

*Exhibit No.:*  
*Issues:*  
*Witness:* Steven E. Watkins  
*Sponsoring Party:* CenturyTel of Missouri, LLC  
and Spectra Communications  
Group, LLC d/b/a CenturyTel  
*Type of Exhibit:* Rebuttal Testimony  
*Case No.:* TC-2008-0225

**BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

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

**REBUTTAL TESTIMONY OF**  
**STEVEN E. WATKINS**  
**ON BEHALF OF**  
**CENTURYTEL OF MISSOURI, LLC**  
**AND**  
**SPECTRA COMMUNICATIONS GROUP, LLC D/B/A CENTURYTEL**

December 19, 2008

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

Socket Telecom, LLC,  
Complainant,

v.

CenturyTel of Missouri, LLC and  
Spectra Communications Group LLC  
dba CenturyTel  
Respondents.

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

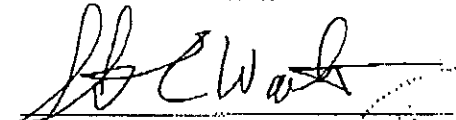
Case No. TC-2008-0225

ss.

**AFFIDAVIT OF STEVEN E. WATKINS**

COMES NOW Steven E. Watkins, of lawful age, sound of mind and being first duly sworn, deposes and states:

1. My name is Steven E. Watkins. I am a telecommunications management consultant.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony in the above-referenced case prepared on behalf of CenturyTel of Missouri, LLC and Spectra Communications Group, LLC.
3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge, information and belief.

  
STEVEN E. WATKINS

SUBSCRIBED AND SWORN to before me, a Notary Public, this 19<sup>th</sup> day of December, 2008.

  
Notary Public

My Commission Expires: 10/31/13

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1 **REBUTTAL TESTIMONY**

2 **OF**

3 **STEVEN E. WATKINS**

4 **CASE NO. TC-2008-0225**

5  
6 **I. BACKGROUND INFORMATION**

7 **Q. Please state your name, business address, and telephone number.**

8 A. My name is Steven E. Watkins. My business address is 2154 Wisconsin Avenue, N.W.,  
9 Suite 290, Washington, D.C., 20007. My business phone number is (202) 333-5276.

10 **Q. What is your current position?**

11 A. I am a self-employed telecommunications management consultant.

12 **Q. Please briefly describe your duties and work background.**

13 A. I provide management and regulatory analysis and assistance to local exchange carriers  
14 ("LECs") and other firms providing telecommunications and related services in rural and  
15 non-metropolitan areas. My work involves assisting client LECs and related entities in  
16 their analysis of regulatory requirements and industry matters requiring specialty  
17 expertise; negotiating, arranging and administering connecting carrier arrangements;  
18 assisting clients in complying with the rules and regulations arising from the passage of  
19 the 1996 revisions to the Communications Act of 1934, as amended (the "Act"); and  
20 providing expert testimony on these matters within regulatory proceedings before a  
21 variety of State Commissions. As a result, I have knowledge of the requirements of the  
22 Act and the rules and regulations, as well as the policies underlying them.

23 Prior to the beginning of 2006, I worked for client companies in association with

1 the law firms of Kraskin, Lesse & Cosson, LLC and Kraskin, Moorman & Cosson, LLC.  
2 Prior to my association with these law firms, I was the senior policy analyst for the  
3 National Telephone Cooperative Association ("NTCA"), a trade association whose  
4 membership consists of approximately 500 small and rural telephone companies. While  
5 with NTCA, I was responsible for evaluating the then proposed revisions to the Act as  
6 well as the proceedings of the Federal Communications Commission ("FCC")  
7 implementing the 1996 revisions to the Act. I was also directly involved in NTCA's  
8 efforts with respect to the advocacy of provisions and rules addressing the issues  
9 specifically related to rural companies and their customers. Prior to my work at NTCA, I  
10 worked for 8 years with the consulting firm of John Staurulakis, Inc. in Maryland doing  
11 similar work for small LECs.

12 **Q. Have you prepared and attached further information regarding your background**  
13 **and experience?**

14 A. Yes, this information is included as Schedule SEW-1 to this testimony.

15 **Q. On whose behalf are you testifying?**

16 A. I am testifying on behalf of CenturyTel of Missouri, LLC and Spectra Communications  
17 Group, LLC d/b/a CenturyTel (to be referred to collectively as "CenturyTel"). I will  
18 address the issues on a joint basis for both of the CenturyTel LECs unless the context of  
19 the issue applies solely to one or the other entity in which case I will make that  
20 distinction in my testimony.

21 **Q. What is the purpose of your Rebuttal Testimony?**

22 A. The purpose of my Rebuttal Testimony is to set forth the positions of CenturyTel with  
23 regard to some of the issues related to the Complaint filed by Socket Telecom, LLC

1 ("Socket") on January 8, 2008 with the Public Service Commission of the State of  
2 Missouri ("Commission") in this proceeding ("Complaint"). For the same set of issues, I  
3 will also respond to the Direct Testimony of Socket witness R. Matthew Kohly ("Kohly  
4 Direct") filed in this proceeding on November 17, 1008.

5  
6 **II. The terms and conditions under which threshold volumes of traffic are applied in**  
7 **the Interconnection Agreement for the establishment of Points of Interconnection**  
8 **("POIs") and related trunking for the exchange of interconnection traffic are not**  
9 **negated by the indirect network interconnection options afforded each party.**

10  
11 **Q. How would you summarize the dispute related to this issue?**

12 A. Socket maintains that it should have the right to require continued application of Section  
13 7.0 of Article V (Indirect Network Interconnection) of the Interconnection Agreement  
14 regardless of whether any threshold of traffic is surpassed and regardless of whether  
15 direct, dedicated trunking interconnection has already been established. The essence of  
16 Socket's position regarding the application of Section 7.0 is that it can unilaterally force  
17 an indirect transit arrangement under any and all conditions, at its sole discretion.  
18 However, contrary to Socket's position, the record does not support its unlimited  
19 interpretation; the Interconnection Agreement does not provide Socket with its form of  
20 absolute discretion, and Socket has no form of unilateral right under the Act to force its  
21 proposed application and interpretation of the Section 7.0 terms and conditions upon  
22 CenturyTel.

