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APR 25 2006

Missouri Public
Service Commission

Exhibit No.:

Issue(s): Article XIII: OSS; Article XV:

Performance Measurements

Witness: Carla Futch Wilkes

Type of Exhibit: Rebuttal Testimony

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

Case No.: TO-2006-0299

Date Testimony Prepared: April 5, 2006

REBUTTAL TESTIMONY

OF

CARLA FUTCH WILKES

ON BEHALF OF

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

CASE NO. TO-2006-0299

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Case No(s) TO-2006-0299
Date 4-12-06 Rptr xf

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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 CARLA FUTCH WILKES

I, Carla Futch Wilkes, of lawful age and being duly sworn, state:

1. My name is Carla Futch Wilkes. I am presently Director IS Program Office & Customer Systems for CenturyTel Service Group, LLC.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal 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.


Carla Futch Wilkes

Subscribed and sworn to before this 6th day of April, 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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2 **CARLA WILKES**

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

5 **Q. ARE YOU THE SAME CARLA WILKES WHO FILED DIRECT TESTIMONY IN**
6 **THIS PROCEEDING?**

7 **A. Yes.**

8 **Q. WHAT ISSUES DO YOU ADDRESS IN YOUR REBUTTAL TESTIMONY?**

9 **A. My rebuttal testimony will rebut issues raised by Socket Telecom, LLC (“Socket”) witnesses**
10 **Kurt Bruemmer, Stephen E. Turner, and R. Matthew Kohly regarding the following:**

11 (1) Mr. Kohly and Mr. Turner contend in the context of the acquisition of the
12 Verizon assets now within its service territory CenturyTel of Missouri, LLC allegedly
13 committed to a real-time, fully-integrated, electronic interface to CenturyTel’s OSS of the
14 sort that Socket proposes in its version of Article XIII, but has failed to provide it. I will
15 describe the Nonunanimous Stipulation and Agreement and the Order resulting from that
16 proceeding, and I will illuminate, as an advisor in that case, exactly what improvements were
17 the subject of CenturyTel’s commitments. I will also point out—in response to Socket’s
18 claims that CenturyTel made a commitment beyond the electronic Web-based, Graphical
19 User Interface or “Web GUI” it has provided to CLECs—the fact that Socket remained silent
20 on this alleged “breach” until June, 2005, some two and one-half years after the CenturyTel
21 of Missouri, LLC acquisition and well into the string of matters leading to this dispute. Even
22 now, Socket has not requested any changes for CenturyTel’s current Web GUI, and until it

1 became an opportunity to add "atmosphere" to this proceeding, Socket did not even mention
2 the alleged lack of agreed access to OSS.

3 (2) Mr. Bruemmer claims that CenturyTel did not consider CLECs when building
4 their "new system", thus denying them access to the system's capabilities. This is simply
5 incorrect, as I describe below.

6 (3) Mr. Bruemmer proposes new meeting and security requirements if a new
7 interface is imposed on CenturyTel.

8 I also explain CenturyTel's position on Socket's proposed Article XIII, including an
9 explanation that the access to OSS that Socket proposes cannot be justified because of its
10 negative effects upon both CenturyTel and CLECs, including Socket. In an effort to help the
11 Commission correlate my rebuttal testimony with my direct testimony, I have addressed the
12 issues in the order I addressed them in my direct testimony.

13 **Q. WHAT ISSUES DID YOU ADDRESS IN YOUR DIRECT TESTIMONY?**

14 A. My direct testimony supported the direct testimony of Ms. Maxine Moreau, which in part
15 addresses disputed issues pertaining to Operations Support Systems ("OSS") (Article XIII of
16 the proposed interconnection agreement). My direct testimony focused on the modifications
17 to CenturyTel's current OSS interfaces that would be required to achieve Socket's Article
18 XIII demands and explained how much the OSS-related system modifications and
19 operational changes would be expected to cost.

I.
ARTICLE XIII JOINT ISSUE STATEMENT (OSS)

AGREED ISSUE STATEMENT: Should the Agreement contain an Article addressing Operations Support Systems issues?

