

**FILED**<sup>2</sup>  
APR 25 2006  
Missouri Public  
Service Commission

**Exhibit No.:**

**Issue(s):**

**Witness:** Maxine Laird Moreau

**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**

**MAXINE LAIRD MOREAU**

**ON BEHALF OF**

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

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

  
Exhibit No. \_\_\_\_\_  
Case No(s). TO-2006-0299  
Date 4-12-06 Rptr xf

**NP**

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 MAXINE L. MOREAU*

I, Maxine L. Moreau, of lawful age and being duly sworn, state:

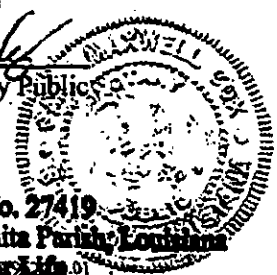
1. My name is Maxine L. Moreau I am presently Vice President of Operations of CenturyTel Service Group, LLC.
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Maxine L. Moreau  
Maxine L. Moreau

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

My Commission expires: At Death

Gary Maxwell Cox  
Notary Public  
Gary Maxwell Cox  
Louisiana Bar Roll No. 27419  
Notary Public, Ouachita Parish, Louisiana  
My Commission is for Life 01



***Exhibit No.:***

***Issue(s):***

***Witness: Maxine Laird Moreau***

***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***

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

**DIRECT TESTIMONY**

**OF**

**MAXINE LAIRD MOREAU**

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

## TABLE OF CONTENTS

I.	Background .....	1
II.	Purpose of Testimony .....	2
III.	OSS Dispute.....	4
	A. CenturyTel's Current OSS .....	5
	B. Socket's OSS Demand .....	6
	C. CenturyTel Offers a Feasible, Reasonable OSS for Socket .....	15
	D. OSS Implementation .....	17
IV.	Article XV--Performance Measures and Provisioning Intervals .....	18
	Socket Issue: Should the Agreement contain an Article addressing Performance Measures and Provisioning Intervals issues?.....	18
	CenturyTel Issue: What Performance Measures, if any, should the Agreement contain? If Performance Measures are implemented, should the Article contain a remedy plan, and if so, what should it require?.....	18
	A. Article XV Generally .....	21
	B. Pre-Ordering and Ordering .....	27
	1. Socket Pre-Ordering/Ordering PM 1. ....	28
	2. Socket Pre-Ordering/Ordering PM 2. ....	30
	3. Socket Pre-Ordering/Ordering PM 3. ....	33
	4. Socket Pre-Ordering/Ordering PM 4 .....	34
	5. Socket Pre-Ordering/Ordering PM 5 .....	36
	6. Socket Pre-Ordering/Ordering PM 6 .....	40
	7. Socket Pre-Ordering/Ordering PM 7 .....	41
	8. Socket Pre-Ordering/Ordering PM 8. ....	44
	C. Socket Provisioning—Retail Circuits PMs.....	45
	1. Socket Provisioning—Retail Circuits PM 1 .....	46
	2. Socket Provisioning—Retail Circuits PM 2 .....	49
	3. Socket Provisioning—Retail Circuits PM 3 .....	51
	4. Socket Provisioning—Retail Circuits PM 4 .....	53
	5. Socket Provisioning—Retail Circuits PM 5 .....	54
	D. Socket Maintenance PMs.....	56
	E. Socket Interconnection PMs .....	56

1.	Socket Interconnection PM 1 .....	57
F.	Socket Additional Measures PMs .....	59
1.	Socket Additional Measures PM 1 .....	60
2.	Socket Additional Measures PM 2 .....	61
G.	PMs Applicable to Socket's Performance .....	63
1.	Pre-Ordering/Ordering PM 1.3 (Applicable to Socket's Performance) .....	63
2.	Pre-Ordering/Ordering PM 1.7 (Applicable to Socket's Performance) .....	63
H.	Provisioning Intervals .....	64
V.	CONCLUSION .....	64

1                                   **DIRECT TESTIMONY OF**  
2                                   **MAXINE LAIRD MOREAU**

3                   **ON BEHALF OF CENTURYTEL OF MISSOURI, LLC, AND SPECTRA**  
4                   **COMMUNICATIONS GROUP, LLC, D/B/A CENTURYTEL**

5   **Q.   PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

6   A.   My name is Maxine Laird Moreau. My business address is 100 CenturyTel Drive,  
7       Monroe, Louisiana 71203, and I am testifying on behalf of both CenturyTel of Missouri,  
8       LLC and Spectra Communications Group, LLC d/b/a CenturyTel, in this proceeding, to  
9       which I will collectively refer as "CenturyTel" unless distinguishing between the two is  
10      necessary for context.

11                                   **I.**  
12                                   **Background**

13   **Q.   BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

14   A.   I am employed by CenturyTel Service Group, LLC as Vice President of Operations.

15   **Q.   WHAT ARE YOUR RESPONSIBILITIES?**

16   A.   As Vice President of Operations, I am generally responsible for CenturyTel's network  
17      operations, provisioning, and repair policies, procedures, and operations. For example,  
18      part of my job function is to oversee trouble resolution, service dispatch, network  
19      surveillance center operations, assignment of facilities and tasks, programming, access  
20      services and circuit provisioning, operational excellence and IT business support.

21   **Q.   PLEASE SUMMARIZE YOUR WORK EXPERIENCE?**

22   A.   Overall, I have over twenty-two (22) years of experience in the telecommunications  
23      industry. Of that, I have more than fifteen (15) years total experience with CenturyTel in  
24      various positions including Vice President of Operations, Vice President of Lightcore &  
25      Operational Excellence, Line of Business Manager – Long Distance Division and

1 Director Carrier Relations. Additionally, I worked for six (6) years with Broadwing  
2 (formerly known as IXC Communications) as Chief Services Officer, Vice President –  
3 Billing Operations and Vice President – Customer Care. I also worked for nine (9)  
4 months with Ionex as the Chief Sales and Services Officer. Please see Moreau Schedule  
5 A, which is a summary of my experience and background.

6 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

7 A. I earned a Bachelors of Business Administration in Computer Information Systems in  
8 1983 from Northeast Louisiana University (presently referred to as University of  
9 Louisiana at Monroe).

10 **Q. HAVE YOU TESTIFIED BEFORE?**

11 A. Yes. I testified in the mid-90s at the New Mexico Public Regulation Commission where  
12 CenturyTel was requesting long distance certification.

13 **Q. DO YOU HAVE ANY OSS-RELATED BACKGROUND THAT WOULD ALLOW**  
14 **YOU TO TESTIFY ABOUT THE PROVISION OF OSS TO SOCKET AND,**  
15 **MORE SPECIFICALLY, OSS IMPLEMENTATION?**

16 A. Yes. I received my undergraduate degree in Computer Information Systems from  
17 Northeast Louisiana University. My first work experience post graduation was at  
18 CenturyTel as a computer programmer. I worked directly in our IT department for five  
19 (5) years. In addition, throughout my career, I have been involved or responsible for  
20 many major system implementations. In 2003, I was responsible for CenturyTel's billing  
21 system implementation costing over \$200 Million and an implementation timeframe  
22 lasting several years. In my current role with CenturyTel, I oversee the development of  
23 business system requirements for several of our larger OSS applications.

24 **II.**

25 **Purpose of Testimony**

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

2   **A.**   In my testimony, I will address disputed issues pertaining to Operations Support Systems  
3       ("OSS") (Article XIII of the proposed interconnection agreement) and Performance  
4       Measures ("PMs") (Article XV of the proposed interconnection agreement), Issue No. 1  
5       in Article III, Joint Decision Point List ("DPL") (Article III, General Provisions, Issue No.  
6       1, Section 8.0) and Issue No. 5 in Article XVIII, xDSL.

7           My testimony focuses on the parties' OSS-related disputes in this arbitration  
8       proceeding. Among other things, I describe CenturyTel's current OSS, explain why  
9       Socket's demands are unreasonable and unduly costly, provide a basic overview of  
10      CenturyTel's OSS that shows it to be more than robust enough to provide Socket with an  
11      appropriate level of service, and CenturyTel's proposal for improvements to its OSS that  
12      would ensure that Socket's requirements are met.

13          I will show that Socket attempts to use this arbitration process—and Articles XIII  
14      and XV in particular—to impose terms, conditions, and obligations upon CenturyTel  
15      similar to those that the Missouri Commission imposed upon AT&T Missouri, merely  
16      because both AT&T Missouri and CenturyTel are both incumbent local exchange carriers  
17      ("incumbent LECs"). In doing so, Socket disregards the fact that AT&T Missouri and  
18      CenturyTel do not have identical or even similar markets, market concentration, customer  
19      density, resources, capabilities, or networks.

20          As the Commission evaluates the OSS dispute, it should critically scrutinize  
21      Socket's demands (and the impact of those demands), consider the competitive needs of  
22      the industry, and recognize the costs that necessarily flow from what Socket proposes.



1 Doing so, it becomes readily apparent that Socket's OSS proposal is neither appropriate  
2 nor feasible.

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

4 A. In the next section, Section III, I explain why Socket's demand that CenturyTel  
5 implement Real Time Electronic OSS is not reasonable and constitutes a demand for  
6 "super-parity." In Section IV I address each of the Performance Measurements (PMs)  
7 that have been proposed by Socket, with the exception of maintenance that is addressed  
8 by Marion Scott's testimony. I will explain exactly how CenturyTel's current and  
9 enhanced manual OSS provides a lawful level of service to Socket for pre-ordering,  
10 ordering, provisioning and interconnection. All of this will demonstrate that  
11 CenturyTel's current and enhanced manual systems are adequate and that ordering  
12 CenturyTel to build and deploy the sort of OSS that Socket demands would require a  
13 massive investment and would be irrational.

