

0499

1

STATE OF MISSOURI

2

PUBLIC SERVICE COMMISSION

3

4

5

6

TRANSCRIPT OF PROCEEDINGS

7

Arbitration Hearing

8

April 13, 2006

9

Jefferson City, Missouri

9

Volume 5

10

11

12

Petition of Socket Telecom, LLC)
for Compulsory Arbitration of)
Interconnection Agreements with)
CenturyTel of Missouri, LLC and) Case No. TO-2006-0299
Spectra Communications, LLC)
Pursuant to Section 252(b)(1) of)
the Telecommunications Act of 1996)

16

KENNARD L. JONES, Presiding,
REGULATORY LAW JUDGE.

17

18

19

NATELLE DIETRICH,
LARRY HENDERSON,
MIKE SCHEPERLE,
ADAM McKINNIE,
ADVISORY STAFF.

20

21

22

23

REPORTED BY:

24

KELLENE K. FEDDERSEN, CSR, RPR, CCR
MIDWEST LITIGATION SERVICES

25

0500

1

APPEARANCES:

2

BILL MAGNESS, Attorney at Law
98 San Jacinto Blvd., Suite 1400
Austin, TX 78701
(512) 480-9900

4

FOR: Socket Telecom, LLC.

5

6

LARRY W. DORITY, Attorney at Law
Fischer & DORITY
101 Madison, Suite 400
Jefferson City, MO 65101
(573) 636-6758

8

9

DAVID F. BROWN, Attorney at Law
FLOYD R. HARTLEY, Attorney at Law
GAVIN E. HILL, Attorney at Law

10

Hughes & Luce, L.L.P.
111 Congress Avenue, Suite 900
Austin, TX 78701
(512) 482-6867

11

12

FOR: CenturyTel of Missouri, LLC.
Spectra Communications Group, LLC.

13

14

15

16

17

18

19

20

21

22

23

24

25

1 P R O C E E D I N G S

2 JUDGE JONES: We are back on the record
3 with Case No. TO-2006-0299, and we'll begin today with
4 Socket's witnesses on our final issues. That will be Matt
5 Kohly and Mr. Turner. Are they here?

6 MR. HILL: Your Honor, will we be having
7 any kind of opening?

8 JUDGE JONES: Oh, yeah. I'm sorry. Let's
9 have the opening statements.

10 MR. HILL: The other thing I'd just bring
11 to your attention, I think both parties needed to file
12 something in the record. I know Ms. Wilkes yesterday said
13 she had changes to her proprietary numbers in her
14 testimony, and we said that we would do it overnight and
15 bring it. So we can get that in the record as well.
16 Would you like me to do that now?

17 JUDGE JONES: Yes.

18 MR. HILL: Your Honor, we have a
19 proprietary addendum to Mrs. Wilkes' testimony in which
20 she updates some of the proprietary numbers to her
21 testimony, and I believe that we would mark this as
22 Schedule DD, and we'd move for it to be admitted into the
23 record.

24 JUDGE JONES: Any objections? Exhibit DD
25 is admitted into the record.

1 (EXHIBIT DD WAS MARKED FOR IDENTIFICATION
2 BY THE REPORTER, AND RECEIVED INTO EVIDENCE.)

3 MR. BROWN: Your Honor, we're also having
4 some copies made, but we thought that you would want the
5 first day's diagrams available to you probably.

6 JUDGE JONES: Okay.

7 MR. BROWN: And so we have -- we're getting
8 copies made of Mr. Kohly's drawings now, and we'll make
9 those available. I don't know how many copies of the
10 joint recommendation we asked for official notice on
11 yesterday that you'd like.

12 JUDGE JONES: Just one.

13 MR. BROWN: Okay. Thank you.

14 JUDGE JONES: Okay. We'll have opening
15 statements from CenturyTel -- I'm sorry -- Socket.

16 MR. MAGNESS: Good morning, your Honor,
17 Staff. We are down to the last panel. This last panel
18 was organized as one that was a little different from the
19 others in that the topics aren't directly related by
20 subject matter but are sort of more of a catchall of other
21 issues that were disputed that didn't neatly fit in other
22 places.

23 There are some relationships between the
24 issues you'll find as we go through them to the ones we
25 have done, but these are relatively stand-alone items, and

1 they appear in Articles 2 and 3 and 12 of the DPL, and in
2 those articles, I believe those are all articles in which
3 a large number of issues have been settled. This panel
4 originally included the article on DSL. Those issues
5 settled yesterday, so we don't need to bring them before
6 you.

7 The issues in Article 16 concerning
8 directories, white pages, et cetera, in addition have
9 settled. And I'll just tell you for the record, Socket's
10 last witness, Mr. DuPui, whose testimony was going to be
11 adopted by Mr. Kohly for purposes of the hearing, his
12 entire testimony was about Article 16. So we would
13 withdraw Mr. DuPui's testimony, as it's no longer
14 necessary in the record as those issues have settled.

15 And to get to those issues that remain in
16 dispute, I'd like to start in Article 2, the definitions
17 section, and as always, a definitions section is only
18 something a lawyer can love, and most of these are legal
19 issues, I think you'll find as you look through them, and
20 that's why I hope to discuss them at this point and not
21 ask witnesses about them.

22 I'd like to draw your attention first to
23 the definition of information access, and that's Issue
24 No. 14 in the Article 2 DPL. Simply stated, I think our
25 primary dispute with this information access, information

1 access traffic as Socket defines it -- in the CenturyTel
2 proposal it is information access traffic or ISP-bound
3 traffic. I'd say the primary dispute relates back to what
4 you heard in the first day of the hearing concerning what
5 the ISP Remand Order means, and the primary debate, as you
6 may recall, was is the FCC's assertion of jurisdiction
7 over ISP-bound traffic limited to ISP-bound calls that
8 originate and terminate in the same local exchange or is
9 it -- does it extend to all ISP-bound traffic, therefore
10 making ISP-bound traffic more generally subject to the
11 federal regime, or is the situation that if the call is
12 inside a local exchange, it's interstate, but once it goes
13 outside the local exchange, it's intrastate? Of course,
14 you heard our positions on that the other day.

15 This issue, CenturyTel's definition
16 incorporates its view of the limit on the ISP Remand Order
17 definition of ISP-bound traffic, and we would expect it
18 would. However, the problem here is that it's a
19 definition also of information access traffic, and
20 information access traffic can be a broader set of things.
21 In fact, in the ISP Remand Order, the FCC said that
22 ISP-bound traffic was a subset of information access.

23 Information access is a term that goes back
24 to before the Act, the modification final judgment that
25 broke up the original AT&T, AT&T classic, and the FCC

0505

1 spoke of that category of traffic and decided that
2 ISP-bound traffic was a subset of that.

3 So Socket's concern is that if we
4 incorporate a definition that limits information access to
5 calls within the local calling area, that's beyond even
6 the interpretation of the ISP Remand Order that their
7 position on ISP-bound traffic would support, because
8 you're reaching out and defining yet another term as being
9 limited to the local calling area.

10 That's the primary dispute there. So it is
11 linked in large measure to how you decide the ISP remand
12 and ISP definition issues, but it's got a little twist we
13 just want you to be aware of.

14 The next definition similarly is related to
15 the ISP Remand Order, and that is on page 10 of 21. It's
16 Issue No. 15. That's the Internet service provider
17 definition. And the concern here is, it's not necessarily
18 a -- well, I'll just put it this way: It is not the same
19 issue that we discussed a couple days ago, because the way
20 that CenturyTel has proposed to define ISP is as an
21 enhanced service provider, and as you'll notice we
22 define -- so far we're together -- that may -- and we say
23 that may also utilize LEC services to provide their
24 customers with access to the Internet.

25 So we have no dispute that it's an enhanced

1 service provider. That enhanced service provider may use
2 services of the LEC. It gets to the Internet. It's
3 Internet bound, simple enough.

4 We agree that it's an enhanced service
5 provider, but then the CenturyTel definition links it to
6 paragraph 341 of the First Report and Order in CC
7 Docket 97-158. As an initial matter, we're troubled by a
8 cross reference into a very large FCC Order. That was the
9 Access Reform Order.

10 But more pertinently, we provided -- this
11 is what we provided a copy of -- is that paragraph 341.
12 This is in the First Report and Order, 1997, on access
13 charge reform, and if you -- we provided paragraph 341.
14 As you can see, paragraph 341 itself is not a definitional
15 paragraph. It doesn't provide a definition, but it
16 references information service providers, or ISPs.

17 In Footnote 498, they then go through the
18 explanation of their definitions of enhanced services that
19 are defined in the federal rules. They then provide
20 reference to the 1996 Act definition of information
21 services, which is somewhat different.

22 At the end of that footnote, the FCC
23 states, for purposes of this order, providers of enhanced
24 services and providers of information services are
25 referred to as ISPs.

1 Our concern with this is that the
2 information services definition in the Federal Act has
3 been hotly contested and has been used in very significant
4 ways recently in deregulating a lot of services. And I'm
5 not sitting here telling you that's what they're trying to
6 do or that's what's going to happen. I just say that
7 referencing something as a definition of a term in an
8 interconnection agreement that doesn't reference a
9 definition but rather references two other definitions and
10 then says an information service provider is that and that
11 is I don't think the best way to draft it, the clearest
12 way to draft it.

13 But the more troubling thing is, if there
14 is a dispute about this during the course of the agreement
15 or if the FCC takes further actions that provide us more
16 information about what they mean by information services,
17 and in the recent order that went all the way to the
18 Supreme Court there was an issue about whether information
19 services and telecommunications services are mutually
20 exclusive, and it had a big impact on the regulation of
21 DSL and the regulation of cable modems.
22 These are major issues before the FCC.

23 So we would rather keep the definition of
24 ISP simple, clean, and not try and cross reference it back
25 into an almost ten-year-old order that doesn't exactly

0508

1 give us a clean definition.

2 Sorry. I thought I had the -- could I have
3 mixed up pages in the DPL? Impossible. Let's see. Here
4 we go. Sorry.

5 The next one I'd like to talk to you about
6 is Issue No. 33. Actually, I'm sorry, I believe it's 34,
7 the definition of dedicated transport. Appears on page 13
8 of the Article 2 definitions. Dedicated transport is an
9 unbundled network element that provides transport of
10 traffic between wire centers or central offices.

