

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

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

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

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

And

SOCKET INTERNET

Carl J. Lumley, #32869
Leland B. Curtis, #20550
CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.
130 S. Bemiston, Suite 200
Clayton, Missouri 63105
(314) 725-8788
(314) 725-8789 (Fax)
clumley@lawfirmemail.com
lcurtis@lawfirmemail.com

ATTORNEYS FOR SOCKET TELECOM, LLC AND
SOCKET INTERNET

Case No. TC-2007-0307
Direct Testimony: R. Matthew Kohly
On Behalf of Socket Telecom, LLC
And Socket Internet
May 21, 2007

STATE OF MISSOURI)
)
COUNTY OF BOONE) SS.

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

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

AFFIDAVIT OF R. MATTHEW KOHLY

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

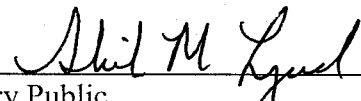
1. My name is R. Matthew Kohly. I am Director – Telecommunications Carrier and Government Relations for Socket Telecom, LLC and employed by its parent corporation Socket Holdings Corporation dba Socket Internet.

2. Attached hereto and made a part hereof for all purposes is my Direct Testimony in the above-referenced case.

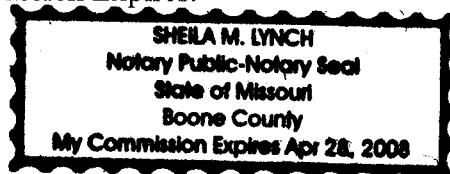
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge, information and belief.


R. MATTHEW KOHLY

SUBSCRIBED AND SWORN to before me, a Notary Public, this 18th day of May, 2007.


Notary Public

My Commission Expires:
(SEAL)



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

INTRODUCTION

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

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

4 **Q. By whom are you employed and what are your responsibilities?**

5 A. I am employed by Socket Holdings Corporation and am primarily assigned to
6 work for Socket Telecom, LLC (“Socket Telecom”) as Director – Telecommunications
7 Carrier and Government Relations. In this position, I am responsible for Socket
8 Telecom’s relationship with other telecommunications carriers as well as regulatory
9 issues. In addition, I work closely with Socket Telecom’s operational units to implement
10 the provisions of the many contracts that Socket Telecom operates under. I also provide
11 support for Socket Internet on an “as needed” basis.

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

13 A. I have completed a Master of Science in Agricultural Economics from the
14 University of Missouri – Columbia, as well as a Bachelor of Science in Business
15 Administration also from the University of Missouri.

16 **Q. What is your prior work experience?**

17 A. Prior to joining Socket Telecom, I was employed by AT&T Corporation from
18 1998 through 2004 in AT&T’s Law and Government Affairs Department as State
19 Regulatory Manager and, later, as State Director. In that position I was responsible for

1 the development and implementation of AT&T's regulatory and legislative policies and
2 activities in Missouri. My responsibilities also included providing support for AT&T's
3 entries into various segments of the local exchange market. I also participated in
4 regulatory proceedings, including arbitration proceedings dealing with local
5 interconnection, costing, universal service, numbering, access charges, and Section 271
6 compliance.

7 Prior to that, after working several months as an Energy Economist with the
8 Missouri Department of Natural Resources, I became employed by Sprint/United
9 Management Corporation as a Manager, State Regulatory Affairs. My duties included
10 the development of Sprint Communications Company L.P.'s regulatory policy focusing
11 on issues surrounding competitive market entry, such as TELRIC costing of unbundled
12 network elements, universal service, access charges, and 271 proceedings.

13 Prior to that I was employed at the Missouri Public Service Commission as a
14 Regulatory Economist in the Telecommunications Department and, later, on the
15 Commission's Advisory Staff. While in the Telecommunications Department, I assisted
16 in developing Staff's position on issues related to costing, local interconnection and
17 resale, universal service, and tariff issues. While serving on the Arbitration Advisory
18 Staff, I advised the Commission on issues arising from mediation and arbitration
19 proceedings filed pursuant to the 1996 Federal Telecommunications Act ("Act" or
20 "TA96").

