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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

HEARING

July 12, 2007

Jefferson City, Missouri

Volume 3

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	Case No.TC-2007-0341
)	
CenturyTel of Missouri, LLC)	
d/b/a CenturyTel and Spectra)	
Communications Group, LLC)	
d/b/a CenturyTel,)	
)	
Respondents.)	

RONALD D. PRIDGIN,
 SENIOR REGULATORY LAW JUDGE.
 CONNIE MURRAY,
 COMMISSIONER.

REPORTED BY:
 TRACY L. THORPE TAYLOR, CCR
 MIDWEST LITIGATION SERVICES

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A P P E A R A N C E S

CARL J. LUMLEY, Attorney at Law
Curtis, Oetting, Heinz, Garrett & O'Keefe
130 S. Bemiston, Suite 200
Clayton, Missouri 63105-1913
314-725-8788
clumley@lawfirmemail.com
FOR: Socket Telecom, LLC

CHARLES BRENT STEWART, Attorney at Law
Stewart & Keevil
4603 John Garry Drive, Suite 11
Columbia, Missouri 65203
573-499-0635
stewart499@aol.com
FOR: CenturyTel of Missouri d/b/a CenturyTel and
Spectra Communications Group, LLC d/b/a CenturyTel

LARRY W. DORITY, Attorney at Law
Fischer & DORITY
101 Madison Street, Suite 400
Jefferson City, Missouri 65101
573-636-6758
lwdority@sprintmail.com
FOR: CenturyTel of Missouri d/b/a CenturyTel and
Spectra Communications Group, LLC d/b/a CenturyTel

WILLIAM K. HAAS, Deputy General Counsel
P.O. Box 360
Jefferson City, Missouri 65102
573-751-7510
william.haas@psc.mo.gov
FOR: Staff of the Missouri Public Service Commission

1 P R O C E E D I N G S

2 (Exhibit Nos. 11 and 18 were marked for
3 identification.)

4 JUDGE PRIDGIN: All right. Good morning.
5 We're back on the record in Case No. TC-2007-0341. Hearing's
6 resuming July 12th, 2007 at approximately 8:30 a.m.

7 I see as the next witness Joye Anderson from
8 CenturyTel. Is there anything from counsel before we proceed
9 to this witness?

10 All right. Hearing nothing, is Ms. Anderson
11 ready to come forward and be sworn?

12 (Witness sworn.)

13 JUDGE PRIDGIN: All right. Thank you so much.
14 Have a seat.

15 Mr. Stewart, when you're ready.

16 MR. STEWART: Thank you.

17 JOYE ANDERSON testified as follows:

18 DIRECT EXAMINATION BY MR. STEWART:

19 Q. Good morning.

20 A. Good morning.

21 Q. Would you please state your full name for the
22 record?

23 A. Joye B. Anderson.

24 Q. Are you the same Joye B. Anderson who caused
25 to be prepared and filed in this case what has been marked for

1 purposes of identification as Exhibit 10, the Rebuttal
2 Testimony of Joye B. Anderson?

3 A. Yes.

4 Q. Do you have any changes or corrections to that
5 testimony?

6 A. Yes, I do. But I'll need to see a copy of it.
7 On page 4, line 1 where it states "network service center,"
8 that should be "network support center."

9 On page 6, line 2 -- I need to look at this
10 one a minute. Okay. Where it says on line 2 "Poisson," take
11 the word "tables used a" and change "of" to "were."

12 MR. LUMLEY: The second "table's" used?

13 THE WITNESS: Yes. Yes. Has the same
14 meaning, it's just a little more grammatically correct.
15 That's the only change.

16 BY MR. STEWART:

17 Q. You don't have any further changes?

18 A. No further changes.

19 Q. If today I asked you the same questions that
20 are contained in your Rebuttal Testimony and with those
21 changes, would your answers be the same?

22 A. Exactly.

23 Q. And are those answers true and accurate to the
24 best of your information, knowledge and belief?

25 A. They're true.

1 MR. STEWART: Thank you.

2 Judge, with that, I tender the witness for
3 cross and move the admission of the exhibit.

4 JUDGE PRIDGIN: Mr. Stewart, thank you.

5 I believe that is Exhibit No. 10; is that
6 correct?

7 MR. STEWART: Yes.

8 JUDGE PRIDGIN: Exhibit No. 10 has been
9 offered. Any objections?

10 Hearing none, Exhibit 10 is admitted.

11 (Exhibit No. 10 was received into evidence.)

12 JUDGE PRIDGIN: Cross-examination, any for
13 Staff, Mr. Haas?

14 MR. HAAS: No, your Honor.

15 JUDGE PRIDGIN: All right. Thank you.

16 Mr. Lumley?

17 CROSS-EXAMINATION BY MR. LUMLEY:

18 Q. Good morning.

19 A. Good morning.

20 Q. Page 3 I believe you're stating that you're
21 formally employed by CenturyTel Service Group, LLC; is that
22 correct?

23 A. Yes.

24 Q. What's the business of that organization?

25 A. CenturyTel?

1 Q. Service Group.

2 A. That's just the holding company for
3 CenturyTel. I'm just -- I'm employed by CenturyTel in Monroe.

4 Q. CenturyTel Service Group is the holding group?

5 A. CenturyTel -- I'll defer that to probably
6 legal, but yes.

7 Q. On page 5, line 7 you indicate that the
8 traffic studies are used to determine network engineering
9 needs. Do you see that?

10 A. Yes.

11 Q. What happens after that? Once the studies
12 show there is an engineering network need, that the network
13 isn't currently satisfactory, what happens after that?

14 A. When -- the function of my team in Monroe is
15 to prepare the traffic studies. We take the information --
16 the actual traffic data and that's used to determine what the
17 trunking requirements are. The duties of my team is not to
18 take that information and establish additional facilities.
19 That information is prepared and available for the region
20 personnel to utilize and determining what the network needs
21 are.

22 Q. Well, in your experience if your studies show
23 that there are network needs, does the company act on that and
24 improve the network?

25 A. To my knowledge, yes, they would if that is

1 what is determined. But like I said, my group doesn't do that
2 part.

3 Q. Do you have a sense of how fast that happens?

4 A. I'm not privileged to that information. I
5 would think it would depend upon what that region determined
6 the needs were.

7 Q. Are you asked to perform studies after the
8 work, to confirm that the goals were accomplished?

9 A. As far as the studies, we have studies that
10 are prepared constantly and they're basically auto-generated
11 studies that go all the time. And the region or the field can
12 use these studies and look and tell what the previous trends
13 were and look at that particular area and determine how fast
14 the growth rate might be. And it's up for them to decide when
15 it's actually time to act upon it.

16 Q. So you don't have a sense of how quickly those
17 needs are generally addressed?

18 A. No.

19 Q. At line 20, you indicate that the Erlang B
20 table is hard-coded in the system. Do you see that?

21 A. Yes.

22 Q. What does that mean?

23 A. That means that the system that we use to
24 generate the studies, that that is the table that is
25 hard-coded literally, like it says in the system. I don't

1 have an option to choose another type of measurement. Erlang
2 B is what is utilized on the system.

3 Q. When you say "hard-coded," what does that
4 mean?

5 A. That means that I have -- that it's in the
6 system, that is the -- that is what is actually used in the
7 system as the blocking -- blockage threshold basically.

8 Q. What system are you referring to?

9 A. The traffic reporting system.

10 Q. Is that the same system that's polling the
11 traffic data, as you describe it?

12 A. Define "polling."

13 Q. Well, at the top of the page you say the
14 traffic data is poled daily. Is it the same system doing
15 that?

16 A. The traffic data -- the traffic data is in the
17 data collection unit. And then scripts are run that retrieves
18 that data and brings that data into this traffic system.

19 Q. Are you saying in your testimony -- or is it
20 implied in your testimony that the entire CenturyTel network
21 meets this grade of service of .001 now?

22 A. Define what you're -- I mean further define
23 your question.

24 Q. Well, you indicate that the company's
25 maintaining a conservative blocking percentage. Right? You

1 see where you say that?

2 A. Uh-huh.

3 Q. And you're referring to the Erlang B trunk
4 capacity grade of service of .001 when you say that. Correct?

5 A. Right.

6 Q. That's what you're describing as conservative.
7 Correct?

8 A. Right. Erlang B itself is more conservative.

9 Q. And my question is, does the CenturyTel
10 network today meet that standard everywhere?

11 A. I want to make sure I understand exactly what
12 you're asking by that question. If you're asking me do we
13 measure the traffic for all the trunks using that grade of
14 service -- then rephrase your question, please.

15 Q. I'm saying that based on those measurements,
16 is the network meeting that standard at that grade of service?

17 A. I'm not trying to be difficult. I'm just
18 trying to understand what you're asking. Are you asking me
19 does -- are there any needs for additional facilities
20 anywhere?

21 Q. Right. Based on this grade of service. I
22 mean, you're running studies that -- you indicated earlier
23 that you're running studies to determine if the network has
24 engineering needs to maintain this grade of service of .001.
25 Correct?

