

Exhibit No.:
Witness: Susan W. Smith
Sponsoring Party: CenturyTel of Missouri, LLC &
Spectra Communications
Group, LLC d/b/a CenturyTel
Type of Exhibit: Rebuttal Testimony
Case No.: TC-2008-0225
Date Testimony Prepared December 19, 2008

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

REBUTTAL TESTIMONY

OF

SUSAN W. SMITH

CASE NO. TC-2008-0225

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

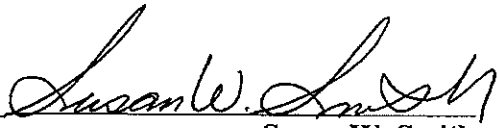
Socket Telecom, LLC,)	
Complainant,)	
v.)	
)	Case No. TC-2008-0225
CenturyTel of Missouri, LLC and)	
Spectra Communications Group, LLC)	
d/b/a CenturyTel,)	
Respondents.)	

AFFIDAVIT OF SUSAN W. SMITH

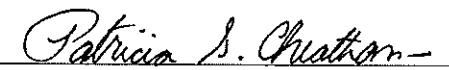
STATE OF TEXAS)
) SS.
BOWIE COUNTY)

I, **Susan W. Smith**, of lawful age and being duly sworn, state as follows:

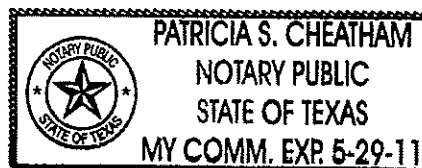
1. My name is Susan W. Smith. I am presently employed by CenturyTel Service Group, LLC.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony in the above-referenced case.
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge, information and belief.


Susan W. Smith

Subscribed and sworn to before me this 19th day of December, 2008.


Notary Public

My Commission expires: 5/29/11
(SEAL)



1 **REBUTTAL TESTIMONY**

2 **OF**

3 **SUSAN W. SMITH**

4 **CASE NO. TC-2008-0225**

5
6 **I. INTRODUCTION**

7 **Q: PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

8 **A:** My name is Susan W. Smith. My business address is 911 N. Bishop Dr., C207,
9 Texarkana, TX 75501.

10 **Q: BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

11 **A:** I am employed by CenturyTel Service Group, LLC. As an employee of CenturyTel
12 Service Group, LLC, I hold the position of Director of External Affairs. In that capacity,
13 I have represented and continue to represent CenturyTel of Missouri, LLC and Spectra
14 Communications Group, LLC d/b/a CenturyTel in its negotiations with competing
15 carriers.

16 **Q: PLEASE DESCRIBE YOUR EDUCATION BACKGROUND AND WORK**
17 **RELATED TRAINING.**

18 **A:** I have a Bachelor of Administration Degree in Management and Bachelor of
19 Administration Degree in Marketing with a minor in Accounting from Texas A&M
20 University. I have been employed by CenturyTel since February 1983, and I have held
21 various positions, including Assistant Director of Marketing, Assistant to the Sr. Vice
22 President of Revenues and External Affairs, Director of Industry Relations and Director
23 of External Affairs. I have been involved in regulatory and interconnection issues for

1 CenturyTel's wireless, wireline or Competitive Local Exchange Carriers ("CLEC")
2 operations since 1989.

3 **Q: ON WHOSE BEHALF ARE YOU SUBMITTING REBUTTAL TESTIMONY**

4 **A:** I am submitting rebuttal testimony on behalf of Spectra Communications Group, LLC
5 d/b/a CenturyTel ("Spectra Communications") and CenturyTel of Missouri, LLC
6 ("CenturyTel of Missouri"). The two CenturyTel ILECs, Spectra Communications and
7 CenturyTel of Missouri, are referred to collectively as "CenturyTel" strictly as a matter of
8 convenience. They are separate ILECs under the FTA, and each operates under a separate
9 agreement with Socket.

10 **Q. WHAT IS THE RELATIONSHIP BETWEEN CENTURYTEL SERVICE GROUP,**
11 **LLC, CENTURYTEL OF MISSOURI, LLC AND SPECTRA**
12 **COMMUNICATIONS GROUP, LLC D/B/A CENTURYTEL?**

13 CenturyTel Service Group, LLC, CenturyTel of Missouri and Spectra Communications
14 are all subsidiaries of CenturyTel, Inc. For simplicity sake, and as noted above, when I
15 refer to CenturyTel in this testimony, I am referring to CenturyTel of Missouri and
16 Spectra Communications jointly, even though they are separate and independent Local
17 Exchange Companies.

18 **Q: HAVE YOU PREVIOUSLY TESTIFIED OR FILED TESTIMONY BEFORE A**
19 **PUBLIC UTILITY OR PUBLIC SERVICE COMMISSION?**

20 **A:** Yes. I have testified on various issues concerning wireless and land line
21 telecommunications service, such as wireless and landline interconnection, reverse
22 billing, number portability, general licensing matters, including certificates of public
23 convenience and necessity, competitive issues and universal service. I have testified

1 before the Missouri Public Service Commission and the state regulatory commissions in
2 Arkansas, Texas, Michigan, Mississippi, Indiana, Louisiana, New Mexico, Arizona and
3 Wisconsin.
4

5 **II. PURPOSE OF TESTIMONY**

6 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

7 **A:** The purpose of my testimony is to address and rebut the direct testimony of Mr. R.
8 Matthew Kohly concerning 1) interconnection in place prior to October 13, 2006, (2)
9 transition to the new Agreement effective 10/13/2006, 3) how the Commission's
10 decision in Case No. TO-2006-0299 and the resulting terms of the interconnection
11 agreement address Points of Interconnection ("POIs"), and 4) subsequent
12 decommissioning and establishment of POIs pursuant to the Agreement.
13