11 As has been discussed prior to today,
12 unbundled dedicated transport is a UNE that CenturyTel
13 must make available. There are not wire centers in its
14 service territory that have been delisted or taken off the
15 UNE list. So it is, I think, an obligation that there's
16 no dispute that CenturyTel has.

17 The question here concerns wire centers in
18 the CenturyTel territory where Spectra wire centers are
19 subtending CenturyTel tandem. And I think there's really
20 a couple of issues here. One is, what is the situation
21 and the consequences of it?

22 As is clear from the testimony, and I think
23 from folks' experience who live in the service territory,
24 CenturyTel and Spectra operate as one company as a
25 practical matter. When Socket orders UNEs, they don't

0509

1 order them separately from CenturyTel and Spectra. The
2 companies bill on the same systems. You're in Spectra
3 territory, you get a CenturyTel bill. You're in
4 CenturyTel territory, you get a CenturyTel bill. Same
5 techs come service the networks. They are an integrated
6 operation.

7 They do have separate certificates, but
8 they are fully integrated in their operations, so
9 integrated, in fact, that there are 54 Spectra offices,
10 central offices, that you can't get to unless you go
11 through the CenturyTel tandem.

12 So if Socket needs interoffice transport
13 that has a customer hanging off in the Spectra territory,
14 hanging off the switch in the Spectra territory, let's say
15 it's a T1 customer, they have a loop up through to the
16 Spectra central office. In order to form an enhanced
17 extended link, an EEL, or just in order to get to the next
18 point in the call transmission path, they need to get
19 transport up to that tandem, and that transport should be
20 dedicated transport straight through into that network.

21 If dedicated transport isn't available in
22 that situation, Socket's left in the situation of having
23 to pay special access or come up with some other
24 arrangement to get transport so those customers that they
25 have that are in Spectra territory aren't essentially

0510

1 stranded without being able to get out to the rest of the
2 network.

3 That is going to make a tremendous
4 different to Socket as to whether they're going to try and
5 expand into those Spectra central offices. Socket wants
6 to. That's why they're bringing the issue to you.
7 They're interested in getting into those offices. So
8 there's a practical impact.

9 And you'll notice in the definition, we
10 limited the definition in the language that is bold and
11 underlined in our contract proposal to situations where
12 the Spectra and CenturyTel network that directly connect
13 two switches or wire centers within a LATA without making
14 use of a transit or switching facilities of a third-party
15 LEC.

16 So we're not trying to unduly expand any
17 transport obligation. It's just the same kind of
18 transport that would be provided if that was a Spectra
19 tandem instead of having the CenturyTel label on it or a
20 CenturyTel end office instead of having a Spectra label on
21 it. In these particular circumstances, that's plain old
22 dedicated transport.

23 I told you there were two issues here.
24 That's the first one. The second one is, in the federal
25 rules, dedicated transport has a definition, and the

0511

1 dedicated transport definition provides that, and I'll
2 read it from the dedicated -- let's see. Flipped to the
3 wrong side of the book. The definition of dedicated
4 transport is, for purposes of this section, dedicated
5 transport includes incumbent LEC transmission facilities
6 between wire centers or switches owned by incumbent LECs
7 or between wire centers or switches owned by incumbent
8 LECs and switches owned by requesting telecommunications
9 carriers. And it goes on to designate specifically what
10 capacities.

11 The definition speaks of facilities owned
12 by incumbent LECs, plural. Thus, the dedicated transport
13 definition itself does not prevent the two certificated
14 carriers from forming a transport route.

15 Socket's not arguing that CenturyTel should
16 have to provide transport to SBC or to Sprint or to any
17 other carrier, but in situations where they have set up
18 their company such that the network prevents the provision
19 of UNE transport by the designation of whose name is on
20 which piece of equipment is a much different situation but
21 a situation that isn't prevented by the rules.

22 Now, I'll tell you, there is a dedicated --
23 there is a definition of route, transport route that
24 does -- that is -- sounds like it is more limited to, you
25 know, a LEC's wire center or between a LEC switches. A

1 route is a transmission path between one of an incumbent
2 LEC's wire centers or switches and another of the
3 incumbent LEC's wire centers or switches. When I tell you
4 that, it's -- that one sounds more like they're talking
5 about one.

6 The definition itself of dedicated
7 transport appears to permit incumbent LECs, plural. We
8 believe it's a permissible reading of the definition of
9 dedicated transport to permit in this situation where you
10 essentially have a combined LEC and LEC facilities have to
11 provide dedicated transport. So only lawyers could love
12 them, but occasionally they have very big impacts.

13 Now, on the Article 3 provisions, that is
14 fairly well whittled down to Issue 2, and that is related
15 to payment of bills by Socket. Socket is requesting a
16 45-day payment due date from the bill date. In the M2A,
17 that's what was approved by the Commission.

18 And this one is one that's not particularly
19 legal. It's pretty factual, and Mr. Kohly testifies on
20 it, and he can testify about it today, that there are
21 practical problems that Socket has experienced with the
22 CenturyTel bills. And CenturyTel's right, you don't get
23 the size of bill as you get from SBC/AT&T, but Socket's
24 experience is that there are still significant errors, and
25 those bills need to be audited and it takes time to deal

0513

1 with them.

2 Part of the motivation for 45 days after
3 bill date is, sometimes bills arrive late. That can be a
4 problem as well. So even though you may have a 20-day or
5 a 30-day period, if you don't receive the bill until 10
6 days into that period, it's eaten up a lot of the time you
7 need to validate the bill.

8 So there is factual testimony, and if the
9 Panel wants to validate that factual testimony, I'd
10 encourage you to question the witnesses about it. But
11 that's one where I think it's better for them to talk than
12 me, but the proposal is based on both SBC language and
13 practical experience.

14 The last issue I want to talk about has to
15 do with Article 12, the remote call forwarding. The issue
16 that remains, only one in that attachment that remains is
17 Issue No. 2. Involves a limitation on the ability of
18 Socket to port a remote call forwarding number, a number
19 that was a call forwarding number when it was a CenturyTel
20 customer, Socket gets the customer, the customer doesn't
21 want to switch unless the customer can keep it's RCF
22 number so it doesn't have to change its number, and what
23 are going to be the limitations on Socket's ability to do
24 that.

25 Mr. Miller, Mr. Turner have testified about

1 this. It is an issue we have been trying to work out, and
2 at this point I have -- I would like to offer a change in
3 our language that we have offered, and it hasn't been
4 accepted, but we were willing to put it in as a compromise
5 at this point to try to get through this.

6 And Mr. Turner, our witness for this issue,
7 can explain the reasoning behind the new language a whole
8 lot better than I can, because this is a pretty technical
9 issue, and we can do that when he's up here for cross
10 clarifying, however the Commission would like to do that.
11 but I'd like to just tell you what it is.

12 The Socket language currently says, each
13 party shall permit telephone numbers associated with
14 remote call forwarding to be ported. And we would add --
15 we propose to add, provided that the local calling scope
16 of the ported number does not change.

17 And Socket believes that the addition of
18 this limitation should meet any legitimate concerns
19 CenturyTel has. They may have other concerns, but they
20 may be ones which we will continue to dispute with them,
21 but we would hope perhaps this is a reasonable compromise
22 for this issue. Thank you.

23 JUDGE JONES: Opening statements from
24 CenturyTel.

25 MR. HILL: Good morning, your Honor, Staff.

0515

1 JUDGE JONES: Good morning.

2 MR. HILL: I understand that Panel 5's been
3 characterized as a catchall panel. However, that
4 shouldn't be interpreted as meaning that the issues in
5 this panel are less significant than the other ones that
6 we've talked about. There are -- I think Mr. Magness did
7 a good job of identifying what's been resolved, but there
8 still are several significant outstanding disputes.

9 Many of the ones that Mr. Magness talked
10 about had to do with definitions of different types of
11 traffic, the definition, for example, of what constitutes
12 dedicated transport, you know, required to be unbundled by
13 an ILEC. There's another definition in there of currently
14 available, and there's also this issue of remote call
15 forwarding.

16 I would submit to you before I talk just a
17 little bit about each one of those that these are really
18 matters of construction and interpretation of either FCC
19 rules or pronouncements by the FCC that should be
20 determined as a matter of law. Therefore, we will address
21 them more fully in our briefing, rather than spend the
22 time to sit here and talk about who said what in what
23 order.

24 I would like to say, though, with respect
25 to Mr. Magness' comments on definition of dedicated

0516

1 transport that he mischaracterizes very much the
2 relationship between Spectra and CenturyTel of Missouri.
3 Whereas he characterized that CenturyTel had set up the
4 networks this way, the way that they are set up is
5 actually the result of separate acquisitions. There was
6 no intentional -- there was no intentional motive to set
7 up in any way the network the way it is other than that
8 was just the natural flow of how the properties were
9 acquired. And we can -- the witnesses can talk more, in
10 more detail about that.

11 The core issue there has to do, however,
12 with whether or not we as the ILEC, CenturyTel, is going
13 to be required to unbundle dedicated transport between the
14 wire centers or between the offices of two separate ILECs.
15 That is completely inconsistent with the definition of
16 dedicated transport and the pronouncements the FCC has
17 made about it.

18 There is another definitional issue in
19 Article 2, and it has to do with the definition of
20 something called currently available. And this is a
21 definition that essentially applies where Socket is trying
22 to define the UNEs that CenturyTel is required to unbundle
23 under the Act.

24 And in that definition you'll note that
25 they attempt to require CenturyTel, they demand that

1 CenturyTel unbundles the UNEs of an affiliate that's not
2 itself an ILEC. Again, this is completely inconsistent
3 with CenturyTel's obligations under the Act, and we will
4 address that vigorously in briefing.

5 Remote call forwarding, that's the load
6 issue, the single issue that is still in dispute in
7 Article 12. It's Issue 2. If you're keeping track, it's
8 Section 6.2.3. And we know that remote call forwarding is
9 a method of providing number portability, and you'll
10 recall that number portability, the whole purpose of it is
11 to provide a customer with the ability when it changes
12 carriers to maintain its local number.

