

Exhibit No.:

Issue(s): Article V: Interconnection and
Inter-carrier Compensation, Issues ; Article
XII: Number Portability; and Article XIII:
OSS

Witness: Guy E. Miller, III

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

GUY E. MILLER, III

ON BEHALF OF

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

CASE NO. TO-2006-0299

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

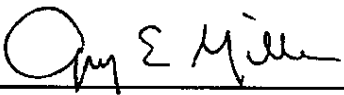
STATE OF LOUISIANA

PARISH OF OUACHITA

AFFIDAVIT OF GUY E. MILLER

I, Guy E. Miller, of lawful age and being duly sworn, state:

1. My name is Guy E. Miller. I am presently Director - Carrier Relations Strategy and Policy for CenturyTel Service Group, LLP.
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.

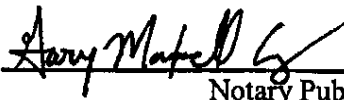


Guy E. Miller

Subscribed and sworn to before this 5TH day of April, 2006.



My Commission expires: AT DEATH



Notary Public

Gary Maxwell Cox
Louisiana Bar Roll No. 27419
Notary Public, Ouachita Parish, Louisiana
My Commission is for Life
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**REBUTTAL TESTIMONY OF
GUY E. MILLER, III
ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA
COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

O. PLEASE STATE YOUR NAME

A. Guy E. Miller, III.

Q. ARE YOU THE SAME GUY E. MILLER WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes.

I.
PURPOSE OF REBUTTAL TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. In my direct testimony, I discussed certain disputes between the parties relating to interconnection, intercarrier compensation, number portability, and OSS, demonstrating how CenturyTel's proposals best serve the regulatory and economic interests underlying the FTA, including the development of facilities-based competition. In the course of discussing those disputes between the parties, I also explained why Socket's proposals were inappropriate and why its undue reliance on AT&T Missouri terms and conditions is improper and should not inform the Commission's decision-making here. In my rebuttal, I will again address certain disputed issues between the parties concerning interconnection (Article V), intercarrier compensation (Article V), OSS (Article XIII) and number portability (Article XII),

1 specifically rebutting Socket's assertions on these issues. As I discuss the disputes, I will
2 explain why the Commission should adopt CenturyTel's reasonable proposals that are
3 consistent with the FTA and its underlying goals, show that Socket's testimony is in many
4 respects disingenuous, frequently incorrect as to the facts and misleading, and demonstrate
5 that the proper allocation of responsibility, financial and otherwise, between the parties
6 dictates adoption of CenturyTel's proposed language.

7 **Q. HOW IS YOUR TESTIMONY ORGANIZED?**

8 A. In an effort to help correlate my rebuttal testimony to my direct testimony, I will generally
9 address the parties' disputes in the same order as I did on direct. The majority of Socket's
10 testimony on the issues that I address comes from Mr. Kohly. I will frequently reference Mr.
11 Kohly and will also speak generically of Socket testimony, which the Commission may
12 understand to refer to Mr. Kohly's testimony. When I reference testimony from other Socket
13 witnesses, such as Mr. Turner or Mr. Bruemmer, I will refer to those witnesses by name.

14 **Q. ARE YOU ATTACHING ANY SCHEDULES TO YOUR REBUTTAL TESTIMONY?**

15 A. Yes, I am. The following schedules accompany my testimony:

- 16 • Schedule GEM-1: Missouri Relative Density Map
- 17 • Schedule GEM-2: Nationwide Relative Density Map
- 18 • Schedule GEM-3: VOIP Architecture Demonstrative Slides

1 **Q. BEFORE TURNING TO THE SPECIFIC ISSUES IN DISPUTE, DO YOU HAVE**
2 **ANY GENERAL OBSERVATIONS ABOUT SOCKET'S DIRECT TESTIMONY?**

3 A. Yes, I do. In reviewing Socket's direct testimony, I notice a number of factual inaccuracies
4 and misleading assertions. While I will not comprehensively catalog them here, several in
5 particular are worth noting at this point. Among other things, for example, Socket presents a
6 highly selective and distorted picture of negotiations in an apparent attempt to cast
7 CenturyTel in a bad light. I will endeavor to set the record straight in that regard
8 momentarily. First, though, I would like to address Socket's effort to treat CenturyTel of
9 Missouri, LLC and Spectra Communications Group, LLC as a single entity, notwithstanding
10 their clear distinction. To that end, Socket testifies that I sent an e-mail on August 5, 2005
11 representing "that a single agreement would cover both CenturyTel – Missouri and
12 CenturyTel – Spectra." (Kohly Direct at 5). That is not true. Notably, in his testimony, Mr.
13 Kohly only reproduces the first sentence of that e-mail, which notes that CenturyTel is
14 pleased to work with Socket on a new agreement. Socket does not, however, provide the
15 Commission with the full context of the email. The reason for that omission is
16 understandable; the context undermines Socket's assertion. Precisely to the contrary of the
17 impression created by Socket's testimony, Mr. Kohly inquired about entering into one
18 agreement for both companies. In response, I unequivocally told him no. In an email from
19 Mr. Kohly on August 2, 2005, he made the following statements: " If you confirm that
20 CenturyTel wishes to proceed with negotiating a new agreement, Socket also wants to
21 expand these negotiations to include establishing an interconnection agreement with Spectra

1 Communications Group, LLC. Socket does not have preference as whether there would be
2 one agreement covering both companies or separate agreements with each company, with
3 each having the same rates, terms, and conditions.”

4 What Socket excluded from its quotation of my August 5 response was the following
5 statement: “Regarding agreements for CenturyTel of Missouri and for Spectra
6 Communications- Unless Socket takes any positions that may be technically or economically
7 possible in one but not the other, CenturyTel of Missouri and Socket could negotiate an
8 agreement and then,

9 a) assuming Spectra would take the same positions as CenturyTel of Missouri, and

10 b) assuming Socket takes the same positions as it did earlier with CenturyTel of
11 Missouri,

12 an agreement between Spectra and Socket could be worked out in fairly short order.”

13 Importantly, as I informed Socket almost eight months ago, there may be technical or
14 economic differences between CenturyTel of Missouri and Spectra Communications, as well
15 as possible differences as to their respective positions on specific agreement terms. For
16 example, each company has a different state avoided cost discount for resold services. As a
17 result, I noted that separate agreements would be required (*i.e.*, “an agreement between
18 Spectra and Socket could be worked out in fairly short order”). That the parties could likely
19 arrive at an agreement between Socket and Spectra quickly does not imply that one
20 agreement can cover both CenturyTel of Missouri and Spectra Communications. Socket’s

1 claim that CenturyTel “represented that a single agreement would cover both” is, therefore,
2 factually incorrect. (Kohly Direct at 5 line 2)

3 **Q. ARE YOU AWARE OF ANY OTHER RELEVANT FACTS PERTAINING TO THIS**
4 **ISSUE OF SEPARATE AGREEMENTS FOR CENTURYTEL OF MISSOURI AND**
5 **SPECTRA COMMUNICATIONS?**

6 A. Yes. I am aware of a prior petition by Socket attempting to make Spectra a party to the
7 Verizon-AT&T agreement that was adopted by Socket and inherited by CenturyTel of
8 Missouri. The Commission, however, issued an order on December 14, 2004 (CO-2005-
9 0066) denying Socket’s claim that Spectra should be included in the existing agreement with
10 CenturyTel of Missouri. This Commission determination is consistent with the
11 representations that I made to Socket in August of 2005.

12 **Q. SOCKET STATES THAT AT THE OPERATIONAL LEVEL, THERE IS NO**
13 **DISTINCTION BETWEEN SPECTRA COMMUNICATIONS AND CENTURYTEL**
14 **OF MISSOURI AS THE TWO COMPANIES ARE RUN AS A SINGLE ENTITY**
15 **(KOHLY DIRECT AT 4:19). IS THIS TRUE?**

16 A. No. I find it remarkable that Mr. Kohly purports to know how the two companies are run
17 operationally since he is not employed or contracted by either. His testimony that CenturyTel
18 Service Group, another subsidiary of CenturyTel, Inc., provides management, accounting,
19 customer service, and billing services for CenturyTel’s operating entities is meaningless. For
20 example, CenturyTel Service Group also provides billing services for AT&T, MCI (Verizon)
21 and a host of other carriers. Verizon provides management and presumably a lot more for
22 the CLEC operations of MCI Metro, Brooks Fiber, Intermedia and MFS in addition to ILEC

1 operations. Time Warner, Inc. provides management and presumably a lot more for
2 America Online, Time Inc., Time Warner Cable, Home Box Office, New Line Cinema,
3 Turner Broadcasting System and Warner Brothers. The fact that separate companies or even
4 affiliated companies find it economically beneficial to contract services from a common
5 source does not mean the separate companies should be treated as a single entity. In fact,
6 there are significant differences between Spectra Communications and CenturyTel of
7 Missouri that prevent them from being run as a single entity: Spectra operates under
8 Interstate-Rate of Return regulations whereas CenturyTel of Missouri operates under
9 Interstate-Price Cap regulations; Spectra receives USF-High Cost Loop Support pursuant to
10 its status as a rural company; CenturyTel of Missouri receives USF-High Cost Loop Support
11 quite differently as this company includes two non-rural study areas. Without even
12 addressing the many and varied other differences, these differing regulatory classifications
13 alone illustrate why the two companies do not operate as a single entity.

14 **Q. SOCKET CASTS A NUMBER OF ASPERSIONS ON CENTURYTEL IN THE**
15 **CONTEXT OF NEGOTIATIONS, ALLEGING THAT CENTURYTEL WAS NOT**
16 **RESPONSIVE AND WAS THE CAUSE OF MUCH DELAY. (KOHLY DIRECT AT**
17 **11-12). IS THIS A CORRECT CHARACTERIZATION OF THE EVENTS?**

18 **A.** No, it isn't. There were, in fact, several exchanges of information between the parties
19 between March 24 and July 27, CenturyTel endeavored to be responsive and timely to
20 Socket, and Socket was responsible for as much, if not more, of the delay. For example,
21 because Socket's regular CenturyTel Carrier Relations contact was unable to address
22 Socket's needs at this time due to in-progress commitments to several other CLECs, I agreed

1 to work directly with Socket on an interim basis. Socket's direct testimony does not
2 accurately reflect the timing and substance of the responses. The following outline
3 represents how negotiations proceeded:

- 4 - Socket submitted its amendment request on March 24, 2005.
- 5 - I provided a substantive response to Socket's initial amendment proposal on
6 April 22nd. During that intervening four weeks, as was communicated to Socket
7 both by e-mail and verbally at that time, CenturyTel had a valid need for time to
8 review complicated terms in light of in-progress commitments to other CLECs
9 and for already scheduled spring vacation unavailability on CenturyTel's part.
10 The feedback I provided on April 22nd included revisions that needed to be made
11 to bring the amendment in compliance with the actual TRRO changes of law.
- 12 - On April 25th, Mr. Kohly and I discussed my substantive response to Socket's
13 proposal. Mr. Kohly agreed to revise his amendment.
- 14 - Although dated May 25, I did not receive Socket's revised amendment until
15 June 6, over six weeks from the time I had provided feedback to him on the first
16 submission. I noted this dating discrepancy in my reply to Socket.
- 17 - I acknowledged receipt of Socket's revision on June 6, the same day that it
18 arrived, but indicated that upon review, there were still some issues that the
19 parties need to address.
- 20 - On June 8, Mr. Kohly thanked me for my response and we thereafter had
21 some further verbal discussion regarding the amendment and bringing it into an

1 accurate reflection of the TRRO changes of law.

2 - Thereafter, Mr. Kohly submitted another revision on July 27, almost seven
3 weeks after we first discussed the revisions needed.

4 - I promptly reviewed this revision and responded to Mr. Kohly two days later
5 on July 29.

6 This timeline reveals that CenturyTel was responsive to Socket's request to amend its
7 existing interconnection agreement and did not unduly delay the matter, contrary to Socket's
8 inaccurate assertions. (Kohly Direct at 11)

9 **Q. SOCKET CLAIMS THAT YOU SENT A LETTER "INDICATING THAT**
10 **CENTURYTEL HAD DECIDED TO TERMINATE THE INTERCONNECTION**
11 **AGREEMENT WITH SOCKET RATHER THAN RESPOND TO SOCKET'S**
12 **PROPOSAL REGARDING THE AMENDMENT." (KOHLY DIRECT AT 11). IS**
13 **THIS TRUE?**

14 A. No. The facts demonstrate precisely the contrary. As the timeline I set forth above quite
15 clearly illustrates, CenturyTel had already responded to Socket's proposal several times by
16 this point. Further, Socket and CenturyTel had already verbally discussed the option of
17 termination and renegotiation of the Verizon-AT&T agreement terms in advance of the
18 written termination notice in the e-mailed letter on July 29. There were several reasons for
19 terminating the Verizon-AT&T agreement, including the following:

20 - Neither CenturyTel of Missouri nor Socket were a party to the original
21 negotiations.

22 - Agreement terms were arrived at through negotiations and neither company

1 knew what one party may have given away for some concession that the other
2 party was not obligated to make.

3 - In all versions of its TRRO amendment revisions, Socket's proposed terms
4 did not accurately reflect the new changes of law.

5 - Finally, the agreement was nine years old and the terms did not reflect
6 numerous changes of law and changes to the industry that had transpired in the
7 intervening years.

8 **Q. SOCKET STATES THAT IT PROVIDED A FORMAL REQUEST TO NEGOTIATE**
9 **A NEW INTERCONNECTION AGREEMENT ON AUGUST 9, 2005 AND THAT**
10 **THE PARTIES BEGAN WEEKLY CONTRACT NEGOTIATION SESSIONS ON**
11 **SEPTEMBER 20, 2005. (KOHLY DIRECT AT 12). DID CENTURYTEL DELAY**
12 **NEGOTIATIONS FROM AUGUST 9 TO SEPTEMBER 20?**

13 A. Not at all. To the contrary, there was substantial activity during that time. More specifically,
14 the following events transpired during that month and a half:

- 15 - Socket sent its formal request to negotiate on August 9.
- 16 - Socket followed up on August 11 with numerous questions and comments
17 regarding the negotiation.
- 18 - I responded the next day, on Friday, August 12, in two separate emails, that I
19 would be reviewing the questions and comments and responding as soon as
20 possible.
- 21 - On the next business day, Monday, August 15, I provided answers and
22 comments back to Mr. Kohly and sent him a CenturyTel of Missouri non-

1 disclosure agreement (NDA) to sign and return. I had previously discussed with
2 Mr. Kohly that a negotiation between CenturyTel of Missouri and Socket would
3 take place, followed by an agreement between Spectra and Socket that could be
4 worked out in short order. For that reason, I believed that only a CenturyTel of
5 Missouri NDA was needed at that point in time.

- 6 - Socket returned the NDA on August 16 with a number of changes, including
7 changing the NDA to apply to both CenturyTel of Missouri and Spectra
8 Communications.
- 9 - After reviewing the numerous changes to the NDA, I responded back to Mr.
10 Kohly one week later, on August 23. I informed him that for the same reasons
11 previously discussed in regards to the inability to combine CenturyTel of
12 Missouri and Spectra within one agreement, we likewise could not use one NDA
13 to cover both companies. I provided two separate NDAs to Mr. Kohly, one for
14 each company, but agreed to include all of his other suggested revisions with
15 little to no modification.
- 16 - Mr. Kohly returned the two signed NDAs two weeks later on September 6.

17 I did not continue in my interim role directly working with Socket after this point.

1 **Q. BASED ON YOUR INVOLVEMENT IN INITIAL NEGOTIATIONS WITH**
2 **SOCKET, DO YOU THINK SOCKET'S DIRECT TESTIMONY ACCURATELY**
3 **REFLECTS THE CONDUCT OF DISCUSSIONS BETWEEN THE PARTIES?**

4 A. No, I don't. Socket has not presented all the facts and leaves the inappropriate impression
5 that CenturyTel was dilatory and unwilling to deal with Socket's request. As I show above,
6 that is, quite simply, not true.

7 **II.**
8 **ARTICLE V DISPUTED ISSUES**

9 **ISSUE 5 (A) - What methods and procedures should be included in the**
10 **ICA to ensure interconnection arrangements are established and**
11 **augmented efficiently?**

12 **Q. WOULD YOU PLEASE REMIND THE COMMISSION WHAT THE PARTIES'**
13 **DISPUTE IS ON THIS ISSUE?**

14 A. Certainly. As I explained at length in my direct (Miller Direct at 6-24), this issue is basically
15 about Socket's attempt to impose onerous obligations on CenturyTel relating to engineering
16 work to be performed, information to be disclosed, and facilities to be provided in the
17 context of requests for interconnection. Socket asserts that its "goal is to make the process
18 proceed as smoothly as possible." (Kohly Direct at 54). Not so, at least not according to its
19 proposed contract language, which instead would subject CenturyTel to substantially greater
20 obligations, would require it to provide Socket much that is not required, and would, at least
21 with respect to the provision of trunk facilities and sizing, give Socket control over the
22 management and operation of CenturyTel's network. Socket, in short, demands too much.