14 **III. POIS AND TRANSITION TO THE NEW INTERCONNECTION AGREEMENT**
15 **(ICA)**

16 **Q: BEGINNING ON PAGE 23 OF HIS TESTIMONY, MR. KOHLY DISCUSSES**
17 **PRIOR "INTERIM ARRANGEMENTS" IN PLACE BETWEEN THE PARTIES**
18 **AND HOW THEY SHOULD HAVE BEEN TRANSITIONED TO THE NEW**
19 **AGREEMENT EFFECTIVE OCTOBER 13, 2006. DO YOU AGREE WITH MR.**
20 **KOHLY'S PORTRAYAL OF THE INTERCONNECTION AGREEMENTS**
21 **BETWEEN THE PARTIES OR THE TRANSITION PROCESS?**

1 A. No, I do not agree with Mr. Kohly's portrayal of the prior agreements as interim or his
2 description of how services are to be transitioned from one Agreement to another. I will
3 address each of these points individually.

4 I do acknowledge that prior to the effective date of the new ICA that Socket and
5 CenturyTel of Missouri, LLC operated under an interconnection agreement originally
6 made between AT&T Communications of Southwest, Inc. and GTE Midwest, Inc.
7 adopted by Socket in Commission Case No. TX-2002-1085. Socket and CenturyTel of
8 Missouri entered into an Amendment to the Interconnection Agreement dated October
9 17, 2005 which was approved by the Commission in Case No. TK-2006-0175.

10 I also acknowledge that prior to the effective date of the new ICA that Socket and
11 Spectra Communications Group, LLC operated under an Interim Arrangement dated
12 October 17, 2005, that was approved by the Commission in Case No. TK-2006-0175.¹

13 Under Mr. Kohly's interpretation, all POIs and *all services* established under
14 these prior Agreements would be treated as" interim" and would be automatically
15 dismantled and replaced with a new the ICA. However, instead of a consistent
16 application of his interpretation towards all previously ordered services, he conveniently
17 picks and chooses which services would be dismantled. This position is nonsensical,
18 unworkable, ignores the complete terms of the new ICA and was never contemplated.

19 **Q. DO YOU HAVE PRIOR EXPERIENCE IN NEGOTIATING, IMPLEMENTING**
20 **AND TRANSITIONING INTERCONNECTION AGREEMENTS, AND HOW**
21 **DOES YOUR EXPERIENCE CONFLICT WITH WHAT SOCKET HAS**
22 **DESCRIBED?**

¹ In its *Order Approving Interconnection Agreements and Closing Case*, the Commission noted: "The Commission concludes that an interim arrangement is legally indistinguishable from other interconnection agreements and is thus subject in all respects to the requirements of the Act." *Order*, page 2.

1 **A:** Yes. I began negotiating interconnection arrangements with ILECs in 1989 for
2 CenturyTel, Inc's wireless operations in ten states. In 1996, all agreements were
3 renegotiated in compliance with the Telecommunications Act of 1996 and transitioned
4 from the prior agreement to the new agreement. In 2002 I began negotiating
5 interconnection agreements for many of CenturyTel's ILEC subsidiaries. In total I have
6 negotiated and transitioned in excess of 300 interconnection agreements and no other
7 competitive carrier has ever suggested a transition as contemplated by Mr. Kohly. In
8 each case, an interconnection implementation meeting was held with the interconnecting
9 carrier, and conversion to the terms of the new interconnection agreement were
10 discussed. In almost every case this would merely involve the implementation of billing
11 and procedure changes. In no case, were existing POIs and services automatically
12 dismantled. In those rare cases where actual POIs and services could be eliminated, the
13 transition plan as detailed in the new interconnection agreement would apply. This
14 would also be true in those instances where POIs and services would be added. In each
15 case where POIs were added, removed, or revised, such could only be implemented
16 through an order by the competing carrier, which in this case is Socket.

17 Socket cannot merely disconnect virtually every POI that was ordered and in
18 place under the prior agreements and only then start following the provisions of the new
19 interconnection agreements. This is especially true in those instances where it directly
20 conflicts with the terms of the new ICA, and Socket's traffic already exceeds the
21 established thresholds within the agreements. If Socket's peculiar logic was accurate,
22 Socket would have had to disconnect not only every POI but also every service, element,
23 and interconnection previously in place which would include Socket's Unbundled

1 Network Elements, collocations, ported numbers, etc, and start over with new orders for
2 everything. Conveniently, Socket is only applying its creative logic to those facilities
3 where it was directly interconnected and where it would now prefer to indirectly
4 interconnect as a means of avoiding the legitimate costs of doing business in these
5 exchanges. In addition, by attempting to convert these POIs to indirect interconnection,
6 Socket is attempting to advance what it believes is a loop-hole in the agreement that
7 would allow them to totally disregard and avoid the Commission's Arbitration Order
8 concerning POI establishment and traffic thresholds.

9 **Q: MR. KOHLY COMPARES HIS TRANSITION WITH AT&T TO WHAT**
10 **SHOULD HAVE HAPPENED WITH CENTURYTEL OF MISSOURI AND**
11 **SPECTRA COMMUNICATIONS. CAN YOU PLEASE COMMENT?**

12 **A:** Yes. In most aspects there is no comparison since the agreements are totally different.
13 There are no similar POI threshold establishment and decommissioning requirements in
14 the AT&T Agreement; therefore, Mr. Kohly's argument to merely ignore these
15 provisions of the CenturyTel of Missouri and Spectra Communications ICAs would not
16 apply in construing the AT&T Agreement. However, Mr. Kohly does acknowledge that
17 Socket and AT&T did hold a meeting in which the Parties agreed upon the replacement
18 architecture and redefined each carrier's financial responsibility. He further admitted that
19 Socket submitted orders to accomplish the changes. As I will describe later, an
20 implementation meeting did take place between Socket and CenturyTel, and the billing
21 changes were made exactly as discussed. Any network changes would have required a
22 subsequent ASR by Socket.