Q. WHAT DOES SOCKET ARGUE IS THE BASIS FOR ITS CLAIM THAT IT IS ENTITLED TO ELECTRONIC ACCESS TO CENTURYTEL'S OSS, AS PROPOSED IN SOCKET'S ARTICLE XIII?

A. Socket states in direct testimony that CenturyTel committed to develop a web based support system during the proceedings leading to approval of CenturyTel of Missouri acquisition of certain assets of Verizon Communications (the "CenturyTel Missouri Acquisition"). Socket also contends CenturyTel represented in those proceedings that there would be no material adverse impact to the interconnection arrangements CLECs had in place with Verizon, but that CenturyTel did not deliver on that promise. Socket claims that Verizon provides extensive electronic access to OSS for CLECs, but CenturyTel does not, and that the lack of a real-time electronic interface to CenturyTel's OSS has had an adverse impact on its interconnection arrangement with CenturyTel. Socket also states in its direct testimony that the Commission approved the CenturyTel Missouri Acquisition, in part, because of CenturyTel's commitments, but that CenturyTel has not met them.¹

Q. IS SOCKET CORRECT?

A. No. Socket is simply wrong on all these points.

¹ Bruemmer Direct at 10:12-21, 11:14, 15:7; Turner Direct at 28:20-24, 29:1-20; Kohly Direct at 99:12-18.

1 **Q. WHAT ROLE, IF ANY, DID YOU PLAY WITH CENTURYTEL DURING THE**
2 **PROCEEDINGS TO APPROVE THE CENTURYTEL MISSOURI ACQUISITION?**

3 A. I was an employee of CenturyTel at the time of the CenturyTel of Missouri Acquisition and a
4 advisor in the proceedings on behalf of CenturyTel. Specifically, I was the Information
5 Systems Project Manager for the CenturyTel of Missouri Acquisition.

6 **Q. DID CENTURYTEL COMMIT IN THE ACQUISITION PROCEEDING TO**
7 **PROVIDE A "REAL-TIME ELECTRONIC INTERFACE" TO CENTURYTEL'S**
8 **OSS SIMILAR TO THAT WHICH AT&T/SBC PROVIDES?**

9 A. No, CenturyTel did not commit to a "real-time electronic interface" to CenturyTel's OSS,
10 similar to that which AT&T/SBC provides. Nor did CenturyTel commit to the OSS that
11 Socket has demanded in its version of Article XIII.

12 **Q. WHAT DID CENTURYTEL AGREE TO PROVIDE IN THE CONTEXT OF THE**
13 **PROCEEDINGS TO APPROVE THE CENTURYTEL OF MISSOURI**
14 **ACQUISITION?**

15 A. CenturyTel committed to develop a web-based support system, the "Web GUI."

16 **Q. ON WHAT DO YOU BASE THAT CONTENTION?**

17 A. The proposal to provide the web-based solution in lieu of the kind of access to OSS that
18 Verizon offered is addressed in the direct testimony of Mr. Ken Matzdorff in Case No. TM-
19 2002-232, where he says, "...CenturyTel is working toward a web-based solution that should
20 allow for automation to the interconnecting companies. We anticipate this functionality to be
21 available within nine months of the expected close date of the transaction."² Mr. Matzdorff

² Missouri Public Service Commission, Case No. TM-2002-232, Direct Testimony of Kenneth M. Matzdorff on behalf of CenturyTel of Missouri, LLC, Feb. 21, 2002, pp. 15 - 16 (emphasis added).

1 did not state that real time electronic integration into CenturyTel's Operational Support
2 Systems would be provided.

3 **Q. HAS CENTURYTEL DEPLOYED THE WEB-BASED SOLUTION THAT MR.**
4 **MATZDORFF DESCRIBES?**

5 A. Yes. What we call the "Web GUI," or the Web-based graphical user interface, is the web-
6 based solution that CLECs use today for CSRs and LSR order entry.

