

Exhibit No.:
Issue: Trunking & Routing
Witness: Ralph P. Teasley
Sponsoring Party: CenturyTel of Missouri, LLC &
Spectra Communications
Group, LLC d/b/a CenturyTel
Type of Exhibit: Rebuttal Testimony
Case No.: TC-2008-0225
Date Testimony Prepared: December 19, 2008

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

REBUTTAL TESTIMONY
OF

RALPH P. TEASLEY

CASE NO. TC-2008-0225

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

Socket Telecom, LLC,
Complainant,

vs.

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

TC-2008-0225

AFFIDAVIT OF RALPH P. TEASLEY


STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

I, Ralph P. Teasley, of lawful age and being duly sworn, state as follows:

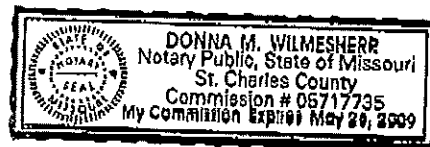
1. My name is Ralph P. Teasley. I am presently Manager of Network Support Centers for CenturyTel Service Group, LLC.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony in the above-referenced case.
3. I hereby swear and affirm that my statements contained in the attached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


Ralph P. Teasley

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


Notary Public

My Commission expires: May 25, 2009
(SEAL)



1 Siemens, Telcordia (formerly Bellcore), etc. I have 37 years of experience in the
2 telecommunications industry as of June 2008, with most of that time spent in a network
3 operations environment. I previously worked for Contel, GTE, and Verizon before
4 joining CenturyTel in 2002 as the result of CenturyTel's acquisition of Verizon properties
5 in Missouri.

6 **Q. WHAT ARE YOUR RESPONSIBILITIES AS MANAGER OF NETWORK**
7 **SUPPORT CENTERS FOR CENTURYTEL SERVICE GROUP?**

8 A. I am responsible for the daily operational duties of CenturyTel's Network Support Center
9 in Wentzville, Missouri. The center is responsible for establishing standards for switching
10 software structure, performing complex translations, performing database administration
11 functions, such as updating routing for local and optional calling plans, monthly code
12 administration updates on all wire line networks; establishing, augmenting, and
13 disconnecting public and private trunk groups, and providing technical support for
14 switching, routing, and business services issues to all wireline field personnel.

15 **PURPOSE OF TESTIMONY**

16 **Q: WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

17 A. The purpose of my testimony is to rebut certain assertions made by Mr. R. Matthew
18 Kohly and Mr. Steven E. Turner in their respective direct testimony filed in this matter on
19 behalf of Socket Telecom, LLC, dated November 17, 2008.

20 **Q. IS MR. TURNER'S STATEMENT THAT CENTURYTEL IS NOT PERMITTED**
21 **TO IMPOSE ANY RESTRICTIONS ON SOCKET TELECOM THAT ARE NOT**
22 **IMPOSED ON ITS OWN TRAFFIC AN ACCURATE STATEMENT?**

1 A. It appears that his statement is in reference to Section 11.1 of Article V of the parties'
2 Interconnection Agreements regarding Trunking Requirements, which provides in part:
3 “. . . CenturyTel will not impose any restrictions on Socket that are not imposed on its
4 own traffic with respect to trunking and routing options afforded to Socket. . . .” In that
5 regard, Mr. Turner’s statement is accurate, and CenturyTel does not impose any
6 restrictions on Socket’s traffic that aren’t imposed on its own traffic. CenturyTel’s own
7 end-office-to-end-office traffic does not overflow to any tandem trunk group. For
8 example, local calls between St Peters to O’Fallon (and vice-versa) are routed over a
9 direct, two-way trunk group between the two end offices and do not overflow to the
10 Wentzville *access* tandem for completion. Likewise, local calls between Branson West
11 and Branson are routed over a direct, two-way trunk group between the two end offices
12 and do not overflow to the Branson *access* tandem for completion. CenturyTel does not
13 designate any of its *access* tandems in Missouri in the Local Exchange Routing Guide
14 (LERG) as a *local* tandem.

