

Exhibit No.:

Issue(s): Negotiations; Settled Issues

Witness: Susan W. Smith

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

SUSAN W. SMITH

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

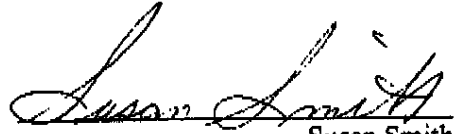
STATE OF TEXAS

COUNTY OF Bowie

AFFIDAVIT OF SUSAN SMITH

I, Susan Smith, of lawful age and being duly sworn, state:

1. My name is Susan Smith. I am presently Director-External Affairs for CenturyTel Service Group, LLC..
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.


Susan Smith

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


Notary Public

My Commission expires: 5/29/07

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1 **REBUTTAL TESTIMONY OF**
2 **SUSAN W. SMITH**

3 **ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA**
4 **COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

5 **I.**
6 **INTRODUCTION**

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

8 A. My name is Susan W. Smith. My business address is 911 North Bishop Rd., C207,
9 Texarkana, TX 75503.

10 **Q. BY WHOM ARE YOU EMPLOYED?**

11 A. I am employed by CenturyTel Service Group, LLC.

12 **Q. WHAT ARE YOUR RESPONSIBILITIES AT CENTURYTEL SERVICE GROUP?**

13 A. As Director of External Affairs, I am responsible for interconnection matters for
14 CenturyTel's operations in Texas, Arkansas and Missouri. My responsibilities include but
15 are not limited to interconnection matters which may include contractual, regulatory, and
16 legislative matters that would affect CenturyTel subsidiaries in each of these states.

17 **Q. HAVE YOU EVER TESTIFIED BEFORE ANY REGULATORY AGENCY?**

18 A. Yes. I have testified on various issues concerning wireless and land line telecommunications
19 service, such as wireless and landline interconnection, reverse billing, number portability,
20 general licensing matters, including certificates of public convenience and necessity,
21 competitive issues and universal service. I have testified before the Missouri Public Service

Commission and the state regulatory commissions in Arkansas, Texas, Michigan, Mississippi, Indiana, Louisiana, New Mexico, Arizona and Wisconsin.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK-RELATED TRAINING.

A. I have a Bachelor of Administration Degree in Management and Bachelor of Administration Degree in Marketing with a minor in Accounting from Texas A&M University. I have been employed by CenturyTel since February 1983, and I have held various positions, including Assistant Director of Marketing, Assistant to the Sr. Vice President of Revenues and External Affairs, Director of Industry Relations and Director of External Affairs. I have been involved in regulatory and interconnection issues for CenturyTel's wireless, wireline or CLEC operations since 1990.

Q. DID YOU FILE DIRECT TESTIMONY IN THIS PROCEEDING?

A. No.

Q. ON WHOSE BEHALF ARE YOU SUBMITTING REBUTTAL TESTIMONY?

A. I am submitting rebuttal testimony on behalf of CenturyTel of Missouri, LLC and Spectra Communications Group, LLC, collectively referred to herein as "CenturyTel."

Q. WHAT IS THE RELATIONSHIP BETWEEN CENTURYTEL SERVICE GROUP, LLC, CENTURYTEL OF MISSOURI, LLC AND SPECTRA COMMUNICATIONS GROUP, LLC?

A. CenturyTel Service Group, LLC, CenturyTel of Missouri, LLC and Spectra Communications Group, LLC are all subsidiaries of CenturyTel, Inc. For simplicity sake, when I refer to

1 CenturyTel, I am referring to CenturyTel of Missouri, LLC and Spectra Communications
2 Group, LLC, jointly, even though they are separate and independent LECs.

3 **II.**
4 **SUMMARY**

5 **Q. WHAT ISSUES DO YOU ADDRESS IN YOUR TESTIMONY?**

6 A. In Section III below, I address portions of the Background Information presented by Mr.
7 Kohly in pages 3 – 21 of his direct testimony. In Section IV, I confirm that Article III,
8 Issues 10, 11 and 12, and Article VII, Issue 29—also addressed by Mr. Kohly—were settled
9 by the parties prior to the filing of direct testimony.