7 **Q. DID MR. MATZDORFF EXPLAIN TO THE COMMISSION WHAT THE IMPACT**
8 **UPON CLECS OF CENTURYTEL'S SUCCEEDING VERIZON AS THE**
9 **INCUMBENT LEC IN INTERCONNECTION ARRANGEMENTS WOULD BE?**

10 A. Yes. Mr. Matzdorff testified, as follows:

11 *CenturyTel will enter into agreements with the other telecommunications*
12 *providers appropriate for maintaining existing interconnections to the*
13 *purchased properties and resale of services in the purchased properties and*
14 *resale of services in the purchased properties. To the extent possible these*
15 *new agreements will contain rates, terms and conditions identical to those*
16 *that were provided by Verizon. Deviations will occur only in those instances*
17 *where they are necessitated by differences between the underlying Verizon*
18 *and CenturyTel support systems. All agreements are currently being*
19 *reviewed to identify any such instances. To date, the only deviation identified*
20 *pertains to the electronic interface support system. To the extent that Verizon*
21 *offers electronic interface to operations support system functions, CenturyTel*
22 *will have to accomplish this interface via a call-in or paper transmission by*
23 *the CLEC to a customer service representative.³*

24 Realizing that Verizon had a real time electronic interface to its OSS for providing service to its
25 predominantly urban CLEC customer base, Mr. Matzdorff candidly called out the system
26 differences during his testimony at the time of the CenturyTel of Missouri Acquisition.

27 **Q. DID THE COMMISSION RECOGNIZE THE DIFFERENCES BETWEEN**
28 **VERIZON AND CENTURYTEL THAT MR. MATZDORFF POINTED OUT AND**

³ Case No. TM-2002-232, Direct Testimony of Kenneth M. Matzdorff at pp. 15 – 16 (emphasis added).

1 **APPROVE THE TRANSACTION, ANTICIPATING THOSE DIFFERENCES**
2 **WOULD REMAIN?**

3 A. Yes. As the approved Nonunanimous Stipulation and Agreement for Case No. TM-2002-
4 232 states:

5 *[CLEC interconnection] agreements will be substantially similar to the*
6 *current agreements with Verizon with only technical differences to reflect the*
7 *way CenturyTel interfaces with the CLEC.... CenturyTel shall perform all*
8 *obligations set forth in such interconnection agreements except for functions,*
9 *services or elements that CenturyTel is technically incapable of providing. In*
10 *any proceeding concerning the technical infeasibility or unreasonableness of*
11 *a particular provision of the Interconnection Agreement, the burden is on*
12 *CenturyTel to prove such assertion. Notwithstanding the forgoing, CLECs*
13 *understand and agree that the method used by CenturyTel to process service*
14 *orders will be different from the method currently utilized by Verizon.*
15 *CenturyTel agrees to make available at the time of the transfer an Internet-*
16 *based e-mail service ordering system, and CLECs may choose between*
17 *placing orders by facsimile or e-mail.*"⁴

18 As the Nonunanimous Stipulation and Agreement provides, CenturyTel committed to and was
19 subsequently ordered by the Commission to provide "an Internet-based e-mail service
20 ordering system" at the time of acquisition. There was an explicit acknowledgment that
21 access to OSS of the type that could have been made available to a CLEC customer of
22 Verizon would not be made available to a CLEC customer of CenturyTel.

23 **Q. WHY DIDN'T CENTURYTEL OFFER TO PROVIDE ACCESS TO ITS OSS THAT**
24 **IS SIMILAR TO THAT WHICH VERIZON PROVIDED?**

25 A. Although CenturyTel subsidiaries operate in 22 states, the service territory is almost
26 exclusively rural. As of the time of the CenturyTel Missouri Acquisition, and continuing

⁴ Missouri Public Service Commission, Case No. TM-2002-232, Nonunanimous Stipulation and Agreement, March 21, 2002, pp.4 - 5 (emphasis added).