1 **A. REQUIRING DEDICATED PERSONNEL IS INAPPROPRIATE**
2 **(SECTION 2.1).**

3 **Q. PLEASE SUMMARIZE THE DISPUTE IN SECTION 2.1.**

4 A. Socket's proposed contract language in Section 2.1 effectively seeks unbundled access to
5 CenturyTel's workforce. While Socket characterizes its demands as simply seeking access to
6 a knowledgeable point of contact (Kohly Direct at 54-55), its proposed language goes much
7 farther, to the point of imposing onerous unbundled workforce requirements. (See Miller
8 Direct at 6-12). Socket's proposed contract language is unreasonable.

9 **Q. IN HIS DIRECT TESTIMONY, MR. KOHLY STATES THAT ABSENT A**
10 **DEDICATED COORDINATOR FOR INTERCONNECTION, SOCKET WILL BE**
11 **LEFT TO DETERMINE WHICH CENTURYTEL DEPARTMENTS NEED TO BE**
12 **INVOLVED AND WILL NEED TO COORDINATE THEIR EFFORT WITHOUT**
13 **CENTURYTEL'S INVOLVEMENT IN THE PROCESS. (KOHLY DIRECT AT 54-**
14 **55) IS THIS TRUE?**

15 A. No, it is not. Mr. Kohly presents misleading conjecture as if it were fact. As I explained in
16 my direct testimony (Miller Direct at 9-10), as each project arises, CenturyTel selects
17 appropriate project personnel from an available team of subject matter experts. These
18 personnel coordinate network projects within individual areas of expertise and with an
19 escalation capability in each area to address unforeseen issues. Since CenturyTel provides
20 Socket with the list and contact information for each team member, there is no
21 "determination" to be made by Socket. Further, it is to Socket's benefit to have subject
22 matter experts to coordinate with rather than some person who is merely a conduit for routing
23 questions and answers. Socket will get answers to questions faster, more completely, and

1 more comprehensively when working directly with the subject matter expert. Unlike
2 Socket's baseless allegation of "having problems that need to be escalated" (Kohly Direct at
3 55), having a subject matter expert team is likely to result in fewer problems and fewer
4 escalations than trying to coordinate unlimited complex technical issues through one person.

5 Lastly, Socket ignores the real and telling cost to CenturyTel and its rate base of
6 dedicated coordination personnel, especially in an MFN environment. Requiring dedicated
7 personnel to Socket is not an inexpensive proposition; doing so for all CLECs that may MFN
8 into Socket's ICA unreasonably exacerbates those expenses. Socket does not—and
9 cannot—refute the existence of those costs, which by itself is sufficient reason to deny
10 Socket's demand as not in the public interest.

11 **B. SOCKET DEMANDS EXCESSIVE AND UNREASONABLE PROPRIETARY**
12 **NETWORK INFORMATION (SECTION 2.3).**

13 **Q. ACCORDING TO SOCKET'S TESTIMONY, WHAT DOES ITS PROPOSED**
14 **LANGUAGE IN SECTION 2.3 REQUIRE?**

15 A. Ignoring the overly broad and unlimited nature of its actual contract language, Mr. Kohly
16 states that Socket wants CenturyTel to provide, among other things, information about
17 whether the interconnection will require one-way or two-way trunking, whether Socket's
18 proposed POI is technically feasible, and whether CenturyTel has sufficient capacity to
19 support the requested interconnection.

1 **Q. WOULD CENTURYTEL REFUSE TO PROVIDE ANY OF THE SPECIFIC ITEMS**
2 **OF INFORMATION LISTED BY SOCKET?**

3 A. No, CenturyTel would not refuse to provide the specific information listed in Socket's
4 testimony.

5 **Q. SO WHAT IS THE HEART OF THE DISPUTE AS TO SECTION 2.3?**

6 A. As I stated in my direct testimony (Miller Direct at 12-15), Socket's proposed contract
7 language is overly broad, ambiguous, fails to specify the scope of information at issue, and
8 would impose obligations on CenturyTel far beyond anything required by the Telecom Act.
9 In its proposed section 2.3, Socket includes a very broad obligation to provide, without any
10 apparent limitation, "technical information about CenturyTel's network facilities in sufficient
11 detail to allow Socket to achieve interconnection." As written, the language implies that
12 Socket can request all manner of detailed network information, including proprietary
13 information, and unilaterally determine if the provided information is sufficient, leaving
14 CenturyTel obligated to provide further unlimited information if Socket thinks the
15 information initially provided is not sufficient. Socket's language far exceeds CenturyTel's
16 obligation under 47 CFR §§ 51.305 and 51.321, as well as the First Report and Order. In
17 addition, notwithstanding Mr. Kohly's comments in testimony (which are not reflected in the
18 contract language), the ambiguity concerning the scope of information subject to the contract
19 provision could lead to future disputes between the parties as to what information and what
20 level of detail CenturyTel is obligated to provide. Socket's network information proposal,
21 accordingly, is problematic on several levels, including: (a) unlimited in scope, (b) Socket

1 unilaterally determines whether provided information is “sufficient,” (c) language ambiguity
2 gives rise to future disputes before the Commission, and (d) Socket also ignores the
3 Part 51.305 obligation that Socket must compensate CenturyTel for efforts on Socket’s
4 behalf, just as CenturyTel bears costs for the exact same efforts done on its own behalf
5 (which alone mandates rejection of the Socket language).

6 **Q. CENTURYTEL’S PROPOSED LANGUAGE LIMITS THE PROVISION OF**
7 **SPECIFIC NETWORK INFORMATION TO NON-PROPRIETARY**
8 **INFORMATION. WHY?**

9 A. Although CenturyTel certainly recognizes its statutory obligation to provide certain network
10 information to Socket and other CLECs, that requirement, rightly so, is not without limit. As
11 such, CenturyTel drafted its proposed contract language to balance the needs of the CLEC
12 community while preserving CenturyTel’s interests in protecting information that is
13 competitively sensitive, constitutes trade secrets, or is otherwise proprietary. CLECs do not
14 need that information to compete in the market and could, in fact, misuse the information
15 because of its level of sensitivity.

16 **Q. DID SOCKET QUESTION THE CREDIBILITY OF CENTURYTEL’S PROPOSED**
17 **LIMITATION THAT THE INFORMATION PROVIDED BE NON-PROPRIETARY?**

18 A. Yes, Mr. Kohly misleadingly implies (Kohly Direct at 56-57) that the parties already
19 anticipate exchanging proprietary information regarding interconnection by referencing the
20 Article III safeguards to prevent the disclosure of proprietary information.

1 **Q. WHY IS THIS MISLEADING?**

2 A. Because Socket is attempting to take a general reference term regarding any potential
3 provision of proprietary information and claim that it specifically gives Socket the right to
4 unilaterally demand specific competitively sensitive and proprietary information from
5 CenturyTel. Socket would have this Commission believe that this unilateral “right” is
6 acceptable and “anticipated” solely because the agreement generally provides legal remedies
7 in the event that such proprietary information is disclosed or used improperly. Further,
8 contrary to Mr. Kohly’s implication, Socket ignores the fact that Article III does not require
9 that proprietary information be provided if it is not necessary to any negotiation,
10 coordination, discussion or dispute between the parties.

11 **Q. IS THERE ANY OTHER PROBLEM WITH SOCKET’S TESTIMONY ON THIS**
12 **MATTER?**

13 A. Yes. Mr. Kohly wants the Commission to believe that the FCC’s rule does not have any
14 restriction on the information to be provided regarding interconnection. (Kohly Direct at 57)
15 Socket also asserts that its “proposed language is taken straight from the FCC’s rule” and
16 “matches the rule almost exactly.” (Kohly Direct at 56) Not quite. Although Mr. Kohly
17 quotes the FCC’s discussion of this in Paragraph 205 of the First Report and Order, Socket
18 ignores critical qualifying language when using this citation to justify its proposed language.
19 The FCC’s discussion and rule do not, as Socket suggests, support a wide ranging and
20 unlimited entitlement to information. To the contrary, the FCC inherently limits the ILEC
21 obligation and Socket’s proposed language does not conform to this citation, attempting to

1 impose an obligation that does not exist. More specifically, the FCC recognized that
2 “incumbent LECs have a duty to make available to requesting carriers *general information*
3 indicating the *location and technical characteristics* of incumbent LEC network facilities.”
4 (Emphasis added.) This clarification not only limits the required information to that which is
5 general in nature but also to only the location and technical characteristics of facilities. To
6 this end, Mr. Kohly’s testimony regarding the FCC not restricting or limiting the information
7 to be provided is incorrect. While CLECs are entitled to certain network information, they
8 are not entitled to competitively sensitive and proprietary network information of the sort
9 Socket’s proposed overly broad language would cover.

10 **Q. DOES SOCKET’S TESTIMONY STATE ANY OTHER CONCERNS REGARDING**
11 **CENTURYTEL’S PROPOSED LANGUAGE IN 2.3?**

12 **A.** Yes, Mr. Kohly states that he doesn’t like requiring trunk group sizes to be mutually agreed
13 upon based upon traffic studies and availability of facilities. (Kohly Direct at 57) He alleges
14 that any contract provision that requires mutual agreement with CenturyTel is just another
15 means for CenturyTel to refuse to interconnect.

16 **Q. IS THAT A VALID CONCERN?**

17 **A.** No. Contrary to Socket’s assertion (Kohly Direct at 57), CenturyTel does not use mutual
18 agreement commitments as a veto. As I have previously testified, CenturyTel is well aware
19 of its obligation under Section 251 to provide interconnection. Given that CenturyTel is a
20 regulated carrier and its actions are subject to review by State and Federal commissions, a

1 degree of review that far exceeds that applied to Socket, to allege that CenturyTel would just
2 ignore applicable law and refuse interconnection for any reason is without merit.

3 **C. SOCKET SHOULD PROVIDE TRAFFIC FORECASTS TO ALLOW**
4 **REASONABLE NETWORK MANAGEMENT (SECTION 2.3).**

5 **Q. OTHER THAN ITS ERRONEOUS ARGUMENT ABOUT USING MUTUAL**
6 **AGREEMENT PROVISIONS AS A VETO, DOES SOCKET RAISE ANY OTHER**
7 **CONCERNS WITH CENTURYTEL'S PROPOSED SECTION 2.3?**

8 A. Yes. Socket claims that where it does not presently have any customers, there will not be any
9 traffic studies since no traffic will have been exchanged. From that, Socket essentially
10 asserts that since it does not have traffic studies, mutual agreement is not feasible.

11 **Q. IS THIS TRUE?**

12 A. No. Socket may not have traffic studies for those areas in which it does not currently
13 exchange traffic, but that is immaterial to this issue and requirement.

14 **Q. WHY?**

15 A. Of course there will be no traffic studies for a new market. That does not mean, however,
16 that Socket cannot and should not prepare a forecast of its needs for that market. Applying
17 normal business conventions and common sense, I expect that Socket would not even enter a
18 new market unless it has first assessed the potential opportunities of that market and judged
19 the market worthy of an investment of Socket's time and resources. If Socket has made such
20 an assessment, then it has a basis for forecasting the interconnection facility needs for that

1 market. As such, the parties should jointly discuss the forecast and cooperate to satisfy each
2 party's concerns.

3 **Q. SO WHY WOULD SOCKET NOT AGREE TO PROVIDE A FORECAST TO**
4 **CENTURYTEL?**

5 A. I do not know. Other carriers provide forecasts to each other on a regular basis.

6 **Q. ARE FORECASTS REQUIRED FOR THE REASONABLE OPERATION OF THE**
7 **NETWORK?**

8 A. Yes. CenturyTel can use its internal data to forecast its own needs, but unforecasted CLEC
9 traffic is a wild card that can impair the network to the detriment of all consumers. Without
10 proper forecasts from CLECs, CenturyTel cannot properly plan and provision facilities at any
11 given point or along any specific route. CLEC forecasts are even more important as order
12 volumes increase. For example, a couple years ago demand growth demonstrated that
13 CenturyTel needed additional capacity for its Branson facilities. Based on demand growth,
14 CenturyTel initiated a construction plan to add capacity to the switch. Forecasted CLEC
15 needs were included in that plan. After the construction began, however, several more
16 CLECs requested unplanned capacity all at the same time. Had CenturyTel received
17 forecasts from these CLECs, their needs would have been included in the original plan,
18 reducing provisioning delays, keeping costs down, and minimizing network problems. As it
19 was, the plan underway could not accommodate everyone's needs without substantial
20 modification and associated delay.

1 **Q. IS THE PROVISION OF A FORECAST FOR A NEW MARKET A COMMON**
2 **REQUIREMENT FOR AN INTERCONNECTING CARRIER?**

3 A. Yes, it is. As I noted in my direct testimony (Miller Direct at 3), I myself served as a CLEC
4 marketing executive for over seven years. During the course of my tenure in the CLEC
5 world, I was routinely required to provide forecasts to the ILEC for both new markets as well
6 as revised projections as needed for existing markets.

7 **Q. DID THE ILECS LEGITIMATELY DENY ADDITIONAL FACILITIES IF THOSE**
8 **FACILITIES WERE NOT JUSTIFIED BY ACTUAL TRAFFIC OR PROJECTED**
9 **TRAFFIC BASED UPON THE STEADY GROWTH OF TRAFFIC?**

10 A. Yes. That is correct.

11 **Q. SO GIVEN YOUR OWN EXPERIENCE AS A CLEC, IS IT BENEFICIAL FOR THE**
12 **CLEC TO PREPARE THE BEST POSSIBLE FORECAST, FOR BOTH PARTIES**
13 **TO DISCUSS THE CLEC'S NEEDS AND FOR FACILITIES TO ONLY BE**
14 **INSTALLED WHEN AND WHERE JUSTIFIED AND NOT ON UNSUPPORTED**
15 **DEMANDS?**

16 A. Yes. Further, I believe Socket's position on this point to be both contrary to common
17 industry practice and detrimental to CenturyTel's legitimate business needs. As Socket's own
18 witness, Mr. Turner, states, "it would be reasonable to anticipate that the interconnection
19 agreement terms and conditions associated with establishing interconnection arrangements
20 would reflect the mutually beneficial aspect of the relationship and not place an inequitable
21 burden on one party of the other." (Turner Direct at 31 line 3) Socket's position on this
22 issue clearly does not reflect a mutually beneficial aspect of the relationship and places an
23 inequitable burden upon CenturyTel. Socket continues to take contrary and conflicting

1 positions on various points in an attempt to gain advantages to which it does not have rights
2 under applicable law.

3 **Q. DOES SOCKET HAVE ANY OTHER OBJECTION TO THE PROPOSED**
4 **LANGUAGE IN SECTION 2.3?**

5 A. Yes, Socket also objects to language regarding application of an engineering charge. (Kohly
6 Direct at 57-58) Socket's asserted basis for opposing this charge, though, is misguided.
7 Socket claims that CenturyTel could attempt to refuse requested interconnection on the
8 grounds that it was not technically feasible, or delay the interconnection on the grounds that
9 there are no traffic studies to warrant the interconnection or that CenturyTel does not have
10 sufficient facilities, and then try to charge Socket an engineering fee for saying "no" to
11 Socket's interconnection request.

12 **Q. WOULD CENTURYTEL CHARGE SOCKET IF FACILITIES ARE NOT**
13 **AVAILABLE OR NOT JUSTIFIED?**

14 A. No.

15 **Q. WHEN WOULD CENTURYTEL CHARGE SOCKET AN ENGINEERING**
16 **CHARGE?**

17 A. By its terms, the engineering charge applies when Socket cancels an order for any reason.
18 Socket's allegation is not supported by a review of CenturyTel's actual language which states
19 that the engineering charge applies "if *Socket* subsequently decides not to follow through
20 with the interconnection method requested." (emphasis added) In other words, the specific

1 contract language CenturyTel proposes demonstrates the invalidity of Socket's stated
2 concern. The charge only applies, by its terms, when Socket cancels its own order.

3 **Q. IS THAT REASONABLE?**

4 A. Yes. CenturyTel invests time and resources to process and initiate provision of a Socket
5 order. If Socket later cancels its order, CenturyTel is entitled to compensation for its time
6 and effort. Tellingly, Socket does not cite any point of law or regulation to justify its
7 position.

8 **Q. IS THERE APPLICABLE LAW?**

9 A. Yes. It is my understanding that CenturyTel is entitled to compensation pursuant to Section
10 252(d)(1). Socket ignores its obligation to compensate CenturyTel for efforts on Socket's
11 behalf. The Commission should adopt CenturyTel's proposed language, which merely
12 affords cost recovery in specific instances in which CenturyTel incurs costs on Socket's
13 behalf.

