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**Exhibit No.:**

**Issue(s):** Article IX (Maintenance);  
Article XV (PMs);

**Witness:** Marion Scott

**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**

**MARION SCOTT**

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

**CASE NO. TO-2006-0299**

Exhibit No. BB  
Case No. TO-2006-0299  
4-12-06 ptr KF

BEFORE THE PUBLIC SERVICE COMMISSION

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 MARION R. SCOTT*

I, Marion R. Scott, of lawful age and being duly sworn, state:

1. My name is Marion R. Scott I am presently the Vice President for Network Operations for CenturyTel of Missouri, LLC.
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.

  
Marion R. Scott

Subscribed and sworn to before this 20<sup>th</sup> day of March, 2006.

  
Notary Public

My Commission expires: upon death

Susan Putman  
# 80799

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**DIRECT TESTIMONY OF MARION R. SCOTT**  
**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 Marion R. Scott. 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 employed by CenturyTel Service Group as Vice President of Network Operations.

**Q. WHAT ARE YOUR RESPONSIBILITIES AS VICE PRESIDENT OF NETWORK OPERATIONS?**

**A.** As Vice President of Network Operations, I oversee teams that are responsible for the standardization of operating procedures, safety, long distance services, and all Network Operations Center (NOC) activity. The NOC provides surveillance and support for all electronic network elements in the networks of CenturyTel's telephone operating companies. Thus, one of the primary responsibilities of my teams is to provide support to CenturyTel's technicians out in the field. In addition, my teams also are responsible for the CenturyTel's warehouse distribution centers.

**Q. HAVE YOU EVER TESTIFIED BEFORE ANY REGULATORY AGENCY?**

1 A. Yes. I testified before the Arkansas Public Service Commission in 2003. In that  
2 proceeding, CenturyTel sought a rate increase, and my testimony related generally to  
3 regulated network usage.

4 Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND  
5 PROFESSIONAL TRAINING.

6 A. I graduated from Eastern Oregon University with majors in Psychology and Business. I  
7 also attended a number of discipline-specific telephone schools such as the Telecom  
8 management series at Kansas State University and basic and advanced  
9 telecommunications engineering classes at Michigan State University. I have 24 years  
10 of experience in the telecommunications industry, during which I have held or managed  
11 numerous operational and technical positions, including but not limited to positions  
12 related to repair, dispatch, circuit design, central office programming, frame technician  
13 work, and field verifications. I held the position of Operations Manager for CenturyTel  
14 in Oregon for 2 years, during which time all of the field technicians and construction  
15 personnel reported to me. In addition, I was an outside plant and transmission  
16 engineer/manager for 10 years for one of CenturyTel's predecessor companies.

17 II.  
18 PURPOSE OF TESTIMONY

19 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

20 A. The purpose of my testimony is to address several disputed maintenance issues related to  
21 Article IX of the parties' Agreement, as well as maintenance-related Performance  
22 Measures. In Section III of my testimony, I will address the proper way to reflect in the  
23 Agreement the rights and responsibilities of the parties related to network outages. In  
24 addition, I will address the proper way to reflect in the Agreement Socket's point of  
25 contact at CenturyTel for maintenance-related issues, including interactions between the

1 parties related to outages and trouble tickets. In Section IV of my testimony, I will  
2 demonstrate why certain maintenance-related Performance Measures (PMs) proposed by  
3 Socket are neither reasonable nor appropriate for incorporation into the Agreement. In  
4 addition, I will demonstrate why CenturyTel's proposed maintenance-related PMs are  
5 reasonable and appropriate.

6 **III.**  
7 **ARTICLE IX DISPUTED ISSUES**

8 **ISSUE 1 (Sec. 4.1 & Sec. 5.1): Should Socket contact CenturyTel to obtain**  
9 **desired information relating to maintenance matters or should CenturyTel**  
10 **be required to provide such information in advanced and unsolicited?**

11 **Q. WHAT IS YOUR UNDERSTANDING OF THE BASIS OF THE DISPUTE IN**  
12 **SECTIONS 4.1 AND 5.1?**

13 **A.** It is my understanding that Socket is seeking affirmative and unsolicited notification by  
14 CenturyTel of emergency network outages that "affect or have the potential to affect"  
15 Socket's customers, as well as affirmative and unsolicited notification of any other  
16 maintenance-type events involving CenturyTel's central offices and inter-office network.  
17 In addition, Socket seeks to impose a definition of what constitutes an "emergency  
18 network outage." CenturyTel disputes Socket's position because CenturyTel has neither  
19 the automated capability to provide such notifications, nor the personnel or resources that  
20 would be needed to continually monitor such outages or network events and to provide  
21 such advanced notice to Socket. In addition, CenturyTel's systems and personnel are not  
22 capable of specifically identifying whether an outage or network maintenance event  
23 affects or has the potential to affect Socket-specific customers. Socket also seeks to  
24 impose its own definition of an "emergency network outage" that would be subject to its  
25 proposed notification requirements. Socket proposes that an "emergency network

1 outage” be defined as “5,000 or more blocked call attempts in a ten (10) minute period, in  
2 a single exchange.”

