYSTEMS ISSUES?**

Q. HAS CENTURYTEL MADE ANY OSS PROPOSALS TO SOCKET?

A. Yes, at the outset, please see the Joint Decision Point List, Article III—General Provisions, Article V – Interconnection, Article VI – Resale, Article VII – Unbundled Network Elements, Article VIII – Ordering and Provisioning Unbundled Network Elements, Article IX – Maintenance, Article XII – White Pages, Article XV – Performance Measurements and Provisioning Intervals, Article XVIII – xDSL. Also, please see CenturyTel’s proposed Article XIII, which is attached hereto as Moreau Schedule Reb. 1, which clarifies CenturyTel’s OSS offer in light of Socket’s incorrect claim that CenturyTel made no OSS proposal.

**Q. WHAT DOES SOCKET’S DIRECT TESTIMONY SAY TO SUPPORT ITS REAL
TIME ELECTRONIC INTERFACE TO OSS PROPOSAL?**

A. Socket makes four (4) main arguments it claims support its position that CenturyTel should be ordered to build and deploy an AT&T/SBC-style electronic access to OSS. First, Socket repeatedly accuses CenturyTel of shirking its responsibilities that stem from Commission Orders related to CenturyTel’s acquisition of its Missouri properties. In essence, Socket argues incorrectly that, during CenturyTel of Missouri, LLC’s

1 acquisition of certain Verizon assets, CenturyTel committed to develop the real time
2 electronic OSS that Socket has proposed.⁵

3 Second, Socket argues wrongly that a “real time electronic interface” for access to
4 OSS is “essential” and discusses this subject as if there is no approach to the deployment
5 of access to OSS that is lawful, except an approach conforming to its proposal. Socket
6 suggests that neither an OSS nor access to OSS composed of both automated and manual
7 systems is permitted under the FTA. Specifically, Mr. Turner incorrectly concludes that
8 Socket has a legal right to the real time, electronic access to OSS it demands, implying
9 that CenturyTel’s systems are unlawful if they include any aspect of manual access.
10 Additionally, although he fails to identify, much less to apply, the FCC’s standards for
11 access to OSS, Mr. Bruemmer’s direct testimony discusses his idea of “parity” and
12 implies that without electronic access to OSS CenturyTel and Socket cannot ever be in
13 “parity.”⁶ . Finally, at page 30, Mr. Turner states that electronic OSS is “essential,” and
14 concludes his OSS testimony by stating, “CenturyTel cannot be permitted to continue
15 operating in Missouri without establishing an electronic interface between itself and the
16 interconnecting CLECs.”

17 Third, Socket blindly disregards the large costs of building a real time electronic
18 access to OSS and argues that the increased efficiencies and improved accuracy of
19 electronic access to OSS is enough to justify its OSS demands.⁷

⁵ Bruemmer Direct at 10:15 – 11:5; pages 15 – 17; Turner Direct, 28:22 – 29:20.

⁶ Bruemmer Direct at 12 – 13, 15.

⁷ Kohly Direct at 100.

1 Fourth, Socket argues that its OSS proposal is reasonable simply because it is
2 based on the AT&T/SBC-Missouri arbitration precedent. Socket, however, ignores the
3 dramatic differences between the economies—or lack of economies—of scope that
4 CenturyTel possesses in comparison to AT&T/SBC. Admittedly, Socket does note,
5 “Some changes were made to [its Article XIII to] reflect differences between
6 CenturyTel’s operations and those of SBC Missouri.”⁸ However, Mr. Bruemmer does
7 not note the specific differences or their importance, and Socket’s Article XIII reflects a
8 failure to recognize that Socket is not entitled to have CenturyTel build a new OSS for it,
9 but must provide lawful access to the OSS it already has. Mr. Turner makes the same
10 mistake, noting that Socket modified the terms and conditions of AT&T/SBC’s OSS
11 language to reflect differences between CenturyTel’s operations and those of AT&T/SBC
12 Missouri.⁹