21 Through prior employment, I have experience as a statistical analyst, SAS
22 programmer, cost accountant, instructor, and research assistant.

1 **Q. Have you previously testified before State Public Utility Commissions?**

2 A. Yes. I have filed written testimony and/or testified before the Missouri Public
3 Service Commission, Montana Public Service Commission, Oklahoma Corporation
4 Commission and the Telecommunications Regulatory Board of Puerto Rico.

5 **BACKGROUND INFORMATION**

6 **Q. Can you describe the companies that you are representing?**

7 A. Socket Telecom is a certificated competitive local exchange company in the State
8 of Missouri. Socket Telecom is a Missouri limited liability company in good standing,
9 with its principal place of business located at 2703 Clark Avenue, Columbia, Missouri
10 65202. Socket Telecom is an authorized provider of intrastate switched and non-switched
11 local exchange and interexchange telecommunications services in Missouri under
12 certificates granted and tariffs approved by the Commission. Socket Telecom is also an
13 authorized provider of interstate telecommunications services in Missouri under the
14 jurisdiction of the Federal Communications Commission.

15 Socket Holdings Corporation d/b/a Socket Internet is an Internet service provider
16 in the State of Missouri. It is a Missouri corporation in good standing with its principal
17 place of business located at 2703 Clark Lane, Columbia, MO 65202. It is also Socket
18 Telecom's parent corporation.

19 **Q. Can you provide some background on the CenturyTel entities that are parties to**
20 **this case?**

1 A. Yes. The two CenturyTel entities are Spectra Communications Group, LLC d/b/a
2 CenturyTel (“CenturyTel – Spectra”) and CenturyTel of Missouri, LLC (“CenturyTel -
3 Missouri”) collectively referred to as CenturyTel Operating Companies (“CTOC” or
4 “CenturyTel”). Each is a wholly owned subsidiary of CenturyTel, Inc. Each entity
5 obtained its franchise territory by purchasing assets from GTE Midwest, Inc. and its
6 successor Verizon Midwest, Inc. in two separate transactions. Together, their Missouri
7 franchise territory represents the territory originally served by GTE Midwest, Inc.
8 Collectively, these entities serve nearly a half-million access lines in Missouri. As these
9 two entities are technically considered separate incumbent local exchange carriers by the
10 Commission,¹ Socket Telecom has separate but identical (other than incumbent name)
11 interconnection agreements (ICAs) with each of them that were arrived at through
12 arbitration in Case No. TO-2005-0299 and approved by this Commission on or about
13 October 13, 2006.

14 CenturyTel of Missouri, LLC d/b/a CenturyTel is a limited liability company
15 organized and existing under the laws of the State of Louisiana and authorized to conduct
16 business in the State of Missouri. It is a public utility subject to the jurisdiction of the
17 Commission and provides telecommunications services in its service areas within the
18 State of Missouri under authority granted and tariffs approved by the Commission. It is
19 an incumbent local exchange carrier as defined in Section 251(h) of the
20 Telecommunications Act of 1996 and a noncompetitive large local exchange carrier as

¹ In my experience there is no separation between CenturyTel of Missouri and Spectra. However, the Commission has made it clear that it will regard separate legal entities as being separate. *Report and Order*, MoPSC Case No. CO-2005-0066, p. 13 (Dec. 2004).

1 defined in Sections 386.020, 392.361, and 392.245 R.S.Mo. CenturyTel's principal place
2 of business is located at 100 CenturyTel Drive, Monroe, Louisiana 71203, and it has local
3 offices at 220 Monroe Street, 1st Floor, Jefferson City, Missouri 65101.

4 Spectra Communication Group, LLC d/b/a CenturyTel is a limited liability
5 company organized and existing under the laws of the State of Delaware and authorized
6 to conduct business in the State of Missouri. It is a public utility subject to the jurisdiction
7 of the Commission and provides telecommunications services in its service areas within
8 the State of Missouri under authority granted and tariffs approved by the Commission. It
9 is an incumbent local exchange carrier as defined in Section 251(h) of the
10 Telecommunications Act of 1996 and a noncompetitive large local exchange carrier as
11 defined in Sections 386.020, 392.361, and 392.245 R.S.Mo. Spectra's principal place of
12 business is located at 100 CenturyTel Drive, Monroe, Louisiana 71203, and it has local
13 offices at 220 Monroe Street, 1st Floor, Jefferson City, Missouri 65101.