3 CenturyTel’s position is that, rather than be burdened with a continuous and  
4 affirmative obligation to provide Socket with such unsolicited notifications, CenturyTel  
5 should be permitted to provide Socket with whatever information is available related to  
6 network outages and other maintenance events in response to Socket’s specific requests.  
7 Furthermore, Socket’s proposed definition of an “emergency network outage” is  
8 inconsistent with the operational definition used by CenturyTel. Conforming to Socket’s  
9 proposed definition would require an unnecessary, unreasonable, and costly reworking of  
10 the systems and processes CenturyTel uses to capture outage information.

11 **Q. WHY ARE SOCKET’S DEMANDS, AS REFLECTED IN ITS PROPOSED**  
12 **SECTIONS 4.1 AND 5.1, NOT ACCEPTABLE TO CENTURYTEL?**

13 **A.** First, CenturyTel currently does not have any way to filter outage or network  
14 maintenance event information in a way that would specifically identify whether outages  
15 or maintenance events affect or potentially affect just Socket’s customers. CenturyTel’s  
16 maintenance personnel monitor the network as a whole, and they do not have the  
17 capability to monitor it based on the service provider. With respect to outages  
18 specifically, CenturyTel’s NOC monitors network electronics and generates trouble  
19 tickets related to outages that can be detected using that surveillance. (I should note,  
20 however, that the NOC cannot detect “non-electronic” outages—for example, a cut cable  
21 that does not have associated with it an electronic alarm or an outage caused by any  
22 failure on the “drop side” of monitored network electronics. For non-electronic outages  
23 or outages caused by “drop side” failures, CenturyTel must necessarily rely on a trouble  
24 ticket being called in to CenturyTel.) To the extent the NOC can detect an emergency

1 outage, CenturyTel's NOC systems disburse information to the appropriate CenturyTel  
2 personnel via an internal email. However, even if a CLEC were to receive this internal  
3 email, the email itself does not provide specific information about the outage, and  
4 certainly would not let Socket know that the outage affects its customers. It will, for  
5 example, only say that there has been an outage affecting 600 lines and then provide a  
6 link to CenturyTel's "Remedy" trouble system. Remedy is the name of a database  
7 system used by CenturyTel to enter and manage reported network trouble. It also is  
8 capable of generating trouble tickets based on information that is manually keyed into it.  
9 CenturyTel's own personnel would have to use the link in the internal email to access  
10 Remedy in order to obtain details about the outage. Entries into this system are manual  
11 and depend upon field information being passed back to the NOC by CenturyTel  
12 technicians. However, CenturyTel's Remedy system has not been set up or developed to  
13 filter whether Socket's customers or any particular carrier's customers are impacted by  
14 any outage. Moreover, Remedy is not partitioned in a manner that would appropriately  
15 permit non-CenturyTel access to the system. Therefore, Socket's language attempting to  
16 require CenturyTel to provide it notice of outages that affect or may affect its customers  
17 is not possible using CenturyTel's current systems. With respect to network maintenance  
18 events, CenturyTel's maintenance personnel similarly have no ability to determine  
19 whether such an event would affect Socket's customers.

20 Second, Socket's proposed language in Sections 4.1 and 5.1 seeks to impose time-  
21 and resource-intensive obligations on CenturyTel, the cost of which are not justified  
22 given the small volume of resale and UNE Socket customers served by CenturyTel  
23 services and facilities. Socket's proposed language essentially would require CenturyTel



1 maintenance personnel to devote a considerable amount of time assessing the impact of  
2 an outage on Socket's customers and then notifying Socket about the outage when their  
3 time is better served attempting to remedy the outage. There currently is no person or  
4 group of maintenance personnel at CenturyTel who provide this monitoring and  
5 notification process for CLECs today and establishing such a person or group of  
6 personnel would require CenturyTel to retain and/or train personnel for such a task. The  
7 cost of implementing such a process is unreasonable and burdensome in light of number  
8 of Socket customers served by the network.