13 **Q. HOW DO YOU RESPOND TO THE FOUR MAIN REASONS THAT SOCKET**
14 **USES AS JUSTIFICATION THAT CENTURYTEL SHOULD BE REQUIRED TO**
15 **BUILD AND DEPLOY AT&T/SBC-STYLE ELECTRONIC ACCESS TO OSS?**

16 A. Socket’s OSS witnesses mischaracterize CenturyTel’s obligations. Socket’s OSS
17 witnesses contend incorrectly that: (1) electronic access to OSS is a Commission
18 requirement stemming from the Missouri Acquisitions; (2) electronic access to OSS is an
19 obligation stemming from Section 29 of the GTE/AT&T ICA; (3) electronic access to
20 OSS is a FTA “legal requirement”; and (4) parity cannot be achieved with manual (or
21 partially manual) access to OSS.

⁸ Bruemmer Direct at 13:16-17.

⁹ Turner Direct at 29-30

1 For the assertion that electronic OSS was a Commission requirement, the Socket
2 witnesses, on several occasions, use a strained interpretation of Ken Matzdorf's
3 testimony in the record giving rise to the CenturyTel Acquisition Order. Specifically,
4 Socket relies upon the words "web-based solution," in Mr. Matzdorf's testimony for the
5 proposition that CenturyTel committed to implement Socket's proposed electronic access
6 to OSS. Specifically, Mr. Turner states, in pertinent part:

7 CenturyTel had committed to this Commission to make web-based
8 electronic interfaces available to the CLECs long before now. It has failed
9 to meet that commitment . . . CenturyTel cannot be permitted to continue
10 operating in Missouri without establishing an electronic interface between
11 itself and interconnecting CLECs.

12 Quite to the contrary of what Mr. Turner argues, Mr. Matzdorf's testimony,
13 particularly when taken in conjunction with a reading of the pertinent Orders and the
14 evidence we have presented, demonstrates that CenturyTel has fulfilled its OSS
15 commitments stemming from the Missouri acquisition.

16 First, CenturyTel has fulfilled all of its requirements imposed under the terms of
17 the Report and Order approving the CenturyTel of Missouri, LLC acquisition of certain
18 GTE Midwest, Inc., d/b/a Verizon Midwest assets.¹⁰ Carla Wilkes will also testify that

¹⁰ See *In the Matter of the Joint Application of GTE Midwest Incorporated, d/b/a Verizon Midwest, and CenturyTel of Missouri, LLC, for Authority to Transfer and Acquire Part of Verizon Midwest's Franchise, Facilities or System Located in the State of Missouri, etc.*, Case No. TM-2002-232, Report and Order (May 21, 2002) ("CenturyTel Acquisition Order"). See also *In the Matter of the Joint Application of GTE Midwest Incorporated and Spectra Communications Group, LLC, for Authority to Transfer and Acquire Part of GTE Midwest Incorporated's Franchise, Facilities or System Located in the State of Missouri, etc.*, Case No. TM-2000-0182, Report and Order (April 4, 2000) (the "Spectra Communications Group Acquisition Order").

1 CenturyTel deployed the exact “web-based solution”¹¹ to which the record giving rise to
2 the CenturyTel Acquisition Order refers and that neither CenturyTel nor the Commission
3 described the intended access to consist of the sort of electronic access to OSS that
4 Socket now proposes. Carla Wilkes will also testify that CenturyTel meant exactly what
5 it said and has implemented exactly what it promised.

6 Moreover, it is clear from a reading of the Nonunanimous Stipulation and
7 Agreement giving rise to the CenturyTel Acquisition Order in Case No. TM-2002-232
8 filed and approved by the Missouri Public Service Commission in March of 2002, that
9 CenturyTel has met its commitments. The Nonunanimous Stipulation and Agreement
10 clearly states that the parties understand that CenturyTel will process service orders
11 differently from Verizon and simply contemplates an Internet based e-mail service
12 ordering system. Under Section 6, Conditions, B. Interconnection agreements, the
13 Nonunanimous Stipulation and Agreement states the following:

14 CenturyTel will enter into agreements which have the same rates, terms
15 and conditions as those agreements previously negotiated with Verizon.
16 These agreements will be substantially similar to the current agreement
17 with Verizon with only technical differences to reflect the way CenturyTel
18 interfaces with the CLEC.