1 **Q: PRIOR TO OCTOBER 13, 2006, THE EFFECTIVE DATE OF THE NEW ICA,**
2 **WHAT POIS WERE IN PLACE BETWEEN SOCKET AND CENTURYTEL.OF**
3 **MISSOURI, LLC?**

4 **A:** Prior to the effective date of the existing Agreement the following Points of Interconnect
5 (POIs) were in place between Socket and CenturyTel of Missouri, LLC.

POI Location	Date Established	Socket Submitted ASR Number
St. James	2/2/2004	355113
Hermann	2/18/2004	355109
Wentzville	6/14/2004	371138, 371073
Warrenton	6/15/2004	371158, 371159
Troy	8/5/2004	383943, 383990
St. Peters	6/27/2005	35674, 35673
O'Fallon	9/2/2005	443287, 443327
Branson	9/16/2006	487194, 487114
Columbia Main	10/30/2003	340666, 340808, 385649
Columbia West	7/29/2004	383800

6
7 **Q: PRIOR TO OCTOBER 13, 2006, THE EFFECTIVE DATE OF THE NEW ICA,**
8 **WHAT POIS WERE IN PLACE BETWEEN SOCKET AND SPECTRA**
9 **COMMUNICATIONS GROUP, LLC?**

10 **A:** Prior to the effective date of the existing Agreement the following Points of Interconnect
11 (POIs) were in place between Socket and Spectra Communications Group LLC.

POI Location	Date Established	Socket Submitted ASR Number
Licking	7/23/2004	385280, 384672
Monroe City	8/9/2004	384980
Van Buren	9/2/2004	387688
Canton	11/16/2004	384468
Palmyra	2/9/2006	467513, 467739

12
13 **Q: IT APPEARS THAT THE MAJORITY OF THESE POIS WITH SPECTRA**
14 **COMMUNICATIONS WERE IMPLEMENTED IN 2004, PRIOR TO THE**

**EFFECTIVE DATE OF THE INTERIM ARRANGEMENT APPROVED BY THE
COMMISSION IN CASE NO. TK-2006-0175. COULD YOU PLEASE EXPLAIN?**

A: Each of these POIs were discussed in detail in Case No. CO-2005-0066 where Socket attempted to adopt the AT&T/GTE agreement for purposes of interconnection with Spectra Communications, which was rejected by the Commission. As I testified in that case, these Spectra Communications POIs were ordered and installed in error, but we agreed that they would not be disconnected; thus giving the Parties the opportunity to negotiate an interconnection agreement for Spectra Communications. That Agreement was not finalized until October, 2005. As shown above, no additional POIs were implemented within Spectra Communications until February 9, 2006 after the Interim Arrangement was approved by the Commission.

**Q: WHICH PARTY IS RESPONSIBLE FOR DETERMINING THE QUANTITIES
AND PLACING THE ORDERS FOR THE ASSOCIATED INTERCONNECTION
FACILITIES AND TRUNKS RELATED TO THESE POIs?**

A: Socket is responsible for submitting the orders through an Access Service Request (ASR) for both the facilities and the trunks associated with each of these POIs.

Q: WHAT TYPE OF ADDITIONAL INFORMATION DOES THE ASR INCLUDE?

A: The facility Access Carrier Terminal Location (ACTL) designated on the ASR would indicate whether Socket would be obtaining facilities through a third party, providing its own or if Socket desired for CenturyTel of Missouri and / or Spectra Communications to provide the facilities. It would also specify the type and quantity of facilities required and where each end would terminate. The ACTL additionally specifies the jurisdiction of the requested facilities. The ASR for the trunks would specify the quantity and type of

1 trunks requested, the required signaling, the jurisdiction of the traffic and exactly what
2 would be routed over the requested trunks. For example, if Socket requested trunking
3 from a Spectra Communications host end office, the order would state whether all local
4 calls from that host office to a Socket Local Routing Number (LRN) and / or specified
5 NPA / NXXs would be routed over the requested trunk group. In each instance, the trunk
6 group was built and traffic was routed as specified by Socket on the requesting ASR at
7 each of these POI locations. On page 32 of his testimony, Mr. Kohly accurately
8 describes that Socket requested on its ASR that all traffic to and from the host office,
9 which could service multiple exchanges, be routed over the requested POIs.

10 **Q: COULD CENTURYTEL OF MISSOURI OR SPECTRA COMMUNICATIONS**
11 **REQUIRE THAT SOCKET USE ONLY IT'S FACILITIES?**

12 **A:** No. In each case, the decision to lease facilities from a third party, provide its own
13 facilities or lease facilities from the ILEC is totally up to Socket.

14 **Q: DOES CENTURYTEL OF MISSOURI OR SPECTRA COMMUNICATIONS**
15 **DETERMINE THE QUANTITY OF TRUNKS REQUIRED**

16 **A:** No. In each case it was Socket that determined the initial quantity of all trunks required
17 based on its forecasted traffic volumes for incoming and outgoing traffic. Because of
18 recording limitations existing prior to 2005 in DMS100 switches, CenturyTel of Missouri
19 / Spectra Communications did require that Socket initially establish 1-way trunking in
20 some locations. In 2005, Socket was informed that all DMS 100 switches in MO had
21 been upgraded and 1-way trunking was no longer required. At this time, all trunking
22 could be converted to 2-way, but it would require a subsequent order by Socket.
23 CenturyTel could not unilaterally convert the trunking to 2-way.