14 **Q. What is the purpose of your testimony?**

15 **A.** The purpose of my testimony is to explain why CenturyTel should be required to
16 fulfill all pending orders prior to being permitted to grandfather its Remote Call Forward
17 ("RCF") service. I will also address the issue of whether CenturyTel's proposed tariff
18 change that would grandfather its RCF service should be approved.

19 **Q. Can you explain the cause of the dispute in this matter?**

20 **A.** On February 8, 2007, Socket Internet placed an order for 61 Remote Call Forward
21 numbers with CenturyTel and Spectra. CenturyTel and Spectra denied that order,

1 alleging that it was inconsistent with its currently effective tariff. Socket Internet (and
2 Socket Telecom) disagrees with that assertion.

3 **Q. Why did Socket Internet place an order for 61 Remote Call Forward numbers with**
4 **CenturyTel and Spectra?**

5 **A.** Socket Internet subscribes to a DS3² Service with the Out of Calling Scope
6 Option from Socket Telecom. The Out of Calling Scope Option is a foreign exchange
7 offering which allows a customer to obtain exchange service from an assigned mandatory
8 local calling area other than the mandatory local calling area in which the customer has a
9 physical presence. With this option, customers calling Socket Internet from within the
10 assigned local calling area are able to dial a local number to reach Socket Internet and
11 either access its internet services or reach technical support services.

12 In providing this service, Socket Telecom can give the customer phone numbers
13 from its own numbering resources assigned to a particular exchange or it can port a
14 customer's existing number from another carrier, including the incumbent local exchange
15 carrier, serving that exchange. In the areas covered by the 61 requested RCF numbers,
16 Socket Internet preferred to use ported numbers rather than numbering resources from
17 Socket Telecom's numbering resource inventory. In order to obtain numbers to port to
18 Socket Telecom, Socket Internet attempted to subscribe to CenturyTel's Remote Call
19 Forward Service. Once those services were provisioned, Socket Internet was going to

² Digital signal level 3 carries 44.736 million bits per second, and is the equivalent of 28 T-1 (DS-1) channels, or 672 standard voice channels.

1 request that Socket Telecom add those numbers to its existing service from Socket
2 Telecom by porting the numbers.

3 **Q. Why would Socket Internet prefer to use numbers ported from CenturyTel rather**
4 **than new numbers issued by Socket Telecom?**

5 **A.** The main reason is that Socket Telecom's numbers are not generally in the same
6 NXX code as the incumbent's phone numbers that have historically been used. This is
7 particularly true in smaller rural exchanges that have had a single NPA-NXX code until
8 very recently. As a result, customers are not familiar with any new NPA-NXX code and
9 may not recognize it as being local. For example, Socket Telecom can provide a phone
10 number from the St. James exchange in the 573-899 NPA-NXX block. However, that is
11 not a number that many subscribers in the St. James exchange would be familiar with and
12 is not even shown as local in the CenturyTel directory. The CenturyTel directory for the
13 St. James exchange identifies the local calling scope to include the 573-265 NPA-NXX
14 assigned to St. James and the 573-699 NPA-NXX code assigned to Safe³. Socket
15 Telecom's NPA-NXX is not even listed and, as a result, is not identified as being local.
16 This may cause customers not to realize they can place local calls to reach that number,
17 resulting in customer confusion.

18 In some cases, using a new NPA-NXX code can also cause unnecessary long
19 distance charges if a customer ignores or forgets Socket Internet's instructions and dials
20 "1+" to reach what is actually a local number and their service provider does not have an

³ CenturyTel Official Yellow Pages for St. James, Belle, Bland, Bourbon, Cuba, Leasburg, Safe, Vichy, 2006, pg. 9.
(Copy attached as Schedule MK-6).

