

Exhibit No.:
Issues: *Local Number Portability
Administration Working Group;
Number Portability*
Witness: *Michael Penn*
Sponsoring Party: *CenturyTel of Missouri, LLC &
Spectra Communications
Group, LLC d/b/a CenturyTel*
Type of Exhibit: *Rebuttal Testimony*
Case No.: *TC-2007-0341*
Date Testimony Prepared: *May 22, 2007*

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

REBUTTAL TESTIMONY

OF

MICHAEL PENN

CASE NO. TC-2007-0341

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Socket Telecom, LLC,
Complainant,

v.

CenturyTel of Missouri, LLC d/b/a
CenturyTel and Spectra Communications
LLC, d/b/a CenturyTel,
Respondent.

Case No. TC-2007-0341

AFFIDAVIT OF MICHAEL PENN

STATE OF LOUISIANA

OUACHITA PARISH

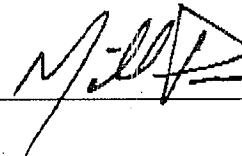
)
) ss.
)

I, Michael Penn, of lawful age and being duly sworn, state as follows:

1. My name is Michael Penn. I am presently an Engineer and Local Number Portability Administrator for CenturyTel Service Group, LLC.

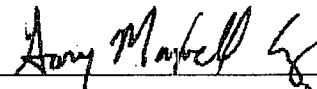
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony in the above-referenced case.

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



Michael Penn

Subscribed and sworn to before me this 22nd day of May, 2007.



Notary Public

My Commission expires: At death

(SEAL)

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

1 A. I completed a Bachelor of Arts Degree from Louisiana State University in
2 Communications. Additionally, I have been certified in Convergent Network
3 Technologies from the Telecommunications Industry Association and Comptia Network
4 Plus.

5 **Q. How long have you worked for CenturyTel?**

6 A. Nine years.

7 **Q. How long have you been a local number portability administrator for CenturyTel?**

8 A. Six years.

9 **PURPOSE OF TESTIMONY**

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

11 A. My testimony is intended to rebut and clarify certain portions of the direct testimony filed
12 by Matthew Kohly and Elizabeth Kistner in this proceeding on behalf of Socket Telecom,
13 LLC. Specifically, I submit that Ms. Kistner is wrong in her assertion that a new and
14 more expansive definition of “physical location” within the Local Number Portability
15 (“LNP”) industry has “evolved” for wireline-to-wireline LNP. In addition, my testimony
16 will show, based on my LNP industry-related experience that there is not a new standard
17 in the industry that would require CenturyTel to port numbers when a customer’s
18 physical location changes rate centers. I also clarify that the purpose of the Local
19 Number Portability Administration Working Group (“LNPA WG”) and other similar
20 bodies is to arrive at industry consensus on the implementation of technical issues
21 pertaining to LNP administration – not to promulgate binding decisions regarding the
22 interpretation of LNP legal obligations.

23

1 **LOCAL NUMBER PORTABILITY WORKING GROUP AND OTHER RELEVANT**
2 **INDUSTRY BODIES**

3 **Q. What is the Local Number Portability Administration Working Group?**

4 A. This is an industry association comprised of representatives from wireless
5 telecommunication providers, incumbent and competitive local exchange
6 telecommunication providers, consultants to telecommunications providers and
7 telecommunication regulatory representatives.

8 **Q. What is the purpose of the LNPA Working Group?**

9 A. The LNPA-WG proactively addresses technical issues with portability as well reactively
10 addresses technical problems with portability and suggests resolutions to the NPAC.
11 Also, the LNPA-WG often makes recommendations to the FCC regarding LNP
12 administration and establishes industry procedure where necessary with industry
13 consensus.

14 **Q. What is the NPAC?**

15 A. The NPAC, or Number Portability Administration Center, was developed by Neustar,
16 Inc., the government appointed national administrator for LNP to support the
17 implementation of LNP.

18 **Q. What is the purpose of NPAC?**

19 A. The NPAC provides the infrastructure and technical policy required to properly port
20 numbers and successfully route calls to ported numbers throughout the United States and
21 Canada.

22 **Q. Does the LNPA-WG issue determinations that are binding on its members or the**
23 **telecommunications industry?**

1 A. No. The LNPA-WG makes recommendations to the NPAC and FCC from
2 determinations regarding technical and procedural standards for achieving the regulatory
3 and legal requirements contained within the Telecommunications Act of 1996 and
4 relevant FCC and Public Service Commission Rules and Orders regarding LNP.
5 Additionally, the LNPA WG is a forum where LNP issues are identified, discussed and
6 resolutions are suggested. After being closed, the issues are passed on to the appropriate
7 governing body to be considered for approval and often established as policy.