19 Under the same Section 6. Conditions, B. Interconnection agreements, the Nonunanimous
20 Stipulation and Agreement also states the following:

21 CenturyTel shall perform all obligations set forth in such interconnection
22 agreements except for functions, services or elements that CenturyTel is
23 technically incapable of providing. In any proceeding concerning the

¹¹ Direct Testimony of Kenneth M. Matzdorff o.b.o. CenturyTel of Missouri, LLC, Feb. 21, 2002, pp. 15 – 16, cited by Direct Testimony of Steven E. Turner, page 29.

1 technical infeasibility or unreasonableness of a particular provision of the
2 Interconnection Agreement, the burden is on CenturyTel to prove such
3 assertion. Notwithstanding the forgoing, *CLECs understand and agree*
4 *that the method used by CenturyTel to process service orders will be*
5 *different from the method currently utilized by Verizon. CenturyTel*
6 *agrees to make available at the time of the transfer an Internet-based e-*
7 *mail service ordering system, and CLECs may choose between placing*
8 *orders by facsimile or e-mail.*¹²

9 For Socket to be aware of the testimony filed in the case, Socket must have done
10 sufficient research to turn up the Nonunanimous Stipulation and Agreement. Socket's
11 failure to remind the Commission of the terms of the Nonunanimous Stipulation and
12 Agreement, coupled with its false indictment of CenturyTel's supposed failure to fulfill
13 its legal obligations, is reflective of Socket's approach to many issues in this case.

14 **Q. HOW DO YOU RESPOND TO SOCKET ARGUMENT THAT CENTURYTEL**
15 **HAS NOT OFFERED AN ALTERNATIVE TO ITS PROPOSED ARTICLE XIII?**

16 A. It is also in this context that Mr. Turner contends that CenturyTel has not offered an
17 alternative to Socket's proposed - but misfitting - Article XIII - Access to OSS. Mr.
18 Bruemmer also unfairly criticizes us in stating, "[I]t is indicative of CenturyTel's attitude
19 on this matter that they have made no counter-proposals to this Article." On one level,
20 these statements that CenturyTel did not make a counter proposal to Socket's Article XIII
21 are true enough. However, CenturyTel made numerous OSS access offerings within the
22 various ICA articles, and it was, ultimately, CenturyTel's position that the Socket Article
23 XIII did not present an appropriate framework from which to work. Accordingly, the

¹² *Id.* (emphasis added).

1 Joint Decision Point List reflects that all of Article XIII is in contest and that CenturyTel
2 has offered no language corresponding to Socket's Article XIII.

3 In reality, however, CenturyTel has offered and described in the context of other
4 articles its version of OSS and access to it. For instance, CenturyTel's proposed OSS
5 provisions can be found in, at least, the following articles:

- 6 • Article III—General Provisions
- 7 • Article V – Interconnection
- 8 • Article VI – Resale
- 9 • Article VII – Unbundled Network Elements
- 10 • Article VIII – Ordering and Provisioning Unbundled Network Elements
- 11 • Article IX – Maintenance
- 12 • Article XII – White Pages
- 13 • Article XV – Performance Measures and Provisioning Intervals
- 14 • Article XVIII - xDSL

15 Nevertheless, to ensure that there is a single, overriding framework pulling together all of
16 the discrete elements of access to OSS that CenturyTel has offered and to which Socket
17 has agreed, CenturyTel has gone to the effort to prepare and propose a “counteroffer” to
18 Socket's overreaching Article XIII. CenturyTel's proposal is reflected in Moreau
19 Schedule Reb. 1 to this Rebuttal Testimony and will be reflected in the Final DPL as
20 CenturyTel's Final Offer on Article XIII. The features of our Article XIII proposal are
21 addressed at pages 3 – 4 of my rebuttal testimony.

