

**Exhibit No.:**

**Issue(s):** Number Portability

**Witness:** Susan W. Smith

**Type of Exhibit:** Rebuttal Testimony

**Sponsoring Party:** CenturyTel of Missouri,  
LLC and Spectra Communications Group,  
LLC d/b/a CenturyTel

**Case No.:** TC-2007-0341

**Date Testimony Prepared:** 5/22/2007

**REBUTTAL TESTIMONY**

**OF**

**SUSAN W. SMITH**

**ON BEHALF OF**

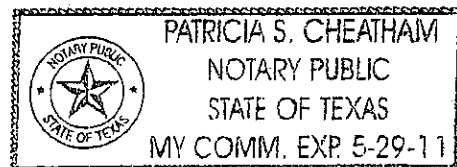
**CENTURYTEL OF MISSOURI, LLC AND SPECTRA  
COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

**CASE NO. TC-2007-0341**

*Centurytel* Exhibit No. 11 NP  
Case No(s). TC-2007-0341  
Date 7-11-07 Rptr YH



**NP**





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

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

10  **Q.   ON WHOSE BEHALF ARE YOU SUBMITTING REBUTTAL TESTIMONY?**

11  A.   I am submitting rebuttal testimony on behalf of CenturyTel of Missouri, LLC and Spectra  
12       Communications Group, LLC, d/b/a CenturyTel, collectively referred to herein as  
13       "CenturyTel."

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

17  A.   CenturyTel Service Group, LLC, CenturyTel of Missouri, LLC and Spectra Communications  
18       Group, LLC are all subsidiaries of CenturyTel, Inc. For simplicity sake, when I refer to  
19       CenturyTel, I am referring to CenturyTel of Missouri, LLC and Spectra Communications  
20       Group, LLC, jointly, even though they are separate and independent Local Exchange  
21       Companies.

22  **II. REBUTTAL OF MATTHEW KOHLY'S TESTIMONY**

1 **Q. WHAT IS THE ACTUAL DISPUTE BETWEEN SOCKET AND CENTURYTEL IN**  
2 **THIS CASE?**

3 A. As stated by Mr. Kohly on page 8 of his testimony, CenturyTel, pursuant to the  
4 Telecommunications Act and the FCC rules, has maintained that we are not required to port  
5 an existing telephone number when the customer physically moves to a site located outside  
6 of the exchange. Socket admits that the customers subject to this dispute are relocating  
7 outside of the exchange, yet argues that CenturyTel is still required to port the number.

8 CenturyTel ports thousands of numbers between carriers each year, and has ported  
9 several hundred numbers to Socket this year alone; yet, the issues before us today are due to a  
10 few ports where the customer is relocating to a site outside of the CenturyTel exchange  
11 boundaries. While I will address the processing issues Mr. Kohly attempts to interject, the  
12 key issue for the Commission's determination is location portability.

13 **Q. CONSISTENT WITH THE ACT, HAS THE FEDERAL COMMUNICATIONS**  
14 **COMMISSION ("FCC") ALREADY ANSWERED THE QUESTION "DOES**  
15 **NUMBER PORTABILITY MEAN THAT I CAN KEEP THE SAME NUMBER IF I**  
16 **MOVE ACROSS TOWN OR TO ANOTHER STATE?"**

17 A. Yes, as Mr. Furchtgott-Roth has testified in more specific detail, the FCC has answered this  
18 same question on multiple occasions. (Attached are two different documents published by  
19 the FCC explaining local telephone number portability to consumers.) In each report the  
20 FCC has answered this very question as stated below.

21 **What is long-term telephone number portability?**

1 Long-term telephone number portability is a service that provides residential and  
2 business telephone customers with the ability to retain, at the same location, their  
3 existing local telephone numbers when switching from one local telephone service  
4 provider to another.

5 **Does long-term telephone number portability mean that I can keep the same**  
6 **telephone number if I move across town or to another state?**

7 No. The type of telephone number portability that local telephone companies must  
8 provide as a result of Congress' mandate is called "service provider portability."  
9 Service provider portability allows a customer to change his or her local telephone  
10 company without changing telephone numbers. It does not allow customers to  
11 take their telephone numbers with them when they move.<sup>1</sup> (Schedule SS-1)

12 Under the Federal Communications Commission's (FCC's) "local number  
13 portability" (LNP) rules, you can switch telephone service providers within the  
14 same geographic area and keep your existing phone number. However, if you are  
15 moving from one geographic area to another, you may not be able to take your  
16 number with you. In addition to switching from one wireless company to another,  
17 in most cases, you will be able to switch from a wireline company to a wireless  
18 company, or from a wireless company to a wireline company, and still keep your  
19 phone number.<sup>2</sup> (Schedule SS-2)

20 **Q. WHAT WOULD BE THE RESULT OF SOCKET'S REQUEST, IF CENTURYTEL**  
21 **WAS FORCED TO PORT NUMBERS TO CUSTOMERS LOCATED OUTSIDE OF**  
22 **THE EXCHANGE?**

23 A. As described herein, forcing CenturyTel to port these numbers would result in a defacto re-  
24 write of the 1996 Telecommunications Act and the FCC rules in a manner that would  
25 inappropriately advantage Socket's own ISP affiliate, Socket Internet, to permit a customer to  
26 use porting to avoid toll charges or the cost of facilities, while competitively disadvantaging  
27 CenturyTel and congesting the CenturyTel's interoffice networks, to the detriment of  
28 CenturyTel's customers.

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1 [http://www.fcc.gov/Bureaus/Common\\_Carrier/Factsheets/portable.html](http://www.fcc.gov/Bureaus/Common_Carrier/Factsheets/portable.html) - (SCHEDULE SS - 1)

2 <http://www.fcc.gov/cgb/consumerfacts/numbport.html> - (SCHEDULE SS - 2)

1 **Q. WOULD CENTURYTEL ACCEPT A LOCATION PORTING ORDER FROM**  
2 **SOCKET IF THE CUSTOMER WAS SIMULTANEOUSLY MOVING WITHIN AN**  
3 **EXCHANGE?**

4 A. Yes, CenturyTel would process such a port because CenturyTel would allow its own  
5 customers to keep a number if moving within an exchange.

6 **Q. WHY IS THIS FORM OF LOCATION PORTING ALLOWED WHEN LOCATION**  
7 **PORTING OUTSIDE AN EXCHANGE IS PROHIBITED?**

8 A. There are two reasons.

9 First, it had been ILEC industry practice for decades, even prior to the Act to permit  
10 customers to keep their numbers if they moved within an exchange. This type of order was  
11 typically called a "F & T" – a "From and To" order – using the Bell System terminology. So  
12 the precedence for a customer keeping a number while moving within an exchange predated  
13 the portability obligations of the Act.

14 Second, and as I discuss elsewhere in my testimony, calls to a number ported within a  
15 local exchange will continue to travel over the local network. The local network is  
16 engineered for a vastly higher traffic capacity than the toll network; which would be used for  
17 traffic to a number ported to another exchange. So in addition to the precedence, there are  
18 typically no operational, quality of service, expense or arbitrage issues associated with a port  
19 within an exchange.

20 **III. FOREIGN EXCHANGE SERVICE**

21 **Q. ON PAGES 8 AND 35- 40 OF HIS TESTIMONY, MR. KOHLY REFERS TO A**  
22 **FOREIGN EXCHANGE OR FX SERVICE AS A MEANS FOR A CUSTOMER TO**

1       **MAINTAIN HIS NUMBER WHEN MOVING FROM ONE EXCHANGE TO**  
2       **ANOTHER. IS WHAT SOCKET DESCRIBES TRULY AN FX SERVICE?**

3     A.    No, an FX service is a retail service offering which provides a direct connection to the called  
4       party, not a wholesale service, which provides a connection to an intermediate carrier.  
5       Second, FX is a two-way service, where Socket's Direct Inward Dialing (DID) service is  
6       one-way inward only, which is characteristic of 800 service and not FX service. Third, I  
7       have reviewed Socket's "Intrastate Access Service" tariff, which appears to be what Socket is  
8       using as a basis for its FX service claim and Socket's own tariff does not use the terms  
9       "foreign exchange" or "FX" nor does Socket's self-identified FX service provide for  
10      compensation to all of the carriers whose networks are used to provision the FX service, as is  
11      done in a true FX service offering.