15 **Q. IS MR. TURNER’S TESTIMONY REGARDING OVERFLOWING LOCAL**
16 **TRAFFIC TO THE TANDEM TRUNK GROUP ACCURATE?**

17 A. As discussed above, not for CenturyTel’s network. First, CenturyTel operates no *local*
18 tandems in Missouri, since *local* tandems are normally situated in networks with a large
19 concentration of customers and carriers, such as Saint Louis. CenturyTel’s tandems are
20 *access* tandems. It is widely recognized within the industry that it is inappropriate to
21 overflow local traffic to an *access* tandem due to technical and revenue issues. Next,
22 unlike the large metropolitan networks that Mr. Turner describes, where a *local* tandem
23 and subtending end offices are geographically close to one another, CenturyTel serves

1 mostly rural areas and small cities that are spread out over a large geographic area. The
2 result is that most CenturyTel end offices are not located close to the access tandem. For
3 example, Canton is approximately 113 miles north of the Wentzville *access* tandem.
4 Licking is approximately 162 miles southwest of the Wentzville *access* tandem.
5 Likewise, Houston is approximately 120 miles northeast of the Branson *access* tandem;
6 Thayer is approximately 132 miles east of the Branson *access* tandem; Eldorado Springs
7 is approximately 122 miles northwest of the Branson *access* tandem. So aside from the
8 issue of no local tandems and the inappropriateness of overflowing to *access* tandems,
9 due to the nature of it's mostly rural network, it is not cost effective to overflow local
10 traffic to an *access* tandem in the majority of CenturyTel's network.¹ Additionally,
11 CenturyTel leases many of the required interoffice circuits from a third party due to a
12 regulatory requirement dating to the 1991 merger of Contel and GTE. Contel built,
13 owned, and operated inter-exchange facilities throughout Missouri, but was required to
14 divest itself of most of those facilities as a condition of the merger. CenturyTel's
15 network is more of a point to point network, which means that local traffic is normally
16 routed via direct, end-office-to-end-office trunk groups, due to their closer proximity.²

17 **Q. IS MR. KOHLY'S ASSERTION THAT SOCKET SHOULD BE ABLE TO**
18 **ESTABLISH A POI AT HOUSTON, MISSOURI TO EXCHANGE ALL**
19 **SPECTRA TRAFFIC WITHIN THAT LATA TECHNICALLY POSSIBLE?**

¹ Furthermore, in addressing network interconnection provisions in its Final Commission Decision issued in Case No. TO-2006-0299, this Commission noted: "Socket's language would require CenturyTel to route traffic to a transiting provider when circuits are busy. The Commission is not aware of any such requirement and will not order CenturyTel to monitor traffic in this matter." (Final Commission Decision, pages 14-15, Case No. TO-2006-0299, June 27, 2006).

² The only exception would be some MCA calling which is routed over tandem facilities pursuant to the Commission's prior order.

1 A. No. Spectra does not own inter-exchange facilities in the Houston area to make
2 interconnection to any other Spectra exchange technically possible. Most Spectra
3 exchanges are "islands", which means that each exchange is self contained and that
4 Spectra does not own inter-exchange facilities in most locations, but relies on transport
5 facilities owned by other carriers for connecting to other exchanges within the same
6 LATA or to the rest of the world. Mr. Kohly's conclusion that because Spectra
7 customers can call other Spectra customers within the LATA, it is technically possible to
8 exchange all Spectra traffic at a single point, is totally inaccurate. The ability for Spectra
9 customers in one exchange to call other Spectra customers in the same LATA simply
10 means that the customer has chosen a presubscribed intraLATA carrier to carry
11 intraLATA traffic or that Spectra has leased required facilities to complete interexchange
12 calls within the LATA for customers that have chosen Spectra as their intraLATA carrier.
13 Socket has the same opportunity to lease interexchange facilities from other carriers that
14 Spectra does.

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

16 A. Yes it does.