1 through today, CLEC demand for CenturyTel unbundled network elements and other CLEC
2 services or facilities remains very low. In fact, the following table reflects CenturyTel's
3 Missouri-specific and national volumes of the requests for Customer Service Records
4 ("CSRs") and Local Service Requests ("LSRs") that CLECs submit to CenturyTel:

CLEC Transactions

Pre-Ordering Transactions (CSRs)

<u>Monthly Average CenturyTel Counts</u>	<u>CenturyTel</u>	<u>% Compared to SBC</u>
Socket Only	*■*	*■*%
Missouri including Socket	39	0.0012%
All CenturyTel Properties	178	0.0057%

SBC- Midwest⁵ 3,146,337 (Monthly Average January-May 2003)

Local Service Request Transactions (LSRs)

<u>Monthly CenturyTel Counts</u> ⁶	<u>CenturyTel</u>	<u>% Compared to SBC</u>
Socket Only	*■*	*■*%
Missouri including Socket	1,260	0.1888%
All CenturyTel Properties	5,939	0.8899%

SBC - Midwest⁷ 667,400 (Monthly Average January-May 2003)

CenturyTel's order volume may be contrasted, for instance, with SBC/AT&T, which has implemented more complex systems for their many CLEC customers and a multitude of CLEC orders. Note that the volume of orders CenturyTel receives is only a fraction of a percent of the volume of orders that SBC-Midwest, which is only one region of SBC/AT&T, receives. The bottom line is that the cost of this type of access is unreasonable in light of the volume of transactions it would support.

⁵ See SBC Application, App. A, Vol. 2, Tab 11, Affidavit of Mark J. Cottrell and Beth Lawson ("SBC Affidavit"), as cited *In the Matter of Joint Application by SBC Communications Inc., Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, The Ohio Bell Telephone Company, Wisconsin Bell, Inc. and Southwestern Bell Communications Services, Inc. for Provision of In-Region, InterLATA Services in Illinois, Indiana, Ohio, and Wisconsin*, WC Docket No. 03-167, Memorandum Opinion and Order, FCC 03-243, (Released October 15, 2003), p. 7.

⁶ This number includes number of orders received plus number of orders jeopardized and resubmitted.

⁷ SBC Affidavit. at 8.

1 Q. ARE THERE OTHER REASONS WHY CENTURYTEL WOULD NOT HAVE
2 COMMITTED TO IMPLEMENT THE REAL TIME INTERFACE AT THE
3 CLOSING OF THE TRANSACTION?

4 A. Yes. In addition to the fact that any proposal to implement real-time access to its OSS would
5 be economically unreasonable both for CenturyTel and the CLEC community that would be
6 bound to pay for it, CenturyTel was careful not to promise to design, build, test, or
7 implement a complex system of access to CenturyTel's OSS. First, such a project would
8 have been overwhelming in the context of CenturyTel's conversion of the 396,000 access
9 lines in Missouri to its own systems. Second, CenturyTel was also in the process of
10 implementing a new customer care and billing system, but at the time of the acquisition, the
11 system was not yet ready. CenturyTel's Missouri customers were, therefore, first converted
12 into CenturyTel's Legacy Customer Care & Billing System ("Legacy System") in September
13 of 2002, and then they were converted from the Legacy System into the new system in
14 September of 2004. If it had made the promise that Socket claims CenturyTel made,
15 CenturyTel would have had to write the real time interfaces to the Legacy System, and then
16 turn around and write them to interface with the new system prior to converting Missouri in
17 2004. In essence, CenturyTel would have doubled its expenditure for building interfaces to
18 its operational systems.

19 CenturyTel simply did not have those kinds of resources. Given enough time and
20 money, it could have been done, but CenturyTel did not offer to deploy the system, and the
21 Commission did not require that it be deployed.

22 Q. DID MR. MATZDORFF'S TESTIMONY TAKE THESE CONCERNS INTO

1 **CONSIDERATION?**

2 A. Yes. In his testimony, Mr. Matzdorff stated, "In any event, it is not expected that this, or any
3 other such deviation will have a material impact on the interconnection/resale arrangements.
4 As with the above detected issue, a suitable procedure will be adopted in any other instance
5 where a technical issue arises to ensure a performance level comparable to that offered by
6 Verizon."⁸ Basically, Mr. Matzdorff was stating that where CenturyTel lacked in electronic
7 access to OSSs, CenturyTel would put processes and procedures in place to provide
8 performance comparable to that which CLECs had experienced from Verizon.