12   **Q.    HOW HAS THE FCC DEFINED FX SERVICE?**

13   A:    The FCC has specifically defined "foreign exchange service": "Foreign Exchange (FX)  
14      service connects a subscriber ordinarily served by a local (or "home") end office to a distant  
15      (or "foreign") end office *through a dedicated line from the subscriber's premises to the home*  
16      *end office, and then to the distant end office.* The "home" end is known as the closed end,  
17      while the "foreign" end is known as the open end. In effect, this gives the subscriber a dial  
18      tone presence in the distant exchange without incurring additional toll charges."<sup>3</sup> In the  
19      typical FX service offering, the subscriber purchases local exchange service from the  
20      "foreign" or distant end office and purchases dedicated interoffice transport between the  
21      subscriber's location and the "foreign" or distant end office. In an FX service arrangement,

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3 AT&T Corporation, MCI Corporation v. Bell Atlantic, 14 FCC Rcd 556, at ¶ 71 (1998).



1 all providers whose facilities are used to provide the FX service receive compensation from  
2 the end user. Additionally, the subscriber is provided a telephone number from the existing  
3 central office codes assigned out of the distant end office.

4 **Q. DOES SOCKET'S PROPOSED SERVICE COMPORT WITH THIS DEFINITION?**

5 A. Socket's proposed service is vastly different than the FX service described by the FCC.  
6 According to the FCC's definition, an FX customer purchases a dedicated line "from the  
7 subscriber's premises to the home end office, and then to the distant end office." Socket is  
8 not requesting a dedicated line between its customer and the foreign end office. Instead,  
9 Socket proposes an Interexchange service arrangement that masquerades as an FX service in  
10 representation but not in construction in an effort to avoid customary charges such as  
11 transport, switching, and other access charges, that are inherent to properly classified  
12 Interexchange 800-type service.

13 Also, with FX service, the end-user pays all the costs of receiving a different local  
14 calling area service to both the foreign and home providers (and compensates any third-party  
15 providers where their facilities may be used to transport traffic between the home and foreign  
16 central offices). Because FX customers compensate all the affected carriers whose networks  
17 are used to provide the FX service through local exchange and dedicated transport rates,  
18 there is no shifting of costs to customers in the distant exchange. However, with Socket's  
19 proposed service, the ISP end-user and Socket, as the carrier, do not pay for the local  
20 exchange rates of the foreign central office nor do they compensate the affected carriers  
21 whose networks are used for transport.

22 **Q. MR. KOHLY SPECIFICALLY STATES ON PAGE 37 OF HIS TESTIMONY,**

1       **“AFTER THE CUSTOMER SWITCHES TO SOCKET, SOCKET WILL DELIVER**  
2       **CALLS TO THAT CUSTOMER’S MODEM BANK IN ST. LOUIS, BUT WITH FX**  
3       **SERVICE THE CUSTOMER WILL RETAIN THE WILLOW SPRINGS LOCAL**  
4       **CALLING SCOPE. IS THIS FX SERVICE AS DEFINED BY THE FCC?**

5     A.    No, for the reasons stated below.

6       1.    As discussed above, according to the FCC’s definition of FX, an FX customer  
7           purchases a dedicated line “from the subscriber’s premises to the home end office,  
8           and then to the distant end office.”<sup>4</sup> Socket is not requesting a dedicated line  
9           between its customer in St. Louis and the CenturyTel Willow Springs foreign distant  
10          end office. Instead, Socket seeks to aggregate its St. Louis customer’s traffic over  
11          shared transport facilities from Willow Springs. FX is a retail service offering which  
12          provides a direct connection to the called party, not a wholesale service providing a  
13          connection to an intermediate carrier such as Socket. Unlike an FX service, Socket  
14          is proposing that its customer, now located in St. Louis, would have access to  
15          CenturyTel’s common interexchange toll facilities, at CenturyTel’s expense, not the  
16          customer’s, with unlimited capacity. When an end user purchases a tariffed FX  
17          service arrangement from the ILEC, the end purchases a facility with a specific  
18          capacity and user compensates each provider whose facilities are used to provision  
19          the FX service, including the ILEC providing the open end of the circuit. However,  
20          with Socket’s proposed service, the ISP end user and Socket, as the carrier, do not  
21          pay for the local exchange rates of the foreign central office at the open end of the FX

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4       *Id.*

1 circuit.

2 The circuit(s) specifically purchased by the customer would determine the  
3 number of calls that could take place simultaneously. The service purchased by the  
4 end user is not an open ended service as proposed by Socket that could congest  
5 CenturyTel's interoffice network to the detriment of our existing toll customers.

6 2. FX is a two-way service. Socket's Direct Inward Dialing (DID) service is one-way  
7 inward only, which is characteristic of 800 service and not FX service.

8 3. With FX service, customers receive the local calling scope of the distant end office  
9 only, whereas with Socket's "FX-type service" the customer could receives the local  
10 calling scope of many different areas through the assignment of multiple numbers  
11 from multiple rates centers at one customer location without purchasing any facilities  
12 to the distant end offices.

13 **Q. COULD SOCKET ACTUALLY PROVIDE ITS CUSTOMERS A FOREIGN**  
14 **EXCHANGE (FX) SERVICE?**

15 A. Yes, the customer would be required to pay CenturyTel the cost of CenturyTel's Telephone  
16 Exchange service at the "open end" exchange, as well as whatever Socket would charge for  
17 the private line service for the dedicated transport from the CenturyTel exchange to the ISP  
18 customer's location. This is the exact same arrangement under which CenturyTel jointly  
19 provisions FX service with other LECs within Missouri. Although Socket claims that its  
20 service is similar to FX service, from a regulatory standpoint, the service is either FX service  
21 or not. Should Socket's customer need to establish calling with CenturyTel's local calling  
22 area, Socket and CenturyTel could jointly provide FX service.

1   **Q.    IF SOCKET WAS ABLE TO MERELY RELOCATE AN EXISTING CUSTOMER**  
2       **TO A NEW EXCHANGE WITHOUT PURCHASING FX SERVICE, HOW HAS IT**  
3       **CHANGED THE LOCAL CALLING SCOPE?**

4    A.    Doing such will result in Socket expanding CenturyTel's local calling area without following  
5           the Commission's established procedures for expanding a local calling scope. This is not to  
6           imply that a CLEC cannot establish its own local calling scope for its own customers – it can.  
7           However, in lieu of creating its own local calling scopes, Socket is attempting to unilaterally  
8           expand CenturyTel's local calling scope, which it is not permitted to do.

9   **Q.    AS ASSERTED BY MR. KOHLY, DOES THE INTERCONNECTION AGREEMENT**  
10       **BETWEEN CENTURYTEL AND SOCKET INCLUDE FX SERVICE?**

11   A.    No, the Commission found on Page 29 of its final decision in Case No. TO-2006-0299,  
12           effective June 30, 2006, "that the reference to Foreign Exchange Traffic should be removed  
13           because it had been deemed non-local traffic." However, Socket is now attempting to port  
14           an existing customer number to a customer relocating outside of the exchange, as if it was  
15           Foreign Exchange service, under the terms of the Interconnection Agreement when it was  
16           already found not to be subject to the Interconnection Agreement and deemed non-local  
17           traffic.

18   **Q.    WOULD CENTURYTEL BE ALLOWED TO PORT AN AT&T ST. LOUIS**  
19       **NUMBER TO A CUSTOMER LOCATED IN WILLOW SPRINGS?**

20   A.    No. AT&T would under no conditions allow CenturyTel to port a St. Louis number to a  
21           customer located in Willow Springs. This is true even in an FX arrangement since St. Louis  
22           and Willow Springs are located in different Local Access and Transport Areas ("LATAs").

1 Like Socket, CenturyTel has interexchange facilities jointly provided with AT&T to St.  
2 Louis; however, under no circumstances would AT&T merely port a number to CenturyTel  
3 to provide service to a Willow Springs customer.

4 **Q. IF THE CALL RATING AND ROUTING REMAINED THE SAME, WHY**  
5 **SHOULDN'T AT&T ALLOW THE NUMBER TO BE PORTED TO THE**  
6 **CUSTOMER NOW LOCATED IN WILLOW SPRINGS?**

7 A. As Mr. Furchtgott-Roth testifies, the jurisdiction of a call, and the associated compensation  
8 for use of the network, is not defined by functionality of the telecommunications network, it  
9 is determined by the location of the calling and called parties. An example of this scenario is  
10 when a CenturyTel end user places a long distance call that terminates within Missouri  
11 versus when a CenturyTel end user places a long distance call that terminates outside of  
12 Missouri, but within the United States. Functionally, there is no difference in the service that  
13 CenturyTel's telecommunications network performs nor the physical facilities used, or the  
14 point the call was handed to the IXC; however, the customer's IXC pays either originating  
15 intrastate switched access rates for access service, as approved by this Commission, or  
16 interstate switched access rates, as approved by the FCC. The originating and terminating  
17 location of the two end users has always defined the jurisdiction of the call and when the two  
18 end users are located outside of a single local calling area, the applicable intercarrier  
19 compensation arrangement is originating access charges. AT&T would not port the number  
20 to the customer now located in Willow Springs because it is exchange access, no longer a  
21 customer residing in the St. Louis exchange.

