

Exhibit No.:

Issue(s): Article V: Interconnection and Intercarrier Compensation Issues 5A, 7, 8, 11-14, 18, 20, 21, 24, 26, 29, 31; Article XIII: OSS Issue 1; and Article XII: Number Portability Issue 2

Witness: Guy E. Miller, III

Type of Exhibit: Direct Testimony

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

Case No.: TO-2006-0299

Date Testimony Prepared:
March 21, 2006

DIRECT TESTIMONY

OF

GUY E. MILLER, III

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

CASE NO. TO-2006-0299

OF THE STATE OF MISSOURI

PETITION OF SOCKET TELECOM, LLC)
FOR COMPULSORY ARBITRATION OF)
INTERCONNECTION AGREEMENTS)
WITH CENTURYTEL OF MISSOURI, LLC)
AND SPECTRA COMMUNICATIONS, LLC)
PURSUANT TO SECTION 252(b)(1) OF)
THE TELECOMMUNICATIONS ACT OF)
1996)

CASE NO. TO-2006-0299

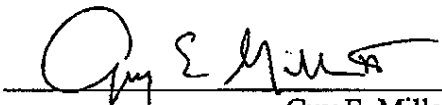
STATE OF LOUISIANA

PARISH OF OUACHITA

AFFIDAVIT OF GUY E. MILLER

I, Guy E. Miller, of lawful age and being duly sworn, state:

1. My name is Guy E. Miller. I am presently Director - Carrier Relations Strategy and Policy for CenturyTel Service Group, LLP.
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.


Guy E. Miller

Subscribed and sworn to before this 20th day of March, 2006.


Notary Public

My Commission expires: At Death

Gary Maxwell Cox
Louisiana Bar Roll No. 27419
Notary Public, Ouachita Parish, Louisiana
My Commission is for Life



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DIRECT TESTIMONY OF GUY E. MILLER, III
ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA
COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Guy E. Miller, III. My business address is 100 CenturyTel Drive, Monroe, LA 71203.

Q. ON WHOSE BEHALF ARE YOU SUBMITTING DIRECT TESTIMONY?

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

I.
Background

Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?

A. I am currently employed by CenturyTel Service Group as Director- Carrier Relations Strategy and Policy. I have held this position since December 5, 2005.

Q. WHAT ARE YOUR RESPONSIBILITIES AS DIRECTOR-CARRIER RELATIONS STRATEGY AND POLICY?

A. I am responsible for evaluating, developing, and implementing the policies and positions that govern all the official interactions between personnel representing the CenturyTel regulated telephone companies and competitive carriers or other potential wholesale customers. In addition, I am responsible for evaluating, developing, and implementing CenturyTel's regulatory positions on intercarrier issues. For example, I have evaluated and recommended revisions to proposed elements of intercarrier compensation reform. I also prepared policy and process recommendations for mitigating phantom traffic and I served as the rural LEC lead negotiator for working out transiting issues with BellSouth.

Q. WHAT POSITION DID YOU HOLD BEFORE BECOMING DIRECTOR-CARRIER RELATIONS STRATEGY AND POLICY?

1 A. From September 10, 2002 to December 4, 2005, I was Director-Carrier Relations for
2 CenturyTel Service Group.

3 **Q. WHAT WERE YOUR RESPONSIBILITIES AS DIRECTOR-CARRIER**
4 **RELATIONS?**

5 A. I was responsible for overseeing all of CenturyTel's activity related to its obligations
6 under Sections 251 and 252 of the federal Telecommunications Act of 1996 (47 U.S.C.
7 §§ 251, 252), including ensuring compliance with those statutes. This also meant I was
8 responsible for oversight of all interconnection agreement negotiations and for all
9 operations performed under those agreements.

10 **Q. PLEASE DESCRIBE YOUR EXPERIENCE IN THE TELECOMMUNICATIONS**
11 **INDUSTRY BEFORE BECOMING DIRECTOR-CARRIER RELATIONS.**

12 A. I have worked in the telecommunications industry in various capacities for approximately
13 28 years. I started in 1978 as a Customer Services Supervisor for Southwestern Bell
14 Telephone Company. I was primarily responsible for managing the Business Customer
15 Service operations for a specified geographic part of Houston, Texas. In 1980, I became
16 a Customer Services Manager in the Business Education and Analysis workgroup. I
17 analyzed large business customer equipment configurations and telecommunications
18 needs and made recommendations for improved efficiency and for resolving business
19 needs. In 1981, I entered the Southwestern Bell sales organization, first as an Account
20 Executive serving the Publishing and Media industries then as an Account Executive II
21 serving national accounts in the petrochemical industry.

22 In 1984, I transferred to a start-up affiliated equipment sales company,
23 Southwestern Bell Telecommunications, as a National Accounts Manager. I was
24 responsible for telecommunications equipment sales to national petrochemical and
25 engineering companies. This company promoted me to Corporate Manager- Training

1 Programs in 1985 and asked me to develop and deliver sales and management training as
2 well as direct all technical training efforts. In 1986, the responsibility for developing and
3 administering benefit programs and for specific staffing issues was added to my duties.

4 In 1987, I was recruited into another new affiliated company, Southwestern Bell
5 Gateway Services, as the Regional Sales Director for Strategic and Tactical plans and
6 methods. This company was a pre-Internet information provider and I developed and
7 implemented the plans for the marketing and advertising of the information services and
8 for the development of services content to meet consumer needs and expectations. I also
9 managed government and community relations and marketing and sales support issues.

10 In 1989, I returned to Southwestern Bell Telephone as the Market Manager for the
11 competitive carrier market segment and, eventually, the Market Planner for the market
12 segment. From 1989 until 1995, I developed strategic, tactical and business plans to
13 service the CLEC, wireless, IXC, ESP/ISP and cable industries. I also developed new
14 products for this market segment and established specialized customer service and sales
15 support programs.

16 In 1995, I was recruited to MFS Telecom, a competitive access provider, where I
17 served as the Director- Marketing for MFS's private line and collocation services. For a
18 short time in 1996, I worked on contract as the Vice President- Sales and Marketing for
19 Quantum Software Solutions- a start up provider of call center software. Then, from late
20 1996 until September, 2002, I worked for Intermedia Communications, a competitive
21 local exchange carrier. For most of this time, I was a Senior Director in product
22 marketing. I managed and developed dedicated and switched transport and collocation
23 products for the wholesale business segment, which included carriers, ISPs, large

1 enterprise business and government. In 2001, Intermedia was purchased by WorldCom.
2 At that time, I began serving in an interim dual role as the Intermedia executive in charge
3 of Carrier and ISP Sales Support and also as Intermedia's Vice President for Industry
4 Policy. In this latter role, I oversaw the integration of Intermedia's regulatory and carrier
5 relations activities into the WorldCom business model. I left WorldCom in late 2002
6 and, as previously mentioned, joined CenturyTel in September of that year.

7 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY STATE COMMISSION?**

8 A. Yes. In April, 2005, I testified before the Alabama Public Service Commission regarding
9 a dispute with a CLEC concerning billing and collocation issues. I also testified before
10 the Texas Public Utility Commission in 1992 on the matter of a national media company
11 demanding an N11 code for its use in providing information to subscribers.

12 I have also been involved in the preparation and delivery of written testimony
13 related to several FCC proposed rulemakings during 2003 through 2006. These
14 rulemakings have included wireless local number portability, virtual NXX, phantom
15 traffic, intercarrier compensation reform and 911/E911 services for VoIP providers. This
16 is my first time testifying before the Missouri Public Service Commission.

17 **II.**

18 **Purpose of Testimony**

19 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

20 A. In my testimony, I will address certain disputes between the parties relating to disputed
21 issues concerning interconnection (Article V), intercarrier compensation (Article V),
22 number portability (Article XII), and OSS (Article XIII). The purpose of my testimony is
23 to show how, across the board, CenturyTel proposes contract language that best serves
24 the regulatory and economic interests of the FTA in a context that best provides for true

1 facilities-based competition. I will also demonstrate that Socket's demands are
2 unreasonable, in some cases infeasible, and in many respects impose undue burdens, cost
3 and otherwise, on CenturyTel that are inappropriate.

4 As I discuss the disputes, I will also show that Socket's proposed text is in many
5 respects utterly disingenuous and patently results-oriented in so far as Socket swings back
6 and forth between broad, open language and narrow, restrictive language solely to set up
7 the most favorable conditions for Socket to exercise unilateral control over CenturyTel's
8 network management and operations, impede CenturyTel's rights under law, and to
9 mitigate any change of law that Socket may not like. To this end, Socket also ignores
10 industry practice by attempting to limit the parties' ability to discuss and agree on the
11 best approach where such discussion and agreement is appropriate.

12 Finally, I will show that Socket consistently and inappropriately attempts to
13 transplant AT&T Missouri terms, conditions, and obligations to CenturyTel, completely
14 ignoring the very relevant fact that, as Dr. Avera shows, the two local telephone
15 companies do not have identical or even similar markets, market concentration, customer
16 density, resources, capabilities and networks.

17 **Q. HOW IS YOUR TESTIMONY ORGANIZED?**

18 A. In the next section, I address certain disputed issues relating to interconnection and
19 intercarrier compensation that arise in Article V. In that section, I discuss the disputed
20 issues sequentially. After this, based on my first hand knowledge of the timing and
21 complexity of electronic OSS systems development by the major national carriers, I
22 testify to the critical issue of OSS implementation. Then, in section V of my testimony, I
23 discuss some of the differences between CenturyTel and AT&T that preclude simply

1 “cutting-and-pasting” AT&T-oriented language and obligations and attempting to apply
2 those provisions to CenturyTel. Finally, I turn to the number portability issues in
3 Article XII in section VI of my testimony, explaining why the Commission should adopt
4 CenturyTel’s proposals.

5 **III.**
6 **Article V Disputed Issues**

7 **Q. WITH RESPECT TO THE PARTIES’ DISPUTES IN ARTICLE V, ARE YOU**
8 **ADDRESSING ALL ASPECTS OF ALL ISSUES THAT REMAIN IN DISPUTE**
9 **BETWEEN THE PARTIES?**

10 A. No, I am not. I am generally addressing those issues dealing primarily with
11 interconnection matters, as well as providing testimony on network and interconnection
12 concerns underlying certain of the parties’ intercarrier compensation disputes.
13 CenturyTel witness Calvin Simshaw will address the intercarrier compensation disputes
14 more fully, as well as discussing in detail certain disputes between the parties relating to
15 points of interconnection (“POIs”).

16 **ISSUE 5(A) - What methods and procedures should be included in the**
17 **ICA to ensure interconnection arrangements are established and**
18 **augmented efficiently?**

19 **Q. WHAT IS THE PARTIES’ BASIC DISPUTE IN ISSUE 5(A)?**

20 A. From CenturyTel’s perspective, this dispute primarily concerns Socket’s attempt to
21 impose onerous burdens on CenturyTel while retaining unilateral and virtually unlimited
22 authority, discretion and decision-making by Socket as to engineering work to be
23 required, information to be obtained, and facilities to be provided. In contrast to Socket’s
24 demands, CenturyTel offers to work with Socket as to the establishment or augmentation
25 of interconnection arrangements, agrees to provide, consistent with the FTA, certain

1 technical information to facilitate interconnection, and proposes mutual cooperation and
2 agreement in the deployment of interconnection facilities.

3 **Q. WHAT REQUIREMENT DOES SOCKET PROPOSE FOR**
4 **INTERCONNECTION ESTABLISHMENT AND AUGMENTATION?**

5 A. In this issue regarding the methods and procedures for establishing and augmenting
6 interconnection arrangements, Socket generally makes three unreasonable demands that
7 the Commission should reject. First, Socket demands that CenturyTel assign and
8 designate a person to oversee and serve as the coordinator for any new interconnection or
9 augmentation project. This person is to be knowledgeable in all processes and
10 procedures for all departments and must be available to Socket at any time during
11 business hours to answer questions or otherwise serve Socket's needs during the project.
12 Socket, in other words, seems to treat CenturyTel's workforce as a UNE in itself,
13 purporting to "unbundle" a CenturyTel engineer for Socket's use, but at no cost.

14 Second, Socket then goes further to require CenturyTel to provide detailed and
15 unlimited information, including proprietary information, about its network upon request.
16 While CenturyTel provides certain technical information, as required by law, Socket's
17 demands are excessive, without limit, and grossly unreasonable.