1 A. There are instances where additional trunks
2 are needed, yes.

3 Q. Okay. And are there such instances in the
4 state of Missouri, to your knowledge?

5 A. Yes.

6 Q. And, to your knowledge, is the company working
7 to address them or have they just put the studies on a shelf
8 somewhere?

9 A. I think in the state of Missouri, they work
10 and address network needs as they see that it needs to be
11 addressed.

12 Q. Based solely on your studies or do they take
13 into account other factors?

14 A. I am not part of that decision-making process.

15 Q. To your knowledge, do they take into account
16 capital budgeting?

17 A. I'm not knowledgeable of that either.

18 Q. At page 6 you indicate that there was a change
19 in the grade of service measuring system from the Poisson
20 Tables to the Erlang B tables. Correct?

21 A. Correct.

22 Q. When did that occur?

23 A. Approximately five years ago.

24 Q. And that change occurred company-wide
25 simultaneously?

1 A. Yes.

2 Q. Are you familiar with the interconnection
3 agreement between the companies that's at issue today?

4 A. I am not.

5 Q. There's a reference in Article 5, Section
6 11.1.6 --

7 MR. STEWART: Your Honor, I'm going to object.
8 She said she doesn't know anything about the interconnection
9 agreement and I can't imagine by -- what he's going to elicit
10 that's going to come out of that if she doesn't know anything
11 about it.

12 JUDGE PRIDGIN: Mr. Lumley?

13 MR. LUMLEY: Judge, I have a specific question
14 about whether she happens to know what a reference means or
15 not. I believe it's in her area. She may not know, but she
16 may know.

17 JUDGE PRIDGIN: I'll overrule with the
18 reminder that she said she's not familiar with the agreement.

19 MR. LUMLEY: I'm just giving the citation for
20 everyone else's benefit so they know where I'm coming from.

21 JUDGE PRIDGIN: All right. Thank you.

22 BY MR. LUMLEY:

23 Q. In this section in Article 5, it's 11.1.6 for
24 reference, there's a reference to maintaining interconnection
25 trunk groups at the appropriate industry grade of service

1 standard and then it says, parenthesis B.01. Does that mean
2 something to you from your knowledge of these grades of
3 standards?

4 A. I haven't read that document.

5 Q. My question is, does a grade of service
6 standard of B.01, does that mean something to you? I'm not
7 saying that you would be able to verify that's what the
8 agreement means.

9 A. I'm going to defer that to someone else. I
10 haven't read the agreement. I don't know what that means.
11 I'm sorry.

12 Q. Well, that's a different answer. Thank you.
13 Why did you conduct the Willow Springs study?

14 A. Why did we conduct it? I didn't actually
15 conduct a special study just for use in this. Remember, I
16 told you earlier that we have auto-generated studies and this
17 is part of studies that occur weekly.

18 Q. And when you indicate the data was polled
19 through a period ending on February 4th of '07, when is it
20 then -- when is that process then finished?

21 A. February the 4th should have been I think on a
22 Sunday. I'm not sure.

23 Q. That's what your testimony says.

24 A. I think the weekly reports are generated on
25 Tuesday. So it would have been the 6th.

1 Q. It just comes out a matter of days later?

2 A. Yes.

3 Q. And the process is finished?

4 A. Auto-generated, yes.

5 Q. At page 20 you refer to trunk group -- I'm
6 sorry, page 6, line 20 you refer to trunk group 107.

7 A. Right.

8 Q. And you call it the Internet service provider
9 trunk group?

10 A. Right.

11 Q. What is that?

12 A. That's Socket's trunk group.

13 Q. So that's exclusively used by Socket Internet?

14 A. To my knowledge, yes.

15 Q. To your knowledge, has trunk group 104 been
16 augmented since your study was completed in February of 2007?

17 A. Not to my knowledge.

18 Q. Do you have any knowledge as to whether any
19 work has begun to augment that trunk group?

20 A. I have no knowledge.

21 MR. LUMLEY: That's all my questions. Thank
22 you.

23 JUDGE PRIDGIN: Mr. Lumley, thank you.

24 Time for Bench questions. Commissioner
25 Murray?

1 COMMISSIONER MURRAY: Thank you.

2 QUESTIONS BY COMMISSIONER MURRAY:

3 Q. Good morning.

4 A. Good morning.

5 Q. I just have a few questions for you.

6 A. Okay.

7 Q. In relation to your testimony on page 6 where
8 you refer to a trunk group 107 and trunk group 104 --

9 A. Yes, ma'am.

10 Q. -- trunk group 104 you say is the common trunk
11 group; is that correct?

12 A. Yes, ma'am.

13 Q. And if the number for Socket's Internet
14 service provider were ported, as they are requesting, would
15 that involve moving that customer to trunk group 104?

16 A. Yes, ma'am.

17 Q. And your study reveals that there are not
18 enough trunks in that group, trunk group 104, to carry the
19 traffic if that number were ported; is that correct?

20 A. That's correct.

21 Q. Mr. Lumley asked you about whether 104 had
22 been augmented. What is involved in augmenting a trunk group?

23 A. To me, and this is my opinion, augmenting
24 would be either adding trunking to that group or removing
25 trunking from the group.

1 Q. Okay. Do you know technically what that
2 means, to add trunking to a group?

3 A. It would mean additional facilities to carry
4 the traffic.

5 Q. Okay. And that would be something that would
6 be done by CenturyTel in the regular course of business; is
7 that right?

8 A. Yes, ma'am. The traffic studies that we
9 perform are done so that the facilities groups in the field
10 can determine if they need additional network to carry the
11 traffic.

12 Q. Okay. Now, do you know anything about points
13 of interconnection and how they would interrelate to the
14 capacity of the trunk group?

15 A. I'm going to -- I would probably defer that to
16 Ms. Smith.

17 COMMISSIONER MURRAY: All right. I think
18 that's all. Thank you.

19 THE WITNESS: Thank you.

20 JUDGE PRIDGIN: Commissioner Murray, thank
21 you. I have no questions.

22 Recross based on Bench questions, Mr. Haas?

23 MR. HAAS: No questions.

24 JUDGE PRIDGIN: Mr. Lumley?

25 MR. LUMLEY: No, sir.

1 JUDGE PRIDGIN: Redirect, Mr. Stewart?

2 MR. STEWART: Thank you, Judge.

3 REDIRECT EXAMINATION BY MR. STEWART:

4 Q. Ms. Anderson, both Mr. Lumley and Commissioner
5 Murray were asking you about trunk groups 107 and trunk groups
6 104.

7 MR. STEWART: Judge, I'd like to mark
8 something here as an exhibit.

9 JUDGE PRIDGIN: This would be 19.

10 (Exhibit No. 19 was marked for
11 identification.)

12 MR. STEWART: Exhibit 19?

13 JUDGE PRIDGIN: Yes, sir.

14 BY MR. STEWART:

15 Q. Ms. Anderson, I have just handed you two
16 pieces of paper. The first is a diagram that shows the
17 existing trunk group 107 and the existing trunk group 104 as
18 it's currently configured before the porting request and then
19 the next page, of course, is what happens after the request.
20 Are you familiar with this diagram?

21 A. I've seen it, yes.

22 Q. Is it accurate with the current configuration
23 in --

24 A. It's accurate.

25 Q. -- Willow Springs?

1 Let's start before the port. The way I see
2 this, and you can confirm if this is correct, there are five
3 local DS1s going from the Willow Springs central office to
4 Socket Internet inside the Willow Springs exchange; is that
5 correct?

6 A. Correct.

7 Q. And to go outside of the exchange, you need to
8 get on to trunk group 104 and that has -- confirm this is
9 correct -- 96 toll trunks in the group with currently 57 of
10 those trunks required that you're already using?

11 A. Correct.

12 Q. And that's how you get to the Branson tandem?

13 A. True.

14 Q. Well, if you flip over to after the porting
15 request, those five local DS1s, what happens to them?

16 A. They go away.

17 Q. And so inside the exchange, those trunks are
18 gone; is that correct?

19 A. Correct.

20 Q. What happens then -- where does the traffic
21 go? Where does the traffic have to go after those trunks are
22 gone?

23 A. After those trunks are gone, then that traffic
24 would have to ride the common -- that trunk group 104.

25 Q. And trunk group 104 is an interexchange?

1 A. It's an interexchange trunk group.

2 Q. And in terms of that trunk's capacity, I think
3 you said there were 96 toll trunks in that group, but based on
4 your traffic studies, that if we did this switch, you would --
5 178 trunks would be required after the port?

6 A. To carry the traffic from the trunk group 107
7 as well as the current --

8 Q. The existing?

9 A. -- 104, yes.

10 Q. Does that lead to the conclusion that trunk
11 104 needs to get a lot bigger if we make this porting request?

12 A. Yes. To carry the traffic for both, it would
13 be.

14 Q. Okay. And, again, those DS1s over inside the
15 local exchange that we had been using just go away?

16 A. Correct.

17 MR. STEWART: Thank you.

18 Judge, I move for the admission of Exhibit 19.

19 JUDGE PRIDGIN: Number 19 has been offered.

20 Any objections?

21 Hearing none, Exhibit 19 is admitted.

22 (Exhibit No. 19 was received into evidence.)