14 **III.**  
15 **OSS Dispute**

16 **ARTICLE XIII JOINT ISSUE STATEMENT (OSS):**

17 **Should the Agreement contain an Article addressing Operations Support**  
18 **Systems issues?**

19 **Q. PLEASE SUMMARIZE CENTURYTEL'S OVERALL POSITION ON ARTICLE**  
20 **XIII, ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS).**

21 A. Socket demands that CenturyTel implement an electronic OSS of the kind maintained by  
22 the RBOCs, including Real Time Electronic Interface. However, current Socket order  
23 volume does not justify the imposition of such an onerous requirement, particularly in  
24 light of the low CLEC order volume in CenturyTel's exchanges. Despite Socket's  
25 request to implement very expensive automated systems, Socket has not produced

1 evidence that shows that its demands or those of pertinent CLECs are forecasted to reach  
2 a level that would justify the cost and implementation difficulties associated with the  
3 installation of such systems. Additionally, many of Socket's demands amount to requests  
4 for "super-parity" whereby Socket would obtain superior treatment or performance in  
5 comparison to CenturyTel's operating procedures for its own retail operations.  
6 Ultimately, it is imperative to know that it would cost millions—or tens of millions—of  
7 dollars for CenturyTel to implement Socket's OSS request, and it would require  
8 CenturyTel to radically change its entire operations organizational structure. These  
9 operational changes cause costs not just to CenturyTel, but to other providers. As we  
10 demonstrate in the testimony of Carla Wilkes and Ted Hankins, the incremental increase  
11 in nonrecurring charges caused by the implementation of Socket's OSS proposal is  
12 prohibitive.

13 **A. CenturyTel's Current OSS**

14 **Q. DOES CENTURYTEL CURRENTLY MAINTAIN OSS?**

15 **A.** Yes, CenturyTel has existing OSS.

16 **Q. PLEASE DESCRIBE CENTURYTEL'S EXISTING OSS.**

17 **A.** Under current operations, CenturyTel provides a web-based order entry system for Local  
18 Service Requests ("LSRs"), receives Access Service Requests ("ASRs") via facsimile or  
19 email, provides billing in paper or electronic format and provides 1-8XX access for  
20 customer service, trouble reporting and tracking.

21 **Q. IS SOCKET SATISFIED WITH CENTURYTEL'S EXISTING OSS?**

22 **A.** Apparently not. Socket's Article XIII proposal, which is explained in the Joint DPL, filed  
23 February 21, 2006, demands that CenturyTel implement a Real Time Electronic Interface

1 OSS system that would radically alter the way that CenturyTel conducts its operations.  
2 CenturyTel maintains that the existing OSS provides adequate support and service to  
3 Socket and other CLEC's, particularly in light of Socket's very low order volume. While  
4 Socket may not be satisfied with CenturyTel's existing OSS, I do want to highlight that  
5 these OSS processes are in parity with CenturyTel's systems and processes for its retail  
6 end-user customers. Moreover, CenturyTel has made in the past and is willing to  
7 continue to make improvements in our overall servicing for CLEC accounts. CenturyTel  
8 has even offered to meet monthly with Socket to discuss any issues, identify any gaps and  
9 correct those gaps should they arise.

10 **B. Socket's OSS Demand**

11 **Q. PLEASE SUMMARIZE WHAT SOCKET APPEARS TO DEMAND WITH**  
12 **RESPECT TO OSS.**

13 **A.** Socket appears to demand that CenturyTel develop and implement an electronic OSS in  
14 the nature of the RBOCs and other large incumbent LECs within nine (9) months of the  
15 effective date of the Interconnection Agreement. More specifically, Socket demands a  
16 real-time electronic interface for transferring and receiving orders, Firm Order  
17 Commitments ("FOCs"), order completions, and other provisioning data and materials  
18 (e.g., access to street address guide and telephone number assignment database) as well as  
19 other pre-ordering, ordering, provisioning and maintenance for Socket's interconnection,  
20 resale and UNE requests. Attached as Moreau Schedule B is Socket's as-filed Article  
21 XIII.

22 **Q. IN YOUR TESTIMONY, YOU OFTEN REFER TO THE DESIRE TO PROVIDE**  
23 **SOCKET WITH SERVICE AT PARITY WITH CENTURYTEL. WHAT DO**  
24 **YOU MEAN BY "PARITY"?**

1 A. CenturyTel strives to meet its legal obligations to CLECs. Although I am not a lawyer, I  
2 am in a position to be acutely aware of the demanding requirements of the federal  
3 Telecommunications Act of 1996 (the "FTA"), particularly with respect to  
4 interconnection and unbundling. Specifically, I understand that Section 251 of the FTA  
5 requires CenturyTel, as an incumbent LEC, to provide interconnection to a requesting  
6 carrier "at least equal in quality to that provided . . . to itself or to any subsidiary, affiliate,  
7 or any other party to which the carrier provides interconnection" and "on rates, terms, and  
8 conditions that are just, reasonable, and non-discriminatory . . ." I also understand that as  
9 an incumbent LEC, CenturyTel must provide requesting carriers nondiscriminatory  
10 access to unbundled network elements for the provision of a telecommunications service  
11 on "rates, terms, and conditions that are just, reasonable, and nondiscriminatory . . ."

12 I also understand, in my supervision of CenturyTel's operations, that we must  
13 provide, for functions that are analogous to functions we provide ourselves in connection  
14 with our retail service offerings, access that is equal to the level of access that we provide  
15 ourselves, our customers, or our affiliates in terms of quality, accuracy, and timeliness.  
16 For functions that do not have a meaningful "retail analogue," such as the provision of  
17 access to OSS for ordering or provisioning of UNEs, and the like, I understand that we  
18 must offer an efficient CLEC a meaningful opportunity to compete. When I say "parity,"  
19 this is what I mean.

20 It is my understanding that these standards do not require CenturyTel to provide  
21 identical systems or perfect performance. In fact, we provide CLECs such as Socket with  
22 outstanding service, at parity with the service we provide ourselves, and we strive to  
23 improve our service to CLECs every day.

1 Q. HOW DO YOU GENERALLY RESPOND TO SOCKET'S DEMANDS?

2 A. First, Socket has not demonstrated a need to change the existing "interfaces" with  
3 CenturyTel's OSS, even where those interfaces include manual processing functions.  
4 Instead, as I point out below, the existing systems are serving Socket efficiently and at a  
5 reasonable cost. To my knowledge, Socket cannot demonstrate where its customers have  
6 perceived that Socket provided service at a lower level than that which CenturyTel  
7 provided its own retail customers as a result of the existing OSS.

8 Second, Socket approaches Article XIII and access to OSS in general as if cost is  
9 no object. \* \_\_\_\_\_ \* with CenturyTel.

10 Consequently, Socket's demands are excessive, inappropriate, unnecessary, and unduly  
11 expensive to implement, especially in light of the low volume of CLEC orders facing  
12 CenturyTel in Missouri.

13 Third, I note that some of the issues that Socket cites as disputed issues would not  
14 be solved by their OSS proposal. In particular, telephone number reservation information  
15 is not available to CenturyTel until an order is created, and CenturyTel could not provide  
16 it to Socket regardless of the nature of the interface. CenturyTel's circuit provisioning  
17 system is not directly connected to any front end order entry system. Since manual entry  
18 is required, this process would not be improved by Socket's OSS proposal. The circuit  
19 provisioning system is required for all complex orders, which comprise approximately  
20 \* \_\_\_\_\_ \* of Sockets orders to CenturyTel over the past year.

21 Moreover, CenturyTel has offered to improve its manual systems to address some of  
22 Socket's issues with the timeliness of order processing.

1           It is very important to note that CenturyTel is not SBC/AT&T Missouri, and it  
2           does not have the national scope or scale to finance the systems requested by Socket.  
3           Additionally, if CenturyTel is ordered to implement such a system, it is very unlikely that  
4           CenturyTel would be able to even recover its investment, much less to recover the cost  
5           plus a reasonable profit, as required under the law. CenturyTel would most likely be  
6           stranded with this expense with little chance of recovery because (1) existing CLEC order  
7           volumes in CenturyTel's territories today are too low to support the nonrecurring charges  
8           or surcharges that arise from the high cost of the systems, and (2) Socket has not shown  
9           that it or other CLECs will supply order volumes at a level that would support the cost.

10           Lastly, the prospect of CenturyTel being ordered to implement a massive  
11           unbudgeted system is of particular concern because in early March of this year,  
12           CenturyTel was forced to lay off approximately four percent (4%) of its workforce--275  
13           employees--because of access line losses resulting primarily from the displacement of  
14           traditional wireline telephone services by other competitive services and increased,  
15           facilities-based competition. CenturyTel lost 99,500 or 4.3% of its access lines during  
16           2005 after a loss of 62,500 or 2.6% of its access lines in 2004. Based on current  
17           conditions, we expect access lines may decline as much as 4.5% to 5.5% during 2006.

18   **Q.   EXPLAIN WHY YOU SAY SOCKET'S DEMANDS ARE INAPPROPRIATE AND**  
19   **UNNECESSARY.**

20   **A.   CenturyTel has reviewed the order volumes from Socket over the previous twelve (12)**  
21   **month period from March 2005 to February 2006. During this timeframe, Socket placed**  
22   **\* \_\_\_\_\_ \* orders or an average of \* \_\_\_\_\*per month to CenturyTel. During**  
23   **this same period, Socket placed \* \_\_\_\_\_ \* orders or an average of \* \_\_\_\_\***

1 per month and placed \* \_\_\_\_\_ \* orders or an average of \* \_\_\_\_\_ \*  
2 per month. In addition, Socket has placed \* \_\_\_\_\_ \* orders. The highest  
3 single month of order activity from Socket occurred in \* \_\_\_\_\_ \* and was for a  
4 total of \* \_\_\_\_\_ \* orders.