13 The FCC in the First Report and Order has
14 been very clear that the scope of number port-- that
15 number portability is not location portability. The
16 customer has to stay in the same local calling area. This
17 is just another way that Socket is trying to get at FX, at
18 an FX arrangement or VNXX.

19 Now, again, I just reiterate, these are
20 legal issues, quite frankly, and we will be addressing
21 them further in briefing.

22 What remains are two -- what also remains,
23 I should say, are two disputes in Article 3. In Issue 6,
24 the parties have resolved the language that pertains to
25 the prior dispute between e-mail notification versus

0518

1 accessible letters. I think you've probably read about
2 that. You've asked questions about it, Ms. Dietrich.
3 That part has been resolved.

4 There is a sub-issue still embedded in that
5 provision in Section 54.5, where Socket is essentially
6 demanding that whenever CenturyTel makes an operational
7 change, a change in standard practices, that it -- that
8 Socket be allowed to request something called project team
9 resources to assist Socket in implementing the change.

10 Now, something I'd like to point out is,
11 what is project team resources? I don't know. And the
12 contract, their language proposal doesn't define it. It's
13 as big a question to us as it is -- as it might be to you.
14 What is clear is that, whatever it is, Socket demands the
15 right to request it upon its discretion with absolutely no
16 limitation or without any objective criteria in contract
17 language determining when such resources would be
18 necessary.

19 Now, I'd like to -- what CenturyTel has
20 proposed, that to the extent we, we CenturyTel, has a
21 change in standard practices, whether it's operational or
22 related to network management, that we are more than happy
23 to provide contacts that will -- they can contact to walk
24 through, trouble shoot, find out how the change is going
25 to affect them, as well as help them implement it. It is

1 requires its own customers to pay within 20 days of the
2 bill date. CenturyTel requires its customers to pay
3 within 20 days of the bill date. A request to pay your
4 bills within 45 days essentially is super-parity.

5 The Commission should -- or the Panel
6 should also be aware that, to the extent CenturyTel is
7 required to change its billing due dates, particularly
8 from 20 business days, which is roughly 30 calendar days,
9 to the 45 calendar days that Socket is requesting would
10 require extensive and costly modifications of its billing
11 systems, reprogramming, reallocation of capacity and space
12 within its systems. In fact, the witnesses testify to
13 this, but it is my understanding that it may not even be
14 possible with these current billing systems.

15 Now, the justification that Socket offers
16 for changing its bill date is that their bill -- they need
17 more time to review the bills. And in setting forth their
18 evidence on this, they grossly exaggerate the nature of
19 the errors that are on their bills.

20 And if you review Ms. Hankins testimony,
21 and you can ask her questions about it here today, any
22 time Socket has raised a billing dispute, CenturyTel has
23 been responsive to those billing claim disputes. All
24 right. It is a commercial practice. There's going to be
25 errors. We're not saying they're not there, but we are

1 responsive when they do occur.

2 In the M2A-II proceeding there were some --
3 there were some CLECs that put into the record evidence
4 that they had bills that were hundreds -- that they
5 received hundreds of bills a month, and that those bills
6 total thousands of pages. Socket is trying to shoehorn
7 the facts of this case where they don't fit into the facts
8 of that case. This is not that case.

9 Look at the evidence about Socket's bills.
10 They are modest. They are single digit in page numbers.
11 They are single digit in number. They simply are not the
12 same types of bills, and they do not cause the same types
13 of labor-intensive review that CLECs in the M2A-II
14 proceeding showed.

15 Now, I would suggest to you, given the
16 electronic billing options made available by CenturyTel
17 today, particularly to Socket, that is a reasonable
18 accommodation to get at their specific concern, which is
19 how do we get more time to review the bills. And given
20 that option, it would be completely unjustified to require
21 expensive and costly systems, modifications by
22 CenturyTel.

23 Your Honor, there's been another issue
24 that's been raised about the definition of dedicated
25 transport as well as some VNX arrangement, remote call

1 forwarding arrangement. With your permission, I'd like to
2 just give a few minutes to Mr. Hartley to talk about that
3 if that's okay.

4 JUDGE JONES: That will be fine.

5 MR. HARTLEY: Good morning, your Honor,
6 Panel. With respect to the Article 2 definitions
7 disputes, I think Mr. Magness pretty much hit the nail on
8 the head when he said only lawyers can love them but they
9 have a very big impact. Quite so.

10 As I'm sure you've read in Mr. Simshaw's
11 direct and rebuttal testimony, the definitions in
12 Article 2 dovetail with the Article 5 disputes we talked
13 about on Tuesday, about this arbitrage situation. I
14 think, Mr. Henderson, you asked the question of Dr. Avera
15 about, what do you mean arbitrage, how is this going on,
16 and he explained how you end up with these two
17 functionally equivalent products at different prices.

18 And this is exactly what the definitions in
19 Article 2, specifically Issues 14, 15 and 16, relate to,
20 these definitions of information access, information
21 access traffic, ISP traffic, intraLATA toll traffic.

22 The bottom line is, this is all about
23 deploying a single point of interconnection out there in
24 the LATA and getting it to a distant location to serve an
25 ISP without imposing these costs or imposing those costs

1 on CenturyTel.

2 As Mr. Simshaw sat up here Tuesday and
3 testified and he and Mr. Magness went back and forth about
4 the ISP Remand Order, the First Circuit was addressing
5 this issue. I've handed Judge Jones a copy of that
6 opinion, also provided a copy to Mr. Magness.

7 As I thumb through this opinion, what first
8 strikes me is how remarkably similar it is to
9 Mr. Simshaw's testimony. In the underlying proceeding
10 involved there, the Massachusetts Department of
11 Telecommunications and Energy did precisely what
12 CenturyTel is asking here. In the VNXX arrangement, they
13 imposed access charges because it is not a local call. It
14 does not begin and end in a local calling area.

15 More importantly, though, in explaining the
16 basis of its decision, the First Circuit analyzed the ISP
17 Remand Order, discussed it at length. Does it include --
18 was it defined as ISP-bound traffic within the local
19 calling area or not? They said yes. In fact, the First
20 Circuit specifically invited the FCC to submit an amicus
21 brief there. FCC, explain this to us. Provide your
22 position. And they sided with Mr. Simshaw.

23 If I can find the page, in the FCC's Briefs
24 supplied to the First Circuit they said, in establishing
25 the new compensation scheme for ISP-bound calls, the

1 Commission was considering only calls placed to ISPs
2 located in the same local calling area as the caller.

3 Regardless of whether you have a single
4 sentence in the DC Circuit opinion reviewing the ISP
5 Remand Order, regardless of how you pars the language in
6 paragraph 6, 13, 14, 47, 54, none of that matters. What
7 matters is what really went on. You look at the Order,
8 and Socket is attempting in these definitions in
9 Issues 14, 15 and 16 to circumvent that, to creatively
10 redefine the traffic so they can avoid the plain
11 implications.

12 The First Circuit clearly discussed the
13 local versus interexchange distinction, commenting that
14 local traffic stays within the boundaries of a local
15 calling area. Interexchange, however, traffic crosses the
16 boundaries of the local calling area and is generally
17 subject to toll or long distance charges paid by the
18 calling party.

19 The court was very clear in going through
20 and discussing these issues. In one portion of Socket's
21 proposed contract language, they proposed jurisdictionally
22 defining calls based on the assigned NXX. Now, that's all
23 well and good as the First Circuit notes that the
24 traditional system for rating calls, whether the call is
25 local or interexchange, was based on the NXX associated

1 with the particular switch.

2 Going back to the historical system of NXXs
3 being tied geographically to a switch, Socket's proposal
4 is quite fine. The problem arises, the arbitrage
5 opportunity arises when you get to the VNXX situation,
6 when, as the First Circuit described, virtual NXXs -- the
7 customer can be given VNXX numbers that were different
8 than those that would normally be assigned to him based on
9 his physical location. This allows a party to call what
10 appears to be a local number, although behind the scenes
11 that call is actually routed to a different local calling
12 area.

13 That's basically Mr. Simshaw's testimony.
14 He discusses at length in his direct what this cause is.
15 For Socket to propose a definition that ignores the
16 reality of the current marketplace creates a regulatory
17 opportunity where you have two functionally equivalent
18 products, as Dr. Avera explained, at vastly different
19 prices where, as the FCC warned in the ISP Remand Order,
20 you have costs massively shifting to one party, where as
21 we explained at length on Tuesday, CenturyTel takes calls
22 from 50, 60-plus different exchanges to a single point,
23 bears the burden for all that. Socket pays the charges
24 for a single facility that's much cheaper, and the ISP
25 compensates for them that -- that for them.

1 Mr. Simshaw explains at length how what
2 happens here is the only party depriving revenue from this
3 situation is Socket. The party incurring the costs is
4 CenturyTel. That's not reasonable, and that's certainly
5 not consistent with the First Circuit's decision saying,
6 you know what, this is a matter for the state commissions
7 to decide, and the Massachusetts Department of
8 Telecommunications and Energy got it right. When they
9 decide to impose access charges on this because there's a
10 fundamental distinction between local traffic and
11 interexchange, that was the appropriate decision.

12 That decision should be the same in this
13 proceeding, and Socket's definitions in Issues 14, 15 and
14 16 which subvert and undermine that regime and allow them
15 to shift their costs to CenturyTel, derive extraordinary
16 revenue, that's just not how the system's supposed to
17 operate. That's not consistent with the FCC's intent to
18 promote facilities-based competition. It's not consistent
19 with the reasonable allocation of responsibility.

20 Thank you.

21 MR. HARTLEY: I'm sorry, your Honor. We'd
22 like you to take judicial notice or administrative notice
23 of the opinion I handed you, the First Circuit.

24 JUDGE JONES: I will.

25 MR. HARTLEY: Thank you.

1 JUDGE JONES: Are you-all ready to present
2 Socket's witnesses?

3 MR. BROWN: Yes, your Honor. We've got one
4 housekeeping matter, the drawings. We're going to produce
5 them for you.

6 (EXHIBIT EE WAS MARKED FOR IDENTIFICATION
7 BY THE REPORTER.)