14 **D. THE COMMISSION SHOULD NOT REQUIRE CENTURYTEL TO**
15 **PREPARE AND PRODUCE CONSTRUCTION PLANS TO CLECS**
16 **REGARDING ITS GOING-FORWARD NETWORK DEPLOYMENT PLANS**
17 **(SECTION 2.4).**

18 **Q. WHAT IS THE DISPUTE WITH RESPECT TO SECTION 2.4?**

19 A. The crux of this dispute Socket's attempt to impose unreasonable requirements on
20 CenturyTel beyond its obligations under the FTA. Contrary to Socket's misleading assertion,
21 the dispute is not about explaining a lack of capacity (Kohly Direct at 58-59). CenturyTel

1 does not dispute the reasonableness of providing an explanation for the lack of capacity.
2 Indeed, CenturyTel does that without question today. Moreover, CenturyTel's corresponding
3 proposed agreement language states that it will provide a detailed reason why the requested
4 capacity does not exist:

5 2.4 In the event that CenturyTel does not have the capacity to support an
6 Interconnection Arrangement requested by Socket, CenturyTel shall provide a
7 detailed explanation of the reason such capacity does not exist. Should
8 Socket wish CenturyTel to construct capacity to meet Socket's needs,
9 CenturyTel and Socket shall work together to establish a construction plan
10 and Socket shall bear all costs associated with engineering and constructing
11 such capacity.

12 So CenturyTel agrees to explain the lack of facilities and commits to construct special
13 facilities for Socket, if requested, at its cost based on a provided construction plan. But
14 Socket demands much more, including detailed information regarding spare facilities
15 reserved for CenturyTel's own use and a construction plan relating to CenturyTel's internal
16 business plan for facility deployment. Neither is reasonable.

17 Regarding the amount of capacity that CenturyTel is holding for its own use, it should
18 be noted that CenturyTel does not reserve capacity for its own use. Moreover, even
19 assuming for the sake of argument that it did, there is no obligation for CenturyTel to provide
20 this information to a competitor. The closest clarification and obligation under applicable
21 law pertains only to collocation and is found in Sec. 51.323(f) -

22 (4) An incumbent LEC may retain a limited amount of floor space for its own
23 specific future uses, provided, however, that neither the incumbent LEC nor
24 any of its affiliates may reserve space for future use on terms more favorable
25 than those that apply to other telecommunications carriers seeking to reserve

1 collocation space for their own future use;

2 (5) An incumbent LEC shall relinquish any space held for future use before
3 denying a request for virtual collocation on the grounds of space limitations,
4 unless the incumbent LEC proves to the state commission that virtual
5 collocation at that point is not technically feasible.

6 The Commission should note that for collocation, the law does not obligate CenturyTel to
7 specify the amount of capacity that it is retaining for its own use, it only states that
8 CenturyTel may not reserve space for future use on terms more favorable than those that
9 apply to other telecommunications carriers seeking to reserve collocation space for their own
10 future use. And the relinquishment requirement of reserved collocation capacity refers only
11 to accommodating virtual collocation. By its language, Socket attempts to expand applicable
12 law into obligations that do not exist and to extend law into types of interconnection to which
13 it does not apply. Instructively, Socket fails to offer any justification for this demand in its
14 direct testimony addressing section 2.4 (Kohly Direct at 58-60; Turner Direct at 30-34).

15 Likewise, CenturyTel is not obligated to create and produce a construction plan
16 detailing its plant construction business plans when it advises a CLEC that requested
17 facilities are not available. Once again, the closest clarification and obligation under
18 applicable law pertains only to collocation and is found in Sec. 51.321(h) -

19 Upon request, an incumbent LEC must submit to the requesting carrier within
20 ten days of the submission of the request a report describing in detail the
21 space that is available for collocation in a particular incumbent LEC
22 premises. This report must specify the amount of collocation space available
23 at each requested premises, the number of collocators, and any modifications
24 in the use of the space since the last report. This report must also include
25 measures that the incumbent LEC is taking to make additional space
26 available for collocation.

1 As its proposed language demonstrates, CenturyTel agrees to develop and produce a
2 construction plan should Socket actually submit an order for CenturyTel to construct
3 facilities and agree to pay for such construction. There is no obligation, however, for
4 CenturyTel to automatically construct facilities for a CLEC's use and especially not without
5 compensation pursuant to Section 252 (d)(1). Again, the closest language under law
6 regarding the construction of facilities can be found in the collocation language where it
7 states in 51.323 (f) (1) –

8 An incumbent LEC shall make space available within or on its premises to
9 requesting telecommunications carriers on a first-come, first-served basis,
10 provided, however, that the incumbent LEC shall not be required to lease or
11 construct additional space to provide for physical collocation when existing
12 space has been exhausted

13 The Commission should note that even under this applicable law for collocation, there is no
14 automatic obligation to construct facilities if none exist.

15 **Q. CAN YOU SUMMARIZE CENTURYTEL'S OBJECTION TO SOCKET'S**
16 **DEMANDS FOR A CONSTRUCTION PLAN AND INFORMATION ABOUT**
17 **FACILITIES RESERVED FOR CENTURYTEL'S OWN USE?**

18 A. Certainly. Basically, as I explained in my direct testimony and above, Socket demands that
19 to which it is not entitled. CenturyTel is not obligated to reveal the type of information
20 Socket seeks, is not required to build facilities for CLECs whenever requested unbundled
21 facilities are not available, and need not divulge its going-forward business plans to CLECs
22 regarding its network deployment plans and timetables. Socket seeks far too much.

1 **Q. WHAT ABOUT SOCKET’S DEMAND THAT CENTURYTEL PROVIDE A**
2 **REPORT TO THE MANAGER OF THE TELECOMMUNICATIONS**
3 **DEPARTMENT OF THE PSC STAFF CONSISTENT WITH § 51.305(E)?**

4 A. Yet again, Socket’s testimony is misleading and tries to imply an obligation where one does
5 not exist. Socket misleadingly asserts that its proposal is based on the ILEC requirement to
6 prove a requested interconnection is not technically feasible. (Kohly Direct at 58). That is
7 not the point. Section 51.305(e) requires that where an ILEC denies interconnection as not
8 technically feasible, the ILEC bears the burden of proof to demonstrate that interconnection
9 at the requested point is not technically feasible. In the issue at hand, however, CenturyTel is
10 not denying any interconnection for technical infeasibility reasons. Instead, the situation at
11 hand arises in those instances in which CenturyTel denies a request because facilities do not
12 exist—an event that has never occurred (*i.e.*, CenturyTel has not denied a request for lack of
13 facilities). The fact that facilities do not exist and construction would be required is not a
14 technical infeasibility issue, but rather a statement of practical fact. CLECs are only entitled
15 to accommodation by the ILEC’s existing network; if facilities do not exist, they do not exist.
16 Hence, with no technical infeasibility assertion, there is no obligation to report anything to
17 the Commission. In fact, it is misleading to even imply that CenturyTel is denying
18 interconnection. Facilities do not exist at this point in time. That is not a denial of
19 interconnection unless the ILEC subsequently refuses to construct facilities pursuant to a
20 valid order. Socket itself recognizes that “a lack of capacity does not mean the requested
21 interconnection is not technically infeasible.” (Kohly Direct at 59) On that point, Socket is
22 correct—the issue is not one of technical feasibility *per se*.

1 Only if facilities do not exist, Socket submits an order for CenturyTel to construct
2 facilities, and CenturyTel is unable to construct the facilities for some technical reason would
3 technical infeasibility be triggered. For Socket to demand that CenturyTel file a 51.305(e)
4 report in all cases where facilities do not exist and must be constructed is an attempt by
5 Socket to extend the law beyond what is required or even necessary. As I understand it,
6 Socket is entitled to interconnect with CenturyTel's existing network and is entitled to
7 unbundled access to certain portions of that existing network. It is not, however, entitled to
8 an unbuilt network that does not yet exist—but this is not a matter of technical feasibility.

9 **Q. MR. KOHLY CLAIMS THAT CENTURYTEL HAS NEVER PROVIDED ANY**
10 **SUBSTANTIATION OF ITS CLAIMS OF A LACK OF FACILITIES AND THAT HE**
11 **BELIEVES IT IS EITHER AN EXCUSE TO NOT DEAL WITH CLEC**
12 **CUSTOMERS OR THAT CENTURYTEL IS RESERVING ALL OF ITS SPARE**
13 **CAPACITY FOR ITSELF TO SERVE ITS RETAIL CUSTOMERS. (KOHLY**
14 **DIRECT AT 102) IS THIS TRUE?**

15 **A.** No. Such a claim is meritless, especially considering the economic realities of network
16 infrastructure. With its rural network and with minimal to declining demand and growth,
17 CenturyTel has no need to construct and hold the spare capacity, and more importantly every
18 economic reason not to construct and hold, unless real growing traffic justifies such a need.
19 It would not be in the public's interest for CenturyTel to incur unnecessary capacity costs that
20 must be borne by its rate base. In fact, as Wayne Davis and Marion Scott testify in their
21 rebuttal testimony, CenturyTel does not reserve any capacity for its own use. Further, given
22 that CenturyTel cannot and would not be able to prohibit competition pursuant to its
23 obligation under the FTA, if competition is going to exist anyway, CenturyTel would rather

1 get some limited revenue from unused plant to help defray operating costs rather than let it sit
2 idle and bear all the costs alone. CenturyTel reserves no capacity for its own use, primarily
3 due to its very low demand, and does not maintain significant amounts of excess capacity in
4 the network. Therefore, Socket can obtain whatever capacity that exists upon making a valid
5 request, and if no capacity exists, then capacity will need to be built. I believe that Mr.
6 Kohly's claim is unsupportable innuendo.

7 **Q. SPEAKING TO THE SITUATION IN WHICH CENTURYTEL STATES THAT**
8 **FACILITIES ARE NOT AVAILABLE, SOCKET SUGGESTS THAT CENTURYTEL**
9 **SHOULD CONSTRUCT FACILITIES. (TURNER DIRECT AT 31-33) WOULD**
10 **YOU CARE TO COMMENT?**

11 A. Yes. Initially, it is noteworthy that in the portion of the First Report and Order upon which
12 Socket relies, the FCC was discussing the requirement of "limited build-out" in a narrow
13 context. It was not speaking of a general requirement to construct facilities for ILECs, as
14 Socket's language would require. More specifically, the context for the FCC's determination
15 was those situations, like meet point arrangements, where an ILEC and a CLEC are or will be
16 mutually exchanging local traffic. That is not the issue here; instead Section 2.4 arises where
17 the facilities are requested but are not justified and do not exist. The "limited build-out" is
18 not implicated here.

19 **Q. MUST ILECS CONSTRUCT FACILITIES FOR INTERCONNECTION WITH**
20 **CLECS?**

21 A. Although I am not a lawyer, it is my understanding that ILECs are not required to construct
22 new facilities for interconnection; rather, the obligation is to make existing facilities

1 available for interconnection. In the First Report and Order, instructively, the FCC defined
2 “interconnection” as follows:

3 We conclude that the term "interconnection" under section 251(c)(2) refers
4 *only* to the physical linking of two networks for the mutual exchange of
5 traffic. Including the *transport and termination* of traffic within the meaning
6 of section 251(c)(2) would result in reading out of the statute the duty of all
7 LECs to establish "reciprocal compensation arrangements for the transport
8 and termination of telecommunications," under section 251(b)(5). In
9 addition, in setting the pricing standard for section 251(c)(2) interconnection,
10 section 252(d)(1) states it applies when state commissions make
11 determinations "of the just and reasonable rate for interconnection of
12 *facilities and equipment* for purposes of subsection (c)(2) of section 251."
13 (Emphasis added.)

14 Elsewhere in the First Report and Order (¶ 198), the FCC also states:

15 We further conclude that the obligations imposed by sections 251(c)(2) and
16 251(c)(3) include modifications to incumbent LEC facilities to the extent
17 necessary to accommodate interconnection or access to network elements.

18 The FCC therefore defines interconnection as the physical linking of two networks and the
19 FCC does not impose an obligation on the incumbent LEC to construct interconnection
20 facilities, but only to accommodate the interconnection of the *facilities and equipment* of the
21 requesting carrier. This is quite different than Mr. Turner’s assertion that CenturyTel must
22 construct facilities for Socket upon request. Further, the FCC quite clearly states that there
23 should be a “just and reasonable rate for interconnection of facilities and equipment for
24 purposes of subsection (c)(2) of section 251.” The term “rate” applies equally to recurring
25 and non-recurring charges. The ILEC, of course, is entitled to recover its costs from
26 requesting CLECs.

1 **E. SOCKET’S COMPARISON OF CENTURYTEL TO OTHER CARRIERS IS**
2 **DISINGENUOUS AND IMPROPER (SECTION 2.4).**

3 **Q. SOCKET SIMILARLY STATES THAT CENTURYTEL HAS REFUSED TO**
4 **ESTABLISH INTERCONNECTION ARRANGEMENTS SEVERAL TIMES ON**
5 **THE GROUNDS THAT IT LACKED THE CAPACITY AND THAT THIS IS**
6 **SOMETHING THAT OTHER CARRIERS WITH WHOM SOCKET**
7 **INTERCONNECTS HAVE NEVER DONE. (KOHLY DIRECT AT 58) HOW DO**
8 **YOU REACT TO THIS STATEMENT?**

9 A. Socket’s innuendo and rhetoric are misleading and do not speak to the real issue. First,
10 stating that CenturyTel has ever refused interconnection is false. I’ll discuss that in a minute.
11 Second, without stating so forthrightly, Socket is once again attempting to take its
12 relationship with AT&T Missouri and improperly cast CenturyTel in the same mold. I do not
13 know whether AT&T has always had available facilities for Socket or not, but that misses the
14 point. One simply cannot compare AT&T’s and CenturyTel’s facility capabilities. Among
15 other things, AT&T primarily serves urban and suburban areas, area of high population
16 density, high demand and significant growth. See Schedule GEM-1 and GEM-2, attached
17 hereto. CenturyTel, on the other hand, serves primarily sparsely populated areas with low
18 demand and usually no growth.

19 My original testimony demonstrated how population density affects the size and
20 density of the AT&T and CenturyTel networks (Miller Direct at 78). I did so by comparing
21 the population of metro St. Louis, which approximates the combined CenturyTel access line
22 base, and spreading it out across a territory greater than the states of Missouri, Illinois and
23 Iowa combined, breaking that territory up into county and multi-county sized chunks and

1 spreading them out across almost half the states in the continental United States. With its
2 rural network and with demand and growth opposite to that of AT&T's, CenturyTel has no
3 need for the spare capacity that may be available in AT&T's network. Nor, as I earlier
4 stated, would it be in the public's interest for CenturyTel to incur unnecessary capacity costs
5 that must be borne by the rate base. Socket's insinuation that CenturyTel is gaming the
6 system, which is not supported by any facts, of course, is a frivolous attempt to justify
7 Socket's position on this issue.

8 **Q. COULD SOCKET'S AMBIGUOUS REFERENCE TO "OTHER CARRIERS"**
9 **REFER TO ANY CARRIER OTHER THAN AT&T?**

10 A. Yes, it could. I believe that Socket does business with Sprint in Missouri but the comparison
11 of Sprint to CenturyTel is very similar to that of AT&T to CenturyTel.

12 **Q. HOW SO?**

13 A. Like AT&T, Sprint differs from CenturyTel in size of the customer base, geographic density
14 of the customer base, size of the employee base, finances, economy of scale, economy of
15 scope, order volumes, systems deployed, level of automation, business strategies and
16 policies, and actual processes and procedures. For example, Sprint has three times the
17 customer base of the CenturyTel operating companies combined and serves fewer states. In
18 addition, a majority of Sprint operations are in urban or suburban areas. It would be
19 inappropriate to look at Sprint just in the context of its Missouri operation alone since it
20 clearly has capabilities in Missouri that are supported by its non-Missouri operations. As I

1 testified previously, Sprint was one of the participants in the ECIC that worked on electronic
2 OSS in the 1990s.

3 In addition, whereas CenturyTel does not own any wireless operations, Sprint, like
4 AT&T, owns one of the larger wireless businesses in the country. I am also aware of Sprint's
5 very important CLEC focus from first hand experience in CenturyTel's Carrier Relations
6 department. In addition, through that same CLEC operation, Sprint is aggressively working
7 with the cable industry on competitive VoIP deployment. So in addition to its greater
8 capabilities, with a fundamentally different business model critically focusing on different
9 business plans, Sprint is not a valid model to use for deciding agreement terms with
10 independent telephone companies like CenturyTel.