8 **Q. Does the LNPA-WG have the power to make laws?**

9 A. No.

10 **Q. Did Socket raise an issue with the LNPA-WG?**

11 A. Yes. It was placed on the agenda as PIM 60.

12 **Q What does "PIM" mean?**

13 A. PIM stands for Problem Identification and Management.

14 **Q Is PIM 60 typical of the issues discussed by the LNPA WG in that it was submitted**
15 **for regulatory approval?**

16 A. Definitely not. However, Socket specifically stated in PIM 60 that "Socket is not seeking
17 to have this particular dispute resolved by the LNPA working group. Instead, Socket
18 would like a recommendation from the LNPA working group as to whether the port
19 described above constitutes geographic or location portability and whether, in its opinion,
20 a LEC is required to port the number in the situation described..." As Mr. Furchtgott
21 Roth testifies, the LNPA WG advises various groups including the FCC on number
22 portability issues, particularly technical aspects of porting. Typically, the LNPA WG
23 reviews problems and makes recommendations regarding technical issues that affect

1 multiple carriers. This is a unique case, as stated by Socket and confirmed by
2 participating LNPA WG members.

3 **Q. Did Socket give any notice at all to CenturyTel that it sought input from the LNPA-**
4 **WG on the issue in this proceeding?**

5 A. Absolutely not. I learned about PIM 60 only as I reviewed the notice for the LNPA-WG
6 meeting – the day before PIM 60 was to be discussed.

7 **Q. Do you agree with Matt Kohly's testimony that "Even presenting and discussing**
8 **this issue in any meaningful way before the group was extremely difficult because of**
9 **the manner in which CenturyTel representatives conducted themselves and chose to**
10 **address this issue, such as almost constant interruptions."**

11 A. No. It is clear that Matt Kohly would have preferred to have presented PIM 60 with only
12 his viewpoint and characterization of the issue being heard and without comment or
13 participation from CenturyTel. I do not agree with the characterizations of "almost
14 constant interruptions" and the implication that CenturyTel was rude. That was certainly
15 not CenturyTel's intent. However, CenturyTel did need to insert important details that
16 were overlooked or omitted by Mr. Kohly's presentation. In essence, CenturyTel needed
17 to clarify and add important facts for the LNPA-WG to make an informed decision.

18 **Q. What relevant facts did Socket omit from PIM 60?**

19 A. Importantly, Socket failed to mention that the customer's physical location was moving
20 to a different rate center from the original ported number.

21 **Q. Why is the omission of this fact important?**

22 A. The omission of this fact would actually revolutionize the definition of "service provider
23 portability" and removes all meaning to the word "physical location" in the current and

1 controlling legal authorities. Additionally, this scenario - where the customer moves
2 physical locations - forces the old provider and tandem provider to add new facilities in
3 order to carry local traffic over a toll tandem trunk group. Ultimately, this sets a bad
4 precedent for porting customer numbers to locations across rate center boundaries.
5 Additionally, this distorts the network investment strategies of carriers and, as Mr.
6 Furchtgott-Roth testifies, exceeds the intent of the 1996 Telecommunications Act, which
7 was to promote "local competition."

8 **Q. In your previous answer, you mention that the porting scenario requested by Socket**
9 **can cause local traffic to be transported over toll tandem trunk groups. Can you**
10 **explain why this is important?**

11 A. Yes. I am not an expert on intercarrier compensation. However, this scenario can cause
12 blockage on toll trunk groups because they were not designed to carry large amounts of
13 local traffic.

14 **TECHNICAL CONCERNS WITH SOCKET'S PROPOSED PORTING SCENARIO**

15 **Q. Is trunk capacity an issue that is related to number porting?**

16 A. Yes. The technical feasibility of completing a number port without adversely impacting
17 existing traffic flow is a very real concern for CenturyTel's Missouri customers and for
18 Socket.

19 **Q. Why is capacity important in the porting situations requested by Socket?**

20 A. Capacity is important because the customer's physical location changes rate centers for
21 Socket's port requests, so the facilities for routing these ported numbers must utilize
22 interexchange toll trunks - rather than the local trunk group. This is important because
23 the local trunk groups were designed to handle LNP traffic. The toll trunk groups were

1 not designed to handle LNP re-routing- especially at the traffic volumes created by ISP-
2 bound calls.