5 As of March 2006, Socket currently had less than \* \_\_\_\_\_ \*  
6 and \* \_\_\_\_\_ \* with CenturyTel. In addition, CenturyTel requested a twelve (12)  
7 month forward-looking forecast, but Socket was unable or unwilling to provide it. Based  
8 on Socket's lack of commitment, CenturyTel can only assume that the previous order  
9 volume will remain at current low levels. Therefore, it is not appropriate to ask  
10 CenturyTel to invest in an automated OSS system that will require a significant departure  
11 from the way CenturyTel currently operates and which will constitute a tremendous  
12 development and integration project with little chance of cost recovery. The sort of OSS  
13 requested by Socket are generally provided to handle massive order volumes such as  
14 those experienced by the RBOCs. The bottom line is that CenturyTel is not an RBOC  
15 and would have great difficulty shouldering the same sort of RBOC responsibilities in  
16 order to accommodate Socket's demand for "super parity."

17 **Q. YOU ALSO COMMENTED THAT SOCKET'S DEMANDS ARE UNDULY**  
18 **EXPENSIVE. HAVE YOU ESTIMATED THE COST TO IMPLEMENT**  
19 **SOCKET'S ELECTRONIC OSS PROPOSAL?**

20 **A.** Yes. CenturyTel has estimated the costs associated with developing and implementing  
21 Socket's OSS proposal. CenturyTel estimates that it would cost, at a minimum, \$16  
22 Million to deploy. This estimate does not include a return on investment, overhead  
23 expense or taxes. In my previous twenty-two (22) years of operations and IT experience,  
24 IT system deployments of this size and magnitude tend to cost more than originally

1 planned and take longer to implement. Some of the most common system  
2 implementation problems that individually or jointly cause major difficulties or delays, or  
3 completely stop the effort, include the following:

- 4 • Discovering the system does not provide required features or functions.
- 5 • Encountering major surprises when a critical capability does not operate in the  
6 manner required.
- 7 • Misunderstanding or underestimating the level of effort required.
- 8 • Difficulties in project management, including incomplete implementation plans  
9 and unrealistic schedules.
- 10 • Having to develop or obtain adequate staffing, expertise, and training support.

11 Basically all of this shows that our estimate is only that, an estimate. The costs could end  
12 up significantly more than the estimated \* \_\_\_\_\_ \* in the end and put that much more  
13 burden on CenturyTel.

14 Under the Act and prevailing FCC regulations, I understand CenturyTel would be  
15 entitled to complete, competitively neutral, cost recovery through, for example, non-  
16 recurring rates. Based on the Act, this is very much a forwarding-looking expenditure for  
17 CenturyTel because much of what Socket is requesting does not exist today and would  
18 require systems development. In addition to the cost of over \* \_\_\_\_\_ \* to build, we  
19 anticipate significant on-going support costs in excess of \* \_\_\_\_\_ \* each year. Ted  
20 Hankins will provide an estimate in his testimony on Article VIIA, Appendix UNE  
21 Pricing, of the nonrecurring charges or surcharges that would apply to orders. These  
22 charges or surcharges would be extremely high based upon the historical volume of  
23 orders from Socket and other CLECs.

24 **Q. IS REAL TIME ELECTRONIC INTERFACE OSS PRACTICAL FOR**  
25 **CENTURYTEL?**



1 A. No, it is not. CenturyTel is a rural telecommunications carrier providing advanced  
2 communications in small to midsize cities in twenty-two (22) states. In all of these states,  
3 CenturyTel is the carrier of last resort in its certificated territories. CenturyTel serves  
4 predominately rural areas and only has requests for UNEs in four (4) (*i.e.* Missouri,  
5 Arkansas, Alabama, Wisconsin) of the twenty-two (22) states. Given this reality,  
6 CenturyTel does not have the CLEC order volume or customer density that would justify  
7 the anticipated costs of developing and implementing Real Time Electronic Interface  
8 OSS. If CenturyTel were to implement such a system, the forward-looking costs would  
9 inevitably produce prohibitive non-recurring rates. Indeed, the non-recurring costs would  
10 likely not be recovered because CLECs, and their retail customers, would refuse to pay  
11 such high rates. In other words, CenturyTel would be stranded with this expense.

12 **Q. IS SOCKET'S REQUEST FOR ELECTRONIC OSS FOR MAINTENANCE AND**  
13 **REPAIR REASONABLE?**

14 A. No. CenturyTel's maintenance and repair information is made available to Socket at  
15 parity with CenturyTel's end user customers. CenturyTel has provided the same 1-8XX  
16 number for Socket and all other CLECs, as well as all end user customers for reporting  
17 trouble and checking status on reported troubles. Additionally, CenturyTel does not  
18 provide any end user customers the ability to report trouble or repair via any electronic  
19 interface. In my experience, customers prefer to report troubles to a live person to ensure  
20 that these problems are being addressed timely based on the level of severity of the  
21 problem.

22 **Q. IS SOCKET'S REQUEST FOR ELECTRONIC OSS FOR BILLING MEDIA**  
23 **REASONABLE?**

1 A. Yes. In fact, many of Socket's proposals on this issue are already being done. For  
2 example, CenturyTel can provide billing information in a standard paper format or  
3 industry standard 811 electronic bill format, or online via CenturyTel's "MyAccount"  
4 application, as selected by Socket. In addition, Socket may receive electronically a daily  
5 usage extract using the industry standard EMI format, as well as a local bill data tape,  
6 upon request, that contains the same information that would appear on their bill.  
7 However, CenturyTel should not be required to provide real-time billing data to Socket  
8 since this is not provided to CenturyTel's customers and represents yet another request  
9 for super-parity.

10 **Q. HAS CENTURYTEL EVER EVALUATED IMPLEMENTING ELECTRONIC**  
11 **OSS FOR CLECS?**

12 A. Before this proceeding was initiated, CenturyTel evaluated implementing an electronic  
13 OSS system on several occasions and determined that such a system was not cost justified  
14 because the low level of CLEC order volumes would not allow for cost recovery without  
15 producing very high non-recurring rates.

16 When CenturyTel acquired the Missouri properties, CenturyTel contemplated the  
17 need for electronic OSS and determined that it was not practical or cost justified. In fact,  
18 CenturyTel had been advised by its CLEC customers in other states that they liked  
19 CenturyTel's manual procedures because they preferred dealing with a live person.

20 In the summer of 2004, CenturyTel again reviewed the feasibility of electronic  
21 OSS for its internal use. After evaluating the cost and difficulty of implementation, and  
22 weighing this cost against the potential for some reduction in costs resulting from  
23 automation, CenturyTel determined that the investment was impractical and uneconomic.

1           In the course of negotiating and arbitrating with Socket, CenturyTel has once  
2 again reviewed the costs associated with implementing the request from Socket pertaining  
3 to electronic OSS and arrived at the same conclusions. In essence, CenturyTel would be  
4 stranded with this cost with very little chance of recovery of its investment because the  
5 cost recovery to which CenturyTel is entitled would be difficult or impossible to realize  
6 from the users of the system, CLECs, because of the very high cost and very low order  
7 volumes.

8           Any consideration of implementing electronic OSS that does not require CLEC  
9 order volume triggers that would justify the massive investment would be irrational.

10 **Q. WILL SOCKET BE HINDERED IF ELECTRONIC OSS IS NOT**  
11 **IMPLEMENTED BY CENTURYTEL?**

12 **A.** No. As I explain in detail below, CenturyTel is committed to providing Socket with  
13 support at the same level that CenturyTel provides in servicing its retail end users. In  
14 addition, CenturyTel has offered to implement a set of Performance Measurements  
15 designed to ensure that CenturyTel meets all of its lawful requirements in providing  
16 interconnection and access to unbundled network elements to Socket.

17           In my review of the issues associated with Socket's proposed Article XV--  
18 Performance Measures and Provisioning Intervals, the Performance Measurements  
19 CenturyTel has proposed are adequate for several reasons. First, these proposals allow  
20 Socket to have access to CenturyTel personnel for issue resolution. Second, as of early  
21 March, CenturyTel reviewed the previous twelve (12) months of order activity, and  
22 determined that Socket has ordered \* \_\_\_\_\_ \* and 100% were installed at  
23 parity with CenturyTel's like services. There is no evidence that Socket intends to

1 increase its order volume in a way that would unduly burden CenturyTel's existing  
2 systems. Third, if new Performance Measurements are required to ensure its  
3 performance, CenturyTel has already agreed to work in good faith with Socket to develop  
4 new Benchmarks. CenturyTel has also agreed to meet monthly with Socket to discuss the  
5 addition, deletion or modification of the Performance Measurements, and, if problems  
6 emerge, CenturyTel has agreed to work with Socket to address these problems by way of  
7 a Gap Closure Plan – all of which is detailed in CenturyTel's proposed Article XV.

8 **Q. DID CENTURYTEL ACQUIRE VERIZON'S OPERATIONS SUPPORT**  
9 **SYSTEMS IN THE ACQUISITIONS IN 2000 OR 2002?**

10 A. No. Neither Spectra Communications Group, LLC, nor CenturyTel of Missouri, LLC,  
11 acquired Verizon's OSS at the time they acquired the Missouri telephone assets of  
12 Verizon.

13 **C. CenturyTel Offers a Feasible, Reasonable OSS for Socket.**

14 **Q. HOW WILL CENTURYTEL PROVIDE PREORDERING AND ORDERING TO**  
15 **SOCKET?**

16 A. The full-blown electronic OSS proposals from Socket in this regard are not reasonable in  
17 light of current or anticipated CLEC order volumes. Moreover, CenturyTel has provided  
18 a web-based system to accept LSRs from Socket for Customer Service Records ("CSRs")  
19 and other LSRs. CenturyTel is willing to provide Customer Proprietary Network  
20 Information ("CPNI") where Socket has obtained a Letter of Authorization ("LOA").  
21 CenturyTel will not require Socket to provide individual LOAs prior to processing such  
22 requests. CenturyTel has also committed to provide CSRs to Socket within one (1)  
23 business day following receipt. Based on our discussions with Socket, we have reduced  
24 this interval from forth-eight (48) hours to one (1) business day. For ASRs, Socket sends

1 its request via facsimile or email to CenturyTel's Access Services Department, and these  
2 orders are processed at parity.