18 Third, disregarding CenturyTel's legitimate network concerns, Socket would
19 require it to provide whatever interconnection facilities Socket demands, regardless of
20 any forecasts, traffic utilization projections, or any demonstrated need for the facilities.
21 Indeed, Socket would not give CenturyTel a voice in the decision but would require
22 CenturyTel to install the facilities regardless of any CenturyTel concerns. Although
23 Socket would allow CenturyTel to initiate a dispute if there is an undemonstrated need

1 for facilities, Socket would obligate CenturyTel to first install the facilities anyway
2 during the course of such a dispute.

3 **Q. WHAT IS CENTURYTEL'S RESPONSE TO SOCKET'S DEMANDS?**

4 A. It is apparent on their face, as well as upon further critical scrutiny, that each of Socket's
5 demands are inappropriate, both under Section 251 and as an operational matter. Under
6 Section 251 of the FTA, for example, Socket's demands are inappropriate because Socket
7 is ignoring the FCC's instruction in ¶ 203 of the First Report and Order that each carrier
8 must retain responsibility for the management, control, and performance of its own
9 network. Similarly, Socket's demands critically ignore significant operational issues and
10 problems that would arise. For example, permitting CenturyTel to reconcile the
11 obligation to provide facilities for Socket's unforecasted and/or unjustified demands
12 against justified CenturyTel or other carrier needs for any existing spare facilities, even if
13 adequate spare facilities exist, operational issues would necessarily arise with respect to
14 the prioritization and allocation of personnel to meet Socket's request vs. meeting other
15 carrier requests. And, of course, if the Commission accedes to Socket's demands, UNE
16 rates across the board must also be revisited to ensure that CenturyTel is, consistent with
17 the law, recovering its costs (particularly those new costs that would arise due to Socket's
18 instant demands). That, however, should not be an issue here because the Commission
19 should reject Socket's proposed contract language and instead adopt CenturyTel's
20 reasonable proposal. Among other things, Socket's proposed contract language imposes
21 undue burdens on CenturyTel, unnecessarily and inappropriately interferes with
22 CenturyTel's management and operation of its network contrary to the FCC's guidance,
23 and seeks beyond parity treatment.

1 **Q. WHY DO YOU SAY THE COMMISSION SHOULD REJECT SOCKET'S**
2 **PROPOSED CONTRACT LANGUAGE?**

3 A. I have generally articulated CenturyTel's basic concerns above, but that high level
4 discussion does not comprehensively speak to the range of problems and issues arising
5 from Socket's demands. In addition to the above, there are at least five reasons the
6 Commission should reject Socket's demands in Issue 5(A). I will address them in turn.

7 **(a) Socket seeks treatment that is beyond parity.**

8 **Q. BEYOND THE ABOVE DISCUSSION, WHAT IS THE FIRST ADDITIONAL**
9 **REASON THE COMMISSION SHOULD REJECT SOCKET'S DEMANDS?**

10 A. In its language, Socket demands, but is not entitled to, special treatment above and
11 beyond what CenturyTel does for itself or for any other CLEC. Socket's proposed
12 language would require CenturyTel to assign and designate a special, unique project
13 coordinator to run the Socket project from beginning to end but CenturyTel does not do
14 this for itself, for its retail customers or for its other wholesale customers. Instead, as
15 each project arises, CenturyTel selects appropriate project personnel from an available
16 team of subject matter experts. These personnel coordinate network projects within
17 individual areas of expertise and with an escalation capability in each area to address
18 unforeseen issues. Perhaps due to its excessive reliance on contract language that it has
19 with AT&T Missouri, Socket demands special, super-parity treatment by, for example,
20 requiring project coordination mirroring that purportedly provided by AT&T Missouri.
21 That AT&T Missouri may have certain capabilities or offers certain services is irrelevant
22 here, as will be explained more fully later in my testimony and in the testimony of
23 Dr. Avera. CenturyTel's obligations under § 251(c) (2) are parity-based, meaning it must
24 provide required elements and services in a manner "that is at least equal in quality to that
25 provided . . . to itself or to any subsidiary, affiliate, or any other party to which the carrier

1 provides interconnection." Neither the Telecom Act nor any FCC order requires
2 CenturyTel to satisfy its statutory obligations in a manner "that is at least equal in quality
3 to that provided" by AT&T Missouri or any other RBOC. CenturyTel must provide
4 elements, services, and functionalities on a parity basis and that is what CenturyTel
5 proposes with its contract language, thereby fulfilling its parity obligations. Socket's
6 demands are clearly for special, superior treatment.

7 **(b) Socket attempts to impose inapplicable AT&T-based commitments on**
8 **CenturyTel.**

9 **Q, WHAT IS THE SECOND ADDITIONAL REASON THE COMMISSION**
10 **SHOULD REJECT SOCKET'S DEMANDS?**

11 A. In addition to Socket's demand for treatment that is better than parity, Socket also
12 inappropriately relies on what appear to be AT&T-oriented commitments and
13 obligations.

14 **Q, WHY IS IT INAPPROPRIATE TO IMPOSE THOSE AT&T MISSOURI-BASED**
15 **OBLIGATIONS OR COMMITMENTS?**

16 A. Independent of the parity issue, Socket's attempt to impose AT&T Missouri-oriented
17 obligations on CenturyTel is improper and must not be granted. CenturyTel is not AT&T
18 Missouri and the Commission should not adopt contract language as if it were. Socket,
19 for example, presumes that CenturyTel has an AT&T-like organization, structure and
20 type of trained personnel. In fact, that is not the case. CenturyTel does not have
21 personnel currently in place to support Socket's or any other carrier's request for an end-
22 to-end project coordinator. Indeed, business circumstances and a number of industry-
23 specific factors recently forced CenturyTel to lay off 275 employees, which is
24 approximately 4% of its workforce. CenturyTel is not AT&T and does not have AT&T's
25 resources, nor presumably does Socket have the level of business in CenturyTel territory

1 that it does in AT&T territory. Instead, CenturyTel is a non-RBOC ILEC serving
2 relatively smaller communities in Missouri. In summation, CenturyTel is much smaller
3 than AT&T, operates on a different size and scale, operates a substantially different
4 network, has different economies of scale and scope, serves geographic areas with much
5 less population density, and has fundamentally different operations, procedures,
6 mechanisms, and capabilities. On this point, Dr. Avera's testimony is unequivocal that
7 the critical and fundamental differences between CenturyTel and other RBOCs like
8 AT&T Missouri, from both a regulatory and an economic perspective, require that
9 CenturyTel be treated differently.

10 This proceeding is about developing an interconnection agreement for Socket and
11 CenturyTel, it is not about replacing the M2A for AT&T. Socket is improperly trying to
12 compel CenturyTel to mirror AT&T's operations and offerings. That the Commission
13 may have approved language as to AT&T in an entirely different context is irrelevant to
14 resolution of this dispute between Socket and CenturyTel.

15 **Q. AS OPPOSED TO AT&T MISSOURI, WOULD SOCKET'S PROPOSAL CAUSE**
16 **CENTURYTEL ANY UNDUE BURDEN?**

17 A. Absolutely. Requiring dedicated, unbundled staff to uniquely tend to Socket projects, for
18 example, imposes an extreme burden on CenturyTel in terms of both staffing and
19 financial resources. Socket's demands, moreover, impose undue economic burdens.

20 **(c) Socket's demands are economically infeasible/unreasonable.**

21 **Q. ARE YOU SUGGESTING THAT ECONOMIC FEASIBILITY IS THE THIRD**
22 **REASON THE COMMISSION SHOULD REJECT SOCKET'S**
23 **INTERCONNECTION METHODS DEMANDS IN ISSUE 5(A)?**

24 A. Yes. While Socket's demands may be technically feasible (CenturyTel can, at a
25 substantial cost and burden, provide the dedicated personnel, detailed technical

1 information, and facilities), they are unreasonable and infeasible from an economic
2 perspective.

3 **Q. PLEASE EXPLAIN HOW SOCKET'S DEMANDS ARE NOT ECONOMICALLY**
4 **FEASIBLE.**

5 A. Certainly. The potentially substantial capital and expense outlay required to
6 accommodate Socket's demands for a dedicated coordinator and for the installation of
7 facilities without limitation, for example, would render satisfying those demands
8 economically infeasible. Not to mention the substantial time and expense that it would
9 necessarily take to establish new procedures to suit Socket's unique requests. And
10 because other CLECs may adopt the interconnection agreement resulting from this
11 proceeding, CenturyTel would effectively be obligated to incur these burdens with
12 respect to every adopting CLEC in Missouri, no matter how small that CLEC and its
13 business may be. Providing a trained, dedicated coordinator for Socket's benefit, for
14 example, could cost CenturyTel as much as \$60-70,000 per year in weighted personnel
15 costs and the same amount for each other adopting CLEC. Meeting the unlimited
16 facilities obligations that Socket wants to impose is an order of magnitude even higher.
17 Socket's demands are excessive and fail to incorporate any mechanism for CenturyTel
18 cost recovery or even reasonable up front cost control/limitation.

19 **(d) Socket demands excessive, unlimited technical information that is not**
20 **necessary or appropriate.**

21 **Q. PLEASE EXPLAIN THE FOURTH REASON THE COMMISSION SHOULD**
22 **REJECT SOCKET'S DEMANDS.**

23 A. In its proposed contract language, Socket unreasonably demands that CenturyTel provide
24 excessive, detailed technical information that is neither necessary for Socket to establish
25 interconnection nor is appropriate under the law. Independent of the burdens associated

1 with providing that information, as well as concerns with releasing this sensitive material,
2 Socket is not entitled to the unlimited scope of information demanded.

3 **Q, CAN YOU SUMMARIZE SOCKET'S REQUEST FOR NETWORK**
4 **INFORMATION?**

5 A. Yes. In addition to the concerns that I have previously related, Socket's proposed
6 contract language is overly broad, ambiguous, fails to specify the scope of information at
7 issue, and would impose obligations on CenturyTel far beyond anything required by the
8 Telecom Act. In particular, in its proposed section 2.3, Socket includes a very broad
9 obligation to provide, without any apparent limitation, "technical information about
10 CenturyTel's network facilities in sufficient detail to allow Socket to achieve
11 interconnection." As written, the language implies that Socket can request all manner of
12 detailed network information, including proprietary information, and unilaterally
13 determine if the provided information is sufficient, leaving CenturyTel obligated to
14 provide further unlimited information if Socket thinks the information initially provided
15 is not sufficient. Socket's language far exceeds CenturyTel's obligation under 47 CFR,
16 Part 51.305 and 321, as well as the First Report and Order. Not surprisingly, Socket also
17 ignores the Part 51.305 obligation that Socket has to compensate CenturyTel for efforts
18 on Socket's behalf just as CenturyTel bears costs for the exact same efforts done on its
19 own behalf. In addition, the ambiguity concerning the scope of information subject to the
20 contract provision could lead to future disputes between the parties as to what
21 information and what level of detail CenturyTel is obligated to provide. Socket's
22 network information proposal, accordingly, is problematic on several levels, including:
23 (a) unlimited in scope, (b) Socket unilaterally determines whether provided information is
24 "sufficient," (c) language ambiguity gives rise to future disputes before the Commission,

1 and (d) Socket provides no mechanism for CenturyTel cost recovery (which alone
2 mandates rejection of the Socket language).

3 **Q, BUT DOESN'T CENTURYTEL HAVE AN OBLIGATION TO PROVIDE**
4 **NETWORK INFORMATION TO SOCKET FOR INTERCONNECTION**
5 **PURPOSES?**

6 A. Yes, of course. As I understand it, the obligation is defined in 47 CFR § 51.305(g): "An
7 incumbent LEC shall provide to a requesting telecommunications carrier technical
8 information about the incumbent LEC's network facilities sufficient to allow the
9 requesting carrier to achieve interconnection consistent with the requirements of this
10 section." This language implies that the ILEC will determine what is sufficient
11 information in accordance with the specific requirements that are set forth in applicable
12 law. Sufficient technical information is not, contrary to Socket's proposal, unlimited
13 technical information. Instead of reproducing this citation verbatim, Socket has cleverly
14 rearranged the words to give it an implication that does not exist in the original (i.e., that
15 Socket makes the unilateral determination of how much information is sufficient).
16 Further, Socket's language ignores the FCC's clarification in Paragraph 205 of the First
17 Report and Order that "incumbent LECs have a duty to make available to requesting
18 carriers *general information* indicating the *location and technical characteristics* of
19 incumbent LEC network facilities." (Emphasis added.) This clarification not only limits
20 the required information to that which is general in nature but also to only the location
21 and technical characteristics of facilities. This is in contrast to a current data request from
22 Socket which requires CenturyTel to identify the provider of leased facilities, the routes
23 of these leased facilities and the size of these facilities. None of the requested
24 information is necessary for Socket's interconnection needs. In short, Socket's
25 determination of "sufficient information" exceeds that of applicable law.