11 **Q. SINCE CENTURYTEL ACQUIRED VERIZON PROPERTIES IN MISSOURI,**
12 **WOULD IT, UNLIKE AT&T AND SPRINT, BE AN APPROPRIATE**
13 **COMPARISON?**

14 **A.** No, without evidence or analysis of comparability, the Commission should not simply
15 assume that CenturyTel and Verizon are the same, and should certainly not assume that the
16 Verizon agreement is an appropriate default mechanism. First, it is notable that Socket was
17 somehow allowed to adopt the agreement between Verizon and AT&T's CLEC operation
18 just one month prior to CenturyTel assuming Verizon's operations in Missouri. Therefore,
19 Socket never really operated with Verizon under that agreement and is hardly in a position to
20 make first hand knowledge-based claims in this proceeding. Second, regarding the
21 agreement itself, it is an antiquated agreement that bears little relevance to today's

1 telecommunications industry. After all, it is an arbitrated agreement dating back to 1997. In
2 1997, the Telecom Act was new, many facets of the Act had yet to be clarified, people were
3 shooting in the dark regarding interpretation of the Act and, even if all of the above was not
4 true, the industry has changed substantially over the last decade and the competition today
5 looks nothing like that in 1997. Provisions that may have made sense in 1997 no longer do.
6 For example, terms drafted for the ostensible mutual exchange of competitive TDM local
7 traffic in 1997 do not logically comport to the ISP-only business models, VNXX and VoIP,
8 of 2006. At the time CenturyTel acquired the Missouri properties, Verizon's own template,
9 upon which the CenturyTel agreement is based, was radically different than the 1997
10 agreement. Tellingly, while CenturyTel inherited about 73 CLEC agreements from Verizon,
11 only two other CLECs, including Socket, had adopted the AT&T agreement. Interestingly
12 enough, even AT&T itself has never conducted operations in Missouri under the terms of this
13 agreement. All other 70 CLECs that operated under Verizon agreements in Missouri were or
14 are under the more modern interconnection, UNE and/or resale terms upon which the
15 CenturyTel template was based.

16 **Q. WHY DOES THIS DISCUSSION OF AT&T, SPRINT AND VERIZON MATTER?**

17 **A.** Quite simply, because Socket repeatedly attempts to impose obligations on CenturyTel that,
18 while perhaps appropriate for AT&T, Sprint or Verizon, are not appropriate for CenturyTel.
19 The Commission should remain cognizant of the significant and serious differences between
20 the companies. Specifically with respect to this disputed issue (Article V, Issue 5(A)), for

1 example, the Commission should be skeptical of Socket arguments that rely on what "other
2 carriers" do or don't do. Unless comparability is shown, such arguments are irrelevant.

3 **Q. HAS CENTURYTEL REFUSED TO ESTABLISH INTERCONNECTION**
4 **ARRANGEMENTS ON THE GROUNDS THAT IT LACKED THE CAPACITY?**

5 A. No. Although CenturyTel has occasionally not had any spare capacity in its network to meet
6 a CLEC's unforecasted needs, especially in the Branson area where several CLECs all came
7 to CenturyTel for large chunks of capacity at the same time, I have searched the order records
8 and not found any instance of CenturyTel refusing to establish interconnection on the basis of
9 lacking capacity. Not having capacity does not mean refusing interconnection. Where a
10 CLEC has a valid need for capacity and capacity does not exist, CenturyTel has worked with
11 the CLEC to develop an implementation plan to provide capacity as it becomes available
12 through temporary alternate routing methods and through construction or equipment
13 upgrades. Providing capacity when and as it becomes available is not denying
14 interconnection, as Socket misleadingly testifies. If facilities do not exist at any given point
15 in time, this is not a denial of interconnection unless the CenturyTel subsequently refuses to
16 construct facilities pursuant to a valid order.

17 **Q. SOCKET SUGGESTS THAT IN LATE 2004 CENTURYTEL DENIED DIRECT**
18 **INTERCONNECTION IN BRANSON BECAUSE IT HAD NO NETWORK OR**
19 **COLLOCATION CAPACITY. (KOHLY DIRECT AT 3-4) IS THIS TRUE?**

20 A. No, it is not accurate to suggest that CenturyTel denied a Socket order for direct
21 interconnection in Branson. It is true that capacity in Branson was a problem at that time.

1 As I just related, several CLECs all came to CenturyTel at the same time and demanded
2 facilities and collocation. Much of this CLEC demand was unforecasted. Unfortunately, the
3 Branson switch had no available ports and the switch could not be expanded to add ports
4 until the building itself was expanded to provide additional space. In addition, CenturyTel
5 needed additional port capacity for its own increased customer demand. To that end, a
6 construction effort was already underway in 2004 and capacity was provided to all requesting
7 CLECs as it became available. Because CenturyTel was working to meet unforecasted
8 CLEC demand, as well as known CenturyTel and CLEC needs, the accommodation of all
9 capacity needs could not be met as promptly as they would have if all requesting CLECs had
10 provided timely demand forecasts. Regardless, CenturyTel provided capacity to all
11 requesting parties on a "rolling" basis until the needs were fulfilled, not giving precedence to
12 any carrier, including itself. However, CenturyTel has searched its records and has not found
13 any order or other documentation relating to an official Socket order for capacity in late
14 2004. Socket verbally inquired about Branson during a joint meeting, but it never requested
15 facilities.

16 **F. SOCKET SHOULD PAY FOR FACILITIES CONSTRUCTED AT ITS**
17 **REQUEST AND ON ITS BEHALF (SECTION 2.4).**

18 **Q. DOES SOCKET HAVE ANY OTHER OBJECTION TO CENTURYTEL'S**
19 **PROPOSED SECTION 2.4?**

20 **A.** Yes. In addition to its misleading and erroneous assertions rebutted above, Socket also
21 disagrees that it should pay for the cost of constructing facilities to provide capacity where

1 none exists. (Kohly Direct at 59-60; Turner Direct at 34) Socket misleadingly claims that
2 because the Parties have agreed to language in the agreement in which each Party is
3 financially responsible for facilities on its side of the POI, CenturyTel is placing economic
4 restrictions on Socket's ability to choose the location of the POI.

5 **Q. WHY IS THIS MISLEADING?**

6 A. CenturyTel has agreed with Socket that both Parties will bear the financial responsibility for
7 facilities on its side of the POI when facilities exist. But CenturyTel has no obligation under
8 law to construct facilities if none exist. Socket is entitled to access CenturyTel's network as
9 it exists, not as it would like the network to hypothetically exist. Therefore, CenturyTel has
10 no obligation under law to bear any cost for facilities that would be constructed solely at a
11 CLEC's unjustified request and not for any traffic or purpose of CenturyTel's. Under
12 CenturyTel's proposed contract language, it agrees to construct facilities for Socket where
13 those facilities do not already exist so long as Socket compensates CenturyTel for the costs
14 of that construction. Such simple cost recovery is eminently reasonable.

1 **G. BECAUSE OF THE WIDE RANGING AND SIGNIFICANT IMPACTS ON**
2 **THE NETWORK OF UNDER UTILIZATION OF FACILITIES, THE**
3 **PARTIES SHOULD HOLD A JOINT MEETING TO DISCUSS FACILITIES**
4 **REQUESTS WHERE TRUNK FACILITIES ARE BEING UNDERUTILIZED**
5 **(SECTION 2.5).**

6 **Q. IN ADDRESSING SECTION 2.5, MR. TURNER COMMENTS THAT “SOCKET**
7 **TELECOM NEEDS TO KNOW THAT CENTURYTEL WILL RESPOND TO A**
8 **REQUEST FOR INTERCONNECTION FACILITIES IN THAT A SINGLE**
9 **CUSTOMER CAN BE SUFFICIENTLY LARGE THAT ADDITIONAL**
10 **INTERCONNECTION FACILITIES ARE REQUIRED. SOCKET TELECOM**
11 **SIMPLY NEEDS CENTURYTEL TO ACKNOWLEDGE THIS REALITY WHEN**
12 **EVALUATING INTERCONNECTION FACILITY REQUESTS.” (TURNER**
13 **DIRECT AT 35) IS THIS A PROBLEM?**

14 **A. No. Intentionally or not, Socket ignores the real dispute and presents its position in a**
15 misleading manner. (Kohly Direct at 60; Turner direct at 35) The issue here is not whether a
16 single customer’s request may require additional facilities. Of course it may. The real
17 dispute concerns under utilization of facilities and how best to manage the network. As I
18 stated in my direct testimony (Miller Direct at 24), CenturyTel’s proposed language provides
19 for the parties to collaboratively work together with respect to the provisioning and
20 deployment of appropriate facilities. As I further relate in my issue 12 testimony, the parties
21 should meet and agree on trunking, forecasting of traffic, availability of facilities, and other
22 requirements. CenturyTel understands that unforecasted, unique situations may arise. But
23 before requiring the deployment or provisioning of facilities, the parties should work
24 cooperatively together to assess the network situation and provide for the correct solution to
25 resolve the end user’s requirements in the most effective and efficient manner.

1 **Q. SOCKET ALSO ARGUES THAT CENTURYTEL SHOULD NOT “BE ABLE TO**
2 **UNILATERALLY HOLD HOSTAGE THE DEPLOYMENT OF**
3 **INTERCONNECTION FACILITIES IF CENTURYTEL BELIEVES THAT AT**
4 **SOME POINT IN ITS NETWORK THERE ARE FACILITIES THAT ARE BEING**
5 **UNDERUTILIZED BY SOCKET TELECOM.” (TURNER DIRECT AT 36) DO**
6 **YOU FIND THIS INFLAMMATORY RHETORIC APPROPRIATE?**

7 A. Absolutely not. Socket errs substantively in its argument and, to its discredit, separately errs
8 in its inappropriate use of inflammatory rhetoric. CenturyTel is obviously not proposing
9 contract language that will hold anything hostage. To the contrary, as I explain above and in
10 some detail in my direct testimony (Miller Direct at 17-24), CenturyTel simply proposes
11 language indicating that before facilities are provisioned where under utilization concerns
12 exist, the parties will get together to jointly discuss the facilities in an effort to address the
13 parties needs and concerns.

14 **H. SOCKET SHOULD NOT ASSUME CONTROL OVER THE MANAGEMENT**
15 **OF CENTURYTEL’S NETWORK (SECTION 2.6.1).**

16 **Q. PLEASE SUMMARIZE THE PARTIES’ DISPUTE.**

17 A. Similar to the discussion above, this dispute concerns Socket’s attempt to obtain unilateral
18 control over the management and ordering of CenturyTel’s network facilities. Socket’s
19 proposed language would vest it with unilateral administrative and order control over “all
20 trunk groups” CenturyTel provisions for Socket. That level of CLEC control over
21 CenturyTel’s network operations and management, especially when combined with Socket’s
22 adamant refusal to jointly coordinate on traffic forecasts and trunk sizing, is unreasonable.

1 **Q. IS SOCKET’S DEMAND FOR UNILATERAL ADMINISTRATIVE AND ORDER**
2 **CONTROL (E.G., DETERMINATION OF TRUNK SIZES) OVER OF ALL TRUNKS**
3 **GROUPS PROVISIONED BETWEEN SOCKET AND CENTURYTEL**
4 **REASONABLE?**

5 A. No. As I note above, it is patently unreasonable for a CLEC to obtain this level of unilateral
6 control over the ILEC’s network, which must be maintained and operated to service the
7 ILEC’s end users and other CLECs. To preserve its appropriate interests in that regard,
8 CenturyTel’s proposed language provides Socket administrative control over trunk sizing,
9 subject to the joint coordination provisions discussed above, as long as Socket’s
10 determination “does not require CenturyTel to redesign its network configuration.” Not
11 surprisingly, Socket fails to present any argument contesting the propriety of this
12 qualification. (Kohly Direct at 61) Further, in making its demands, Socket ignores the
13 relevant FCC finding in paragraph 203 of the First Report and Order:

14 We also conclude, however, that legitimate threats to network reliability and
15 security must be considered in evaluating the technical feasibility of
16 interconnection or access to incumbent LEC networks. Negative network
17 reliability effects are necessarily contrary to a finding of technical feasibility.
18 Each carrier must be able to retain responsibility for the management, control,
19 and performance of its own network.

20 It is clear that the FCC intend for administrative and order control over the facilities to
21 remain with the LEC that owns those facilities. Socket does, of course, have control over its
22 own facilities that are used for interconnection.

1 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS DISPUTE?**

2 A. Looking at the incorrect and misleading testimony that has been provided by Socket vis-à-vis
3 CenturyTel's testimony that is consistent with its statutory and regulatory obligations, as well
4 as critical operational concerns, both here and in my direct (Miller Direct at 6-24), it becomes
5 readily apparent that the Commission should adopt CenturyTel's proposed contract language
6 and reject Socket's demands.

7 **ISSUE 8: Which Party's language should be adopted regarding indirect**
8 **interconnection?**

9 **Q. WHAT IS THE PARTIES' DISPUTE REGARDING INDIRECT**
10 **INTERCONNECTION?**

11 A. While CenturyTel generally acknowledges the propriety of indirect interconnection between
12 the parties, as I explained in my direct testimony the dispute arises from Socket's demand for
13 the unilateral ability to select indirect interconnection without any limitation or condition
14 (Miller Direct at 27-31).

15 **Q. DOES CENTURYTEL OPPOSE INDIRECT INTERCONNECTION?**

16 A. No. To the contrary, CenturyTel actually favors indirect interconnection within reason
17 (Miller Direct at 29-30). Although indirect interconnection is appropriate in a number of
18 circumstances, however, sometimes direct interconnection is warranted and the contract
19 language should not allow one party, as Socket proposes, to absolutely dictate the terms of
20 indirect interconnection and preclude the establishment of direct interconnection when traffic
21 volumes justify it.

1 **Q. WHAT DOES SOCKET SAY IN TESTIMONY REGARDING INDIRECT**
2 **INTERCONNECTION?**

3 A. Socket would like the Commission to believe that CenturyTel's language imposes unlawful
4 restrictions on indirect interconnection by requiring mutual agreement and limiting indirect
5 interconnection only to de minimis amounts of Local Traffic. (Kohly Direct at 61-62)

6 **Q. IS THIS AN ACCURATE CHARACTERIZATION?**

7 A. No, Socket mischaracterizes CenturyTel's position. CenturyTel recognizes that the CLECs
8 may choose direct or indirect interconnection under the Act. Instead of precluding indirect
9 interconnection, however, CenturyTel's proposal simply follows the industry norm and
10 provides for direct interconnection when it is to both parties' economic advantage to do so.
11 Despite Socket's assertion that limiting indirect interconnection only to de minimis amounts
12 of Local Traffic is somehow unlawful, the FCC and the competitive industry both recognize
13 that indirect interconnection is reasonable only for de minimis traffic. In its NPRM on
14 Intercarrier Compensation (released March 3, 2005), the FCC states:

15 126. Moreover, it appears that indirect interconnection via a transit service
16 provider is an efficient way to interconnect when carriers *do not exchange*
17 *significant amounts of traffic*. Competitive LECs and CMRS carriers claim
18 that indirect interconnection via the incumbent LEC is an efficient form of
19 interconnection *where traffic levels do not justify establishing costly direct*
20 *connections*. (Emphasis added.)

21 **Q. DOES THE INDUSTRY NORM PROVIDE FOR DIRECT INTERCONNECTION AT**
22 **A REASONABLE LEVEL OF TRAFFIC?**

23 A. Yes. I am not aware of any current indirect traffic exchange between CenturyTel and a
24 CLEC that exceeds a level that could more economically be handled through direct

1 interconnection. Nor do I recall any agreement that I had as a CLEC that did not contain
2 such a provision. Based on my experience, parties in the industry recognize that at a certain
3 level it is more economically efficient to establish direct interconnection between the parties.
4 Whereas CenturyTel's proposed contract language recognizes this principle, Socket would
5 retain unilateral authority to preclude direct interconnection.

6 **Q. WHY WOULD SOCKET REQUIRE INDIRECT RATHER THAN DIRECT**
7 **CONNECTION?**

8 A. As I previously testified (Miller Direct at 28-30), a CLEC would not generally desire indirect
9 interconnection if its own traffic is at a DS-1 level or greater. Simple cost economics dictate
10 that decision. In other words, once a CLEC is billed transiting fees at an amount that exceeds
11 its cost of a DS-1 direct connection, that CLEC would transition to such a direct connection
12 to keep its costs down. Typically when a CLEC refuses direct connection it is because the
13 CLEC's share of the traffic is low enough that the CLEC does not want to incur any costs for
14 its share of a direct interconnection. This occurs primarily with ISPs that claim CLEC status
15 or with CLECs that only serve ISPS. In such a case, the traffic is one-way from the ILEC to
16 the CLEC so the CLEC has no economic incentive to implement direct interconnection and
17 every competitive incentive to force the ILEC to incur unnecessary costs.