1 **Q. HOW DO YOU RESPOND TO SOCKET'S ASSERTION THE GTE/AT&T**
2 **AGREEMENT GIVES RISE TO AN OBLIGATION ON CENTURYTEL'S PART**
3 **TO PROVIDE ELECTRONIC ACCESS TO OSS SUCH AS THAT WHICH**
4 **SOCKET HAS DEMANDED?**

5 A. Mr. Bruemmer's assertion that electronic OSS is an obligation stemming from Section 29
6 of the GTE/AT&T ICA is another example of Socket's overreaching. Socket attempts
7 through this argument to impose obligations upon CenturyTel that are inconsistent with
8 Commission orders. The Interconnection section of the Nonunanimous Stipulation and
9 Agreement clearly states the interface CenturyTel provides CLECs would be different
10 from Verizon's (formerly GTE). This section also states that CLECs understand and
11 agree that the method CenturyTel used to process service orders would be different from
12 the method used by Verizon (formerly GTE). Mr. Bruemmer's Direct Testimony states,
13 in pertinent part, that "the current agreement we operate under has provisions for
14 electronic OSS" because the ICA contains language in Section 29 stating that "GTE shall
15 provide the same information . . . to AT&T as GTE provides to itself."¹³ However,
16 while CenturyTel is the successor of GTE in Missouri, the GTE/AT&T ICA calls for
17 nondiscriminatory access, not electronic access, to OSS.

18 Socket also attempts to portray electronic access to OSS as "essential" by
19 negatively describing CenturyTel and the access to OSS it currently provides. I will
20 highlight just one example of where Socket cynically disparages CenturyTel's
21 performance under existing agreements by claiming that CenturyTel has failed to
22 perform. While this example is illuminating, almost uniformly Socket fails to include in

¹³ Bruemmer Direct at 11, n. 4.

1 its sponsored testimony facts essential to this Commission's analysis. In their Direct
2 Testimony submissions, both Mr. Kohly and Mr. Turner testify that CenturyTel has
3 contractual obligations that it has been ignoring with regard to Performance
4 Measurements under the existing ICA.¹⁴ Unfortunately, both Mr. Kohly and Mr. Turner
5 fail to use candor in describing the supposed wrong done to Socket.

6 First, both Mr. Kohly and Mr. Turner, in accusing CenturyTel of refusing to
7 comply with its performance-measure-related obligations in existing agreements, fail to
8 inform the Commission that Socket's CenturyTel ICA has a 150-order-per-month
9 *condition precedent* to the applicability of performance measures and that Socket has
10 * _____ * the ICA's volume triggers for tracking performance measurements (*i.e.* –
11 150 orders for 3 consecutive months). Ironically, the total number of orders that Socket
12 has placed with CenturyTel has never exceeded * ____ * orders per month of all kinds, and
13 in discovery responses in this case, Socket has said that it has no marketing or other
14 forecasts that could support the proposition that it will, in the foreseeable future, have a
15 volume of orders that could rationally support or require electronic access to OSS of the
16 kind it seeks. *See* Moreau Schedule Reb. 2 hereto, Socket's Supplemental Responses to
17 CenturyTel's First Discovery Requests.

18 Moreover, even though it professes to have no forecasts of any future need for
19 facilities or services to be obtained under its existing or any future ICA, much less any
20 expanded need for such facilities or services, this failure is itself a clear breach of

¹⁴ Kohly Direct at 109; Turner Direct at 3-4.

1 Socket's obligation to provide CenturyTel with those kinds of forecasts. Sections 5.1.1
2 and 5.2 of Attachment 12, Service Quality Standards and Processes to the GTE/AT&T
3 ICA (including provisions for "Direct Measures of Quality," or "PMs") *obligate* Socket
4 to provide demand forecasts, even if the performance standards are not otherwise
5 applicable because of Socket's extremely low order volumes. Particularly if Socket
6 intends to increase its use of CenturyTel's services or facilities—including
7 interconnection—these forecasts are essential to avoid facilities exhaust and to ensure
8 that CenturyTel is properly staffed to handle the volume of orders. Wayne Davis will
9 testify to the necessity of having CLEC forecasts in order to be able to perform proper
10 network and facility planning (Wayne Davis Rebuttal Testimony, page 9).

11 Finally, Mr. Kohly fails to inform the Commission that Article 12 of the
12 GTE/AT&T ICA is expressly not applicable at all to the relationship between Socket and
13 Spectra Communications Group, LLC, under their existing Interim Arrangement.