3 **Q. WHAT IS CENTURYTEL'S POSITION ON PROVIDING CPNI DATA TO**  
4 **SOCKET?**

5 A. CenturyTel takes very seriously its obligation to protect the account information of its  
6 customers. We strictly follow the FCC's CPNI rules in our handling of customer data  
7 and take precautions to not share customer information improperly. Disclosure of CPNI  
8 to unrelated third parties such as Socket requires express customer consent. CenturyTel  
9 has policies and practices in place to ensure that customer consent is obtained by the  
10 requesting carrier prior to our release of customer data. In contrast to intra-company use  
11 and disclosure of CPNI, there is a more substantial privacy interest with respect to third-  
12 party disclosures.

13 The FCC currently has before it a Petition which alleges that the FCC's CPNI  
14 regulations are insufficient to prevent the unauthorized disclosure of CPNI and asks the  
15 FCC to investigate telecommunications carriers' current security practices. In February  
16 2006, the FCC opened a docket seeking comment on issues raised by the Petition. CPNI  
17 legislation was also recently introduced in the United States Senate. Both the FCC docket  
18 and legislation are looking to enact more restrictions on carriers' use of customer records,  
19 not looking for ways to relax the current, onerous regulations.

20 Therefore, allowing Socket uncontrolled access to our customer CPNI through  
21 Real Time Electronic Interface is not allowed by the current CPNI rules because there is  
22 no way to ensure that customer consent has been obtained in compliance with law, and,  
23 consequently, this would not be prudent for either CenturyTel or Socket. CenturyTel has

1 a strong belief that uncontrolled access is more likely to lead to mischief (and violations  
2 of the CPNI rules) whereas our current manual processes are designed to identify the  
3 possibility of "fishing" requests for CSRs where the CLEC has not obtained the  
4 appropriate permission to obtain such information in advance.

5 **D. OSS Implementation.**

6 **Q. WITH RESPECT TO ITS DEMANDED OSS, WHAT TIMEFRAME DOES**  
7 **SOCKET SUGGEST FOR IMPLEMENTATION?**

8 A. Socket has demanded CenturyTel implement a Real Time Electronic Interface for  
9 Socket's use within nine (9) months of the effective date of a new interconnection  
10 agreement. In addition, Socket has demanded that prior to live access to the new OSS,  
11 CenturyTel and Socket would perform Operational Readiness Testing (ORT) beginning  
12 no later than three (3) months after the effective date of the interconnection agreement.

13 **Q. IS THAT REASONABLE?**

14 A. Absolutely not. In my previous experience, this type of OSS implementation could take  
15 several years. First, the initial stage of an OSS implementation would encompass project  
16 planning and detailed business requirements gathering. The initial detail requirements  
17 gathering process for an automated OSS of this magnitude could take six (6) or more  
18 months alone. Second, the software development process of coding and developing the  
19 software to perform the functionality requested would be dependent on the scope and  
20 order of magnitude of the OSS. From the high level requirements demanded by Socket, it  
21 is estimated the software development would take a minimum of twelve (12) months.  
22 The next step in the system implementation process would be for systems and application  
23 testing. This stage would take a minimum timeframe of three (3) months. Only then  
24 could Operational Readiness Testing begin. Under this scenario, we would be starting

1 this stage after eighteen (18) months. This is a significantly beyond the three (3) months  
2 that Socket has demanded. Following this testing, which would most likely take another  
3 six (6) months, the system would be production ready. Although it would be imprudent  
4 to require CenturyTel to implement an electronic OSS, it would take a minimum of  
5 twenty-four (24) months to do so properly.

6 **IV. Article XV—Performance Measures and Provisioning Intervals**

7 **Socket Issue:** Should the Agreement contain an Article addressing Performance  
8 Measures and Provisioning Intervals issues?

9 **CenturyTel Issue:** What Performance Measures, if any, should the Agreement contain?  
10 If Performance Measures are implemented, should the Article contain  
11 a remedy plan, and if so, what should it require?

12 **Q. PLEASE DESCRIBE THE PARTIES' DISPUTE.**

13 **A.** Attached as Moreau Schedule C is Socket's proposed Article XV, Performance Measures  
14 and Provisioning Intervals, with its attached Appendix—Performance Measures and  
15 Table 1—Performance Measures (as filed in this Case). Attached as Moreau Schedule D  
16 is the same Article XV with CenturyTel's proposed modifications, including an offer of  
17 Performance Measures ("PMs") and an administratively simpler set of "remedies" set  
18 forth in a series of five tables.

19 In summary, CenturyTel disputes the need for or value of the PMs that Socket is  
20 demanding. CenturyTel is committed to provide Socket with quality service as a  
21 wholesale customer. CenturyTel is also willing to compensate Socket for any real harms  
22 it may suffer from any material breach of the new ICA. However, in many cases,  
23 Socket's proposed PMs and their associated "benchmarks" for performance are out of  
24 line with the service that CenturyTel provides itself or its own retail customers. This  
25 requires CenturyTel, in effect, to provide Socket with "superior" service, or what I

1 sometimes refer to as "super-parity." "Superior" service is not one of CenturyTel's  
2 obligations as an incumbent LEC under the FTA. Moreover, "superior" service also has a  
3 cost—a cost that far exceeds any demonstrable benefit to Socket.

4 **Q. WHAT IS THE PURPOSE OF PERFORMANCE MEASUREMENTS?**

5 A. Performance Measurements should be identified and implemented only in those areas  
6 where performance needs to be measured and monitored to influence future behavior.

7 **Q. HOW SHOULD THE APPROPRIATE PERFORMANCE MEASUREMENTS BE**  
8 **DETERMINED?**

9 A. Our experience in providing retail and wholesale services provides us with information  
10 from which we can identify where a possible need to measure a specific identified  
11 behavior or process exists and the need for a performance measurement may arise.  
12 Addition, deletion, or modification of measurements may be required from time to time,  
13 depending upon the Parties' experience and desired services. Performance Measurements  
14 should not be implemented merely for the sake of measurement. If there is no identified  
15 problem, then no performance measurement should be put in place. If later behavior is  
16 identified that warrants a measurement, the Parties are free to negotiate both the PM and  
17 any applicable remedy.

18 **Q. SHOULD A CERTAIN VOLUME OF ORDERS BE REQUIRED BEFORE**  
19 **PERFORMANCE MEASUREMENTS ARE IMPLEMENTED?**

20 A. Yes. CenturyTel has committed to provide service to Socket at parity with services it  
21 provides itself or its own retail customers. However, a sufficient volume of orders must  
22 be placed to provide an adequate sample against which to measure parity. A low volume  
23 of orders will inconsistently, and probably inaccurately, reflect performance. CenturyTel



1 is proposing that no Performance Measurements be implemented until Socket reaches a  
2 consistent volume of at least one hundred fifty (150) orders per month.

3 **Q. WOULD THE PERFORMANCE MEASUREMENTS AS PROPOSED BY**  
4 **SOCKET ACCURATELY REFLECT CENTURYTEL PERFORMANCE, OR**  
5 **CENTURYTEL'S COMMITMENT TO PARITY?**

6 A. No. Socket's proposal contains no minimum service order activity. Without a sufficient  
7 volume of orders, Performance Measurements will not accurately reflect performance or  
8 indicate whether service is being provided at parity with the same services CenturyTel  
9 provides itself or its own retail customers. Today, four (4) years after Socket adopted  
10 their existing interconnection agreement, it averages less than \* \_\_\_\_\_ \*  
11 or CenturyTel services or facilities per month. According to Socket's proposal, missing  
12 the benchmark on even one order or activity in a month would immediately put  
13 CenturyTel into penalty or remedy status. Because of Socket's low volumes, there is  
14 absolutely no margin for error in the benchmarks proposed by Socket.

15 **Q. ARE THERE WAYS TO ADDRESS PERFORMANCE BY THE PARTIES UNTIL**  
16 **ORDER ACTIVITY REACHES A SUFFICIENT LEVEL TO ACCURATELY**  
17 **MEASURE PERFORMANCE?**

18 A. Yes. CenturyTel has proposed that the parties meet monthly to discuss the performance  
19 of both Parties under this Agreement. In these meetings, CenturyTel and Socket could  
20 discuss any problems encountered during the proceeding month, or problems anticipated  
21 in the upcoming month, as well as remedies to eliminate any existing or perceived future  
22 problems. The outcome of these meetings would provide Socket with substantially the  
23 same protections that it seeks by means of its PMs and remedies until sufficient level of  
24 volumes are achieved.

25 **Q. WHAT IS SOCKET DEMANDING?**

1 A. Socket is demanding, in general, that the Commission impose performance measures and  
2 a remedy plan far in excess of that which would reasonably conform to any conceivable  
3 risk that CenturyTel will fail to perform its obligations under the proposed ICA. While  
4 Socket may complain that CenturyTel's performance is not as robust as it has experienced  
5 with the new AT&T Missouri—a point that likely is incorrect—it must also concede that  
6 neither CenturyTel's size or scope nor Socket's order volumes, either historical or  
7 projected, justify the investment of millions of dollars to implement an electronic  
8 interface to CenturyTel's OSS, particularly in light of changes to preordering, ordering,  
9 provisioning, maintenance/repair, and billing processes that CenturyTel has offered in the  
10 context of negotiations to meet Socket's claimed need for improved service.