18 Socket's proposed language in Section 7.1 would give it the unilateral ability to
19 refuse direct connection even when such an approach would make economic sense for
20 CenturyTel and when CenturyTel is willing to bear those costs. For that reason alone, it
21 should be rejected because of the significant potential of subverting CenturyTel's

1 management and operation of its network in an economically sound manner and because,
2 among other reasons, it improperly shifts costs to CenturyTel that should remain with Socket.

3 A prior study of a similar type of CLEC showed a potential of almost a half million dollars
4 per year in transiting costs to CenturyTel for each LATA-wide indirect connection to a single
5 ISP-CLEC. Imposing this level of unnecessary costs upon the rate-paying base is not in the
6 public interest. Rather than opposing indirect interconnection as Socket asserts, CenturyTel
7 merely wants to retain the ability to establish direct interconnection when it becomes
8 appropriate to do so. Socket should not retain the unilateral authority to effectively veto a
9 direct interconnection arrangement. In short, Socket's position is anticompetitive and
10 CenturyTel's proposed language is not only consistent with the law, but also best serves
11 public policy and economic considerations.

12 **Q. SOCKET ASSERTS THAT CENTURYTEL'S PROPOSED REQUIREMENTS TO**
13 **CONVERT TO A DIRECT CONNECTION WHEN TRAFFIC EXCEEDS A DS-1 IS**
14 **CONTRARY TO THE REQUIREMENTS OF THE MCA PLAN. (KOHLY AT 63) IS**
15 **THAT TRUE?**

16 A. No. I believe Mr. Kohly is trying to insert terms of regulation where none exist in fact.
17 While the MCA plan identifies how transiting is to be used within an MCA, it does not
18 mandate transiting for all MCA traffic. Some carriers have to be direct connected to each
19 other or no carrier can terminate MCA calls. In other words, transiting, whether MCA or not,
20 means that Socket is using the *direct connections* between:

21 - AT&T, to which Socket is connected, and

1 - CenturyTel, to which Socket is not directly connected
2 in order to exchange traffic between Socket and CenturyTel. Socket is, of course,
3 exchanging MCA traffic with AT&T via its direct connection to AT&T in this illustration.
4 So for Socket to now claim that a direct connection to CenturyTel is contrary to the MCA
5 plan is simply incorrect.

6 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

7 A. Socket's demand for unilateral authority to impose unnecessary interconnection cost upon
8 CenturyTel is anti-competitive and not in the public interest. The Commission should note
9 that CenturyTel's proposal recognizes Socket's right to interconnect directly or indirectly, but
10 provides that the parties will jointly determine the propriety of indirect interconnection. As
11 such, CenturyTel's proposed contract language is eminently reasonable, is consistent with
12 applicable law, is consistent with the industry norm, is consistent with public interest needs,
13 and should be adopted by the Commission.

14 **ISSUE 11: What are the appropriate rates, terms and conditions for**
15 **compensation for transit traffic?**

16 **Q. WHAT IS THE PARTIES' DISPUTE IN ISSUE 11 RELATING TO TRANSIT**
17 **TRAFFIC?**

18 A. As I explained in my direct testimony (Miller Direct at 36), the parties' competing proposed
19 contract language essentially raises two substantive issues: (a) whether a traffic volume
20 threshold should apply to transit traffic and (b) whether the parties should be required to
21 execute agreements with third-party transit providers.

1 **Q. ARE TRANSIT RATES IN DISPUTE?**

2 A. No. Socket appears to assume there is a dispute over applicable rates (Kohly Direct at 69-
3 70), but that is not the case. In fact, it is my understanding that CenturyTel and Socket have
4 already agreed upon using the arbitrated GTE-AT&T tandem switching, end office switching
5 and transport rate elements and using the appropriate two for transiting.

6 **Q. DO YOU AGREE WITH SOCKET THAT THE COMMISSION'S MCA**
7 **REQUIREMENTS PROVIDE TRANSIT SERVICE BE PROVIDED AT NO**
8 **CHARGE FOR MCA TRAFFIC?**

9 A. Yes. Because CenturyTel agrees with this proposition, rates for MCA transit traffic are not
10 in dispute and Socket's testimony is moot on that point.

11 **Q. SOCKET ALSO TESTIFIES THAT CENTURYTEL MUST PROVIDE TRANSIT**
12 **SERVICE FOR NON-MCA TRAFFIC AT TELRIC-BASED RATES. (KOHLY**
13 **DIRECT AT 70) IS THAT THE DISPUTE?**

14 A. No. That is not the dispute; CenturyTel does not disagree with Socket as to the appropriate
15 transit rates for non-MCA transit traffic. As I just related, CenturyTel and Socket have
16 already agreed upon using the arbitrated GTE-AT&T tandem switching, end office switching
17 and transport rate elements and using the appropriate two for transiting. With its testimony,
18 Socket portrays the wrong issue; transit traffic rates are not in dispute. Instead, as I noted
19 above, the real dispute concerns traffic volumes and third-party agreements.

20 **Q. WHAT IS THE TRAFFIC VOLUME DISPUTE YOU MENTION?**

21 A. Consistent with my discussion of issue 8 above (and in direct testimony), CenturyTel
22 acknowledges the propriety of exchanging transit traffic, which arises in the indirect

1 interconnection environment, but simple economics dictates that there should be a limit on
2 the volume of traffic passed in that manner. Socket, on the other hand, obviously opposes
3 any limitation at all, presumably because it would be inconsistent with its anticipation that
4 most of the traffic exchanged between the parties will be one-way VNXX-type traffic. For
5 the reasons set forth above and in my direct testimony (Miller Direct at 33-36), unlike
6 Socket's demands, CenturyTel's position is consistent with applicable law, is consistent with
7 the industry norm, and is consistent with public interest needs. The Commission should not
8 allow Socket to shift its costs to CenturyTel and unilaterally preclude the establishment of
9 direct interconnection when it makes sense (and CenturyTel offers to pay to establish the
10 direct interconnection).

11 **Q. SEPARATE FROM THE DISPUTE CONCERNING TRAFFIC THRESHOLDS FOR**
12 **TRANSIT TRAFFIC, SOCKET CONTENTS THAT IT IS UNREASONABLE TO**
13 **REQUIRE SOCKET TO ENTER INTO AGREEMENTS WITH THIRD-PARTY**
14 **TRANSIT PROVIDERS. (KOHLY DIRECT AT 71) IS SOCKET'S POSITION**
15 **REASONABLE?**

16 **A.** No. Socket would have the Commission believe there are instances where an agreement is
17 unnecessary, such as MCA traffic that is transited to a third party or any bill and keep
18 scenario. This is misleading and inaccurate. Local transiting is really just a way of referring
19 to the traffic exchanged via an indirect interconnection. The fact that the rate for exchanging
20 that traffic may be at bill and keep is irrelevant and does not remove the obligation to have a
21 251(c) agreement. The agreement need not be a comprehensive ICA covering all aspects of
22 Section 251, but may be a simple traffic exchange agreement that legalizes the exchange of

1 traffic between the parties and establishes how that traffic will be exchanged and what terms
2 or compensation, if appropriate, apply. It is precisely because some carriers attempt to transit
3 traffic without an agreement that the industry is embroiled in the problems of phantom traffic
4 and arbitrage. If proper agreements are in place, phantom traffic and arbitrage would be less
5 problematic.

6 **Q. ARE THERE ANY OTHER PROBLEMS WITH SOCKET'S POSITION?**

7 A. Yes. Although Socket fails to speak to the issue in its direct testimony, its proposed
8 language is problematic in assigning billing responsibility to the transiting carrier (Miller
9 Direct at 32-34). By not following the industry standard of requiring the originating carrier
10 to enter into an arrangement with the terminating carrier to bill the originating carrier for
11 termination of transit traffic, Socket's language disingenuously requires the transit provider
12 to handle billing issues. Since the originating carrier derives the benefit from the transit
13 traffic arrangement, however, it makes sense to hold that carrier initially responsible for
14 compensating the terminating carrier. This is why this arrangement is the industry standard
15 norm.

16 Socket also asserts that it is unreasonable to require it to pay any additional charges or
17 costs imposed or levied upon CenturyTel for the delivery or termination of traffic transited
18 via CenturyTel. (Kohly Direct at 71-72) In other words, the cost causer would shift its costs
19 to a neutral third party. Socket asserts that CenturyTel, a neutral third party, should be
20 required to spend its own time and resources to dispute terminating party charges caused by

1 Socket's use of the CenturyTel network for transiting. Socket incorrectly assumes that
2 CenturyTel is in a position to make a determination as to whether or not termination charges
3 for Socket's transiting traffic are inappropriate. Once again, Socket tries to shift its
4 legitimate costs of doing business to CenturyTel, this time by putting CenturyTel
5 inappropriately in the middle of Socket's relationship with another carrier.

6 **Q. WHAT ABOUT SOCKET'S INDEMNIFICATION OF CENTURYTEL?**

7 A. Indemnification does not remove the time and resource costs CenturyTel incurs responding
8 to charges and queries sent to CenturyTel by the terminating carrier. Indemnification may
9 offer some legal protection but it does not eliminate the administrative costs, cost that need
10 not exist but for Socket's unreasonable position on this issue.

11 **Q. SOCKET ASSERTS THAT PART OF ITS PROPOSED LANGUAGE IS IN THE**
12 **AT&T M2A SUCCESSOR AGREEMENT. IS THAT RELEVANT?**

13 A. No, it isn't. CenturyTel is not AT&T and, without a specific showing of comparability on an
14 issue, there is no sufficient justification for imposing AT&T Missouri-oriented obligations on
15 CenturyTel given the many substantial and critical differences between AT&T and
16 CenturyTel. Further, as I previously testified (Miller Direct at 34), AT&T likely does not
17 share the same concerns with transit traffic since transiting is not an economic or operational
18 issue of the same nature or magnitude for AT&T. AT&T is the tandem owner in virtually all
19 cases within its local network and would likely not find itself transiting any traffic to Socket
20 beyond a de minimis level. AT&T, therefore, would be less concerned about any transiting

1 obligations or any operational issues associated with the transiting network. Hence, AT&T
2 has less incentive, if any, to arbitrate this point. CenturyTel, however, does have substantial
3 financial and operational reasons to care about transiting and therefore proposes transiting
4 language in the agreement that follows industry standard norms.

5 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS DISPUTE?**

6 A. Consistent with applicable law and the reasonable apportionment of costs and obligations
7 with respect to transit traffic, the Commission should adopt CenturyTel's proposed contract
8 language.

9 **ISSUE 12: Should the parties agree to trunking, forecasting, availability**
10 **of facilities, and requirements prior to exchanging traffic?**

11 **Q. PLEASE DESCRIBE THE PARTIES' DISAGREEMENT.**

12 A. Reviewing the disputed contract language in Section 11.1, the basic dispute concerns the
13 level of coordination between the parties (Miller Direct at 36-38). Whereas CenturyTel
14 proposes contract language maximizing coordination and cooperation between the parties,
15 Socket again supports language that leaves it with unilateral decision-making authority and
16 discretion.

17 **Q. IN HIS TESTIMONY, MR. TURNER CHARACTERIZES THE FIRST ASPECT OF**
18 **THIS DISPUTE AS A CONCERN OVER ENSURING NONDISCRIMINATORY**
19 **TREATMENT. (TURNER DIRECT AT 41-42) IS HIS CONCERN MISPLACED?**

20 A. Yes. As I previously testified (Miller Direct at 36-37), CenturyTel does not advocate either
21 network inefficiency or discrimination. Instead, Socket's proposed contract language in the

1 first paragraph of section 11.1 is unnecessary, cumbersome, and mere surplusage. It is, quite
2 simply, not necessary to be included in the parties' agreement. Nonetheless, CenturyTel
3 would have no objection to keeping such language if it were made mutual and Socket agreed
4 not to impose any restrictions upon CenturyTel that it did not impose upon its own traffic.

5 **Q. MR. TURNER STATES THAT "THE PRACTICAL REALITY IS THAT SOCKET**
6 **TELECOM IS DOING ALL THAT IT CAN TO WORK PROACTIVELY WITH**
7 **CENTURYTEL TO PROVIDE TRUNKING FORECASTS, AVAILABILITY, AND**
8 **REQUIREMENTS TO CENTURYTEL SO THAT THE INTERCONNECTION OF**
9 **SOCKET TELECOM AND CENTURYTEL'S NETWORKS CAN OCCUR**
10 **EFFICIENTLY." (TURNER DIRECT AT 43) IS THIS TRUE?**

11 **A.** No. As an initial observation, Mr. Turner presents this observation as if it is a fact personally
12 known to him but he never explains how he, an outside expert witness from Georgia,
13 purportedly acquired the requisite factual knowledge to make such a broad, global statement.
14 Further, although Socket is providing some forecasts today, Mr. Turner's assertion stands in
15 bold contrast to Socket's proposed language throughout other aspects of the agreement in
16 which it appears to universally oppose providing forecasts. In its proposed language, Socket
17 consistently denies any need to do anything more than "discuss" its needs. In that manner,
18 Socket refuses to work collaboratively to arrive at a mutual agreement on how to proceed.
19 Not to mention that merely discussing forecasts or projections, as Socket would have the
20 terms, is a far cry from actually providing a documented forecast or projection of anticipated
21 traffic.

22 In addition to the above my original testimony on this issue clearly illustrates why the
23 parties need to agree on these points rather than just "discuss" them (Miller Direct at 37-38).

1 **Q. MR. TURNER ALLEGES THAT WHEN SOCKET SENDS ITS TRUNKING**
2 **ORDERS TO CENTURYTEL THEY ARE BEING REJECTED DUE TO NOT**
3 **HAVING AN APPROVED OR AGREED UPON TRUNK FORECAST. (TURNER**
4 **DIRECT AT 43) IS THIS TRUE?**

5 **A. No, it has not been true since May, 2004. There were orders rejected in early 2004 for not**
6 **having approved forecasts. At that time, Socket was not sending forecasts to the proper**
7 **address. This was a coordination issue that was resolved. Socket did have to submit new**
8 **orders and these orders were worked. CenturyTel has no documentation of any Socket orders**
9 **rejected for lack of forecast since May, 2004. As such, Mr. Turner's overly broad assertion is**
10 **factually incorrect.**

11 Notably, in October, 2005, Socket submitted an order to augment trunks in Troy,
12 Missouri. After reviewing a traffic study, CenturyTel requested clarification from Socket as
13 to why it sought augmented trunking when the traffic study did not warrant adding trunks.
14 This request for clarification was not a rejection. Mr. Kohly and Susan Smith corresponded
15 on this issue, resulting in CenturyTel approving the augment. Since this situation is directly
16 relevant to the dispute in issue 5, section 2.5, the Commission should note that this situation
17 played out exactly as I have testified is appropriate for an order that is not justified by
18 existing traffic. CenturyTel and Socket discussed the need, arrived at agreement, and
19 CenturyTel installed the trunks based upon Socket's clarification of the need. This also
20 directly contradicts Mr. Turner's assertion that it is "virtually impossible to work
21 collaboratively with CenturyTel" and that CenturyTel "will never make a commitment
22 coming out of the trunk planning meetings." (Turner Direct at 43)

1 Socket's testimony on this issue is misleading. Socket would have the Commission
2 believe that

- 3 - Rejections related to forecasting issues still occur when, in fact, such a
4 rejection has not occurred for two years, and/or
- 5 - The rejections due to forecast coordination problems in mid-2004 still have
6 relevance in 2006 as if the parties' coordination issue had not been resolved.

7 CenturyTel is not currently rejecting Socket orders for lack of traffic forecasts. A rejection
8 means that the order is not worked or a correct order must be resubmitted before the request
9 can be worked. For purposes of investigating Mr. Turner's assertion, I did not research
10 whether any Socket orders were rejected as incomplete or incorrect. Rejections for such
11 reasons would not be relevant to the claim of rejection for not having approved or agreed
12 upon forecasts.

13 **Q. HOW SHOULD THE COMMISSION ADJUDICATE THIS ISSUE?**

14 A. To minimize potential problems once the parties exchange traffic, the Commission should
15 adopt CenturyTel's proposed contract language, providing for close up front cooperation and
16 agreement on critical issues impacting the Parties' going-forward relationship.

17 **ISSUE 13: Where available, should there be a preference for two way**
18 **trunks?**

19 **Q. WHAT IS THE PARTIES' DISPUTE CONCERNING TWO-WAY TRUNKS?**

20 A. Consistent with a recurring theme arising in Socket's contract language proposals, this
21 dispute focuses on Socket's attempt to retain unilateral discretion and control over the

1 implementation of one-way or two-way trunking between the parties (Miller Direct at 38-43).
2 Importantly, both parties agree that generally two-way trunking is appropriate. Sometimes,
3 however, it is appropriate to establish one-way trunking. For example, CenturyTel is not
4 sure how a unilateral two-way trunking obligation would fit with Socket's expressed desire
5 for line side interconnection. Two-way trunking is technically infeasible on the line side of
6 the switch. Socket's proposed language, however, would allow it to unilaterally preclude
7 such one-way trunking. That absolute position that affords no exception or limitation should
8 be rejected.