1 For obvious reasons, including network integrity, safety, and security, CenturyTel
2 does not release unlimited information about network capacity or facilities to a customer
3 or competitor. Tellingly, Socket cites no authority or analysis supporting its demands for
4 unspecified, wide ranging information. Also, much of CenturyTel's interswitch network
5 does consist of leased facilities. CenturyTel would not know what capacity is available
6 for future use or what external requests have been made for the leased facility.
7 Moreover, CenturyTel is not in a position to provide detailed information pertaining to
8 those leased facilities that belong to another carrier and, in fact, is prohibited from doing
9 so pursuant to contractual confidentiality clauses.

10 Finally, Socket's language does not reflect the engineering realities of a network
11 where capacity availability at any given point in time does not guarantee capacity
12 availability at a later date when a CLEC actually places an order. Normal circuit orders
13 that will impact capacity are worked all the time.

14 (e) **Socket's demand for unilateral decision-making as to interconnection**
15 **facilities is unreasonable and economically infeasible.**

16 **Q. PLEASE EXPLAIN THE FIFTH REASON THE COMMISSION SHOULD DENY**
17 **SOCKET'S PROPOSED CONTRACT LANGUAGE FOR ISSUE 5(A).**

18 A. Similar to its proposal with respect to network information, Socket would retain
19 unilateral decision-making authority and demands the unlimited ability to order
20 interconnection facilities without any showing of necessity or propriety. Under that
21 proposal, CenturyTel has no choice but to provision whatever interconnection facilities
22 Socket requests (any disputes cannot be raised until after the facilities are actually
23 provisioned). Socket's demand in this respect is unreasonable and economically
24 infeasible, imposing onerous network and cost burdens on CenturyTel.

1 **Q. WHAT IS SOCKET'S POSITION REGARDING THE PROVISIONING OF**
2 **INTERCONNECTION FACILITIES?**

3 A. Socket's proposed language in sections 2.5.1 and 2.5.2 would give Socket the unilateral
4 right to determine the need and the size of all facilities without CenturyTel's concurrence
5 or input. Basically, Socket would be allowed to order interconnection facilities without
6 any limitation and CenturyTel would be required in every instance to provision the
7 facilities before any formal opportunity to provide input or object to the requested
8 facilities.

9 **Q. IS IT REASONABLE FOR CENTURYTEL TO DELAY OR REFUSE TO**
10 **PROCESS SOCKET REQUESTS FOR INTERCONNECTION FACILITIES**
11 **THAT ARE NOT JUSTIFIED BY ANY DEMAND STUDY OR VALID**
12 **PROJECTIONS?**

13 A. Yes, of course it is. Socket's proposed language fails to recognize engineering and
14 network realities. First, as drafted Socket's proposed language is overly broad and
15 unduly burdensome, failing to provide CenturyTel with adequate protection against
16 requests that may jeopardize network integrity or result in customer-affecting facilities-
17 exhaust. For example, CenturyTel had a situation in rural Missouri approximately a year
18 ago in which a CLEC requested 800 additional unforecasted trunks. Providing such a
19 quantity in a rural area is problematic enough in itself, but the requested routing to a third
20 party tandem would also have resulted in consumer EAS and toll calls getting blocked
21 due to tandem traffic handing limitations. Second, the contract language ignores that
22 CenturyTel itself may have legitimate existing demand need for the facilities.
23 CenturyTel, after all, must manage its network to serve both its retail and its wholesale
24 customers. As such, it should be entitled to request and review traffic studies to validate
25 need and manage its operations. Socket's demand, accordingly, unnecessarily and
26 inappropriately interferes with CenturyTel's management and operation of its network for

1 all customers alike, both retail and wholesale. Socket fails to offer any compelling reason
2 for vesting it with unilateral authority to require provisioning facilities for it to the
3 detriment and at the expense of service to others.

4 Also, because other CLECs may adopt the interconnection agreement resulting
5 from this proceeding, CenturyTel would effectively be obligated to tie up or build
6 facilities for all adopting CLECs regardless of the CLECs' actual traffic need. Socket's
7 language, therefore, could impose substantial personnel and network costs upwards of
8 several hundred thousands of dollars per year for Socket and several millions of dollars
9 per year for all adopting CLECs, not to mention operational and customer-affecting
10 issues with the network itself due to the CLECs' requests. Taken to its logical
11 conclusion, adoption of Socket's language could result in a CenturyTel obligation to
12 provide all requested interconnection facilities to all requesting CLECs regardless of
13 need, propriety, impact on the network, and detrimental impact to other users of the
14 network. Socket fails to recognize the network realities underlying CenturyTel's
15 proposals and the significant harm its demands may impose.

16 **Q. YOU SAY SOCKET'S DEMANDS COULD IMPOSE COSTS ON CENTURYTEL**
17 **OF SEVERAL HUNDRED THOUSANDS OF DOLLARS PER YEAR FOR**
18 **SOCKET ALONE AND SEVERAL MILLIONS OF DOLLARS PER YEAR FOR**
19 **ALL ADOPTING CLECS. CAN YOU PROVIDE A MORE PRECISE**
20 **ESTIMATE?**

21 **A.** Unfortunately, no. While it is a virtual certainty that CenturyTel would be subject to
22 such exorbitant costs under Socket's proposal, there is no way to be more specific
23 without actual facilities orders. To arrive at the estimate, CenturyTel looked at similar
24 situations where CLECs have requested facilities that are not needed or have been
25 stranded due to a CLEC not meeting its business plan forecasts and extrapolated that
26 data. Independent of the negative ramifications on the network and its

1 management/operation, complying with the language Socket proposes would
2 undoubtedly be extremely costly for CenturyTel.

3 **Q. DOES THIS COST SAY ANYTHING ABOUT THE ECONOMIC FEASIBILITY**
4 **OF SOCKET'S PROPOSED TERMS?**

5 A. Yes. Hundreds of thousands to millions of dollars per year in potential new costs does
6 not pass any reasonable economic feasibility sanity test. This is especially true when one
7 considers the ease with which those costs may be avoided—by requiring mutual
8 discussion and coordination up front regarding anticipated traffic and facilities
9 requirements. And in addition to the economic feasibility concern, I believe there may be
10 an anti-competitive element to these terms as well.

11 **Q. WHAT DO YOU MEAN?**

12 A. If the Commission adopts Socket's terms, Socket and other MFNing CLECs would
13 recognize that CenturyTel must provide all requested interconnection facilities to all
14 requesting CLECs regardless of need, propriety, impact on the network, and detrimental
15 impact to other users of the network, and that CenturyTel would incur several hundred
16 thousands to several millions of dollars per year in new costs. Knowing that, there may
17 be an incentive for competitors to make such unnecessary requests of CenturyTel in order
18 to gain a competitive advantage by degrading CenturyTel's service and consuming its
19 capital to the exclusion of capital expenditures focused on its own customers. Allowing
20 competitors to have a unilateral ability to materially degrade a company's quality of
21 service and to inflict costs all for personal competitive gain is anti-competitive.

22 **Q. IS THERE NO IMPACT TO SOCKET OR OTHER COMPETITORS IF SUCH**
23 **UNNECESSARY REQUESTS WERE MADE? WOULD THEY NOT INCUR**
24 **COSTS AS WELL?**

1 A. Not under Socket's proposed language. And not in a situation where each party is
2 responsible for its own costs to the POI and where there are no checks and balances to
3 ensure that the facilities are justified and that the other party is, in fact, actually
4 provisioning mirroring facilities of its own. CenturyTel could be obligated to provide or
5 build facilities to a POI and there is nothing in Socket's proposed terms to compel the
6 requesting CLEC to also incur any costs to provision matching facilities.

7 **Q. WHAT ABOUT THE PROVISION OF ARTICLE III, § 12.6 WHICH ALLOWS**
8 **CENTURYTEL TO ASSESS A STRANDED PLANT OR DISCONTINUED**
9 **SERVICE ORDER CHARGE FOR CAPACITY FORECASTED AND ORDERED**
10 **BY SOCKET, BUT THEN NOT USED BY SOCKET?**

11 A. I don't believe that provision would mitigate the anticompetitive potential of Socket's
12 proposed language. Section 12.6 does state that CenturyTel must be able to demonstrate
13 that it built the plant based on Socket's order as well as demonstrate the charge is based
14 upon costs incurred as a result of Socket order. What 12.6 does not say is what time
15 frame Socket has to actually put the facility to use before CenturyTel can declare it to be
16 stranded. Socket can claim that it is "in the process of developing traffic to put on the
17 facility" or that it "has plans to roll out services in the market but could not do so until the
18 facility was in place." While I have no knowledge of Socket making such specific claims
19 in the past, other CLECs have made such claims to me regarding their interconnection
20 facilities. So right away, a dispute arises and CenturyTel must incur even more costs by
21 filing a complaint with the commission and following through the complaint process.
22 Again, with no specific standard to use in the determination of stranding, CenturyTel has
23 no guaranteed successful outcome in a stranding complaint and Socket or any other
24 CLEC or CLECs could run up huge interconnection costs CenturyTel without incurring
25 like costs on their side of the POI.

1 **Q. ARE YOU AWARE OF ANY PRECEDENT WHERE OTHER ILECS**
2 **LEGITIMATELY DENIED REQUESTED CLEC INTERCONNECTION**
3 **FACILITIES?**

4 A. Yes, an RBOC denied several facilities orders that I placed when I worked for a CLEC.

5 **Q. CAN YOU RELATE THE CIRCUMSTANCES OF THOSE ORDERS AND THE**
6 **DENIALS?**

7 A. Certainly. As I earlier testified, prior to joining CenturyTel, I held a wholesale marketing
8 position with Intermedia Communications. In that position, I was responsible for the ISP
9 market and for products such as PRIs that were purchased by ISPs. As Intermedia
10 completed and implemented its annual revenue budgets, orders were placed with RBOCs
11 such as BellSouth and SBC for interconnection facilities to equal the PRI forecasts for
12 specific local markets. Several times during my employment with Intermedia, an RBOC
13 would deny the order, stating that Intermedia had not yet used the existing capacity nor
14 had any fill rate projection to use the capacity within six months to a year.

15 **Q. SO HOW DID YOU ADDRESS THESE SITUATIONS?**

16 A. Because the ILEC denied the orders and Intermedia could not justify the additional
17 facilities based on anything other than sales projections, we negotiated with the ILEC for
18 Intermedia to monitor the fill rate growth of the existing facilities with the ILEC's
19 commitment to implement the additional facilities request once the existing facilities
20 either reached an 80% fill rate or a steady fill rate growth curve demonstrated that the
21 existing facilities would be filled within six months.

22 **Q. WAS THIS A REASONABLE COMPROMISE?**

23 A. Yes, to the extent that it protected the ILEC from unnecessary costs and from facilities
24 exhaust and provided Intermedia with any needed capacity in ample time to meet actual
25 traffic demand, it was a reasonable solution for both parties.

1 **Q. ARE THERE NO CIRCUMSTANCES UNDER WHICH SOCKET CAN OBTAIN**
2 **FACILITIES IF CENTURYTEL DOES NOT AGREE THE FACILITIES ARE**
3 **JUSTIFIED?**

4 A. Of course there are circumstances. Despite the problems that I have illustrated, as long as
5 Socket pays for any requested unjustified capacity, including any construction costs
6 needed to augment facilities for Socket's sole benefit, then CenturyTel will provide the
7 facilities. Section 252(d)(1), requires a CLEC to bear the cost of that interconnection,
8 including a reasonable profit. Pursuant to that provision of law, CenturyTel has no
9 obligation to provide or construct facilities without adequate compensation and should
10 not be required to do so under circumstances that may critically impair network
11 management and operation.