9 **Q. WHY IS SOCKET'S PROPOSED DEFINITION OF AN "EMERGENCY**  
10 **NETWORK OUTAGE" NOT ACCEPTABLE TO CENTURYTEL?**

11 A. Socket proposes to define an "emergency network outage" as "5,000 or more blocked call  
12 attempts in a ten (10) minute period, in a single exchange." This definition, however, is  
13 inconsistent with the operational definition CenturyTel uses to define a major service  
14 interruption or outage. Consistent with CenturyTel Service Practice (CSP) #600-011-  
15 001, a major service interruption is defined as an outage of 50 or more customers for 15  
16 minutes or longer. Using alarmed electronics and other systems, CenturyTel's NOC is  
17 set up to measure outages using CenturyTel's definition of a major service interruption.  
18 Today, when electronic alarms are tripped in the network, CenturyTel must then access  
19 its own internal records and, possibly, call plant managers to determine how many  
20 customers are affected. However, CenturyTel today could not comply with any outage  
21 notification obligations using Socket's proposed definitions, which is based on the  
22 monitoring of the number of "blocked calls" as opposed to the number of customers  
23 affected. Socket's proposed definition assumes the ability to capture, filter, and alarm  
24 "blocked call" data sent from the switch, none of which CenturyTel's systems are

1 configured to do. To capture outages as defined by Socket, CenturyTel would have to  
2 conduct an extensive and costly rework of its NOC systems and electronic alarm devices  
3 throughout its network. Socket simply should not be allowed to alter CenturyTel's  
4 operational practices, particularly in the critically important area of network outage  
5 restoration.

6 **Q. HOW DOES CENTURYTEL PROPOSE TO RESOLVE THIS ISSUE?**

7 A. CenturyTel's position is that, if a Socket customer has an outage, Socket should call  
8 CenturyTel's maintenance contact and CenturyTel will provide Socket with whatever and  
9 as much information as is available to CenturyTel. The information CenturyTel provides  
10 will be the same information that it relies upon, including information contained in  
11 Remedy and, if available, information obtained by telephone calls to plant managers.  
12 CenturyTel further proposes not to alter its operational definition of an outage or major  
13 service interruption.

14 **Q. WHY SHOULD THE COMMISSION ACCEPT CENTURYTEL'S PROPOSED**  
15 **LANGUAGE AND REJECT SOCKET'S PROPOSAL?**

16 A. Providing Socket with available information upon Socket's request is a reasonable  
17 resolution of this issue. It is CenturyTel's practice to provide outage and maintenance  
18 information to CLECs based on their specific requests or inquiries because the CLEC is  
19 more capable of identifying where on the network its affected customer resides.  
20 CenturyTel then can more quickly and efficiently identify what network events—outages  
21 or maintenance-related—are affecting Socket's customer and provide appropriate  
22 information, such as the nature of the outage and the estimated time to restore service.  
23 Moreover, CenturyTel's proposal on maintenance notification issues is much less costly  
24 and burdensome on CenturyTel's maintenance personnel who should, first and foremost,

1 attend to remedying outages and finishing network maintenance. Finally, if the  
2 Commission were to accept Socket's proposed definition of an "emergency network  
3 outage," a definition that is inconsistent with CenturyTel's current operational practices,  
4 CenturyTel would unnecessarily and unreasonably be burdened with the cost of  
5 reworking its NOC and support systems in an effort to maintain consistency in outage  
6 reporting and restoration across its network. It would, of course, be ridiculously costly  
7 and redundant to monitor and report outages one way for Socket and another way for  
8 CenturyTel.

9 **ISSUE 1 (Sec. 7.3): How should CenturyTel be required to provide Socket**  
10 **notice of missed repair commitments?**

11 **Q. WHAT IS YOUR UNDERSTANDING OF THE BASIS OF THE DISPUTE IN**  
12 **SECTION 7.3?**

13 **A.** In its proposed Section 7.3, Socket attempts to obligate CenturyTel to provide a "status  
14 call" to Socket each time a repair commitment or repair appointment is missed and then  
15 another "status call" if a trouble ticket commitment time occurs and the ticket has not  
16 been closed. In addition, Socket's proposed language would require CenturyTel to fax a  
17 "daily log" of the status of all trouble tickets. CenturyTel disputes each of these  
18 proposals as overly burdensome in that they would require CenturyTel to implement  
19 processes and procedures, and likely retain additional personnel, that do not exist today in  
20 order to comply with Socket's proposed requirements. In addition, given the manner in  
21 which CenturyTel's technicians update trouble ticket status in the field, Socket's proposal  
22 invites "false alarms" or inaccurate status reports. CenturyTel's more reasonable position  
23 is that it should be required to provide Socket with the status of a trouble ticket upon  
24 Socket's request.