8 MR. MAGNESS: For the record, Mr. Brown and
9 I have put together the diagrams that were drawn and used
10 in the first day of hearing during cross-examination with
11 staff clarifying. Those have been marked as Exhibit EE,
12 and we would jointly move their admission.

13 JUDGE JONES: Exhibit EE is admitted into
14 the record.

15 (EXHIBIT EE WAS RECEIVED INTO EVIDENCE.)

16 MR. BROWN: Thank you, your Honor.

17 MR. MAGNESS: Your Honor, I believe the
18 full testimony of both Mr. Kohly and Mr. Turner has been
19 admitted, so we'll tender them for cross-examination.

20 JUDGE JONES: Cross-examination.

21 R. MATTHEW KOHLY AND STEVE TURNER testified as follows:

22 CROSS-EXAMINATION BY MR. HILL:

23 Q. Good morning, Mr. Kohly. Excuse me.
24 Before we get started, do you have a copy of the
25 article DPL?

1 (Answers by Matt Kohly.)

2 A. Yes, I do.

3 Q. I'd like to talk to you about Section 54.5.
4 I think that's Issue 6. I would give you a page number.
5 I'm afraid it might be different because I'm still working
6 off the one before we modified it last night. Check
7 around page 14.

8 A. Okay.

9 Q. Now, you would agree that this is
10 essentially the provision that talks about how
11 CenturyTel's going to communicate standard changes and
12 practices, correct?

13 A. Yes.

14 Q. And the parties have essentially resolved
15 it, with the exception of the one sentence there that
16 reads, either party may request the assignment of project
17 team resources for implementation of the change, correct?

18 A. Correct.

19 Q. Now, you -- on page 46 of your rebuttal
20 testimony, you state that, in response to some of
21 CenturyTel's witnesses' concerns about your language
22 proposal, that you think it's doubtful that most changes
23 would require a project team; is that correct?

24 A. I think that we only request a project team
25 in the event of a major change. Certainly we don't have

1 the resources to request it every time there's a change.

2 Q. That limitation is not contained in the
3 proposed language you set forth, right?

4 A. It is not. I don't know how you would
5 define major versus minor change. That's going to be -- I
6 will have a different opinion than you probably would.

7 Q. So essentially the way the contract
8 language is right now, it's left open to Socket's
9 discretion as to when it wants to request project team
10 resources, correct?

11 A. Correct.

12 Q. Now, you also state in your rebuttal
13 testimony, page 46, I think it's that same page, just look
14 at lines 2 and 3, that this is a -- in your rebuttal
15 testimony you say, this is a mutual provision. And so
16 either party has the ability to request project team
17 resources, correct?

18 A. Yes, I do.

19 Q. Isn't it true that the changes in standard
20 practices that we're talking about in this provision are
21 changes in CenturyTel's standard practices?

22 A. Yes, but they would be able to request
23 resources from Socket if they felt it was necessary. For
24 example, in an OSS-type change, it will affect us. If
25 they felt it was necessary, they can make the request as

0530

1 well.

2 Q. So you're saying that project team --
3 CenturyTel could request that Socket send over a project
4 team to help CenturyTel implement one of its own changes
5 in operational practices?

6 A. If it will affect Socket, yes.

7 Q. You're aware that CenturyTel has made
8 electronic billing options available to Socket, correct?

9 A. Yes. We are currently looking at one of
10 those that was FTP'd to us for a CABS bill.

11 Q. And those options -- you've heard of My
12 Account, for example, correct?

13 A. Correct.

14 Q. And that essentially would allow you the
15 opportunity to look at your ensemble bills online,
16 correct?

17 A. It would allow us to look at them on time,
18 on -- or online, not real time. They would still go
19 through an audit process, be available five to seven days
20 after the bill date, if I understand the testimony
21 correctly.

22 Q. It allows you to look at the bill online,
23 correct?

24 A. Correct.

25 Q. And it would allow you also to remit

0531

1 payment online, correct?

2 A. I've not looked at that option. That was
3 the testimony. I don't know if you would have to have
4 a -- I mean, use a credit card for intercarrier bills or
5 what.

6 Q. There's also an option to allow you to
7 review electronically and remit payments for CABS bills,
8 correct?

9 A. We have received the -- the FTP file was a
10 CABS bill. We have received that. We've also requested a
11 record layout for that.

12 Q. So that's a yes, you're aware that --

13 A. I don't know about the payment option.
14 We're still looking at the bill and the format.

15 Q. Fair enough. You're not taking advantage
16 of either of these electronic options at this point?

17 A. If they are feasible, we certainly will.

18 Q. But you're not currently taking advantage
19 of them?

20 A. No, we are not. We're still analyzing
21 them.

22 MR. HILL: That's all I have. I'm going to
23 leave some time for Mr. Brown.

24 JUDGE JONES: Questions from Ms. Dietrich.
25 Oh, I'm sorry.

1 MR. BROWN: Just very briefly, your Honor.

2 JUDGE JONES: You're tag teaming.

3 MR. BROWN: Yes. Very brief.

4 CROSS-EXAMINATION BY MR. BROWN:

5 Q. Good morning, Mr. Kohly.

6 A. Good morning.

7 Q. On Tuesday there was a great deal of
8 discussion of what kinds of services you might offer if
9 you were able to obtain facilities from Branson to areas
10 outside of Branson, right?

11 A. Yes.

12 Q. And in that testimony, I believe you said
13 that Socket's switch is in St. Louis, right?

14 A. Yes.

15 Q. And you would be providing your own
16 transport between Branson and St. Louis?

17 A. Assuming the POI is in Branson, yes.

18 Q. Okay. Fair enough. How would you provide
19 that transport?

20 A. Through third-party leased facilities.

21 Q. Either by a contract or a tariff?

22 A. Contract generally.

23 Q. But you're not going to build your own
24 facilities there?

25 A. Not at this time.

0533

1 Q. And that's because that's a more
2 economically sensible thing for you to do?

3 A. Yes.

4 Q. When are you planning on putting in that
5 transport facility?

6 A. We would do it as we brought up the
7 collocation facility there.

8 Q. So that would be the trigger? Is there
9 anything that would be a trigger for you to put it in?

10 A. The facility between --

11 Q. Branson and St. Louis.

12 A. I mean, once we turn up service in that
13 area, we would do that as part of that turnup.

14 MR. BROWN: Thank you. That's all I have,
15 your Honor.

16 JUDGE JONES: Ms. Dietrich.

17 QUESTIONS BY MS. DIETRICH:

18 Q. Mr. Kohly, in your testimony you talk about
19 whether CenturyTel affiliates have facilities available
20 and you -- Socket requests that information. Why does
21 Socket need information from CenturyTel on facilities that
22 its affiliates have?

23 A. The context we're talking about is
24 CenturyTel with its affiliate transport provider, doing
25 business as LightCore. LightCore has an extensive network

1 based on the testimony in my direct testimony where I
2 identify their POPs within CenturyTel territory. It's our
3 understanding from working with CenturyTel that they lease
4 a portion of their interoffice transport from this
5 facility -- from this provider. So in trying to secure
6 interconnection facilities, we believe it's reasonable
7 that, if it's not held in the name of the ILEC, that they
8 look to their affiliate, within region. We're not trying
9 to seek access to that -- those facilities outside of the
10 region, but within their ILEC territory, that they look to
11 that affiliate.

12 Q. Is Socket not able to lease facilities from
13 LightCore?

14 A. In some instance, we can. We actually do.
15 I do have some concerns about some of the EEL
16 restrictions. So if we are seeking an EEL and there is
17 not dedicated transport available on a route, we cannot
18 nec-- we cannot combine the transport facilities provided
19 by LightCore with an unbundled loop provided by CenturyTel
20 without incurring some sort of special access charge even
21 if we are permitted to link the two.

22 Q. Okay. And that kind of goes to my next
23 question. With the dedicated transport issue and the
24 linking up that you were just describing, is it a matter
25 of getting access to those facilities or is it a matter of

1 the cost that you will be paying for those facilities?

2 A. In the dedicated transport issue, it is a
3 little bit different, but I guess again it would be the
4 cost. If we were not able to obtain those at UNE rates,
5 we would be required to pay special access rates from the
6 CenturyTel tandem to the Spectra end office. Those rates
7 are significantly higher than the transport rates.

8 Q. Okay. And then on the electronic bills
9 issue that you were just discussing, if I understood you
10 correctly, even if Socket decides to go with the
11 electronic bill option, you still have concerns because of
12 CenturyTel's internal audit process before the bills are
13 available for you to review?

14 A. Our concern is that the bills are extremely
15 inaccurate, often error-prone, and it's not a consistent
16 type of error that's easily you when audit it you say, oh,
17 everything's priced 10 percent over.

18 Q. Just a second. I mean, wouldn't the
19 electronic version of the bill be the same as the paper
20 version?

21 A. It would.

22 Q. So the errors would be the same?

23 A. The errors would be the same.

24 Q. So then what's the concern with the
25 electronic version of the bill?

1 A. The concern is not with the electronic
2 version. It is with the amount of time we are allowed to
3 audit the bill.

4 Q. The amount of time you're allowed to audit?

5 A. Yes.

6 Q. Available to audit.

7 MS. DIETRICH: Okay. Thank you.

8 JUDGE JONES: Mr. McKinnie?

9 QUESTIONS BY MR. MCKINNIE:

10 Q. I just have one quick question. I think
11 this is for Mr. Turner. Are you the person I would ask
12 about the remote call forwarding language change?

13 (Answers by Mr. Turner.)

14 A. Yes, you would.

15 Q. Okay. I just wanted to ask what was meant
16 by the term local calling scope if the ported number does
17 not change. Is that both an outbound and inbound local
18 calling scope, or is that one or the other?