22 **IV. OVERVIEW OF NUMBER PORTABILITY PROCEDURES**

1   **Q.     CAN YOU EXPLAIN CENTURYTEL'S OBLIGATIONS TO REVIEW AND**  
2   **PROCESS A PORT ORDER?**

3   A.   Under the Parties' Interconnection Agreements ("Agreement"), the porting procedures are  
4       contained in Article XII – Provision of Local Number Portability – Permanent Number  
5       Portability. Article XII states in 5.1.1.1, "Where technically feasible, both Parties will use  
6       the PNP-LRN cut-over, which rely upon the 10-digit unconditional trigger method for  
7       porting numbers." The CenturyTel Service Guide, as referenced in our agreement in Article  
8       III, Section 24, Standard Practices, acknowledges that "CenturyTel shall be adopting some  
9       industry standard practices and/or establishing its own standard practices to various  
10      requirements hereunder applicable to the CLEC industry which may be added in the  
11      CenturyTel Service Guide." The information on when a 10-digit unconditional trigger  
12      method is not technically feasible is included in the CenturyTel Service Guide. This  
13      information was published in the Guide even prior to the effective date of the Parties'  
14      Agreement. Article VIII, Section 3.4, requires CenturyTel "to review an order to identify  
15      LSOG and ASOG OBF compliance errors on the order." CenturyTel has no obligation to  
16      confirm that a carrier placed orders specific to the ordering terms in its agreement.  
17      CenturyTel manages hundreds of contracts and processes many thousands of orders each  
18      month for carriers that have various terms in their contracts. Some carriers desire to place  
19      orders using a process where a port can be accomplished without a coordinated cut where a  
20      10-digit trigger is not technically feasible. It is the carrier's obligation to order the port the  
21      way it would like it processed.

22   **Q,    WHAT IS THE PROCESS IF A CARRIER DOES NOT ORDER A COORDINATED**

**1           HOT CUT WHEN A 10-DIGIT TRIGGER IS TECHNICALLY INFEASIBLE?**

2    A.    If a carrier does not order a coordinated hot cut, and the carrier's customer and the porting  
3           office, as specified in the CenturyTel Service Guide, is not technically capable of porting  
4           using a 10-digit-trigger, CenturyTel will complete the work required to accomplish the port  
5           by 5 p.m. on the specified due date. A test is performed at this time to ensure that the  
6           carrier's LRN is returned when the LNP database is queried. If the carrier's LRN is not  
7           returned, the port is stopped, and the CenturyTel Network Service Center contacts the CLEC  
8           customer service group for the status of the order. Not receiving the LRN indicates that the  
9           customer has not been loaded by the CLEC. Since we do not want to take the customer out  
10          of service, the port is discontinued.

11   **Q.    WHAT IS A FIRM ORDER CONFIRMATION (FOC) AND WHAT DOES IT MEAN**  
12           **TO THE CARRIER?**

13   A.    A FOC from CenturyTel to the Carrier means that the order has been received and is in the  
14          process of being worked. A Web Notification, via email, will be sent alerting the initiator to  
15          view status changes to the order. As specified by Socket, and where applicable, the FOC will  
16          include the Telecommunications Carrier's Purchase Order Number, CenturyTel's assigned  
17          service order number, the Due Date for the service requested, the End User's telephone  
18          number and the Circuit Identification Number. It does not include the CLEC Billing  
19          Account Number. It is not accurate to say that facility information has been determined  
20          before the carrier receives the FOC. This explanation of an FOC is contained in the  
21          CenturyTel Service Guide.

22   **Q.    WHAT ARE THE LSR ORDER STATUS TYPES?**

1 A. Following are the definitions of the various LSR Order Status Types as used by CenturyTel.  
2 This information is contained in the CenturyTel Service Guide.

3 **DEFINITIONS OF LSR ORDER STATUS**

- 4       ▪ Submitted: order will show submitted once submitted by Carrier
- 5       ▪ Pending: order will show pending once submitted by Carrier
- 6       ▪ Provisioned: order has been entered into CenturyTel's service order processing  
7       system by a CenturyTel rep, a tentative due date is scheduled; a confirmation or order  
8       number will be listed with all Provisioned order status.
- 9       ▪ Jeopardy: order that was scheduled has a due date change due to facilities etc,  
10      (original due date will not be met).
- 11      ▪ Unworkable: order is unworkable; this will be due to invalid information such as  
12      address, incorrect customer etc.
- 13      ▪ Complete: order has been completed, and all services are working.

14 Provisioned status does not mean that facility information has been determined as stated by  
15 Socket, it means that the order has been entered into CenturyTel's service order processing  
16 system by a CenturyTel service representative and a tentative due date is scheduled. This has  
17 previously been explained to Socket.

18 **V. NUMBER PORTS AND PROCESSING ISSUES ADDRESSED IN COMPLAINT**

19 **Q. SOCKETS'S COMPLAINT IDENTIFIED TWO PORTS ORDERS THAT WERE**  
20 **NOT COMPLETED BY CENTURYTEL. CAN YOU EXPLAIN THE SPECIFIC**  
21 **DETAILS SURROUNDING EACH OF THESE ORDERS?**

22 A. Yes. The first ordered mentioned by Socket was for the Willow Springs exchange and was



1 for a Socket affiliate, Socket Internet. It is discussed in some detail above as well. Socket  
2 submitted a port order for 417-469-9090 and 417-469-4900 on January 31, 2007 at 9:02 a.m.  
3 The order was provisioned, indicating that the order had been entered into CenturyTel's  
4 service order processing system by a CenturyTel rep, and Socket was sent an FOC on January  
5 31<sup>st</sup> at 5:40 p.m., confirming that the order had been received and was in the process of being  
6 worked, with a due date of February 7, 2007. As documented in the CenturyTel Service  
7 Guide, since the port could not technically be accomplished using a 10-digit-trigger; therefore  
8 the Programming Department tasked the order to the NSC to be manually worked on the due  
9 date. (If the order had originally been sent by Socket as Coordinated Hot Cut, it would have  
10 immediately been sent to the NSC for processing, and Socket would have been notified  
11 sooner.) On the due date at 1:23 p.m., I was notified by the NSC concerning capacity issues  
12 in completing the port for Socket's affiliate, Socket Internet. It was discovered that the  
13 customer, Socket Internet, had \*\* \_\_\_\_ \*\* Willow Springs trunks in place, and the traffic study  
14 indicated a need for \*\* \_\_\_\_ \*\* during peak calling. Since Socket had no local POI and  
15 interconnection facilities in Willow Springs, porting this number would cause the traffic to  
16 flow over the common interexchange toll facilities between Willow Springs and Branson.  
17 The traffic study (**Highly Confidential** Schedule SS – 3) for this toll trunk group indicated  
18 that CenturyTel had 96 trunks in service and 57 were required. Completing this port would  
19 cause immediate blockage on this trunk group and therefore the port was by definition  
20 technically infeasible at this point in time. This is the same trunk group that CenturyTel  
21 customers out of Willow Springs rely on when making all their toll calls. Notice was sent to  
22 Socket via the web-based ordering system, by the CLEC customer service group at 1:47 p.m.

1       that the ports could not be completed. Joey Bales then contacted Matt Kohly to explain  
2       further. At this time Socket, was also put on notice that its own affiliate had sufficient traffic  
3       volumes that exceeded the POI triggering traffic threshold of 82 trunks for Willow Springs as  
4       specified in Article V of our agreement. Socket made it clear that it had no intention of  
5       installing interconnection trunks in Willow Springs at this time despite having reached the  
6       threshold trigger.

7               As discussed by Mr. Kohly, Socket had already completed its work in NPAC, and  
8       CenturyTel was not able to challenge the order. If an FOC was indeed a commitment to port,  
9       as Socket implies, there would be no need for the NPAC option to put a pending port into  
10      conflict after the FOC date. Regardless, automatic concurrence after an elapsed waiting  
11      period does not confirm that all provisioning for a port is complete. There is a due date that  
12      is set after the date of FOC for the port to actually be complete. Pursuant to industry LNP  
13      provisioning rules, both LECs have until the due date to communicate whether or not the port  
14      can occur on the specified date. CenturyTel notified Socket on the due date that the port  
15      could not be completed. Socket was notified both through email and through CenturyTel's  
16      web-based order notification system that the port could not be completed. If the number was  
17      activated with a LRN and Socket knew that CenturyTel did not provision the switch for  
18      proper routing, such actions confirm that Socket failed to abide by mandated LNP  
19      provisioning rules and allowed a customer to be improperly routed to itself using LNP. This  
20      would explain why only local calls continued to route through CenturyTel's switch to the  
21      customer in Willow Springs.