1 Q. WHY ARE SOCKET'S DEMANDS, AS REFLECTED IN ITS PROPOSED  
2 SECTION 7.3, NOT ACCEPTABLE TO CENTURYTEL?

3 A. First, CenturyTel's maintenance teams simply do not have the resources—time or  
4 personnel—to monitor all outstanding troubles nor to make pro-active calls if they  
5 believe a particular repair commitment is in jeopardy. Socket's proposed succession of  
6 “status calls” would require a specialized group of such personnel whose job it is to do  
7 nothing but monitor trouble tickets and then engage in status calls. Similarly, CenturyTel  
8 does not have the personnel and resources to devote to the “daily” administrative burden  
9 of aggregating the status of Socket's trouble tickets and preparing and sending the same  
10 to Socket via facsimile. In fact, this is not even something that CenturyTel provides to  
11 even its own plant managers. CenturyTel does not have the resources to comply with  
12 such requirements, and it should not be required to incur the costs of complying.  
13 Moreover, none of the processes proposed by Socket is required by the FTA or any  
14 Commission rule.

15 Second, given CenturyTel's equipment and procedures used to report trouble  
16 ticket status, continuous or frequent “status calls” of the type contemplated by Socket's  
17 proposed language invite “false alarms” and the inaccurate reporting of trouble ticket  
18 status. CenturyTel's field technicians, who actually conduct the work necessary to  
19 respond and close trouble tickets, use electronic dispatch tools. The technicians input the  
20 status of a trouble ticket—e.g., whether it's open or closed—out in the field.  
21 Periodically, they must dial up to the network to download and/or update the status of  
22 their repair calls. However, since the electronic dispatch tools are not connected to the  
23 network 100% of the time, there are lags in the status reports sent back to the  
24 maintenance support group. For example, a technician may enter the field and clear three

1 or four trouble tickets before he finds the time and opportunity to connect his/her  
2 electronic dispatch device to the network to update the status of his repair calls. If, under  
3 Socket's proposed language, CenturyTel is required to provide Socket with a "status  
4 call," CenturyTel may tell Socket that the trouble ticket is still open when in fact it has  
5 been closed. This false alarm or inaccurate status report may be given not because the  
6 ticket is in fact open, but because the field technician has not had the time or opportunity  
7 to connect yet to the network and update the correct "cleared" status.

8 **Q. HOW DOES CENTURYTEL PROPOSE TO RESOLVE THIS ISSUE?**

9 A. As with outages and network events, CenturyTel is willing to provide Socket with  
10 whatever information it has available on repair commitments for Socket's customers,  
11 including the "estimated time to restore." CenturyTel will provide this information to  
12 Socket upon its request.

13 **Q. WHY SHOULD THE COMMISSION ACCEPT CENTURYTEL'S PROPOSED**  
14 **LANGUAGE AND REJECT SOCKET'S PROPOSAL?**

15 A. Providing Socket with available information upon Socket's request is a reasonable  
16 resolution of this issue. It is CenturyTel's practice to provide repair status information to  
17 CLECs based on their specific requests or inquiries, because the CLEC is more capable  
18 of identifying the specific trouble ticket at issue than CenturyTel is monitoring them.  
19 Nevertheless, CenturyTel abides by the PSC's quality of service rules, and CenturyTel  
20 technicians do not distinguish between CenturyTel and CLEC customers in applying  
21 those rules. Socket's customers will be treated the same as CenturyTel's customers by  
22 CenturyTel's maintenance personnel. Moreover, CenturyTel's proposal on repair status  
23 notification is much less costly and burdensome on CenturyTel's maintenance personnel  
24 who should, first and foremost, attend to closing trouble tickets.

1                   **ISSUE 2 (Sections 5.1.1 & 7.1): Should Socket be required to use**  
2                   **CenturyTel's established 1-800 number for its inquiries regarding network**  
3                   **maintenance?**

4   **Q.   WHAT IS YOUR UNDERSTANDING OF THE BASIS OF THE PARTIES'**  
5   **DISPUTE IN ISSUE 2 (SECTIONS 5.1.1 & 7.1)?**

6   A.   This dispute basically is about Socket's insistence that it not be required to use  
7       CenturyTel's established 1-800 number as a point of contact with CenturyTel for inquiries  
8       about network maintenance. As CenturyTel understands it, Socket demands a special  
9       telephone number that will allow it to contact CenturyTel for maintenance-related issues  
10      without having to be placed in queue with other CenturyTel customers and/or  
11      technicians. CenturyTel's position is that Socket is demanding super-parity. The 1-800  
12      number provided to Socket for this purpose is the same telephone contact number used by  
13      CenturyTel's customers and its own repair technicians.