10 **III.**
11 **REBUTTAL OF MATT KOHLY'S TESTIMONY ON**
12 **NEGOTIATIONS AND OTHER BACKGROUND INFORMATION**

13 **Q. IS MR. KOHLY'S DESCRIPTION OF SOCKET WHAT IS PORTRAYED ON**
14 **THEIR WEBSITE AND IN THEIR TARIFF?**

15 A. While Socket does offer local exchange service to businesses, Socket's primary business is
16 internet service. According to Socket's website, they are the largest local internet provider in
17 Missouri. Socket offers internet service providers a cost effective solution for outsourcing
18 dial-up internet access, without the risk and cost associated with building and maintaining a
19 dial-up network infrastructure. Utilizing Socket's dial-up network allows your company to
20 grow and scale with depth, while outsourcing the capital-intensive network access and
21 transport elements.

1 **Q. DO YOU AGREE WITH MR. KOHLY'S DESCRIPTION OF THE CURRENT**
2 **INTERCONNECTION ARRANGEMENT BETWEEN SOCKET AND SPECTRA?**

3 A. What Mr. Kohly has presented as a description of the current interconnection arrangement
4 entered into between Socket and Spectra (*e.g.*, an "interim" arrangement) is correct; but, his
5 explanation of the circumstances under which it was entered into is not. Socket did not have
6 an interconnection agreement with Spectra. Instead of adopting an existing Spectra
7 interconnection agreement, Socket requested negotiation of a new agreement, and then chose
8 to implement an Interim Arrangement while negotiating the new agreement. The FCC rules
9 allow for a telecommunications carrier, such as Socket, without an existing interconnection
10 agreement, to request that the incumbent LEC provide transport and termination of
11 telecommunications traffic immediately under an interim arrangement, pending resolution of
12 a negotiated or arbitrated interconnection agreement. Socket did not have access to Spectra
13 UNEs and resale services because the interim arrangement, by FCC rule, provides only for
14 traffic transport and termination. It was Socket's decision to enter into the Interim
15 Arrangement while it sought to negotiate new and more comprehensive terms for a final
16 interconnection agreement. Socket's assertion that its "inability" to purchase UNEs or
17 engage in resale was at Spectra's "insistence" is not correct. Socket did not have proper
18 contract terms in place for such services as required by the Act.

19 **Q. CAN YOU PROVIDE FURTHER EXPLANATION OF THE INTERIM**
20 **ARRANGEMENT BETWEEN SOCKET AND SPECTRA?**

21 A. Yes. The Interim Arrangement allowed Socket and Spectra to operate under the terms of the
22 AT&T/GTE Agreement relating to interconnection, allowing for transport and termination of

1 telecommunications traffic. In addition, the Interim Arrangement included specific language
2 concerning the treatment of VNXX traffic, porting of VNXX numbers, where and when POIs
3 would be established, and reciprocal compensation charges. These same issues were
4 addressed in the amendments to the terms of the AT&T/GTE Agreement as adopted by
5 Socket in Case No. TK-2002-1085, and are explained briefly below.

6 **Q. CAN YOU BRIEFLY SUMMARIZE THE ISSUES ADDRESSED IN THE**
7 **AMENDMENT OF THE AT&T/GTE AGREEMENT AS ADOPTED BY SOCKET?**

8 **A.** The Amendment specifically addressed the following items:

- 9 1. CenturyTel agreed that it would not seek “interexchange” treatment of traffic
10 dialed to the VNXX Numbers or otherwise seek to impose access charges
11 upon such traffic.
- 12 2. CenturyTel agreed to port to Socket VNXX Numbers.
- 13 3. Socket would establish a POI in each CenturyTel rate center where Socket
14 has assigned or ported a telephone number.
- 15 4. Local and VNXX traffic would be exchanged between the Parties on a “bill
16 and keep” basis.

17 **Q. DID SOCKET EVER CLAIM IN NEGOTIATING THE ADDENDUM TO THEIR**
18 **EXISTING AGREEMENT THAT IT WAS MERELY A WAY TO ELIMINATE**
19 **BILLING DISPUTES, OR THAT THIS WAS NOT AN ARRANGEMENT THAT**
20 **WOULD BE PART OF THE NEW AGREEMENT THAT WE WOULD BE**
21 **NEGOTIATING?**

22 **A.** No. The Parties spent more than 10 weeks negotiating the amendment/interim arrangements
23 described above. They were completed and filed on October 18, 2005, under TK-2006-0175
24 and TK-2006-0176, and were approved effective December 3, 2005. During the negotiations
25 of the Amendments/Interim Arrangements, I was under the impression that what was agreed