22             Socket is correct that the incorrect status of complete was sent in error after it was

1 notified via the web, from Joey Bales and from the CLEC Customer Service Center that the  
2 port would not be worked. CenturyTel has now addressed this issue with its CLEC Service  
3 Representatives.

4 On a subsequent call with Socket on February 13, 2007, it was confirmed that the  
5 customer was moving from Willow Springs to St. Louis, which constituted a geographic  
6 port. It was explained to Socket that this was not a valid local port pursuant to the Act or the  
7 FCC rules defining local number portability. Why a geographic porting order is not a valid  
8 port request is discussed further in the testimony of Mr. Furchtgott-Roth. In addition,  
9 CenturyTel directed Socket to the section of the CenturyTel Service Guide that details the  
10 central offices and customer situations where ports cannot be completed using a 10-digit-  
11 trigger. It was explained to Socket that if the order had been submitted as a Coordinated Hot  
12 Cut it would have been notified sooner that the port could not be completed.

13 **Q. DOES THE ACT AND FCC RULES PERMIT A CARRIER TO REFUSE TO**  
14 **PROCESS A PORT DUE TO LACK OF FACILITIES OR CAPACITY TO HANDLE**  
15 **THE TRAFFIC?**

16 **A.** All local Exchange Carriers have the duty to provide, to the extent technically feasible,  
17 number portability in accordance with the requirements prescribed by the commission.  
18 (SEC. 251. [47 U.S.C. 251] INTERCONNECTION (b)(2)). In this case, as in many others, it  
19 is not technically feasible to complete the port. Completing even a valid local port under  
20 these circumstances would have caused immediate blockage, forcing CenturyTel to perform  
21 below its Commission required quality of service, and preventing toll calls, and in some  
22 cases, emergency calls from being completed resulting in perhaps serious problems for

1 CenturyTel's customers.

2 Although the FCC does not specifically define technical infeasibility as it applies to  
3 number portability, the FCC's definition of "technically feasible" in 47 CFR, Section 51  
4 states in part "shall be deemed technically feasible *absent technical or operational concerns*  
5 *that prevent the fulfillment of a request by a telecommunications carrier ...*"[emphasis  
6 added] Further, as the FCC states in its 1<sup>st</sup> Report and Order on Local Number Portability,  
7 "Consumers, both business and residential, rely on the public switched telephone network for  
8 their livelihood, health and safety. *Jeopardizing the reliability of the network* would stifle  
9 business growth and economic development, and endanger individuals' personal safety and  
10 convenience. Consumers, both business and residential, have also come to expect a certain  
11 level of quality and convenience in using basic telecommunications services. We note that  
12 this Commission has repeatedly affirmed its commitment to maintaining service quality and  
13 network reliability. We, therefore, require that any long-term method of providing number  
14 portability *not cause any unreasonable degradation to the network or the quality of existing*  
15 *services*. This requirement extends to degradation that affects *carriers operating, and end*  
16 *users obtaining services, outside as well as within the area of portability.*"[emphasis  
17 added].<sup>5</sup>

18 **Q. ON FEBRUARY 13<sup>TH</sup>, DID CENTURYTEL CONFIRM TO SOCKET THAT THE**  
19 **CAPACITY ISSUES BETWEEN WILLOW SPRINGS AND BRANSON COULD**  
20 **BE "READILY" ADDRESSED?**

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5 In the Matter of Telephone Number Portability, CC Docket No.95-116, FIRST REPORT AND ORDER AND (FN 5 cont'd) FURTHER NOTICE OF PROPOSED RULEMAKING, July 2, 1996, para 55.

1 A. No, CenturyTel did confirm that the capacity issue could be addressed, but never committed  
2 that it could be “readily” addressed, or that CenturyTel should be responsible for network  
3 costs required to more than double the existing interoffice network in order to transport calls  
4 to a customer relocated outside of the Willow Springs exchange.

5 **Q. DID SOCKET IMMEDIATELY RESUBMIT THE SAME PORT ORDERS FOR**  
6 **WILLOW SPRINGS AS A COORDINATED HOT CUT ON FEBRUARY 23,**  
7 **2007?**

8 A. Yes.

9 **Q. DID CENTURYTEL AGAIN DENY THE PORTS?**

10 A. Yes. The facts are undisputed that the customer is moving from Willow Springs.

11 **Q. DID CENTURYTEL DENY THE PORTS BECAUSE THE NUMBERS ARE BEING**  
12 **USED BY AN ISP?**

13 A. No, CenturyTel did not express any opinions relative to the numbers being used by an ISP, as  
14 the same facts and porting requirements would apply to any customer. Again, it is  
15 undisputed that the customer in question is moving from Willow Springs to St. Louis.

16 **Q. DID CENTURYTEL PROVIDE SOCKET A BASIS FOR DENYING PORTS WHERE**  
17 **THE CUSTOMER IS MOVING OUTSIDE THE EXCHANGE?**

18 A. Yes, CenturyTel provided Socket the contract provisions referenced on page 18 of Mr.  
19 Kohly’s testimony as well as the citations from the Act and the FCC rules.

20 Respondents’ obligation to provide “number portability” when a customer changes  
21 providers is stated at Section 147 U.S.C. 251 (b)(2). The term “number portability” is  
22 specifically defined as *excluding* attempts to change the service location of the customer.

1 Section 147 U.S.C. 151 (30) defines "number portability" as follows:

2 The term 'number portability' means the ability of users of  
3 telecommunications services to retain, *at the same location*, existing  
4 telecommunications numbers without impairment of quality, reliability, or  
5 convenience when switching from one telecommunications carrier to another  
6 (emphasis supplied).  
7

8 As Mr. Furchtgott-Roth testifies, consistent with the Act, the FCC rules have defined  
9 "location portability" in terms of *physical location*. 47 CFR 52.21(j) defines the term  
10 location portability as "the ability of users of telecommunications services to retain existing  
11 telecommunications numbers without impairment of quality, reliability, or convenience *when*  
12 *moving from one physical location to another*" (emphasis supplied).

13 **Q. DID CENTURYTEL AND SOCKET CONDUCT SETTLEMENT NEGOTIATIONS**  
14 **CONCERNING WHAT COULD BE DONE TO SETTLE THIS DISPUTE AND**  
15 **OTHER DISPUTES BETWEEN THE PARTIES?**

16 A. Yes. Discussions between the companies were confidential in the interest of settlement of  
17 this issue and other disputes between the Parties.

18 **Q. WAS THERE ANY COERCION ON THE PART OF CENTURYTEL DURING THE**  
19 **SETTLEMENT NEGOTIATIONS THAT TOOK PLACE BETWEEN THE**  
20 **PARTIES?**

21 A. Absolutely not. In fact, Mr. Kohly stated that he would review our proposed settlement and  
22 get back with us. Socket's complaint was filed in lieu of a response to CenturyTel's  
23 proposed settlement.

24 **Q. CAN YOU EXPLAIN THE SIMILARITIES BETWEEN THE FIRST PORT**  
25 **RELATING TO THE WILLOW SPRINGS CUSTOMER AND THE SECOND PORT**

1       **IDENTIFIED IN THE SOCKET COMPLAINT RELATING TO THE ELSINORE**  
2       **CUSTOMER?**

3     A.     Yes, again this was a situation that Socket submitted the port order without verifying that the  
4           order could not take place with a 10-digit-trigger. Also, it is undisputed that the customer is  
5           also relocating, in this instance from Ellsinore to St. Louis.

6     **Q.     MR. KOHLY STATES THAT ON PAGE 21 OF HIS TESTIMONY THAT**  
7       **SOCKET’S TECHNICIANS WERE INSTRUCTED IN FALL 2006 TO PLACE ALL**  
8       **PORT ORDERS USING THE 10-DIGIT-TRIGGER METHOD UNLESS THEY**  
9       **SPECIFICALLY WANTED A CHC. AT THIS TIME DID THE CENTURYTEL**  
10      **SERVICE GUIDE STATE WHEN IT WAS NOT TECHNICALLY FEASIBLE TO**  
11      **COMPLETE A PORT USING A 10-DIGIT-TRIGGER?**

12    A.     Yes. The CenturyTel Service Guide contained information on when a 10-digit-trigger could  
13           not be used to complete a port well before Fall 2006 or the effective date of the parties’  
14           interconnection agreement.

15    **Q.     ON PAGE 22 OF HIS TESTIMONY, MR. KOHLY REFERENCES A CONFERENCE**  
16      **CALL THAT TOOK PLACE TO DISCUSS A DIFFERENT PORTING ISSUE “AS A**  
17      **RESULT OF A NEW AND UNANNOUNCED POLICY.” DO YOU AGREE WITH**  
18      **HIS CHARACTERIZATION OF THIS CALL?**

19    A.     I do agree that a call took place December 11, 2006 with Mr. Kohly to discuss a totally  
20           different issue than the one before the Commission in this case concerning Socket porting  
21           orders. CenturyTel’s legal counsel was on the call to explain to Socket their obligations  
22           when placing a port order and verifying the validity of the order. I do not agree that it was a

1 result of a new and unannounced policy. The call had nothing to do with a policy, but a  
2 discussion of carrier compliance with the FCC rules.