14   **Q.   WHY ARE SOCKET'S DEMANDS, AS REFLECTED IN ITS PROPOSED**  
15   **SECTIONS 5.1.1 AND 7.1, NOT ACCEPTABLE TO CENTURYTEL?**

16   A.   Again, Socket basically demands that CenturyTel establish specific or segmented  
17      reporting groups or telephone numbers just for its use. CenturyTel's organization and  
18      cost structure does not support Socket's special demand. The 1-800 number CenturyTel  
19      proposes to provide Socket for maintenance-related inquiries is the same telephone  
20      contact number provided to and used by CenturyTel's own technicians and customers.  
21      For these reasons, Socket's proposed language in Section 7.1 that its maintenance contact  
22      "not be" CenturyTel's 1-800 number used by its retail customers should be rejected.

23   **Q.   HOW DOES CENTURYTEL PROPOSE TO RESOLVE THIS ISSUE?**

24   A.   As stated above, the 1-800 number CenturyTel proposes to provide Socket for  
25      maintenance-related issue is the same number used by CenturyTel's retail customers.  
26      However, it is also the same number used by CenturyTel's field technicians. In a

1 reasonable attempt to address Socket's demand, CenturyTel has agreed to also provide  
2 Socket with a "special option" on the 1-800 number that will allow it to opt out of the  
3 telephone menu tree and be place directly into queue to talk to an available CenturyTel  
4 maintenance person. CenturyTel's maintenance personnel are competent and possess  
5 knowledge of CenturyTel's repair and maintenance processes and procedures. These  
6 personnel shall have access to the systems or information to enable them to receive  
7 trouble tickets and provide updates on repair status to the extent that information is  
8 available.

9 **Q. WHY SHOULD THE COMMISSION ACCEPT CENTURYTEL'S PROPOSED**  
10 **LANGUAGE AND REJECT SOCKET'S PROPOSAL?**

11 **A.** Given that CenturyTel is providing Socket with the same access (via the 1-800 number)  
12 to CenturyTel's maintenance personnel as it provides to its own technicians, the  
13 Commission should reject Socket's proposal and accept CenturyTel's. CenturyTel's  
14 proposal provides Socket with that to which it is entitled—parity. CenturyTel's further  
15 concession to provide Socket with a "special option" for dialing around the telephone  
16 menu tree will preclude the need for Socket to wait through the self-trouble-shooting  
17 message customers hear during the general queue. However, under CenturyTel's parity  
18 obligations, Socket is not entitled to a separate maintenance and repair hotline of its own.

19 **IV.**

20 **ARTICLE XV DISPUTED ISSUES**  
21 **(MAINTENANCE-RELATED PERFORMANCE MEASURES)**

22 **ISSUE - Socket Maintenance PM 1: Should Socket's proposed Maintenance**  
23 **PM 1 be incorporated into Article XV?**

24 **Q. DOES YOUR TESTIMONY ADDRESS ALL OF THE PERFORMANCE**  
25 **MEASURES (PMS) IN ARTICLE XV THAT IN DISPUTE BETWEEN THE**  
26 **PARTIES?**

1 A. No. I will only address those PMs in Article XV that are related to maintenance issues.  
2 CenturyTel witness Maxine Moreau will address Article XV and PMs generally in her  
3 testimony. In addition, CenturyTel witness Pam Hankins will address ordering and  
4 provisioning process flows as they relate to OSS and PM issues in dispute between the  
5 parties.

6 **Q. WHAT PM HAS SOCKET PROPOSED IN SOCKET MAINTENANCE PM 1?**

7 A. Socket has proposed a measurement it calls "Percent Trouble Reports."

8 **Q. WHAT DOES SOCKET PROPOSE FOR THE APPLICABLE BENCHMARK?**

9 A. Socket proposes that trouble reports per DS0 equivalent received by Socket for the total  
10 number of Socket DS0 equivalents provisioned via resale, UNEs, or combinations of  
11 UNEs leased from CenturyTel not exceed 6% or be at parity with CenturyTel.

12 **Q. WHY IS THIS PM, ITS BENCHMARK, AND ITS RULES AND/OR**  
13 **DEFINITIONS NOT APPROPRIATE?**

14 A. Socket's proposal is inappropriate for three reasons. First, the metric is not designed to  
15 produce a fair and accurate measurement of trouble reports; second, the exclusions from  
16 the measured data are too narrow; and third, the remedy for failure to meet the  
17 performance measurement could result in an excessive penalty.