1 intercept in place to inform customers that they can reach that phone number without
2 dialing “1+”. When this happens, calls are routed just as if they were intraLATA toll
3 instead of local and the customer will incur toll charges to make what should be a local
4 call. This previously happened in the Centralia exchange when CenturyTel’s local
5 customers tried to place calls to Socket Internet, which was then using a number assigned
6 from Socket Telecom’s numbering resources. Not surprisingly, Socket Internet’s
7 customers were upset with Socket Internet when toll charges appeared on their phone bill
8 for calling a number that Socket Internet had told them was local.

9 In addition, there can be inbound call routing issues associated with using a new
10 NPA-NXX code. For example, some carriers do not always load new NPA-NXX codes
11 into their switches in a timely fashion. As a result, their subscribers cannot complete
12 calls to that NPA-NXX code. Socket Telecom has received calls from its customers
13 complaining that customers of other carriers cannot place calls to them. When this
14 happens, Socket Telecom contacts the other service provider and resolves the problem.
15 Until the problem is resolved, the customer cannot receive calls from customers served
16 by the other service provider. This just recently occurred in the Macon exchange where
17 customers of one service provider were unable to place locally dialed calls to a Socket
18 Telecom customer that tried to use Socket Telecom’s NPA-NXX code assigned to
19 Macon. Socket Telecom opened a trouble ticket with that provider immediately but it

1 still took almost a week to resolve. During that time, the customer was unable to receive
2 locally dialed calls from the other service provider's customers⁴.

3 **Q. Is the numbering preference you have described unique to Socket Internet?**

4 **A.** No. Customers other than Socket Internet, including voice customers, have
5 requested numbers that they are more familiar with than Socket Telecom's assigned
6 numbering resources. When this occurs, the customer can order an additional line or an
7 RCF Service from the incumbent local exchange carrier and then place an order with
8 Socket Telecom and request that the number be ported. Alternatively, Socket Telecom
9 can resell the customer a line or an RCF Service and then port the number to Socket
10 Telecom after the service is provisioned.

11 **Q. What happened to Socket Internet's request for 61 RCF numbers?**

12 **A.** After following up with CenturyTel to determine the status of this order on
13 February 12, 2007, Socket Internet was informed by email from CenturyTel that the order
14 was being denied and the following explanation was provided:

15 On February 8, 2007 Socket submitted a request for Remote Call Forwarding
16 service in 61 exchanges. Please take notice that CenturyTel must deny this
17 request for service pursuant to Section 6.B.10 of the tariff. In the judgment of
18 CenturyTel such service would interfere with and impede CenturyTel's ability to
19 provide service to other customers. CenturyTel is concerned that Socket, in
20 conjunction with its CLEC affiliate, and consistent with past practices intends to
21 convert the CenturyTel numbers into multi-channel services in order to provision
22 dial-up internet service in a manner that will overload CenturyTel's network.

23
24 CenturyTel also notes that the tariff (Section 6.B.11) requires that the service be
25 taken for a minimum three month period. Socket has consistently terminated its

⁴ Socket's customer was especially frustrated in this situation as the customer agreed to use a Socket issued number only after attempts to port the customer's existing number were unlawfully rejected by Spectra. Fortunately, Socket was finally able to port to the customer's number after demonstrating to Spectra that it did indeed have loop facilities in the Macon exchange and the customer was able to switch back to its original number.

1 prior Remote Call Forwarding Service prior to the minimum three month period.
2 In any event, the required three month minimum period would extend beyond the
3 proposed effective date of CenturyTel's tariff filing to grandfather Remote Call
4 Forwarding Service, thereby further making it inappropriate to provision these
5 service requests⁵

6 Neither of the references to CenturyTel's tariff is applicable to Socket Internet's order
7 and CenturyTel's stated concern about overloading CenturyTel's network is unfounded.
8 In short, there was no legitimate basis for CenturyTel to deny Socket Internet's request.

9 **Q. Can you explain why CenturyTel's references to its tariff are not applicable?**

10 A. Yes. Section 6.B.10 of CenturyTel's tariff states,

11 "RCF Service will only be provided when, in the judgment of the Company, the
12 customer subscribes to sufficient RCF Service at the answering location to
13 adequately handle calls without interfering with or impairing any services offered
14 by the Company."