1 upon would be carried forward into the final agreement between the Parties. I do not recall
2 Socket ever mentioning that this ten week exercise was merely a way to eliminate billing
3 disputes. I understood that the provisions in the Amendment itself would only remain in
4 effect until the AT&T/GTE Agreement was replaced by a new interconnection agreement,
5 but it was never clear that the concept would not be carried forward into the new agreement.
6 Obviously, I was mistaken, and valuable time spent negotiating the Amendment/Interim
7 Arrangements would have been better served negotiating a new agreement.

8 **Q. WHEN WAS SOCKET SENT A COPY OF THE CENTURYTEL TEMPLATE**
9 **AGREEMENT?**

10 A. Guy Miller sent Socket a copy of the CenturyTel template agreement on July 29, 2005.

11 **Q. WHAT IS MR. KOHLY REFERRING TO ON PAGE 12 OF HIS DIRECT**
12 **TESTIMONY WHEN HE DISCUSSES THE CD TELECOMMUNICATIONS, INC.**
13 **INTERCONNECTION AGREEMENT AND ADDENDUMS?**

14 A. On September 23, 2005, negotiated interconnection agreements between Spectra
15 Communications Group, LLC and CD Telecommunications, Inc. and CenturyTel of
16 Missouri, LLC and CD Telecommunications, Inc. were filed with the Missouri Public
17 Service Commission. These new agreements included addendums with terms very similar to
18 those CenturyTel was negotiating with Socket for its amendment/interim arrangements.

19 **Q. DID CENTURYTEL SUGGEST THAT SOCKET USE THE CD**
20 **TELECOMMUNICATIONS, INC. INTERCONNECTION AGREEMENT AS THE**
21 **"STARTING POINT FOR NEGOTIATIONS?"**

22 A. CenturyTel did suggest that Socket look at the CD Telecommunication Agreements. As
23 previously explained, CenturyTel was in the process of negotiating similar terms with Socket

1 in the form of interim arrangements and amendments. In fact, based on the parties'
2 negotiations at the time, it was my opinion that this may be something that Socket would be
3 interested in adopting. CenturyTel never suggested this was a new template agreement.

4 **Q. DO YOU AGREE WITH MR. KOHLY'S DISCUSSION OF THE CD**
5 **TELECOMMUNICATIONS, INC. ADDENDUM?**

6 A. Mr. Kohly's explanation of the CD addendum is not totally accurate. The CD addendum
7 includes information specific to CD's operations. This includes agreement on specific POI
8 locations. If the CD Agreement was adopted by another carrier, the addendum obviously
9 would have to be modified to fit the adopting carrier's POI arrangement. A new addendum
10 specific to the adopting company would have to be negotiated. However, an adopting carrier
11 could still operate under the general terms of the interconnection agreement without an
12 addendum if they so desired.

13 **Q. DO YOU AGREE WITH MR. KOHLY'S CHARACTERIZATION OF THE**
14 **NEGOTIATIONS, MORE SPECIFICALLY THAT CENTURYTEL EITHER**
15 **CANCELLED OR FAILED TO ATTEND AT LEAST 11 OF THE 18 SESSIONS**
16 **BETWEEN SEPTEMBER 20, 2005 AND JANUARY 10, 2006?**

17 A. No, Socket implies that only seven (7) negotiating sessions took place. This is not the case.
18 I do not disagree that one (1) session was cancelled the week of Thanksgiving, and three (3)
19 sessions were cancelled while I was off during the Christmas holidays. Also, as mentioned
20 below, two (2) sessions were actually cancelled because CenturyTel had not received
21 counter-proposals from Socket to review. However, what Mr. Kohly fails to mention is that,
22 even though some were rescheduled, there were eighteen (18) negotiating sessions between
23 September 20, 2005 and January 13, 2006.

1 Q. DOES CENTURYTEL ACKNOWLEDGE THAT SOCKET DID NOT KNOW
2 CENTURYTEL'S POSITION ON MANY ISSUES, AND SOMETIMES ENTIRE
3 ARTICLES, PRIOR TO SOCKET FILING FOR ARBITRATION ON JANUARY 13,
4 2006?