1 **Q: DOESN'T MR. KOHLY REPRESENT ON PAGE 29 OF HIS TESTIMONY THAT**
2 **CENTURYTEL IS RESPONSIBLE FOR 1-WAY TRUNKING? IS THAT**
3 **ACCURATE?**

4 **A.** Mr. Kohly attempts to argue that that each carrier is generally responsible for the trunks
5 that carry its own originating traffic. However, he is also aware that the criteria for
6 establishing a POI as ordered by the Commission in Case No. TO-2006-0299 is for total
7 traffic both incoming and outgoing.² He also acknowledges on page 29 that an order
8 would be required by Socket to convert from 1-way trunking to 2-way which would
9 result in provisioning of new facilities and rerouting of traffic. Socket has never
10 submitted any such orders. Mr. Kohly has been told on several occasions that all 1-way
11 trunking can and should be converted to 2-way. In addition, it is well documented that all
12 the traffic over the disputed POIs is dial-up ISP traffic terminating to Socket's ISP
13 customer located in St. Louis. It was recently discovered that the only incoming traffic
14 received over these POIs was IXC toll traffic improperly routed over Socket's local
15 trunks in violation of the ICA and precluding CenturyTel from properly accessing and
16 collecting access charges. (See Schedules SS-1 and SS-2).

17 **Q: YOU STATED ABOVE THAT SOCKET HAS ORDERING RESPONSIBILITY,**
18 **YET ON PAGE 39 OF MR. KOHLY'S TESTIMONY HE CLAIMS THAT**
19 **SOCKET HAS LEARNED IT DOES NOT HAVE ADMINISTRATIVE AND**
20 **ORDER CONTROL. CAN YOU PLEASE ADDRESS THIS ISSUE?**

21 **A.** Yes. Mr. Kohly goes on further to explain that Socket was attempting to disconnect the
22 Spectra Communications POIs that are subject to this complaint. It was Socket's desire

² *NOTICE REGARDING MOTION FOR RECONSIDERATION AND NOTICE OF CLARIFICATION*, Case No. TO-2006-0299,
Issued July 27, 2006, p. 3

1 to circumvent the dispute process by disconnecting the POIs; thereby, converting the
2 traffic to an indirect interconnection that it claims is not subject to any traffic threshold
3 requirements. Socket was well aware before submitting the disconnect orders that it was
4 our position that traffic exceeded the threshold and that the POIs could not be
5 decommissioned. He is also aware that Socket has submitted orders that have been
6 worked to reduce the quantity of trunks at several of the POI locations. Mr. Kohly's
7 statement is simply misleading and inaccurate.

8 **Q: CAN THE POIS IDENTIFIED ABOVE BE ACCURATELY DESCRIBED AS**
9 **INTERIM AND SUBJECT TO IMMEDIATE REMOVAL AS PORTRAYED BY**
10 **MR. KOHLY?**

11 **A.** No. Thirteen of the fifteen existing POIs were established in 2003 and 2004. The only
12 POIs added by Socket in 2006 were Palmyra and Branson. The Branson POI is not even
13 subject to this dispute.

14 **Q. WHAT IS THE PROCESS FOR REMOVING EXISTING POIS UNDER THE**
15 **NEW ICA?**

16 **A.** Each POI would have to be decommissioned according to the terms of the new ICA as
17 detailed in Article V, 4.3.5.

18 **Q. YOU PREVIOUSLY STATED THAT AN IMPLEMENTATION MEETING**
19 **TOOK PLACE BETWEEN THE PARTIES TO TRANSITION TO THE NEW**
20 **ICA. CAN YOU PLEASE BRIEFLY DESCRIBE WHAT WAS DISCUSSED IN**
21 **THE MEETING?**

22 **A:** On October 16, 2006, at 3:30 p.m., we met with Socket via a conference call concerning
23 implementation of the interconnection agreements effective October 13, 2006. Present

1 on the call were Matt Kohly and Kurt Bremmer for Socket and Susan Smith, Sandy
2 Nelson, Matt Shephard, Larry Miller, Max Cox, Brian O'Leary, Ralph Teasley, Charles
3 DiGiullian, Chris Czeschin, Joey Bales and Pam Hankins for CenturyTel. On October
4 11th, Mr. Kohly had submitted the following agenda items.

- 5 1) CLEC profile – we will have this updated and provide it prior to the call. We will
6 be able to answer any questions about it.
- 7 2) Branson Interconnect – forecast to follow shortly
- 8 3) What to do with existing Spectra interconnects
- 9 4) We have some general forecasting questions as far as forecasting UNEs and
10 resold circuits.
- 11 5) Obtaining network information regarding the exchange of Columbia and
12 Wentzville such as what general areas are covered by each wirecenter. This is
13 necessary to be able to evaluate establishing additional interconnections in the
14 Columbia exchange and to meet our forecasting obligations.

15 CenturyTel prepared an agenda that included approximately thirty additional issues to be
16 discussed by the Parties. A copy of the agenda was provided to Socket prior to the
17 meeting. Attached is a copy of the email from Mr. Kohly as well as the full agenda and
18 notes from the meeting. (Schedules SS-3 and SS-4).

19 As shown on the agenda, transition of the existing Spectra Communications
20 interconnects as well as required pricing changes were discussed by the Parties. It was
21 discussed that all CenturyTel provided facilities relating to the existing Spectra
22 Communications POIs would be converted to special access tariffed pricing. A review of
23 the existing tariffs would take place to determine the most cost efficient pricing. This
24 would be the same tariffed pricing criteria that would take place if any carrier ordered
25 facilities that were jointly provided by multiple ILECs. For example, if Socket ordered a
26 jointly provided DS3 facility from AT&T and CenturyTel of Missouri between St. Louis
27 and Wentzville, each party's appropriate access tariff would apply.

Q. WERE EACH OF THE POIS REVIEWED AND BILLING TRANSITIONED TO THE AGREEMENT AS DISCUSSED WITH SOCKET ON OCTOBER 16, 2006?