3 **Q. DID MR. KOHLY MENTION ON THIS CALL SOME OTHER PORT ORDERS**  
4 **WERE NOT PROPERLY WORKING?**

5 A. Yes he did. I was not aware of these port orders, and told him the issues surrounding these  
6 ports were not related to the orders we were discussing. I asked him to put his issues in  
7 writing for further investigation. I could not know how and if they could be corrected since I  
8 was totally unfamiliar with the ports.

9 **Q. DID SOCKET SUBMIT AN ORDER TO PORT 573-322-8421 ON OCTOBER 30,**  
10 **2006, AND WAS THE PORT COMPLETED ACCURATELY?**

11 A. Socket did submit an order to port 573-322-8421, a number belonging to a customer in  
12 Elsinore, Missouri, on October 30, 2006 at 4:01 p.m. Upon internal review, Socket is correct  
13 that there were numerous errors in processing this port, many for which CenturyTel must  
14 take responsibility, and CenturyTel has done so after it discovered the problems. This  
15 number is a directory number that is routed to an ISP's trunk group in Elsinore. As stated in  
16 the CenturyTel Service Guide, a port for the type of switch in Elsinore, directed at a customer  
17 trunk group cannot be processed using a 10-digit-trigger. On November 1, 2006, Socket was  
18 notified of the due date of November 7, 2006, and the port order was tasked to Assignment.  
19 Under our old internal procedures, if Assignment found that the port order was associated  
20 with a port that could not be completed using a 10-digit-trigger, they would send the order to  
21 the Network Service Center (NSC) for completion. The employee that worked this port, and  
22 several others submitted that same period, did not verify that the 10-digit-trigger was not



1 technically feasible. The employee merely processed the order as you would with any 10-  
2 digit-trigger, which resulted in the port not working at a local level. After the employee had  
3 set the 10-digit-trigger the job was closed as completed, even though it would never work on  
4 local calls. This is why the order was shown as complete It is also true that Socket was told  
5 that the port should be working. The CenturyTel records did not properly indicate that this  
6 number was routing to a trunk group; therefore, we continued to work this order as a normal  
7 port for a POTs line instead of tasking the order to the NSC. While Socket knew that the  
8 port order was associated with a customer trunk group, and should have placed the order as  
9 coordinated hot cut, which would have immediately tasked the order to the NSC, that is no  
10 excuse for CenturyTel's inability to discover why the local port was not completed sooner  
11 and notify Socket. On March 16, 2007, the trouble was finally sent to the NSC for review.  
12 It is at this point, that they were able to identify the problem. This port would have been  
13 denied originally, if it had ever been properly forwarded to the NSC. Socket was notified  
14 that the port was being denied because of technical infeasibility due to lack of facilities and  
15 that this port was a geographic port; therefore, was not a valid port since the customer was  
16 moving from Ellsinore to St. Louis.

17 **Q. DID SOCKET ACCEPT THIS, OR DID THEY CONTINUE TO SUBMIT TROUBLE**  
18 **TICKETS?**

19 **A.** No, our records indicate that Socket continued to submit trouble tickets on the port. Socket  
20 has a pattern of continuing to attempt to try different approaches and schemes for CenturyTel  
21 personnel that may unknowingly accomplish what they are seeking, even after the service has

1        been denied, or an explanation has been provided.<sup>6</sup> On March 30, 2007, even after the  
2        Socket complaint was filed acknowledging that CenturyTel had denied this port, another  
3        trouble ticket was submitted by Scott at Socket, via ticket #9419571, and a CenturyTel  
4        employee in programming incorrectly ported the number to clear out the trouble ticket.

5        **Q.    CAN YOU EXPLAIN HOW THE TRAFFIC FROM THE ELLSINORE EXCHANGE,**  
6        **WHICH IS PART OF SPECTRA COMMUNICATIONS GROUP, LLC, IS NOW**  
7        **ROUTED TO SOCKET, AND DOES SOCKET HAVE A POI ON THE**  
8        **CENTURYTEL NETWORK TO HAND OFF CALLS ORIGINATING IN**  
9        **ELLSINORE AND TERMINATING TO SOCKET?**

10      A.    Toll traffic originating in the Ellsinore central office is sent to the AT&T tandem located in  
11      Sikeston, MO. These facilities are jointly provided by Spectra and AT&T. Socket has a  
12      POI with AT&T, but does not have any facilities in Ellsinore. Therefore, if this number was  
13      ported all calls terminating to Socket would have to be routed over these jointly provided toll  
14      facilities.

15      **Q.    CAN YOU TELL ME WHAT FACILITIES WERE IN PLACE BOTH BY THE**  
16      **CUSTOMER AND BETWEEN ELLSINORE AND SIKESTON PRIOR TO THE**  
17      **PORT?**

18      A.    Yes. On March 16 when the port was denied, the following facilities were in place. The

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6 An another recent example of this is in the RCF complaint proceeding now pending before this Commission. Socket Internet was denied new RCF service. The service was denied to Socket according to existing provisions of the tariff. Socket would normally order all service through their CenturyTel Account Representative. After the service was denied the records indicates that Socket Telecom attempted to order services though the CLEC Customer Service Center, again services were denied, Socket then contacted the CenturyTel Business Customer Service Center through an 800 number that is used by companies that do not have an assigned Account Representative, and again attempted to order the service which was denied. At this point two Socket employees,

1 March 5, 2007 traffic study (**Highly Confidential** Schedule SS - 4) indicated that the  
2 Ellsinore customer, who only had \*\* \_\_\*\* trunks in place, actually required\*\* \_\_\*\*. The  
3 study also indicated that 48 toll trunks were required from Ellsinore to Sikeston of the 96 in  
4 service. In addition to this being an ineligible location port, since the customer was moving  
5 from Ellsinore to St. Louis, porting this number would result in blockage

6 **Q. AFTER THE PORT ON 3/30/2007 WHAT DOES THE TRAFFIC REPORT**  
7 **INDICATE?**

8 A. The 5/7/2007 traffic report (**Highly Confidential** Schedule SS - 5) indicates that the Ellsinore  
9 customer, still has one telephone number in place routing over their trunk group in Ellsinore,  
10 that now has \*\* \_\_\*\* trunks active, and they require \*\* \_\_\*\* trunks. However, as shown on  
11 the attached Schedule SS-6, the customer Poplar Bluff Internet (Semo.net) has requested that  
12 all their Ellsinore customers convert to the ported number for dial-up ISP access. After their  
13 customer's convert to the ported number, as predicted, Spectra will immediately experience  
14 blockage on the toll trunk group from Ellsinore to Sikeston. The addition of the \*\* \_\_\*\*  
15 trunks of traffic onto the existing 80 required trunks will exceed the 96 in service resulting in  
16 blockage of toll traffic and 911 traffic. (**Highly Confidential** Schedule SS-5)

17 **Q. IN ADDITION TO TOLL TRAFFIC, WHAT OTHER TYPE OF TRAFFIC IS**  
18 **THE ISP TRAFFIC ROUTING OVER THE COMMON TOLL FACILITIES**  
19 **BETWEEN ELLSINORE AND SIKESTON POTENTIALLY BLOCKING?**

20 A. It will also block 911 Traffic. Ellsinore has what we classify as pre-basic 911 service,  
21 meaning that traffic is routed via an 800 number over the toll facilities for termination at the

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Kohly and Stratman, then ordered the service in their name, forwarding service to their residential lines to

1 designated emergency answering point for Carter County. Porting of this ISP number and  
2 putting its traffic over these toll facilities, where capacity issues exist, can and will cause  
3 blockage of 911 traffic as well as toll traffic.

4 **Q. HAS SOCKET REFUSED TO ESTABLISH A POI IN ELLSINORE?**

5 A. Yes. While Socket should be establishing a POI on our network for all traffic exchange, at a  
6 minimum they should be required to establish a POI when traffic is at the thresholds  
7 designated in Article V of our agreement. In this case Socket would be required to establish  
8 a POI when traffic reaches a DS1 threshold; however, Socket has made it clear that they have  
9 no intention of ever establishing a POI in this exchange as well as any other Spectra  
10 exchange irrelevant of the traffic volumes.