23 **Q. How are the provisions of the existing interconnection agreement between**  
24 **CenturyTel and Socket inconsistent with Socket's position that it can force indirect**  
25 **interconnection under any and all situations?**

1 A. If Socket's interpretation was the intended approach, there would have been no need for,  
2 or purpose to, the extensive discussion about the establishment of POIs for individual  
3 exchanges based on specific access line sizes and levels of traffic to and from individual  
4 exchanges. The entire discussion of POIs and thresholds would have been effectively  
5 irrelevant. That conclusion derives from the fact that the majority, if not all, of the  
6 traffic is ISP-bound traffic directed to Socket's ISP customers. Under these facts, Socket  
7 does not route any traffic to CenturyTel. Given that Socket only receives traffic, it would  
8 never find any reason to implement dedicated trunking with an originating carrier such as  
9 CenturyTel. If Socket had the unfettered rights that it alleges to force an indirect transit  
10 arrangement under any and all circumstances, there would not be any reason ever for it to  
11 migrate away from that transit arrangement because a transit arrangement effectively  
12 shifts the maximum amount of network switching and transport costs to other carriers;  
13 *i.e.*, to CenturyTel to deliver traffic to the transit third party carrier, and for the third party  
14 carrier to transit the traffic to Socket's network for forwarding to Socket's ISP customers,  
15 while Socket incurs no cost of such transit arrangement. If Socket's interpretation were  
16 correct, it could avoid any and all application of the traffic threshold and POI  
17 requirements of Subsections 4.3, thereby rendering them pointless.

18 **Q. What are the terms and conditions of Subsections 4.3, 4.3.1, 4.3.3 and 4.3.4 in the**  
19 **Interconnection Agreement?**

20 A. Those subsections of the Interconnection Agreement provide as follows:

21  
22 4.3 As the volume of traffic exchanged between the parties increases, Socket must  
23 establish additional POIs as follows:

24  
25 4.3.1 CenturyTel exchanges are classified on a thousand-access-line basis as follows:

26 a. Exchanges of 1,000 CenturyTel access lines or less are "Class I  
27 Exchanges"; and

- 1           b.     Exchanges of more than 1,000 CenturyTel access lines are "Class II  
2           Exchanges".  
3           c.     If there is a dispute between the Parties as to the number of CenturyTel  
4           access lines in an exchange, the Staff of the Commission will assist with  
5           resolution of the dispute. If the dispute persists, either Party may seek  
6           Commission resolution of the dispute without following the normal  
7           dispute resolution process in the interconnection agreement.  
8

9           4.3.3   Socket is required to establish an additional POI in a Class I Exchange when the  
10           total traffic covered by the Agreement it exchanges with CenturyTel to or from an  
11           existing POI and a Class I exchange exceeds, at peak over three consecutive  
12           months, a DS1 or 24-channels.  
13

14           4.3.4   Socket is required to establish an additional POI in a Class II Exchange when the  
15           total traffic covered by the Agreement it exchanges with CenturyTel to or from an  
16           existing POI and a Class II exchange exceeds, at peak over three consecutive  
17           months, a DS1 or 24-channels for each 1,000 access lines in the exchange,  
18           rounded to the nearest 1/10 of a DS1.  
19

- 20           a.     *E.g.*, for an exchange of 2,412 CenturyTel access lines, this threshold is  
21           reached when the total traffic covered by the Agreement exchanged  
22           between the Parties exceeds, at peak over three consecutive months, 2.4  
23           DSIs of traffic to or from an existing POI and that exchange;  
24  
25           b.     *E.g.*, for an exchange of 10,550 CenturyTel access lines, this threshold is  
26           reached when the total traffic covered by the Agreement exchanged  
27           between the Parties exceeds, at peak over three consecutive months 10.6  
28           DSIs of traffic to or from an existing POI and that exchange; and,  
29  
30           c.     *E.g.*, for an exchange of 28,100 CenturyTel access lines, this threshold is  
31           reached when the total traffic covered by the Agreement exchanged  
32           between the Parties exceeds, at peak over three consecutive months, 28.1  
33           DS 1 s of traffic to or from an existing POI and that exchange.  
34

35   **Q.     How do these provisions relate to the Socket interpretation in this proceeding?**

36   A.     If Socket were right, every time any one of the Subsection 4.3.1, 4.3.3 or 4.3.4 thresholds  
37           were met, Socket could simply declare that it will invoke its interpretation of Section 7.0  
38           and avoid any application of the thresholds.   Where Socket already has a single POI, it  
39           could abandon that POI in favor of an indirect transit arrangement, or where the POI that  
40           Socket has is one with a third party transit provider, it could simply disregard the fact that



1 the threshold has been met and reject the requirement to establish the individual POI.  
2 Individual exchange POIs attempt to balance the interconnection costs fairly between  
3 competitors. Under Socket's approach, it could unilaterally undermine that intention, by  
4 always reverting to, or retaining, an indirect, transit form of interconnection.

5 **Q. Has the Commission's Staff previously addressed this issue?**

6 A. Yes. It appears that the Commission's Staff has not supported Socket's absolute  
7 interpretation. In Rebuttal Testimony in Case No. TC-2007-0341 (a complaint  
8 proceeding related to the interconnection terms under which numbers should be ported  
9 between CenturyTel and Socket) filed on June 12, 2007 (page 30), Commission staff  
10 member William L. Voight addresses the implication of trunking capacity related to  
11 traffic that would arise as a result of number ports by adding that:

12 pursuant to Section 4.3.3 and 4.3.4 of Article V of the CenturyTel/Socket  
13 Interconnection Agreement, Socket would be required to move its Point of  
14 Interconnection, or establish a new Point of Interconnection, should the traffic in  
15 question reach certain levels over three consecutive months.

16  
17 Finally, in its Proposed Findings and Conclusions in the same proceeding under  
18 Staff Issue (b) (pages 3-4), Staff explicitly states that Socket's position that the POI  
19 thresholds do not apply in light of indirect interconnection options is incorrect. There is  
20 nothing in Sections 4.3.1, 4.3.3, or 4.3.4 of Article V that limit the movement to  
21 individual POIs or for the establishment of a new POI based solely on whether the Parties  
22 are directly connected. As such, Socket Witness Kohly's statement at p. 17 of his direct  
23 testimony, "[t]he POI thresholds expressly apply to direct interconnections . . . ." is  
24 wrong because there is no inclusion of any such limiting words.