14 Mr. Kohly and Mr. Turner conveniently disregard both the contractual condition
15 precedent and Socket's own habitual breach of its relevant contractual obligations, as
16 well as the inapplicability of these provisions to the Socket/Spectra Communications
17 Group arrangement. Their repeated failure to use candor in providing testimony to this
18 Commission undermines the process and has required us to work harder and file more
19 testimony than we otherwise would have been required to submit if Mr. Kohly or Mr.
20 Turner had been more forthcoming.

21 **Q. HOW DO YOU RESPOND TO SOCKET'S ASSERTION CENTURYTEL HAS A**
22 **"LEGAL OBLIGATION" TO PROVIDE ELECTRONIC ACCESS TO OSS SUCH**

1 **AS THAT WHICH SOCKET HAS DEMANDED?**

2 A. In a further attempt to portray that an electronic interface to OSS is a “legal
3 requirement,”¹⁵ Mr. Turner cites Section 251(c) of the FTA in his direct testimony and
4 implies that there is no way that manual systems can accomplish the sort of provisioning
5 contemplated by the Act. Mr. Turner states that “[a] critical part of this efficiency is *to*
6 *have electronic OSS* established between itself and the CLECs with whom CenturyTel
7 interfaces.”¹⁶ However, Mr. Turner leaps well beyond what the FCC and the courts have
8 said is necessary. Although I will leave the legal conclusions to the lawyers, it is my
9 understanding that neither the FCC nor the courts are concerned with how an incumbent
10 LEC meets its obligations, provided that it does so. Electronic access to OSS, as defined
11 by Socket, may be one way of providing an efficient competitor a meaningful opportunity
12 to compete or achieving nondiscriminatory access, but it clearly is not the only one.
13 Instead, I understand that the FCC and courts have consistently allowed the states to
14 decide under particular facts the appropriate level of access, and electronic access is not
15 essential in every case. CenturyTel provides nondiscriminatory access and access that
16 would allow an efficient competitor a meaningful opportunity to compete.

¹⁵ Although Mr. Turner is not a lawyer, at page 28, lines 11- 13, he states that Socket has a “legal right” to OSS as defined in Socket’s proposed Article XIII.

¹⁶ Turner Direct at 28 (emphasis added).

1 **Q. HOW DO YOU RESPOND TO SOCKET'S ASSERTION THAT ELECTRONIC**
2 **OSS IS ALWAYS MORE EFFICIENT AND ACCURATE (NEVER MIND THE**
3 **COSTS)?**

4 A. Socket approaches the idea of implementing electronic OSS as if costs and economic
5 recovery for CenturyTel are of no importance at all. These economic realities are hardly
6 mentioned by Socket, and there is almost nothing addressing the very small chances for
7 CenturyTel to recover the forward- looking costs of electronic interfaces to its OSS.
8 Instead of offering a reasonable solution in light of the differences between SBC/AT&T
9 and CenturyTel, Socket pursues a narrow agenda focused on what it thinks it wants –
10 never mind the cost to the incumbent LEC to deploy or the obligation of the CLEC
11 community to pay for it.

12 In response, CenturyTel asks that the Commission take a more careful view of
13 this issue. While Socket might possibly enjoy burdening CenturyTel with millions of
14 dollars of cost, there is another side to this problem that should be considered: if
15 CenturyTel is saddled with the cost of implementing electronic access to OSS, Socket
16 and the rest of the CLEC community will be obligated to pay for it. This will result in
17 extremely high non-recurring charges for Socket and all other CLECs within
18 CenturyTel's service areas. The only facts available show that Socket has incredibly low
19 order volumes with no forecasted increases.

20 Indeed, while Socket argues that an SBC/AT&T-style OSS is necessary, there is
21 no mention that the order volumes of CLECs subscribing to SBC/AT&T interconnection

1 services and facilities are radically different from those of CLECs in CenturyTel's
2 incumbent LEC service areas, as testified to by Carla Wilkes.