A. Yes. This will be discussed in greater detail by Ms. Hankins. Prior to implementing billing each POI was reviewed to determine if the total traffic exceeded the threshold. Billing was implemented as shown below.

Company	POI	Billing Socket for POI – Over the Threshold
SPECTRA	CANTON	Yes
SPECTRA	PALMYRA	Yes
SPECTRA	MONROE CITY	Yes
CTMO	WARRENTON	Yes
CTMO	ST. PETERS	No
CTMO	O'FALLON	No
CTMO	HERMANN	No
CTMO	ST. JAMES	Yes
SPECTRA	VAN BUREN	Yes
CTMO	TROY	Not billing because they were under the threshold. However, they are now over for threshold for Hawk Point and Truxton and the host / remote complex.
SPECTRA	LICKING	No - But we should be as Socket is now over the threshold and Add'l trunks are required.

While the interconnection facilities remain in place in St. Peters, O'Fallon, Hermann and Licking, CenturyTel of Missouri and Spectra Communications are bearing the cost of the transport as contemplated by the Commission's Order and the Interconnection Agreement.

In addition, I have attached a spreadsheet detailing each of the disputed POIs (PROPRIETARY Schedule SS-5). As noted on the spreadsheet, each exchange has been reviewed and studied individually as well as by the host / remote complex. If the traffic exceeds the agreement threshold, the required number of DS1s is shown in red. It should

1 be noted again that Socket ordered these POIs. Per its direction and as specified on its
2 ASR, all traffic from the host office is terminating over the direct facilities. It should also
3 be noted that in each instance where we are billing Socket for the requested facilities to
4 the Point of Interconnection, it is over the threshold in both individual exchanges and for
5 the host / remote complex.

6 **Q. WAS THERE ANY DISCUSSION REGARDING ELIMINATION OF THE**
7 **EXISTING SPECTRA COMMUNICATIONS OR CENTURYTEL OF MISSOURI**
8 **POIS?**

9 **A.** No. There was no mention of Socket's desire to eliminate any existing POIs. As
10 discussed by Mr. Kohly on page 35 of his testimony, it was not until December 4, 2006,
11 when Socket proposed to eliminate all existing POIs except Branson, Wentzville and
12 Columbia. (Both CenturyTel of Missouri and Spectra Communications have networks
13 and provide service in all three LATAs and the Jefferson City/Columbia Market Service
14 Area ("MSA").) Socket's proposal consisted of one POI on the CenturyTel of Missouri
15 network in each of the St. Louis and Springfield LATAs and Jefferson City/Columbia
16 MSA where service is provided, and the elimination of all POIs on Spectra
17 Communications network in all three LATAs and the additional MSA where service is
18 provided. Mr. Kohly later explained that with the elimination of all Spectra
19 Communications POIs all traffic would be exchanged indirectly with Spectra
20 Communications. It was Socket's position that no thresholds applied to indirect traffic;
21 therefore, there would never be a need to establish a direct POI where traffic was
22 indirectly exchanged regardless of the amount of traffic.

1 In summary, it is Socket's position that Sections 4.3 of the ICA would never
2 apply to Spectra Communications. Using Socket's argument – it would be allowed to
3 remove the existing 11 POIs and never have to establish a POIs in 113 exchanges or over
4 55% of the combined CenturyTel of Missouri and Spectra Communications exchanges in
5 Missouri regardless of the amount of traffic. Socket's position is that Spectra
6 Communications should be responsible for all transport costs associated with over 7440
7 miles of transport in Missouri (with some costs additionally incurred by third party
8 carriers AT&T and Embarq) and that Spectra Communications should also be responsible
9 for all transiting expenses to both AT&T and CenturyTel of Missouri that could
10 potentially exceed \$400,000 per year. Socket wants to attribute all of this cost to Spectra
11 despite the fact that Socket is the party financially benefiting from the one-way
12 interexchange traffic at issue.³

13 **Q. HOW DID CENTURYTEL RESPOND TO SOCKET'S REQUEST TO**
14 **UNILATERALLY ELIMINATE ALL EXISTING SPECTRA COMMUNICATIONS**
15 **POIS AND CONVERT TO INDIRECT INTERCONNECTION?**

16 **A.** As shown in Mr. Kohly's Schedule MK-7, I responded to Mr. Kohly on December 6,
17 2006. CenturyTel disputed the elimination of the existing Spectra Communications POIs
18 for the following reasons.

19 Spectra Communications objected to Socket's proposed use of indirect
20 interconnection in a manner designed to evade the requirements established by the

³ Despite Socket's claim that the traffic is "local traffic" originated by CenturyTel's subscribers, Socket conveniently ignores the FCC determination in the ISP Remand Order that all ISP-bound traffic is interstate in nature. Further, where the traffic is solely Socket's own ISP traffic, Socket additionally ignores 47 CFR 51.305 (b) where it states "[a] carrier that requests interconnection solely for the purpose of originating or terminating its interexchange traffic on an incumbent LEC's network and not for the purpose of providing to others telephone exchange service, exchange access service, or both, is not entitled to receive interconnection pursuant to section 251(c)(2) of the Act."

1 Commission in Section 4 of Article V of the Interconnection Agreement, and / or that is
2 otherwise inconsistent with requirements under the Federal Telecommunications Act.

3 Socket is proposing to remove all existing direct connections with Spectra
4 Communications and replace them with indirect connections regardless of the volume of
5 traffic between Socket and Spectra Communications end offices. This is a violation of
6 both the wording and intent of Article V of the Interconnection Agreement. Socket
7 currently has direct connections and POIs with Spectra Communications. Article V.,
8 Section 4 specifically governs how and when additional POIs are to be added or existing
9 POIS decommissioned. Socket cannot circumvent these requirements by removing POIs
10 and replacing them with indirect connections regardless of the traffic levels.