1 **III. The Section 7.0 discussion of indirect network interconnection options does not**  
2 **provide unilateral rights to Socket to demand how CenturyTel routes its traffic and**  
3 **does not undermine the Section 4.3 threshold requirements.**  
4

5 **Q. Does either the Act or the Interconnection Agreement terms and conditions provide**  
6 **a unilateral right to Socket to demand of CenturyTel the result Socket seeks?**

7 A. No. The Act and the FCC's rules state that the interconnection point for the exchange of  
8 traffic between competing carriers is to be at a point within the network of the incumbent  
9 LEC, not at a point in another incumbent LEC's service area. Moreover, the Act states  
10 that the ILEC is not required to provision an interconnection arrangement at the request  
11 of a competitive LEC ("CLEC") that is more than equal to what the ILEC does for itself  
12 or with other carriers, but that is what Socket intends by its approach. Furthermore, the  
13 general duty under Section 251(a)(1) of the Act to be interconnected directly or indirectly  
14 does not confer unilateral rights on Socket and does not prohibit conditions for the  
15 establishment of a POI, in lieu of an indirect transit arrangement, under traffic volume  
16 thresholds. Finally, the FCC has explicitly recognized that such transit arrangements  
17 have not been found to be a requirement of interconnection under the Act, and where they  
18 are in place, are designed to be used for low volumes of traffic. Socket's position is  
19 contrary to that FCC analysis.

20 **Q. What are the terms that the FCC decided should apply with respect to the**  
21 **interconnection point (i.e., POI) at which traffic is exchanged between competing**  
22 **carriers?**

23 A. The exchange of interconnection traffic should be as required by Section 251(c)(2) of the  
24 Act:

25 New entrants will request interconnection pursuant to section  
26 251(c)(2) for the purpose of exchanging traffic with incumbent

1 LECs. In this situation, the incumbent and the new entrant are co-  
2 carriers and each gains value from the interconnection  
3 arrangement.

4 *See In the Matter of Implementation of the Local Competition Provisions in the*  
5 *Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and*  
6 *Commercial Radio Service Providers, First Report and Order*, CC Docket Nos. 96-98  
7 and 95-185, 11 FCC Rcd 15499 (1996) ("*First Report and Order*" released August 8,  
8 1996) at para. 553.

9 **Q. And what does Section 251(c)(2) of the Act state about this?**

10 A. Section 251(c)(2) of the Act states (underlining added):

11 (2) Interconnection.-- The duty to provide, for the facilities and equipment of any  
12 requesting telecommunications carrier, interconnection with the local exchange carrier's  
13 network-- (A) for the transmission and routing of telephone exchange service and  
14 exchange access; (B) at any technically feasible point within the carrier's network; (C)  
15 that is at least equal in quality to that provided by the local exchange carrier to itself or to  
16 any subsidiary, affiliate, or any other party to which the carrier provides interconnection;  
17 and (D) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory,  
18 in accordance with the terms and conditions of the agreement and the requirements of this  
19 section and section 252.

20  
21 This passage from the Act is consistent with the FCC's rules at 47 C.F.R. § 51.305. The  
22 conjunction "and" means that all of the conditions apply.

23 **Q. Is technical feasibility the only criterion relevant to the requirements for the**  
24 **establishment of POIs and the resulting trunking arrangements?**

25 A. No. The full set of conditions set forth in Section 251(c)(2) are relevant to the  
26 requirements. First, the technical feasibility subsection is further conditioned to points  
27 within the ILEC network. More importantly, the Act only requires the ILEC to provision  
28 an interconnection arrangement, at the request of an CLEC, at a level that is equal to that  
29 provided by the ILEC to itself or with other carriers.

1   **Q.   How do you arrive at the last criterion regarding no more than equal**  
2   **interconnection arrangement requirements?**

3   A.   On remand from the United States Supreme Court, the 8<sup>th</sup> Circuit Court of Appeals issued  
4   its opinion in *Iowa Utilities Board v. Federal Communications Commission*, 219 F.3d  
5   744 (8<sup>th</sup> Cir. 2000) ("*IUB II*"). This decision reaffirmed the same court's earlier  
6   conclusion (which was not affected by the Supreme Court's remand) that "the superior  
7   quality rules violate the plain language of the Act." *Id.* at 758. The court stated that the  
8   "at least equal in quality" provision in Section 251(c)(2) of the Act does not mean  
9   "superior quality" and "[n]othing in the statute requires the ILECs to provide superior  
10   quality interconnection to its competitors." *Id.*

11           In reviewing the meaning of "at least equal in quality" and the provision of  
12   interconnection on a non-discriminatory basis, the same 8<sup>th</sup> Circuit court that addressed  
13   the original appeal of the FCC's *First Report and Order* concluded that competitive  
14   carriers requesting interconnection should have access "only to an incumbent LEC's  
15   existing network -- not to a yet unbuilt superior one." *Iowa Utilities Bd. v. F.C.C.*, 120  
16   F.3d 753, 813 (8<sup>th</sup> Cir. 1997) ("*IUB I*") (emphasis in original).

17           Additionally, in addressing the meaning of nondiscrimination in the context of the  
18   Act this same court concluded that this mandate "merely prevents an incumbent LEC  
19   from arbitrarily treating some of its competing carriers differently than others; *it does not*  
20   *mandate that incumbent LECs cater to every desire of every requesting carrier.*" *Id.*  
21   (emphasis added).

1   **Q.    What relevance does that conclusion have here?**

2   A.    Socket seeks unilateral terms without any conditions (*i.e.*, to force CenturyTel to deliver  
3       traffic via a third party transit arrangement) that requires CenturyTel to provision an  
4       interconnection arrangement, at the request of Socket, for the transport of local traffic  
5       beyond the points that CenturyTel transports any other local traffic. As such, Socket's  
6       request is beyond the requirements of the Act that apply to CenturyTel.

7   **Q.    Is there any reason to believe that CenturyTel should be subject to obligations that**  
8       **are greater than, or burdensome than, those set forth in Section 251(c)(2)?**

9   A.    No. The Section 251(c) requirements are the most onerous and burdensome set of  
10       requirements within the hierarchy of the escalating sets of requirements in Sections  
11       251(a), (b) and (c).