11 **Q. CAN YOU SPECIFICALLY ADDRESS SOCKET'S DEMANDS WITH RESPECT**  
12 **TO PERFORMANCE MEASURES AND REMEDIES?**

13 A. Yes.

14 **A. Article XV Generally**

15 **Q. WHAT HAS SOCKET PROPOSED?**

16 A. Socket has proposed a set of "Performance Incentives," "Performance Measures," and  
17 "Remedies," typically in the form of liquidated damages. Socket's proposal was included  
18 both in its Petition and with the Joint DPL, filed February 21, 2006.

19 **Q. WHAT IS INAPPROPRIATE ABOUT SOCKET'S PROPOSED ARTICLE XV?**

20 A. First, the Performance Incentives Socket proposes, including payments associated with  
21 various aspects of the development and implementation of a "Gap Closure Plan" bear no  
22 economic relationship to any harm Socket could realize through any failure on the part of  
23 CenturyTel. For example, Socket proposes in Article XV up to a \$15,000 penalty if  
24 CenturyTel is unable to implement a Gap Closure Plan in time; however, today Socket

1       only submits an average of less than \* \_\_\_\_\_\*orders a month. Using Socket's current  
2       subscription to \* \_\_\_\_\_\* at Socket's proposed rate of \* \_\_\_\_,\* CenturyTel's average  
3       monthly billing to Socket would be less than \* \_\_\_\_\_\*. Socket's proposed penalty for this  
4       failure alone would be \* \_\_\_\_\_\* times the monthly billing amount from CenturyTel. While  
5       this is just one example, Socket has produced nothing to suggest that its proposed Article  
6       XV "performance incentives" or "remedies" for breach of a PM benchmark bear any  
7       relationship at all to any anticipated harm that Socket might realize from the error.

8               Second, Socket's proposed PMs and benchmarks show no evidence of being  
9       designed to approximate an appropriate level at which CenturyTel should support its  
10      wholesale customer, Socket, nor do its proposed remedies reveal any intent to  
11      approximate any reasonable estimate of the "damages" that Socket might expect to suffer  
12      through any failure on the part of CenturyTel to meet the standard. They are, instead, a  
13      fairly mechanical attempt to impose conditions upon CenturyTel that are comparable to  
14      those placed upon SBC Missouri (now AT&T Missouri). In doing so, Socket fails to  
15      acknowledge the differences between the 13-state, \$41 billion revenue AT&T and the  
16      much smaller, more rural, and more spread-out (22-state) CenturyTel. Again, Socket  
17      simply provides no basis for the benchmarks or the remedies it proposes, nor any support  
18      for the proposition that they reasonably reflect an appropriate level of service or any  
19      conceivable harm caused to Socket if CenturyTel is unable to perform at the desired  
20      benchmarks.

21              Although CenturyTel thinks that it has a strong legal argument against the  
22      imposition of PMs or remedies over its objection, it also thinks that if such a plan is to be  
23      imposed upon CenturyTel, that plan should be internally lawful and reasonable. This

1 testimony is not about the legality of the imposition as a whole—that point will be left to  
2 briefing—but about the specific measures, benchmarks, and remedies and their clash with  
3 appropriate and lawful business standards.

4 **Q. WHAT IS WRONG, IN GENERAL, WITH SOCKET'S RECOMMENDATIONS**  
5 **OF PERFORMANCE STANDARD "BENCHMARKS"?**

6 A. Socket's recommendations for the most part are not reasonable. Socket uses the term,  
7 "Benchmark" for measurements with associated standards. Socket arbitrarily defines  
8 these terms without reference to any historical experience or established industry  
9 standard. These standards are in many instances higher than those that CenturyTel  
10 provides or even could provide to itself or to its own retail customers. Socket's standards  
11 are often unachievable and would serve no useful purpose in establishing performance  
12 measurements. Finally, mandating service standards which are "superior" to that which  
13 CenturyTel provides itself is inconsistent the Act.

14 **Q. IS CENTURYTEL WILLING TO AGREE TO PERFORMANCE**  
15 **MEASUREMENTS?**

16 A. Yes. Although no "Performance Measures" or associated liquidated damage or  
17 "remedies" provisions are warranted in this proceeding, CenturyTel is willing to respond  
18 to reports from Socket of whether or not its provision of service is consistent with the  
19 proposed ICA. CenturyTel's willingness to propose or develop performance  
20 measurements and respond to reports, however, should not be interpreted as conceding  
21 that Socket's contentions have merit. In fact, the question of performance measures,  
22 benchmarks, and remedies ignores the point that CenturyTel's existing systems have not  
23 been proven to be "broken," but in fact provide adequate service to Socket.

1 Q. ARE THERE ANY FLAWS IN SOCKET'S PROPOSED STRUCTURE OF PMS  
2 THAT AFFECT MOST, IF NOT ALL, OF THE MEASURES, BENCHMARKS  
3 OR THE APPLICATION OF THE PROPOSED REMEDIES?

4 A. Yes. There are a number of concerns that affect most, if not all, of Socket's proposed  
5 PMs. They include the following:

6 1. Problems in Definitions and Formulae. Much of the as-filed Article XV is  
7 unclear or ambiguous in its application. For instance, a "Business Day" is defined as  
8 Monday through Friday, from 8:00 a.m. to 5:00 p.m. A Business Day, therefore, consists  
9 of nine (9) "Business Hours," not eight (8), as is implied in some of the measures. This is  
10 important not only to ensure that there is a consistent relationship between the key timing  
11 terms, but also to ensure that the PMs or their benchmarks bear some relationship to the  
12 contract the performance of which is theoretically tied to the "need" for the PM in the  
13 first place.

14 In addition, many of the "remedies" are defined in terms of a "Standard Payment"  
15 (based upon "one month's flat rate average recurring charge" and "calculated by dividing  
16 the total monthly recurring charges billed by CenturyTel to Socket in a contract month by  
17 the number of UNEs, UNE Combinations and Resold Services that are included on the  
18 bill for which there is a flat, monthly rate") or a "Standard Daily Payment" ("The  
19 Standard Daily Payment shall be Standard Payment divided by thirty (30).") The monthly  
20 variability "average recurring charges" presents a problem in the predictability of the  
21 remedy's application, but more, because the remedy is not tied to the service actually  
22 affected by a failure, it tends to make the potential payment something of a "lottery." If  
23 the service or UNE affected by the failure is a higher-than-average item, the payment will  
24 tend to be lower than the recurring charge for the service or UNE. However, this formula

1 also presents the prospect that where the service or UNE subject to a failure to perform is  
2 a lower-priced item, the failure of a minor service could result in an "average," and  
3 therefore disproportionate, penalty. This "lottery" structure is unreasonable and should  
4 be rejected.

5 2. No Rationale for the Benchmarks. To date, Socket has provided no  
6 information as to the business rationale for most, if not all, of the proposed benchmarks.  
7 Instead of developing benchmarks based upon the relationship of CenturyTel and Socket  
8 or upon a reasonable, objective set of business standards, Socket has proposed a set of  
9 benchmarks that are based upon other companies of much larger scope and scale (GTE,  
10 now Verizon, or SBC, now AT&T). The Commission should not simply "cut-and-paste"  
11 the benchmarks. If any benchmarks are needed at all, the Commission should adopt those  
12 that CenturyTel proposes.

13 3. Historical Volumes and Percentage Measures. The most significant  
14 problem with implementing any "not-more-than-a-given-percent" PM, aside from setting  
15 the proper threshold, is that Socket has historically placed very few orders in any given  
16 month. Moreover, while we have asked Socket for information that would allow us to  
17 forecast growth either in Socket orders or the orders of other providers, Socket has  
18 refused to date to provide that information. We continue to seek it.

19 What happens when there is a small volume of orders is that even a single miss  
20 can result in a breach of the Benchmark. For instance, in a month in which Socket places  
21 two orders, a single miss of whatever significance business-wise results in only fifty  
22 percent (50%) performance. Likewise, in a month in which Socket places five orders, a  
23 single miss results in only eight percent (80%) performance. Based upon the information

1 available, there has yet to be a month in which Socket has been a CenturyTel wholesale  
2 customer in which a single miss in the context of certain PMs would not result in a breach  
3 of a benchmark Socket has proposed.

4 Accordingly, because of the very low historical order volumes, CenturyTel has  
5 proposed that a certain Socket order volume threshold be reached before the remedies  
6 would apply. In general, CenturyTel has proposed that Socket must place one-hundred-  
7 fifty (150) orders per month for three (3) consecutive months before the remedy  
8 mechanisms would be initiated. While tracking performance may be useful at any  
9 volume of orders, small sample size and low order volume tend to make the application  
10 of remedies for failure to meet the benchmarks a potentially arbitrary process.

11 4. Socket Must Submit More Than Ninety-Five Percent (95%) of Its Orders  
12 Correctly. As we point out below, CenturyTel's ability to respond timely and accurately  
13 to Socket is significantly influenced by Socket's submission and CenturyTel's timely  
14 receipt of an accurate and complete order. Being required to return orders for corrections  
15 inhibits CenturyTel's ability to meet its other duties by effectively doubling the workload.  
16 The assurance that CenturyTel cannot be held accountable for an agreed set of PMs, if  
17 such a set should come to be, without Socket's meeting its underlying obligation to  
18 submit accurate and complete orders is very important. Socket's submission of a correct  
19 and accurate order the first time eliminates duplicated review time and order rejection and  
20 permits CenturyTel the time needed to process other orders or perform other needed  
21 tasks.

22 5. Socket Must Accurately Forecast Orders. As we point out below,  
23 CenturyTel's ability to appropriately staff to timely respond to Socket is significantly

1 influenced by the accuracy of Socket's quarterly forecasts. CenturyTel cannot be held  
2 accountable for an agreed set of PMs, if such a set should come to be, without relying on  
3 Socket to accurately project order volume so that CenturyTel can appropriately staff.