11 The Commission created traffic thresholds in Article V, Section 4 as a method of
12 equitably allocating the costs of interconnection between the parties. Socket cannot be
13 allowed to circumvent that intention by asserting a right to indirectly interconnect even
14 when traffic volumes are high and, even where direct interconnection and local POI
15 already exists.

16 Spectra Communications also asserts that Socket's proposal to establish indirect
17 interconnection for high volume routes is inconsistent with Article V., Section 11.1.4
18 which addresses high volume trunk groups.

19 Spectra Communications is also concerned that Socket's indirect interconnection
20 proposal would result in a violation of a fundamental requirement of the Federal
21 Telecommunications Act. Section 47 U.S.C. 251 (c)(2)(B) provides that Socket's
22 interconnection with Spectra Communications must be at a technically feasible point
23 within Spectra Communications' network. If Socket were allowed to remove all existing

1 direct connections to Spectra Communications and rely entirely upon indirect connects
2 there would be no connection within Spectra's network.

3 Spectra Communications is willing to consider indirect connections only where
4 the traffic on the routes is below the thresholds the Commission established in Article V.,
5 Section 4 and where the connection would otherwise be consistent with the Federal
6 Telecommunications Act and the Interconnection Agreement. Indirect interconnection as
7 currently proposed by Socket does not meet these requirements.

8
9 **IV. HOW THE COMMISSION DECISION IN CASE NO. TO-2006-0299 AND THE**
10 **RESULTING TERMS OF THE INTERCONNECTION AGREEMENT ADDRESS**
11 **POIS**

12 **Q. HOW DID THE COMMISSION DECIDE THE ISSUES RELATING TO POIS IN**
13 **CASE NO. TO-2006-0299?**

14 **A.** Faced with competing final offers of a DS1 threshold versus an OC3 threshold (or
15 Socket's post-final fallback offer of a DS3 threshold) for establishing additional POIs in a
16 LATA, the Commission arrived instead at a compromise resolution based on the size of
17 exchange at issue. Under the Commission's approach, the threshold for determining the
18 necessity for additional POIs within the LATA is based on a sliding scale determined by
19 the size of the exchange at issue, starting at a DS1 traffic level trigger for the smallest
20 exchanges and moving higher as the exchange size increases. The Commission
21 essentially adopted a sliding POI trigger that moves from CenturyTel's proposal (DS1) in
22 the smallest exchanges toward (and potentially exceeding) Socket's post-final offer
23 fallback position (DS3) in the larger exchanges. The Commission's Order addressed
24 Section 4.0 REQUIREMENTS FOR ESTABLISHING POINTS OF
25 INTERCONNECTION.

1 The Commission ordered the following methodology for the establishment of additional
2 POIs within the LATA.

- 3 1. For each exchange in which there are 1000 or fewer CenturyTel access
4 lines, a point of interconnection (POI) will be established when traffic
5 to/from that existing POI exceeds a DS1 or 24-channel threshold at peak
6 over three consecutive months in that exchange.
7
- 8 2. For each exchange in which there are more than 1000 CenturyTel access
9 lines, the parties will apply a threshold of 2.4 percent per 1000 access lines
10 to determine the threshold by which traffic to/from the existing POI must
11 exceed at peak over three consecutive months. In other words, if an
12 exchange has 2412 access lines, a new POI will be established when
13 traffic to/from the existing POI exceeds the level of approximately 2.4
14 DS1s in that exchange.
15
- 16 3. If the parties have a dispute as to the number of CenturyTel access lines in
17 an exchange, the Staff of the Commission will assist. If the dispute
18 persists, either party may seek resolution from the Commission without
19 following the normal dispute resolution process in the interconnection
20 agreement.

21 The Commission's order only contained the above conditions in relation to Requirements
22 for Establishing Points of Interconnection. It was not unique to direct or indirect points
23 of interconnection. In fact the Commission rejected both CenturyTel's and Socket's
24 proposed language in 4.1. Socket's rejected proposed language in 4.1 stated "When
25 direct interconnection is used, the parties will interconnect their network facilities at a
26 minimum of one Socket designated Point of Interconnection (POI) on CenturyTel's
27 network in each LATA where Socket Offers Service."

28 **Q. HOW WAS THE COMMISSION'S DECISION CONCERNING POI**
29 **ESTABLISHMENT REFLECTED IN THE PARTIES' INTERCONNECTION**
30 **AGREEMENT?**

31 **A.** Comments filed by CenturyTel clearly acknowledged and supported the Commission's
32 ordered compromise. The final language in the ICA was to reflect the Commission's

1 Order. However, CenturyTel did agree with Socket's request to add a provision that
2 would also allow it to remove POIs using the same methodology that the Commission
3 ordered to add POIs. This was included in 4.3.5. The final language is found in Article
4 V, Section 4.0.

5
6 **V. DECOMMISSIONING AND ESTABLISHMENT OF POIS PURSUANT TO THE**
7 **AGREEMENT.**

8 **Q. IF THE FINAL LANGUAGE WAS MEANT TO REFLECT THE**
9 **COMMISSION'S ORDER, WHY IS THERE A DISPUTE BETWEEN THE**
10 **PARTIES?**

11 **A.** First, as previously discussed, Mr. Kohly selectively argues that a new agreement
12 requires all existing POIs (but not all existing services) to be removed, and that Socket is
13 to begin with only one POI in each LATA. The exact language in 4.1 requires a
14 minimum of one technically feasible POI on both CenturyTel of Missouri's and Spectra
15 Communication's network in each LATA in which Socket offers telecommunications
16 services. The language clearly contemplates more than one POI and that a POI would
17 exist on both CenturyTel of Missouri's and Spectra Communication's network.