11 **Q. WHAT IS THE RESULT OF SOCKET NOT ESTABLISHING POI IN ELLSINORE?**

12 A. Spectra and AT&T would be required to improperly bear the expense of adding additional  
13 facilities between Ellsinore and Sikeston to serve a Socket customer who is located in St.  
14 Louis. In addition, Spectra then would be responsible for transiting charges from AT&T for  
15 tandem switching in Sikeston before the call is handed off to Socket.

16 **Q. HAVE THERE BEEN ADDITIONAL PORTS DENIED AS CLAIMED BY MR.**  
17 **KOHLI DUE TO LOCATION PORTABILITY?**

18 A. Yes, I will not individually address or confirm Mr. Kohly's testimony on the additional ports;  
19 however, we do agree that there are other ports that were denied due to location portability.  
20 As previously stated, CenturyTel has ported many thousands of valid ports to carriers this  
21 year alone, this includes hundreds that have ported to Socket; yet, lately there have been a

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accomplish the same service that had already been denied.

1 few ports that have been denied to Socket because the customers are moving out of the  
2 exchange; therefore, these were not valid ports. It has never been disputed by Socket that the  
3 customers in question are moving outside of the exchange. Socket is the only carrier we are  
4 experiencing this issue with in Missouri.

5 **Q. MR. KOHLY SPECIFICALLY DISCUSSES A PORT IN CLARENCE, MO THAT**  
6 **RESULTED IN CENTURYTEL CAUSING A CUSTOMER OUTAGE CLAIMING**  
7 **THAT CENTURYTEL PORTED THE NUMBER AFTER THE PORT WAS PUT**  
8 **IN JEOPARDY STATUS. DOES CENTURYTEL AGREE WITH THIS CLAIM?**

9 A. No. We believe Socket is referring to 660-699-2103. We have received multiple trouble  
10 tickets on this number; however, further checking has indicated that this number was never  
11 ported out by CenturyTel as stated by Socket. No work at all was done on this number to  
12 port it, nor has CenturyTel changed any services provided to the customer. We are unaware  
13 of what may have caused any problems with this customer, but do not believe they are in any  
14 way due to anything done by CenturyTel.

15 **Q. HAS CENTURYTEL COMPLETED GEOGRAPHIC OR LOCATION**  
16 **PORTABILITY UNDER OTHER CONTRACTS, SUCH AS MCI AND**  
17 **SOCKET'S PRIOR AGREEMENT?**

18 A. As Socket is or should be aware, both the MCI Agreement and the old amended Socket  
19 agreement did allow for voluntary location porting on CenturyTel's part only in those  
20 instances where the carrier established a facility all the way to the CenturyTel end office. In  
21 each case the Agreement was amended to include this service when they established  
22 facilities; therefore, the service was treated similar to an FX service.

1 **Q. DOES CENTURYTEL DENY THAT IT MAY HAVE ERRONEOUSLY**  
2 **PROCESSED A PORT IN THE PAST THAT SOCKET REQUESTED WHERE THE**  
3 **CUSTOMER WAS RELOCATING OUTSIDE THE EXCHANGE?**

4 A. CenturyTel does not deny that we could have erroneously and inadvertently processed a few  
5 Socket ports in the past where the customer was locating outside the exchange as stated by  
6 Socket. If so, it was not recognized as such at the time the port was processed. Despite these  
7 few instances, there has been no change in the Act, the FCC rules or CenturyTel policies that  
8 would allow Socket to port a number to a customer moving outside of the exchange. Socket  
9 seems to assume that because we may have made previous mistakes that could possibly have  
10 been to the detriment of our existing customers that we should continue with this practice.  
11 Socket presumably is suggesting that CenturyTel should overlook and ignore the FCC rules,  
12 just as they have. In addition, Article III, Section 45 of the parties' interconnection agreement  
13 acknowledges that this error to not waive CenturyTel's rights to perform under the correct  
14 provisions of the agreement.

15 **Q. ON PAGE 26 OF HIS TESTIMONY, MR. KOHLY DISCUSSES A PORT**  
16 **CONCERNING A LESTERVILLE NUMBER. CAN YOU PLEASE CONFIRM**  
17 **WHAT HAPPENED IN THIS INSTANCE?**

18 A. We believe that Socket is referring to 573-637-9367. First, you will note that the date that  
19 this port order was processed is identical to the date of the Ellsinore port discussed above.  
20 This port was handled by the same employee, and the explanation of the handling of the port  
21 is identical up until April 17, 2007. On April 17, 2007, CenturyTel received a trouble ticket  
22 from Socket. The ticket was referred to programming. Programming worked the trouble

1 ticket without receiving confirmation from the NSC that it should precede with the port. The  
2 port was completed at 10:54 on 4/17/2007. The NSC became aware of overload and  
3 blocking conditions on the toll tandem trunk group. It was discovered that the customer, who  
4 required \*\* \_\_ \*\* trunks, was ported to the existing toll tandem trunk group that contained  
5 204 trunks, requiring 178. **(Highly Confidential Schedule SS – 7)** Porting this number  
6 resulted in immediate overload and blockage. At 4 p.m. on 4/17/2007 the NSC removed the  
7 port on this number and routed it back to the ISP trunk group due to the blockage.

8 Lesterville is a remote off the Ironton central office. Toll traffic originating in  
9 Lesterville goes to Ironton where the toll traffic is then sent to the AT&T tandem located in  
10 St. Louis MO. These facilities are jointly provided by Spectra and AT&T. Socket has a POI  
11 with AT&T, but does not have any facilities in Ironton. Therefore, if this number was ported  
12 all calls terminating to Socket would have to be routed over these jointly provided toll  
13 facilities. Like Ellsinore, none of this rural area served out of Ironton has E-911 service.  
14 Like Ellsinore, this area, as well as the other exchanges behind Ironton, have what we  
15 classify as pre-basic 911 service, meaning that traffic is routed via an 800 number over the  
16 toll facilities for termination at the designated emergency answering points for Shannon,  
17 Dent, Wayne Reynolds and Iron Counties. Porting of this ISP over these toll facilities, where  
18 capacity issues exist, can and will cause blockage of 911 traffic as well as toll traffic.

19 In this situation, the toll tandem facilities are jointly provided by Spectra and AT&T  
20 between Ironton and St. Louis. Spectra and AT&T would be required to bear the expense of  
21 adding additional facilities between Ironton and St. Louis to serve a Socket customer who is  
22 located in St. Louis. Nor is St. Louis a local call from Lesterville or Ironton. In addition,

1 Spectra will be responsible for transiting charges from AT&T for tandem switching in St.  
2 Louis before the call is handed off to Socket.

3 Socket was notified on 4/17/2007 that the port was rejected due to location  
4 portability; however, this should explain why the port did work for a short period of time.

5 **Q. HAS SOCKET REFUSED TO ESTABLISH A POI IN IRONTON?**

6 A. Yes. While Socket should be establishing POIs on our network for all traffic exchange, at a  
7 minimum it should be required to establish a POI when traffic is at the thresholds designated  
8 in Article V. In this case Socket would be required to establish a POI when traffic reaches a  
9 DS1 threshold; however, Socket has made it clear that they have no intention of ever  
10 establishing a POI in this exchange as well as any other Spectra exchange irrelevant of the  
11 traffic volumes.

12 **Q. MR. KOHLY DISCUSSES A PORT REQUESTED FOR THE BOSS EXCHANGE OF**  
13 **SPECTRA WHERE CENTURYTEL DENIED THE PORT DUE TO LACK OF**  
14 **FACILITIES AS WELL AS A GEOGRAPHIC PORT. WOULD THE EXACT SAME**  
15 **SITUATION APPLY TO THIS PORT AS THE ONE IN LESTERVILLE?**

16 A. Yes. Boss, like Lesterville and five other exchanges, use this same toll facility between  
17 Ironton and St. Louis for completion of all toll and 911 calls.

18 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

19 A. Yes, it does.





# CONSUMER INFORMATION

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Federal Communications Commission, 445 12th Street SW, Washington, DC 20554

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## Local Telephone Number Portability

### Introduction

This brochure describes actions the Federal Communications Commission (FCC) has taken to implement Congress' mandate to:

- ensure that all Americans have the ability to keep their existing telephone number at the same location when changing local telephone service providers;
- promote competition in the local telephone market; and
- implement number portability service without degradation in the quality of telecommunications service.

This fact sheet explains the FCC's decisions related to implementation of long-term telephone number portability by local telephone companies and to certain charges from local telephone companies that appear on your monthly bill. The FCC's decisions will benefit consumers by increasing their choice of providers and telecommunications services, which should, in turn, lower prices for consumers.

## Local Telephone Number Portability

Congress enacted the Telecommunications Act of 1996 to establish a national framework that promotes competition and reduces regulation in all telecommunications markets. Congress realized that bringing competition to the local telephone marketplace was the best way to reduce prices, motivate telephone companies to provide high quality service and to deploy advanced services, and provide more overall choices for customers.