19 A. Well, generally when you are thinking of
20 the -- with remote call forwarding, it's always inbound to
21 that number, but the -- the way these get implemented,
22 it's going to honor the local calling scope in both
23 directions. But the main -- the main concern when I was
24 at the local number portability subcommittee that I
25 referenced in my testimony, the main concern that was

1 being raised there was whether or not there would be any
2 call jurisdiction problems created for the originating
3 caller. In other words, the party that calls the number
4 that has previously been remote call forwarded, they
5 didn't want any calling scope parties -- or problems
6 created for that number, and so what they effectively did
7 is, you know, if you can confirm that that is not the
8 case, and that's the reason I added this language here,
9 that was the main concern.

10 And I saw some of those same concerns
11 raised in CenturyTel's testimony. So I thought it might
12 be helpful if we offered that language.

13 MR. McKINNIE: Thank you.

14 JUDGE JONES: Mr. Scheperle?

15 MR. SCHEPERLE: Thank you.

16 QUESTIONS BY MR. SCHEPERLE:

17 Q. Mr. Kohly, I had some questions on Issue 2.
18 Could you turn to your direct testimony on page 38.

19 (Answers by Matt Kohly)

20 A. Yes.

21 Q. Okay. And I'm referring here to lines 9
22 through 12. It says that Socket receives 13 separate
23 bills from CenturyTel each month in two separate formats.
24 Ms. Hankins was saying that you receive four bills, and I
25 think later she revised it that she missed some 911

1 numbers. But there's quite a difference between 13 and 4.

2 Can you explain that?

3 A. Well, in adding to it, I revised it in my
4 rebuttal as well. I had included some retail bills that
5 Socket Telecom gets. The ones that would be considered
6 for this case would be eight separate bills in two
7 different formats. So we receive eight separate wholesale
8 bills.

9 Q. Eight bills. Okay. But then some of those
10 bills are in a retail format that does not pertain to this
11 interconnection agreement?

12 A. No. The original number of 13 contained 5
13 retail bills. The 8 are wholesale bills. They appear in
14 two formats. One has similar paper and headings as the
15 retail bill and comes on their Ensemble system. The other
16 is a CABS bill that comes out. It's the access billing.

17 Q. Okay. Thank you.

18 On your direct testimony on page 37 and 38,
19 I believe it starts on page 37 at the bottom starting on
20 line 22, and you analyzed bills over a seven-month period.
21 Could you tell me what seven-month period you're talking
22 about there? It's on lines 22 and 23.

23 A. That would have been February back, so
24 seven minus six months.

25 Q. So it would be February 2006 going back

1 seven months?

2 A. Yes, including February.

3 Q. Okay. And then you went on, I guess, in --
4 on line 23 and onto the next page, that you were talking
5 about when Socket receives these bills, that there is an
6 average of 13 days. Is that for those seven bills?

7 A. Yes. That was calculated across all of
8 them.

9 Q. Okay.

10 A. And that is from the bill date, which is
11 the date printed on the bill, to the date we receive it in
12 our post office box.

13 Q. Okay.

14 A. And at that time, on that same day we
15 receive it, we time stamp it.

16 Q. Mr. Kohly, I believe when Mr. Magness was
17 up here he was referring to, in his opening statements,
18 referring to the Order in the AT&T arbitration case. Do
19 you know what the order was in that case on how long CLECs
20 had to pay their bill?

21 A. On page 41 of my direct, actually page 40
22 and 41 I describe that decision. The arbitrator actually
23 ruled in that case that payment due date should be 30 days
24 from the day on which SBC's invoice or bill is actually
25 received, as in the current M2A. So it would go from the

1 date received by the CLEC. During the proceeding, SBC
2 advocated that 30 days from then would be an average of 45
3 days.

4 Rather than have -- I was afraid of
5 disputes about when did you actually receive it, when was
6 it time stamped. I chose 45 days. Either method would be
7 suitable to Socket.

8 Q. Okay. So you're saying basically with the
9 average of the 13 days that we discussed earlier, and
10 you'd have 30 days to analyze the bill after you'd
11 received it, you went with the 45-day period?

12 A. Right. That was just to eliminate some
13 confusion. Either outcome would be acceptable.

14 Q. So you're willing to live with the 30 days
15 from when you actually receive the bill also?

16 A. Yes.

17 Q. Okay. Mr. Turner, I believe I have a
18 question for you. On page 59 and 60 of your direct
19 testimony, and I'm referring to lines 22 through 24.

20 (Answers by Mr. Turner.)

21 A. Could you just maybe read a few words so I
22 can make sure I'm in the same place, because my page, I'm
23 pretty sure I'm looking at something different than you
24 are.

25 Q. Okay.

0541

1 A. If you'd just maybe read the first
2 sentence.

3 Q. Okay. I believe I'm going to start with --
4 I believe -- I don't remember what I said, but page 59 is
5 where I wanted to start it, with line 22 through 24 and
6 continuing over to line 1, but it starts, in essence, all
7 that Socket Telecom is attempting...

8 MR. HILL: Sir, page 59 is the last page of
9 Mr. Turner's testimony that we filed. I think that's our
10 problem, the same issue.

11 MR. SCHEPERLE: Oh, it was a supplement?
12 It was revised or left off.

13 MR. TURNER: Just give me one second. I
14 apologize. I found that now.

15 BY MR. SCHEPERLE:

16 Q. Okay.

17 A. So in essence, all that Socket Telecom is
18 attempting to do, those four or five lines there?

19 Q. Yes.

20 A. Okay.

21 Q. And basically, and I'd like to read that,
22 in essence, all that Socket Telecom is attempting to do is
23 ensure that customers that already have remote call
24 forwarding service with CenturyTel are able to maintain
25 their same phone number when they move to Socket Telecom.

0542

1 I believe that Mr. Magness this morning
2 mentioned that you had a counter proposal that you had
3 given to CenturyTel, and you were adding language that
4 provided local porting number does not change. I mean --

5 A. Provided that the local calling scope of
6 the ported number, the number being ported, does not
7 change.

8 Q. I guess my question is, if CenturyTel had
9 this customer to begin with and Socket won it and they
10 never had a remote calling number, would Socket still want
11 to have a remote calling number for that customer?

12 A. If the customer didn't previously have it?

13 Q. Yes.

14 A. No. Can I show you a picture that might
15 help to explain this a little better?

16 Q. Yes.

17 A. I know this can sometimes be a little
18 confusing, so what I've tried to do is kind of create a
19 before and after picture. The -- you asked the question
20 of, if the customer previously didn't have a remote call
21 forwarding number, would they -- would Socket, like,
22 create this, and the answer, when I go through this you'll
23 see it really wouldn't come into play.

24 Can you see this a little bit? Okay. The
25 situation that you have is you have a customer here which

0543

1 I've labeled as CTEL A, and this is a CenturyTel account
2 customer that's calling a number, and I made up a number
3 here, 573-682-1111. Typically what happens is the, at
4 least when I've run into this situation, is this is a
5 number that the customer may have physically had at one
6 time when they may have been located here, and so the
7 customers in this area know that company associated with
8 that number, they may have marketed it that way, or it's a
9 customer that just wants to have customers in that area be
10 able to call the local phone number and get that.

11 So they'll go to a company like CenturyTel
12 and say, we would like to have this phone number or keep
13 this phone number, and what options do we have? One
14 option that they have, particularly if all you're wanting
15 is to receive calls from customers that know about that
16 number, is to use remote call forwarding. And so I put in
17 parentheses down here the number that the customer might
18 actually have it ported to, 573-875-7777. And again, I
19 just made that number up. That number would be in a
20 different rate center.

21 So what CenturyTel would do is when
22 Customer A1 over here calls this number inside their
23 initial switch, which I labeled as CTEL A, the switch will
24 simply recognize that they've called 573-682-1111,
25 recognize that remote call forwarding has been implemented

0544

1 on that switch, and will forward it to 573-875-7777, which
2 CTEL A, the switch will recognize it's a different switch,
3 will route it to CTEL B, and the call will then complete
4 to the customer.

5 Then what I've noted here just so it will
6 be real clear about it, CTEL A, we're -- they made a local
7 phone call before. They're still going to make a local
8 phone call when I get down to the second picture. CTEL B1
9 or B1 is the customer, they pay CTEL to receive that call
10 at their address, and I made up an address, 111 Real
11 Place, Columbia, Missouri. So the terminating caller is
12 paying CenturyTel for any costs associated with getting
13 that remote call forwarded call to them.

14 Now, if you could slide the chart up. What
15 often happens -- in fact, if you could just maybe go up
16 just a little higher. Thank you.

17 What often happens is that in the course of
18 a CLEC attempting to win a customer, they'll go to that
19 customer and find out that they had a remote call
20 forwarding number. And so the customer doesn't want to
21 move part of their service over to the CLEC, they're going
22 to want to move all of it. Otherwise they're going to end
23 up with two bills, two customer telecom company
24 relationships. They generally tend to avoid that.

25 So what happens is, that number,

0545

1 573-682-1111, what CenturyTel -- or what Socket needs to
2 happen and what is very customary in the industry is to
3 have it then ported to Socket using local number
4 portability. And what will happen in that case is that
5 Socket has numbers in the first rate center, but they will
6 use local number portability to route that call through
7 local number portability to Socket's switch.

8 CenturyTel's customer A1 will still dial
9 573-682-1111. When it hits CenturyTel's switch, instead
10 of doing remote call forwarding, what happens is
11 CenturyTel's switch does a local number portability
12 database dip to find out what the LRN, the local routing
13 number is for that call, and it will then realize it goes
14 to Socket Telecom. The call will be exchanged at the POI,
15 which that's Tuesday's discussion, where Socket will have
16 a collocation most likely, and then Socket will have built
17 its facilities out to that POI, and it ends up terminating
18 the call to the customer over the loop that it has
19 connecting its switch to the customer.

20 The customer's still at the same place.
21 It's at 111 Real Place, Columbia, Missouri. This idea of
22 location portability, they never moved. All that you're
23 doing is that previously CenturyTel completed the call
24 between two of its switches, but now Socket has won that
25 customer, wants to port that number, and so instead of

0546

1 CenturyTel switching the call at both ends, CenturyTel
2 will switch it at one end and Socket will switch it at the
3 other.

