

Exhibit No.:  
Issues: Interconnection Agreements  
Witness: John Monroe  
Sponsoring Party: MCImetro Access  
Transmission Services, LLC,  
Brooks Fiber  
Communications of Missouri, Inc.  
and Intermedia Communications, Inc.  
Type of Exhibit: Direct Testimony  
Case Nos.: LC-2005-0080

MCImetro Access Transmission Services, LLC  
Brooks Fiber Communications of Missouri, Inc.  
and Intermedia Communications, Inc.

**DIRECT TESTIMONY**

**OF**

**JOHN MONROE**

**CASE NO. LC-2005-0080**

**JANUARY 7, 2005**



1 **Q. Please state your name for the record.**

2 A. John Monroe.

3 **Q. Where are you currently employed?**

4 A. I am employed by MCI, Inc. My office is located in Alpharetta, Georgia.

5 **Q. What is your current position with MCI, Inc.?**

6 A. I am an in-house counsel for MCI.

7 **Q. How long have you held that position?**

8 A. Since 1999.

9 **Q. Do you have prior experience in the telecommunications industry?**

10 A. Yes. I have practiced as an attorney in the telecommunications industry since  
11 1993. I also have ten years of prior experience as a telecom engineer.

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

13 A. I obtained a bachelor's degree in electrical engineering from Vanderbilt  
14 University. I obtained my Juris Doctorate from the University of Wisconsin -  
15 Madison.

1 **Q. What is the purpose of your direct testimony in this proceeding?**

2 A. I will identify the parties and the interconnection agreements that are the subject  
3 of this dispute, as well as the term of the agreements. I will also discuss the  
4 Commission's jurisdiction over this dispute.

5 **Q. Which MCI entities are involved in this proceeding?**

6 A. The Complaint was filed by MCImetro Access Transmission Services, LLC,  
7 Brooks Fiber Communications of Missouri, Inc., and Intermedia  
8 Communications, Inc.

9 **Q. Please describe the pertinent regulatory status of these companies in**  
10 **Missouri.**

11 A. Brooks Fiber Communications of Missouri, Inc. was incorporated under Delaware  
12 law and duly authorized to conduct business in Missouri and was certificated as a  
13 competitive local exchange carrier by the Commission.

14 Intermedia Communications, Inc., was incorporated under Delaware law and duly  
15 authorized to conduct business in Missouri and was certificated as a competitive  
16 local exchange carrier by the Commission.

17 MCImetro is a Delaware limited liability company in good standing duly  
18 authorized to conduct business in Missouri. A copy of a certificate of good

1 standing from the Missouri Secretary of State is attached hereto as Schedule JM-  
2 1. MCImetro was certificated as a competitive local exchange carrier by the  
3 Commission, including in areas now served by CenturyTel, on November 6,  
4 1998. A copy of the Commission's Order granting a certificate of basic local  
5 service authority to MCImetro is attached hereto as Schedule JM-2. The  
6 Commission should take notice of this order.

7 When the events that led up to the filing of the Complaint were unfolding, Brooks  
8 and Intermedia were actively engaged in developing their local  
9 telecommunications business in Missouri, including by exercising their rights  
10 under their interconnection agreements with CenturyTel. MCImetro Access  
11 Transmission Services, LLC is the successor in interest to Brooks Fiber  
12 Communications of Missouri, Inc. The Commission approved the merger of  
13 Brooks into MCImetro in Case No. TM-2004-0146 and cancelled Brooks'  
14 certificates and tariffs as of November 22, 2004. Copies of the Commission's  
15 orders are attached hereto as Schedule JM-3. The Commission should take notice  
16 of these orders.

17 MCImetro will also be the successor in interest to Intermedia. The Commission  
18 approved the merger of Intermedia into MCImetro in Case No. TM-2005-0129  
19 and cancelled Intermedia's certificates and tariffs as of January 14, 2005. A copy  
20 of the Commission's order is attached hereto as Schedule JM-4. The Commission  
21 should take notice of this order.

1 **Q. Can you identify Respondent CenturyTel of Missouri, Inc.?**

2 A. As stated in the Complaint (para. 6), "CenturyTel is a limited liability company  
3 organized and existing under the laws of the State of Louisiana authorized to  
4 conduct business in the State of Missouri. It is a public utility subject to the  
5 jurisdiction of the Commission and provides telecommunications services in its  
6 service area within the State of Missouri under authority granted and tariffs  
7 approved by the Commission. It is an incumbent local exchange carrier (ILEC) as  
8 defined in Section 251(h) of the Telecommunications Act of 1996 and a  
9 noncompetitive large local exchange carrier as defined in Sections 386.020,  
10 392.361, and 392.245 R.S.Mo." CenturyTel admitted these allegations in its  
11 Answer, stating: "CenturyTel admits the allegations contained in paragraph 6 of  
12 the Complaint, except that some of the information regarding its address, phone  
13 and fax numbers and email address is in error." The Commission should take  
14 notice of this portion of CenturyTel's Answer.