5 A. Yes. As discussed in our response to Socket's Petition for Arbitration, for the majority of the
6 Articles proposed by Socket, CenturyTel did not even have an opportunity to review what
7 Socket was proposing, much less develop positions and respond. From the period,
8 December 15, 2005 to January 3, 2006, Socket proposed eleven (11) new Articles to
9 CenturyTel. In most cases, the proposed Articles contained entirely rewritten and/or new
10 terms.

11 Q. WAS SOCKET, AS MR. KOHLY STATES, "FORCED TO BEAR THE BURDEN OF
12 PREPARING PROPOSED CONTRACT LANGUAGE" DURING THE COURSE OF
13 THE PARTIES NEGOTIATIONS.

14 A. Well, yes, Socket prepared proposed contract language. However, Mr. Kohly's statement
15 suggesting that Socket was somehow "burden" by having to do so is bizarre given that
16 Socket also is required by the Act to negotiate in good faith. Indeed, most CLECs are all too
17 willing to propose their own interconnection terms, even template agreements. It's part of
18 the negotiation process. If Socket wants certain terms in an agreement, it is incumbent on
19 Socket to propose those terms.

20 Q. DID CENTURYTEL HAVE ADEQUATE TIME TO REVIEW AND RESPOND TO
21 SOCKET'S PROPOSALS?

22 A. No, it did not. Socket uses one Article, Article VI - Resale, as an example of an Article
23 where CenturyTel should have had adequate time to respond. As stated by Mr. Kohly,
24 Socket provided this totally rewritten Article to CenturyTel on November 16, 2005, almost

1 two months before Socket filed its Petition. The irony here is that Mr. Kohly believes that
2 less than two months is sufficient time for CenturyTel to review and respond to Socket's
3 proposal, particularly when the terms of the Article proposed entirely new processes and
4 procedures that CenturyTel would have to develop and implement. By comparison, Socket
5 required three (3) months to provide a response to just the General Services portion of the
6 CenturyTel-proposed agreement. In fact, Socket's inability to provide counter proposals was
7 the main reason that some of the calls between our companies were cancelled or rescheduled.

8 The first counter proposal that CenturyTel received from Socket was on November 7, 2005.
9 Again, 11 of the 18 proposed Articles were proposed by Socket during the last month of
10 negotiations.

11 **Q. DID SOCKET PROPOSE ANY NEW ARTICLES OR LANGUAGE TO**
12 **CENTURYTEL PRIOR TO NOVEMBER 7, 2005?**

13 **A.** Yes. On October 27, 2005 Socket did propose new Articles for Unbundled Network
14 Elements and Number Portability. The majority of the issues contained in these two Articles
15 were resolved prior to Socket filing for Arbitration.

16 **Q. AFTER SOCKET RESPONDED TO ARTICLE III (GENERAL SERVICES), WERE**
17 **THE COMPANIES ABLE TO ELIMINATE THE MAJORITY OF THE ISSUES?**

18 **A.** Yes, they were.

19 **Q. WAS SOCKET INFORMED THAT YOU, AS CENTURYTEL'S LEAD**
20 **NEGOTIATOR, WOULD BE OFF THE LAST FEW WEEKS OF THE YEAR?**

21 **A.** Yes, I informed Socket during our negotiation sessions during the week of December 12th,
22 that I would be off the rest of the year.

1 **Q. IS CENTURYTEL CLAIMING THAT SOCKET INTENTIONALLY WAITED FOR**
2 **CENTURYTEL'S LEAD NEGOTIATION TO LEAVE FOR VACATION BEFORE**
3 **SUBMITTING PROPOSED CONTRACT LANGUAGE?**

4 A. No. CenturyTel is not claiming that Socket intentionally waited until I was on vacation
5 before it submitted its proposed contract language. To the contrary, CenturyTel's position is
6 merely that the timing and circumstances presented to both companies did not allow
7 sufficient time to review and respond. This resulted in many items being presented for
8 arbitration that could have been resolved. In fact, this must have been contemplated by
9 Socket, since review of the DPLs included with Socket's Petition for Arbitration, filed
10 January 13, 2006, indicates that the DPLs were at least in some instances being prepared
11 before the Articles were even sent to CenturyTel. Socket neglected to remove the tracking
12 changes in two of the DPL Word documents provided to CenturyTel on January 13, 2006
13 with their Petition for Arbitration. Microsoft Word tracking will indicate by whom and when
14 changes were made to the document. The tracking indicated that the DPLs were actually
15 prepared prior to Socket providing CenturyTel any proposed changes or the Article itself.
16 One of these was Article V, which contains the majority of the disputed issues. The other
17 Article has since been resolved.