18 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
19 **REQUEST AND WHY IS CENTURYTEL'S OFFER MORE REASONABLE?**

20 A. CenturyTel proposes in PM 3.1 that trouble reports for Socket be measured in a manner  
21 analogous to CenturyTel's measurement trouble tickets per total access lines—and that  
22 such measurement not exceed 6% or be at parity with CenturyTel. For Socket, the  
23 analogous approach would be trouble tickets per total Socket customers.

24 Socket has proposed that the Percent Trouble Reports measurement be calculated  
25 on a DS0 equivalent basis; consequently, any T-1 trouble report would be counted as 24



1 trouble reports. This "weighting" of T-1 trouble reports is clearly unfair and  
2 unreasonable, especially where CenturyTel is required to waive charges if the  
3 performance measurement benchmark is exceeded; the weighting could also result in a  
4 misleading performance measurement that overstates the actual number of trouble  
5 reports.

6 Socket has proposed only a limited number of exclusions for the Percent Trouble  
7 Reports measurement. CenturyTel has proposed that the following exclusions be added  
8 to ensure that the measurement is fair and accurate:

- 9 (i) trouble beyond CenturyTel's control;
- 10 (ii) trouble reported on the order completion date, or trouble reported prior to service  
11 order completion in CenturyTel's system;
- 12 (iii) trouble reported by CenturyTel employees in the course of performing preventive  
13 maintenance, where no customer has reported trouble;
- 14 (iv) trouble reported but not found;
- 15 (v) trouble for DSL loops longer than 12,000 feet with load coils, repeaters, and/or  
16 excessive bridged tap for which Socket has not authorized conditioning, unless  
17 trouble is found in the corresponding central office; and
- 18 (vi) trouble caused by a lack of digital test capabilities on BRI and IDSL capable  
19 loops when acceptance testing is available but is not selected by Socket.

20 These additional exclusions would prevent the Percent Trouble Report measurement from  
21 being inappropriately inflated by causes beyond CenturyTel's control and causes for  
22 which CenturyTel should not be penalized.

1           Socket has proposed that the remedy for exceeding the Percent Trouble Report  
2 benchmark be payment of one month's flat rate average recurring charge for each trouble  
3 report. This remedy imposes a penalty that is not based on the underlying services to  
4 which the trouble reports relate (as it is based on an average of all recurring charges for  
5 all services) and, therefore, it could result in an excessive penalty. For example, if the  
6 benchmark were exceeded by a single trouble report under Socket's proposal, CenturyTel  
7 would be required to pay a penalty based on the total number of trouble reports.

8           CenturyTel has proposed a remedy that is proportional to the amount by which  
9 the benchmark is exceeded, and which imposes a penalty that is based on the applicable  
10 services. Under CenturyTel's proposal, for any month in which CenturyTel fails to meet  
11 the benchmark, CenturyTel will waive or credit the monthly recurring charge that would  
12 otherwise apply to each resold service, UNE, or UNE combination associated with each  
13 trouble report that exceeds the benchmark.

14           **ISSUE - Socket Maintenance PM 2: Should Socket's proposed Maintenance**  
15           **PM 2 be incorporated into Article XV?**

16   **Q.   WHAT PM HAS SOCKET PROPOSED IN SOCKET MAINTENANCE PM 2?**

17   A.   Socket has proposed a measurement it calls "Percentage of Repair Commitments Met."

18   **Q.   WHAT DOES SOCKET PROPOSE FOR THE APPLICABLE BENCHMARK?**

19   A.   Socket proposes that the percentage of repair commitments met for clearing trouble on  
20 resold services, UNEs, and combinations of UNEs divided by the total number of repair  
21 commitments made be greater than 90% or be at parity with CenturyTel.

22   **Q.   WHY IS THIS PM, ITS BENCHMARK, AND ITS RULES AND/OR**  
23   **DEFINITIONS NOT APPROPRIATE?**

24   A.   Socket's proposal is inappropriate for three reasons. First, the metric is not limited to  
25 repair commitments for out of service trouble; second, the exclusions from the measured

1 data are too narrow; and third, the remedy for failure to meet the performance  
2 measurement could result in an excessive penalty.

3 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
4 **REQUEST AND WHY IS CENTURYTEL'S OFFER MORE REASONABLE?**

5 A. CenturyTel proposes in PM 3.2 that CenturyTel will, for repair commitments for out of  
6 service trouble, (i) meet 90% of repair commitments made on resold services, UNEs, and  
7 combinations of UNEs provided to Socket or (ii) meet repair commitments for Socket at  
8 parity with CenturyTel retail.

9 Socket has proposed that all repair commitments be included in the calculation of  
10 this performance measurement; however, as CenturyTel is only required to report  
11 performance with respect to out of service trouble, Socket should not be allowed to  
12 impose a broader and more burdensome criterion for repair commitments.