3 **Q. IS IT REASONABLE FOR THE COMMISSION TO CONSIDER THE**
4 **DIFFERENCES BETWEEN CENTURYTEL AND SBC/AT&T?**

5 A. Yes. Throughout Socket's direct testimony filings, there are many statements that
6 CenturyTel does not offer access to OSS like the other incumbent LECs.¹⁷ The clear
7 intent of all of these statements is to portray CenturyTel's access to OSS as inadequate.
8 But, as I've pointed out above, access to OSS is not a one-size-fits-all proposition. The
9 access to which Socket or other CLECs are entitled is keyed to CenturyTel's existing
10 systems.

11 CenturyTel is clearly not SBC/AT&T or even Sprint. The CenturyTel witnesses
12 have put forth many facts that distinguish CenturyTel and SBC/AT&T and Sprint. In
13 summary, those facts show radically different CLEC order volumes; huge differences in
14 scope and scale; different service area characteristic (*i.e.* – CenturyTel is a predominantly
15 rural telecommunications carrier).

16 **Q. DOES SOCKET EMPLOY THE CORRECT STANDARD FOR ANALYZING**
17 **WHETHER CENTURYTEL SHOULD DEPLOY ELECTRONIC OSS?**

18 A. No. Socket repeatedly implies that CenturyTel should have electronic OSS because
19 AT&T, Sprint and Verizon have electronic OSS. The correct standard can be seen on
20 page 7 of my direct testimony.

¹⁷ See, e.g., Bruemmer Direct at 15:12-3; 16:8-9; 16:13-14.

1 **Q. WHAT TIMEFRAME DOES SOCKET PROPOSE FOR DEVELOPMENT OF**
2 **ELECTRONIC OSS?**

3 A. Nine months from the effective date of the new ICA.

4 **Q. IS SOCKET'S NINE MONTH PROPOSAL TO IMPLEMENT ELECTRONIC**
5 **OSS REASONABLE?**

6 A. No. In my direct testimony, I pointed out that this sort of project is extremely complex
7 and would take at least 24 months. Carla Wilkes also testified to the complexity of this
8 endeavor, and Guy Miller's direct testimony speaks to the long period of time that other
9 phone companies have invested into their development of access to OSS. In summary,
10 nine months is completely unreasonable. This period of time was the estimate for
11 building the web-based portal, the Web GUI, that exists today for LSR orders.

12 **Q. DID CENTURYTEL REFUSE TO NEGOTIATE AN ARTICLE XIII, AS**
13 **SOCKET IMPLIES?**

14 A. Absolutely not. To the contrary, it is Socket that has stated that there is no negotiable
15 "middle ground" for access to OSS that is more rational than Socket's electronic OSS
16 proposal. Specifically, during negotiations, it is my understanding that Mr. Kohly was
17 asked if Socket would consider a Service Level Agreement ("SLA"), to be incorporated
18 into the new ICA, with clearly defined Performance Measurements and remedies. The
19 intent of this inquiry was to find out how to satisfy Socket and to negotiate an acceptable
20 solution without having to implement an electronic system that would cost tens of
21 millions of dollars. On one day, Mr. Kohly stated that he would consider this sort of OSS
22 SLA proposal. However, on the next day, he advised that there was no such middle
23 ground. Mr. Kohly posed Socket's Article XIII as an all-or-nothing position. It is

1 somewhat surprising, therefore, to see Mr. Turner's testimony that "CenturyTel seeks to
2 have no OSS section in the interconnection agreement at all."¹⁸ Setting aside both the
3 multitude of OSS-related provisions in the various affected portions of the proposed ICA,
4 this simply was not the case. CenturyTel made an offer, but Socket said that Article XIII
5 was the only option.