23 JUDGE PRIDGIN: If there's nothing further,

24 Ms. Anderson, thank you very much.

25 THE WITNESS: Thank you.

1 JUDGE PRIDGIN: I show as the last witness
2 Ms. Smith. Is she ready to come forward and be sworn?
3 Thank you.
4 (Witness sworn.)
5 JUDGE PRIDGIN: Thank you very much. Please
6 have a seat.
7 Mr. Stewart, when you're ready.
8 MR. STEWART: Thank you, your Honor.
9 SUSAN SMITH testified as follows:
10 DIRECT EXAMINATION BY MR. STEWART:
11 Q. Good morning.
12 A. Good morning.
13 Q. Would you please state your full name for the
14 record?
15 A. Susan W. Smith.
16 Q. Are you the same Susan W. Smith who has caused
17 to be filed in this case Rebuttal Testimony and Surrebuttal
18 Testimony which have been marked respectively as Exhibits 11
19 and 12?
20 A. Yes, I am.
21 Q. And Exhibit No. 12 has both a highly
22 confidential and a public version; is that correct?
23 A. That's correct.
24 Q. Do you have any changes or corrections to your
25 testimony?

1 JUDGE PRIDGIN: I'm sorry. Before she
2 answers, I want to make sure my record's correct. I have 11
3 as being HC and NP.

4 MR. LUMLEY: That's what I show as well.

5 MR. STEWART: I'm sorry. You're right. I
6 mismarked those. So the Rebuttal is 11 and the Surrebuttal is
7 12.

8 JUDGE PRIDGIN: Yes.

9 MR. STEWART: I'm sorry. My mistake.

10 JUDGE PRIDGIN: I'm sorry to interrupt.

11 MR. STEWART: No.

12 THE WITNESS: I do. I have one correction on
13 page 9.

14 BY MR. STEWART:

15 Q. Of your Rebuttal or Surrebuttal?

16 A. Rebuttal. Page 9, line 9.

17 Q. Okay.

18 A. The word "receives" should be singular instead
19 of plural, "receive."

20 And on line -- on page 11, line 3 where we say
21 that, AT-- under no circumstances would AT&T merely port a
22 number to CenturyTel to provide service to Willow Springs
23 except under -- I would like to add, Except under a temporary
24 waiver of the FCC rules.

25 Q. Line 3 I think you said?

1 A. That's it.

2 Q. Ms. Smith, if I was to ask you -- with those
3 corrections, if I was to ask you the same questions that are
4 contained in your Rebuttal and Surrebuttal today, would your
5 answers be the same?

6 A. Yes, they would.

7 Q. And are those answers true and accurate to the
8 best of your knowledge --

9 A. Yes.

10 Q. -- and belief? Thank you.

11 MR. STEWART: With that, Judge, I'd move the
12 admission of Exhibits 11 and 12.

13 JUDGE PRIDGIN: 11 and 12 have been offered.
14 Again, 11 being both HC and NP. Any objections?

15 Hearing none, Exhibits 11 NP and HC and
16 Exhibit 12 are admitted.

17 (Exhibit Nos. 11 and 12 were received into
18 evidence.)

19 MR. STEWART: Tender the witness for cross.

20 JUDGE PRIDGIN: Mr. Stewart, thank you.

21 Mr. Haas?

22 And because we are -- 11 does have an HC
23 version, I'll just caution the witness if we start to get into
24 HC material, of course, caution counsel, let me know so we can
25 go in-camera. Thank you.

1 CROSS-EXAMINATION BY MR. HAAS:

2 Q. Good morning, Ms. Smith.

3 A. Good morning.

4 Q. Would you please turn to your Surrebuttal
5 Testimony?

6 A. Yes, sir.

7 Q. And at page 10 you have set forth excerpts
8 from the parties' interconnection agreement. Do you see that?

9 A. Yes, sir.

10 Q. Would you please read lines 1 through 3?

11 A. Lines 1 through 3, page 10?

12 Q. Ten

13 A. Scope and intent of agreement. Pursuant to
14 this agreement and to the extent required by the Act and under
15 applicable provisions of federal and state law.

16 Q. In that written testimony, you have added
17 emphasis to the phrase "to the extent required by the Act."
18 Is it CenturyTel's position that it does not have to comply
19 with the provision in the interconnection agreement unless
20 that provision is required by the Act?

21 A. The emphasis that was added there, first of
22 all, I'm sorry, it was not meant to be and I guess that should
23 have been a correction. There was really not supposed to be
24 an emphasis there for except that, yes, we believe that the
25 interconnection agreement was set forth according to the

1 provisions of the Act. And there is further provisions in
2 Article 3 that talk about future federal laws and changes and
3 that the agreement would be revised to reflect those changes.

4 Q. Are you suggesting that if the interconnection
5 agreement as written today includes a provision that is not
6 mandated by federal law, that you do not have to comply with
7 that provision?

8 A. No. I'm saying that the agreement itself
9 would probably require revision, as I referenced, the
10 provision in Article 3. So if there was a provision in this
11 agreement that was contrary to federal law, that the parties
12 could take that provision for the revision.

13 Q. At page 29 also in your Rebuttal, you suggest
14 that the question of whether Socket has local facilities in
15 the exchange is not an issue before the Commission?

16 A. Can you refer me to the line, please?

17 Q. It's just throughout that page, no particular
18 line where you're addressing issues that you believe to be
19 beyond the scope under that heading.

20 A. Yes, sir.

21 Q. If that's not an issue today, does that mean
22 that CenturyTel will port a number to Socket even if Socket
23 does not have any local facilities in the exchange?

24 A. We do. If the customer --

25 JUDGE PRIDGIN: I'm sorry. You answered the

1 question. Thank you.

2 BY MR. HAAS:

3 Q. And then turning to page 30 where you continue
4 your discussion of items that you believe are not before the
5 Commission, you suggest that the question of whether Socket
6 has numbering resources in an exchange is not part of the
7 complaint before the Commission?

8 A. That's correct.

9 Q. Does that mean that CenturyTel will port a
10 number to Socket if Socket does not have numbering resources
11 in the exchange?

12 A. I -- the complaint that is brought to this
13 Commission is pursuant to this interconnection agreement.
14 This interconnection agreement has specific terms for a
15 dispute being brought here or to -- or to arbitration or to a
16 federal court or whatever.

17 And that dispute provision requires that,
18 number one, that either party who has a dispute put that party
19 on notice of that pending dispute -- of the specific dispute.
20 We meet and confer. If it cannot be resolved by the two
21 parties, then the dispute can go to a third party, either to a
22 court, to the FCC, to this Commission or to arbitration. And
23 at that point that specific dispute is what's being addressed.

24 I acknowledge that there are other issues
25 between our two companies, but the issue that was brought to

1 CenturyTel under 18.2 as a dispute and then brought to this
2 Commission under expedited status under 18.4 is specific to
3 are we required to port these specific numbers when the
4 customer is relocating outside of the exchange.

5 JUDGE PRIDGIN: Did that answer your question,
6 Mr. Haas?

7 MR. HAAS: No, but I'm going to follow up with
8 it.

9 JUDGE PRIDGIN: Thank you.

10 BY MR. HAAS:

11 Q. So --

12 A. And that's what I'm referring to here.

13 Q. Let us assume that the Commission rules
14 against CenturyTel in this case and says, CenturyTel, yes, you
15 must port this number to the Willow Springs number to --

16 A. Yes, sir.

17 Q. -- Socket under these circumstances. Will you
18 then at that point say, Well, yes, but you don't have
19 numbering resources so we still don't have to port it?

20 A. It's not even an issue. Socket has numbering
21 resources in every single CenturyTel and Spectra exchange.
22 It's not an issue so, no, we would not.

23 Q. There's been some testimony by Mr. Kohly and
24 by Mr. Voight that maybe that's a waste of resources for
25 Socket to get a block of a thousand numbers in an exchange

1 just so they can have one or two numbers and there was -- so
2 if Socket were to return its block of thousand numbers in the
3 Willow Springs exchange, return them to the numbering
4 administrator, would -- but before this port takes place --
5 and assume that the Commission orders the port to take
6 place -- will we be back here in a couple of months arguing
7 about whether Socket has to have numbers in the exchange or
8 not?

9 A. Well, I mean, there's a lot of assumptions
10 in -- in the question that you asked. The first assumption
11 would be that they would return the numbers before we ported
12 it. And I don't think that would take place.

13 But second, the Second Report and Order that
14 was approved by the Commission by the FCC included in there a
15 recommendation by NANCI. It's a part of the order as their
16 recommendation on the porting procedure and -- and how you
17 validate a port.

18 JUDGE PRIDGIN: If I could interrupt, is she
19 answering your question?

20 MR. HAAS: I think she's doing all right.

21 JUDGE PRIDGIN: All right. Go ahead.

22 THE WITNESS: And that's what we we're
23 referring to here when we say that particular report stated
24 that the -- in order for it to be a valid port in an area,
25 that the competing carrier would have numbering resources or

1 facilities in the area. And that particular statement is
2 included in the Second Report and Order. It's also included
3 in the intermodal order and it's also included in the Fifth
4 Circuit's decision when they reviewed the wireless and
5 intermodal order.