18 Second, Mr. Kohly argues that the POI establishment rules specified in Article V,
19 Section 4.0 do not apply when Socket decides to indirectly interconnect. Therefore, if
20 Socket decides to only indirectly interconnect with Spectra Communications, it would
21 never be required to establish a POI regardless of the traffic volumes. He bases this on
22 the language in 4.1 that begins "[w]hen the Parties directly interconnect". He argues no
23 direct interconnection is required therefore no thresholds and no POIs are required. This
24 position is ridiculous for two reasons. 1) The ICA contemplates that there would be a

1 minimum of one direct interconnect arrangement within each LATA, and direct
2 interconnections have existed since 2004 on the networks of both CenturyTel of Missouri
3 and Spectra Communications. 2) Section 4.3 addresses the establishment of additional
4 POIs. Even an indirect network interconnection contemplates a POI where traffic is
5 exchanged. Section 4.3 would require Socket to move the POI from the third party
6 transit provider to CenturyTel's network.

7 **Q. IF SOCKET CANNOT MERELY ELIMINATE ALL THE POIS IN QUESTION**
8 **AND CONVERT AT ITS OPTION TO INDIRECT, WHAT IS REQUIRED?**

9 **A.** Socket would be required to follow the provisions in 4.3.5 to decommission a POI, *i.e.*,
10 the volume of traffic exchanged between the Parties falls below the threshold, at peak
11 time, over 3 consecutive months. Under the Agreement, Socket is not permitted to
12 decommission a POI in a disputed exchange until the dispute resolution process
13 concludes with an award.

14 **Q. HOW DOES THE AGREEMENT STATE POIS ARE TO BE ESTABLISHED?**

15 **A.** Section 4.3 also addresses when POIs should be added as the volume of traffic exchanged
16 between the parties increases. Socket must establish additional POIs using the sliding
17 scale based upon exchange size as ordered by the Commission and detailed in section
18 4.3.3 and 4.3.4.

19 **Q. HAS STAFF ADDRESSED IN PREVIOUS TESTIMONY WHETHER THE POI**
20 **ESTABLISHMENT CRITERIA IN SECTION 4.3 WOULD APPLY TO ALL**
21 **CENTURYTEL OF MISSOURI AND SPECTRA COMMUNICATIONS**
22 **EXCHANGES REGARDLESS OF HOW THEY ARE INTERCONNECTED?**

1 **A.** Yes. In Case No. TC-2007-0341, Staff member William L. Voight filed Rebuttal
2 Testimony which addressed Point of Interconnection issues relating to both CenturyTel
3 of Missouri and Spectra Communications. As stated below, he concluded that POIs were
4 to be established in each instance when traffic exceeded the threshold.

5
6 The Staff would only add that, pursuant to Sections 4.3.3 and 4.3.4 of Article V of
7 the CenturyTel/Socket Interconnection Agreement, Socket would be required to
8 move its Point of Interconnection, or establish a new Point of Interconnection,
9 should the traffic in question reach certain levels over three consecutive months.⁴

10
11
12 In addition, in “Staff’s Proposed Findings of Fact, Conclusions of Law, and Order” filed
13 in that proceeding, Staff notes at page 4 of its pleading:

14 In surrebuttal testimony, Socket witness Kohly states Socket’s position
15 that the POI thresholds do not apply to indirect connections. (Ex. 2, p.
16 15). **Socket’s position is incorrect.** Although Section 4.1 begins, “When
17 the parties directly interconnect . . .,” this clause does not modify nor is it
18 repeated in Sections 4.3, 4.3.3, and 4.3.4, which require Socket to
19 establish additional POIs as traffic exchanged between the parties reaches
20 the threshold. . . .(emphasis added).⁵

21 **Q. MR. KOHLY SPENDS A LOT OF TIME DISCUSSING TRAFFIC**
22 **MEASUREMENT. HOW DOES TRAFFIC MEASUREMENT PLAY A PART IN**
23 **TRIGGERING POI ESTABLISHMENT AND DECOMMISSIONING?**

24 **A.** The ability to claim a traffic volume as low as possible is merely another cost avoidance
25 measure employed by Socket to avoid the establishment of POIs and to expedite the
26 decommissioning of POIs. Socket’s traffic measurement approach is discussed in detail
27 by CenturyTel’s witness Mr. Fleming.

⁴ Rebuttal Testimony of William L. Voight, CASE NO. TC-2007-0341, Page 30, Lines 24 – 27

⁵ Staff ‘s Proposed Findings of Fact, Conclusions of Law, and Order, Case No. TC-2007-0341, September 10, 2007, page 4.

1 **Q: IS SOCKET’S PROPOSED METHODOLOGY OF COUNTING**
2 **SIMULTANEOUS CALLS CONSISTENT WITH THE COMMISSION’S**
3 **ARBITRATION DECISION AND THE INTERCONNECTION AGREEMENT?**

4 **A:** No. The Commission’s Order and Article V, Section 4.5 contemplates that CenturyTel
5 would provide notice to Socket (based on CenturyTel’s traffic volume measurements)
6 when traffic exceeds the prescribed threshold, thereby requiring the establishment of an
7 additional POI. Socket then must provide CenturyTel notice of a dispute or establish the
8 POI. Based on CenturyTel’s requirement to measure the traffic and provide notice to
9 Socket, there could not have been any contemplation by any party or the Commission
10 that CenturyTel would design a novel and unique traffic measurement system specific to
11 Socket and inconsistent with practices already in place. The measurement methodology
12 proposed by Socket is not industry standard, is a process never before performed by
13 CenturyTel, is without confirmed reliability, and would not be used for any other purpose
14 including traffic engineering or the final determination of the actual minimum amount of
15 trunks required to be established per Article V, Section 11.1.6. It is Section 11.1.6 that
16 covers the standard that the Parties must maintain and would dictate the number of trunks
17 to be established.