9 **Q. DID CENTURYTEL MEET ITS COMMITMENT TO BUILD A WEB-BASED**
10 **SOLUTION?**

11 A. Yes. CenturyTel implemented a web-based solution that allows CLECs to enter and track
12 both LSRs and CSRs where they had to call a Customer Service Representative, send an
13 email or facsimile a request previously.

14 **Q. IS THIS AN AUTOMATED INTERFACE?**

15 A. Yes. Mr. Bruemmer is incorrect in his comment that the current Web GUI is not an
16 automated interface.⁹ Although a CenturyTel representative retypes orders, the web site
17 provides an automated way to enter, maintain, supplement and track LSRs and CSRs made
18 by the CLEC, as opposed to emailing them or sending them by facsimile. Access Service
19 Requests ("ASRs") are still accepted by e-mail and facsimile, exactly how CenturyTel
20 handles orders for other access services for its other customers. In all instances, the

⁸ Case No. TM-2002-232, Direct Testimony of Kenneth M. Matzdorff at. 15-16.

⁹ Bruemmer Direct at 11:13.

1 provisioning interval is the same for CLECs as it is for CenturyTel, particularly under the
2 proposed ICA with Socket.

3 **Q. WHAT IS YOUR RESPONSE TO THE OTHER REASONS SOCKET ARGUES**
4 **THAT IT IS ENTITLED TO A REAL-TIME ELECTRONIC INTERFACE TO**
5 **CENTURYTEL'S OSS?**

6 A. First, Mr. Bruemmer claims to be frustrated by CenturyTel's recent implementation of a new
7 system for access to CSR information without making provisions for CLECs to access the
8 new system in real time.¹⁰ Although the final conversion for the new system was October 22,
9 2004, the requirements for the new system—the underlying features to be implemented—
10 were established in March of 2001. The CenturyTel of Missouri, LLC acquisition had not
11 even been announced at that time. And, although the Spectra Communications Group,
12 LLC's acquisition of different Verizon assets had closed, Socket did not have a
13 CLEC/incumbent LEC relationship with Spectra. Perhaps more importantly, the
14 CLEC/Reseller order volume in CenturyTel of Missouri territory was miniscule compared
15 even to the extremely low volumes received today and was virtually non-existent in Spectra
16 territory. In fact, throughout CenturyTel's total service area, CLEC ordering volumes were,
17 as they continue to be today, so low that CenturyTel could not justify incurring the expense
18 to provide CLECs real-time electronic access to these systems. Again, if CenturyTel had built
19 it, CLECs would have been bound to pay for it. This did not appear to be a reasonable path
20 to take for anyone.

¹⁰ Bruemmer Direct at 12:7.

1 Second, Mr. Bruemmer and Mr. Turner state that there are other reasons for implementing real-time
2 access to CenturyTel OSS. Socket testifies that a fully automated system would improve
3 efficiencies for both companies and that CenturyTel's inability to provide fully automated
4 OSS directly affects end user customers in the exchanges both in cost and efficiency.¹¹ I
5 agree that a fully automated access to OSS would potentially improve efficiencies with both
6 companies, but only if cost is disregarded and the time needed to design, build, test,
7 implement, and train CLEC and CenturyTel employees is immaterial. Obviously, these
8 things cannot be disregarded. In addition, I disagree with Socket's claim that the lack of fully
9 automated electronic interfaces directly affects end user customers negatively. CenturyTel is
10 committed to provide enhancements to its existing manual and electronic order processes that
11 will provide appropriate quality levels and timeliness without the extraordinary cost of
12 Socket's proposal.