4 So I mean, that's -- this doesn't come into
5 play when you have a customer that didn't previously have
6 a remote call forwarding number, but where it does
7 definitely come into play is that if that customer had
8 that and you can't help support that, it almost in my
9 experience, and this is personal experience from dealing
10 with customers on this, you lose the business. They're
11 not going to move their service to you, and so --

12 FURTHER QUESTIONS BY MS. DIETRICH:

13 Q. Mr. Turner, in your diagram there, which
14 number is ported?

15 A. The number that's ported is 573-682-1111.

16 Q. And what happens to 875-7777 or whatever
17 that says?

18 A. Well, this is the phone number the customer
19 had that was at the other location. They're going to end
20 up having both numbers when it's done. But previously --
21 can you slide the chart down -- the way that it was done
22 was by remote call forwarding from 573-682-1111 to
23 573-875-7777. But once the CLEC has the customer, the
24 customer will likely keep both their numbers, but they're
25 going to be using LRN to complete the calls to the switch,

0547

1 and the customer will have a loop that connects them to
2 the Socket switch, and Socket will have -- use number
3 portability to have both of those numbers terminate on its
4 switch.

5 Q. So in your example, both numbers would
6 actually be ported to Socket?

7 A. That's typically what happens.

8 Q. And the 682 number will --

9 A. But if I can just be real specific, you no
10 longer have to do call forwarding between the two because
11 both numbers are actually terminating on Socket's switch.

12 Q. And where is the 682 number rated, which
13 rate center?

14 A. It would be in Rate Center 2.

15 Q. In the Columbia rate center?

16 A. Yes.

17 Q. Okay.

18 A. And the 875 is Rate Center 1, which is in,
19 in this example, in the Centralia rate center. But the
20 key point here is that CenturyTel's customer A1 -- and
21 when I went to the LNPA subcommittee, what they were
22 concerned is don't make this customer that was previously
23 dialing a local call suddenly have their billing messed up
24 by not doing the number portability properly. So the key
25 point here is that Century -- or Socket Telecom has number

0548

1 assignments in Rate Center 1 and they're honoring the
2 local calling scope of Rate Center 1.

3 In other words, CTEL A1, that customer made
4 a local phone call before. They're going to continue to
5 make a local phone call after the fact. This customer B1
6 previously paid CenturyTel for the service of being able
7 to remote call forward between Rate Center 1 and Rate
8 Center 2. Down here, the same customer in the same
9 physical location is going to pay Socket Telecom, down
10 here meaning the lower drawing, to do the same service,
11 but doing it in a different way.

12 Q. Can you go back up to the top one?

13 A. Yes.

14 Q. Okay. In that scenario, which rate center
15 is the 682 number rated to?

16 A. Rate Center 1.

17 Q. And the 825 or whatever that says?

18 A. 875 is Rate Center 2.

19 Q. Okay. Now go down again, please. And the
20 682 number is rated to which rate center?

21 A. Rate Center 1.

22 Q. And the 875?

23 A. Rate Center 2.

24 Q. Okay.

25 A. Both of which are served out of a single

0550

1 local call number. It should still appear to that
2 customer as a local number. The Customer B1 paid
3 CenturyTel the charges to move it between Rate Center 1
4 and Rate Center 2. Now Customer B1 is paying Socket
5 Telecom to move it between Rate Center 1 and Rate
6 Center 2. And so the key point is that you honor the
7 local calling scope of the number that's dialed, the
8 573-682-1111 number.

9 And I hope that customer's not a real
10 person or else they're going to start getting -- who reads
11 these transcripts except attorneys, though, right? But
12 anyway, that's what I'm trying to reflect by that
13 additional language.

14 MR. SCHEPERLE: Thank you.

15 JUDGE JONES: Mr. Henderson, did you have
16 any questions?

17 MR. HENDERSON: Yes, I do.

18 QUESTIONS BY MR. HENDERSON:

19 Q. Mr. Turner, if I was a business owner at
20 111 Real Place in Columbia --

21 A. Yes.

22 Q. -- and I wanted to expose my business
23 throughout 30 exchanges, okay, then I would have the -- a
24 local number in those 30 exchanges that they would think
25 they were calling local and calling me in Columbia in

0551

1 reality; is that correct?

2 A. You can do that, and there are services
3 that incumbent LECs sell that allow you to do that and
4 there's services that CLECs can sell that allow you to do
5 that.

6 A. Okay. That call comes in to me at Real
7 Place, I'm not available at that time to return to call.
8 Okay. When I would return that call back, would I be
9 pulling dial tone from where?

10 A. Well --

11 Q. What rate center am I pulling dial tone on
12 to return that call?

13 A. That's a very good question. Depending on
14 how the service is provisioned, you -- if -- you would
15 likely pull your dial tone out of Rate Center 2. Okay.
16 And you would call back to Rate Center 1, and toll charges
17 would apply, of course, if it was an intraLATA toll call.

18 If it was provisioned in a different way,
19 such that the customer had basically the ability to both
20 originate and terminate off of the number that is in the
21 Rate Center 1 location, and there are services that allow
22 you to do that, then it would be rated as if you were in
23 Rate Center 1, but the customer would basically have to
24 pay for a service that would allow them to do that.

25 Q. Similar to an FX, correct?

1 A. That particular type of service that allows
2 you to do that is FX.

3 MR. HENDERSON: Okay. Thank you.

4 JUDGE JONES: Okay. We can move on to
5 recross.

6 MR. BROWN: Thank you, your Honor. May I
7 approach the picture?

8 JUDGE JONES: Yes, you may.

9 MR. BROWN: I'm going to pull it down so we
10 can work with it first.

11 RE CROSS-EXAMINATION BY MR. BROWN:

12 Q. Mr. Turner, a couple of questions about
13 your drawings. First of all, you've drawn a telephone at
14 the end of the -- for the end user customer; is that
15 right?

16 A. Yes, I have.

17 Q. So that would look like just an ordinary
18 telephone customer?

19 A. Well, I was just -- that's kind of when you
20 do drawings, that's the universal kind of picture you use
21 to represent a customer who's going to be answering or
22 making phone calls.

23 Q. Fair enough. And as a retail proposition,
24 when this is an RCF arrangement, remote call forwarding
25 arrangement, that customer pays the cost of the service;

1 is that right?

2 A. Well, they pay the cost of the RCF service,
3 which is a service that's sold by incumbent LECs, and then
4 they would also pay any other additional cost depending on
5 where they were having the call RCF'd to.

6 Q. Right. Like toll charges, for instance?

7 A. It could be toll charges or it could be
8 long distance. I mean, there's a number of things that
9 could occur at that point. It could also be a local call
10 depending, because you can RCF within the same local
11 boundary.

12 Q. Right. So if we replace that customer who
13 would be picking up telephone with an Internet service
14 provider, that could be the situation, couldn't it?

15 A. If CTEL B1 was an ISP that was purchasing
16 the RCF arrangement, then they would be paying for the
17 RCF's number and they would be paying for the -- any
18 charges associated with the calls.

19 Q. But if that customer then went to Socket,
20 wouldn't it present exactly the same kind of intercarrier
21 compensation issues that are present in a VNXX or FX
22 environment?

23 A. Well, I wasn't participating in those
24 conversations earlier that you had on that topic, but for
25 the purposes of compensation, CTEL A1 would be making a

0554

1 call to a number which is now assigned to Century -- or
2 Socket Telecom's switch, and for the purposes of that
3 exchange of traffic, it's a local call.

4 The way that Socket has a relationship with
5 the Customer B1 would be between and pursuant to tariffs
6 or contracts between Socket and B1, just as it was -- that
7 relationship would be pursuant to tariffs or contracts
8 between CenturyTel and Customer B1, but the exchange of
9 traffic between the Customer A1's phone number and
10 573-682-1111, that would be a local phone call in the
11 before situation and it would be a local phone call in the
12 after situation.

13 Q. That's a long way of saying yes?

14 A. It's a long way of saying that the -- of
15 saying no, that it doesn't have the same dynamics because
16 the call that you were dealing with is a local phone call
17 between CTEL A1's phone number and 573-682-1111, which is
18 in the same rate center as CTEL 1.

19 Q. Okay. But you're not talking about
20 intercarrier compensation. You're talking about retail
21 rating to the originating caller; isn't that right?

22 A. I am talking about both. See, the
23 intercarrier compensation -- and first of all, this
24 rarely -- to my knowledge, I've never run into it where
25 it's related to an ISP. But this is -- the reason why I

0555

1 said both is that the number -- Socket has the ability to
2 assign numbers in Rate Center 1 already. So this is just
3 porting a number that already exists there that the
4 customer already had.

5 So it doesn't fall under these concerns
6 that I believe you're raising because it's a local phone
7 call being exchanged within the same rate center. So
8 whatever terms and conditions that you have set out in
9 your interconnection agreement regarding the exchange of
10 traffic within the same rate center would apply.

11 And as far as rating, what -- what should
12 happen for CTEL A1 is, since they dialed a local phone
13 number before when it was an RCF arrangement, and they're
14 dialing a local phone number now that has been ported to
15 Socket, their experience from a billing standpoint and any
16 confusion that might be generated, it shouldn't be there.
17 And that's what we're assuring will happen, and you assure
18 that will happen by porting to a number within the same
19 rate center.

20 Q. Again, though, this is a situation where
21 the call isn't actually physically within the rate center,
22 it crosses rate center boundaries?

23 A. The -- actually, no, it is -- the call is
24 within the same rate center.

25 Q. Physically, the call traverses the rate

0556

1 center boundary, correct?

2 A. I think what you're trying to draw a
3 distinction to is the address of where 111 Real Place is
4 at. That 111 Real Place is not within the physical
5 dimensions of Rate Center 1?

6 Q. Yes.

7 A. And if that was your question, I would say
8 yes, but it wasn't within the physical dimensions of Rate
9 Center 1 before or after. So no location changed. It's
10 just Socket Telecom provides a service one way, CenturyTel
11 provides it another way, but the call itself occurs within
12 Rate Center 1. It is a local exchanged call within Rate
13 Center 1, because the ported to number, the ported number
14 and the originating calling number are within the same
15 rate center.

16 Q. Physically, the call terminates in a second
17 rate center. Geographically, physically, the call
18 terminates in another rate center?