18 Unlike Socket’s novel measurement methodology, the industry standard
19 measurement system utilized by CenturyTel does accurately reflect the number of trunks
20 within a traffic blocking probability framework that CenturyTel must maintain for
21 Socket’s use pursuant to 11.1.6. Responsibility for these same trunks and facilities are
22 shifted to Socket when the threshold is met. All of these issues are further addressed by
23 Mr. Fleming. The traffic measurement implemented by CenturyTel as explained by Mr.

1 Fleming and Ms. Powell is consistent with industry standard and what is required under
2 the interconnection agreement.

3 **Q. CAN YOU ADDRESS THE FOUR ADDITIONAL POIS THAT SOCKET HAS**
4 **REQUESTED IN BLAND, JONESBURG, MARTHASVILLE AND**
5 **SUMMERSVILLE?**

6 **A.** First, I took note that each of the requested exchanges belonged to CenturyTel of
7 Missouri. There are numerous Spectra Communications exchanges that have exceeded
8 the threshold by a much greater margin, yet not a single Spectra Communications
9 exchange was identified by Socket as exceeding the threshold.

10 While we do agree that each of these exchanges exceed the threshold, it is
11 CenturyTel's position that additional POIs are not required, at least until the resolution of
12 this case, for the following reasons:

13 A POI already exists to handle the Bland exchange at the host office St. James.

14 A POI already exists to handle the Jonesburg and Marthasville exchanges at the
15 host office of Warrenton.

16 Summersville is a remote office off of the West Plains host office. Clearly,
17 Summersville as well as several other exchanges served by the West Plains host are
18 exceeding the threshold; however, at this time neither the West Plains office or the host
19 complex have exceeded the threshold; therefore, CenturyTel has not requested a POI be
20 established.

21 **Q. IS SOCKET PRESENTLY OVER THE THRESHOLD IN OTHER EXCHANGES**
22 **WHERE A POI SHOULD BE ESTABLISHED?**

1 **A.** Yes. I have included an attachment detailing every Spectra Communications and
2 CenturyTel of Missouri exchange in the state of Missouri. (PROPRIETARY Schedule
3 SS-6). The POI threshold for each exchange and each host / remote complex has been
4 calculated. If the number of required DS1s exceeded the POI threshold for the past three
5 months it is shown in red and a PR is noted in the last column if a POI is required. The
6 spreadsheet details approximately 30 exchanges where Socket has exceeded the POI
7 threshold for the past three month.

8 **Q. HAS CENTURYTEL PUT SOCKET ON NOTICE THAT ADDITIONAL POIS**
9 **ARE REQUIRED?**

10 **A.** Yes. CenturyTel has put Socket on notice that additional POIs are required in Houston,
11 LaPlata, Mountain View, Thayer, Cabool, Annapolis, Willow Springs, Centerville and
12 Ellsinore. (Schedules SS-7, SS-8, SS-9 and SS-10).

13 Even though we continue to refer to the current Agreement as the “new ICA,” we
14 have now operated under this Agreement for over two years. To date not a single
15 additional POI has been implemented by Socket.

16
17 **VI. CONCLUSIONS/RECOMMENDATIONS**

18 **Q: WHAT ARE YOUR CONCLUSIONS AND RECOMMENDATIONS TO THE**
19 **COMMISSION REGARDING THIS DISPUTE?**

20 **A:** As Socket’s Complaint initiating this matter specifically acknowledged, and as
21 CenturyTel’s testimony clearly establishes, Socket had established a large number of
22 interconnection facilities in both CenturyTel of Missouri and Spectra Communications
23 exchanges prior to the October 13, 2006 effective date of the Interconnection Agreements

1 (“ICAs”) at issue in this proceeding. As fully discussed by CenturyTel’s witnesses,
2 Article V., Section 4 of the ICAs specifically governs how and when additional POIs are
3 to be added or existing POIs decommissioned. This Commission created traffic
4 thresholds in Article V., Section 4 as a method of equitably allocating the costs of
5 interconnection between the parties. CenturyTel of Missouri and Spectra
6 Communications have disputed the following methods by which Socket has tried to
7 circumvent the terms of the ICAs: (1) attempting to unilaterally disconnect existing POIs
8 without following the decommissioning process identified in the ICAs; (2) requesting to
9 disconnect direct interconnection facilities where Socket’s traffic already exceeded the
10 established thresholds; (3) asserting a right to indirectly interconnect even when traffic
11 volumes are high and, even where a direct interconnection and local POI already exists;
12 and (4) refusing to establish additional POIs where traffic exceeds the applicable
13 thresholds. Where Socket’s traffic was below the established thresholds, CenturyTel of
14 Missouri and Spectra Communications have not billed Socket for those exchanges that
15 had direct interconnection facilities. As CenturyTel’s rebuttal testimony confirms, where
16 Socket’s traffic was above the established thresholds, CenturyTel of Missouri and Spectra
17 Communications have appropriately billed Socket for interconnection facilities; however,
18 Socket has not paid a substantial number of the invoices sent since October 2006. As
19 fully addressed by its rebuttal witnesses, CenturyTel’s positions in this matter are in
20 compliance with the parties’ ICAs and the Telecommunications Act of 1996 (the “Act”).

21 The Commission should dismiss Socket’s complaint and grant CenturyTel of
22 Missouri and Spectra Communications the relief requested in their Counterclaim, by
23 finding that Socket owes each entity the amounts requested for facilities rendered, and by

1 directing Socket to establish new POIs consistent with the traffic volume triggers as set
2 forth in Article V, Section 4 of the parties' ICAs and consistent with industry-accepted
3 standards employed by CenturyTel for measuring said traffic volumes as required by the
4 ICAs.

5 Finally, I would note that while CenturyTel's rebuttal witnesses may not have
6 addressed every allegation, statement or argument contained in the direct testimony of
7 Socket's witnesses, that fact should not be construed as acquiescence or acceptance of
8 same.

9 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

10 **A:** Yes, it does.