13 Socket has proposed only a limited number of exclusions for the Percentage of  
14 Repair Commitments Met measurement. CenturyTel has proposed that the following  
15 exclusions be added to ensure that the measurement is fair and accurate:

- 16 (i) subsequent trouble reports;
- 17 (ii) trouble beyond CenturyTel's control;
- 18 (iii) trouble reported on the order completion date, or trouble reported prior to  
19 service order completion in CenturyTel's system;
- 20 (iv) trouble reported by CenturyTel employees in the course of performing  
21 preventive maintenance, where no customer has reported trouble;
- 22 (v) trouble reported but not found;

- 1 (vi) trouble for DSL loops longer than 12,000 feet with load coils, repeaters,  
2 and/or excessive bridged tap for which Socket has not authorized  
3 conditioning, unless trouble is found in the corresponding central office; and  
4 (vii) trouble caused by a lack of digital test capabilities on BRI and IDSL capable  
5 loops when acceptance testing is available but is not selected by Socket.

6 These additional exclusions would prevent the Percentage of Repair Commitments Met  
7 measurement from being inappropriately inflated by causes beyond CenturyTel's control  
8 and causes for which CenturyTel should not be penalized.

9 Socket has proposed that the remedy for exceeding the benchmark for Percentage  
10 of Repair Commitments Met be payment of one month's flat rate recurring charge for all  
11 repair commitments not met and payment of one thirtieth (1/30) of one month's flat rate  
12 recurring charge for each day for every 24 hour period that constitutes a repair  
13 commitment not met. However, Socket's proposal could result in an excessive penalty.  
14 For example, if the benchmark were exceeded by a single unmet repair commitment  
15 under Socket's proposal, CenturyTel would be required to pay a penalty based on the  
16 total number of unmet commitments.

17 CenturyTel has proposed a remedy that is proportional to the amount by which  
18 the benchmark is exceeded and which imposes a penalty that is based on the applicable  
19 services. Under CenturyTel's proposal, for any month in which CenturyTel fails to meet  
20 the benchmark, CenturyTel will waive or credit the monthly recurring charge that would  
21 otherwise apply to the resold service, UNE, or UNE combination associated with each  
22 trouble report that exceeds the benchmark.

23 **ISSUE - Socket Maintenance PM 3: Should Socket's proposed Maintenance**  
24 **PM 3 be incorporated into Article XV?**

1   **Q.   WHAT PM HAS SOCKET PROPOSED IN SOCKET MAINTENANCE PM 3?**

2   A.   Socket has proposed a measurement it calls "Time to Restore Service."

3   **Q.   WHAT DOES SOCKET PROPOSE FOR THE APPLICABLE BENCHMARK?**

4   A.   Socket proposes that the clearing time for completing a repair be less than 24 hours for  
5       more than 90% of trouble reports not requiring unusual repair for resold services, UNEs,  
6       and combinations of UNEs.

7   **Q.   WHY IS THIS PM, ITS BENCHMARK, AND ITS RULES AND/OR**  
8       **DEFINITIONS NOT APPROPRIATE?**

9   A.   Socket's proposal is inappropriate for three reasons. First, the metric proposes a 24-hour  
10       criterion, but does not limit the application of this criterion to out of service trouble (see  
11       discussion of PM 2 above); second, the exclusions from the measured data are too  
12       narrow; and third, the remedy for failure to meet the performance measurement could  
13       result in an excessive penalty.

14   **Q.   WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
15       **REQUEST, AND WHY IS CENTURYTEL'S OFFER MORE REASONABLE?**

16   A.   CenturyTel proposes a measurement in PM 3.3 called "Mean Time to Restore Service,"  
17       which is a measurement of the average trouble duration interval from the start time for a  
18       trouble report until the completed time for the trouble report. The benchmark for this  
19       measurement is clearing trouble reports in an average clearing time at parity with  
20       CenturyTel retail for 90% of out of service trouble reports not requiring unusual repair or  
21       otherwise excluded.

22       CenturyTel also has proposed that certain causes be excluded from this  
23       performance measurement to ensure that the measurement is fair and accurate, and to  
24       prevent the measurement from being inappropriately affected by causes beyond

1 CenturyTel's control and/or causes for which CenturyTel should not be penalized (see  
2 discussion for Socket Maintenance PM 2 above).