9 **Q. IS CENTURYTEL WILLING TO OFFER TWO-WAY TRUNKING WHERE IT IS**
10 **TECHNICALLY FEASIBLE TO DO SO?**

11 A. Yes. As I've previously stated (Miller Direct at 39), CenturyTel is generally not opposed to
12 providing two-way trunking where it is technically feasible. CenturyTel is opposed to
13 universally mandating the use of two-way trunks when there is a technical or other limitation
14 that makes one-way trunks preferable because, among other reasons, doing so would cause
15 CenturyTel to spend unbudgeted capital for unjustified reasons. The issue is not, as Mr.
16 Turner wrongly asserts, about CenturyTel restricting "access to two-way trunking to where it
17 says two-way trunking will be available." (Turner Direct at 44) Instead, it is about
18 reasonably managing and provisioning the network, consistent with the needs of all users,
19 and providing form reasoned, collaborative decision-making, rather than Socket's proposed
20 unilateral authority to dictate the terms of CenturyTel's network management.

1 **Q. DOES CENTURYTEL DENY SOCKET TWO-WAY TRUNKING IN AREAS**
2 **WHERE CENTURYTEL IS ALREADY USING IT?**

3 A. No. Mr. Turner's implication that CenturyTel may be denying two-way trunking where it
4 already uses two-way trunking for itself (Turner Direct at 45) is wrong.

5 **Q. ARE THERE ANY LOCATIONS IN MISSOURI WHERE TWO-WAY TRUNKING**
6 **CANNOT BE PROVISIONED?**

7 A. Not today, but technical limitations may obviously arise in the future.

8 **Q. SO WHAT IS THE REAL PROBLEM WITH SOCKET'S PROPOSED LANGUAGE?**

9 A. The basic problem is twofold. First, as I just stated, Socket's language does not contemplate
10 any future situation in which two-way trunking may not be feasible; including a Socket order
11 for line-side interconnection. Second, and more importantly, Socket's language sets up an
12 arbitrage condition that may allow carriers to circumvent obligations to pay legitimate access
13 charges.

14 **Q. MR. TURNER BELIEVES THAT CENTURYTEL SEEKS TO LIMIT THE USE OF**
15 **TRUNKS TO THE DELIVERY OF "LOCAL TRAFFIC" SO THAT SOCKET**
16 **WOULD BE PROHIBITED FROM DELIVERING, FOR EXAMPLE, ISP-BOUND**
17 **TRAFFIC, FX TRAFFIC, TRANSIT TRAFFIC, NON-PIC'D INTRALATA TOLL**
18 **TRAFFIC AND OTHER TYPES OF TRAFFIC THAT HE SAYS ARE COMMONLY**
19 **DELIVERED OVER LOCAL INTERCONNECTION TRUNKS BY OTHER**
20 **INCUMBENT LECS IN MISSOURI. (TURNER DIRECT AT 45) IS THIS WHERE**
21 **SOCKET IS SETTING UP THE CONDITIONS FOR ARBITRAGE?**

22 A. Yes. I do not believe the real dispute over this issue is with the provisioning of two-way
23 trunks; rather, it has more to do with Socket's back door attempt to unduly expand the scope
24 of this interconnection agreement well beyond the exchange of local traffic. With its

1 proposed language for trunking, Socket would impermissibly expand the scope of the parties'
2 ICA beyond the exchange of local traffic. For example, elsewhere in its proposed language
3 Socket declares that VNXX traffic terminated to ISPs, regardless of geographic location,
4 should be acceptably treated as local traffic. Even more tellingly, setting aside the dispute
5 the Parties have on the definition of "local," it remains unclear why Socket is objecting to
6 CenturyTel's position that local interconnection trunks are to be used for the delivery of local
7 traffic unless Socket may be contemplating using such trunks to deliver non-local traffic as if
8 it were local in nature. Agreements under Sections 251 and 252, however, apply to local
9 interconnection, and are not intended to supplant access arrangements. In numerous
10 provisions, including this one, Socket attempts to expand the agreement so it would supplant
11 access arrangements, which is prohibited by the Communications Act, would promote
12 arbitrage, and would risk increases in so-called phantom traffic. Section 252 agreements, of
13 course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on
14 non-local traffic.

15 **Q. HOW SHOULD THE COMMISSION RULE ON ISSUE 13?**

16 A. The Commission should reject Socket's proposed language, recognizing that it sets up
17 conditions for arbitrage and phantom traffic and inappropriately vests Socket with unilateral
18 authority, without limit, over the provision of one-way or two-way trunking. The
19 Commission should adopt CenturyTel's proposed language, which recognizes that although
20 two-way trunks are generally preferable, that is not universally the case and the parties should

1 work together cooperatively—rather than vesting one party with unilateral authority—to
2 establish mutually agreeable trunking arrangements.

3 **ISSUE 14: What trunking requirements should the Agreement contain?**

4 **Q. WHAT IS PRIMARY DISPUTE BETWEEN THE PARTIES IN ISSUE 14?**

5 A. Related to my discussion in issue 13, this dispute primarily concerns segregating traffic to
6 ensure its proper jurisdictional treatment (*i.e.*, avoiding arbitrage and minimizing phantom
7 traffic). (Miller Direct at 43-45) To ensure traffic is appropriately treated from a
8 jurisdictional perspective (*e.g.*, access v. local), CenturyTel proposes segregating that traffic
9 on different trunks. Socket, on the other hand, would commingle all traffic, regardless of
10 character or jurisdiction, on the same trunks. That approach is improper because of the
11 significant arbitrage and phantom traffic concerns that arise.

12 **Q. DOES SOCKET'S DIRECT TESTIMONY SUPPORT ITS PROPOSED**
13 **LANGUAGE?**

14 A. Hardly. All Socket does in its direct testimony is demean CenturyTel's position as a "just
15 trust me" approach and says Socket's language should be adopted because it is from the
16 M2A successor agreement. (Turner Direct at 46). Moreover, while Mr. Turner asserts that
17 "[t]here is good reason to believe that incorporating this type of detail into the CenturyTel-
18 Socket Telecom interconnection would also be beneficial," he never bothers to provide that
19 "good reason." Reviewing the single, short paragraph Socket supplies on this issue, it
20 quickly becomes apparent that Socket has not adequately supported its affirmative case on
21 this issue and has not adequately articulated opposition to CenturyTel's proposed language.

1 **Q. WHY IS SOCKET’S ARGUMENT INAPPROPRIATE?**

2 A. As CenturyTel has repeatedly demonstrated, AT&T M2A terms are not necessarily
3 appropriate for CenturyTel given the many substantial and critical differences between
4 AT&T and CenturyTel. Socket’s continual rationale of “AT&T does it” is disingenuous.
5 That AT&T agreed to a position or that the Commission adopted certain language in the
6 context of AT&T’s operations is not gospel for how things should work with CenturyTel’s
7 network and operations.

8 Moreover, the Commission should reject Socket’s proposed language because it
9 would allow carriers to commit access arbitrage (Miller Direct at 44-45). In my direct
10 testimony, I provided several specific examples of how Socket’s proposal may give rise to
11 access avoidance, arbitrage, and phantom traffic (Miller Direct at 44-45). Instead of
12 repeating that discussion here, I refer the Commission to that testimony and observe that
13 Socket has done nothing in its direct testimony to remedy those concerns. Because Socket’s
14 proposal dictates the types of trunks that will be used, mixes inappropriate types of traffic on
15 the same trunks, imposes obligations upon CenturyTel that are not imposed by applicable
16 law, and gives rise to substantial arbitrage opportunities, the Commission should not adopt
17 that language.

18 **Q. HOW SHOULD THE COMMISSION RULE ON ISSUE 14?**

19 A. The Commission should reject Socket’s proposal because it gives rise to potential phantom
20 traffic, arbitrage, and access charge avoidance, allowing all manner of traffic types to

1 commingle without restriction on the same trunks. Instead, the parties should, as CenturyTel
2 proposes, segregate local and non-local traffic.

3 **ISSUE 18: Should CenturyTel's language regarding joint planning**
4 **criteria that is already included in Article III be repeated in Article V?**

5 **Q. DID SOCKET PRESENT ANY DIRECT TESTIMONY ON THIS DISPUTED ISSUE?**

6 A. Apparently not. Based on the DPL filed by the parties and the parties' negotiations, I
7 understood that Socket opposed CenturyTel's proposed language in Issue 18. To that end, I
8 provided direct testimony explaining the propriety of CenturyTel's proposed language
9 (Miller Direct at 45-48). Reviewing Socket's direct testimony, however, it appears that
10 Socket did not provide any testimony on this issue. It has, therefore, failed to present a direct
11 case on this issue and should not be allowed to submit new evidence or arguments on
12 rebuttal.

13 **ISSUE 20: Should this Article recognize that terminating carriers may**
14 **rely on terminating records for billing the originating carrier?**

15 **Q. PLEASE REMIND THE COMMISSION OF THE PARTIES' DISPUTE ON THIS**
16 **ISSUE.**

17 A. Certainly. As I explained in my direct testimony (Miller Direct at 49-53), the dispute
18 between the parties related to the type of records to be exchanged and whether CenturyTel is
19 entitled to compensation for providing records to Socket. In revising its proposed contract
20 language, however, Socket fundamentally changed the nature of this dispute by agreeing to
21 the record type to exchange (Section 12.3), but assigning jurisdiction of a call by caller
22 identification numbers (Section 12.3.3). (Kohly Direct at 73-74) This latter language is an

1 obvious attempt to create arbitrage opportunities (*see, e.g.*, Mr. Simshaw's extended
2 discussion of VNXX issues) and shift costs from Socket to CenturyTel.

3 **Q. SOCKET ASSERTS THAT IT IS NECESSARY TO DEFINE THE JURISDICTION**
4 **OF THE CALL IN THE CONTRACT LANGUAGE. (KOHLY DIRECT AT 74) DO**
5 **YOU AGREE?**

6 A. No. Initially, if it were really necessary to set up a method for jurisdictionalizing traffic in
7 the provisions dealing with record exchange, the Commission would have done so by putting
8 something to that effect in the rule. Instead of properly addressing recording and billing
9 mechanics, Socket's proposed language in Section 12.3.3 is a back door attempt to
10 implement VNXX or roaming VoIP as local without specifically declaring them to be such.

11 **Q. CAN YOU EXPLAIN?**

12 A. Yes. Socket wants the Commission to believe that the stated purpose of its proposed
13 language in Section 12.3.3 has something to do with MCA traffic and proper jurisdictional
14 treatment. (Kohly Direct at 74-75) This is a non-issue. If correct and complete call detail
15 information is passed pursuant to the Rule, then the originating NXX is known and therefore
16 whether or not a call is MCA or non-MCA is also known. Socket's language is not necessary
17 or appropriate for this limited purpose and its testimony is a red herring to mask its real
18 objective.

1 **Q. HOW DOES THIS PERTAIN TO VNXX OR ROAMING VOIP?**

2 A. The face of Socket’s proposed language provides important insight into its arbitrage-related
3 design and impact. Socket proposes the following:

4 12.3.3 - The terminating carrier will use the originating and terminating caller
5 identification numbers or Automatic Number Identification as defined in 4
6 CSR 240, 29.020(4) to determine the jurisdiction of the call.

7 Tying jurisdiction to the “assigned” number is critical. With VNXX and roaming VoIP, a
8 customer is “assigned” a local telephone number even if there is no actual physical presence
9 in that geographic location. If the NXX alone is used for jurisdiction (vs. the geographic
10 location of the originating or terminating parties), then a call that geographically originates in
11 Jefferson City and geographically terminates in San Francisco, but is assigned a Jefferson
12 City number appears to be a local call. The Commission should be acutely aware of this
13 situation. (Simshaw Direct at 5-13)

14 **Q. WHY IS THIS IMPROPER?**

15 A. So long as the call is rated properly to ensure appropriate network cost recovery, it is not
16 improper that it look like a local call to the originating consumer. Absent correct rules
17 addressing jurisdiction and rating of traffic, VNXX and roaming VoIP are nothing but pure
18 arbitrage opportunities and mechanisms to improperly avoid access charges. (Simshaw
19 Direct at 5-13) Adopting language of the sort Socket proposes could result in all
20 interexchange calls becoming VNXX or roaming VoIP (to avoid access and toll), thereby

1 ensuring that there will be no cost recovery for the network. The network would likely fail
2 for lack of funding.

3 Socket's demands, accordingly, are inconsistent with the existing access regime,
4 which provides that access charges are due on all interexchange calls. More specifically,
5 access charges "shall be computed and assessed upon all interexchange carriers that use local
6 exchange switching facilities for the provision of interstate or foreign telecommunications
7 services." 47 C.F.R. § 69.5(b). Regardless of how it characterizes itself, an interexchange
8 carrier (IXC), of course, is any carrier that moves traffic from one local exchange to a
9 different local exchange. Since the definitions of "access services" and "interexchange" do
10 not limit themselves to only those carriers that self-identify themselves as IXCs, carriers
11 cannot circumvent 69.5(b) merely by claiming to be "local exchange carriers" or "enhanced
12 service providers," or by providing interexchange voice services whose names include words
13 such as "virtual" or "IP" that attempt to mask or confuse the nature of the traffic. Traffic that
14 originates on the circuit switched PSTN and terminates on the circuit switched PSTN, with
15 interexchange transmission of any kind in the middle, is 69.5(b) traffic.

16 There is no doubt that intercarrier compensation reform is needed and that clarity for
17 VNXX and VoIP must be provided. It is for those reasons that the FCC has taken
18 jurisdiction over these issues. For Socket to attempt to anticipate or eliminate the outcome of
19 the FCC's NPRMs, especially in the manner it purports to do so in Section 12.3.3, is
20 inappropriate and not in the public interest due to the financial harm to the network. Just a
21 couple of weeks ago, for example, at the TelecomNext conference, FCC Commissioner

Jonathan S. Adelstein said it was “urgent” to reform the intercarrier compensation regimes to eliminate arbitrage opportunities.

Q. WOULD THE TERMS OF JUST THIS ONE AGREEMENT HAVE SUCH A BIG EFFECT ON CENTURYTEL?

A. Yes, it would. The minute an agreement with open VNNX and roaming VoIP terms is approved, CenturyTel can expect widescale adoption of that agreement by the CLEC community in Missouri as soon as possible. Therefore, this decision as to Socket impacts the telecommunications industry for the state. Further, as Mr. Simshaw noted in his direct testimony, VNXX is almost exclusively used for traffic terminated to ISPs so as true local ISP-bound traffic converts to VNXX, the volumes of unrecovered interexchange traffic will multiply many fold. Similarly, the magnitude of the impact on VoIP traffic will significantly affect CenturyTel as IXC traffic moves to “free” VoIP.

Q. HOW DO YOU RECOMMEND THE COMMISSION RULE ON THIS ISSUE?

A. Consistent with applicable law (*i.e.*, Enhanced Record Exchange Rule) and industry standards, the Commission should recognize and reject Socket’s back door attempt to create arbitrage opportunities for VNXX and roaming VoIP traffic, instead adopting CenturyTel’s proposed simple and straightforward contract language. In the end, with respect to recording and billing for local interconnection traffic, the parties’ agreement should simply incorporate the Enhanced Record Exchange Rule; no more is necessary or appropriate.

1 **ISSUE 21: Should service ordering, provisioning, and maintenance**
2 **standards be included in the ICA?**

3 **Q. PLEASE SUMMARIZE THE DISPUTE.**

4 A. Essentially, Socket refuses to acknowledge that it is appropriate for CenturyTel to set forth
5 certain procedures and operations in its Service Guide for all CLECs. As I explained in my
6 direct testimony, it is important for CenturyTel to be able to operate and manage its network
7 in a flexible manner that allows some measure of discretion in establishing procedures that
8 may apply to many CLECs, rather than being confined to specific procedures set forth on a
9 CLEC-by-CLEC basis in bilateral interconnection agreements. (Miller Direct at 53-57)

10 **Q. WHAT DOES SOCKET CLAIM REGARDING CENTURYTEL'S CLEC SERVICE**
11 **GUIDE?**

12 A. Socket makes the misleading claim that the Service Guide is completely lacking in detail,
13 incomplete, and outdated. (Kohly Direct at 76-77) Socket further claims that CenturyTel
14 represents that the Guide is intended to cover the details of establishing interconnection
15 arrangements, ordering and provisioning of interconnection facilities, UNEs, resold services,
16 911, and every other aspect of entering the local markets and that the contacts listed in
17 CenturyTel's CLEC Service Guide are outdated. (Kohly Direct at 77)

18 **Q. WHY DO YOU SAY SOCKET'S CLAIMS ARE FALSE?**

19 A. It appears that Socket is referencing an old version of the Guide that is in its possession and
20 not the current Guide that is posted on the CenturyTel home page for all CLECs to use.