15 The answering location is the location where the calls are answered. Socket Internet's
16 service at that location is provided by Socket Telecom, not by CenturyTel. Socket
17 Internet has sufficient services at that location to adequately handle calls.

18 CenturyTel's reliance on Section 6.B.11 as being a reason to deny Socket
19 Internet's request is also misplaced. Section 6.B.11 states, "The minimum contract
20 period for RCF Service is three months." First, Socket Internet recognizes this and fully
21 expects to pay a minimum of three months. Secondly, CenturyTel's proposed
22 grandfathering would only apply to requests for new services ordered after the effective
23 date of the tariff change. Socket's order was placed prior to the effective date and is a
24 valid order. Again, CenturyTel had no valid reason to deny the order.

⁵ See Schedule MK-1 for copy of the CenturyTel email.

1 **Q. Has Socket Internet ever overloaded CenturyTel's network as a result of requesting**
2 **an RCF Service Number that it ported to Socket Telecom?**

3 A. We are not aware of any situation in which this has occurred. CenturyTel has not
4 provided us with any data supporting its allegation.

5 **Q. Did CenturyTel raise any other provision of its tariff as a reason not to complete**
6 **these pending orders?**

7 A. In a subsequent email communication on March 2, 2007, CenturyTel asserted that
8 Socket Internet, in conjunction with its CLEC affiliate, would convert the CenturyTel
9 RCF numbers into multi-channel services which, it alleged would violate Section 6.B.9
10 of its tariff.⁶ Section 6.B.9 of its tariff states, "Each RCF Service allows for forwarding
11 one call at a given time. An additional service is necessary for each additional call to be
12 forwarded simultaneously."

13 Again, CenturyTel's tariff restriction is not applicable. When the RCF Service is
14 provided by CenturyTel, it would be governed by CenturyTel's tariff. During that time,
15 the service would be used in a manner that is consistent with CenturyTel's tariff.
16 Consistent with this, I would assume that CenturyTel's switching equipment restricts
17 RCF Service numbers to a single call path making it impossible to forward more than one
18 call at a time.

19 CenturyTel's statement, "in conjunction with its CLEC affiliate" appears to refer
20 to Socket Internet exercising its right to change service providers. Once this happens,
21 CenturyTel is no longer providing service to the customer and CenturyTel's tariffs are no

⁶ See Schedule MK-2 for a copy of the CenturyTel email.

1 longer applicable. Since CenturyTel is not the service provider and its tariffs are no
2 longer applicable, CenturyTel cannot claim its tariffs are somehow being violated.

3 **Q. When a customer orders a service in order to ultimately port the number to another**
4 **carrier, does the carrier whose number is being ported incur costs for which it is not**
5 **compensated?**

6 **A.** No. If the customer orders the service, the customer pays the applicable retail rate
7 for the ordering and installation of the service and the monthly rate (including for any
8 minimum service period) for the service until the number is ported and the service is
9 cancelled. Therefore, the provider is fully compensated and unless it is selling the service
10 below cost, makes a profit. The monthly rate that both CenturyTel ILEC's charge for
11 RCF is \$18.90. In the case of CenturyTel, this would be a windfall for CenturyTel since
12 there is a three-month minimum service period. In this case, CenturyTel would bill the
13 customer for a minimum of three months even if the service were cancelled in the first
14 month.

15 Likewise when a number is ported, the new service provider pays rates to the old
16 service provider for porting the number. Thus, the old service provider is fully
17 compensated for its work in porting the number.

18 **Q. Has Socket Internet previously ordered RCF Service from CenturyTel and then**
19 **requested that Socket Telecom port the number?**

20 **A.** Yes. In late October, 2006, Socket Internet purchased 39 RCF Service
21 arrangements from CenturyTel. After those services were provisioned, Socket Internet
22 elected to change service providers. To do that, it requested that Socket Telecom port

1 those numbers and add them to its service from Socket Telecom. Socket Telecom
2 submitted the necessary port orders to CenturyTel. CenturyTel initially completed the
3 number port orders as requested. On October 31, 2006, CenturyTel suddenly began
4 refusing to process these number port orders for Socket Telecom, contending that it was
5 not required to port numbers unless Socket Telecom demonstrated that it had facilities or
6 numbering resources in an exchange⁷. In the end and after a several month delay,
7 CenturyTel worked all of Socket Telecom's pending number port orders, including those
8 associated with Remote Call Forward numbers as Socket's numbering resources became
9 effective in the Local Exchange Routing Guide. Until the number port orders were
10 completed, Socket Internet continued to pay CenturyTel's rate of \$18.90 per month for
11 RCF Service.