18 **Q. GIVEN ADDITIONAL TIME TO NEGOTIATE, HAVE MANY ISSUES NOW BEEN**
19 **ELIMINATED?**

20 A. Yes. Socket originally presented more than 200 issues for arbitration. There are now less
21 than 60 issues being presented for resolution.

22 **Q. DO YOU AGREE WITH MR. KOHLY'S CHARACTERIZATION THAT THE USE**
23 **OF THE AT&T (F/K/A SBC) AGREEMENT IS REASONABLE BECAUSE TWO**

CENTURYTEL AFFILIATES ARE PRESENTLY OPERATING UNDER AT LEAST ONE VERSION OF THE AGREEMENT THAT RESULTED FROM THE RECENT M2A2 PROCEEDING?

A. No. First, Socket seems to imply that CenturyTel should be familiar with the AT&T (f/k/a SBC) agreement since CenturyTel has an affiliate that operates under its terms. That is definitely not the case. Any affiliate operating as a CLEC would operate totally separate from the ILEC, and that is the case with CenturyTel and its CLEC affiliate. Operations between the CenturyTel ILECs and CLEC are totally divided. Second, CenturyTel's affiliate is operating in an AT&T territory, not in CenturyTel's ILEC territories. Many aspects of the AT&T agreement would still not be appropriately applied to CenturyTel of Missouri, LLC or Spectra Communications Group, LLC.

IV.

RESOLVED ISSUES

Q. WERE SOME OF THE ISSUES IN ARTICLE III, DISCUSSED BY MR. KOHLY IN HIS DIRECT TESTIMONY, RESOLVED PRIOR TO THE FILING OF DIRECT TESTIMONY?

A. Yes. The parties resolved the following issues in Article III prior to the filing of direct testimony: Issues 10 (Sec. 49.0), 11 (52.0) and 12 (53.0). Specifically, the parties agreed to incorporate the following terms into Article III of the Agreement:

49.0 OTHER OBLIGATIONS

Allowance for Interruption of Service. A service interruption period begins when an out of service condition of Interconnection or an Unbundled Network Element is reported by Socket to CenturyTel designated maintenance and repair contact point and ends when the service is restored. No allowance for a service outage will be provided where the outage is due to the actions of Socket, its agents or Customers. A credit allowance will be made to Socket where the service outage is isolated to CenturyTel network.

1 A service interruption for purposes of this section will consist of an
2 interruption period of 30 minutes or more. When a credit allowance does
3 apply, the credit will be determined based on the monthly recurring rates
4 applicable to the service affected; however, the credit allowance for a service
5 outage or for a series of outages for a specific service shall not, except where
6 otherwise provided in this Agreement, exceed the applicable monthly
7 recurring rate for the service(s) involved. For calculating credit allowances,
8 every month is considered to have thirty (30) days and/or seven hundred and
9 twenty (720) hours. Interruption of service claims for outages will be
10 submitted by Socket to CenturyTel within 20 days of the outage. Claims will
11 include the location, circuit ID, billing account number and the outage period.
12 CenturyTel will respond back to Socket within six (6) business days either
13 verifying the claim or with the reason (e.g., the duration of the outage) for
14 disputing Socket's interruption of service claim in whole or in part.
15 CenturyTel shall not withhold any undisputed portion of a credit allowance.

16 52.0 SERVICE PARITY AND STANDARDS

17 Notwithstanding anything in this Agreement to the contrary,
18 CenturyTel shall meet any service standard imposed by the FCC or by the
19 Missouri Public Service Commission for any services or facilities provided
20 under this Agreement.

21 For any services that either Party is required by Applicable Law to provide to
22 the other at parity, each Party shall provide services under this Agreement to
23 the other Party that are equal in quality to that the Party provides to itself.
24 "Equal in quality" shall mean that the service will meet the same technical
25 criteria and performance standards that the providing Party uses within its
26 own network for the same service at the same location under the same terms
27 and conditions.

28 53.0 Contacts.