6 So that's what we're using. We're not trying
7 to reinvent anything here. That is specifically what the
8 order stated that the NANCI requirements were.

9 Q. And I'm going to circle all the way back
10 around. Does that mean that CenturyTel will or will not port
11 a number to Socket if Socket does not have numbering resources
12 in the exchange?

13 A. We believe that that's what the numbering
14 procedures state, yes, sir. But I believe it is a non-issue
15 because they do have numbers.

16 Q. What is it that you believe that the orders
17 say that you are -- you shall not or you're required to do?

18 A. Yes. The order says that that is the
19 procedure. For validation of -- of a port, that the competing
20 carrier -- and as you set up your systems to allow for porting
21 by competitive carriers, that's one of the check -- checks and
22 balances that can be in the system. Does the competing
23 carrier have -- and we're only talking about wireline here,
24 not wireless. Does the competing carrier have numbering
25 resources or facilities. It's an "or" question, the NANCI

1 report is.

2 MR. HAAS: Thank you.

3 JUDGE PRIDGIN: Mr. Haas, thank you.

4 Mr. Lumley?

5 CROSS-EXAMINATION BY MR. LUMLEY:

6 Q. Good morning.

7 A. Good morning.

8 Q. First, I'd like to follow up on Mr. Haas'
9 questions. You indicated in your answer that -- and this is
10 back on page 10 where you were reading that three-line
11 provision from the agreement. And you'd indicated that if
12 there was a provision of the agreement contrary to federal
13 law, there's a process for addressing a revision to the
14 contract?

15 A. That's correct.

16 Q. But I believe Mr. Haas was getting to the
17 question of not in the instance of a contradiction between the
18 agreement and federal law, but in the instance where there's a
19 provision of the contract that doesn't tie directly to a
20 federal mandate, so it's just a voluntary agreement between
21 the parties. You know, you can't go somewhere and say you had
22 to do that by federal law, but it's still in the contract. Is
23 it CenturyTel's position that you don't have to comply with
24 such a provision in the contract?

25 A. No, it is not.

1 MR. LUMLEY: All right. Judge, I'd like to
2 mark an exhibit. Are we on 20?

3 JUDGE PRIDGIN: Yes, sir, No. 20.

4 MR. LUMLEY: This is a highly confidential
5 exhibit, but I would expect my questions not to require us to
6 go into closed.

7 (Exhibit No. 20-HC was marked for
8 identification.)

9 BY MR. LUMLEY:

10 Q. Without getting into the contents of the
11 confidential document, are you able to identify today that
12 this is your response on behalf of your company to Staff Data
13 Request No. 3 in this case?

14 A. Yes, sir.

15 MR. LUMLEY: I would move admission of
16 Exhibit 20.

17 JUDGE PRIDGIN: Exhibit 20 has been offered.
18 Any objections?

19 Hearing none, Exhibit No. 20 is admitted.

20 (Exhibit No. 20 was received into evidence.)

21 BY MR. LUMLEY:

22 Q. In the instances where CenturyTel provides FX
23 service in the state of Missouri today, are all of those
24 arrangements jointly provided with other local exchange
25 carriers or are there instances where CenturyTel provides that

1 service on its own?

2 A. I -- we have a minimal amount of these and I
3 would have to go back and check. I did not confirm that.

4 Q. Let me ask it in a broader scale then.
5 Nationwide or, you know, within CenturyTel's operating areas,
6 are there instances where the company provides FX service on
7 its own as opposed to jointly with others?

8 A. I assume that, but I do not know.

9 Q. The company is capable of doing that; is that
10 correct?

11 A. In some instances, yes.

12 Q. If Socket told CenturyTel that it had to
13 change the way it offered FX service to its customers,
14 wouldn't CenturyTel basically tell Socket to go pound sand,
15 that it's none of its business?

16 A. In your hypothetical, I don't --

17 Q. You might be more polite than that, but --

18 A. Yeah. I don't know the answer to that. It
19 would have to be a publicly filed tariff and Socket would have
20 the right to intervene and, yes, they would have the right to
21 say, no, you can't do this. So --

22 Q. I'm not talking about in a tariff dispute.
23 I'm just saying Socket calls you up one day and says, We don't
24 like the way you provide FX service, we think you should
25 change it. Wouldn't your reaction be, That's really none of

1 your business?

2 A. I think FX service is a defined service that
3 it is -- in no instance would we ever provide a service where
4 if another company -- even if it was a CenturyTel of Missouri
5 and Spectra were involved in the provision of that service to
6 a customer located in a foreign exchange that the other
7 company would not be compensated for their use of the facility
8 that was specific to that customer.

9 Q. In terms of situations in which CenturyTel is
10 offering FX service today in Missouri, you would agree with me
11 it's at least theoretically possible that Socket could win one
12 of those customers some day, isn't it?

13 A. Yes, it is.

14 Q. And couldn't Socket continue to provide FX
15 service and port the number?

16 A. Yes, they could.

17 Q. Would you agree with me that in such an
18 instance, Socket could not win that customer, port the number
19 that CenturyTel had assigned to that customer but convert that
20 customer to the local calling scope of the exchange in which
21 they're located as opposed to the calling scope they had been
22 obtaining from CenturyTel through foreign exchange service and
23 use that number?

24 A. Could you repeat, please?

25 Q. The scenario is CenturyTel's been providing FX

1 service to a customer. It's obviously assigning them a phone
2 number. Right?

3 A. Correct.

4 Q. It gives them a local calling scope to what's
5 the foreign exchange from their perspective. Correct?

6 A. It's more than a telephone number, yes.
7 It's -- it's a conjunction of -- a portion of it is the switch
8 service, as you mentioned.

9 Q. No. I'm saying the service gives them the
10 calling scope of the foreign exchange. It's foreign to them
11 to where they're located?

12 A. Right. Both services does -- the provision of
13 the private line, which gives them an extremely long loop, as
14 well as the switch service out of the switch which gives them
15 a local dialing tone.

16 Q. With a local calling scope?

17 A. Correct.

18 Q. That's foreign to their location?

19 A. To their physical location.

20 Q. Somebody right next door to them that's not
21 buying FX service, they've got different local calling scopes
22 with their phone numbers?

23 A. That's correct.

24 Q. My question is, now Socket wins this
25 CenturyTel FX customer and it wants to port the number, but it

1 wants to change them to their home local calling scope. They
2 can't do that, can they, with that ported number because it's
3 assigned to the foreign rate center. Right?

4 A. They cannot -- their new telephone number
5 would have to be assigned to their new -- to their foreign
6 location.

7 Q. They'd have to use a different phone number?

8 A. That's correct.

9 Q. Okay.

10 A. And the odds are that that particular customer
11 already has a different telephone number at his physical
12 location.

13 Q. Maybe, maybe not, but you do --

14 A. In the case --

15 Q. You do agree with me that that --

16 A. Well, for example --

17 Q. You can't change the assignment of that phone
18 number. CenturyTel's been using it assigned to a particular
19 exchange and Socket can't win the customer and assign it to a
20 different one?

21 A. They could win the FX customer and assume that
22 the FX customer -- I mean, the example that you brought here
23 with this customer, if they obtained this customer, this
24 customer would be free to have other FX services and he
25 probably already has a local number at his present --

1 Q. That's not the question and you already agreed
2 with me so we don't need to belabor it.

3 I was asking some questions of Ms. Anderson
4 and Commissioner Murray was kind of going along the same line
5 of questioning so I want to see if you have information about
6 this. In the ordinary course of business, when your company
7 identifies through traffic studies that the network is not
8 meeting these service standards, is it ordinary course
9 business for the company to address that need by installing
10 new facilities?

11 A. First of all, it is my understanding that,
12 yes, those traffic reports are constantly monitored and that
13 we would ask for additional facilities. One important thing
14 to note, however, 30 percent of CenturyTel's exchanges are
15 jointly provided interexchange facilities between us and
16 Embarq or us and AT&T.

17 So 30 percent of our exchanges are not where
18 CenturyTel can merely just add facilities. Actually, it's
19 higher than that, but 30 percent are -- we have to physically
20 go to AT&T and Embarq and ask them if they concur for the
21 addition of those facilities.

22 Q. And to be clear, the 30 percent figure you're
23 using is for the state of Missouri specifically?

24 A. Yes. Yes, sir, it is.

25 Q. All right. And so you're talking about there

1 needs to be a cooperation between these companies. And I
2 assume it works either way. They might be the ones that
3 identify a perceived problem and they come to CenturyTel to
4 address it; is that true?

5 A. That could be, yes.

6 Q. Who's responsible from -- what department in
7 CenturyTel is responsible for addressing the needs identified
8 by Ms. Anderson's groups studies?

9 A. It would be the field -- the region department
10 that reviews those facilities, determine if there is a need
11 there. And then they go to another department who actually
12 then submits orders to the other carriers or internally for
13 additional facilities.