1 Although I do not know what version of the Guide Socket is referencing, I do know that the
2 current guide is certainly not outdated and does not have incorrect contact information.

3 Further, I have a copy of an old version of the Guide that existed when Socket first
4 began working with CenturyTel in late 2002. Presumably, this is the version Socket
5 discusses in its testimony. In addition to contact information, the Guide contains guidance
6 on CLEC issues that are rightly not addressed in an interconnection agreement. For example,
7 the Guide includes operations and procedures relating to how to obtain an operating company
8 number (OCN) and a Customer Carrier Name Abbreviation (CCNA), information about the
9 content and use of a Letter of Authorization (LOA), general information about the industry
10 standard OBF order forms that are used by CenturyTel, and what services are ordered via
11 these forms and information about the time frames of the ordering process for certain specific
12 types of local service orders. To the extent individual bilateral ICAs rightfully do not discuss
13 these operational matters, it is appropriate to reference the Guide as source material for the
14 CLECs.

15 Nonetheless, as I noted above, this older version of the Guide has been replaced by an
16 updated, online version.

17 **Q. HOW LONG HAS THE ONLINE VERSION BEEN AVAILABLE?**

18 A. I recall that the CLEC webpage was activated sometime in the late summer or early fall of
19 last year.

1 **Q. DO YOU HAVE ANY REASON TO BELIEVE SOCKET KNEW THAT THIS**
2 **ONLINE VERSION OF THE GUIDE EXISTED PRIOR TO THE FILING OF**
3 **TESTIMONY?**

4 A. Yes, CenturyTel advised Socket of the existence of that online version last year. I do not
5 know when or who at Socket may have first been informed of the website, but I specifically
6 informed Mr. Kohly of the CenturyTel external website in an email on April 26, 2005, letting
7 let him know that at that time CenturyTel's CLEC information pages were undergoing a
8 complete revision to make them more useful to viewers. In addition, Mr. Kohly was again
9 informed about the website and informed about the updated Guide during negotiations of
10 DPL issues during the second week in February, 2006. This latter instance would have been
11 almost six weeks prior to the filing of his testimony. Given the timing of this information,
12 Mr. Kohly had adequate time to review the updated Guide.

13 **Q. MR. KOHLY BELIEVES THAT THE REFERENCE TO THE CENTURYTEL**
14 **SERVICE GUIDE DOES NOT EVEN FIT WITH THE SUBJECT MATTER THAT**
15 **IS ADDRESSED IN THIS ARTICLE. (KOHLY DIRECT AT 76) SHOULD THE**
16 **REFERENCE TO THE GUIDE BE INCLUDED?**

17 A. Yes. This issue is about service ordering, provisioning, and maintenance standards. While
18 the Guide does cover non-access services, it also provides relevant information on
19 maintenance and maintenance contacts for CenturyTel. In addition, the information on
20 obtaining a CCNA is included in this Guide and since a CCNA is required when placing an
21 ASR, this information is relevant to interconnection ordering. Finally, and even more
22 relevant, Socket itself wants to ensure that line-side interconnection is covered by this
23 agreement. Line-side orders would be submitted via an LSR. This makes the Guide relevant

1 to interconnection orders. CenturyTel does not present this Guide as the complete
2 interconnection "how to" Guide, but as a reference that contains contact information and
3 other useful information to facilitate operations between the companies.

4 **Q. SO ACCESS INTERCONNECTION ORDERING IS NOT SPECIFICALLY**
5 **COVERED BY THE GUIDE?**

6 A. Not at this time. The information for interconnection orders via an ASR is covered with the
7 CLEC during the initial joint meeting after an agreement is signed. In addition, updated
8 contact information for Access Services is provided on the website for ongoing use. It is
9 likely, however, that CenturyTel may include helpful ASR references in a future version of
10 the Guide.

11 **Q. DOES CENTURYTEL PRESENT THIS GUIDE AS THE SOURCE FOR ALL**
12 **DETAILS FOR ESTABLISHING INTERCONNECTION ARRANGEMENTS,**
13 **ORDERING AND PROVISIONING OF INTERCONNECTION FACILITIES, UNES,**
14 **RESOLD SERVICES, 911, AND EVERY OTHER ASPECT OF ENTERING THE**
15 **LOCAL MARKETS?**

16 A. No. The Guide only covers services ordered via an LSR. It is not and has never been
17 portrayed to be a Guide for services ordered via an ASR. Indeed, Mr. Kohly acknowledges
18 that the Guide is not specific to Interconnection and, instead, refers to Ordering,
19 Provisioning, Billing and Maintenance for non-access services (Kohly Direct at 76).

1 **Q. IS THE CURRENT GUIDE MORE COMPLETE THAN THE ONE REFERENCED**
2 **BY MR. KOHLY?**

3 A. Yes. Most of the sections have been updated and additional information added to make the
4 Guide more useful.

5 **Q. WILL THE GUIDE CONTINUE TO BE UPDATED?**

6 A. Yes. The Guide is meant as a useful reference to help carriers submit complete LSRs to
7 CenturyTel, to manage billing and trouble issues, and to provide contact information for
8 various CenturyTel departments. As such, CenturyTel updates the Guide as needed when
9 information changes or to add clarity. Further, CenturyTel takes suggestions from carriers
10 such as Socket on how to improve the Guide. And as I previously mentioned, it is likely that
11 CenturyTel will include some helpful ASR references in a future version of the Guide.

12 **Q. CAN CENTURYTEL PROVIDE ALL OF ITS SERVICE ORDERING,**
13 **PROVISIONING, BILLING AND MAINTENANCE INFORMATION FOR NON-**
14 **ACCESS SERVICES IN THIS AGREEMENT?**

15 A. No. First, it would be unwieldy and cumbersome to put complete and specific processes in a
16 Section 251 agreement. Arbitrated interconnection agreements need not delve into the level
17 of granularity and operational procedure addressed in the CenturyTel Service Guide,
18 especially when such matters could vary by CLEC if subject to arbitration, rather than
19 implementing a uniform procedure applicable to the industry at large.

20 Second, since CenturyTel follows OBF Guidelines, there may be changes to the
21 underlying ordering forms and processes during the lifetime of an agreement. It is

1 inappropriate, therefore, to have specific processes defined in contractual terms that make it
2 difficult to revise those processes to conform to evolving industry standards. Finally, as
3 needed, CenturyTel will revise its processes to make things easier for its customers. A good
4 example of this is the development and implementation of the online LSR order form.
5 CLECs complete this online LSR and submit it to CenturyTel via the web. This online
6 process is not only easier but can help reduce errors. It would have been difficult for Socket
7 to avail itself of this improved process if, for example, its agreement had binding terms
8 requiring the parties to adhere to older processes and dictating how Socket would prepare a
9 paper LSR and submit it via fax.

10 **Q. SO SOCKET'S OBJECTIONS ARE UNFOUNDED?**

11 A. Yes. Socket's objections to CenturyTel's proposed contract language are misleading and
12 incorrect. Further, Socket mischaracterizes the purpose, nature, and scope of the Guide.
13 Finally, Socket fails to acknowledge that where the Guide conflicts with the parties'
14 agreement, the agreement will govern. Recognizing the propriety of separately providing
15 operational details and helpful information to the CLECs, and the meritless nature of
16 Socket's objections, the Commission should adopt the following language (to which I have
17 added emphasis to show why certain of Socket's assertions are unfounded):

18 12.3 Service Ordering, Service Provisioning, and Billing.

19 *Except as specifically provided otherwise in this Agreement, service ordering,*
20 *provisioning, billing and maintenance for non-access services shall be*
21 *governed by the CenturyTel Service Guide. CenturyTel will provide Socket*
22 *with advance notice of changes to CenturyTel's procedures as stated in the*

1 *Service Guide and Socket has the right to raise a valid dispute under the*
2 *terms of this agreement if a change materially affects Socket's service. If*
3 *there is any variation in the terms of this agreement and the terms in*
4 *CenturyTel's Service Guide, the terms of this agreement shall prevail.*

5 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

6 A. For the reasons articulated above and in my direct testimony (Miller Direct at 53-57), the
7 Commission should adopt CenturyTel's proposed language, finding that CenturyTel's
8 reference to the Service Guide is both proper in this context and beneficial for Socket and
9 adopting CLECs.

10 **ISSUE 24: In the event one carrier is unable to provide meet-point**
11 **billing data, should that carrier be held liable for the amount of**
12 **unbillable charges?**

13 **Q. WHAT IS THE PARTIES' DISPUTE?**

14 A. Although the parties agree in principle that carriers should be held accountable for providing
15 meet-point data, Socket's proposed contract language is overly broad and fails to provide any
16 reasonable exceptions for force majeure events or timeframes. (Miller Direct at 57-59)

17 **Q. WHAT DOES SOCKET CLAIM IS THE PURPOSE OF ITS PROPOSED**
18 **LANGUAGE?**

19 A. Socket states that its proposed language specifies that in the event a Party fails to provide
20 meet point billing data to the other Party, the Party that failed to deliver the data will be liable
21 for the amount of unbillable charges. (Kohly Direct at 78)

1 **Q. WHAT DOES SOCKET SAY IS THE SOURCE OF ITS PROPOSED LANGUAGE?**

2 A. Socket says its proposed language is taken directly from Section 2.6, Attachment 6,
3 Appendix C – Interconnection Billing and Recording found in the interconnection agreement
4 that Socket and CenturyTel are currently operating under, which is the AT&T – GTE
5 Interconnection Agreement.

6 **Q. DOES THIS SOURCE HAVE ANY TRUE RELEVANCE?**

7 A. Not as much as Socket would like the Commission to believe. It is important to remember
8 that the AT&T-GTE agreement is the old 1997 agreement with all the failings that I
9 previously recounted in my rebuttal testimony. Further, CenturyTel did not negotiate or
10 arbitrate those terms, it inherited them. Inheriting terms does not imbue the inherited terms
11 with relevance, clarity and wisdom. The terms are not crafted very well and should not be
12 accepted as the proper norm for this type of relationship. The mere fact that its proposed
13 language resides in an antiquated agreement from nearly a decade ago does not, in itself,
14 mandate its re-adoption now for CenturyTel.

1 Q. SOCKET CLAIMS THAT CENTURYTEL HAS BEEN UNABLE TO PRODUCE
2 THE MEET POINT BILLING DATA THAT IS NECESSARY FOR SOCKET TO
3 PROPERLY IDENTIFY AND BILL INTEREXCHANGE CARRIERS (IXCS) THAT
4 TERMINATE TOLL TRAFFIC TO SOCKET VIA CENTURYTEL'S ACCESS
5 TANDEMS AND THAT CENTURYTEL'S ACCESS TANDEMS ARE NOT
6 CAPABLE OF PASSING THE CIC ON TO SOCKET. (KOHLY DIRECT AT 78-79)
7 IS THIS TRUE?

8 A. No. Socket is once again testifying about past issues as if they are still current problems. I
9 have confirmed that the Carrier Identification Code ("CIC") is populated in the files that are
10 being sent to Socket. Socket's testimony to the contrary is factually incorrect.

11 Q. SOCKET ASSERTS THAT IT TRIED TO ADDRESS THIS MATTER WITH
12 CENTURYTEL SINCE OCTOBER OF 2004 AND WAS TOLD THAT
13 CENTURYTEL DID NOT HAVE A PROCESS FOR PRODUCING CABS RECORDS
14 FOR CLECS SUCH AS SOCKET. (KOHLY DIRECT AT 79) IS THIS TRUE?

15 A. It was true at the time, but is no longer the case. At that time, no CLEC had ever requested
16 this capability from CenturyTel; Socket was the first. Hence, CenturyTel had to develop a
17 process to meet Socket's request, which it did.

18 Q. SOCKET ALLEGES THAT THIS PROJECT WAS GIVEN A LOW PRIORITY
19 WITHIN CENTURYTEL. (KOHLY DIRECT AT 80) IS THIS TRUE?

20 A. No. Socket was the first CLEC to make this demand of CenturyTel and CenturyTel had to
21 develop a new process and a capability to accommodate that demand. Socket conveniently
22 ignores the fact that CenturyTel, as a rural carrier with no experience in this area and with
23 limited resources, could not reasonably be expected to produce the capability either quickly
24 or without working through issues that need resolution.

1 **Q. SOCKET ALSO CLAIMS THAT WHEN THE PERSON AT CENTURYTEL WHO**
2 **WAS WORKING ON THIS PROJECT LEFT THE COMPANY ALL WORK ON**
3 **THIS PROJECT CEASED UNTIL HE WAS REHIRED. (KOHLY DIRECT AT 80)**
4 **IS THIS CORRECT?**

5 A. No. Contrary to Socket's unfounded speculation, CenturyTel never stopped working on the
6 project. However, if the subject matter expert leaves the company, then someone else must
7 be trained to take over the work. This may cause delay. Again, CenturyTel is not like
8 AT&T; it does not have a plethora of trained resources available to work on unexpected
9 projects. The fact that Socket claims that "SBC and Sprint have established processes in
10 place to provide call records to CLECs" is irrelevant. AT&T (SBC) and Sprint are much
11 larger companies, have greater resources, more sophisticated systems and, more relevant to
12 this context and given their more metropolitan service areas, have had more competition and
13 have had competition for much longer than rural CenturyTel. Referring to AT&T and Sprint
14 operations is of no value in this context.

15 **Q. SOCKET FURTHER CLAIMS THAT IT STILL DOES NOT HAVE A PROCESS**
16 **FOR REGULARLY RECEIVING CALL RECORDS FROM CENTURYTEL.**
17 **(KOHLY DIRECT AT 80) IS THIS TRUE?**

18 A. Absolutely not. Socket again testifies that the past is still the present. In fact, contrary to
19 Socket's erroneous factual assertions, CenturyTel has been sending the correct files to Socket
20 since January 20, 2006. The files are sent weekly, with a filename that includes the date in
21 the name: ctMMDDYYYY.txt. The last filename provided to Socket was ct03242006.txt,
22 and can be found at ftp.sockettelecom.com.

1 **Q. DOES CENTURYTEL AGREE IN PRINCIPLE WITH THE PHILOSOPHY OF**
2 **HOLDING CARRIERS ACCOUNTABLE FOR PROVIDING MEET-POINT**
3 **BILLING DATA?**

4 A. Yes. As I explained in my direct testimony (Miller Direct at 57-59), as long as there is an
5 acknowledgement of potential circumstances beyond CenturyTel's control and a release of
6 liability for those limited occurrences, CenturyTel is willing to compensate Socket if it fails
7 to provide the records. In fact, CenturyTel did compensate Socket prior to getting the
8 process in place. Therefore, despite all of Socket's rhetoric in its direct testimony, included
9 its incorrect assertion that "[t]his represents lost revenue" (Kohly Direct at 80), the simple
10 fact is that it got paid and CenturyTel is now providing the pertinent information.

11 **Q. YOU SAID THAT THERE NEEDED TO BE AN ACKNOWLEDGEMENT OF**
12 **POTENTIAL CIRCUMSTANCES BEYOND THE CONTROL OF CENTURYTEL**
13 **AND A RELEASE OF LIABILITY FOR THOSE LIMITED OCCURRENCES. CAN**
14 **YOU ELABORATE?**

15 A. Yes. Although the parties may agree to the general principle, Socket's proposed language
16 fails to include any timeframes for the "in time" provision of the underlying data or any
17 exceptions/limitations on its applicability. (Miller Direct at 57-59) Since I articulated those
18 problems in some detail in my direct and Socket has not done anything to explain the
19 propriety of excluding such qualifiers, I refer the Commission to my direct testimony without
20 redundantly repeating those concerns here. Socket's proposed language is overly broad,
21 unduly ambiguous in its provisions, and permits of no exceptions or good cause excuse.
22 Since the parties agree in principle to the underlying philosophy and CenturyTel is providing

1 the information at issue, there is no need to include language in the ICA on this point,
2 especially not the type of problematic language Socket proposes.

3 **Q. HOW SHOULD THIS ISSUE BE RESOLVED?**

4 A. Although a typographical error appeared in my direct testimony (Miller Direct at 59:2), in
5 which it appears I advocate rejection of CenturyTel's proposed language, that is obviously
6 not the proper answer for the Commission and is certainly not what I intended, as is apparent
7 from the substance of my testimony. Instead, because of the significant problems with
8 Socket's proposed language, and the factual inaccuracies upon which its proposal is
9 predicated, the Commission should reject Socket's proposal. Although the ICA need not
10 include any language on this point, if the Commission decides some language is necessary,
11 Socket's language could be used as a starting point, as long as provisions are inserted that
12 provides for Acts of God and other force majeure events and provides some relief for
13 notification of system upgrades or processing problems that might cause reasonable delay in
14 processing but not lose records. The terms also need to provide the on-time timeframe for
15 the production of records. If this is done, then the terms should be reasonable and in
16 accordance with normal industry practice.