12   **Q.    Does the reference in Section 251(a)(1) of the Act to the concept of being**  
13       **interconnected directly or indirectly create any right for Socket to demand its**  
14       **transit arrangement form of interconnection with CenturyTel?**

15   A.    No. There are no rights afforded Socket under Section 251(a)(1) of the Act:

16           (a) General Duty of Telecommunications Carriers. -- Each telecommunications  
17           carrier has the duty -- (1) to interconnect directly or indirectly with the facilities  
18           and equipment of other telecommunications carriers.

19  
20           As an initial point here, Section 251(a) does not bestow rights; it only establishes  
21       a duty. That duty applies equally to Socket and CenturyTel. That duty can be fulfilled in  
22       either of two ways; *i.e.*, *either* directly *or* indirectly. Apparently, Socket's arguments are  
23       an attempt to convince this Commission that somehow the words should be changed to  
24       say that "the requesting CLEC always has the sole right to determine how any other  
25       interconnecting carrier must fulfill this duty." But that is not what the statute says, and

1       there has been no rulemaking or rulemaking discussion to suggest such modified  
2       meaning. Instead, a State Commission can certainly decide, within its latitude to  
3       determine the details of interconnection and enforce and interpret agreements, that it is  
4       reasonable to require carriers to connect directly or indirectly based on reasoned and  
5       distinct criteria. The traffic level thresholds developed by the Commission in Case No.  
6       TO-2006-0299 and set forth in the Interconnection Agreement represent just that sort of  
7       reasoned judgement that State Commissions are afforded in arriving at the details of  
8       interconnection agreements.

9               Second, Section 251(a)(1) *does not* afford any particular carrier a “choice” with  
10       respect to another carrier’s fulfillment of the general obligations of Section 251(a).

11              Third, Section 251(a)(1) of the Act *does not* create rights or standards for  
12       interconnection. Rather, as reflected in the specific language that Congress used, Section  
13       251(a) only creates a general duty. Contrary to the apparent position of Socket, Section  
14       251(a) also *does not* afford rights to one class of carriers to demand of another class of  
15       carriers the manner in which that other class fulfills this general duty, and this section of  
16       the Act further *does not* set forth any particular standards under which carriers must  
17       negotiate or arbitrate terms of either direct or indirect forms of interconnection. Those  
18       standards are set forth solely in Sections 251(b) and (c).

19              Socket’s apparent position is an attempt to expand the scope and meaning of  
20       Section 251(a)(1) to afford Socket with rights that simply do not exist. Accordingly,  
21       Socket witness Kohly is wrong at pp. 6 and 13 of his direct testimony if his comments are  
22       intended to suggest that Socket has some right under the Act to choose the method that  
23       either party must deploy to fulfill their duty to be connected directly *or* indirectly.

1   **Q.   Does Section 251(a)(1) of the Act create rights for Socket to demand under what**  
2       **standards CenturyTel must negotiate and/or arbitrate terms and conditions of**  
3       **direct or indirect interconnection?**

4   **A.**   No. The compliance with the general interconnection obligation of Section 251(a) is not  
5       achieved through the implementation of negotiation or arbitration scheme of Section 252.  
6       Section 251(c)(1) of the Act sets forth the obligation for ILECs “to negotiate in good  
7       faith in accordance with section 252 the particular terms and conditions of agreements to  
8       fulfill the duties described in paragraphs (1) through (5) of subsection [251](b)] and this  
9       subsection [251(c)].”

10           Accordingly, the only sections of the Act which include “standards” for  
11       application under negotiation or arbitration are those contained in Sections 251(b) and  
12       (c). The explicit terms of Section 252 do not require such negotiation or arbitration with  
13       respect to Section 251(a). Similarly, Section 252(a)(1) permits ILECs to negotiate  
14       agreements “without regard to the standards set forth in subsections (b) and (c) of section  
15       251,” but does not mention any standards in subsection 251(a) because there are none. If  
16       Congress had intended that there also be Section 251(a) standards which are implicated  
17       for negotiation or arbitration purposes, then it would have also listed that section. The  
18       reason is that the general duty of Section 251(a) is just that -- without any specific  
19       standard for fulfillment.

20   **Q.   Has the FCC spoken to the issue of whether Section 251(a) is subject to the**  
21       **negotiation and/or arbitration requirements of the Act?**

22   **A.**   Yes. Although aspects of an FCC proceeding were vacated by the courts on grounds that  
23       do not affect the FCC’s fundamental analysis and observations on this issue, the FCC

1 came to similar conclusions about this interplay between Sections 251(a), (b), and (c),  
2 and the standards under which negotiations and arbitrations under Section 252 are  
3 applicable. The FCC concluded that “the general obligation of section 251(a) . . .” is not  
4 “implemented through the negotiation and arbitration scheme of section 252.” *See In the*  
5 *Matter of CoreComm Communications, Inc., and Z-Tel Communications, Inc. v. SBC*  
6 *Communications, Inc. et al., Order on Reconsideration*, File No. EB-01-MD-017, FCC  
7 04-106, released by the FCC on May 4, 2004 (“Z-Tel”) at para. 18 and footnote 44.

8 **Q. Would CenturyTel and Socket be in compliance with the general duty created by**  
9 **Section 251(a)(1) of the Act if the provisions in the Interconnection Agreement**  
10 **requiring the establishment of POIs based on thresholds of traffic volume apply?**

11 A. Yes. Both CenturyTel and Socket would be connected directly *or* indirectly. As such,  
12 both parties’ interconnection would comply with the duty established by Section  
13 251(a)(1) of the Act. There is no other implication presented by Section 251(a)(1).

14 **Q. Has the FCC found that so-called transit arrangements are an interconnection**  
15 **arrangement required under the Act?**

16 A. No. In over 700 pages of the FCC’s *First Report and Order* and its implementing rules,  
17 there is no discussion, whatsoever, of third-party, tandem-switched transit arrangements.  
18 In fact, the words “transit,” “transit service,” and “transit traffic” do not appear in that  
19 document.

