

Exhibit No.:
Issues:
Witness: Susan W Smith
Sponsoring Party: CenturyTel of Missouri, LLC
and Spectra Communications
Group, LLC d/b/a CenturyTel
Type of Exhibit: Surrebuttal Testimony
Case No.: TC-2008-0225

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

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

SURREBUTTAL TESTIMONY OF
SUSAN W. SMITH
ON BEHALF OF
CENTURYTEL OF MISSOURI, LLC
AND
SPECTRA COMMUNICATIONS GROUP, LLC D/B/A CENTURYTEL

February 18, 2009

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

Socket Telecom, LLC,
Complainant,

v.

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

Case No. TC-2008-0225

AFFIDAVIT OF SUSAN W. SMITH

STATE OF TEXAS

BOWIE COUNTY

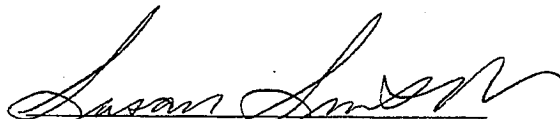
)
) SS.
)

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

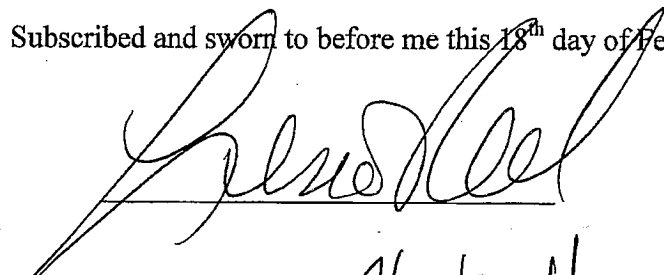
1. My name is Susan W. Smith. I am presently employed by CenturyTel Service Group, LLC..

2. Attached hereto and made a part hereof for all purposes is my Surrebuttal 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 18th day of February, 2009.



Notary Public

My Commission expires:
(SEAL)

7/2/2011



1 As discussed by CenturyTel Witness Gary Fleming, Mr. Voight's testimony
2 concerning traffic measurement cannot be supported. Mr. Voight incorrectly states that
3 the industry-supported traffic measurement system "involve methods of estimating" and
4 "fails to reveal the actual amount of traffic occurring." There is nothing in the record to
5 support this conclusion. Both Ms. Powell's rebuttal testimony and Mr. Fleming's
6 rebuttal testimony emphasize that actual traffic is used and, unlike Socket's proposed
7 measurement, is a tested, tried and true reflection of the number of trunks required to
8 carry the actual traffic.

9 In addition to his incorrect conclusions, Mr. Voight in many cases seems to
10 simply ignore portions of our rebuttal testimony that directly relate to the issues raised in
11 Socket's complaint. In particular, those portions relating to Socket's requirement to
12 follow the decommissioning process contained in the Interconnection Agreements for the
13 elimination of any POIs in question (Smith Rebuttal, page 16), and the resulting
14 implications of Socket's position that these POIs merely do not exist. (Smith Rebuttal
15 page 15) It is only with the removal of these POIs that Socket can even attempt to
16 support its position that all traffic can be exchanged indirectly, indefinitely, and
17 regardless of traffic volumes. Mr. Voight neglects to even respond to whether these POIs
18 should remain in place and whether the decommissioning process in the Agreement is
19 required.

20 I mean no disrespect to Mr. Voight with the criticisms made regarding his
21 testimony. However, as Mr. Watkins, Mr. Fleming and I have already explained in our
22 Rebuttal Testimony, the contract language, the arbitration decision and the
23 Telecommunications Act support CenturyTel's positions, and not those of Mr. Voight or

1 Socket.

2 **Q. DOES MR. VOIGHT PROPERLY CONCLUDE WHETHER POI THRESHOLDS**
3 **SHOULD APPLY TO INDIRECT INTERCONNECTION?**

4 A. No. In complete contrast to his prior testimony in Case No. TC-2007-0341, (as discussed
5 in Smith Rebuttal, page 21), where Mr. Voight also addressed indirect interconnection
6 and specifically subsections 4.3, 4.3.3 and 4.3.4, he now suggests (at p. 6, lines 7-10) that
7 the traffic threshold provisions of subsections 4.3, 4.3.1, 4.3.3 and 4.3.4 of Article V
8 cannot be read to apply to traffic exchanged by the parties through either a direct or
9 indirect interconnection. Mr. Voight bases this conclusion on his incorrect reading of
10 Section 4.1 without even addressing the analysis in either my or Mr. Watkins's Rebuttal
11 Testimony. (See Watkins Rebuttal at pp. 3-6 and 17 and Smith Rebuttal at pp. 17 -20)
12 Review of the Arbitration order and Article V Section 4 provides no support for Mr.
13 Voight's conclusions.