12 **Q. At that time, did CenturyTel assert any violation of its tariff or concern about**
13 **overloading the network by providing RCF Service to Socket Internet?**

14 **A.** No.

15 **Q. Has CenturyTel subsequently asserted that the previously ported RCF Service**
16 **numbers have overloaded its network?**

17 **A.** No.

18 **Q. What does that lead you to conclude?**

⁷ CenturyTel's sole basis for this action was a sentence in the FCC's Intermodal Number Portability Order stating, "Under the guidelines developed by the NANC, porting between LECs was limited to carriers with facilities or numbering resources in the same rate center to accommodate technical limitations associated with the proper rating of wireline calls. [footnote omitted]". Rather than bring this dispute to the Commission, Socket dealt with the delay while it obtained numbering resources in each CenturyTel/Spectra exchange. As numbers for a particular exchange became effective in the LERG, CenturyTel would process any pending orders for that exchange.

1 **A.** CenturyTel is inventing reasons out of thin air to prevent Socket Internet from
2 obtaining the phone numbers in NPA-NXX blocks that are most familiar to CenturyTel
3 subscribers in these exchanges. Looking back, CenturyTel first tried to stop this from
4 happening by taking a single sentence from the FCC's Intermodal Number Portability
5 Order and refusing to port numbers for Socket Telecom. When that barrier failed
6 because Socket Telecom obtained numbering resources in CenturyTel's exchanges,
7 CenturyTel scrambled to find other ways. The next step was filing tariffs to grandfather
8 its current RCF Services. When Socket Internet placed an order for RCF Service prior to
9 the effective date of the tariff, CenturyTel then claimed Socket Internet's request violated
10 its tariff and refused to fulfill the pending orders. At first, it claimed Socket Internet's
11 order was inconsistent with two provisions of its tariff. Later, it added a third as
12 discussed above.

13 **Q. Did Socket Telecom place any resale orders for Remote Call Forward Service?**

14 **A.** Yes. At the request of Socket Internet, Socket Telecom placed a resale order with
15 CenturyTel to resell RCF Service on February 13, 2007 for the Ashland exchange. That
16 order was not completed and instead it was placed into "Unworkable" status. The
17 following explanation was provided, "Per Carrier Relations, request for rcf lines is
18 denied....Please contact Joey Bales with any other questions." When I contacted Joey
19 Bales for an explanation, I was provided with a copy of the e-mail originally sent on
20 February 12, 2007 (schedule MK-1).⁸

⁸ See Schedule MK-3 for a copy of the email exchanged between me and Mr. Bales.

1 On February 14, 2007, Socket Telecom placed another order to resell RCF for
2 another Socket customer; Boyce & Bynum Laboratories. That order was completed on
3 February 19, 2007.⁹

4 The fact that they completed this order, as they should, demonstrates that
5 CenturyTel's claim that it could not work Socket Internet's original orders because of the
6 pending tariffs to grandfather the RCF Service was baseless. It also shows that it is
7 applying its policy of not provisioning RCF Service in a discriminatory fashion by
8 applying it only to orders from a single company. It is important to remember that
9 Socket Internet competes against CenturyTel's Internet service provider affiliates. If
10 customers are hesitant to place calls to Socket Internet because they do not recognize the
11 number as being local, those customers may be more likely to purchase services from
12 CenturyTel's Internet Service Provider. This obviously makes the CenturyTel family of
13 companies better off.