12 **Q. YOU SAY SOCKET SHOULD PAY FOR THE FACILITIES THEN**
13 **MENTIONED CONSTRUCTION COSTS. WHAT ABOUT RECURRING**
14 **COSTS?**

15 A. Socket should pay for all costs associated with unjustified facilities, both recurring and
16 non-recurring. In other words, Socket can purchase any unjustified facilities that it wants
17 without question pursuant to an order for tariffed services. If Socket actually begins to
18 fill these facilities with traffic at some future point, then the facilities can readily be
19 converted from tariffed services to interconnection facilities and whatever terms apply to
20 interconnection facility costs will begin to take effect. In this manner, Socket can
21 immediately obtain its desired facilities while CenturyTel simultaneously avoids the
22 substantial cost and network implications associated with providing unjustified
23 interconnection facilities.

24 **Q. IS THERE ANY PRECEDENT IN MISSOURI FOR THIS TYPE OF**
25 **APPROACH?**

1 A. Yes. A few years ago, there was another CLEC in Missouri with a business model
2 similar to that stated by Socket (i.e., an ISP moving to a CLEC serving ISPs moving to a
3 CLEC that would provide local service). This CLEC required interconnection facilities
4 from CenturyTel. Then the CLEC came back a year later with a request for a massive
5 increase in interconnection facilities, requesting approximately 800 trunks in just one
6 location as I recall. Investigation proved that the original facilities were never used for
7 the provision of telecommunication service to the public for a fee as defined by Federal
8 regulation. The facilities were solely used for the provision of the so-called CLEC's own
9 Internet service. CenturyTel informed this ISP CLEC that until the original facilities
10 were actually used for Section 251 telecommunications traffic, CenturyTel could not
11 install more facilities at its own cost. Since the ISP CLEC admitted that it had no current
12 public telecommunications offering but was "planning to have one," the ISP CLEC was
13 offered the option of buying dedicated facilities out of the tariff for its ISP business and
14 CenturyTel would convert these as needed to interconnection facilities once the CLEC
15 actually started providing local telecommunications service to the public. The CLEC did
16 agree to purchase the requested facilities under the terms of the applicable tariff.

17 **Q. WAS THAT REASONABLE AND SUPPORTED BY APPLICABLE LAW?**

18 A. Yes. Although I am not a lawyer, based on my understanding, applicable law does not
19 permit interconnection to be obtained for the sole purpose of providing ISP service. First,
20 Part 51.305(b) prohibits the use of interconnection solely for the purpose of originating or
21 terminating a carrier's own interexchange service. ISP traffic is, of course, interexchange
22 in nature pursuant to the FCC's finding in its ISP Remand Order. Also, in the 51.5
23 definition of a telecommunications carrier it states that the definition includes providers
24 "to the extent they are acting as telecommunications carriers, companies that provide

1 both telecommunications and information services.” Taken in the context of the
2 definition’s appearance in Part 51, this means that if a provider is not offering
3 telecommunications services but only information (i.e. ISP) services, the provider is not
4 entitled to interconnection. I would stipulate that this also reasonably means that a
5 provider could offer both types of services and get interconnection for
6 the telecommunications services that are an input to the Internet access services, so long
7 as those services are offered on a common carrier basis. In addition, merely providing
8 telecommunications services in one market is no basis for obtaining interconnection for
9 non-telecommunications services in another market. Socket is not permitted under law
10 to obtain "interconnection" in lieu of special or switched access or their substitutes for
11 use in markets where Socket does not provide common carriage services (the "substitute"
12 is an ESP Exemption business retail service, such as a PRI).

13 **Q. SO A CLEC SHOULD PROVIDE TELECOMMUNICATIONS SERVICES IN A**
14 **MARKET BEFORE OR AT LEAST SIMULTANEOUSLY WITH THE**
15 **PROVISION OF ISP SERVICES IN ORDER TO QUALIFY FOR**
16 **INTERCONNECTION?**

17 A. Yes, that is what the definitions and regulations in Part 51 appear to say.

18 **Q. IS THERE ANY OTHER REASON WHY SOCKET SHOULD NOT BE**
19 **GRANTED THE UNILATERAL RIGHT TO DETERMINE THE NEED AND**
20 **THE SIZE OF ALL FACILITIES WITHOUT CENTURYTEL’S**
21 **CONCURRENCE OR INPUT?**

22 A. Yes. In making its demands, Socket also ignores the relevant FCC finding in paragraph
23 203 of the First Report and Order: “We also conclude, however, that legitimate threats to
24 network reliability and security must be considered in evaluating the technical feasibility
25 of interconnection or access to incumbent LEC networks. Negative network reliability
26 effects are necessarily contrary to a finding of technical feasibility. Each carrier must be
27 able to retain responsibility for the management, control, and performance of its own

1 network.“ The FCC’s guidance there speaks directly to critical concerns raised by
2 Socket’s proposed language.

3 **Q. WITH RESPECT TO THE PARTIES’ COMPETING LANGUAGE PROPOSALS**
4 **IN ISSUE 5(A), WHY IS CENTURYTEL’S PROPOSAL MORE REASONABLE**
5 **THAN SOCKET’S?**

6 A. Instead of erecting cumbersome and rigid detailed processes, CenturyTel proposes simple
7 and straightforward contract language essentially stating that the Parties will follow
8 industry standard guidelines, that CenturyTel will provide Socket with necessary
9 technical information to facilitate interconnection, and that the parties will collaboratively
10 work together with respect to provisioning and deployment of appropriate facilities. In
11 each respect, CenturyTel’s proposal is reasonable, completely satisfies its obligations
12 under the Telecom Act, and accommodates Socket’s legitimate interconnection-related
13 needs.

14 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS DISPUTE?**

15 A. Looking at the implications of Socket’s demands vis-à-vis CenturyTel’s reasonable
16 proposal that is consistent with its statutory and regulatory obligations, as well as critical
17 operational concerns, it becomes readily apparent that the Commission should adopt
18 CenturyTel’s proposed contract language and reject Socket’s demands.

19 **ISSUE 7- Which party’s language should be adopted regarding**
20 **network interconnection?**

21 **Q. WITH RESPECT TO THE PARTIES’ DISPUTES IN ISSUE 7, ARE YOU**
22 **ADDRESSING ALL ASPECTS OF ALL ISSUES THAT REMAIN IN DISPUTE**
23 **BETWEEN THE PARTIES?**

24 A. No, I am not. CenturyTel witness Cal Simshaw is providing detailed testimony
25 discussing the parties’ specific disputes relating to Socket’s POI demands and explaining

1 CenturyTel's proposals in that respect. I am testifying on two non-POI issues related to
2 Socket's proposed language?

3 **Q. WHICH IS THE FIRST ISSUE THAT YOU ARE ADDRESSING?**

4 A. I am addressing Socket's proposed language in 6.2.

5 **Q. WHAT IS THE GIST OF SOCKET'S PROPOSED LANGUAGE IN 6.2?**

6 A. Socket proposes language essentially subjecting the routing and exchange of 911 traffic
7 to the terms of Article V and treating it as an interconnection service that is covered by
8 this section as well as by Article XI.

9 **Q. WHY IS THIS A PROBLEM?**

10 A. There are several reasons why Socket's proposed language is inappropriate. First, of
11 course, the exchange and routing of 911 traffic between the parties is not an
12 interconnection service. Rather, 911 is a separate transport service that CenturyTel
13 provides on behalf of specific Missouri Counties. Socket's end users do not exchange
14 calls with CenturyTel but rather their 911 calls are directed to the appropriate County
15 PSAP over specific 911 trunks established for that exclusive purpose. CenturyTel only
16 provides transport to the PSAPs and related database services pursuant to direction from
17 the Counties. It would, therefore, be improper to attempt to transform 911 traffic into
18 interconnection services subject to the many and varied provisions of Article V. Second,
19 from a practical and operational standpoint, Socket's proposal may create undue
20 problems with respect to managing the parties' relationship. Since 911 traffic is subject
21 to the agreed-to provisions of Article XI, making that traffic separately subject to Article
22 V provisions is a recipe for confusion, ambiguity and dispute.

23 **Q. WHAT IS IN ARTICLE XI?**

1 A. Generally, Article XI is specifically dedicated to 911 and includes all terms specific to
2 911 including the pricing of facilities. As such, It is inappropriate to reference Article V
3 terms as also applicable to 911. This establishes a potential for future dispute between
4 the parties based upon conflicting applicable terms.

5 **Q. IS ARTICLE XI IN DISPUTE?**

6 A. No. I understand the parties have completely agreed to all provisions in Article XI.

7 **Q. WHAT LANGUAGE SHOULD APPEAR IN ARTICLE V FOR THIS DISPUTE?**

8 A. Especially in light of the parties' complete agreement on all terms relating to 911 in
9 Article XI, Article V should remain silent on 911. Alternatively, it would be acceptable
10 to simply state that the terms for 911 are contained in Article XI.

11 **Q. DO YOU HAVE ANY OTHER CONCERN WITH SOCKET'S PROPOSED**
12 **LANGUAGE IN THE SECTIONS COVERED BY ISSUE 7?**

13 A. Yes. Socket's proposed language in Section 6 is unnecessary and potentially problematic
14 in terms of undue specificity that is better left to the parties' ongoing discussions and
15 which may preclude inherently necessary flexibility in network operations and
16 management. Socket's proposal, unlike CenturyTel's, inappropriately attempts to dictate
17 the actual technical aspects of interconnection that are best left to a joint meeting between
18 the parties where actual network and physical parameters specific to a location are
19 evaluated. Socket's inserted technical aspects may not be possible or appropriate in all
20 locations and may present operational and practical difficulties. For example, Socket's
21 language establishes POIs with such great specificity that there is no ability to adapt the
22 POI location to specific technical and geographic differences between separate
23 CenturyTel offices and facilities. CenturyTel proposes similar language in 4.1 that should
24 address Socket's concerns.

1 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS DISPUTE?**

2 A. Looking at the potential for future dispute and the inflexibility of Socket's demands vis-
3 à-vis CenturyTel's reasonable proposal that is consistent with its statutory and regulatory
4 obligations, as well as critical operational concerns, the Commission should adopt
5 CenturyTel's proposed network interconnection contract language and reject Socket's
6 demands.

7 **ISSUE 8- Which party's language should be adopted regarding**
8 **indirect interconnection?**

9 **Q. WHAT IS THE PARTIES' DISPUTE IN ISSUE 8?**

10 A. Basically, the dispute concerns whether Socket should have the ubiquitous, unilateral
11 authority to establish indirect interconnection with CenturyTel without any limitation or
12 conditions. While CenturyTel acknowledges Socket's right and ability to interconnect
13 indirectly, the decision to establish indirect interconnection should be a coordinated one
14 involving both parties and there should be contractual provisions requiring the
15 establishment of direct interconnection when it becomes economically advisable to do so.
16 With its proposed language, CenturyTel simply seeks a cooperative endeavor in creating
17 the interconnection arrangement and some limitation on Socket's unilateral authority.

18 **Q. WHAT IS INDIRECT INTERCONNECTION?**

19 A. Direct interconnection is the linking of both carriers' networks directly to each other for
20 the mutual exchange of Section 251(b) (5) traffic with no intermediary. Indirect
21 interconnection, on the other hand, is the linking of the two carriers through a third party
22 carrier.

23 There are a number of key points to be understood regarding indirect
24 interconnection.

- 1 • Indirect interconnection involves a third party carrier acting as a transit provider
2 between the two interconnecting parties.
- 3 • None of the Section 251(b) (5) traffic between the two interconnecting carriers
4 originates or terminates on the transit carrier's network.
- 5 • Any reciprocal compensation charges for terminating Section 251(b) (5) traffic
6 between the two interconnecting carriers is paid by the originating carrier, not the
7 transiting carrier providing the transit service for indirect interconnection between
8 the two parties.
- 9 • A carrier may interconnect indirectly provided that carrier can find a third party
10 willing to provide such transit.
- 11 • There is no regulatory obligation on the part of any carrier to provide third party
12 transit on behalf of another carrier.
- 13 • Any transit agreement should be mutually negotiated.