To increase competition in the local telephone market service, Congress recognized that certain barriers to competition must be eliminated. One of the major barriers to competition was the inability of customers to switch from one telephone company to another and retain the same telephone number. Congress realized that customers would be reluctant to switch to new telephone service providers if they were unable to keep their existing telephone numbers. Congress directed local telephone companies to offer "**telephone number portability**" in accordance with requirements prescribed by the FCC.

In order to provide the kind of telephone number portability envisioned by Congress, telephone companies have had to invest in upgrades to their networks. In May 1998, the Commission determined what types of costs local telephone companies will be allowed to recover through separate charges for establishing and providing telephone number portability service, and which costs they must treat as part of their overall cost of doing business. The Commission determined that incumbent local telephone companies were allowed, but not required, to recover the costs of implementing and providing telephone number portability through two kinds of charges: (1) charges paid by other telephone companies that use a telephone company's number portability facilities to process their own calls; and (2) a small, fixed monthly charge assessed on telephone customers (end users). Companies can begin to assess these end-user charges on February 1, 1999.

## **Long-Term Telephone Number Portability Charge**

### **What is long-term telephone number portability?**

Long-term telephone number portability is a service that provides residential and business telephone customers with the ability to retain, at the same location, their existing local telephone numbers when switching from one local telephone service provider to another.

### **What is the long-term telephone number portability end-user charge?**

This is a fixed, monthly charge through which local telephone companies may recover certain costs of providing long-term number portability service. Recoverable costs include the costs of creating new facilities, physically upgrading or improving the existing public switched telephone network, and performing the ongoing functions associated with providing long-term number portability. The FCC determined that incumbent local telephone companies may, but are not required to, recover certain costs of providing number portability through a monthly charge on their customers.

### **Is the long-term telephone number portability charge new?**

Yes. The charge may appear on your bill for local telephone service after February 1999.

### **Will all telephone customers be charged for telephone number portability after February 1999?**

No. Telephone number portability will not be available in all service areas by February 1999. Local telephone companies can only charge customers in areas where local telephone number portability is available. The FCC's rules prohibit local telephone companies from passing on to their customers any of the costs they have incurred in establishing telephone number portability until telephone number portability service is actually available in the customers' service area.

Telephone number portability is being implemented first in major metropolitan areas. Telephone number portability must be made available in other areas within six (6) months after a new

telephone company requests that the incumbent local telephone company offer telephone number portability in that service area.

### **Did the FCC require local telephone companies to bill consumers for long-term telephone number portability?**

The FCC allows, but does not require, local telephone companies to pass certain costs of implementing and maintaining long-term number portability on to their customers. The Commission established policies and guidelines on how the long-term telephone number portability charges that may be passed on to consumers are established. For example, the FCC will allow incumbent local telephone companies to recover only costs directly related to providing long-term telephone number portability. This keeps the charges passed on to consumers, if any, as small as possible. New entrants to the local telephone market, wireless telephone service providers, and long distance companies also incur additional costs in handling calls to numbers that are portable. Because the FCC does not regulate the rates of these carriers, which are subject to substantial competition, these carriers may decide to recover their costs of providing long-term telephone number portability in any lawful manner consistent with their obligations under the Telecommunications Act of 1996.

### **How long will the long-term telephone number portability charge remain on my telephone bill?**

Local telephone companies may continue to assess this charge on customers' telephone bills for a period of five (5) years from the date the local telephone company first begins collecting the charge. At the end of the five-year period, the local telephone company must stop assessing the charge.

### **Why do different telephone companies charge different amounts?**

Different telephone companies have various types of network equipment. These companies will incur different costs as they prepare their local telephone networks to provide number portability. The charges that appear on your monthly telephone bill are being collected by your local telephone company to cover certain costs of implementing and providing number portability service.

### **Does the FCC ensure that the amounts charged by local telephone companies are reasonable?**

Yes. The telephone companies are required to file tariffs, or schedules, establishing the rates they will charge end-users before the charges are placed on your telephone bill. The FCC reviews the tariffs to determine whether the charges are reasonable and in accordance with the Commission's rules and orders.

### **Am I required to pay the long-term number portability charge if I still have the same telephone service provider?**

Yes. Even if you have not changed your local telephone service provider, you still may be required to help pay for the costs of local telephone number portability.

The FCC recognized that customers may be required to pay telephone number portability charges even if they have not changed service providers, and that some customers might not feel that they have benefitted. All customers do receive benefits from telephone number portability any time they call someone who has changed local service providers. For example, because number portability enables a telephone customer to change carriers without changing numbers, you will not have to contact directory assistance for his or her new telephone number. In this way, all consumers benefit from number portability.

Congress required telephone number portability because it decided that all telephone customers and telephone companies would benefit from the opportunities it creates. Congress thought that long-term telephone number portability service would increase competition in the local telephone market, and that competition would improve the quality, variety, and prices of telecommunications services available to all consumers. Also, competition lowers prices for everyone, not just those who switch carriers. Congress also required that all telephone companies share in the costs of establishing long-term number portability and directed the FCC to set up rules for recovering the costs of number portability in a way that would not give one telephone company a competitive advantage over other telephone companies.

In setting up those rules, the FCC determined that telephone companies may, but are not required to, pass part of the costs of establishing telephone number portability on to customers and other telephone companies. Before the costs of telephone number portability can be passed on to a telephone company's customers, the FCC's rules require that company to show that the costs are directly related to providing number portability. The FCC also required the telephone companies to spread the costs out over a 5-year period and to charge the same amount each month so that customers would know what to expect on their monthly bills.

### **What is the maximum long-term telephone number portability charge for residential and business customers?**

The long-term telephone number portability charge for single-line residential and business customers should be the same each month. This charge will vary depending upon the costs incurred by your local telephone company.

### **Why do customers with more than one telephone line have to pay more than one long-term telephone number portability charge?**

The FCC's long-term telephone number portability cost recovery system allows incumbent local telephone companies to assess one monthly telephone number portability charge for each telephone line. Customers with more than one line will have the opportunity to "port" each telephone number they have and are, therefore, required to pay for number portability in connection with each number they have.

### **Are business customers with multiple telephone lines charged more than one long-term telephone number portability charge?**

Local telephone companies are allowed to charge business customers that have different kinds of lines more than one long-term telephone number portability charge per line. Business customers

may be charged nine, five, or one monthly long-term telephone number portability end-user charge(s) per line depending upon the customer's business line arrangement. For example, a business customer with a private branch exchange will be assessed nine monthly number portability charges.

### **Is the long-term telephone number portability end-user charge a tax?**

No. The long-term telephone number portability end-user charge is not a tax. Neither the FCC nor any other government agency receives the fees collected. The charges are used by local telephone companies to cover their costs of establishing, operating and maintaining the number portability network.

### **Does long-term telephone number portability mean that I can keep the same telephone number if I move across town or to another state?**

No. The type of telephone number portability that local telephone companies must provide as a result of Congress' mandate is called "service provider portability." Service provider portability allows a customer to change his or her local telephone company without changing telephone numbers. It does not allow customers to take their telephone numbers with them when they move.

### **Can I keep the same telephone number if I switch my local telephone service to a cellular or personal communications service (PCS) telephone service provider or vice-versa?**

Cellular and other wireless carriers are not required to provide telephone number portability at this time. For this reason, customers cannot retain the same local telephone number if they change their local service from a wireline local telephone company to a wireless carrier, like a cellular or PCS service provider. Likewise, customers cannot switch from a cellular or PCS service provider to a local wireline service provider and keep the same cellular or PCS telephone number.

### **Am I required to pay the long-term number portability charge if I am a Lifeline Assistance Program customer?**

No. Carriers may not impose the monthly long-term telephone number portability charge on customers of the Lifeline Assistance Program.

## **Tips For Consumers**

**My local telephone company is charging me for number portability. What options do I have?**

- If you have questions regarding any charges on your telephone bill, call your local telephone company. A customer assistance telephone number, the telephone number to call for answers to your questions on billing or service, should be listed on your monthly bill. Let the telephone company know if you believe these charges are inappropriate or are too high. It's in the company's best interest to meet the needs of its customers.
- If your local telephone company has placed a long-term number portability end-user charge on your telephone bill, call the company to ask questions about the service and to make certain that long-term number portability is available in your area.
- Look for competition in your local telephone market. As new competitors offer local telephone service, use your available local telephone service provider options wisely and shop around. Local telephone service providers may take very different approaches to whether and how they are charging their customers to cover their costs of providing long-term number portability service.
- If other companies are operating in your local telephone market, call them and ask if they add these types of charges to their customers' bills. If these types of charges are added to customers' bills, ask each company to explain how these charges are calculated and exactly what amount would appear on your bill if you decide to use the company's services. You should make sure that you are getting the best deal for the types of services you require.
- If you have questions or concerns regarding long-term telephone number portability after you talk to your local telephone company, call the FCC's National Call Center at 1-888-Call FCC (225-5322).