3 **Q. How exactly is number porting related to call routing?**

4 A. Porting a number means that you are routing the call path of a number to a different
5 carrier that is identified by a Location Routing Number ("LRN"). Stated differently,
6 when a number is ported, it is re-routed to the new carrier.

7 **Q. What impact does re-routing a number have for the two involved carriers?**

8 A. In the typical number porting situation, where the customer's physical location does not
9 change, the re-routing of a number moves only over local trunk groups, which are
10 initially designed and augmented to carry large amounts of local traffic. In the
11 geographic porting situation that is the subject of this proceeding, there is only one option
12 to re-route calls, and that is over the toll tandem group.

13 **Q. What does that mean?**

14 A. The re-routing of a number where the location changes rate centers means that the traffic
15 now must move over non-local trunk groups unless there is an outside agreement to
16 establish direct trunking. Stated differently, if the customer's physical location changes
17 for a number port request, CenturyTel must re-route the call path across the toll trunk
18 group rather than the local trunk because there is no local trunk route to a location outside
19 the customer's previous rate center location.

20 **Q. How is toll trunk capacity affected by the type of geographic number port requested**
21 **by Socket?**

22 A. This arrangement can lead to interexchange network congestion and dropped calls where
23 the trunk capacity for traffic to the ported number is not sufficient.

1 **Q. Why are there more local trunk groups than toll trunk groups?**

2 A. Because local traffic is much heavier than toll traffic; there are large amounts of local
3 traffic trunk groups that can easily handle the demands of LNP. However, if the
4 customer's physical location changes rate centers, this has an impact on the toll trunk
5 group, which was only designed to handle much smaller volumes of toll traffic. Stated
6 differently, I would argue that there is not excess capacity for passing local traffic
7 over the toll trunk groups – such as Socket is requesting.

8 **FIRM ORDER CONFIRMATION (“FOC”)**

9 **Q. Do you agree with Mr. Kohly's characterization of the meaning of a FOC, on page**
10 **12 of his testimony, which states, “If CenturyTel returns a Firm Order**
11 **Confirmation, Socket considers the order to be properly submitted in all respects**
12 **and that CenturyTel has proper facilities to complete the order.”?**

13 A. This statement needs some clarification. A Firm Order Confirmation (“FOC”) does not
14 necessarily mean that CenturyTel “has proper facilities to complete the order.” I think
15 that Newton's Telecom Dictionary has a good definition of the realities that are routinely
16 encountered in regard to a FOC:

17 “FOC Firm Order Confirmation. AN FOC is a confirmation that a telephone
18 company received an order from a customer, has processed it, and has provided a due
19 date back. For most practical applications, the Due Date from the FOC is “firm”, but
20 not always set in stone. For instance in between when the FOC is issued and the Due
21 Date, a backhoe cuts the fiber in the ground or a rainstorm floods the basement of an
22 office building. The due date is going to change. Therefore the date is no longer
23 firm.”¹
24

25 **Q. Does a FOC actually confirm a final due date?**

¹ See Newton's Telecom Dictionary, Newton, Harold; 22nd Updated and Expanded Dictionary, 2006.

1 A. While the parties agree to a tentative due date in the FOC, the industry recognizes that
2 situations can and do occur which require pushing the tentative due date out, or, in some
3 cases, moving the date up.

4 **NATIONAL PORTABILITY ADMINISTRATION CENTER PROCESS**

5 **Q. Do you agree with Mr. Kohly's statement at page 13 of his testimony: "If**
6 **CenturyTel does not agree that the number should be ported, CenturyTel is**
7 **required to place the port order in Conflict status at NPAC."?**

8 A. Absolutely not. Conflict status is an option, not a requirement. Putting an order in
9 conflict is unnecessary if the parties are involved in communication about the order
10 status.

11 **Q. Should Socket have worked the port request described in Mr. Kohly's testimony on**
12 **pages 21?**

13 A. If Socket knew that CenturyTel could not port the number due to conversations between
14 both parties and still activated the ported number, regardless, then absolutely not. Such
15 action would certainly jeopardize the customer's service. It is the activation of a number
16 port that triggers routing to the new service provider to begin. The activation phase of
17 porting can ONLY be performed by the new provider.

18 **Q. Does this conclude your rebuttal testimony?**

19 A. Yes it does.