14 **Q. HOW HAS MR. VOIGHT CHANGED HIS INTERPRETATION OF ARTICLE V,**
15 **SECTION 4?**

16 A. Section 4.0, is entitled **REQUIREMENTS FOR ESTABLISHING POINTS OF**
17 **INTERCONNECTION ("POIs")**, and contains subsections 4.1 through 4.9. Not only
18 has Mr. Voight misinterpreted subsection 4.1, but he appears to have now redefined
19 subsection 4.1 as a prerequisite to subsections 4.2 through 4.9. He does this in an attempt
20 to tie his unfounded relationship of Section 4 to Section 7, and his new opinion that the
21 POI threshold methodology for establishing additional POIs found in subsection 4.3 does
22 not apply when Socket indirectly interconnects. In other words, Mr. Voight has changed
23 Section 4 from **REQUIREMENTS FOR ESTABLISHING POINTS OF**

1 INTERCONNECTION ("POIs") to terms that would only apply *if and when Socket*
2 *unilaterally decides to directly* establish a POI on CenturyTel's network. It is this
3 concept that Mr. Watkins addresses in his testimony that Mr. Voight characterizes as an
4 attempt to relitigate. (Page 13) This is not the case. Mr. Watkins explains further why
5 Mr. Voight's interpretation cannot be valid under the terms of the Agreement, the Act
6 and the FCC Rules.

7 **Q. WHO CRAFTED THE POI THRESHOLD LANGUAGE THAT IS AT THE**
8 **HEART OF THIS DISPUTE?**

9 A. The POI threshold language in Section 4 is a direct result of what was ordered by the
10 Commission in Case No. TO-2006-0299.

11 **Q. SO THE LANGUAGE THAT HAS CREATED THIS DISPUTE IS NEITHER**
12 **SOCKET'S NOR CENTURYTEL'S PROPOSED LANGUAGE?**

13 A. That is correct.

14 **Q. IS IT NOW MR. VOIGHT'S TESTIMONY THAT THE COMMISSION NEVER**
15 **INTENDED TO APPLY THEIR ORDERED POI THRESHOLDS TO ALL**
16 **SPECTRA COMMUNICATION EXCHANGES AND THOSE CENTURYTEL OF**
17 **MISSOURI EXCHANGES BEHIND A THIRD PARTY?**

18 A. Yes, it appears so.

19 **Q. CAN THE COMMISSION'S ARBITRATION ORDER CONCERNING POI**
20 **THRESHOLDS AND THE ESTABLISHMENT OF ADDITIONAL POIS BE**
21 **INTERPRETED TO ONLY APPLY *IF AND WHEN* SOCKET ALONE DECIDES**
22 **TO ESTABLISH A DIRECT INTERCONNECTION?**

1 A. While the Commission can and will interpret their arbitration order, this interpretation is
2 totally nonsensical, because, to reach such a conclusion, the Commission would have to
3 assume:

4 1. The Commission wasted their time and effort to establish thresholds that
5 would only apply in those limited circumstance when Socket, not the
6 Commission's Order, unilaterally decides they should apply.

7 2. Socket can unilaterally decide to never establish a direct POI on the
8 CenturyTel network and to indefinitely avoid "additional" POIs and the threshold
9 requirements ordered by the Commission.

10 3. The Commission never intended to enforce their ordered threshold
11 requirements.

12 4. The Order was designed to foster discriminatory treatment of similarly
13 situated exchanges. For example, Ellsinore is a Spectra Communications
14 exchange behind the AT&T Sikeston tandem. Bland is a CenturyTel of Missouri
15 exchange behind the CenturyTel of Missouri Branson tandem, where Socket
16 directly interconnects. Both exchanges serve less than 1000 access lines.
17 Because Socket unilaterally decided to directly interconnect with CenturyTel of
18 Missouri, they would be required to establish an additional POI when traffic to
19 and from Bland exceeds a DS1; however, Socket would never be required to
20 establish a POI in Ellsinore regardless of the traffic volume. In other words,
21 Socket would obtain a free pass by merely deciding to indirectly interconnect
22 while Spectra Communications and AT&T would be responsible for all transport
23 costs from Ellsinore to St. Louis.

1 5. Contrary to the Commission's decision, CenturyTel of Missouri, Spectra,
2 AT&T and Embarq should be responsible for the costs of transporting Socket's
3 interexchange traffic, and subsidizing Socket while Socket collects incremental
4 monthly revenue from its ISP customer located in St. Louis, and its ISP
5 subscribers actually originating the calls.

6 6. Assuming that Socket decides to maintain a POI in Columbia, Wentzville
7 and Branson, CenturyTel of Missouri and Spectra Communications would be
8 responsible for over 7500 miles of transport compared to the 350 miles provided
9 by Socket.