29 Upon the effective date of this Agreement, each Party shall update its
30 own contact information and escalation list and shall provide such
31 information to the other Party for purposes of inquiries regarding the
32 implementation of this Agreement or disputes arising thereunder. Each Party
33 shall accept all inquiries from the other Party and provide a timely response.
34 CenturyTel will provide and maintain its contact and escalation list in its
35 CenturyTel Service Guide ("Guide"). The Guide is provided to Socket on
36 CenturyTel's website, and any updates also will be provided on the website in
37 the event such information changes. Information contained in the Guide will
38 include a single contact telephone number for CenturyTel's CLEC Service

Center (via an 800#) that Socket may call for all ordering and status inquiries and other day-to-day inquiries between 8 a.m. and 5 p.m., Monday through Friday (except holidays). In addition, the Guide will provide Socket with contact information for the personnel and/or organizations within CenturyTel capable of assisting Socket with inquiries regarding the ordering, provisioning and billing of interconnection, UNE and resale services. Included in this information will be the contact information for a person or persons to whom Socket can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

Q. WAS ARTICLE VII, ISSUE 29, DISCUSSED BY MR. KOHLY IN HIS DIRECT TESTIMONY, RESOLVED PRIOR TO THE FILING OF DIRECT TESTIMONY?

A. Yes. The parties resolved Article VII, Issue 29 prior to the filing of direct testimony. Specifically, the parties agreed to incorporate the following terms into Article VII of the Agreement:

4.7.2 Self-certification with respect to DS1 and DS3 loops

4.7.2.1 Socket shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE loop intended to be used to serve a new customer (i.e. ordered on or after March 11, 2005 and, therefore, not part of Socket's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 and its subsections above prior to submitting its order to CenturyTel. Exhibit A identifies the wire centers having met the thresholds set forth in Section 4.7.1.1 and 4.7.1.2, and those Sections shall apply. Additionally, CenturyTel will post a list on its provided website identifying its wire centers that it asserts meets the thresholds set forth in Section 4.7.1.1 and 4.7.1.2. (A) For situations where Exhibit A or CenturyTel's posted list does not identify a wire center(s) relevant to Socket's order for DS1 or DS3 UNE Loop(s), Socket shall self-certify, if requested to do so by CenturyTel, that based on that reasonable inquiry it is Socket's reasonable belief, to the best of its knowledge, that its order satisfies the criteria in Section 4.7.1 and its subsections as to the particular UNE(s) sought. (B) For situations where Exhibit A or CenturyTel's posted list identifies such a wire center but Socket disputes that such wire center(s) has met the applicable threshold criteria, Socket also shall self-certify in the manner set forth immediately above. (If, pursuant to any carrier's prior

1 dispute, the Commission already has determined that a particular CenturyTel
2 wire center has met the applicable threshold, Socket will not challenge
3 CenturyTel's posting or designation of DS1 and/or DS3 loops in that wire
4 center as having met the thresholds under Section 4.7.1.1 and 4.7.1.2.) In
5 either situation (A) or (B), CenturyTel shall provision the requested DS1 or
6 DS3 loop in accordance with Socket's order and within CenturyTel's
7 standard ordering interval applicable to such loops. CenturyTel shall have
8 the right to contest any such orders and/or Socket's ability to obtain a
9 requested DS1 or DS3 UNE Loop only after provisioning, by notifying
10 Socket in writing of its dispute. If the Parties are unable to resolve the
11 dispute to both Parties' satisfaction within 30 days of CenturyTel's written
12 dispute notice, either Party may initiate binding arbitration pursuant to
13 Section 18.3 of Article III without further delay and otherwise exercise its
14 rights under Section 18.0 of Article III. If the Parties determine through
15 informal dispute resolution, or if it is otherwise determined in a legally
16 binding way (i.e. the determination has not been stayed pending appeal, if an
17 appeal is being pursued) that Socket was not entitled to the provisioned DS1
18 or DS3 UNE Loop, the rates paid by Socket for the affected Loop shall be
19 subject to true-up, and Socket shall be required to transition from the UNE
20 DS1 or DS3 Loop to an alternative service/facility within 30 days of such
21 determination. If Socket does not transition the Loop within the 30 day
22 period, then CenturyTel may disconnect the loop or convert it to an analogous
23 service.

24 **V.**
25 **CONCLUSION**

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

27 **A. Yes, it does.**