6 II.
7 ARTICLE XV ISSUE STATEMENT
8 (PERFORMANCE MEASUREMENTS AND PROVISIONING INTERVALS)

9 **SOCKET ISSUE: Should the Agreement contain an Article addressing**
10 **Performance Measures and Provisioning Intervals?**

11 **CENTURYTEL ISSUE: What Performance Measures, if any, should the**
12 **Agreement contain? If Performance Measures are implemented, should the**
13 **Article contain a remedy plan, and if so, what should it require?**

14 **Q. WHAT HAS CENTURYTEL PROPOSED TO ENHANCE ACCESS TO ITS**
15 **AUTOMATED AND MANUAL OSS?**

16 **A.** Together with systems improvements that are incorporated into agreements reached in
17 negotiations on other Articles of the proposed ICA, CenturyTel has offered Performance
18 Measures and Provisioning Intervals that can be seen in CenturyTel's proposed Article
19 XV in Schedule D in my direct testimony. The Provisioning Intervals are now agreed, as
20 set forth in Schedule Moreau Reb. 3. Also, I describe how each of these Performance
21 Measures work on pages 18 through 64 of my Direct testimony. CenturyTel has
22 continued to work with Socket to resolve as many measures and intervals as possible.

¹⁸ Turner Direct at 28: 9-10. *See also* Bruemmer Direct at 12:5-6; Turner Direct at 30:9-10.

1 Therefore, some of my Direct testimony may have changed as a result of these
2 discussions.

3 For example, CenturyTel and Socket have mutually agreed to reduce the interval
4 for processing CSRs from 48 hours to 6 Business Hours. Also, both parties have agreed
5 to reduce the interval for processing LSRs to four Business Days. CenturyTel also
6 agreed to perform in accordance with these intervals regardless of Socket's very low
7 order volumes. Indeed, the parties have agreed to *all* applicable provisioning intervals.

8 Finally, as CenturyTel determines an appropriate need in the future, we will
9 enhance our OSS for Socket and other CLECs within Missouri. One example is the
10 implementation of an automated email notification process that is under development as
11 described in more detail in Pam Hankin's rebuttal testimony on page 4.

12 **Q. DO CENTURYTEL'S PROPOSED PERFORMANCE MEASURES APPLY TO**
13 **SOCKET REGARDLESS OF THEIR VERY LOW ORDER VOLUMES?**

14 **A.** Yes. Although Socket's low order volumes make the exercise of very limited value in
15 gauging performance, we have agreed to measure performance, regardless of order
16 volumes to provide Socket with assurance of timely order handling by CenturyTel.
17 Under our proposal, this information will be used in monthly meetings to discuss
18 performance and required performance enhancements needed to enhance performance of
19 both parties under this Agreement.

1 **Q. WILL PENALTIES APPLY TO SOCKET REGARDLESS OF THEIR VERY**
2 **LOW ORDER VOLUMES?**

3 A. No. As I explain in my Direct, we cannot agree to penalties at these very low order
4 volumes as they may cause a penalty for missing a single order by a matter of minutes.
5 Penalties are not appropriate at these small order volumes because it does not provide a
6 statistically valid sample. We also have no knowledge that Socket's order volumes will
7 increase to any degree. Nevertheless, we have agreed to meet monthly with Socket to
8 review both parties' performance under this Agreement. CenturyTel has proposed that
9 penalties be imposed, following a 90 day transition period, once Socket's order volumes
10 exceed 150 orders per month for three consecutive months and Socket provides
11 CenturyTel with accurate forecasts as described in Article XV.

12 **III.**
13 **SUMMARY**

14 **Q. CAN YOU SUMMARIZE YOUR REBUTTAL TESTIMONY?**

15 A. Yes. In summary, it is extremely important for the Commission to understand that
16 CenturyTel has addressed Socket's concerns regarding processing their orders in a
17 manner that ensures Socket has a meaningful opportunity to compete through
18 CenturyTel's enhanced manual and automated access to OSS as described in
19 CenturyTel's proposed Article XIII and other articles relating to specific aspects of
20 operations under the proposed ICA. Therefore, it is not in the best interest of Socket, nor
21 any other CLEC in the state of Missouri, to have CenturyTel spend over \$* __ * million to

deploy fully automated access to its OSS and carry the burden of this forward looking expense.

CenturyTel has proposed a more appropriate solution for all parties through our proposed Articles XIII and XV at a reasonable expense. Not only has CenturyTel proposed these new performance measures to Socket, we are committed to put the necessary procedures in place to operate within these measures immediately. Finally, we are committed to continue to meet with Socket and address any issues as they arise in the future.

IV. CONCLUSION

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.