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## Consumer & Governmental Affairs Bureau

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# Keeping Your Telephone Number When You Change Your Service Provider

## FCC Consumer Facts

### Background

Under the Federal Communications Commission's (FCC's) "local number portability" (LNP) rules, you can switch telephone service providers within the same geographic area and keep your existing phone number. However, if you are moving from one geographic area to another, you may not be able to take your number with you. In addition to switching from one wireless company to another, in most cases, you will be able to switch from a wireline company to a wireless company, or from a wireless company to a wireline company, and still keep your phone number.

### Initiating the Process

If you want to change companies:

- **Do not** terminate your service with your existing company **before** initiating service with the prospective new company.
- Contact the prospective new company, which will start the process of porting your number by contacting your current company.
- Be aware that when terminating service with a wireless company, you may be obligated to pay any early **termination fees** under your existing contract. Also, when terminating service with any company, you are usually required to pay any outstanding balance owed. Review your bill or contract to determine what fees or charges apply.

Once you request service from the new company, however, your old company **may not refuse to port your number, even if you owe money** for an outstanding balance or termination fee.

- You may request service from a new company at any time.

### **Fees and Charges**

Telephone companies are allowed to charge a fee to recover their number porting costs. Companies may or may not choose to charge a fee, and their fees may vary. If they do charge specific fees, the fees cannot exceed their porting costs. Local telephone companies that assess the fee generally charge a fixed monthly fee and may do so for up to five years.

Even if telephone companies decide to charge for porting, they may not refuse to port a number because a consumer has not paid a porting fee.

Additionally, some companies may choose to pay the old company's costs of porting for the benefit of their new customers. Ask your new company whether it has a policy of paying or reimbursing these charges.

### **The Adjustment Period**

Your new telephone company can usually give you a good idea about how long the process will take. In general:

- For a **wireless-to-wireless** transfer, your phone number should work within a few hours of your request to change wireless providers.
- A **wireline-to-wireless** transfer may take several business days to complete. **Ask your new** wireless company whether you will be able to continue using your current wireline number during the transfer process.
- If you port from a **wireline phone to a wireless phone**, your wireline long distance company **will not** move with you. Your long distance service will generally be provided by your new wireless company, but you should verify this with the new wireless company before changing service providers. For wireline-to-wireless porting, there may be a period of "mixed service," when you essentially have two telephones with the same number during the adjustment period.

**Note:** Pursuant to a court-ordered stay, most small wireline companies currently are not required to port numbers to wireless companies until the FCC completes and publishes a study about the effect of the porting rules on small wireline companies. In addition, certain small wireline companies may have an exemption from the porting requirements if they have received a state waiver. Customers who want to port a wireline number to a wireless phone, and are told that they cannot, should contact their state public utility commission to find out whether their wireline carrier has been granted a waiver. A directory of state utility commissions can be found at <http://www.naruc.org/displaycommon.cfm?an=15>.



## Emergency Services

In some areas, 911 operators automatically receive the phone number or location of a wireless call, but in many areas, that is not the case. Technology that will provide that information – Enhanced 911 or “E911” – is currently being implemented, but is not yet available using many wireless phones and in many parts of the country.

As noted above, during the porting process from the old company to the new company, there may be a period of “mixed service” - when you may have two telephones with the same number. During this time period, your E911 service may be affected. The call should go through, but the 911 operator may not be able to call you back if the call gets disconnected. For this reason, before porting either a wireless or a wireline number, **ask the new company** how long the porting process will take and how it will affect a call to 911 services.

## Handsets and Special Services

In some instances, wireless **handsets** of different wireless telephone companies are incompatible. If you switch wireless companies, you may need to purchase a new handset, even if you retain the same phone number. If you have concerns about purchasing a new handset, **ask your new wireless company** whether or not your current handset will work with that company's network.

Also, be aware that in a few areas, as consumers with ported numbers roam outside their normal wireless service areas, they may only be able to send and receive calls. Other services, such as caller ID, may not function properly.

For additional information on LNP, contact the FCC's Consumer Center toll-free at: 1-888-CALL-FCC (1-888-225-5322) voice, 1-888-TELL-FCC (1-888-835-5322) TTY, or visit our Web site at [www.fcc.gov/cgb/NumberPortability/](http://www.fcc.gov/cgb/NumberPortability/). This fact sheet may be updated to reflect future developments; we encourage you to check the web site for updates.

You can file a complaint by e-mail ([fccinfo@fcc.gov](mailto:fccinfo@fcc.gov)); the Internet ([www.fcc.gov/cgb/complaints.html](http://www.fcc.gov/cgb/complaints.html)); telephone 1-888-CALL-FCC (1-888-225-5322) voice, 1-888-TELL-FCC (1-888-835-5322) TTY; fax 1-866-418-0232; or mail:

Federal Communications Commission  
Consumer & Governmental Affairs Bureau  
Consumer Inquiries and Complaints Division  
445 12th Street, SW  
Washington, DC 20554.

Your complaint should include:

- name, address and telephone number where you can be reached during the business day;

- the telephone number involved with the complaint;
- as much specific information about the complaint as possible;
- a description of the steps you took to resolve the complaint;
- the names and telephone numbers of the company employees that you talked with in an effort to resolve the complaint, and the dates that you talked with these employees;
- copies of bills listing the disputed charges (circle the disputed charges on the copy of the bill); and
- the relief that you are requesting (such as adjustment of charges).

#### **For More Information**

For more information about telecommunications-related issues, you may contact the FCC's Consumer & Governmental Affairs Bureau in the following ways:

Internet: [www.fcc.gov/cgb](http://www.fcc.gov/cgb)

E-mail: [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov)

Consumer Center:  
1-888-CALL-FCC (1-888-225-5322) voice  
1-888-TELL-FCC (1-888-835-5322) TTY

Fax: 1-866-418-0232

Mail:  
Federal Communications Commission  
Consumer & Governmental Affairs Bureau  
Consumer Inquiries and Complaints Division  
445 12th Street, SW  
Washington, DC 20554.

*For this or any other consumer publication in an alternative format (electronic ASCII text, Braille, large print, or audio) please write or call us at the address or phone number below, or send an e-mail to [FCC504@fcc.gov](mailto:FCC504@fcc.gov).*

*To receive information on this and other FCC consumer topics through the Commission's electronic subscriber service, click on <http://www.fcc.gov/cgb/contacts/>.*

*This document is for consumer education purposes only and is not intended to affect any proceeding or cases involving this subject matter or related issues.*

02/07/07

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**Schedule SS – 3**  
**NP**

**Schedule SS – 4**  
**NP**

**Schedule SS – 5**  
**NP**

## semo.net Weblog

Schedule SS-6

Southwest Missouri's Online Community

Semo.net will be closed Easter Sunday.  
Read PDFs the Easy Way »

### New access numbers for Centurytel Areas.

We have new dial-up access numbers for several Centurytel areas. We have listed the areas below along side of their new access numbers. These numbers will be replacing the primary access numbers you currently use. The new numbers will access a much bigger bandwidth pipe, multiple upstream providers, more modem capacity and secured facilities with redundant power. Further below are instructions on how to update your computer for the new number.

Cincinnati: 573-598-3863  
Cass: 573-538-1000  
Coker: 573-463-1000  
Columbia: 573-648-2326  
Columbia: 573-777-1112 (new area)  
Clinton: 573-322-8421  
Clinton: 573-546-1932  
Clinton: ~~573-637-9367~~ 573-487-1890  
Clinton/Oates: ~~573-269-1468~~ 573-623-1890

If you use the "GEARBOX" software provided on our semo.net installation CDs, please read below for instructions. If you are using other software, have configured your connection manually, or if you have any problems or questions, please call our Technical Support department at 877-686-9114.

Note: Microsoft Windows Vista is not compatible with our "GEARBOX" software. If you are using a Vista computer please contact technical support for help configuring a connection manually.

#### FOR USERS OF OUR "GEARBOX" SOFTWARE:

Within the next few days, our software will download an update to its number list. This update will add the new numbers.

The next time you try to connect after this update, you will see a prompt that says:  
Missing Dial Info "The Primary and/or Rollover dial-up number being used by this connection are no longer available. Please choose new numbers."  
Hit OK.

Scroll down the left list and find the appropriate entry with the new access number.  
Click the Save button and reconnect.

Thank you,  
semo.net & IMS Internet Technical Support  
http://semo.net/helpdesk.php  
support@semo.net  
877.686.9114 (Semo.net)  
573.785.6733 (IMS Internet)

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