4 6. Socket Must Be Required to Pay Remedies When Its Performance Falls

5 Short. Socket proposes that only CenturyTel be made subject to performance penalties.  
6 However, as we demonstrate, our true performance is directly impacted by both Socket's  
7 order volume and ability to forecast in good faith its network and service needs.  
8 CenturyTel cannot provide proper staffing or inventory. If PMs are imposed, Socket  
9 should be made accountable, as well.

10 **B. Pre-Ordering and Ordering**

11 **Q. WHAT HAS SOCKET PROPOSED?**

12 A. Socket has proposed eight (8) PMs related to "Pre-Ordering/Ordering." As I discuss  
13 below, many of these measures are unreasonable or unlawful as Socket has stated them.  
14 The Arbitrator should impose no PMs or remedies, but if he does, the PMs and remedies  
15 should be as we have proposed them. In this case, Socket's proposed Pre-  
16 Ordering/Ordering PMs are found in Table 1, Moreau Schedule D.

17 **Q. WHY AREN'T SOCKET'S PROPOSED PRE-ORDERING AND ORDERING**  
18 **PMS REASONABLE?**

19 A. CenturyTel has committed to providing Socket services at parity to those services  
20 provided to ourselves in offering certain services to our own customers or at a level that  
21 would allow an efficient competitor to compete; however, in many cases the benchmark  
22 proposed by Socket would result in provision of services at super-parity, and exceed what  
23 is required by the Missouri Public Service Commission. Also, in many cases, there is no  
24 real analogous "retail" service to which a comparison of the provisioned UNE or service



1 can reasonably be compared. Also, many of the measurements proposed by Socket do not  
2 relate to identified problems; therefore, a performance measurement should not be  
3 implemented until such time CenturyTel is shown to provide inferior service or access.

4 **1. Socket Pre-Ordering/Ordering PM 1.**

5 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

6 A. Socket has proposed a measurement it calls "Prompt Transmission of Requested  
7 Customer Service Record (CSR)—Retail."

8 **Q. WHAT IS A CSR?**

9 A. "CSR" is a customer service record. A customer service record search is usually  
10 requested after one telecommunications carrier has captured a customer from another, but  
11 prior to account conversion to the new carrier. The search typically is for basic account  
12 information, listing/directory information, telephone numbers, service and equipment  
13 listing, and billing information.

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

15 A. Socket is proposing that one hundred percent (100%) of all CSRs be returned to Socket  
16 within four (4) Business Hours of submission of Socket's request.

17 **Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT**  
18 **APPROPRIATE?**

19 A. First, there is no demonstrated need for this PM. Socket can show few, if any,  
20 CenturyTel failures to meet its obligations under the existing contract. In the absence of a  
21 significant history of failures, a program of onerous PMs and remedies should not be  
22 imposed.

23 Second, a 100% benchmark is not reasonable. The vast majority of the CSR  
24 information requested by Socket is for large businesses/multiple locations or addresses.

1 The records must be obtained from several different systems, and then interpreted prior to  
2 it being sent to Socket. This requires CenturyTel to access multiple screens and sources to  
3 obtain a complete customer service record, an extremely time-consuming process.  
4 CenturyTel does not provide itself with CSRs in four (4) Business Hours on a 100% basis  
5 for providing services to its retail customers, particularly for multiline customers, and it  
6 should not be required to provide Socket with super-parity service.

7 In addition, because CenturyTel is staffed based on historical numbers and types  
8 of orders, any significant increase in order activity will affect our ability to provide  
9 information within any benchmark, and any spike in either order numbers or complexities  
10 would make almost certain that CenturyTel would fail the Benchmark for that month, not  
11 because its performance was not "industry-standard" or even exceptionally good, but  
12 because the proposed Benchmark requires perfection.

13 Third, the "four (4) Business Hours" of "submission" turnaround that Socket  
14 proposes conflicts with the idea of a "one-day" return and will present opportunities for  
15 Socket—or other carriers who may adopt the final interconnection agreement that will be  
16 approved in this case—to manipulate the four (4)-hour requirement to cause a default.  
17 Importantly, the question of whether to tie order-related events to Socket's "submission"  
18 or to CenturyTel's "receipt" has been heavily negotiated in certain aspects of the contract.  
19 The parties have generally agreed both that these types of events should be tied to  
20 "receipt," because it is typically CenturyTel that must respond to an order or request. In  
21 addition, the Parties have agreed to a definition of receipt that would frame this type of  
22 request more adequately. "Receive," the Parties have agreed, is to be defined as the time

1 stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet  
2 Services Customer Portal or its functional equivalent.

3 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
4 **REQUEST?**

5 A. In an effort at compromise, CenturyTel has offered a PM that measures the same  
6 performance in a more appropriate manner. CenturyTel is proposing that 85% of Socket  
7 requests for CSRs via web-based interface, telephone, fax, or e-mail will be provided to  
8 Socket within nine (9) Business Hours or one (1) Business Day after CenturyTel *receives*  
9 the request, for the reasons stated above. Although Socket's historically low volume of  
10 orders may trigger this Benchmark even in a near-perfect month of performance (*e.g.*, one  
11 (1) miss in seven (7) orders in a given month), CenturyTel is willing to compromise on its  
12 proposed terms.

13 In addition, CenturyTel has stated PM 1.1 in terms of either "nine (9) Business  
14 Hours" or "one (1) Business Day" to provide a sometimes challenging, but generally  
15 achievable, time frame for performance that is easily measured and verified.

16 Finally, CenturyTel's proposed definitions and calculations make clear when a  
17 breach of the Benchmark occurs and when it results in the payment of a remedy.

18 **2. Socket Pre-Ordering/Ordering PM 2.**

19 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

20 A. Socket has proposed a measurement it calls "Erroneously Rejected Requests for CSRs".

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

22 A. Socket is proposing that zero (0) CSR requests be erroneously rejected by CenturyTel in a  
23 Month.

1 Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT  
2 APPROPRIATE?

3 A. Socket can demonstrate no need for this PM. Socket's history with CenturyTel  
4 establishes that no request for a CSR is rejected without providing a reason to Socket.  
5 This measurement and benchmark should not be implemented until and unless Socket  
6 demonstrates that CenturyTel's performance under its proposed new ICA indicates a  
7 need. Again, Socket cannot demonstrate any pattern of CenturyTel failures that would  
8 support the imposition of this kind of burdensome scheme upon the operations of  
9 CenturyTel.

10 This fact highlights Socket's failure to define the term "erroneously rejected"  
11 requests. Without carefully applied parameters to this term, Socket may claim undue  
12 reliance upon a "substantially correct" request that fails to meet industry standards or the  
13 obligations set forth in the contract.

14 For instance, Socket's terms for this PM state that "valid reasons for rejecting a  
15 request for a CSR do not include CSR requests that are rejected because CenturyTel does  
16 not believe Socket has the authority to view Customer Proprietary Network Information."  
17 As we point out above, CenturyTel takes very seriously its obligation to protect the  
18 account information of its customers, and we strictly follow the FCC's CPNI rules in our  
19 handling of customer data and take precautions to not share customer information  
20 improperly. Disclosure of CPNI to unrelated third parties such as Socket requires express  
21 customer consent. CenturyTel has policies and practices in place to ensure that customer  
22 consent is obtained by the requesting carrier prior to our release of customer data. We  
23 think our obligation to protect CPNI may in some cases require us to obtain information

1 about Socket's authority to view the information. While we will, of course, scrupulously  
2 follow the FCC's guidance on such activities, the PM should not allow Socket to profit  
3 where CenturyTel is merely doing its duty.

4 At the very least, the failure to define the term leaves open the prospect of  
5 disputes where none need to occur if the proper definitions are in place. In addition,  
6 because no order is rejected without a reason, this PM, as proposed by Socket, will  
7 merely result in additional disputes between the Parties with no predictable positive  
8 difference in performance.

9 Moreover, if adopted in any form, a 100% benchmark relating to CSR returns is  
10 not reasonable. The vast majority of the CSR information requested by Socket is for  
11 large businesses with multiple locations or addresses. The records must be obtained from  
12 several different systems, and then interpreted prior to it being sent to Socket. This  
13 requires CenturyTel to access multiple screens and sources to obtain a complete customer  
14 service record, an extremely time-consuming process. There are any number of potential  
15 failures that could result in an erroneous, but good-faith rejection that results in no harm  
16 to Socket. There is nothing that Socket can present that would suggest that a small  
17 number of erroneous rejections could result in harm.

18 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
19 **REQUEST?**

20 **A.** This PM is not necessary. As we discuss above, Socket can demonstrate no historical  
21 breaches or harm that would justify the imposition of this kind of burden. CenturyTel is  
22 only willing to implement this measurement if a need ever arises.

1           At the same time, CenturyTel has offered a PM that measures the same  
2 performance, but more fairly. CenturyTel is proposing that we will erroneously reject no  
3 more than 10% of Socket's CSR requests in a month. In addition, we have clarified when  
4 an order is in fact rejected in error, resulting in an "erroneously rejected request."

5           Finally, CenturyTel's proposed definitions and calculations make clear when a  
6 breach of the Benchmark occurs and when it results in the payment of a remedy.

7           **3.     Socket Pre-Ordering/Ordering PM 3.**

8   **Q.     WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

9   A.     Socket has proposed a measurement it calls "Prompt Transmission of Electronically  
10 Requested Customer Service Record."

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

12 A.     This Benchmark is not defined by Socket. Socket is proposing that this measurement be  
13 decided once CenturyTel develops an electronic OSS system.

14 **Q.     WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT**  
15 **APPROPRIATE?**

16 A.     This Benchmark is not necessary. If an electronic OSS is developed for CSRs, and there  
17 is some CenturyTel failure that makes a PM is necessary, it should be agreed to between  
18 the parties at that time. At that time, this blank PM would replace Socket's proposed PM  
19 1 or CenturyTel's offered PM 1.1.