14 **Q. PLEASE EXPLAIN IN GENERAL TERMS WHEN IT IS ADVISABLE FOR**
15 **CARRIERS TO ESTABLISH INDIRECT INTERCONNECTION RATHER**
16 **THAN DIRECT INTERCONNECTION.**

17 A. The primary reason for carriers to consider indirect interconnection is when the volume
18 of the traffic to be exchanged between them is de minimis and does not warrant direct
19 interconnection. In other words, the cost of the transiting fees paid to the third party
20 carrier are less than the cost of a direct facility. Typically this is at the DS-1 level of
21 traffic or less.

22 **Q. WHY WOULD A CLEC DESIRE INDIRECT INTERCONNECTION IF THE**
23 **TRAFFIC IS AT A VOLUME GREATER THAN DS- 1?**

24 A. Generally, a CLEC would not desire indirect interconnection if its own traffic is at a DS-
25 1 level or greater. Simple cost economics would dictate that decision. Typically when a
26 CLEC refuses direct connection it is because the CLEC's share of the traffic is low
27 enough that the CLEC does not want to incur any costs for its share of a direct
28 interconnection. This occurs primarily with ISPs that have CLEC status or with CLECs
29 that only serve ISPS. In such a case, the traffic is one-way from the ILEC to the CLEC

1 so the CLEC has no economic incentive to implement direct interconnection and every
2 competitive incentive to force the ILEC to incur unnecessary costs.

3 **Q. DOES CENTURYTEL OPPOSE INDIRECT INTERCONNECTION?**

4 A. Not at all. Contrary to Socket's apparent assumption, CenturyTel does not propose
5 refusing or "restricting" indirect interconnection. Precisely to the contrary, CenturyTel
6 actually favors indirect interconnection unless there is sufficient traffic volume to justify
7 direct interconnection. As I just testified, once the parties exchange traffic in the
8 neighborhood of a DS-1 level of traffic, economics and network concerns justify
9 establishing direct interconnection between the carriers. CenturyTel recognizes that the
10 CLEC may choose direct or indirect interconnection under the Act. Instead of precluding
11 indirect interconnection, however, CenturyTel's proposal simply follows the industry
12 norm and provides for direct interconnection when it is to both parties' economic
13 advantage to do so. As I previously related, at the DS-1 level of traffic, the cost of the
14 facility becomes less than the cost of paying third party transiting fees.

15 Problematically, however, Socket's approach would give it the unilateral ability to
16 refuse direct connection even when such an approach would make economic sense for
17 CenturyTel and when CenturyTel is willing to bear those costs. A prior study of a similar
18 type of CLEC showed a potential of \$40,000 per month, almost a half million dollars per
19 year, in transiting costs to CenturyTel for each LATA-wide indirect connection to a
20 single ISP-CLEC. Rather than opposing indirect interconnection as Socket asserts,
21 CenturyTel merely wants to retain the ability to establish direct interconnection when it
22 becomes appropriate to do so. Socket should not retain the unilateral authority to
23 effectively veto a direct interconnection arrangement. In short, Socket's concerns are

misguided, and CenturyTel's proposed language is not only consistent with the law, but also best serves public policy and economic considerations.

Q. ARE THERE ANY OTHER PROBLEMS WITH SOCKET'S INDIRECT INTERCONNECTION LANGUAGE?

A. Yes, viewing Socket's unrestricted language in context with its other proposed terms, it becomes apparent that Socket is attempting to unduly expand the scope of the parties' agreement beyond the exchange of local traffic. Interconnection agreements under Sections 251 and 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous of its proposed provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act, and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 agreements, of course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on non-local traffic.

For example, Socket's attempt in Article II to include local and non-local in the definition of "indirect" traffic, and its failure to separate the two types of traffic here, suggests an attempt, inconsistent with the Telecom Act, to supplant access arrangements. Indirect connections can be used for local and indirect connections can be used for non-local, but the traffic must be separated and/or identified and jurisdictionalized to permit appropriate recovery of costs pursuant to access tariffs.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. The Commission should reject Socket's demand for unilateral authority to dictate the terms and manner of interconnection. CenturyTel's proposal, on the other hand, recognizes the right to interconnect directly or indirectly, but provides that the parties will jointly determine the propriety of indirect interconnection. As such, CenturyTel's

1 proposed contract language is eminently reasonable, is consistent with applicable law,
2 and should be adopted by the Commission.

3 **ISSUE 11- What are the appropriate rates, terms and conditions for**
4 **compensation for transit traffic?**

5 **Q. WHAT IS TRANSIT TRAFFIC?**

6 A. Transit traffic is telecommunications traffic between originating and terminating carriers
7 that is transported between the originating and terminating carriers over the network of a
8 third party carrier. Transit traffic is neither originated nor terminated on the third party
9 carrier's network. For example, a wireless carrier may not have sufficient volume of
10 traffic between its customers and CenturyTel's customers in Potosi, Missouri to justify a
11 direct connection to the CenturyTel end office in Potosi. In this example, the wireless
12 carrier and CenturyTel would agree to exchange this de minimis traffic through AT&T
13 Missouri via the connections that CenturyTel separately has with the AT&T tandem that
14 serves the CenturyTel Potosi end office.

15 **Q. PLEASE SUMMARIZE THE PARTIES' DISPUTE REGARDING TRANSIT**
16 **TRAFFIC?**

17 A. The parties' transit traffic dispute appears to be twofold. First, whereas Socket's
18 proposed contract language requires the transit provider to handle billing issues,
19 CenturyTel proposes following the industry standard of requiring the originating carrier
20 to enter into an arrangement with the terminating carrier to bill the originating carrier for
21 termination of transit traffic. As such, the parties first dispute the appropriate
22 apportionment of compensation responsibilities. Since the originating carrier derives the
23 benefit from the transit traffic arrangement, it makes sense to hold that carrier initially
24 responsible for compensating the terminating carrier. This is why this arrangement is the
25 industry standard norm. Second, Socket apparently opposes CenturyTel's proposal that

1 the parties establish their own agreements with third-party providers. At this point, the
2 basis for Socket's opposition is unclear, but having such agreements is important to
3 ensure proper compensation, passage of CPN, and equitable apportionment of
4 responsibility.

5 **Q. WHAT CONCERNS DO YOU HAVE WITH SOCKET'S PROPOSALS FOR THE**
6 **APPROPRIATE RATES, TERMS AND CONDITIONS FOR COMPENSATION**
7 **FOR TRANSIT TRAFFIC?**

8 A. Socket's proposed contract language suffers from several deficiencies. First, Socket
9 inappropriately attempts to impose inapplicable AT&T Missouri-oriented obligations on
10 CenturyTel by proposing contract language from the successor interconnection
11 agreement to the M2A. Indeed, Socket's primary justification for its proposal in the
12 Parties' Joint DPL was that Socket's proposal "is consistent with prior Commission
13 precedent, as reflected most recently in Docket No. TO-2005-0336." As explained above
14 and addressed in more detail below in my testimony, not only is that not a sufficient
15 justification, but given the many substantial and critical differences between AT&T and
16 CenturyTel, relying so heavily on AT&T-oriented provisions renders those provisions
17 suspect here. Without establishing their applicability to CenturyTel, which Socket never
18 endeavors to do, the Commission should disregard AT&T-specific provisions proffered
19 by Socket. Second, Socket ignores FCC precedent providing that the transiting carrier
20 may bill the terminating carrier, and the terminating carrier may bill the originating
21 carrier for any transiting charges it had to pay. This compensation structure, which
22 CenturyTel proposes, provides appropriate incentives for the parties to enter into direct
23 interconnection arrangements where it is economically sensible for them to do so.
24 CenturyTel's proposal best comports with prevailing law, as well as the operational and
25 economic realities of transiting arrangements.

1 **Q. CAN YOU PROVIDE FURTHER EXPLANATION OF THOSE OPERATIONAL**
2 **AND ECONOMIC REALITIES?**

3 A. Yes, I can. As I related in my indirect interconnection testimony, the primary reason for
4 carriers to transit traffic is when the volume of the traffic to be exchanged is de minimis
5 and does not warrant direct interconnection. In other words, the cost of the transiting fees
6 paid to the third party carrier are less than the cost of a direct facility. Typically this is at
7 the DS-1 level of traffic.

8 A CLEC would certainly not choose to transit its own traffic if the transiting cost
9 was greater than the cost of a direct DS-1 connection. However, the CLEC has no
10 incentive to permit direct connection when the transiting traffic is primarily or completely
11 one-way from the ILEC to the CLEC.

12 From an operational standpoint, there are still network considerations with
13 transiting traffic; they are just not network considerations that are specifically related to
14 the CLEC. CenturyTel, for example, obviously needs to maintain sufficient trunks to the
15 third party tandem provider to address all of the traffic that goes both to that provider and
16 to any carriers that are indirectly connected to CenturyTel via that tandem provider.
17 Complicating the matter, most RBOC tandem providers refuse to mix their traffic and
18 CLEC traffic on the same trunks and require separate trunk groups. This incrementally
19 increases CenturyTel's network costs. Finally, it is easier for arbitrage and phantom
20 traffic to occur with transiting traffic because CenturyTel has no control over the traffic
21 that is sent to it via a transiting arrangement. CLEC traffic can be sent to CenturyTel
22 without the CLEC having the required interconnection agreement with CenturyTel. And
23 because transiting trunks are local trunks, interexchange traffic can be illegally sent via
24 this method and would appear to CenturyTel as local traffic.

1 Unlike CenturyTel, AT&T likely does not share the same concerns with transit
2 traffic. Transiting is not an economic or operational issue of the same nature or
3 magnitude for AT&T. AT&T is also the tandem owner in virtually all cases within its
4 local network and would not find itself transiting any traffic to Socket beyond a de
5 minimis level. AT&T, therefore, would not care about any transiting obligations or any
6 operational issues associated with the transiting network. Hence AT&T had no incentive
7 to arbitrate this point and Socket's inappropriate language found its way in to its
8 agreement with Socket. CenturyTel, however, does have substantial financial and
9 operational reasons to care about transiting and therefore wants the transiting language in
10 the agreement to follow the industry standard norms.

11 **Q. CAN YOU SUMMARIZE THE KEY TERMS CENTURYTEL PROPOSES IN**
12 **THE TRANSITING LANGUAGE?**

13 A. Yes. The key points include the following:

- 14 - The originating Party will compensate the Tandem Party for each minute of non-
15 MCA originated Tandem switched traffic which terminates to a third party.
- 16 - The applicable rate for this charge is the Tandem Transiting charge identified in
17 the agreement.
- 18 - The originating Party assumes responsibility for compensation to the company
19 that terminates the call.
- 20 - Compensation to third parties terminating traffic on either Party's behalf shall be
21 covered by specific arrangements between the originating Party and the
22 terminating third party.
- 23 - Where the Transit Provider is sent CPN by the originating carrier, the Transit
24 Provider will send the original and true CPN to the terminating Party pursuant to
25 the Missouri Enhanced Records Exchange Rule.
- 26 - The Parties agree to enter into their own agreements with third-party providers.
- 27 - In the event that Socket sends traffic through CenturyTel's network to a third-
28 party provider with whom Socket does not have a traffic interexchange
29 agreement, then Socket agrees to indemnify CenturyTel for any termination
30 charges rendered by a third-party provider for such traffic.
- 31 - CenturyTel will not provide Tandem Transit Traffic Service for Tandem Transit
32 Traffic to be delivered to a Socket, ILEC, CMRS carrier, or other LEC, if the

1 volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1)
2 DS-1 level volume of calls.

3 - Socket shall pay CenturyTel for non-MCA Transit Service that Socket originates
4 at the rate specified, plus any additional charges or costs the receiving Socket,
5 ILEC, CMRS carrier, or other LEC imposes or levies on CenturyTel for the
6 delivery or termination of such traffic, including any Switched Exchange Access
7 charges.

8 - Consistent with the Commission's decision in Case No. TO-92-306 and Case No.
9 TO-99-483, neither party shall assess transit charges on any MCA transit traffic.

10 - The Parties agree to enter into their own agreements with third-party providers.