19 A. Are you -- and do you mean by terminates
20 like where it appears on the switchboard?

21 Q. Who picks up the phone.

22 A. The customer that picks up the phone is
23 located at 111 Real Place, Columbia, Missouri.

24 Q. In a different physical, different
25 geographical rate center for purposes of geography, not

1 for purposes of rating the call?

2 A. It has nothing to do with rating the call.

3 As long as -- I mean, physically they're in a different
4 place, but not for rate center purposes.

5 MR. BROWN: That's all, you Honor.

6 JUDGE JONES: Any redirect?

7 REDIRECT EXAMINATION BY MR. MAGNESS:

8 Q. Mr. Turner, could you identify the document
9 that I've placed before you?

10 (Answers by Mr. Turner.)

11 A. These are -- these are the November 2005
12 meeting minutes of the LMPA, which is a subcommittee of
13 the North American Numbering Council, I believe. NANC is
14 what I've always called it, N-A-N-C.

15 Q. And then the slide presentation that
16 follows the first page?

17 A. This is a presentation that I put together
18 to illustrate the problem that my client in this case,
19 Paetec, P-A-E-T-E-C, was having with porting remote call
20 forwarding numbers with an incumbent LEC in the northeast,
21 which was not Verizon.

22 Q. Let me ask you a question to follow up on,
23 I think, where we left off here. The -- and you may have
24 made this point already, but I wasn't certain. The
25 contract language that we're debating applies only when

0558

1 CenturyTel already has a remote call forwarding
2 arrangement with a customer, right?

3 A. That's correct.

4 Q. Okay. So CenturyTel has that arrangement
5 in place already. Does that mean that any of the physical
6 movement of the traffic that Mr. Brown was getting at was
7 occurring when they were a CenturyTel customer?

8 A. You mean terminating at a different
9 physical location outside Rate Center 1?

10 Q. Uh-huh.

11 A. Yes, it was happening before.

12 Q. Because the point is somebody moves, but
13 they want to keep their number, right?

14 A. Right. Well, actually the point is they
15 already had moved, wanted to keep their number and were
16 able to do that with CenturyTel.

17 Q. Right. So that's already happened?

18 A. That's already happened. And now they want
19 a competitor to provide their service, and CenturyTel is
20 trying to prevent that from happening.

21 Q. Now, the -- is the language that Socket has
22 proposed as its final offer here consistent with what you
23 believe is going on in the industry?

24 A. Yes.

25 Q. And was this the second of your

1 presentation to the LMPA committee?

2 A. Yes.

3 MR. BROWN: Your Honor, I'm going to object
4 to any use of this presentation. It's hearsay and we've
5 never seen it before, have no way of knowing whether this
6 is the actual document or anything else.

7 MR. MAGNESS: Your Honor, I'll respond a
8 couple ways. One, Mr. Turner referenced the presentation
9 in his testimony, which is already in evidence. He didn't
10 attach it, but referenced the testimony.

11 Second, he's here to authenticate it. I
12 mean, Mr. Turner is -- he's discussed in the document he
13 made the presentation, he prepared the attached documents,
14 so he can certainly authenticate that it is what he says
15 it is. He -- it's not hearsay. It's Mr. Turner. He
16 wrote it.

17 MR. BROWN: It's still hearsay whether
18 Mr. Turner wrote it or not, and if they wanted to attach
19 it to their testimony, it could have been something they
20 could have dealt with, but now we've been presented with
21 this information at hearing without that opportunity.

22 JUDGE JONES: I'm going to sustain the
23 objection.

24 BY MR. MAGNESS:

25 Q. Okay. Mr. Turner, is it your understanding

0560

1 that there is an industry consensus that the arrangement
2 that you're recommending in the contract language is
3 appropriate?

4 A. Yes.

5 Q. And what's that -- what's your opinion
6 based on?

7 A. It is based on having presented this exact
8 issue to the LMPA subcommittee of NANC.

9 Q. And when you agreed there's an industry
10 consensus, who was there for this meeting?

11 A. This committee's made up of incumbent LECs
12 and a few CLECs, but mostly incumbent LECs from all over
13 the country involved in local number portability issues.

14 Q. Was the CLEC on whose behalf you were
15 presenting this one that serves Internet service
16 providers?

17 A. No, they do not.

18 Q. And was the arrangement that you were
19 discussing one that they were presenting because they
20 wanted to serve an Internet service provider?

21 A. No.

22 Q. And the -- if an Internet service provider
23 as a customer of CTCL -- or rather of CenturyTel or Socket
24 was to take advantage of this language, they would already
25 have to have had a remote call forward arrangement with

0561

1 CenturyTel before this language would go into effect,
2 right?

3 A. That's correct.

4 MR. BROWN: Objection, your Honor.

5 Mr. Magness is leading the witness along here and
6 testifying for him.

7 JUDGE JONES: I agree.

8 BY MR. MAGNESS:

9 Q. Okay. Mr. Turner, under what circumstances
10 could an Internet service provider actually make use of
11 contract language if they became a Socket customer?

12 A. Well, the only circumstance would be if
13 they had already established a remote call forwarding
14 arrangement and -- previously with CenturyTel, and the
15 area of that which seems to be of concern to CenturyTel
16 would have been required that the Internet service
17 provider was paying intraLATA toll charges between Rate
18 Center 1 and Rate Center 2 for all the minutes they were
19 call forwarding with CenturyTel before they wanted to move
20 to the CLEC, in this case Socket.

21 MR. MAGNESS: That's all the questions I
22 have. Thank you.

23 JUDGE JONES: Okay. Let's take a
24 five-minute break here, or rather, let's come back at five
25 minutes after 11 to move on to CenturyTel's witnesses.

5 THE REPORTER: 17.

7 JUDGE JONES: Exhibit 17 is admitted into
8 the record.

12 (A BREAK WAS TAKEN.)

14 JUDGE JONES: You may.

19 JUDGE JONES: There's Scott Fedder listed
20 on this witness list. Is he not going to be included?

25 JUDGE JONES: All right. We'll move on to

0563

1 cross-examination.

2 MR. MAGNESS: You'll have to excuse me.

3 I'm not sure which witness is the one for unbundled
4 dedicated transport issue.

5 MR. BUSBEE: Actually, there were a couple
6 of us, but I addressed one issue regarding dedicated
7 transport.

8 GUY MILLER, CALVIN SIMSHAW, BILL AVERA, WAYNE DAVIS, PAM
9 HANKINS, SUE SMITH, ALFRED BUSBEE AND MAXINE MOREAU
10 testified as follows:

11 CROSS-EXAMINATION BY MR. MAGNESS:

12 Q. Dedicated transport. Okay. The question I
13 had was, in the -- there are Spectra exchanges that are
14 wire centers that are only connected to -- the tandem they
15 connect is a CenturyTel tandem; is that correct?

16 (Answers by Mr. Busbee.)

17 A. That is correct.

18 Q. And is there any other means for the
19 traffic to go out of those wire centers besides heading
20 for the CenturyTel tandem?

21 A. There may be.

22 Q. Do you know what that would be?

23 A. Not being familiar with the specific
24 arrangement that you're talking about, I couldn't tell
25 you.

0564

1 Q. Okay. Are the Spectra wire centers
2 subtending anyone else's tandems?

3 A. They may be.

4 Q. Okay. Do you know in those situations
5 whether they are or not?

6 A. I do not know for sure.

7 Q. Okay. If unbundled dedicated transport
8 isn't available between the points of that wire center and
9 that CenturyTel tandem, would Socket be in a position to
10 or would they need to pay special access if they wanted to
11 ride that route?

12 A. Either that or secure the facilities from a
13 third-party provider.

14 Q. Okay. But if they were going to use the
15 facilities that are there, is CenturyTel's special access
16 tariff what they would work off of?

17 A. If they acquired the facilities from
18 Spectra and CenturyTel of Missouri.

19 Q. So whose special access tariff do you look
20 to?

21 A. You would buy the respective parts from
22 each company.

23 Q. So you buy one channel termination from one
24 and the other channel termination from the other?

25 A. Yes.

0565

1 Q. Do you have any idea what those rates are?

2 A. I do not.

3 Q. The I believe, agreed consensus rates for
4 DS1 channel terminations that are UNEs is approximately
5 \$24.50. Does that sound about right?

6 A. I don't know.

7 Q. Okay. To your knowledge, is the special
8 access product going to be significantly more expensive?

9 A. I told you, I don't know what the rates
10 are.

11 Q. Fair enough. How long have CenturyTel and
12 Spectra been operating together?

13 A. The properties were acquired -- I don't
14 know the specific answer to that question.

15 Q. Okay. Say roughly three, four years?

16 A. I don't know.

17 Q. Okay. And is it your understanding that --
18 and again, you may -- there may be another witness you
19 need to pass this one to, but is it your understanding
20 that the company's corporate organization is up to the
21 company, right?

22 A. Presumably, yes. I would defer that
23 question to someone else, probably Mrs. Hankins.

24 Q. Is that a fair characterization?

25 (Answers by Ms. Hankins.)

1 A. Would you repeat your question, please? I
2 want to make sure I understand the question.

3 Q. Sure. The decision to keep the CenturyTel
4 and Spectra incumbent local exchange properties separate,
5 is that a decision that's up to CenturyTel?

6 A. No. Those are separate legal entities.
7 They're separate study areas for federal purposes. Those
8 were ruling -- I mean, it's all in my testimony as far as
9 how that was ruled on. Those are things that are not
10 necessarily CenturyTel specific, I don't think, that we
11 can just combine study areas for the purposes of
12 CenturyTel wanting to do that.

13 Q. Okay. So combined study areas. Could
14 CenturyTel change the corporate structure of the company
15 on its own, though?

16 A. I don't know. That's a legal question.

17 MR. MAGNESS: Okay. Fair enough. I
18 believe that's all I have. Thank you.

19 JUDGE JONES: Ms. Dietrich?

20 MS. DIETRICH: Mr. Magness, could we have
21 the diagram back up that Mr. Turner drew?

22 MR. MAGNESS: Yes.

23 QUESTIONS BY MS. DIETRICH:

24 Q. Mr. Miller, I'd like to ask you some
25 questions about the remote call forwarding also. Were you

0567

1 in the room when we had the previous discussions?