20 **Q. Are third-party “transit” arrangements an interconnection obligation under the**  
21 **Act?**

22 A. No, and the FCC agrees.



1   **Q.    On what basis has the FCC agreed that “transit” arrangements are not an**  
2       **interconnection obligation?**

3    A.   First, in a Virginia Arbitration matter with the Bell Operating Company, Verizon, the  
4       FCC concluded it had not had “occasion to determine whether incumbent LECs have a  
5       duty to provide transit service under this [Section 251(c)(2)] provision of the statute, *nor*  
6       *do we find clear Commission precedent or rules declaring such a duty.” Memorandum*  
7       *Opinion and Order*, Petitions of WorldCom, Inc., Cox Virginia Telcom, Inc., and AT&T  
8       Communications of Virginia, Inc. Pursuant to Section 252(e)(5) of the Communications  
9       Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission  
10      Regarding Interconnection Disputes with Verizon Virginia, Inc., CC Docket Nos. 00-218,  
11      00-249, and 00-251, FCC 02-1731 (released July 17, 2002)(“*Verizon Arbitration Order*”)  
12      at para. 117 (emphasis added). Consequently, there can be no presumption of a  
13      requirement for CenturyTel or any other carrier to acquiesce to the unbridled use of a  
14      transit arrangement if there has been no finding that such arrangements are even a duty  
15      under the interconnection obligations set forth in the Act.

16           Second, the FCC acknowledged the status of transit services under the Act’s  
17      interconnection requirements when it stated (at paragraph 120) in its *Further Notice of*  
18      *Proposed Rulemaking*, In the Matter of Developing a Unified Intercarrier Compensation  
19      Regime, CC Docket No. 01-92, FCC 05-33 (released March 3, 2005) (“*Unified*  
20      *Intercarrier Compensation FNPRM*”):

21           Although many incumbent LECs, mostly BOCs, currently provide transit  
22      service pursuant to interconnection agreements, the Commission has not  
23      had occasion to determine whether carriers have a duty to provide transit  
24      service.

1           Thereafter, in the *FNPRM*, the FCC made the following statements: “We seek  
2           comment on the Commission’s legal authority to impose transiting obligations.” (*Id.*,  
3           para. 127) “If rules regarding transit service are warranted, we seek comment on the  
4           scope of such regulation.” (*Id.*, para. 130) “We also seek comment on the need for rules  
5           governing the terms and conditions for transit service offerings.” (*Id.*, para. 131)  
6           Finally, and most important, these FCC statements within the *FNPRM* were made with  
7           the acknowledgement that transit arrangements were assumed to be applicable to those  
8           situations “when carriers do not exchange significant amounts of traffic.” (*Id.*, para. 126  
9           (footnote omitted).)

10           This discussion is consistent with a reasonable expectation that transit  
11           arrangements may be useful for insignificant amounts of traffic and that nothing prevents  
12           the imposition of terms and conditions to migrate to individual POIs and trunk groups  
13           when there is more than insignificant volumes of traffic.

14   **Q.    What do the actual words of Section 7.0 of the Interconnection Agreement state?**

15   A.    The Section 7.0 terms and conditions are language proposed by Socket in the arbitration  
16           proceeding:

17           7.0    INDIRECT NETWORK INTERCONNECTION

18           7.1    Where one Party chooses to route traffic through a third-party Transit  
19                    provider, the third party must have a POI with the originating and  
20                    terminating carrier in the same LATA as the originating and terminating  
21                    Parties’ Local Routing Numbers (“LRNs”) as defined in the LERG. Each  
22                    Party must have connection to the third party.  
23

24   **Q.    Do the actual words of Section 7.0 of the Interconnection Agreement support**  
25           **Socket’s absolute position in this proceeding?**

1 A. No. The explicit language bestows no rights on Socket as Socket's arguments in this  
2 proceeding suggest. The words provide each party with a choice of whether it wants to  
3 route its traffic through a third-party Transit provider ("Where one Party chooses to route  
4 . . . through a third-party Transit provider . . ."). The Commission also agreed in its  
5 arbitration order where it states that Socket's language "allows a party to choose indirect  
6 interconnection . . ." Final Commission Decision, Case No. TO-2006-0299, issued June  
7 27, 2006, at p. 21.

8 There are no words suggesting that Socket has the right to demand whether  
9 CenturyTel elects such choice. There are no additional words to suggest that "one Party"  
10 really means only Socket with respect to the choice for each party.

11 In fact, the requirements of the Act, as well as the explicit words of Section 7.0 of  
12 the Interconnection Agreement, support a quite different conclusion. As I have explained  
13 above, the conclusions under *IUB I* and *IUB II*, made by the Court at a time after the FCC  
14 had developed its interconnection rules for the exchange of traffic with competitors, has  
15 clarified that CenturyTel is not required to provision an interconnection arrangement at  
16 the request of Socket that would involve arrangements superior, or at extraordinary cost,  
17 to what CenturyTel otherwise does for itself or with other carriers. CenturyTel does not  
18 and would not willingly agree to send traffic over transit arrangements unless there was  
19 some benefit and/or specific limits on costs and other potential detrimental conditions.  
20 Moreover, the language of Section 7.0 of the Agreement is consistent with the statute in  
21 that it affords CenturyTel the choice of how to comply with the general Section 251(a)  
22 duty.

1           Section 7.0 must also be read in the context of the words of the introductory  
2 section to subsection 4.3 that I have set forth above in this testimony. That introductory  
3 sentence in Section 4.3 clearly says that the additional POIs (and resulting arrangements)  
4 set forth in 4.3.1, 4.3.3 and 4.3.4 are triggered “as the volume of traffic exchanged  
5 between the parties increases . . . “ without any conditions related to Section 7.0.  
6 Moreover, where the parties are utilizing a transit arrangement pursuant to Section 7.0,  
7 the fact is that Socket already has a POI with the transit provider. Therefore, as the  
8 words of Section 7.0 state, if the volume of traffic increases as set forth in Section 4.3 and  
9 its subsections, additional POIs must be established.

10 **Q.   Why would CenturyTel not choose to route traffic via a transit arrangement with a**  
11 **third party?**

12 A.   There is the specter of the cost of transit that a third-party provider may attempt to  
13 recover from CenturyTel for traffic routed via the transit arrangement as well as the costs  
14 of extraordinary transport and switching to deliver the call to the transit provider. This  
15 cost could be substantial. This potential cost is further onerous given the fact that there  
16 would be no balancing of such cost considerations with a carrier such as Socket where  
17 there is only, or mostly, one-way traffic to ISPs. Socket does not route any (or very  
18 little) traffic via the transit arrangement. Socket would incur no transiting costs, and  
19 CenturyTel and the third-party transit provider would incur potentially unlimited costs  
20 under Socket’s “transit forever without limitation” position.