11 **Q. ARE THERE ANY OTHER CONCERNS WITH SOCKET'S PROPOSED**
12 **LANGUAGE?**

13 A. Yes. Here as elsewhere, rather than referencing applicable statutes, regulations or other
14 applicable law, Socket attempts to impose obligations on CenturyTel by paraphrasing the
15 legal obligations. This is problematic for at least two reasons. First, paraphrasing legal
16 obligations may result in subtle modifications that have a critical impact on the parties'
17 rights and responsibilities. Instead of inadvertently—or intentionally—modifying legal
18 obligations through paraphrase, the better contractual approach would be to simply
19 reference the obligation or include it verbatim. Second, Socket's paraphrase of legal
20 obligations is problematic because it may interfere with change of law. Applicable law
21 of regulation may change during the term of this agreement. Socket may be attempting to
22 bind CenturyTel to terms that are favorable to Socket and prevent CenturyTel from easily
23 incorporating changes of law into the agreement.

24 **Q. BUT DOESN'T APPLICABLE CHANGE OF LAW AUTOMATICALLY APPLY**
25 **TO AGREEMENTS?**

26 A. Although the contract contains change of law provisions, they are not automatically
27 applicable, instead requiring a period of negotiations, and the process may be
28 complicated. As the Commission examines this issue, it is important to take all of
29 Socket's proposed language in context. In other terms, Socket attempts to stifle the

1 incorporation of change of law by requiring the parties to reach agreement on change of
2 law terms before they can be incorporated. Socket then could draw incorporation out for
3 a lengthy time if it so chooses. This one issue is just one of many where citing law or
4 regulation better serves the intent of the later regulatory change- to both parties benefit
5 equally.

6 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS DISPUTE?**

7 A. Consistent with applicable law and the reasonable apportionment of costs and obligations
8 with respect to transit traffic, the Commission should adopt CenturyTel's proposed
9 contract language.

10 **ISSUE 12- Should the parties agree to trunking, forecasting,**
11 **availability of facilities, and requirements prior to exchanging traffic?**

12 **Q. PLEASE EXPLAIN THE PARTIES' DISPUTE IN ISSUE 12?**

13 A. At bottom, the dispute concerns the level of coordination and agreement between the
14 parties before exchanging traffic. Whereas Socket limits the parties' coordination to
15 merely "discussing" issues like trunking and forecasting, CenturyTel provides that the
16 parties will meet and agree on trunking, forecasting of traffic, availability of facilities,
17 and other requirements. In that manner, the parties closely coordinate at the initial stage
18 to preclude problems down the line, including facilities exhaust, call blockage, added
19 construction costs, and the like. Rather than run into problems that may impact the
20 quality of service the parties render to their end users over interconnected facilities,
21 advance coordination and agreement is appropriate.

22 **Q. IN THE JOINT DPL, SOCKET CHARACTERIZES THE ISSUE AS "SHOULD**
23 **THE INTERCONNECTION BE DESIGNED TO PROMOTE NETWORK**
24 **EFFICIENCY AND NON-DISCRIMINATION." IS THAT A REASONABLE**
25 **STATEMENT OF THE ISSUE?**

1 A. Absolutely not. Presumably, neither party advocates either network inefficiency or
2 discrimination - certainly CenturyTel does not. Rather, Socket's issue statement appears
3 to be a rhetorical effort to create false innuendos implying that without its proposed
4 language, nothing prevents CenturyTel from being inefficient and discriminatory. That is
5 obviously not the case, as even a cursory review of the proposed contract language
6 reveals. If anything, CenturyTel's proposal fosters greater efficiency and non-
7 discrimination by working closely with CLECs up front to avoid or at least minimize
8 potential network-related problems going-forward.

9 CenturyTel naturally recognizes that it is subject to certain nondiscrimination and
10 parity-based obligations. Socket's proposed contract language in the first paragraph of
11 section 11.1 is therefore unnecessary, cumbersome, and mere surplusage.

12 Stipulating that Socket's proposed contract language in the first paragraph of
13 section 11.1 is unnecessary, cumbersome, and mere surplusage, CenturyTel would have
14 no objection to keeping such language if it were made mutual and Socket agreed not to
15 impose and restrictions upon CenturyTel that it did not impose upon its own traffic.

16 **Q. IN ITS PRELIMINARY POSITION STATEMENT IN THE JOINT DPL,**
17 **SOCKET ARGUES THAT AGREEMENT IS NOT NECESSARY BEFORE THE**
18 **PARTIES EXCHANGE TRAFFIC. DO YOU HAVE A RESPONSE TO THAT**
19 **ARGUMENT?**

20 A. Yes, I do. First, it is notable that in asserting that agreement is not necessary, Socket fails
21 to offer any support or analysis. Further, it is worth observing that elsewhere Socket
22 insists on voluminous contractual provisions detailing many aspects of ordering and
23 provisioning that are external to all of CenturyTel's existing interconnection agreements-
24 e.g., issues 5, 6, 14 and 21. Second, to properly manage the network, ensure adequate
25 processes and procedures are in place, and minimize network or customer disruption, the

1 parties should discuss and arrive at agreement on traffic expectations. Such a
2 requirement, for example, would have curtailed much of the dispute relating to the case I
3 noted earlier in my testimony wherein a CLEC sought 800 additional unforecasted trunks
4 and the requested routing to a third party tandem would have resulted in consumer EAS
5 and toll calls getting blocked due to tandem traffic handling limitations. Socket's
6 language inappropriately ignores these valid network-based concerns regarding traffic
7 forecasts and facilities availability. Socket's language does not reflect the engineering
8 realities of a network where a forecast at any given point in time does not guarantee
9 capacity when a CLEC actually places an order. Providing network capacity to a POI
10 where CenturyTel has not agreed on trunking, forecasting and availability could present a
11 problem as normal circuit orders that will impact capacity are worked all the time.
12 Arriving at agreement would also minimize the potential for future disputes between the
13 parties.

14 CenturyTel's proposed contract language, to the contrary, provides the best
15 mechanism for cooperatively planning, managing, and operating the network as the
16 parties interconnect to exchange traffic.

17 **Q. HOW SHOULD THE COMMISSION ADJUDICATE THIS ISSUE?**

18 A. To minimize potential problems once the parties exchange traffic, the Commission
19 should adopt CenturyTel's proposed contract language, providing for close up front
20 cooperation and agreement on critical issues impacting the Parties' going-forward
21 relationship.

22 **ISSUE 13- Where available, should there be a preference for two-way**
23 **trunks?**

24 **Q. WHAT IS THE PARTIES' DISPUTE?**

1 A. Although both parties agree that, where available, two-way trunking is generally
2 preferable, Socket proposes overly broad and unreasonable language that fails to take into
3 account instances in which two-way trunking is not appropriate and precludes
4 cooperation and coordination between the parties as to the implementation of two-way or
5 one-way trunking. The dispute, then, primarily concerns Socket's effort to retain
6 unilateral authority over trunking arrangements.

7 **Q. PLEASE EXPLAIN THE DIFFERENCE BETWEEN ONE-WAY AND TWO-**
8 **WAY TRUNKS.**

9 A. Certainly. As the name implies, one-way trunks are used to transmit traffic only in the
10 direction of an originating party to a terminating party. Two-way trunks, on the other
11 hand, are capable of transmitting traffic in either direction.

12 **Q. CAN YOU PLEASE DISCUSS THE NETWORK ISSUES A CARRIER MAY**
13 **CONSIDER IN DETERMINING WHETHER TO DEPLOY ONE-WAY OR TWO-**
14 **WAY TRUNKS?**

15 A. Yes. Two-way trunks are usually the most efficient way to handle traffic because it
16 entails the deployment of fewer facilities to handle traffic and is therefore more
17 economically preferable. In addition, two way trunks may provide for a greater traffic fill
18 factor if the traffic in each direction peaks at different times of the day. This also could
19 reduce the number of trunks needed. However, carriers must sometimes deploy one way
20 trunks to be used as local interconnection trunks for certain switch platforms due to
21 technical issues, such as software packages that may not have been purchased or due to
22 billing system issues. Other factors to consider are agreement terms that determine which
23 carrier is responsible for paying for the facilities and to what extent. Also, deployment
24 decisions are, at least in part, determined by the anticipated traffic volumes in each
25 direction and what types of traffic are sent over the trunks, as well as whether two way

trunks can be used for arbitrage purposes if no technical and legal protections are in place to prevent such misuse.

Q. SINCE THE PARTIES AGREE THAT TWO-WAY TRUNKS ARE GENERALLY PREFERABLE, ARE THERE ANY PROBLEMS WITH SOCKET'S PROPOSED LANGUAGE.

A. Yes, although CenturyTel certainly agrees that two way trunks are preferable and should generally be used where available, Socket's proposed language is overly broad and unduly restrictive. While two-way trunking may be economically preferable in many or most instances, it is not appropriate in all cases. For example, in paragraph 219 of the First Report and Order, the FCC concludes that two way trunking must be accommodated "where a carrier requesting interconnection pursuant to section 251(c)(2) does not carry a sufficient amount of traffic to justify separate one-way trunks." This FCC conclusion implies that one-way trunks may be acceptable based upon traffic volume alone. Therefore, it is appropriate for the parties to cooperatively coordinate their deployment of trunking arrangements. Without proper discussion and limitation, there are some two-way trunking situations that could set up conditions that permit arbitrage and the potential for phantom traffic. For example, over the past three years, it has been widely reported in industry press that some CLECs have been caught improperly passing non-local VoIP or IXC traffic over local trunks. For technical and/or practical reasons, the traffic over local trunks cannot always be jurisdictionalized by origination of individual calls. The establishment of two-way trunking, without any need for agreement or demand justification as Socket has proposed and I have previously discussed, could permit non-local traffic to be passed to CenturyTel as if it were local traffic.

Moreover, even if two-way trunking is technically available, the parties should not be compelled to use two-way trunking unless they both agree to do so. As a result of

1 these concerns, CenturyTel's proposed language is more reasonable by affording the
2 parties additional flexibility to manage their relationships as necessary on an ongoing
3 basis. Whereas Socket demands the unilateral ability to dictate the terms of the parties'
4 trunking arrangements, CenturyTel proposes language allowing the parties to work
5 cooperatively to coordinate the trunking arrangement that will work best under the case-
6 by-case circumstances presented.

7 **Q. ARE THERE ANY OTHER PROBLEMS WITH SOCKET'S BROAD**
8 **LANGUAGE?**

9 A. Yes, taken in the context of Socket's proposed language on the POI, the broad language
10 herein could be interpreted to improperly shift costs to CenturyTel for which Socket
11 should reasonably remain responsible. The Intercarrier Compensation Reform underway
12 at the federal level currently contemplates that ILECs' obligations would stop at the
13 exchange boundary, but Socket's proposal would impose cost and other obligations on
14 CenturyTel beyond its exchange boundary. For example, in Socket's view CenturyTel
15 should be providing two way trunks from all CenturyTel calling areas to a single location
16 in a LATA vs. providing the trunks to designated points within each discrete CenturyTel
17 local calling area. Expanding CenturyTel's cost and other obligations in that manner is
18 unreasonable.

19 Beyond the industry-developed recommendations that are expected to provide
20 that CenturyTel's obligations do not extend past its exchange boundary, there is ample
21 legal precedent suggesting that a CLEC should be responsible for costs beyond the local
22 calling area boundary. Several courts, for example, have acknowledged that the cost of
23 transporting traffic can be a relevant consideration in deciding whether the POI is
24 "technically feasible" under Section 251(c)(2)(B) or whether the interconnection rate is

1 "just and reasonable" under Section 252(d)(1) of the Act. To that end, one court noted
2 that "To the extent, however, that WorldCom's decision on interconnection points [i.e.,
3 choosing a single POI that is distant from Verizon's facilities] may prove more expensive
4 to Verizon, the PUC should consider shifting costs to WorldCom." MCI v. Bell Atl.-
5 Penn., 271 F.3d 491, 518 (3rd Cir. 2001). In arriving at that decision, the court cited
6 paragraph 209 of the FCC's original Local Competition Order. Similarly, the Ninth
7 Circuit recognized that the ILEC might be entitled to additional compensation under
8 Section 252(d) (1) of the Act, and the state should have considered shifting some of the
9 costs of hauling traffic to the distant POI onto the CLEC- in that case AT&T. US West v.
10 Jennings, 304 F.3d 950, 961 (9th Cir. 2002). In short, Socket should be responsible for
11 those costs it would otherwise impose on CenturyTel that are beyond its reasonable
12 burden with the exchange. CenturyTel witness Cal Simshaw goes into greater detail on
13 this topic.