10 **Q. DO THE PARTIES DIRECTLY INTERCONNECT FOR EXCHANGE OF**
11 **TRAFFIC?**

12 A. My testimony, (Smith Rebuttal, page 7), which Mr. Voight does not address at all, shows
13 that the Parties (Socket and CenturyTel of Missouri and Socket and Spectra
14 Communications) have been directly interconnected for the mutual exchange of traffic
15 since 2004. There should be no question that the Parties had existing direct
16 interconnections in place and that additional POIs would be added as ordered by the
17 Commission in Case No. TO-2006-0299 and as specified in subsection 4.3 of the
18 interconnection agreements.

19 **Q. IN YOUR REBUTTAL TESTIMONY AT P. 15, YOU EXPLAIN WHY SOCKET'S**
20 **INTERPRETATION (AND NOW MR. VOIGHT'S APPARENT REVERSAL OF**
21 **HIS ANALYSIS), IF CORRECT, WOULD RENDER THE TRAFFIC**
22 **THRESHOLD PROVISIONS OF THE CONTRACT MEANINGLESS. DID MR.**
23 **VOIGHT REBUT THAT POINT?**

1 A. No. Mr. Voight merely accepts Socket's positions. As I stated in my Rebuttal
2 Testimony, Socket's interpretation would allow them to completely avoid any application
3 of the threshold traffic volume and POI provisions by simply invoking the use of indirect
4 interconnection through a transit arrangement, making any implication of the traffic
5 volume threshold provisions moot. As extensively testified to in the Arbitration, the vast
6 majority of traffic, exchanged between CenturyTel/Spectra and Socket is one-way traffic
7 from CenturyTel of Missouri or Spectra Communications to an ISP served or owned by
8 Socket. There would never be any reason for Socket to want any other arrangement other
9 than an indirect, transit arrangement because, for dial-up ISP traffic, a transit arrangement
10 maximizes the costs that Socket can avoid and foists upon CenturyTel (and its customers)
11 and other carriers the costs of transporting this ISP-Bound traffic to distant points, solely
12 to serve the interests of Socket and its ISP customers. While there are some very limited
13 areas where Socket exchanges two-way calling with CenturyTel, the traffic associated
14 with the exchanges relating to this POI complaint is almost entirely one-way traffic.

15 **Q. ON PAGE 13, MR. VOIGHT STATES THAT HE IS CONFUSED AND ACCUSES**
16 **CENTURYTEL OF ATTEMPTING TO RELITIGATE ISSUES. CAN YOU**
17 **PLEASE RESPOND TO MR. VOIGHT?**

18 A. Yes, I would be happy to respond. First, I would like to point out that Mr. Voight
19 inaccurately quotes my testimony and CenturyTel's position. As previously stated in my
20 testimony, Socket is proposing to remove all existing direct connections with Spectra
21 Communications and replace them with indirect connections regardless of the volume of
22 traffic between Socket and Spectra Communications end offices. This is a violation of
23 both the wording and intent of Article V of the Interconnection Agreement. Socket

1 currently has direct connections and POIs with Spectra Communications. *Article V.,*
2 *Section 4 specifically governs how and when additional POIs are to be added or*
3 *existing POIS decommissioned. Socket cannot circumvent these requirements by*
4 *removing POIs and replacing them with indirect connections regardless of the traffic*
5 *levels.*

6 The Commission created traffic thresholds in Article V, Section 4 as a method of
7 equitably allocating the costs of interconnection between the parties. Socket cannot be
8 allowed to circumvent Article V, Section 4, by asserting a right to indirectly interconnect
9 even when traffic volumes are high and, even where direct interconnection and local
10 POIs already exist.

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

14 In addition, Spectra Communications is concerned that Socket's indirect
15 interconnection proposal would result in the violation of a fundamental requirement of
16 the Federal Telecommunications Act. Section 47 U.S.C. 251 (c)(2)(B) provides that
17 Socket's interconnection with Spectra Communications must be at a technically feasible
18 point within Spectra Communications' network. If Socket were allowed to remove all
19 existing direct connections to Spectra Communications and rely entirely upon indirect
20 connects there would be no connection within Spectra's network. CenturyTel has never
21 taken the position that indirect interconnection is not permissible, however, when traffic
22 volumes are high as detailed in Article V, Section 4, direct points of interconnection must
23 remain or be established on our network.