13 **Q. HOW DO YOU RESPOND TO SOCKET'S BELIEF THAT NINE MONTHS IS AN**
14 **APPROPRIATE TIMEFRAME FOR DEVELOPMENT OF THE ELECTRONIC**
15 **INTERFACE?**

16 **A.** Mr. Bruemmer suggests a nine-month implementation of a real-time electronic interface to
17 CenturyTel's OSS is supported by Mr. Matzdorff's CenturyTel Missouri Acquisition
18 testimony.¹² As I stated earlier, CenturyTel's offer to implement changes to its OSS access
19 was not a proposal to implement real-time electronic access to its OSS, but is the Web GUI
20 that is in place today. As I stated in my direct testimony, along with Ms. Moreau's¹³ direct

¹¹ Bruemmer Direct at 13:8-12; Turner Direct at 29:14-20.

¹² Bruemmer Direct at 14: 4-5.

¹³ Moreau Direct at 11:12-19.

1 testimony, it would take a minimum of * [REDACTED] * and \$* [REDACTED] * to implement the
2 OSS that Socket has requested in Article XIII.

3 **Q. HOW DO YOU RESPOND TO SOCKET'S PROPOSITION THAT MEETINGS BE**
4 **HELD TO PROVIDE PROGRESS UPDATES AS INTERFACES ARE DEVELOPED;**
5 **THAT COMMISSION STAFF ALSO PARTICIPATE IN THE MEETINGS; AND**
6 **THAT SOCKET PARTICIPATE IN OPERATIONAL READINESS TESTING?¹⁴**

7 A. Although CenturyTel does not believe the electronic access to OSS that Socket is demanding
8 in its Article XIII is reasonable, necessary, or cost-effective, if CenturyTel were required to
9 implement such a system, CenturyTel would expect that there would be status meetings held
10 between the two parties and that Socket would participate in Operational Readiness Testing.
11 CenturyTel would also welcome Commission Staff participation in any and all meetings.

12 **Q. HOW DO YOU RESPOND TO SOCKET'S ELABORATION ON SECURITY AND**
13 **PROPER USE PROPOSED IN ARTICLE XIII?¹⁵**

14 A. Once again, CenturyTel does not believe the method of access to OSS that Socket demands
15 in its Article XIII is appropriate, but if CenturyTel were required to implement such access,
16 both CenturyTel and CLECs would demand high levels of security and measures to ensure
17 legal use of the systems. CenturyTel takes customer privacy very seriously and would
18 implement the necessary measures to protect that privacy.

¹⁴ Bruemmer Direct at 14:7.

¹⁵ Bruemmer Direct at 14:14.

1 **Q. HOW DO YOU RESPOND TO MR. BRUEMMER'S DEMAND FOR POST TO BILL**
2 **NOTICES?**¹⁶

3 A. As I stated in my direct testimony, for local orders that are billed from CenturyTel's end-user
4 billing system, the completed date of the order is the post-to-bill date. Since direct testimony
5 was filed, CenturyTel has negotiated with Socket to provide an email notification stating
6 when the order was completed. This email should serve as the post to bill notice. The
7 charges would appear on the next month's bill.

8 **Q. IS CENTURYTEL AT PARITY FOR THESE NOTICES?**

9 A. Yes. CenturyTel does not provide notifications to CenturyTel's own customers concerning
10 when charges will post to their bill.

11 **Q. HAS CENTURYTEL REFUSED TO PROVIDE FOR AN ACCESS TO OSS**
12 **ARTICLE IN THE PROPOSED INTERCONNECTION AGREEMENT?** ¹⁷

13 A. No. First, as Ms. Moreau testifies in her Rebuttal, many articles of the proposed agreement
14 are infused with access to OSS provisions that relate to their specific subject matters. Many
15 of these provisions are agreed upon between the Parties. Second, CenturyTel first proposed
16 provisions to the agreement relating to OSS access in Article III, General Provisions, which
17 Socket rejected. Third, CenturyTel does not object to the existence of an "Article XIII—
18 Access to OSS" in the proposed agreement—just to the idea that it must contain the terms
19 that Socket demands. CenturyTel, therefore, asked in the context of negotiations whether
20 Socket would consider enhancements to CenturyTel's existing access to OSS in the context

¹⁶ Bruemmer Direct at 16:1-5.