14 **Q. OTHER THAN THE UNILATERAL, UNDULY RESTRICTIVE NATURE OF**
15 **SOCKET'S PROPOSAL AND THE IMPROPER COST SHIFTING YOU**
16 **DISCUSS, DO YOU HAVE ANY OTHER SERIOUS CONCERN WITH**
17 **SOCKET'S LANGUAGE?**

18 **A.** Yes. Similar to my discussion above, Socket is again attempting to unduly expand the
19 scope of this interconnection agreement well beyond the exchange of local traffic. With
20 its proposed language for trunking, Socket would impermissibly expand the scope of the
21 parties' ICA beyond the exchange of local traffic. Socket's own preliminary position
22 statement states that Socket intends for these two-way trunks to be used for traffic that
23 may originate or terminate outside of the local calling area such as FX, transiting and
24 ISP-bound. Importantly, elsewhere in its proposed language, Socket declares VNXX
25 traffic terminated to ISPs, regardless of geographic location, to be acceptably treated as

1 local traffic. Even more tellingly, setting aside the dispute the Parties have on the
2 definition of local, it remains unclear why Socket is objecting to CenturyTel's position
3 that local interconnection trunks are to be used for the delivery of local traffic unless
4 Socket may be contemplating using such trunks to deliver non-local traffic as if it were
5 local in nature. Agreements under sections 251 & 252, however, apply to local
6 interconnection, and are not intended to supplant access arrangements. In numerous
7 provisions, however, Socket attempts to expand the agreement so it would supplant
8 access arrangements- which is prohibited by the Communications Act and would
9 promote arbitrage and risk increases in so-called phantom traffic. Section 252
10 agreements, of course, should not be vehicles for arbitrage or for circumventing other
11 restrictions/charges on non-local traffic.

12 **Q. HOW SHOULD THE COMMISSION RULE ON ISSUE 13?**

13 A. The Commission should adopt CenturyTel's proposed language, which recognizes that
14 although two-way trunks are generally preferable, that is not universally the case and the
15 parties should work together cooperatively—rather than vesting unilateral authority in
16 one party—to establish mutually agreeable trunking arrangements.

17 **ISSUE 14- What trunking requirements should the Agreement**
18 **contain?**

19 **Q. PLEASE SUMMARIZE THE PARTIES' DISPUTE HERE.**

20 A. Certainly. The issue here is whether it is appropriate, as Socket demands, for all traffic of
21 whatever jurisdictional nature to be routed over the same two-way trunks, regardless of
22 type, origin or ultimate destination. Because allowing such mingling of traffic types over
23 the same two-way trunks fosters arbitrage opportunities, may give rise to phantom traffic,
24 makes proper jurisdictionalization of traffic difficult, and detrimentally impacts

intercarrier compensation and other costs, CenturyTel proposes contract language that segregates local and non-local traffic on different trunks.

Q. PLEASE DESCRIBE SOCKET'S PROPOSED TRUNKING REQUIREMENTS?

A. With the only possible exception of PIC'd toll traffic, Socket would have the parties exchange virtually every other kind of traffic imaginable over the same two-way trunks. In doing so, Socket's proposed contract language would unilaterally supplant CenturyTel's network management and operations, and may present problems with phantom traffic, access charge avoidance, and circumvention of other obligations. On its face, Socket's proposal attempts to dictate the types of trunks that will be used, mixes inappropriate types of traffic on the same trunks, and imposes obligations upon CenturyTel that are not imposed by applicable law in Part 51 or elsewhere. Such specific, rigorous requirements unduly impede the ability to flexibly address fluid, unique circumstances that may arise. For example, Socket proposes including non-PIC'd/non-equal access intraLATA on the same facility that carries all the forms of local traffic. Originating access would be due to CenturyTel for these calls if CenturyTel is not the default toll carrier, but toll calls could not be identified and measured by CenturyTel on the local trunks. Instead, Socket would be paying originating intrastate access via a Percent Local Use method and would have every incentive to keep the PLU as high as possible to avoid paying appropriate access charges. Conversely, if the intraLATA toll calls were directed to toll trunks, as CenturyTel proposes, the toll MOUs could be measured and accurately billed.

Even more troubling, Socket's proposal may allow a CLEC to circumvent applicable law under 251(g) and Part 69, and to unlawfully circumvent access compensation when the interconnection facility is used for both local and non-local

1 traffic. For example, it is easier for arbitrage and phantom traffic to occur if CenturyTel
2 has no agreement as to the types of traffic that is sent to it over trunks that are designed
3 for local use only. For practical and economic reasons having to do with the volume of
4 traffic, local trunks do not have the call detail recording capabilities of Feature Group D
5 trunks. Interexchange traffic illegally sent via local trunks would appear to CenturyTel as
6 local traffic. In addition to its own non-local traffic, a CLEC could front for third party
7 traffic sent to CenturyTel without the third party having the required interconnection
8 agreement with CenturyTel to permit appropriate compensation recovery. Indeed, there
9 are documented cases in Missouri and elsewhere where CLEC local interconnection
10 trunks were used to illegally terminate IXC traffic or interexchange VoIP traffic to
11 ILECs. CenturyTel found such abuse in the Branson area and I recall that the former
12 SBC filed complaints and even suits over IXCs terminating traffic as local instead of
13 paying access. While there may be some incidental non-local traffic on local trunks,
14 Socket must remain responsible for compensating CenturyTel for any such non-local
15 traffic. The parties are better served by working out the trunking and traffic exchange
16 details in a joint meeting.

17 **Q. HOW SHOULD THE COMMISSION RULE ON ISSUE 14?**

18 A. Recognizing the serious potential for phantom traffic, arbitrage, and access charge
19 avoidance, the Commission should reject Socket's proposed contract language that would
20 allow mingling all manner of traffic types without restriction on the same trunks. Instead,
21 the parties should, as CenturyTel proposes, segregate local and non-local traffic.

22 **ISSUE 18- Should CenturyTel's language regarding joint planning**
23 **criteria that is already included in Article III be repeated in Article**
24 **V?**

25 **Q. PLEASE SUMMARIZE THE DISPUTE.**

1 A. Socket apparently opposes CenturyTel's proposed contract language in section 11.4
2 providing that the parties will jointly plan certain criteria relating to trunk planning.
3 Consistent with several of the issues I have discussed above, it inures to the parties'
4 collective benefit to coordinate in advance on certain matters that impact their
5 relationship and, in particular, the management and operation of the network.

6 **Q. WHAT LANGUAGE DOES CENTURYTEL PROPOSE?**

7 A. In section 11.4 of Article V, CenturyTel proposes the following contract language, all of
8 which Socket disputes:

9 11.4 Joint Trunk Planning Criteria.

10 In order to facilitate sound and economical network planning and provisioning,
11 the Parties agree to work cooperatively to establish appropriate (i) fill factors for
12 trunks previously deployed for the Socket; (ii) compensation arrangements to
13 reflect CenturyTel's and the Socket's proportionate use of the trunking; (iii)
14 strand plant or special construction termination charge to Socket for not utilizing
15 the ordered trunking; and (iv) to establish appropriate time frames to reflect
16 whether the Socket ordered trunking is Currently Available.

17 **Q. WHAT IS THE BASIS FOR SOCKET'S OPPOSITION TO THIS LANGUAGE**
18 **ABOUT JOINT PLANNING CRITERIA?**

19 A. To date, Socket has not articulated any substantive arguments regarding the language
20 CenturyTel proposes. Instead, Socket contends that the joint planning criteria language
21 in Article V is merely a repeat of what is in Article III.

22 **Q. IS THAT TRUE?**

23 A. No. Contrary to Socket's misleading assertions otherwise, the similar provisions that
24 exist in Article III do not exhaustively address the substantive criteria at issue here. The

1 language in Article III does not completely cover all aspects of Joint Planning and the
2 language in CenturyTel's agreement template is needed for clarification. Specifically,
3 the language from Article III is as follows:

4 Within thirty (30) calendar days from the effective date of this Agreement,
5 or as soon after the effective date as practicable, the Parties agree to meet
6 and develop joint planning and forecasting responsibilities which are
7 applicable to local services, including Features, UNEs, number portability,
8 interconnection services, Collocation, Poles, Conduits and Rights-of-Way
9 (ROW). Failure of Socket to perform its obligations as specified in this
10 Section 12 may delay processing of Socket service orders. Such
11 responsibilities shall include but are not limited to the following:

- 12 12.1 The Parties will establish periodic reviews of significant network and technology
13 plans and will notify one another no later than six (6) months in advance of
14 changes that would impact either Party's provision of services.
- 15 12.2 Socket will furnish to CenturyTel, on a semi-annual basis, information that
16 provides for state-wide two-year forecasts of order activity, in-service quantity
17 forecasts, and facility/demand forecasts.
- 18 12.3 CenturyTel shall comment on a Socket forecast within 30 days of receipt. The
19 Parties shall work diligently and cooperatively to resolve any issues that may arise
20 from CenturyTel comments provided within 30 day of receipt concerning a
21 forecast. However, CenturyTel's processing of Socket's services orders will not
22 be delayed.
- 23 12.4 The Parties will develop joint forecasting responsibilities for traffic utilization
24 over trunk groups and yearly forecasted trunk quantities as set forth in Article V.
- 25 12.5 Socket shall notify CenturyTel promptly of changes greater than twenty percent
26 (20%) to current forecasts (increase or decrease) that generate a shift in the
27 demand curve for the following forecasting period. Socket orders that exceed the
28 capacity of the Socket's forecast shall only be filled by CenturyTel to the extent
29 the requested capacity is Currently Available.
- 30 12.6 CenturyTel reserves the right to assess Socket a stranded plant or discontinued
31 service order charge for capacity forecasted and ordered by Socket, but then not
32 used by Socket, to the extent that CenturyTel can demonstrate that it built the
33 plant based on Socket's order as well as demonstrate the charge is based upon
34 costs incurred as a result of Socket order.
- 35 12.7 Consistent with Section 14 - Confidential Information, all forecasting information
36 will be confidential and will be used for CenturyTel's network management or
37 carrier service management only.

1 The above Article III language does not include the specific points contained in
2 CenturyTel's Article V, § 11.4-

3
4 In order to facilitate sound and economical network planning and provisioning, the
5 Parties agree to work cooperatively. to establish appropriate

6 (i) fill factors for trunks previously deployed for the Socket; (ii) compensation
7 arrangements to reflect CenturyTel's and the Socket's proportionate use of the trunking;
8 (iii) strand plant or special construction termination charge to Socket for not utilizing the
9 ordered trunking; and (iv) to establish appropriate time frames to reflect whether the
10 Socket ordered trunking is Currently Available.

11 As an alternative, if Socket prefers to move these clarifications to Article III, then
12 CenturyTel would be willing to do so.

13 **Q. CAN YOU EXPLAIN WHY CENTURYTEL HAS PROPOSED SECTION 11.4**
14 **REGARDING JOINT TRUNK PLANNING?**

15 A. Absolutely. Advance joint coordination helps cut down on potential provisioning
16 problems, makes sure the right facilities are provisioned, establishes specific charges and
17 timeframes that apply to the provision of interconnection and puts some criteria in place
18 that can be used for the invocation of an Article III, 12.6 stranded plant situation. On its
19 face, the proposed language imposes equivalent, reciprocal obligations upon both Socket
20 and CenturyTel.

21 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS DISPUTE IN ISSUE 18?**

22 A. Because it provides for joint planning and cooperation to maximize the parties' efforts,
23 minimize problems and disputes, and develop efficient and economic arrangements, the
24 Commission should adopt CenturyTel's proposed contract language.

1 **ISSUE 20- Should this Article recognize that terminating carriers**
2 **may rely on terminating records for billing the originating carrier?**

3 **Q. PLEASE DESCRIBE THE BASIC DISPUTE BETWEEN THE PARTIES.**

4 A. Basically, the parties' primary dispute appears to center on the specific nature of the
5 records the parties must exchange and the costs associated with exchanging those
6 records. CenturyTel agrees that terminating carriers should rely on terminating records,
7 but that is not the end of the matter. Unless the traffic is roughly balanced, the exchange
8 of records should be compensated.