21           Furthermore, there would be a chilling effect on the state of competition if one  
22 group of carriers were allowed to dictate to carriers such as CenturyTel that CenturyTel  
23 must obtain services from, and rely upon, a third party carrier. There are numerous,

1 potentially anti-competitive implications that arise under that proposition for which no  
2 public notice and comment or policy analysis has been undertaken. In a competitive  
3 world, no carrier can be required involuntarily to obtain services from its potential  
4 competitor, but that is what Socket is attempting to impose upon CenturyTel.

5  
6 **IV. The analysis must also recognize the special circumstances of the one-way nature of**  
7 **the interconnection relationship with Socket for its ISP dial-up customers.**

8  
9 **Q. What are the issues related to dial-up ISP traffic and the interconnection**  
10 **relationship between Socket and CenturyTel?**

11 A. My understanding is that the vast majority, if not all, of the traffic exchanged at each POI  
12 between Socket and CenturyTel is traffic only in one-direction -- traffic directed to dial-  
13 up ISP customers served by Socket. Moreover, it appears that Socket's ISP customers  
14 are not located within the local calling area of the originating CenturyTel end users that  
15 place the dial-up calls to Socket's ISP customers. Socket apparently assigns to ISPs  
16 telephone numbers associated with a particular rate center area, but the ISP is located and  
17 served in a different rate center area. The industry refers to this as "Virtual NXX" or  
18 "VNXX" number assignment. Traffic that Socket carries to ISPs located beyond the  
19 local calling area of the originating user presents unique policy issues and implications to  
20 be discussed below.

21 **Q. The FCC has issued two orders dealing with dial-up ISP-bound traffic. What is the**  
22 **scope of ISP-bound traffic that the FCC address in those orders?**

23 A. In both cases, the dial-up, ISP-bound traffic that the FCC addresses is traffic directed to  
24 an ISP located within the local calling area of the end user placing the dial-up call. As

1 such, neither order attempts to address or change the treatment of traffic directed to ISPs  
2 that are not within the local calling area of the originating caller.

3 **Q. Can you point to the discussion that supports this conclusion?**

4 A. Yes. In the FCC's first ISP-bound Order released on February 26, 1999, in CC Dockets  
5 96-98 and 99-68, at para. 4, the FCC begins by describing the example of the type of dial-  
6 up traffic that it is addressing: "an ISP customer dials a seven-digit number to reach the  
7 ISP server in the same local calling area." (To avoid confusion, prior to NPA overlays,  
8 local calling area calls could be completed in many places using only 7-digit dialing.  
9 That is no longer the case in most areas.) At footnote 77 of the same order, the FCC  
10 concludes that its analysis and conclusions are "not inconsistent with our conclusion in  
11 the *Local Competition Order* that section 251(b)(5) reciprocal compensation obligations  
12 should apply only to traffic that originates and terminates within state-defined local  
13 calling areas." (The FCC references para. 1037 in the *First Report and Order*.)

14 In the very first substantive paragraph of the decision by the U.S. Court of  
15 Appeals for the District of Columbia (No. 99-1094) decided on March 24, 2000,  
16 reviewing the FCC's 1999 ISP-Bound order, the Court states, "[i]n the ruling under  
17 review, [the FCC] considered whether calls to internet service providers ('ISPs') within  
18 the caller's local calling area are themselves 'local.'"

19 In its second ISP-bound order in 2001, the FCC once again states, "the question  
20 arose whether reciprocal compensation obligations apply to the delivery of calls from one  
21 LEC=s end-user customer to an ISP in the same local calling area that is served by a  
22 competing LEC." *Order on Remand and Report and Order*, released by the FCC on  
23 April 27, 2001, in CC Docket Nos. 96-98 and 99-68 (to be referred to as the "ISP

1       *Remand Order*") at para. 13 . And the D.C. Circuit Court of Appeals, in reviewing this  
2       second FCC order, confirms once again, in the very first substantive paragraph of its  
3       decision that the scope of traffic under review by the court includes "calls made to  
4       internet service providers ('ISPs') located within the caller's local calling area." (U.S.  
5       Court of Appeals for the District of Columbia, Case No. 01-1218 decided on May 3,  
6       2002.)

7       **Q.     What relevance does this distinction have here?**

8       A.     Socket expects to assign, to ISPs, telephone numbers associated with rate center areas  
9       that are within the local calling area of certain CenturyTel end users while the ISPs are  
10       actually located outside of the local calling area. The dial-up traffic that Socket carries to  
11       those ISPs is neither local competitive interconnection traffic nor traffic that is within the  
12       scope of the two FCC ISP-bound decisions. For intercarrier purposes, this VNXX-  
13       enabled traffic, on the basis of an analysis of the originating and terminating points, is  
14       either intrastate or interstate interexchange traffic. This is the same as traffic that an  
15       interexchange carrier ("IXC") originates from, or terminates to, a local carrier to which  
16       the terms of originating or terminating access charge tariffs apply.

17             Assuming *arguendo* that Socket has some form of rights to demand certain  
18       treatment under the interconnection requirements (it does not), those rights would not  
19       extend to interexchange traffic outside the scope of the interconnection requirements.  
20       Traffic that is directed to ISPs located beyond the local calling area of the originating end  
21       user is neither within the scope of traffic subject to Section 251(b)(5) of the Act nor the  
22       FCC's ISP-bound decisions. In this case, Socket is an IXC; Socket is not providing  
23       exchange access, it is obtaining exchange access. Socket is the carrier transmitting the

1 call to its interexchange destination for its ISP customer. When Socket carries a call to  
2 an interexchange point, it is an IXC, and Socket is the carrier obtaining originating access  
3 services for such purposes. The point is that any competitive interconnection framework  
4 under which Socket claims rights, regardless of whether its analysis is right or wrong,  
5 that framework would not apply here. This traffic is subject to the framework of  
6 intrastate and interstate access pursuant to Section 251(g), and the terms and conditions  
7 that apply to intrastate and interstate access are established solely in access tariffs.