2 (Answers by Mr. Miller.)

3 A. Yes, I was.

4 Q. Did you generally agree with the way the
5 diagram is drawn?

6 A. I generally agree that the first diagram is
7 a simple representation of remote call forwarding. The
8 second diagram is a representation more of a virtual
9 NXX-type scenario.

10 Q. In the first diagram, both numbers that are
11 up there would be CenturyTel numbers; is that correct?

12 A. They don't have to be. I don't know what
13 the B number is. It could be, but it could be
14 theoretically anybody's.

15 Q. Assuming that they both were CenturyTel
16 numbers and the customer decided to go with Socket, would
17 both numbers be ported to Socket?

18 A. Yes.

19 Q. Okay. In the top diagram we have Rate
20 Center 1 and Rate Center 2. Which rate center is the 682
21 number rated to?

22 A. It's rated and terminates to CTCL A.

23 Q. And for RC2, the 875 number?

24 A. Again, as drawn, it would be rated to
25 CTCL B.

0568

1 Q. I'm sorry. To?

2 A. As this is drawn, the 875 number would be
3 rated to the CTEL B exchange.

4 Q. CTEL B. Okay. I thought you said CTEL O,
5 and I didn't know what that meant. Okay. Then in the
6 lower diagram -- could you scoot that up just a little
7 bit, please -- for the 682 number, where would that be
8 rated?

9 A. Well, again, the number would be rated to
10 CTEL A.

11 Q. And the 875 number?

12 A. I don't know. I assume it could be at the
13 Socket end office, but I'm not Socket, so I don't know
14 what they're doing.

15 MS. DIETRICH: Okay. Thank you.

16 JUDGE JONES: Mr. McKinnie?

17 MR. MCKINNIE: No, thank you.

18 JUDGE JONES: Mr. Scheperle?

19 MR. SCHEPERLE: Yes.

20 QUESTIONS BY MR. SCHEPERLE:

21 Q. Ms. Hankins, I have a couple questions.
22 First I'd like you to turn in your direct testimony to
23 page 12, and I'd like for you to read maybe starting at
24 line 1, the first sentence there, and go through line 3,
25 that sentence, please.

1 (Answers by Ms. Hankins.)

2 A. That starts second, CenturyTel?

3 Q. Yes.

4 A. Second, CenturyTel's billing systems have
5 been configured for a 30-calendar day payment period. It
6 would require considerable time and expense to write the
7 software programs needed to change the handling of bills
8 just for Socket.

9 Q. Okay. Thank you. What is CenturyTel
10 proposing in this interconnection agreement?

11 A. As part of the payment period?

12 Q. Yes.

13 A. We're proposing a 20 business day, which
14 equates to essentially 30-calendar-day payment period.

15 Q. Okay. There's, I think, been a lot of
16 discussion that it would be hard to change the system if
17 you're going from a 30 calendar day to a 20 business day,
18 I mean, 20 business day to me maybe relates to a 28-day
19 period. Is that a change to your system, then?

20 A. I guess technically we would be looking at
21 that, but we're interpreting, I suppose, loosely that
22 30 days would be what we'd be willing to give them in this
23 situation.

24 Q. Can you explain, I guess, to me when you
25 prepare the bill date on a bill and then it's not mailed

1 out for, say, two days, why that occurs?

2 A. There are certain processes that go
3 through. Actually, if you don't mind, Ms. Moreau is more
4 involved with the detail of those, and she's on this
5 panel. She could probably provide you -- if you're
6 wanting detailed information about what happens during
7 that process, she's more familiar with that than I am,
8 actually.

9 Q. Okay. Yes.

10 (Answers by Ms. Moreau.)

11 A. Could you repeat your question, please?

12 Q. Basically, there's been a dispute in this
13 case, I guess, that the bill, the bill date, and then it's
14 not mailed out say for two days after that, and I was
15 wondering why that occurs?

16 A. Basically we have a billing cutoff period,
17 which means all charges will -- for that billing will
18 occur up through a date, and then we go into the basically
19 production of the bill through our IT systems. Those
20 systems produce the bill. We have a quality assurance
21 group who audits the bill, a sampling of that bill, and
22 then we distribute that to a third party for bill, print
23 and distribution.

24 And that entire cycle from cutting the
25 charges off until the bill is going into the mail averages

0571

1 somewhere around four, four and a half days company-wide
2 across the whole company. At that point, those bills are
3 available in the My Accounts system we referred to
4 earlier. So at that point, Socket could review that bill
5 online, look at their charges, make payment through credit
6 card, online check, or we allow automatic bill payment
7 through setting up their bank code in the system.

8 The bill date -- I don't think I have the
9 knowledge of what exact date appears on the bill as the
10 bill date. I just don't. I'd have to look at a bill to
11 be able to look at that.

12 Q. I guess my question is, the way I
13 understood reading the testimony is that there's a lapse
14 between when you actually prepare the bill and you have a
15 bill date on it, and then it goes through quality
16 assurance. Why not put the bill date after it goes
17 through quality assurance and then mail it out?

18 A. One of the reasons is we don't want that
19 bill date fluctuating. Customers expect to see -- for
20 February, if they're a February 10th cycle customer, their
21 bill date's February 10th, and in March it's March 10th,
22 and April it's April 10th. If we were to apply the bill
23 date to the day it releases quality assurance, that may
24 vary one to two days within a given month, depending on
25 the complexity of that cycle.

1 So we didn't want that variable. It
2 confuses customers if the bill date isn't consistent every
3 month. And then they expect to receive the bill a certain
4 time of the month and they have so many days to pay it.
5 So we did it for consistency.

6 Q. Okay. Thank you.

7 A. You're welcome.

8 JUDGE JONES: Mr. McKinnie?

9 QUESTIONS BY MR. McKINNIE:

10 Q. Ms. Moreau, just to be certain, how does
11 the bill date relate to the first date that can be seen on
12 the electronic system?

13 (Answers by Ms. Moreau.)

14 A. I can't answer that.

15 Q. Okay.

16 A. It may be -- I can't answer that.

17 Q. But just to make sure --

18 A. Absolute.

19 Q. Okay. But just make sure the time frame is
20 clear in my head. It's bill date, quality assurance, hard
21 copy mailing?

22 A. I can't answer that, because I don't know
23 what date actually appears on the bills as the bill date
24 field and how that's calculated. It's approximately
25 within the same few days, but I can't --

0573

1 Q. But it's the same date every month?

2 A. Yes.

3 Q. Or it's the same -- okay.

4 A. Yeah. The bill date does not change. It's
5 based on the cycle because we have various 20-some-odd
6 cycles so that we can distribute our billing evenly
7 throughout the month.

8 Q. Okay. Thank you.

9 A. You're welcome.

10 JUDGE JONES: Mr. Henderson?

11 We'll move on to recross.

12 MR. MAGNESS: None, your Honor.

13 JUDGE JONES: Redirect?

14 MR. HILL: One, your Honor.

15 REDIRECT EXAMINATION BY MR. HILL:

16 Q. Ms. Hankins, to follow up on a question
17 that Mr. McKinnie had asked, can you explain for us, for
18 example, how long it takes from the time that a date is --
19 a billing date is put on a bill to the time it can
20 actually be seen online?

21 (Answers by Ms. Hankins.)

22 A. Yes. I've looked at some examples of that,
23 and it's the process Ms. Moreau described. From the time
24 that the bill date occurs until the date that it's online,
25 which I think is what you asked, on average is about four

0574

1 to five days.

2 Q. And so Ms. Moreau had said that there is a
3 point in time after the quality assurance and printing
4 process takes place it's dropped in the mail, correct?

5 A. Correct.

6 Q. And is that the same date that it's
7 available online?

8 A. Yes. My understanding is it's the same
9 date.

10 Q. And what is that -- the time frame is
11 approximately what?

12 A. Four to five days.

13 Q. From the bill date?

14 A. From the bill date.

15 MR. HILL: Thank you.

16 JUDGE JONES: I believe that's all we have
17 in the way of witnesses. The only thing I want to remind
18 you-all of is apparently some of the issues have been
19 resolved during the course of these proceedings. I'd like
20 the parties to no later than Wednesday of next week file a
21 simple pleading that just states what issues are still
22 alive by article and issue. I don't want any argument or
23 anything or language or anything like that. Just the
24 article and the issue number.

25 Does anyone have anything else they'd like

0575

1 to discuss before we go off the record?

2 (No response.)

3 JUDGE JONES: Seeing nothing, then we are
4 adjourned.

5 WHEREUPON, the hearing of this case was
6 concluded.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

I N D E X

2

PANEL NO. 5

3

Opening Statement by Mr. Magness 502

Opening Statement by Mr. Hill 514

4

SOCKET'S EVIDENCE:

5

R. MATTHEW KOHLY AND STEVE TURNER

6

Cross-Examination by Mr. Hill 527

Cross-Examination by Mr. Brown 532

7

Questions by Ms. Dietrich 533

Questions by Mr. McKinnie 536

8

Questions by Mr. Scheperle 537

Further Questions by Ms. Dietrich 546

9

Further Questions by Mr. Scheperle 549

Questions by Mr. Henderson 550

10

Recross-Examination by Mr. Brown 552

Redirect Examination by Mr. Magness 557

11

12

CENTURYTEL/SPECTRA'S EVIDENCE:

13

GUY MILLER, CALVIN SIMSHAW, BILL AVERA, WAYNE DAVIS, PAM

HANKINS, SUE SMITH, ALFRED BUSBEE, MAXINE MOREAU

14

Cross-Examination by Mr. Magness 563

Questions by Ms. Dietrich 566

15

Questions by Mr. Scheperle 568

Questions by Mr. McKinnie 572

16

Redirect Examination by Mr. Hill 573

17

18

19

20

21

22

23

24

25

0577

1	EXHIBITS INDEX	RECEIVED
2		
3	EXHIBIT NO. 17 Diagram	562
4	EXHIBIT NO. DD Wilkes Direct Testimony Supplements	502
5		
6	EXHIBIT NO. EE Diagrams	527
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		