14 Q. Do you have a sense of, you know, roughly --
15 and I'm not trying to hold you to a number. For everybody to
16 have a general understanding, roughly how long would it take
17 between, you know, a traffic study saying we've got a problem
18 here and the problem being addressed?

19 A. Well, that's impossible to say. I mean, we
20 have one exchange in Missouri, I believe it's Boonville, that
21 AT&T provides the bulk of the transport to Boonville and it
22 has not been in their capital budget now for over two years
23 and we've been at blocking, so I can't generically answer that
24 question.

25 Q. If it's solely under CenturyTel's control,

1 it's just within your network, roughly how fast can the
2 company respond to a need?

3 A. It would depend again, on if existing -- both
4 port facilities were there for the switch and physical
5 facilities existed and what had to be done to add those
6 facilities. In every case it would have to be reviewed
7 individually for the requirement. And every one would -- will
8 look different.

9 Q. Are we generally talking months or are we
10 talking years generally?

11 A. I can't answer that because it depends upon
12 the physical facilities needed. For the -- for most of them,
13 it would probably be months.

14 Q. That's the kind of answer I'm looking for. I
15 mean, I think everybody understands that, you know, there
16 might be a mountain in the way, but just generally, that's the
17 time frame.

18 With regard to trunk group 104 that was
19 already discussed this morning -- you know what I'm talking
20 about with that?

21 A. Yes.

22 Q. The Willow Springs --

23 A. The Willow Springs.

24 Q. And the example Ms. Anderson was going over,
25 the diagram --

- 1 A. Yes, sir.
- 2 Q. -- you understand what I'm talking about?
- 3 So this is the trunk group that goes from
- 4 Willow Springs to Branson. Correct?
- 5 A. Yes, sir.
- 6 Q. Has the company done anything along the lines
- 7 of getting ready to augment those facilities?
- 8 A. I don't know the answer to that.
- 9 Q. When both -- let's go back. What's your
- 10 responsibilities with the company?
- 11 A. I am with carrier relations. It's my
- 12 responsibility to negotiate the interconnection an agreements.
- 13 Q. Are you solely responsible to negotiate the
- 14 agreements with CLECs or are you responsible, to some degree,
- 15 for performance of the agreements?
- 16 A. If there's a -- a dispute concerning the
- 17 provision of the agreement and how it needs to be interpreted,
- 18 then I get involved.
- 19 Q. But you don't get involved in your company's
- 20 delivery of service under the agreement?
- 21 A. Again, not unless it's a dispute.
- 22 Q. So if a CLEC is submitting routine undisputed
- 23 orders for things, you're not involved in that process?
- 24 A. Correct.
- 25 Q. Does the company have established procedures

1 to address requests by CLECs for augmented facilities,
2 specifically interconnection facilities?

3 A. For the CLEC's facilities?

4 Q. If a CLEC submits a request to CenturyTel to
5 augment its side of a point of interconnection, does the
6 company have procedures to handle such a request?

7 A. It's submitted on an ASR and it follows the
8 ASOG guidelines.

9 Q. Can you spell that?

10 A. ASOG. It's the procedures that are industry
11 standard that are set up for handling an ASR and provisioning
12 the ASR.

13 Q. Can you give the reporter the specific letters
14 of the acronym?

15 A. Access Service Organization or something --
16 I'd have to confirm that. It's referenced in the contract
17 though, that ASOG and LSOG compliance.

18 Q. Okay. To your knowledge, Socket has submitted
19 such requests in the past 12 months, hasn't it?

20 A. I can't confirm or deny.

21 Q. Are you aware of any action on your company's
22 part to address any such request by Socket in the last
23 12 months?

24 A. I'm not aware of any ASRs submitted by Socket,
25 I am not.

1 Q. Are you aware of whether your company has, in
2 fact, augmented any interconnection facilities at Socket's
3 request?

4 A. I don't know.

5 Q. At page 2 of your Rebuttal Testimony, line
6 20 --

7 A. Yes, sir.

8 Q. -- what do you mean when you say that
9 CenturyTel and Spectra are separate and independent companies?

10 A. In many instances in my testimony I refer to
11 CenturyTel versus CenturyTel and Spectra. Even though
12 CenturyTel and Spectra are separate ILECs operating in the
13 state of Missouri, they have separate tariffs, separate --
14 they're incorporated separately. That's what I'm referring to
15 here is that even though I do refer to the term "CenturyTel"
16 instead of each specific company.

17 Q. Do they have separate employees?

18 A. Yes, they do.

19 Q. Are they also served by employees of common
20 entities under the same holding company?

21 A. Yes, they are. Not just these companies, but
22 numerous.

23 Q. In terms of other states, you mean?

24 A. Yes, sir.

25 Q. Is it appropriate for Spectra to share

1 customer proprietary network information with CenturyTel of
2 Missouri?

3 A. There is -- as far as the network group -- and
4 I don't know what you're referring to as customer proprietary
5 network information. I mean, I would need a specific. If
6 you're talking about the engineering of the facilities in
7 between the two --

8 Q. You're not familiar with FCC and state
9 regulations regarding the confidentiality of customer
10 proprietary network information?

11 A. Yes, I am. But I mean, are you talking about
12 specific customer information or -- I mean, I --

13 Q. Correct. Since they're separate companies, do
14 they separately maintain such information from each other?

15 A. I don't know the answer to that.

16 Q. Is it even possible given that they're served
17 by common employees of other companies?

18 A. The customer service center, for example, that
19 would handle customer orders, that -- those are all employees
20 of CenturyTel Service Group and they would handle the customer
21 records or for all 22 companies -- or all 22 states.

22 Q. On page 4 of your -- still in your Rebuttal --

23 A. Yes, sir.

24 Q. -- at the bottom of the page you're expressing
25 your concerns about customer avoidance of facility costs and

1 network congestion, among other things. Do you see that?

2 A. Yes, sir.

3 Q. If Socket were to assign a new number to such
4 a customer as opposed to porting the existing number used by
5 the customer and CenturyTel, the same interconnection
6 facilities would be used to carry the traffic, wouldn't they?

7 A. If Socket was assigning a new number to a --
8 to a customer outside the local calling area, you are probably
9 correct. But if Socket was actually -- or any other carrier,
10 I don't want to limit it to Socket -- was actually competing
11 in the area, then no, it would not be true.

12 Q. And the customer's usage level is not dictated
13 by their phone number. Correct? So if you have concerns
14 about network congestion, that's a concern about traffic
15 volume. Correct? So regardless of the number assigned, you
16 would have the same concern?

17 A. Concerning congestion?

18 Q. For an example, in the Willow Springs instance
19 your company's concern, based on the studies that you've run,
20 that there will be too much traffic for trunk group 104; is
21 that correct?

22 A. That is correct.

23 Q. And that concern has to do with traffic
24 volume. From that perspective, you could care less what the
25 phone number is, you're concerned about the volume of traffic.

1 Correct?

2 A. Yeah. That's associated with that customer
3 number, yes.

4 (Hearing interrupted.)

5 MR. STEWART: Excuse me, your Honor. Just
6 kind of a procedural question based on that announcement. We
7 would be happy to keep Ms. Smith available, keep her around if
8 the Commissioners do have questions. She would be available.

9 JUDGE PRIDGIN: All right. Thank you.

10 I'm sorry, Mr. Lumley. When you're ready.

11 BY MR. LUMLEY:

12 Q. At page 8 of your Rebuttal, line 15, you're
13 referencing that the traffic would, if the port occurred, then
14 be going over the -- what you're describing as the
15 interexchange toll facilities. Correct?

16 A. That's correct.

17 Q. And that's because that's the facilities that
18 CenturyTel has lined up to use for interconnection traffic.
19 Correct?

20 A. It's the only facility with traffic that would
21 take it to Branson.

22 Q. And that's what CenturyTel is using for
23 interconnection traffic?

24 A. I will say that for the Willow Springs area,
25 that when we say we're using it for interconnection traffic,

1 that is the only way that we can get to the Socket POI.

2 Q. Which is in Branson?

3 A. Correct. That's not true for all
4 interconnection traffic.

5 Q. Are you interconnected with other CLECs in
6 Willow Springs?

7 A. I would have to go back and check. I believe
8 I produced some documentation on -- I'd have to go back and
9 check if there's someone specific in Willow Springs.

10 Q. In your Surrebuttal Testimony at pages 4 and 5
11 you're testifying, as I understand it, that all ISP-bound
12 traffic is interexchange traffic. Correct? That's your
13 testimony?

14 A. Can you refer me to specifically what
15 you're --

16 Q. Starting with the -- starting at line 14 on
17 page 4.

18 A. Starting at page -- line 19?

19 Q. Fourteen.

20 A. Yes. We're saying that the -- the FCC has
21 said that ISP traffic is interexchange traffic.

22 Q. And going into page 5, you're saying that all
23 such traffic should be accomplished by dialing one-plus.
24 Correct?