9 **Q. WHAT LANGUAGE DOES CENTURYTEL PROPOSE?**

10 A. In an effort to adhere to applicable law without unduly burdening the parties' Agreement,
11 CenturyTel proposes the following:

12 12.3 Recording and Billing for Local Interconnection Traffic
13 All recording and billing of Local Interconnection Traffic shall be
14 in compliance with the provisions of the Missouri Enhanced
15 Records Exchange Rule; 4 CSR 240, Chapter 29.

16 **Q. HAS SOCKET ACCEPTED THIS PROPOSED LANGUAGE?**

17 A. No, it has not. Although Socket does not articulate any reason for opposing this language
18 in the Joint DPL, it claims its proposal ensures the parties satisfy industry standards.
19 Socket's proposed language, however, is unduly restrictive, overly detailed, may not
20 accurately reflect the law or industry standards, and does not provide any mechanism for
21 cost recovery.

22 **Q. SOCKET ASSERTS THAT IT WANTS TO ENSURE THAT TERMINATING**
23 **CARRIERS CAN RELY ON TERMINATING RECORDS FOR BILLING THE**
24 **ORIGINATING CARRIER. HOW DO YOU RESPOND TO THAT CONCERN?**

25 A. The principle is fine, but Socket's execution is fatally flawed.

26 **Q. HOW SO?**

1 A. Let me first be clear about CenturyTel's position. As I just stated, CenturyTel can agree
2 with the basic premise of providing terminating records. In fact, CenturyTel has been
3 lobbying the FCC for a rule requiring all carriers to provide accurate identifying
4 information in the signaling and EMI records according to industry standards so carriers
5 can accurately track and bill for traffic between networks. But Socket's proposed
6 language fails in several respects. First, Socket's language would impose obligations on
7 CenturyTel that exceed its obligations under the Telecom Act. For example, contrary to
8 Socket's suggestion, there is no obligation that call detail records should be automatically
9 provided in all instances upon request, at no charge. Rather, current law contemplates
10 that a CLEC should compensate an ILEC for any and all work that the ILEC performs on
11 its behalf. To the extent Socket's language would relieve it of any obligation to
12 compensate CenturyTel for work done on Socket's behalf, it is inconsistent with the law
13 and should be rejected. The starting point in all events should be cost recovery; whatever
14 records that the parties exchange should be done at cost to the other party (unless, of
15 course, the traffic is sufficiently balanced to negate cost concerns).

16 Second, Socket's purported rationale for its proposal (*i.e.*, that it wants to ensure
17 terminating carriers can rely on terminating records) is belied by the plain language of the
18 Missouri Enhanced Records Exchange Rule; 4 CSR 240, Chapter 29, which Socket
19 disingenuously disregards. In pertinent part, that rule provides as follows:

20 4 CSR 240-29.080 USE OF TERMINATING RECORD CREATION FOR LEC-TO-
21 LEC TELECOMMUNICATIONS TRAFFIC

22 *PURPOSE: This rule establishes a system of terminating record creation*
23 *between carriers for Local Exchange Carrier-to-Local Exchange Carrier (LEC-*
24 *to-LEC) traffic.*

- 25 (1) Terminating carriers may utilize information received from originating
26 and/or transiting carriers to prepare category 11-01-XX records to
27 generate accurate billing invoices for submission to originating carriers.

1 All such billing invoices submitted by terminating carriers shall be
2 generated and based upon category 11-01-XX records and such records
3 shall be made available to the originating carrier upon request at no
4 charge. Originating carriers are required to compensate terminating
5 carriers on the basis of such accurate invoices.

6 (2) A terminating carrier may identify the originating carrier that it bills based
7 on the originating operating company number (OCN) associated with the
8 originating caller identification number. Certain type I wireless
9 interconnections may utilize blocks of fewer than one thousand (1,000)
10 numbers; in such instances, wireless-originated calls may be attributed to
11 wireline carriers. In the event that the terminating carrier, using the OCN
12 identified in the local exchange routing guide, erroneously bills a carrier
13 other than the originating carrier, then the carrier whose OCN was
14 identified shall notify the terminating carrier, and the parties shall work
15 jointly to identify the originating carrier.

16 (3) Nothing in section (1) above shall preclude two (2) carriers from mutually
17 agreeing to exchange other types of billing records.

18 While espousing an ostensible need to “ensure[] that industry standards are met regarding
19 the use of terminating switch records for the billing of intercarrier compensation” in the
20 Joint DPL, Socket never explains why contract language incorporating the Missouri
21 Enhance Record Exchange Rule, which specifically addresses the development and use
22 of terminating records, is in any way insufficient or inconsistent with industry standards.
23 Socket purports to create a number of specific, onerous obligations in its proposed
24 agreement language when the simple fact is that both parties are bound by the Enhanced
25 Record Exchange Rule. In the context of this dispute, the Enhanced Record Exchange
26 Rule covers the traffic and records at issue and should not be trumped, modified or
27 otherwise supplemented by Socket’s proposed language.

28 **Q. STIPULATING THAT BOTH PARTIES ARE BOUND BY THE RECORD**
29 **EXCHANGE RULE, WOULDN’T THAT IMPLY THAT BOTH PARTIES**
30 **WOULD MUTUALLY BE INCURRING COSTS AND THAT YOUR CONCERN**
31 **ABOUT RECEIVING COMPENSATION FROM SOCKET MAY BE**
32 **UNFOUNDED?**

1 A. Absolutely not. The key here, as in so many “mutual” or “reciprocal” terms, is whether
2 or not it really applies to both parties equally. In fact, given Socket’s currently advertised
3 business model, that of being an ISP or a CLEC serving ISPs, the flow of traffic will
4 likely be one-way from CenturyTel to Socket. Therefore, CenturyTel will bear
5 substantial costs on behalf of Socket and Socket will bear little or no costs on behalf of
6 CenturyTel.

7 **Q. ARE THERE ANY OTHER ISSUES WITH SOCKET’S PROPOSED LANGUAGE**
8 **IN SECTION 12?**

9 A. Yes. Socket’s proposed language in section 12.3.3 purports to establish the jurisdiction of
10 a call based upon the origination and termination caller identification, rather than the
11 geographic originating and terminating points. This is a back door attempt to implement
12 VNXX or roaming VoIP as local without specifically declaring them to be such. This
13 agreement should not permit the assigned number to dictate the jurisdictional treatment of
14 the call unless it is also tied to the geographic location or the origination point.
15 CenturyTel witness Cal Simshaw is testifying further regarding VNXX. I plan to address
16 VoIP later in this testimony.

17 **Q. HOW DO YOU RECOMMEND THE COMMISSION RULE ON THIS ISSUE?**

18 A. Consistent with applicable law (*i.e.*, Enhanced Record Exchange Rule) and industry
19 standards, the Commission should adopt CenturyTel’s proposed simple and
20 straightforward contract language. Not only is Socket’s proposal unnecessarily rigid and
21 detailed, but in proclaiming a need for the exchange of terminating records it also
22 disregards the plain language of the Enhanced Record Exchange Rule. In the end, with
23 respect to recording and billing for local interconnection traffic, the parties’ agreement

1 should simply incorporate the Enhanced Record Exchange Rule; no more is necessary or
2 appropriate.

3 **ISSUE 21- Should Service Ordering, Provisioning, and Maintenance**
4 **standards be included in the ICA?**

5 **Q. PLEASE SUMMARIZE THE PARTIES' DISPUTE REGARDING THE**
6 **INCLUSION OF ORDERING, PROVISIONING AND MAINTENANCE**
7 **STANDARDS.**

8 A. While CenturyTel agrees that certain ordering, provisioning and maintenance standards
9 and procedures should be including in the parties' agreement, as demonstrated by the
10 parties' wide ranging agreement to language in Article VIII: Ordering and Provisioning
11 and Article IX: Maintenance, Socket apparently objects to CenturyTel also including
12 certain procedures—not inconsistent with the Agreement—in its separate Service Guide.
13 That objection, which has not been sufficiently or precisely explained thus far, is patently
14 unreasonable. CenturyTel should obviously retain the ability to manage and operate its
15 telecommunications business and not be limited to those procedures erected in the
16 context of an interconnection agreement with a single CLEC.

17 **Q. DOES SOCKET ATTEMPT TO INCLUDE SERVICE ORDERING,**
18 **PROVISIONING, AND MAINTENANCE STANDARDS IN THE AGREEMENT?**

19 A. Yes. In several places in the parties' agreement, Socket proposed provisions addressing
20 these topics.

21 **Q. IS CENTURYTEL UNIVERSALLY OPPOSED TO INCLUDING SUCH**
22 **MATTERS IN THE AGREEMENT?**

23 A. Absolutely not. As explained above, CenturyTel has agreed to a number of provisions
24 relating to these matters. Indeed, the parties have agreed to almost the entirety of Article
25 IX: Maintenance, and only dispute a few select provisions in Article VIII: Ordering and
26 Provisioning. So long as the inclusion of these matters in the agreement does not

preclude CenturyTel from establishing and implementing additional, consistent methods and procedures outside of the agreement, CenturyTel does not oppose, in theory, including these topics in the agreement.

Q. WHAT LANGUAGE DOES CENTURYTEL PROPOSE THAT IS IN DISPUTE IN THIS ISSUE?

A, To preserve its ability to manage and operate its telecommunications business, CenturyTel proposes the following language, which Socket disputes in its entirety:

12.3 Service Ordering, Service Provisioning, and Billing.

Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance for non-access services shall be governed by the CenturyTel Service Guide. CenturyTel will provide Socket with advance notice of changes to CenturyTel's procedures as stated in the Service Guide and Socket has the right to raise a valid dispute under the terms of this agreement if a change materially affects Socket's service.

If there is any variation in the terms of this agreement and the terms in CenturyTel's Service Guide, the terms of this agreement shall prevail.

Q. AS FAR AS YOU UNDERSTAND IT, WHY DOES SOCKET OPPOSE THIS LANGUAGE?

A. In the Joint DPL, Socket basically argues that it has proposed comprehensive provisions elsewhere in the agreement addressing ordering, provisioning and maintenance and that CenturyTel should not be allowed to exclude those matters from the agreement. Socket appears to take issue with including such matters in a service guide that is not enforceable and is completely in CenturyTel's control.

Q. HOW DO YOU RESPOND TO SOCKET'S STATED CONCERNS?

A, Socket's concerns are misplaced and its argument, based on factual inaccuracies, is fatally flawed. First, as I mentioned above, CenturyTel is not opposed to including ordering, provisioning, billing and maintenance matters in the agreement. It has, in fact, agreed to many such provisions in Articles VIII and IX. CenturyTel's position is not, as Socket appears to assume, that no such provisions should appear in the agreement. That

1 error alone undermines Socket's position on this issue—CenturyTel is not excluding
2 those matters from the agreement. Second, CenturyTel's proposed contract language
3 explicitly provides that the ordering, provisioning, billing and maintenance provisions in
4 its Service Guide would only apply "[e]xcept as specifically provided otherwise in this
5 Agreement." In other words, the Service Guide may act as a gap-filler, providing
6 necessary procedures and mechanisms that are not otherwise set forth in the parties'
7 agreement. Moreover, to alleviate any concerns Socket may still have, the final sentence
8 of CenturyTel's proposed language unequivocally clarifies that the agreement trumps any
9 contrary provisions in the Service Guide. Whatever is set forth in the agreement will
10 control.

11 Moreover, independent of its flawed assumptions and error-based argument
12 described above, Socket's position is unreasonable in attempting to undermine
13 CenturyTel's right to establish its own processes and procedures for ordering,
14 provisioning and billing in the operation and management of its business. Rather, Socket
15 would dictate that CenturyTel accede to and change its processes and procedures to those
16 uniquely contained in the agreement with Socket and only those in the agreement with
17 Socket. Initially, such an approach is operationally infeasible; Socket would presume to
18 impose the terms of its agreement on every other CLEC or business partner with which
19 CenturyTel does business, utterly precluding CenturyTel from adopting or implementing
20 any procedures that differ in any respect from those set forth in the Socket agreement.
21 Because it has relationships with a number of parties, CenturyTel may develop many
22 procedures addressing ordering, provisioning, billing, maintenance and similar issues as
23 they relate to a number of different business partners. Socket's position would preclude