3 Socket has proposed that the remedy for exceeding the Time to Restore Service  
4 benchmark be payment of one month's flat rate recurring charge for all trouble reports  
5 with a clearing time of greater than 24 hours. Socket's proposed remedy is inappropriate  
6 for three reasons. First, as discussed above, only out of service trouble reports should be  
7 measured with respect to a 24-hour clearing time criterion. Second, the remedy could  
8 result in an excessive penalty. For example, if the benchmark were exceeded by a single  
9 trouble report, CenturyTel could be required to pay a penalty based on the total number  
10 of trouble reports with clearing times greater than 24 hours. Third, the remedy imposes a  
11 penalty that is not based on the underlying services to which the trouble reports relate, as  
12 it is based on an average of all recurring charges for all services.

13 CenturyTel has proposed a remedy that is proportional to the amount by which  
14 the benchmark is exceeded, and which imposes a penalty that is based on the applicable  
15 services. Under CenturyTel's proposal, for any month in which CenturyTel fails to meet  
16 the benchmark, CenturyTel will waive or credit the monthly recurring charge that would  
17 otherwise apply to the resold service, UNE, or UNE combination associated with each  
18 trouble report that exceeds the benchmark.

19 **ISSUE - Socket Maintenance PM 4: Should Socket's proposed Maintenance**  
20 **PM 4 be incorporated into Article XV?**

21 **Q. WHAT PM HAS SOCKET PROPOSED IN SOCKET MAINTENANCE PM 4?**

22 **A. Socket has proposed a measurement it calls "Repeat Trouble Reports."**

23 **Q. WHAT DOES SOCKET PROPOSE FOR THE APPLICABLE BENCHMARK?**

1 A. Socket proposes that the percentage of repeat trouble reports for Socket customers, for  
2 resold services, UNEs, and combinations of UNEs, be not greater than 2.5 percentage  
3 points more than the percentage of repeat trouble reports for CenturyTel customers. If  
4 CenturyTel is unable to provide its measure of repeat trouble reports, CenturyTel's  
5 percentage of repeat trouble reports shall be presumed to be 6%.

6 **Q. WHY IS THIS PM, ITS BENCHMARK, AND ITS RULES AND/OR**  
7 **DEFINITIONS NOT APPROPRIATE?**

8 A. Socket's proposal is inappropriate for three reasons. First, the measurement uses an  
9 inappropriate assumption, which is to apply if actual measurements are not available;  
10 second, the exclusions from the measured data are too narrow; and third, the remedy for  
11 failure to meet the performance measurement could result in an excessive penalty.

12 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
13 **REQUEST AND WHY IS CENTURYTEL'S OFFER MORE REASONABLE?**

14 A. CenturyTel proposes in PM 3.4 a measurement called "Repeat Trouble Reports Rate,"  
15 which is a measurement of the percentage of trouble reports cleared on resold services,  
16 UNEs, and combinations of UNEs that later are subject to a "Qualifying Repeat Trouble  
17 Report." A Qualifying Repeat Trouble Report is defined as a repeat trouble report on a  
18 resold service, a UNE, or a combination of UNEs that had network trouble cleared within  
19 30 days of the most recent trouble report for such resold service, UNE, or combination of  
20 UNEs. CenturyTel's proposed benchmark is that the percentage of Qualifying Repeat  
21 Trouble Reports for Socket customers be at parity with the percentage of Qualifying  
22 Repeat Trouble Reports for CenturyTel retail customers. CenturyTel also has proposed  
23 that, in the absence of actual measurements of parity, CenturyTel shall be presumed to  
24 have 10% of its trouble reports subject to a Qualifying Repeat Trouble Report.

1 CenturyTel also has proposed that certain causes be excluded from this  
2 performance measurement to ensure that the measurement is fair and accurate, and to  
3 prevent the measurement from being inappropriately affected by causes beyond  
4 CenturyTel's control and/or causes for which CenturyTel should not be penalized (see  
5 discussion for Socket Maintenance PM 2 above).

6 Socket has proposed that the remedy for exceeding the Repeat Trouble Reports  
7 benchmark be payment of one month's flat rate recurring charge for all repeat trouble  
8 reports. Socket's proposal could result in an excessive penalty. For example, if the  
9 benchmark were exceeded by a single repeat trouble report under Socket's proposal,  
10 CenturyTel would be required to pay a penalty based on the total number of repeat  
11 trouble reports for the applicable month.

12 CenturyTel has proposed a remedy that is proportional to the amount by which  
13 the benchmark is exceeded, and which imposes a penalty that is based on the applicable  
14 services. Under CenturyTel's proposal, for any month in which CenturyTel fails to meet  
15 the benchmark, CenturyTel will waive or credit the monthly recurring charge that would  
16 otherwise apply to the resold service, UNE, or UNE combination associated with each  
17 trouble report that exceeds the benchmark.

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

19 **A.** Yes, it does.