14 **Q. Does CenturyTel have the right to refuse to provision Socket Telecom's orders to**
15 **resell RCF Service or to selectively refuse to provision Socket Telecom's resale**
16 **orders?**

17 **A.** No. Socket Telecom is permitted to resell all retail telecommunications services,
18 including Remote Call Forward Service. Based upon the fact that CenturyTel did
19 complete one resale order, I presume that CenturyTel does not contest this.

20 **Q. Is there any prohibition against Socket Telecom providing telecommunications**
21 **services its affiliate, Socket Internet?**

⁹ See Schedule MK-4 for "complete" status report received by Socket Telecom via internet from CenturyTel.

1 **A.** No. Likewise, there is no prohibition against CenturyTel providing
2 telecommunications services to its Internet service provider affiliate as it does today.

3 **Q. What specific relief are you seeking from the Commission?**

4 **A.** The Commission should order CenturyTel to meet all pending orders for RCF
5 service before it considers allowing CenturyTel to grandfather that service. The
6 Commission should not allow CenturyTel to disregard its tariffs in anticipation of a
7 change being effective down the road. Socket Internet made business plans based on the
8 tariffs that were (and remain) in effect and is entitled to obtain the service.

9 **Q. Ignoring the dispute about the pending orders, do you believe CenturyTel's tariff**
10 **should be approved?**

11 **A.** From a public policy perspective, I think it is contrary to the public interest to
12 permit CenturyTel to cease providing Remote Call Forward service. RCF Service is a
13 service that provides a convenience to CenturyTel's Missouri residential and business
14 customers. In some cases, it could actually be a hardship if this service is not provided.
15 Both Southwestern Bell Telephone L.P. d/b/a AT&T Missouri and Embarq Missouri
16 offer RCF Services to their customers. Given that, CenturyTel should be required to
17 provide a very compelling reason that it should be permitted to grandfather its current
18 RCF Services.

19 This is a service that customers can use in emergency and disaster situations to
20 forward calls placed to a location affected by a disaster to another location that is not
21 affected by the disaster. For example, if a banking company has a location that is
22 damaged by a tornado, it can purchase the RCF Service, which will forward calls placed

1 to the damaged location to another location that is not affected by the tornado. This lets
2 the banking company maintain some degree of operations until it can recover from the
3 disaster. It also permits telephone subscribers trying to reach that bank to dial the local
4 number that is most likely the one in the phone book and the one they know to use to
5 reach their bank. AT&T Missouri has previously offered discounts on its call forwarding
6 services in disaster situations¹⁰.

7 This is also a service that is useful in non-disaster situations. Business customers
8 can purchase this service when they want customers in one local calling area to be able to
9 place locally dialed calls to reach an office in another location just as Socket Internet
10 sought to do. For example, a small business with a location in Centralia can purchase the
11 RCF Service with a number that is local to the Columbia exchange. This allows other
12 phone subscribers in the Columbia exchange to place locally dialed calls to reach the
13 business' location in Centralia. This lets the Columbia subscribers avoid toll charges
14 when calling the business in Centralia. It also lets the business appear to have a local
15 presence in Columbia, which is something that the use of a 1-800 number would not do.
16 To some businesses, that is very important.

17 Given the usefulness of the service, it seems contrary to the public interest to
18 permit an incumbent provider of telecommunications services to take away options for
19 Missouri consumers and businesses. In an era when service offerings and customer

¹⁰ Case No. IO-2003-0475 [Tariff sheet of Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, designed to provide an emergency promotion to be offered to customers affected by the recent tornadoes (General Exchange Tariff, P.S.C. Mo. No.-37, Section 47)] - Order Approving Tariffs. Updated 5/7/03
<http://www.psc.mo.gov/orders/2003/05063475.htm> See [Schedule MK-5](#) for a copy of this order.

1 choice are supposed to be expanding, CenturyTel's proposed filing moves in the opposite
2 direction and removes service availability from new and existing customers.

3 **Q. Are Schedules MK-1 to MK-4 business records of Socket Telecom and Socket**
4 **Internet?**

5 A. Yes, these are business records prepared/received and kept in the regular course of
6 business by Socket Telecom and Socket Internet, respectively, at or near the time of the
7 act, condition or event described therein.

8 **Q. Does that conclude your direct testimony?**

9 A. Yes.