25 A. I'm -- I am referring to the fact that

1 normally interexchange traffic is dialed as one-plus, but then
2 it goes on to talk about -- yes, it does -- normally
3 interexchange traffic is dialed as one or zero plus.

4 Q. But currently today, as we've seen in the
5 diagram that Ms. Anderson identified during redirect,
6 CenturyTel's providing local service to Socket Internet in
7 Willow Springs. Correct?

8 A. That is correct.

9 Q. And customers reach Socket Internet without
10 dialing one-plus. Correct?

11 A. That is correct.

12 Q. In fact, that's because the FCC has authorized
13 ISPs to purchase services out of local tariffs. Correct?

14 A. Out of local retail tariffs, that is correct.

15 Q. At the bottom of page 12, top of page 13
16 you're addressing Section 6.4.4 of Article 5 of the agreement.
17 Do you see that testimony?

18 A. Yes, sir, I do.

19 Q. I want to make sure I understand your
20 testimony. You're saying that a statement -- industry
21 guidelines shall be followed regarding all aspects of porting
22 numbers from one network to another. You're saying that that
23 statement only relates to the porting of DID numbers. Is that
24 your testimony?

25 A. Yes. My testimony concerning both of these

1 provisions has to do with the -- referencing industry
2 standards has to do with these specific things. When this
3 particular --

4 MR. LUMLEY: Your Honor, I would suggest she's
5 going a little beyond my question.

6 JUDGE PRIDGIN: All right. Sustained.

7 If you can just simply try to briefly answer
8 the question. Thank you.

9 THE WITNESS: Okay. Thank you.

10 BY MR. LUMLEY:

11 Q. And you've reached this conclusion that
12 Section 6.4.4 only applies to porting of DID numbers based on
13 what 6.4 says. Correct?

14 A. Yes. It's a subsection of 6.4.

15 Q. Would you agree with me that 6.4 is a heading?

16 A. Yes, I agree that it's a heading.

17 Q. Would you agree with me that Section 25 of
18 Article 3 of the contract says, The headings in this agreement
19 are inserted for convenience and identification only and shall
20 not be considered in the interpretation of this agreement?
21 Would you agree I read that correctly? Do you want to see it
22 or do you want to trust me on that?

23 A. I'll trust you.

24 Q. Page 17, you're referring to testimony from
25 Mr. Maples on behalf of Embarq in a Pennsylvania proceeding?

1 A. Yes, sir.

2 Q. Would you agree with me that that proceeding,
3 based on the style of the case reflected on the first page of
4 the testimony, is that it was an arbitration proceeding?

5 A. I believe you're correct.

6 Q. Would you agree with me that at page 21 of the
7 Direct Testimony of Mr. Maples that you've attached --

8 A. I do not have a copy of it.

9 MR. LUMLEY: Do you have a copy handy or
10 should I just show it to her? Thank you.

11 BY MR. LUMLEY:

12 Q. And I was referring you to page 21 of the
13 Direct. Make sure they gave you the right piece, lines 14 to
14 16. Mr. Maples in this piece of testimony says -- well, to
15 back up so that the record's clear, it's an arbitration
16 between Core Communications and Embarq. Correct?

17 A. Correct.

18 Q. And at page 21, line 14 he says, If core wants
19 to keep these numbers, the Commission should require Core to
20 establish an interconnection arrangement as presented by
21 Embarq Pennsylvania's witness Ed Fox. Do you see that
22 testimony?

23 A. Yes, I do.

24 Q. Now, you did not include Mr. Fox's testimony
25 as a schedule to your testimony, did you?

1 A. I did not.

2 Q. Did you review that testimony?

3 A. No, I did not.

4 Q. Based on your ability to identify Mr. Maples'
5 testimony, are you comfortable that you can identify that this
6 is a copy of Mr. Cox's testimony?

7 A. I'm assuming it is. Mr. Fox.

8 Q. I'm sorry?

9 A. Is it Fox?

10 Q. It is Fox. I mispronounced it. Thank you.

11 MR. LUMLEY: Your Honor, to simplify things, I
12 ask leave to submit copies of this later as an exhibit.

13 JUDGE PRIDGIN: That's fine.

14 MR. LUMLEY: Mark it as Exhibit 21?

15 JUDGE PRIDGIN: Yes, this is 21.

16 MR. LUMLEY: I'd move admission of Exhibit 21.

17 JUDGE PRIDGIN: Exhibit 21 has been offered.

18 And let me make sure that I understand what this is. Could
19 you again describe it?

20 MR. LUMLEY: This is Direct Testimony of
21 Edward B. Fox in the Pennsylvania Public Utility Commission
22 Docket No. A-310922F7002.

23 JUDGE PRIDGIN: And is this the same
24 Pennsylvania docket that was referred to in Ms. Smith's
25 testimony?

1 MR. LUMLEY: Correct.

2 JUDGE PRIDGIN: And No. 21 has been offered.

3 Any objections?

4 Hearing no objections, 21 is admitted.

5 (Exhibit No. 21 was received into evidence.)

6 MR. STEWART: Do I have a copy of that?

7 MR. LUMLEY: I need to make copies. I think
8 it would be faster than going over questions about it.

9 I believe that's all my questions. Thank you.

10 JUDGE PRIDGIN: Mr. Lumley, thank you.

11 Ms. Smith, I'll have a few questions if you'll
12 bear with me just a moment. Do you recall if Socket --

13 COMMISSIONER MURRAY: They still haven't
14 started agenda.

15 JUDGE PRIDGIN: You're right on time. Now I
16 don't have to butcher her questions.

17 COMMISSIONER MURRAY: My turn?

18 JUDGE PRIDGIN: Your turn. Commissioner
19 Murray.

20 QUESTIONS BY COMMISSIONER MURRAY:

21 Q. Good morning.

22 A. Hi. How are you?

23 Q. Just fine. Thank you. Except I wish I knew
24 where I was supposed to be when. And I may have to cut this
25 fairly short because we are supposed to be having agenda

1 meeting, it's just that none of the other Commissioners were
2 there yet.

3 You in your testimony I think in a few places
4 indicated that Socket has refused to ever establish a POI in
5 any Spectra exchange; is that correct?

6 A. That's correct. And if --

7 Q. Before you go on, I just -- if you wouldn't
8 mind.

9 A. Okay. Sure. I'm sorry.

10 Q. I asked Mr. Kohly yesterday about the Willow
11 Springs exchange, which is a CenturyTel exchange. Correct?

12 A. (Witness nodded head.)

13 Q. And I didn't pursue anything regarding any of
14 the Spectra exchanges, so I didn't have an opportunity to ask
15 him those questions, not having read your testimony before
16 yesterday. So can you tell me how many exchanges of Spectra
17 exchanges have currently met the threshold required in the
18 interconnection agreement?

19 A. That we're aware of at this time, we believe
20 that there are three Spectra exchanges that -- well, there --
21 there are five I believe that they already have
22 interconnection into that they -- which we classify as a POI
23 that they're attempting to decommission saying that they're
24 not at the threshold. And we're reviewing those now. And
25 there are three additional exchanges that have exceeded

1 threshold according to our traffic volumes.

2 Q. Have already exceeded the threshold?

3 A. Yes, ma'am.

4 Q. And does Socket have customers in each of
5 those exchanges that have exceeded the threshold?

6 A. They -- whether they have a customer in the
7 exchange or whether it's their VNXX traffic, I don't know the
8 answer to that. But it is -- they have traffic that has
9 exceeded the threshold.

10 Q. And does the interconnection agreement require
11 that they establish a POI where they have traffic when the
12 threshold has been exceeded?

13 A. Well, that has been -- we believe that the
14 interconnection agreement as what was ordered by this
15 Commission arbitration said that when you exceeded the
16 threshold, period, you were to establish a POI in those
17 exchanges.

18 Socket takes the position, and I believe it's
19 in Mr. Kohly's testimony, that there are two mutually
20 exclusively forms of interconnection in this agreement. One
21 is an indirect and the second being a direct.

22 Under an indirect, that there is no threshold,
23 so they can have as much traffic as they want over these
24 interexchange facilities and will never have to establish a
25 POI. 60 percent of CenturyTel's exchanges would -- would fall

1 under this indirect classification today where they would
2 never have to establish a POI.

3 Q. And CenturyTel disputes --

4 A. We do.

5 Q. -- that?

6 A. Our understanding of the Commission order,
7 which we attempted to reflect in the interconnection
8 agreement, is that when you reach those thresholds, you would
9 establish a POI.

10 Q. Is that something that is being or has been
11 arbitrated?

12 A. No, we have not.

13 Q. And how long has that dispute been going on?

14 A. Well, it started when Socket sent some
15 forecast information to us saying that they planned on having
16 customers with this volume of traffic. Many of those that
17 they sent the forecast on and claimed it was indirect were
18 those that they already had a POI on.

19 And our response was you've already got a POI
20 here, this POI is already exceeding the threshold, you know,
21 you're projecting traffic way over the threshold to serve your
22 customers. And then the discussion came on Socket's
23 interpretation of the contract where they would not have to
24 establish POIs. So that was probably, I'm going to say, three
25 to four months after the contract went into effect, which it

1 was effective in October.