¹⁷ Turner Direct at 28:9; Bruemmer Direct at 12: 5-6; Turner Direct at 30: 9-10.

1 of a "Service Level Agreement" or "SLA." CenturyTel offered Socket an SLA with
2 incorporated service intervals and remedies, but Socket refused to consider the offer. Socket
3 said that it wanted access based upon its demands in its proposed Article XIII and that there
4 was no middle ground. Nevertheless, although Socket's stance in negotiations would suggest
5 that it will reject the proposal out-of-hand, because Socket has demanded that there be an
6 Article XIII overhanging the access to OSS provisions of the other articles of the proposed
7 agreement, CenturyTel has devised yet another version of Article XIII that collects access to
8 OSS provisions and references to other articles in one place. Ms. Moreau has included
9 CenturyTel's offer with her testimony.

10 At the same time, CenturyTel contends that the Web GUI, along with its other
11 automated and manual processes and the enhancements to processes that have resulted from
12 the negotiation of the agreement that has been pursued as part of this Arbitration, are
13 sufficient and economical means to provide appropriate levels of quality and timeliness
14 required in CenturyTel's interactions with Socket. CenturyTel's proposed Article XIII meets
15 the lawful standards.

16 **Q. WHEN WAS SOCKET'S FIRST COMPLAINT TO CENTURYTEL ABOUT ITS**
17 **LACK OF OSS?**

18 **A.** I understand that CenturyTel first became aware of Sockets complaints in June 2005 when
19 Socket mentioned Mr. Matzdorff's commitment. That is two and one-half years after the
20 CenturyTel of Missouri, LLC conversion.

21 **Q. PRIOR TO JUNE 2005, HAS SOCKET REQUESTED CHANGES TO THE**

1 **CURRENT WEB GUI?**

2 A. No.

3 **Q. IS THERE COST JUSTIFICATION FOR IMPLEMENTING A REAL TIME FULLY**
4 **INTEGRATED ELECTRONIC OSS?**

5 A. No. As I stated in my direct testimony, the estimated cost for implementing a real-time
6 electronic access to OSS is \$* [REDACTED] * As Ms. Moreau stated in direct testimony, this is
7 the third time, including the CenturyTel of Missouri, LLC acquisition, that CenturyTel has
8 evaluated the impact of implementing this type of OSS¹⁸. Due to the extremely low pre-
9 order, order, and maintenance volumes, the cost is not justifiable. As Ted Hankins' direct
10 testimony points out, the impact of implementing this type of OSS for such a low CLEC
11 order volume will make the additive to non-recurring charges for CLECs very high.¹⁹

12 **Q. WHY IS REAL-TIME ELECTRONIC ACCESS TO OSS APPROPRIATE FOR**
13 **AT&T/SBC AND NOT FOR CENTURYTEL?**

14 A. As stated in the joint affidavit of Mark J. Cottrell and Beth Lawson regarding OSS for
15 AT&T/SBC – Midwest Region,²⁰ in the first five months of 2003, SBC – Midwest processed
16 electronically 15,731,686 pre-orders (3,146,337 monthly average) and 3,336,999 LSRs
17 (667,400 monthly average). As shown on page 7 of this rebuttal testimony, the percentage of
18 CenturyTel's total CLEC pre-order and order volume is *three to five orders of magnitude*
19 *lower* than that which SBC/AT&T experiences. Specifically, CenturyTel's total volume of
20 preorders is just .0057% of SBC/AT&T – Midwest's, and CenturyTel's total volume of

¹⁸ Moreau Direct at 13:10-23, 14:1-9.

¹⁹ T. Hankins Direct at 13:16-23.

²⁰ See SBC Affidavit, *supra*.

1 CLEC LSRs is just .8899% of SBC/AT&T – Midwest's. With the volume of transactions
2 that SBC – Midwest processes, not including all of the other AT&T/SBC regions, the cost
3 justification and the cost-recovery additive to non-recurring charges would be much more
4 justifiable to them than they are to CenturyTel given our volume of transactions.

5 **II.**
6 **CONCLUSION**

7 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

8 **A. Yes, it does.**