20 **Q.     WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
21 **REQUEST?**

22 A.     CenturyTel is proposing that this PM be eliminated.

23 **Q.     HAS CENTURYTEL PROPOSED A PM TO REPLACE PRE-**  
24 **ORDERING/ORDERING PM 3?**

1 A. Yes, CenturyTel has proposed a new PM 1.3 to measure the Percent Erroneous Orders  
2 submitted by Socket to CenturyTel. We discuss this PM below.

3 **4. Socket Pre-Ordering/Ordering PM 4.**

4 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

5 A. Socket has proposed a measurement it calls "Percent Erroneous Manual Orders Rejected  
6 Within X Business Hours."

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

8 A. Socket proposes that CenturyTel return 95% or more of rejected orders within specified  
9 time frames. Specifically, Socket proposes that manual orders be returned within six (6)  
10 Business Hours of submission if rejected and that orders submitted via an electronic LSR  
11 be returned within one (1) Business Hour of submission, if rejected.

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

14 A. At the outset, any reference to "electronically submitted" LSRs should be eliminated from  
15 the PM, unless Socket is referring to the existing web interface for certain orders. Also,  
16 the PM as written has no requirement for Socket to provide accurate orders. If Socket is  
17 striving for accuracy at least ninety-five percent (95%) of the time, this benchmark and  
18 PM would not even be in issue. Also, Socket's proposed definition for the orders to be  
19 measured includes service orders that are not subject to this Agreement.

20 Importantly, manually-submitted orders cannot be consistently rejected on the  
21 schedule proposed. First, these orders are typically complex, requiring a large amount of  
22 detailed work just to ensure that they are accurate and can be worked.

23 Second, the six-hour, or less than one (1) Business Day, requirement of the PM  
24 does not even enforce a contractual requirement. For instance, Socket's proposed

1 contract language in Section 3.4 of Article VIII, Ordering and Provisioning Unbundled  
2 network elements provides for a twenty-four (24)-hour return of erroneous orders. Again,  
3 the "Business Hours" correlation could easily be used in lieu of a "calendar" day  
4 designation, but a "Business Day" is defined as Monday through Friday, from 8:00 a.m.  
5 to 5:00 p.m. This totals nine (9) "Business Hours," not six (6), in a Business Day.

6 Third, as we explain above, a benchmark of 95% tied to a type of order that  
7 Socket has submitted rarely makes the prospect of failure to meet the benchmark based  
8 upon a single failure in an otherwise perfect month of performance a very real and unfair  
9 prospect.

10 Fourth, the language of the PM, which is designed to guide the amounts of  
11 payments, contains ambiguous terms and indecipherable formulae.

12 Finally, the PM is applicable regardless of the accuracy of Socket's orders. If it  
13 desired to game the system, Socket could multiply its normal workload, which  
14 CenturyTel is equipped to handle, and fill that volume with erroneous orders designed to  
15 bog down the system and cause CenturyTel to miss the Benchmark.

16 In sum, Socket's proposed requirements simply make no business sense.

17 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
18 **REQUEST?**

19 **A.** CenturyTel has offered PM 1.4, which measures the same performance that Socket's  
20 measure proposes to track, but does so in a more appropriate manner.

21 The record will show that CenturyTel treats Socket's orders for UNEs the same as  
22 it treats orders for "equivalent" access services—the same systems, the same intervals.  
23 All orders are treated with the same care.



1 In addition, CenturyTel proposes that this application of this measure, like all  
2 others, be made contingent upon Socket's presentation of at least ninety-five percent  
3 (95%) of its orders without errors. This ensures that gaming is minimized and that  
4 Socket has an incentive to do good work in submitting its orders to CenturyTel.

5 Further, CenturyTel PM 1.4 is stated in terms of either "nine (9) Business Hours"  
6 or "one (1) Business Day." Either of these equivalent time periods matches up with the  
7 contractual obligations of the contract provisions relating to the provisioning of UNEs.

8 At the same time, if Socket presents a sufficient volume of correctly placed  
9 orders, CenturyTel is willing to accept its responsibility to review the orders and reject  
10 only those that are erroneous. However, because substantially increased volumes may  
11 also have a number of complex orders to be reviewed, and because CenturyTel's retail  
12 customers do not experience perfection in the ordering process, CenturyTel proposes that  
13 the Benchmark be ninety percent (90%), rather than one-hundred percent (100%).

14 Finally, CenturyTel's proposed definitions and calculations make clear the when a  
15 breach of the Benchmark occurs and when it results in the payment of a remedy.

16 If any PMs or remedies are required, they should be those that CenturyTel  
17 proposes.

18 **5. Socket Pre-Ordering/Ordering PM 5.**

19 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

20 **A.** Socket has proposed a measurement it calls "Percent of Firm Order Commitments  
21 (FOCs) Returned on Time for LSR and ASR Requests."

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

1 A. Socket proposes that CenturyTel return eighty-five percent (85%) of FOCs of complete  
2 and accurate Access Service Requests ("ASRs") and Local Service Requests ("LSRs")  
3 within twenty-four (24) hours of submission.

4 **Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT**  
5 **APPROPRIATE?**

6 A. First, Socket's defined PM includes services that are not provided according to  
7 this Agreement, specifically, ASRs applicable to tariffed access services.

8 Second, Socket does not take into consideration the need for FOC commitment  
9 criteria for simple services as well as complex services. While an FOC will typically be  
10 provided for simple services within eighteen (18) Business Hours, this requirement is not  
11 achievable for complex orders. In order to provide a meaningful firm order commitment  
12 for complex services such as DS1 or DS3 loops and EELs, CenturyTel must review loop  
13 and plant facilities for availability. This requires substantial time and makes the  
14 provision of an FOC a more-extended process. An FOC for complex orders is typically  
15 returned in four (4) business days, not one (1), and this time cannot realistically be  
16 shortened due to the coordination required to ensure adequate plant facility are available.

17 Before an FOC can be issued, CenturyTel must enter the order into its system;  
18 verify the facilities through its multiple systems, including working with its assignment  
19 group to determine if cable of the proper length and gauge is available; and prepare the  
20 FOC if facilities prove available. CenturyTel has no automated systems for these records,  
21 so every order is handled manually. This process is a parity with the service CenturyTel  
22 obtains to serve its own retail customers.

1 Third, both CenturyTel's retail customers of access services and its customers of  
2 interconnection services, including UNEs, use the same forms, receive the same  
3 provisioning intervals, and are provisioned alike by the same people. Socket's UNE  
4 orders, for instance, are given the same care in ordering and research as all of  
5 CenturyTel's retail end-user customers of functionally equivalent services. This process  
6 is designed to ensure each Socket order is treated the same—in parity with CenturyTel's  
7 retail end-user customers.

8 Fourth, the language of the PM, which is designed to guide the amounts of  
9 payments, is ambiguous and would be difficult to calculate the appropriate payments,  
10 such as the "Standard Daily Payment." This term, and its underlying formula, is an  
11 invitation to on-going disputes between CenturyTel and Socket, because the "standard"  
12 changes every month.

13 Fifth, again, the PM is applicable regardless of the accuracy of Socket's orders. If  
14 it desired to game the system, Socket could multiply its normal workload, which  
15 CenturyTel is equipped to handle, and fill that volume with erroneous orders designed to  
16 bog down the system and cause CenturyTel to miss the Benchmark.

17 Socket's proposed requirements again make no business sense.

18 **Q. ARE THERE ANY PARTICULAR ISSUES THAT ARISE IN THE ASR ARENA?**

19 **A.** The ASR review process is manual—both for CLEC UNE orders and for CenturyTel's  
20 retail end-user access services. This is true both because of the individual and complex  
21 nature of orders that are submitted via ASR and because of the format of CenturyTel's  
22 network records. Specifically, many of the records necessary to verify whether an order is

1 complete or whether facilities exist that could be used to fill it are in paper records and  
2 found in various geographic locations that are appropriate to their everyday use.

3 More specifically, because the ASRs are received via fax or email there is an  
4 initial, manual "scrub" of the ASR by the Access Representative. During this scrub,  
5 several fields on the order, which include billing elements and customer data, are  
6 validated for compliance and completeness. Although the data scrub is performed in  
7 good faith, it is a manual process, and even in good faith, erroneous rejections sometimes  
8 do occur.

9 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
10 **REQUEST?**

11 **A.** CenturyTel has proposed under its PM 1.5 that each month CenturyTel will return more  
12 than eighty-five percent (85%) of FOCs of complete and accurate LSRs and ASRs not  
13 meeting the Excluded Order Criteria within X Business Hours of receipt, but at different  
14 intervals than demanded by Socket. CenturyTel has proposed eighteen (18) Business  
15 Hours for Simple Orders and thirty-six (36) Business Hours for Complex Orders.  
16 CenturyTel has redefined the PM to distinguish between simple and complex orders  
17 requiring a different amount of time to review facilities and provide an FOC and circuit  
18 ID as needed. Again, this standard is in parity with CenturyTel's practices for its retail  
19 end-users' FOCs for similar services. Also, CenturyTel has excluded those services not  
20 covered under this Agreement and certain orders that require additional handling.

21 In addition to providing "parity" timeframes and processes, CenturyTel's PM 1.5  
22 provides definitions and calculations that make it clear when a breach of the Benchmark  
23 occurs and when it results in the payment of a remedy.

1                   6.     **Socket Pre-Ordering/Ordering PM 6.**

2     **Q.     WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

3     A.     Socket has proposed a measurement it calls "ASRs and LSRs Erroneously Rejected "

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

5     A.     Socket is proposing zero (0) erroneously rejected ASRs and LSRs.

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

8     A.     Again, there is no demonstrated need for this benchmark. Socket can show few, if any,  
9             CenturyTel failures to meet its obligations under the existing contract. In the absence of a  
10            significant history of failures, a program of onerous PMs and remedies should not be  
11            imposed.