8 **Q. What are the policy implications here?**

9 A. No matter what treatment is afforded interexchange traffic directed to VNXX numbers  
10 assigned by Socket, the fact remains that Socket's form of service creates significant  
11 costs for CenturyTel when CenturyTel routes this traffic to a distant POI, and additional  
12 costs for both CenturyTel and third party carriers where that traffic is routed via a transit  
13 arrangement. There is no real basis to impose those costs on carriers like CenturyTel and  
14 the transit provider when it is Socket and its ISP customer that enjoys the benefits of this  
15 novel interexchange service (*i.e.*, the ISP receives service like 800 service). Moreover,  
16 indirect transit arrangements further limit Socket's costs for this one-way traffic, and  
17 impose greater relative costs on CenturyTel and the transit provider. Given these facts,  
18 the terms and conditions should not further unjustly reward Socket by allowing Socket to  
19 unilaterally perpetuate transit arrangements. Allowing Socket to maintain a transit  
20 arrangement without any conditions merely exacerbates the already unfair and  
21 unwarranted circumstances. For these reasons alone, the threshold volumes of traffic  
22 conditions set forth in section 4.3 should be applied in all situations. This treatment is  
23 more than fair given that Socket is really obtaining an originating access service for its



1 interexchange ISP customer service, and under proper circumstances should actually be  
2 paying originating access to CenturyTel and the intermediary carrier.

3  
4 **V. Socket's claim that the new interconnection agreement terms and relationship**  
5 **between the parties should be interpreted and applied as if the existing**  
6 **interconnection arrangements never existed is without merit.**

7  
8 **Q. What is the essence of Socket's claim regarding the existing interconnection**  
9 **arrangements and the new interconnection agreement?**

10 A. As the Socket witness explains (Kohly Direct at p. 37), Socket wants to apply the terms  
11 of the arbitrated agreement as if the existing trunking arrangements and POIs had never  
12 existed -- as if there is a "clean slate." As such, some of the arguments in the Socket  
13 Complaint are based on the proposition that Socket should be allowed to dismantle its  
14 interconnection arrangements and begin anew, as if no traffic ever existed, no trunking  
15 had been established, and no POIs ever existed. In essence, Socket's clean slate approach  
16 is an attempt to provide it with the means to avoid, for as long as possible, the provisions  
17 adopted in the arbitrated interconnection agreement (*i.e.* establishing and/or maintaining  
18 POIs and paying for facilities that Socket obtains from CenturyTel) by starting over.  
19 This argument has no merit.

20 **Q. Are there other implications of Socket's peculiar logic regarding its clean slate**  
21 **approach?**

22 A. Yes. Socket's apparent clean slate argument is not consistent with the facts. No clean  
23 slate existed at the time the arbitrated agreement became effective. There were POIs,  
24 trunking facilities, and traffic was flowing through these arrangements.

1           If Socket really believed that its clean slate proposition applies, then it would have  
2 to actually start from scratch. All interconnection would have to be terminated. It would  
3 have to order all new interconnection services and arrangements, pay non-recurring  
4 charges, and establish new facilities. Instead, Socket's approach is one in which it wants  
5 to selectively determine where and how its novel clean slate approach should apply, at its  
6 sole benefit, and wants everyone to omit any other negative result that might also follow  
7 from its otherwise irrational approach.

8  
9 **VI. It is efficient to maintain dedicated trunking facilities where such arrangements**  
10 **already exist between the parties, provided that Socket is not charged for facilities**  
11 **when traffic volumes no longer surpass the established threshold.**

12 **Q. Please explain your position on this stated issue.**

13 A. As I have explained above, the parties have over time established POIs, facilities, and  
14 trunking for the traffic related to specific exchanges. On the effective date of the  
15 arbitrated agreement, there were existing POIs and traffic exchange facilities in place. It  
16 is my understanding that most, if not all, of the existing POI and trunking arrangements  
17 were established by Socket by leasing from CenturyTel any necessary facilities from  
18 Socket's network to the individual POI. At the effective date of the arbitrated agreement,  
19 CenturyTel identified those exchanges where existing POIs and trunking facilities were  
20 in place but the volume of traffic does not reach, or no longer reaches, the thresholds set  
21 forth in section 4.3 of Article V of the Interconnection agreement. In those instances,  
22 CenturyTel ceased charging Socket for facilities to connect to the POI under the  
23 recognition that such POI and facilities would not otherwise be required. Retaining the  
24 trunking arrangement, but not charging Socket for the additional costs related to  
25 maintaining that arrangement, is efficient for both parties and should be encouraged

1 given the fact that both parties have already provisioned these arrangements.

2 **Q. Why is maintaining the arrangement in those instances efficient for both parties?**

3 A. Both parties have already expended resources to program switches and provision their  
4 network architecture to exchange traffic at the existing points (for particular exchanges)  
5 over specific trunking arrangements. Keeping the existing arrangement in place avoids  
6 both parties having to reconfigure and program their networks to exchange traffic via a  
7 different route and different network arrangements. Moreover, to the extent that Socket  
8 is not charged for the additional facilities that are otherwise needed to maintain that  
9 specific POI and trunking arrangement, there is no net cost to Socket. Socket either  
10 exchanges traffic at that existing POI (and avoids reconfiguration costs) or changes to  
11 another POI and incurs new reconfiguration costs. If Socket does not have to pay for  
12 facilities to connect to the individual POI, there is no additional cost implication for  
13 Socket.

14 **Q. Why would Socket want to incur the reconfiguration cost to reroute traffic if**  
15 **CenturyTel is otherwise not charging Socket for the individual POI?**

16 A. That action, even if irrational, would bolster its positions here, and would be consistent  
17 with its intent to move *all* arrangements away from any individual POI, regardless of any  
18 threshold volume of traffic, to an indirect transit arrangement. Were it not for its interest  
19 in this consistency and its tactic to move all traffic to an indirect arrangement, there  
20 would be no reason for Socket to incur network reconfiguration costs, particularly since  
21 CenturyTel does not charge Socket anything for the individual POI facilities.

1 VII. There is no issue regarding tandem-end office network architecture with respect to  
2 Spectra.  
3

4 Q. What is your analysis of the Socket witness's discussion of CenturyTel-Spectra  
5 tandem-end office network architecture (*e.g.*, Kohly Direct at pp. 14-15)?