1 With all due respect, it is Socket – not CenturyTel – that is attempting to relitigate
2 the POI issue.

3 **Q. IS MR. VOIGHT CORRECT THAT THE INDUSTRY-SUPPORTED TRAFFIC**
4 **MEASUREMENT SYSTEM EXPLAINED IN DETAIL BY BOTH MR. FLEMING**
5 **AND MS. POWELL IS A “METHOD OF ESTIMATING” AND FAILS TO**
6 **PROJECT ACTUAL TRAFFIC?**

7 A. Absolutely not. As addressed further by Mr. Fleming, Mr. Voight incorrectly states that
8 the industry-supported traffic measurement system used by CenturyTel and supported by
9 the interconnection agreement “involve methods of estimating” and “fails to reveal the
10 actual amount of traffic occurring.” There is nothing in the record to support this
11 conclusion. Both Ms. Powell’s rebuttal testimony and Mr. Fleming’s rebuttal testimony
12 emphasize that actual traffic is used, and unlike Socket’s proposed measurement is a
13 tested, tried and true reflection of trunks required. It a measurement system used
14 uniformly throughout the telephone industry. There is NO evidence that Socket’s traffic
15 measurement system is accurate, industry accepted or even used by any CLEC other than
16 Socket. What we do know is that it is merely a “counting” method developed by Socket
17 that is not used by any other party in the industry.

18 **Q. DID SOCKET EVER PROPOSE USING ANY NEW TRAFFIC THRESHOLD**
19 **METHODOLOGY EITHER DURING NEGOTIATIONS OR IN THE**
20 **ARBITRATION?**

21 A. No.

22 **Q. DID THE COMMISSION’S ARBITRATION DECISION GIVE ANY**
23 **INDICATION THAT THE INDUSTRY-STANDARD TRAFFIC MEASUREMENT**

1 **SYSTEM WITH AN INDUSTRY GRADE OF SERVICE STANDARD (B.01)**
2 **WOULD NOT BE THE METHOD USED TO DETERMINE THE POI**
3 **THRESHOLDS?**

4 A. No

5 Q. **IS THIS THE METHODOLOGY USED WITH EVERY OTHER**
6 **TELECOMMUNICATIONS CARRIER TO WHOM CENTURYTEL**
7 **INTERCONNECTS TO DETERMINE POI THRESHOLDS AND TRUNKS**
8 **REQUIRED?**

9 A. Yes, with the exception that some carriers use total number of minutes during the busy
10 hour. In addition, this is the methodology used to review our own trunking requirements,
11 except that CenturyTel now uses a B.001 grade of service standard.

12 Q. **DID THE COMMISSION'S ARBITRATION DECISION GIVE ANY**
13 **INDICATION THAT AN UNREFERENCED OR NON-INDUSTRY COMPLIANT**
14 **METHOD WOULD BE DEVELOPED TO USE IN DETERMINING THE POI**
15 **THRESHOLDS?**

16 A. No.

17 Q. **IS THERE ANY SPECIFIC LANGUAGE IN THE INTERCONNECTION**
18 **AGREEMENTS THAT PERMITS SOCKET TO DEVELOP A NEW TRAFFIC**
19 **THRESHOLD METHODOLOGY VERSUS USING THE ONLY**
20 **METHODOLOGY INCORPORATED WITHIN THE AGREEMENT?**

21 A. There is not.

22 Q. **DID CENTURYTEL PROPERLY BILL SOCKET FOR THE POIS?**

1 A. As my testimony states, and as discussed with Socket, Socket was billed exactly as Mr.
2 Voight details in his rebuttal testimony, on pages 9 – 10, lines 23 – 3, concerning what
3 would be the proper billing. Socket is billed for interexchange facilities leased from
4 Spectra Communications and CenturyTel of Missouri at the tariffed rates for point-to-
5 point DS1 special access circuits. At this time, the application of tariffed rates is the only
6 pricing available and is clearly appropriate for the leased interexchange facilities. This is
7 exactly what all carriers would pay when leasing interexchange facilities provided by
8 multiple parties, and is no different than what Socket would pay for jointly provided
9 facilities between AT&T and CenturyTel of MO for facilities leased between St. Louis
10 and Wentzville.

11 **Q. ARE THERE FACILITIES AVAILABLE FOR SOCKET TO LEASE FROM A**
12 **THIRD PARTY IN EACH OF THESE AREAS IN DISPUTE?**

13 A. Yes, it is my understanding that there is a competitive third party provider in each of
14 these areas from whom Socket could choose to lease point-to-point DS1 interexchange
15 facilities.

16 **Q. IS SPECTRA COMMUNICATIONS LEASING THE MAJORITY OF THESE**
17 **FACILITIES FROM A THIRD PARTY COMPETITIVE INTEREXCHANGE**
18 **CARRIER, OR DOES SPECTRA OWN THE FACILITIES BETWEEN THEIR**
19 **END OFFICES AND THE TANDEM?**

20 A. As explained in the Arbitration, like Socket, Spectra leases the facilities in place between
21 its end offices and the tandem. It would be Socket's option to lease these facilities
22 directly from the third party instead of purchasing from Spectra Communications and
23 CenturyTel of Missouri's interexchange tariff.

1 **Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?**

2 **A. Yes.**