15 **Q. Does the Commission have jurisdiction over the parties and this dispute?**

16 A. Yes, as alleged in the Complaint, the Commission has general jurisdiction over  
17 both MCI and CenturyTel as telecommunications companies and their  
18 telecommunications facilities, including pursuant to Section 386.250 R.S.Mo.,  
19 and all powers necessary or proper to enable it to carry out fully and effectually  
20 all its regulatory purposes as provided in Section 386.040. The Commission has  
21 jurisdiction to supervise CenturyTel and its facilities pursuant to Section 386.320

1 R.S.Mo. The Commission has jurisdiction to pursue complaints regarding  
2 unlawful conduct by telecommunications companies, such as this one against  
3 CenturyTel, pursuant to Sections 386.330, 386.390 and 386.400 R.S.Mo. and  
4 Section 252 of the Telecommunications Act. As described by MCI's other  
5 witnesses, CenturyTel has violated Sections 392.200.1 and .6 and 392.240.2 and  
6 .3 R.S.Mo., as well as Section 251(b) and (c)(2) of the Telecommunications Act  
7 and 47 CFR 51.203, 51.305 and 51.321 by failing and refusing to process MCI's  
8 orders for additional interconnection arrangements pursuant to the interconnection  
9 agreements and the Commission's orders relating thereto.

10 **Q. Can you identify the interconnection agreements that are the subject of this**  
11 **dispute?**

12 A. There are two agreements that are at issue, and they are identical except with  
13 respect to the identity of the CLEC. Specifically, CenturyTel is the ILEC  
14 successor-in-interest to the two pertinent interconnection agreements: one  
15 between Brooks Fiber Communications of Missouri, Inc. and GTE Midwest  
16 Incorporated, d/b/a Verizon Midwest, which was approved by the Commission  
17 effective August 15, 2002 in Case No. CK-2002-1146, *In the Matter of the*  
18 *Adoption of Brooks Fiber Communications of Missouri, Inc. of the Verizon/ICG*  
19 *Telecom Group, Inc. Interconnection Agreement*; and the other between  
20 Intermedia Communications, Inc. and GTE Midwest Incorporated d/b/a Verizon  
21 Midwest, which was approved by the Commission effective August 15, 2002 in  
22 Case No. CK-2002-1145, *In the Matter of the Adoption of Intermedia*

1           *Communications, Inc. of the Verizon/ICG Telecom Group, Inc., Interconnection*  
2           *Agreement.* Copies of the Commission's orders approving the agreements are  
3           attached hereto as Schedules JM-5 (Brooks) and JM-6 (Intermedia). Copies of  
4           the interconnection agreements, which are on file with the Commission, are  
5           attached hereto as Schedule JM-7 (Brooks) and JM-8 (Intermedia). The  
6           Commission should take notice of these orders and agreements. As a result of the  
7           MCI reorganizations described above, there effectively will be a single agreement  
8           between MCImetro and CenturyTel. Section 39 of each agreement provides that  
9           the agreement "shall be binding upon and inure to the benefit of the Parties and  
10          their respective legal successors and permitted assigns."

11   **Q.    Can you explain how CenturyTel became a party to the subject**  
12    **interconnection agreements?**

13    A.    On or about May 31, 2002, the Commission approved CenturyTel's acquisition of  
14    the assets of GTE Midwest, Inc. dba Verizon in Missouri in Case No. TM-2002-  
15    232. The assets consisted generally of Verizon's operations in 96 exchanges,  
16    which are listed in Attachment 2 to the Commission's Order. A copy of the  
17    Commission's order is attached hereto as Schedule JM-9. The Commission  
18    should take notice of this order. The acquisition took effect upon approval of  
19    CenturyTel's tariffs effective September 1, 2002, which was after the effective  
20    date of the Commission's approval of the interconnection agreements as discussed  
21    above. A copy of the Commission's Order approving CenturyTel's tariffs is  
22    attached hereto as Schedule JM-10. The Commission should take notice of this

1 order. The Commission approved the transaction subject to the provisions of a  
2 Stipulation and Agreement. In addition to the contract language that makes the  
3 agreements binding on successors, the Stipulation and Agreement provided that  
4 CenturyTel would abide by the provisions of existing GTE Midwest, Inc.  
5 interconnection agreements until such agreements were replaced. Specifically, the  
6 Stipulation states:

7 "CenturyTel agrees to negotiate in good faith new interconnection  
8 agreements with all CLECs who currently have interconnection  
9 agreements with Verizon and who desire to have interconnection  
10 with CenturyTel. Where it is not technically infeasible, CenturyTel  
11 will enter into agreements which have the same rates, terms and  
12 conditions as those agreements previously negotiated with Verizon.  
13 These agreements will be substantially similar to the current  
14 agreements with Verizon with only technical differences to reflect  
15 the way CenturyTel interfaces with the CLEC. If CenturyTel and  
16 any CLEC are unable to agree on the terms of these agreements,  
17 CenturyTel agrees to submit any disputes to the Commission for  
18 resolution. In those situations where the CLEC is already providing  
19 service in an exchange to be transferred, CenturyTel agrees to  
20 cooperate with the CLEC in requesting expedited approval of these  
21 new interconnection agreements from the Commission. CenturyTel  
22 shall cooperate with CLECs to ensure continuity of service for all  
23 CLEC customers.  
24

25 CenturyTel agrees to provide local interconnection services, as  
26 defined in Part 51 of the Rules of the Federal Communications  
27 Commission, as set forth in the interconnection agreement between  
28 Verizon and AT&T Communications of the Southwest, Inc. and  
29 adopted by Fidelity Communication Services II, Inc., (hereinafter  
30 "CLECs") including, but not limited to, interconnection trunking,  
31 number portability and 911/E911 service, for one year after the  
32 closing of the sale of the telephone properties referenced herein. If  
33 any particular interconnection agreement has not been replaced  
34 through negotiation or arbitration within one year, that agreement  
35 will continue in force on a month-to-month basis until so replaced.  
36 CenturyTel shall perform all obligations set forth in such  
37 interconnection agreements except for functions, services or  
38 elements that CenturyTel is technically incapable of providing. In

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

10  
11 A copy of the Stipulation and Agreement is attached to the Commission's Order  
12 as Attachment 1. To date, the parties have continued to operate under the adopted  
13 agreements and have not replaced them.

14 **Q. Has CenturyTel confirmed in these proceedings that it has recognized that it**  
15 **is bound by the agreements?**

16 A. Yes. In its Answer filed herein, CenturyTel admitted that it has recognized the  
17 adoption of the agreements by Brooks and Intermedia stating: "CenturyTel has  
18 recognized the two referenced interconnection agreements pursuant to the terms  
19 and conditions of the Report and Order issued in Case No. TM-2002-232, *supra*."  
20 The Commission should take notice of this portion of CenturyTel's Answer.

21 **Q. Has CenturyTel conducted business with Brooks and Intermedia, and**  
22 **MCImetro as their successor, under the agreements since 2002?**

23 A. Yes. Other MCI witnesses provide examples in their testimony.

1 **Q. What is the term of the agreements?**

2 A. On their face, the agreements had an initial term that ran through June 20, 2004.  
3 The agreements were then to remain in effect until cancellation or termination as  
4 provided in the agreements. Section 2.1 of the Agreement states in pertinent part:  
5 "Thereafter, this Agreement shall continue in force and effect unless and until  
6 cancelled or terminated as provided in this Agreement." However, as stated in the  
7 Stipulation in Case No. TO-2002-232, for CenturyTel the agreements were to  
8 remain in effect for one year from September 1, 2002, and then if not yet replaced  
9 continue to be in effect on a month-to-month basis until replaced by the parties.

10 **Q. Has either party terminated the agreements?**

11 A. No. CenturyTel did send a letter dated September 24, 2004, falsely asserting that  
12 Brooks had no facilities or services under the Agreement and that it had  
13 terminated the Agreement. A copy of the letter is attached hereto as Schedule JM-  
14 11. By letter dated September 28, 2004, MCI advised CenturyTel that it was in  
15 error and that the agreement remained in effect. A copy of MCI's letter is attached  
16 hereto as Schedule JM-12. These letters are also identified by MCI witness  
17 Dayna Garvin in her testimony in this case.

18

19 **Q. Are Schedules JM-11 and JM-12 MCI business records?**

20 A. Yes.

1 **Q. Were these records made in the regular course of MCI's business, at or near**  
2 **the date stated thereon?**

3 A. Yes. These records were prepared and/or received and kept by the MCI personnel  
4 named therein in the regular course of their duties for MCI. These are the kinds  
5 of records I work with on a daily basis as I work on interconnection issues for  
6 MCI.

7 **Q. Are these records kept under your supervision?**

8 A. Yes.

9 **Q. Has the Commission recently addressed the status of the Brooks agreement?**

10 A. Yes. On December 21, 2004, in Case No. TK-2005-0079 (regarding FullTel) the  
11 Commission determined that the Brooks agreement with CenturyTel remains in  
12 effect and is available for adoption by other CLECs. A copy of this order is  
13 attached hereto as Schedule JM-13. The Commission should take notice of this  
14 order.

15 **Q. Have the parties replaced the agreements?**

16 A. No.

17 **Q. Do the agreements remain in effect?**

18 A. Yes.

John Monroe  
Direct Testimony  
Case No. LC-2005-0080

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

2 A. Yes.