6 A. It is not clear what specific point Socket intends by this discussion. It appears that Socket  
7 is simply complaining that it does not like having to lease facilities from other carriers to  
8 reach the network of Spectra. Socket would like to be afforded more convenient and less  
9 costly options for it to provision facilities to Spectra's network for the establishment of  
10 interconnection. Socket's general complaint here is nothing more than a affirmation of  
11 the fact that Socket does not actually provide any service within the exchanges served by  
12 Spectra. Instead, Socket's service is actually provided to ISPs at locations far from the  
13 actual rate center areas served by Spectra. (Actually, the same is true for the other  
14 CenturyTel LEC.) If Socket actually provided local exchange service in Spectra service  
15 exchanges, it would have facilities there, and it would have already needed to provision  
16 some form of network to reach those areas. Because its service there is only on a  
17 "virtual" basis, it really does not provide facilities-based service, at all, and has no  
18 network there, and has never provisioned any network arrangements even to touch the  
19 areas in which it claims to provide service. As such, Socket's protestations here are  
20 nothing more than a confirmation of its own virtual service scheme and Socket's attempt  
21 to transfer as much cost and facility responsibility as possible to other carriers to further  
22 support and reward that virtual service plan.

23 It also appears that Socket's complaining is nothing more than the recognition that  
24 Spectra serves relatively more rural areas in the State for which readily available or  
25 inexpensive connecting facilities do not exist to connect to those areas as may exist in

1 more urban areas. Of course, Socket's virtual service scheme allows Socket to avoid the  
2 costs of actually serving otherwise more rural areas that are characterized by higher per-  
3 unit costs. Its arguments are nothing more than attempts to force Spectra to fund  
4 Socket's VNXX service to ISPs at the cost of Spectra and its general body of customers.

5 **Q. Does Socket have the same POI requirements and options with Spectra as it does**  
6 **with the other CenturyTel LEC in this proceeding?**

7 A. Yes. Socket can utilize an indirect transit interconnection arrangement until POI traffic  
8 volume thresholds related to traffic with individual exchange areas reaches the  
9 established thresholds under Section 4.3. After a threshold is reached, the parties are  
10 required to establish a POI within the relevant exchange pursuant to the implementation  
11 details of Section 4.3. At this point, the existence of a tandem-end office architecture is  
12 irrelevant because the POI is established with dedicated facilities to the subject exchange  
13 in which the threshold volume of traffic has been reached. As such, Mr. Kohly's  
14 discussion of tandems is not relevant to the establishment of POIs. Again, Mr. Kohly's  
15 arguments are merely a complaint about the network costs of serving more rural and  
16 dispersed service areas.

17  
18 **VIII. There is no issue regarding one-way or two-way trunks.**

19 **Q. The Socket witness (Kohly Direct at p. 21) suggests that "all direct trunking should**  
20 **be two-way trunking as opposed to one-way trunking." What is the issue?**

21 A. There is no issue. It is my understanding that in the past there was some limited instance  
22 of switch technology that necessitated one-way trunks, but that condition no longer  
23 exists. As Mr. Kohly admits, CenturyTel has informed Socket that two-way trunks are

1 available everywhere. (*Id.*) Socket is free under the interconnection agreement to order  
2 two-way trunks, but apparently has never done so. Therefore, there is no issue.

3 If there is some additional hidden agenda contained in Mr. Kohly's discussion at  
4 pp. 21-22, then my only response is that the terms of the Interconnection Agreement  
5 apply. Sections 4.8 and 4.9 of Article V establish that each party is responsible for  
6 providing the necessary equipment and facilities, as well as engineering and maintenance  
7 of the equipment and facilities, for the network on its side of the POI.

8 **IX. There is no issue regarding host and remote exchanges.**

9 **Q. The Socket witness (Kohly Direct at pp. 22-23) discusses issues related to traffic**  
10 **volumes and exchanges served by host-remote central office complexes. What**  
11 **response do you have to that discussion?**

12 **A.** I will dissect Mr. Kohly's remarks and respond to each apparent point.

13 First, at lines 13-15 of his direct testimony, Mr. Kohly emphasizes that the  
14 volume of traffic threshold criteria in the Interconnection Agreement is applied  
15 separately, on an individual exchange basis, regardless of whether the exchange is served  
16 with a host or remote switch. CenturyTel agrees that the threshold evaluation is based on  
17 individual exchanges. CenturyTel will not invoke a POI requirement unless the remote  
18 or the host, individually, reach the threshold. Therefore, there is no issue.

19 If the threshold is reached in the exchange served by the remote, then the POI  
20 requirement is applied. If the threshold is reached in the exchange served by the host,  
21 then the POI requirement is applied. Of course, the next issue involves what happens  
22 with respect to a POI, trunking, and traffic exchange when either the remote exchange or  
23 the host exchange individually reach the threshold.

1   **Q.    What reaction do you have to Mr. Kohly's discussion on page 23 of his direct**  
2       **testimony where he discusses a specific example of a host and remote complex?**

3   **A.**   First, Mr. Kohly correctly points out first at p. 22 of his direct testimony that where the  
4       threshold is reached in the remote exchange, it may make sense for both parties to  
5       connect in the host exchange since all traffic to the remote exchange must be processed  
6       through the host office. As I will discuss below, there may be additional reasons to  
7       connect there. Beyond that, it is not clear what issue, if any, Socket intends by this  
8       discussion. The language of the Interconnection Agreement speaks for itself, and the  
9       terms and conditions are addressed at Section 4.6 of Article V.

10               Nevertheless, one should examine Mr. Kohly's actual example more closely. His  
11       example is one where the threshold volume of traffic is reached for the host exchange,  
12       but not for the remote exchange. Of course, based on the fact that all traffic for both of  
13       the exchanges (the host-remote complex) must be processed through the host exchange, it  
14       is more than reasonable and CenturyTel would be willing, once a direct POI is  
15       established for the host exchange, to use that POI for the parties' traffic related to both  
16       exchanges. In other words, if the threshold is reached in either the host exchange or the  
17       remote exchange, the POI facilities that would be established regardless of any other  
18       consideration should be used for traffic related to the entire host-remote complex. That  
19       would place more traffic on the newly established POI facilities and create greater  
20       economy of scale on a per-minute basis for the single POI for the combined Host-Remote  
21       complex area.

22   **Q.    Does this conclude your testimony?**

23   **A.**   Yes.