2 Q. Okay. You talked about on page 11 of your --
3 let's see which testimony -- of your Rebuttal Testimony a
4 situation where CenturyTel has interexchange facilities
5 jointly provided with AT&T to St. Louis and that under no
6 circumstances would AT&T merely port a number to CenturyTel to
7 provide service to a Willow Springs customer. And then you
8 added language today, Except under a temporary waiver of the
9 FCC rules. What are the rules that would be waived to --

10 A. It would be similar to the Katrina order which
11 since we operate in Louisiana, we were very involved with, or
12 the -- the Kansas order that came out where the FCC on their
13 own rules changed the location portability allowing it to take
14 place for a temporary amount of time.

15 Q. All right. And that is because of the
16 inter-carrier compensation issues over IXC facilities; is
17 that --

18 A. For -- why location portability is not allowed
19 is that -- there are many reasons. And there's lots of
20 reports that are out there that we'd happy to supply on why
21 the FCC determined not to put in location portability.

22 One of those reasons had to do with the
23 customer -- if you move a Willow Springs' customer to
24 St. Louis, then their 911 is incorrect. The systems that we
25 have today are totally driven off of exchanges and telephone

1 numbers. So their 911 services could be incorrect.

2 Then you've got the situation where rating and
3 routing -- that Socket has brought up that the rating and
4 routing is not an issue, but when you look at the reports on
5 the why the FCC and other countries have not implemented
6 location portability, rating and routing is specifically why
7 they didn't implement it.

8 Because all of our compensation mechanisms
9 today are built off of rate centers and they're -- those rate
10 center boundaries and those NXX codes. So when you move a
11 customer outside the local calling area, you totally mess up
12 our compensation mechanisms.

13 They are working on it and the FCC, even in
14 the intermodal order, referenced that they plan on
15 investigating location portability later. And part of that
16 investigation is that there are systems that are being
17 investigated out there to change the whole way that we do
18 inter-carrier compensation and the whole way that we do rating
19 and routing mechanisms to our customers so it is not an issue.

20 COMMISSIONER MURRAY: Thank you very much. I
21 do have to go to agenda now. I appreciate the answers.

22 JUDGE PRIDGIN: Commissioner, thank you. I
23 don't have any questions.

24 Any recross based on Bench questions,
25 Mr. Haas?

1 MR. HAAS: No questions.

2 JUDGE PRIDGIN: Mr. Lumley?

3 RE-CROSS-EXAMINATION BY MR. LUMLEY:

4 Q. You had stated you don't have a copy of the
5 agreement, correct, with you? Or do you have one?

6 A. Well, let's see. I do have a copy of
7 Mr. Kohly's testimony.

8 Q. Okay.

9 A. So, yes, I do have that.

10 Q. If you would turn to Article 5, Section 7,
11 please.

12 A. I'm there.

13 Q. Following up on your discussion with
14 Commissioner Murray regarding indirect interconnection, this
15 particular section applies to such circumstances. Correct?

16 A. Yes, sir.

17 Q. And in this section it refers to the third
18 party having a POI with CenturyTel. Correct?

19 A. Yes, it does.

20 MR. LUMLEY: That's all my questions.

21 JUDGE PRIDGIN: Mr. Lumley, thank you.

22 Redirect?

23 REDIRECT EXAMINATION BY MR. STEWART:

24 Q. Good morning again.

25 A. Good morning.

1 Q. Commissioner Murray was asking you about
2 Socket's indirect interconnection with the Spectra exchanges
3 and I guess the ongoing disputes or disputes we're having
4 right now on the issue of P-O-Is, POIs. You've read
5 Mr. Voight's testimony, have you not?

6 A. Yes, I have.

7 Q. And he addresses that issue in his testimony,
8 the issue of POIs. How would you describe his -- first of
9 all, how would you describe his position on it? What's his
10 position on the POI issue?

11 A. It seems -- and I don't want to speak for
12 Mr. Voight, but I interpret his position is that the threshold
13 volumes do apply to all exchanges and that they would
14 establish POIs when they met those thresholds.

15 Q. Are his assumptions regarding -- on the
16 Spectra exchanges versus the CenturyTel exchanges, are his
17 assumptions that he makes with respect to those issues
18 correct, in your opinion?

19 A. It is our impression that -- that, yes, that
20 that is what was ordered and that is what we should be
21 operating under and those threshold volumes apply to each and
22 every exchange, but it is a dispute.

23 Q. He made some statement about our concerns
24 being alleviated?

25 A. But -- yeah, they're not alleviated because of

1 the dispute. And I would point out, you know, that Ellsinore
2 is a Spectra exchange. That is an exchange where in that
3 particular instance, the port that we're looking at there, it
4 would go to St. Louis where the two parties, Spectra and AT&T,
5 would be required to carry 213 miles of transport and Spectra
6 would be required -- or Socket would be required to carry no
7 transport.

8 Q. And that could occur similarly in other
9 Spectra exchanges depending on the --

10 A. Yes, sir.

11 Q. Mr. Lumley asked you about your testimony on
12 page 12 regarding DID and industry standards as those terms
13 might interrelate in the interconnection agreement. And then
14 it looked like you may have wanted to further explain your
15 answer as to I guess again the language applying -- industry
16 standards applying to DID. Do you have any further comment on
17 that?

18 A. I do. When you refer to Article 12 and those
19 two provisions, when we first started negotiating Article 12,
20 Article 12 contained two types of portability. It had
21 portability that was interim number portability and permanent
22 number portability.

23 Interim number portability only applies in
24 situations where you have not already put in permanent number
25 portability. There are industry standards that talk about how

1 you implement both of those. We removed the section that had
2 to do with interim number portability because in every
3 instance CenturyTel had already implemented permanent number
4 portability.

5 Permanent number portability, when it was
6 originally looked at, had many different industry types that
7 you could use to implement permanent number portability. The
8 LRN mechanism was the type that -- that the FCC finally, you
9 know, agreed that that was the mechanism that we should use.
10 That's what this is referring to. And there are industry
11 standards out there and documentation that specifically tell
12 us how we are to implement LRN porting.

13 Q. Mr. Lumley asked you generally about
14 provisioning of FX service by CenturyTel and he was using some
15 examples, I believe. Before we get into that more, are there
16 any customers involved in Socket's two porting requests here
17 or any of the other requests that are out there with respect
18 to Socket's complaint that are currently FX customers of
19 CenturyTel?

20 A. No, there are not.

21 Q. So none of the -- none of the customers that
22 Mr. Lumley's talking about from his opening statement on, the
23 focus on the customers, we don't have a situation of a
24 CenturyTel or Spectra customer currently subscribing to our FX
25 service; is that correct?

1 Exhibit 22.

2 (Exhibit No. 22 was marked for
3 identification.)

4 MR. STEWART: I don't know if this helps to
5 have this. We went ahead and blew this up in case we had a
6 larger crowd, but I'll stick them up there anyway. I think
7 I'll just do all these at the same time. That way I'll get
8 all the paper out of the way. I got the wrong one. Sorry
9 about that. This will be Ellsinore chart 2.

10 JUDGE PRIDGIN: I'll call that Exhibit 23.

11 (Exhibit No. 23 was marked for
12 identification.)

13 MR. STEWART: The next one would be -- I guess
14 24 would be Willow Springs chart 1.

15 (Exhibit No. 24 was marked for
16 identification.)

17 MR. STEWART: And, finally, Willow Springs
18 chart 2 which would be 25.

19 (Exhibit No. 25 was marked for
20 identification.)

21 BY MR. STEWART:

22 Q. Ms. Smith, I've passed out four different
23 documents, two involving the Ellsinore to St. Louis scenario,
24 two involving the Willow Springs to St. Louis scenario. Have
25 you seen these charts before?

1 A. Yes, sir.

2 Q. And were these prepared under your
3 supervision?

4 A. Yes, sir.

5 Q. Okay. Turning to what we're calling Ellsinore
6 chart 1, Exhibit 22, could you briefly describe what this
7 shows?

8 A. This particular exhibit shows you the
9 different scenarios that would exist for getting from
10 Ellsinore to St. Louis both under an FX arrangement, an
11 expanded local calling arrangement and under Socket's proposed
12 arrangement of porting the number outside the local calling
13 area.

14 The first call -- first of all, what we have
15 today, what exists today between us and the customer in
16 Ellsinore would be depicted if I just looked at the gray box
17 to the left. Today calls don't leave the local calling area.
18 I send them straight from the switch to the customer's premise
19 in Ellsinore.

20 If the customer though decided that they would
21 move to St. Louis and decided that they wanted an FX
22 arrangement, they would pay for the transport. And the note
23 over here that it's paid by the subscriber and the dollar
24 amount there is to indicate that that transport, that
25 213 route miles between Ellsinore and the customer's premise

1 in St. Louis would be paid for by the subscriber and he would
2 also pay for the bandwidth in which he needed.

3 So if he only needed one voice channel, he
4 would pay for one voice channel. In the case of this
5 Ellsinore customer that required 66, he would pay for
6 66 voice channels.