17 **ISSUE 26: Should each Party be required to pass calling party number**
18 **(CPN) information to the other party?**

19 **Q. WHAT IS THE DISPUTE REGARDING CPN?**

20 A. While both parties appear to agree as to the importance of properly passing CPN to the other
21 party, Socket's proposed language may obligate CenturyTel to do so in instances in which, as

1 a transiting carrier, it does not receive CPN from the originating carrier. (Miller Direct at 59-
2 61)

3 **Q. SOCKET CLAIMS THAT “CENTURYTEL’S LANGUAGE FURTHER ATTEMPTS**
4 **TO CREATE AN EXCEPTION OF WHEN IT WILL PASS CPN ON TRANSIT**
5 **TRAFFIC.” (KOHLY DIRECT AT 81) IS THIS TRUE?**

6 **A.** Absolutely not. Contrary to Socket’s assertion, CenturyTel’s language does not create any
7 exception to its obligation to convey CPN information, but rather clarifies that a party can
8 only transmit what it is sent and nothing more. In other words, if CenturyTel is transiting
9 traffic for another carrier, CenturyTel should not be held liable for CPN or call detail
10 information that the originating carrier did not provide. Socket’s proposed language is
11 unreasonable and overly broad in that respect.

12 **Q. WHAT LANGUAGE DOES CENTURYTEL SUGGEST?**

13 **A.** To resolve 16.2, CenturyTel accepted Socket’s language with the added first sentence, which
14 Socket appears to dispute,

15 Each Party will transmit call detail information to the other for each call
16 being terminated on the other’s network, including calls that transit to the
17 other from third party carriers, in compliance with the provisions of the
18 Missouri Enhanced Records Exchange Rule; 4 CSR 240, Chapter 29, except
19 that the obligation regarding transiting traffic is limited only to the unaltered
20 transmission of call detail information as provided by the call originator. For
21 traffic that is not covered by that rule, each Party will include in the
22 information transmitted to the other for each call being terminated on the
23 other’s network (where technically available to the transmitting party), the
24 originating Calling Party Number (CPN). For all traffic originated on a
25 Party’s network including, without limitation, Switched Access Traffic, and
26 wireless traffic, such Party shall provide CPN as defined in 47 C.F.R.
27 § 64.1600(c) (“CPN”). Each Party to this Agreement will be responsible for

1 passing on any CPN it receives from a third party for traffic delivered to the
2 other Party. In addition, each Party agrees that it shall not strip, alter, modify,
3 add, delete, change, or incorrectly assign any CPN. If either party identifies
4 improper, incorrect, or fraudulent use of local exchange services (including,
5 but not limited to PRI, ISDN and/or Smart Trunks), or identifies stripped,
6 altered, modified, added, deleted, changed, and/or incorrectly assigned CPN,
7 the Parties agree to cooperate with one another to investigate and take
8 corrective action.

9 **Q. HOW SHOULD THE COMMISSION RULE ON ISSUE 26?**

10 A. CenturyTel's language is reasonable and eliminates any possibility for mischief by an
11 adopting party where Socket's language does not. Because of the problems inherent in
12 Socket's proposed language, the Commission should reject it and adopt CenturyTel's
13 reasonable language.

14 **ISSUE 31: Should Socket's proposed language regarding the exchange**
15 **of enhanced/information services traffic be included in the agreement?**

16 **Q. WHAT IS THE DISPUTE IN ISSUE 31?**

17 A. Basically, while recognizing "the unsettled landscape regarding compensation for carrying
18 VOIP and other enhanced services traffic" (Kohly Direct at 82), Socket proposes contract
19 language that would definitively govern the mode of transport and manner of intercarrier
20 compensation for VoIP and other forms of so-called "enhanced services traffic." (Miller
21 Direct at 64-65) Socket's attempt to do so in lieu of FCC guidance and while these matters
22 are pending before the FCC is inappropriate.

1 **Q. DOES SOCKET OFFER ANY EXPLANATION FOR THE INCLUSION OF**
2 **ENHANCED/INFORMATION SERVICES TRAFFIC IN THE AGREEMENT?**

3 A. Not any persuasive explanation. Socket claims that “if such language is not included, the
4 Parties will not have a contractual method of navigating the unsettled landscape regarding
5 compensation for carrying VOIP and other enhanced services traffic (collectively “IS
6 Traffic”).” (Kohly Direct at 82) Socket further misleadingly claims that “(w)ithout
7 definitive provisions in the ICA, Socket is concerned that CenturyTel may attempt to refuse
8 to interconnect for the exchange of IS traffic, or may demand undue compensation for IS or
9 other types of traffic that it does exchange with Socket.” (Kohly Direct at 82)

10 **Q. WHAT IS THE SOURCE FOR SOCKET’S POSITION?**

11 A. Yet again, Socket inappropriately takes language directly from decisions made in recent
12 arbitrations between CLECs and SBC (Case No. TO-2005-0336) that is contained in
13 Socket’s Interconnection Agreement with SBC.

14 **Q. WHY IS SOCKET’S POSITION INAPPROPRIATE?**

15 A. As I previously testified (Miller Direct at 64-65), the parties’ interconnection agreement
16 should not purport to define enhanced/information services traffic and should not provide
17 intercarrier compensation treatment that may contravene federal law. Socket says nothing in
18 its direct testimony to alleviate these concerns that the Commission should have. Instead,
19 Socket’s entire direct case appears to be a rhetorical effort to create fear as to the implications
20 of not having contract language and a misplaced reliance on contract language adopted as to

1 SBC. Because the FCC has preempted the VoIP issue and is currently considering these
2 matters, it is premature to include Socket's proposed terms in the parties' interconnection
3 agreement. The parties should instead wait until the FCC issues its VOIP regulations and
4 then, if required, incorporate them into the agreement as a change of law.

5 **Q. ARE THERE ANY OTHER PROBLEMS WITH SOCKET'S LANGUAGE?**

6 A. Yes. In addition to the general impropriety of addressing these matters now in advance of
7 forthcoming FCC determination, in my direct testimony I explained that although
8 interconnection agreements are intended to apply to the exchange of local
9 telecommunications traffic, Socket's proposal would have non-local traffic exchanged over
10 the same facilities as local traffic, giving rise to concerns about possible phantom traffic and
11 access charge avoidance. (Miller Direct at 64) *See* Schedule GEM-3: VOIP Architecture
12 Demonstrative Slides. Instead of repeating each of the specific problems that arise because
13 of Socket's proposed language, I direct the Commission's attention to pages 64 and 65 of my
14 direct testimony, in which I articulate four specific, serious problems with Socket's language
15 that require its rejection here. Among other things, Socket's language creates substantial
16 arbitrage opportunities that would allow carriers to completely circumvent applicable access
17 charges by creative re-characterization of traffic. As I earlier related, just a couple of weeks
18 ago, FCC Commissioner Jonathan S. Adelstein publicly stated it was "urgent" to reform the
19 intercarrier compensation regimes to eliminate arbitrage opportunities.

1 **Q. IS IT AT ALL RELEVANT THAT THIS LANGUAGE WAS APPROVED IN THE**
2 **ARBITRATION WITH AT&T MISSOURI?**

3 A. No. Socket's repetitive invocation of AT&T-oriented language does not make it appropriate
4 here. Just because language may apply to AT&T or AT&T agreed to it does not make it
5 appropriate in the context of a CenturyTel agreement. With a fundamentally different
6 business model critically focusing on different business plans, AT&T may be willing to
7 accept terms that are less desirable to its traditional wireline telephone business if it can use
8 those same terms to further its more important business objectives. And AT&T is heavily
9 involved in ISP services and has publicly stated an intent to deploy VoIP services. The
10 Commission, therefore, should look with a great deal of skepticism on AT&T agreement
11 terms that are not a valid model to use for deciding agreement terms with independent
12 telephone companies like CenturyTel.

13 **Q. SHOULD AT&T-BASED LANGUAGE ON THIS ISSUE APPLY TO**
14 **CENTURYTEL?**

15 A. No. Independent of the general impropriety of extending AT&T-oriented obligations on
16 CenturyTel without any showing of comparability or applicability, doing so in this case
17 would be particularly inappropriate. For example, the FCC has regularly exempted 2%
18 carriers such as CenturyTel from many of its rules. Given that all indications to date show
19 that the FCC is likely to sustain access charges for 2% carriers in the current NPRM on
20 intercarrier compensation, Socket's self serving position is likely to contradict the outcome
21 on this matter pending before the FCC. The regular exemption of 2% carriers like

1 CenturyTel is just one more reason why the terms of the Socket-AT&T agreement cannot be
2 unilaterally applied to CenturyTel.

3 **Q. HOW DO YOU RESPOND TO SOCKET'S REFERENCE THAT THIS LANGUAGE**
4 **IS ALSO INCLUDED IN THE INTERCONNECTION AGREEMENT ADOPTED BY**
5 **CENTURYTEL'S AFFILIATE, LIGHTCORE? (KOHLY DIRECT AT 83)**

6 A. It makes no difference at all to this case. LightCore is a separate company with separate
7 operations. Further, I can relate from first hand experience as a CLEC employee involved in
8 agreement adoptions that it is common for a CLEC to adopt any agreement that is close to
9 meeting its needs rather than spend the time and effort to negotiate one. To that end, a CLEC
10 may ignore terms that are meaningless to it. Since to my knowledge LightCore does not
11 provide any VoIP service, or any other switched local service for that matter, these terms are
12 meaningless in relation to LightCore and their presence in the LightCore agreement says
13 nothing about their propriety.

14 **Q. SO HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

15 A. The Commission should find that these terms are yet another attempt to arbitrage access
16 services and that this issue has been preempted by the FCC. The Commission should reject
17 Socket's proposed language on this issue (Section 17.0 in its entirety).

III.
ARTICLE XIII DISPUTED ISSUE

Q. SOCKET STATES THAT NINE MONTHS IS AN APPROPRIATE TIMEFRAME FOR DEVELOPMENT OF THE ELECTRONIC OSS IT DEMANDS BECAUSE THAT CORRELATES WITH COMMITMENTS CENTURYTEL MADE DURING ITS ACQUISITION OF THE VERIZON PROPERTIES. (BRUEMMER DIRECT AT 14) IS NINE MONTHS AN APPROPRIATE TIMEFRAME FOR DEVELOPMENT AND IMPLEMENTATION OF ELECTRONIC OSS?

A. No. With respect to Socket's proposed nine-month timeframe, there are two facets to the issue. First, Socket fundamentally errs in its interpretation of the supposed CenturyTel "commitment." As CenturyTel witness Carla Wilkes testifies, the comment, not commitment, made during the CenturyTel acquisition referred not to electronic access to OSS but to a GUI-based order entry form for electronic submission of LSR orders. Instead of committing to develop a full-blown mechanism for electronic access to OSS in nine months, as Socket asserts, CenturyTel observed that:

CenturyTel is working toward a web-based solution that should allow for automation to the interconnecting companies. We anticipate this functionality to be available within nine months of the expected close date of the transaction.

(Turner Direct at 29) To say it is "working toward a web-based solution" that it "anticipates" being available in nine months is a far cry from "committing" to develop "electronic interfaces" that connects two separate OSS systems. Socket has taken this comment out of context and misinterprets what was said. In either event, the Commission should not be deceived. Moreover, notably, this GUI-based LSR order entry process that CenturyTel referenced has been developed and implemented, and Socket is already using this process.

1 Further, the Commission should note that on page 5 of its Order that relates to the
2 acquisition (Case No. TM-2002-232), the Commission recognized that “Notwithstanding the
3 forgoing, CLECs understand and agree that the method used by CenturyTel to process
4 service orders will be different from the method currently utilized by Verizon.” The intent
5 was plainly **not** to require implementation of a Verizon-like method of electronic access to
6 OSS. To Socket’s claim that it is not a party to the Stipulation (Kohly Direct at 9, line 1), on
7 page 19 of the Stipulation, the Commission noted that no non-joining party filed a request for
8 hearing within the allotted seven days and therefore the nonunanimous stipulation and
9 agreement thus became unanimous by operation of law.

10 Second, as I related in my direct testimony (Miller Direct at 65-76), based upon my
11 experience with SBC and the other major carriers at the ECIC in the 1990s, given the time it
12 took for the RBOCs to implement electronic access to OSS, a nine-month implementation
13 requirement is unreasonable and infeasible. I don’t see any way CenturyTel could implement
14 what Socket is demanding in less than 24-36 months.

15 **IV.**

16 **ARTICLE XII DISPUTED ISSUE – NUMBER PORTABILITY**
17

1 **ISSUE NO. 2: Should the ICA clearly specify that the parties are**
2 **required to permit telephone numbers associated with remote call**
3 **forwarding to be ported only when the number being forwarded is**
4 **located in the same rate center?**

5 **Q. WHAT IS THE PARTIES' DISPUTE RELATING TO NUMBER PORTABILITY?**

6 A. By demanding "number portability" for numbers subject to Remote Call Forwarding (RCF),
7 Socket effectively demands location portability, which is inappropriate. (Miller Direct at 79-
8 87). While parties are entitled to number portability, they are not entitled to port numbers to
9 different locations that are not in the same rate center.

10 **Q. MR. TURNER STATES THAT OTHER INCUMBENTS DO NOT PREVENT THIS**
11 **TYPE OF NUMBER PORTABILITY. (TURNER DIRECT AT 60) IS THIS TRUE?**

12 A. First, I would note that the practices of other incumbents is not relevant to the instant dispute.
13 That others could volunteer to do things in the context of different business arrangements
14 does not speak to CenturyTel's obligations under the FTA. Second, Socket's assertion is
15 misguided. It seems unlikely that Mr. Turner is familiar with the policies of all incumbent
16 local exchange carriers in sufficient detail to opine that no others prevent this type of
17 portability. To that end, I am aware of ILECs that do not permit porting of RCF'd numbers.
18 In fact, the minutes of the workgroup Mr. Turner relies on in his testimony (Turner Direct at
19 60) undermine his claim, by noting that "[t]he current provider serving the customer has
20 refused to port the number, stating that this is Location Portability (porting outside the Rate
21 Center)." Not only is it irrelevant what other do, at least some other carriers follow the same
22 policy proposed by CenturyTel

1 Q. IS SOCKET'S RELIANCE ON A LOCAL NUMBER PORTABILITY
2 SUBCOMMITTEE MEETING RELEVANT?

3 A. No, for two reasons. First, Although Mr. Turner references an industry meeting, his citation
4 only comes from the *minutes* of the meeting. Tellingly, the subcommittee has not changed
5 the LNP rules to permit location porting or porting of RCF'd numbers, they just talked about
6 porting of RCF'd numbers. The fact that some industry participants may think the rules
7 should be changed does not change the current rules. Mr. Turner's citation is therefore
8 anecdotal and does not provide any real justification for Socket's position on this issue. The
9 Commission may also note that in addition to the comment only being in meeting minutes,
10 not changed rules, nowhere in the comment does it indicate that the problems associated with
11 location portability were resolved. My previous testimony referenced these many problems
12 as noted by the FCC (Miller Direct at 79-87).

13 Second, it is noteworthy that the industry participants who came to this dubious
14 conclusion were shown to be AT&T, BellSouth and Verizon. As I have previously testified,
15 with a fundamentally different business model critically focusing on different business plans,
16 these RBOCs may be willing to accept conditions that may be problematic for their
17 traditional wireline telephone business if they can use those same conditions to further their
18 more important business objectives in the VoIP and wireless operations. The Commission,
19 therefore, should look with a great deal of skepticism on RBOC positions that are not a valid
20 model to use for deciding agreement terms with independent rural telephone companies like
21 CenturyTel.

1 There is nothing in Socket's testimony that changes the facts in my original
2 testimony. The FCC has not currently mandated location porting, the FCC lists numerous
3 problems associated with location porting, and the industry has not yet resolved these
4 problems. Without location portability rules, porting an RCF'd number is technically
5 infeasible and no location portability rules have been developed and approved by the industry
6 standards body.

7 **Q. SHOULD THIS INTERCONNECTION AGREEMENT ADDRESS LOCATION**
8 **PORTABILITY BY PERMITTING THE PORTING OF AN RCF'D NUMBER?**

9 A. No. The FCC must address the associated problems in rule making proceedings and then
10 related guidelines need resolution through an industry standards process. It would be
11 premature and inappropriate for these issues to be decided by carriers and addressed in an
12 interconnection agreement.

13 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

14 A. Yes, it does.