7 The second scenario talks about what would
8 happen in an expanded calling. So if we have a scenario
9 similar to even MCA where we wanted to expand our local
10 calling area to include the St. Louis market, we would --
11 those costs concerning the additional network that had to be
12 incurred would be paid by the subscriber. It would be the
13 subscriber that would pay the additional monthly fees or usage
14 sensitive fees, whatever, to compensate for the use of that
15 network.

16 Q. And just to clarify, the fee you're talking
17 about would be part of the customer bill, might be an
18 additive --

19 A. That's correct.

20 Q. -- an EAS additive or whatever?

21 A. Right. And most of the time it's an optional
22 additive where they can or cannot have the service. In this
23 particular situation which -- where Socket is proposing to
24 move the local calling area, there are states that have said
25 that if you want this FX-type arrangement, then the charges

1 should be put on the local subscribers. And I believe
2 Pennsylvania is one of those states as well as Michigan.

3 So that's what we're talking about in that
4 second scenario. Somebody has to pay for the cost of this
5 facility. If the customer is not paying for it that incurred
6 the cost under an FX arrangement, then that cost needs to be
7 shifted to the end-user that desires to call that ex-- that
8 particular calling area.

9 The third scenario shows what -- what's being
10 proposed by Socket, which is where the number would merely be
11 ported to the customer physically located in St. Louis. Under
12 that scenario, Socket's POI is located in St. Louis. So AT&T
13 and in this case Spectra would be responsible for 213 route
14 miles of facilities with no compensation for this customer
15 that has now physically relocated in St. Louis.

16 Q. And that would be designated by the brown
17 color on the --

18 A. That's right. And secondary, I would like to
19 point out that AT&T is addressing -- they have attempted to
20 address with us on numerous occasions the use of these
21 facilities for this type of a local call. And so AT&T has
22 come to CenturyTel to seek compensation for those facilities.

23 For example, the case of Ellsinore, because
24 there are two tandem switches involved and that extensive
25 amount of route miles, that CenturyTel could be responsible

1 for over \$2,000 a month in monthly recurring charges to send
2 this traffic to Socket's customer who is now located in
3 St. Louis.

4 Q. And turning now to the next Ellsinore chart,
5 Exhibit 23, just very briefly could you explain what's going
6 on in both of those scenarios and what the significance of
7 that is?

8 A. Most of this I have -- I went ahead and
9 included in the other one.

10 Q. Okay.

11 A. The other Ellsinore -- I mean, it's just to
12 show that it is -- FX is normally a two way, it's an
13 interexchange facility, it's paid for by the subscriber and
14 the path is either -- you purchase the amount of path width
15 that you're desiring. And it also again depicts the
16 unrecovered costs.

17 Q. And that would be in brown?

18 A. That's correct.

19 Q. Exhibit 24 now, switching over to the Willow
20 Springs' scenario, once again, briefly if you could just go
21 down the Exhibit 24 and what does it show and why is it
22 significant?

23 A. It's the same scenario in Willow Springs. If
24 you looked at just the first gray box, that would show what's
25 happening today. All the traffic is terminating to the

1 customer's location there in Willow Springs.

2 If that customer decided to move to St. Louis
3 and purchased an FX service, that that customer in -- now
4 located in St. Louis would be responsible for the cost
5 associated with the interexchange facility of relocating to
6 St. Louis. And, again, he would also be responsible for how
7 much bandwidth he required. In this case in Willow Springs,
8 it would be in excess of five DS-1s.

9 The second chart shows again what Socket is
10 requesting, that we would port the number merely to the
11 customer now located in St. Louis. They have a POI in the
12 Branson exchange. So the -- the cost, which today the --
13 the -- remember our costs are all located in the Willow
14 Springs' exchange, would now be shifted from the customer to
15 CenturyTel and this hundred -- over hundred miles of route
16 miles between Willow Springs and Branson will now be
17 CenturyTel's responsibility under this scenario.

18 And Socket is collecting money from -- from
19 the customer who's physically located in St. Louis, but
20 they -- under no scenario do they share any of that with the
21 carriers handling the calls, which we do under a normal FX.
22 If it was an FX arrangement such as Ellsinore where the
23 customer moved to St. Louis, the portion that we collected
24 from the customer that was associated with AT&T's transport,
25 that money goes to AT&T. It is not CenturyTel's to bill and

1 keep.

2 Q. And so I think that takes care of Exhibit 25
3 as well, does it not, Ms. Smith, the last one?

4 A. Yes.

5 Q. Let me try to ask you to maybe in one sentence
6 just summarize this. Mr. Lumley suggested that -- accuses
7 CenturyTel or implies that this is inappropriate for
8 CenturyTel to be trying to determine what Socket's FX,
9 FX-like, whatever they want to call it service may be, what
10 the parameters should be.

11 Isn't it true that we really don't care about
12 that? What we care about is if they're going to implement a
13 new type of scenario that creates havoc in the intercompany
14 compensation system and the toll system, that's our concern.
15 It's not what they call their service, it's not how they
16 provision their service to the customer. It's simply the
17 impact that that has on everybody else. Is that a fair
18 characterization?

19 A. Yes, sir. This has nothing -- I mean, I -- I
20 don't review Socket's tariffs, I don't care what Socket has
21 tariffed out there. As long as their customer pays for the
22 use of the network just like our customers do, that -- it is a
23 compensation issue from that standpoint, which is why the FCC
24 did not order location portability and that is addressed in
25 industry documents.

1 MR. STEWART: Thank you very much. That's all
2 I have, Judge.

3 JUDGE PRIDGIN: Mr. Stewart, thank you.

4 MR. STEWART: And, Judge, I can leave these
5 with you. We've already made them up. You're welcome to have
6 them.

7 JUDGE PRIDGIN: I may take them with me just
8 if the Commissioners want to look at them.

9 Ms. Smith, thank you very much.

10 MR. STEWART: I'm sorry. I think I need to
11 offer those into evidence. I don't remember if I did or not.

12 JUDGE PRIDGIN: You did not. So you're
13 offering 22, 23, 24 and 25?

14 MR. STEWART: Just to make sure, let me -- I
15 wanted to make sure I offered Exhibit 18, which was the letter
16 earlier, and then 22, 23, 24 and 25, which were the charts.

17 JUDGE PRIDGIN: All right. I did not show you
18 had offered 18 either. So at this time you're offering 18,
19 22, 23, 24 and 25?

20 MR. STEWART: I think that's all I had.

21 JUDGE PRIDGIN: That's all I see. Any
22 objection to those exhibits?

23 MR. LUMLEY: Judge, I need to -- I understood
24 18 was just marked for identification so I didn't look at it
25 that carefully.

1 JUDGE PRIDGIN: Certainly. I believe that's
2 the letter from Mr. Stewart.

3 MR. STEWART: It's the website links.

4 MR. LUMLEY: Judge, I don't have an objection
5 to the exhibit, but if there's an impression that the contents
6 of the websites are somehow being incorporated into the
7 record, I would object to that.

8 MR. STEWART: Yeah, I -- Judge, that's fine.
9 Mainly that those sites are out there and that you can call
10 them up and see whatever they say, they say. I mean, we're
11 not sponsoring what they say.

12 JUDGE PRIDGIN: I understand. And we'll show
13 that 18 is admitted without objection and that Socket is not
14 agreeing that the content of those sites are accurate and
15 CenturyTel is not necessarily asserting that they're accurate.

16 MR. LUMLEY: Or that they're part of the
17 record.

18 JUDGE PRIDGIN: Or that they're part of the
19 record. So 18 is admitted without objection.

20 (Exhibit No. 18 was received into evidence.)

21 JUDGE PRIDGIN: No objections to the other
22 exhibits?

23 22, 23, 24 and 25 are all admitted.

24 (Exhibit Nos. 22, 23, 24 and 25 were received
25 into evidence.)

1 JUDGE PRIDGIN: Ms. Smith, thank you very
2 much. You may step down.

3 I show that Ms. Smith is the final witness.
4 Is there anything further from counsel?

5 MR. LUMLEY: Do you want to address briefing
6 on the record or off the record?

7 JUDGE PRIDGIN: I will wait until the
8 transcript is in and then I'll send a separate order on
9 briefs.

10 MR. LUMLEY: I would -- don't have to do this
11 on the record, but I'd like to talk to you about my calendar
12 with regard to that so you have that information.

13 JUDGE PRIDGIN: That's fine. On or off the
14 record, whichever the parties prefer.

15 MR. STEWART: I'm sorry?

16 MR. LUMLEY: Giving him our calendar
17 information about a briefing schedule.

18 JUDGE PRIDGIN: We can do it off the record.
19 Is there anything further from counsel before we adjourn?

20 All right. Hearing nothing, that concludes
21 the hearing in Case No. TC-2007-0341. Once the transcript is
22 in, I will issue an order on the briefing schedule. If
23 there's nothing further from counsel, thank you very much. We
24 stand adjourned.

25 WHEREUPON, the hearing was adjourned.

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Tracy L. Thorpe Taylor, CSR, CCR

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