12           As Article VIII requires, no order is rejected without providing a reason. Again,  
13           as with its PM 2, Socket has not defined exactly what constitutes an "erroneously"  
14           rejected order. Again, without carefully applied parameters to this term, Socket may  
15           claim undue reliance upon a "substantially correct" order that fails to meet industry  
16           standards or the obligations set forth in the contract. Because *no* order is rejected without  
17           a reason, this benchmark potentially will result in additional on-going disputes between  
18           the Parties. It is not designed to lead to better performance.

19           Second, the PM as proposed by Socket includes services not covered by this  
20           Agreement, namely access services.

21           Third, the PM again is applicable regardless of the accuracy of Socket's orders. If  
22           it desired to game the system, Socket could multiply its normal workload, which  
23           CenturyTel is equipped to handle, and fill that volume with erroneous orders designed to  
24           bog down the system and cause CenturyTel to miss the Benchmark.

1 Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S  
2 REQUEST?

3 A. There is no demonstrated reason for this PM, and it should not be adopted. In the interest  
4 of compromise, however, if the need ultimately arises, CenturyTel has offered PM 1.6,  
5 which measures the same performance, but without the administrative problems.  
6 CenturyTel would propose, rather than a one-hundred percent (100%) Benchmark, that it  
7 will erroneously reject no more than ten percent (10%) of Socket's total number of ASRs  
8 or LSRs in a measured month. In addition, we have clarified when an order could be  
9 rejected and defined an erroneously rejected request.

10 Finally, CenturyTel's proposed definitions and calculations make clear the when a  
11 breach of the Benchmark occurs and when it results in the payment of a remedy.

12 7. Socket Pre-Ordering/Ordering PM 7.

13 Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?

14 A. Socket has proposed a measurement it calls "Percentage of Orders where Due Date is  
15 Missed without Socket receiving a jeopardy notice prior to Due Date being missed."

16 Q. WHAT DOES SOCKET PROPOSE FOR THE APPLICABLE BENCHMARK?

17 A. Socket proposes that it receive at least six (6) Business Hours jeopardy notice of a missed  
18 due date at least ninety-seven percent (97%) of the time.

19 In lieu of the ninety-seven percent (97%) standard, CenturyTel may elect to  
20 demonstrate parity as set forth in the PM. This requires CenturyTel to develop systems to  
21 capture this data, to track performance, and to demonstrate to both Socket and the  
22 Missouri Public Service Commission that the measurement is based on parity.

23 Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT  
24 APPROPRIATE?

1 A. First, this PM, like so many others, suffers from Socket's small sample size/low order  
2 volume problem. Under Socket's standard, for every month since it has been a  
3 CenturyTel wholesale customer, a single miss would have caused a breach of the PM  
4 Benchmark (*i.e.*, until Socket reaches more than thirty-three (33) orders per month, a  
5 single miss on an order will fail the standard).

6 This PM's proposed Benchmark, with its six-hour notice time suffers from much  
7 more fundamental flaws. A Business Day is agreed to run between 8:00 a.m. and 5:00  
8 p.m. Under this Benchmark, CenturyTel must report by 11:00 a.m. of the Business Day  
9 that an order will not be filled—even though CenturyTel has another six (6) Business  
10 Hours to complete it. Typically, a technician filling the order will not arrive for an  
11 afternoon appointment for installation until the afternoon. Only then would issues  
12 relating to problems with the customer premises, inside wiring, or even CenturyTel's  
13 network become apparent. The way this PM is proposed, it will result in a failure for any  
14 11:00 a.m. or after order that is not ultimately filled. This is simply an unreasonable and  
15 unrealistic standard.

16 Where, for instance, facility-availability issues could be identified before the  
17 installation was begun, Socket would receive a jeopardy notice well in advance of the six  
18 (6) hours requested. However, there are many instances in which the technician begins  
19 installation, but is forced to jeopardize the order. Installation can be delayed because the  
20 facilities intended to be used were non-functioning or because there is a lack of facilities  
21 at the site; because the premises are inaccessible or are not ready for the services; or  
22 because necessary equipment has not been delivered by the vendor. Each of these  
23 examples would potentially require an order to be jeopardized less than six (6) Business

1 Hours before the end of the Due Date. Ironically, the way the PM is defined; it actually  
2 provides an incentive for the field technicians to jeopardize orders early in the day in  
3 those cases where they believe that they might not meet the due date.

4 Perhaps more importantly, there is no reason for the implementation of this PM.  
5 Most of Socket's orders are "complex" orders requiring coordination and testing.  
6 Socket's technician knows of the success or failure of the installation at the same time as  
7 the CenturyTel technician—whether that time is one (1) hour or eight (8) hours before the  
8 end of the Due Date. The same is true for orders for interconnection services. This is the  
9 same experience that CenturyTel's retail end-user access customers have.

10 In addition, CenturyTel has no system available for tracking the precise status of  
11 every order at every moment of the day or for providing its retail customers with notice of  
12 the completion or failure to complete an order. Socket and CenturyTel's retail end-user  
13 customers are treated the same in terms of notification and therefore, CenturyTel is  
14 providing this service to Socket at parity.

15 CenturyTel has no means available to provide notice—either to Socket or to its  
16 own, retail customers—of the *future* (but *unknown*) failure to meet a due date. This is at  
17 parity.

18 Socket also provides that CenturyTel can demonstrate that its performance is at  
19 "parity," which we have done in my testimony. While CenturyTel may demonstrate  
20 parity on an ongoing basis, this is a wasteful process that can be commanded not by any  
21 real problem in Socket's ability to compete, but out of a failure to meet the notice  
22 standard Socket seeks to impose one time out of 33 in a month—even though there is no



1 similar notice provided to CenturyTel's retail customers. This is not parity, but "super-  
2 parity," and it should not be required.

3 Finally, the language of the PM designed to guide the amounts of payments are  
4 keyed off of ambiguous formulae, and if implemented, should be clarified as CenturyTel  
5 has suggested.

6 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
7 **REQUEST?**

8 A. CenturyTel is not offering a replacement measurement at this time. CenturyTel has  
9 committed to providing Socket a jeopardy notice as soon as possible. This is in complete  
10 parity with services provided to our own retail end-user customers.

11 **8. Socket Pre-Ordering/Ordering PM 8.**

12 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

13 A. Socket has proposed a measurement it calls "Line Loss Notification Returned within One  
14 Day of Work Completion."

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

16 A. Socket is proposing that line-loss notifications be returned within eight (8) Business  
17 Hours of submission.

18 **Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT**  
19 **APPROPRIATE?**

20 A. CenturyTel does not object to the Benchmark, provided it is confirmed to be nine (9)  
21 Business Hours or one (1) Business Day. However, Socket's definition of this PM is not  
22 clear. In fact, the term "Line Loss Notification" is never even defined. In our normal  
23 usage, a "Line Loss Notification" is provided to the original carrier when a customer  
24 chooses to change providers. If CenturyTel receives an order to disconnect or convert a

1       Socket resale line to another carrier, for instance, Socket would be provided notification  
2       of the loss of the customer.

3   **Q.   WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
4   **REQUEST?**

5   A.   CenturyTel has offered PM 1.8, Line Loss Notification Returned within One (1) Business  
6       Day of Work Completion, which measures the same performance that Socket's measure  
7       proposed to track, but defines a Line Loss Notification and further explains the  
8       measurement.

9               Finally, CenturyTel's proposed definitions and calculations that make it clear  
10       when a breach of the Benchmark occurs and when it results in the payment of a remedy.

11       **C.   Socket Provisioning—Retail Circuits PMs**

12   **Q.   WHAT HAS SOCKET PROPOSED?**

13   A.   Socket has proposed five (5) PMs related to "Provisioning – Retail Circuits." As I  
14       discuss below, many of these measures are unreasonable or unlawful as Socket has stated  
15       them. Socket cannot demonstrate that CenturyTel's wholesale performance has been of a  
16       quality that would require the imposition of any PMs, and the Commission should impose  
17       neither PMs nor remedies. However, but if either PMs or remedies are imposed, they  
18       should consist only of those we have proposed. In this case, the Socket's Provisioning –  
19       Retail Circuits PMs are found in Table 1, Moreau Schedule C, and CenturyTel's  
20       responsive PMs are found in Table 2, Moreau Schedule D.

21   **Q.   WHY AREN'T SOCKET'S PROPOSED PROVISIONING – RETAIL CIRCUITS**  
22   **PMS REASONABLE?**

23   A.   CenturyTel is committed to providing Socket with necessary wholesale services or  
24       facilities at parity. In many cases, however, the benchmark Socket proposes would result

1 in a requirement that CenturyTel provision services for Socket at "super-parity,"  
2 exceeding the standards the Missouri Public Service Commission has applied to  
3 CenturyTel's retail end-user services or exceeding the level of service that CenturyTel  
4 provides itself. Second, Socket cannot demonstrate that the service it has received is not  
5 at parity, as we've described it above; accordingly, a PM should not be implemented until  
6 such time as a problem is identified.

7 **1. Socket Provisioning—Retail Circuits PM 1.**

8 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

9 **A.** Socket has proposed a measurement it calls "Due Date Commitments Met."

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

11 **A.** Socket proposes that CenturyTel meet the due date of installation orders for Socket not  
12 more than two point five percent (2.5%) less often than it meets the due date of  
13 installation orders for its own customers. Importantly, Socket adds a presumption that  
14 CenturyTel meets its own due dates ninety percent (90%) of the time.

15 **Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT**  
16 **APPROPRIATE?**

17 **A.** First, the PM and the application of concept of parity must be consistent with the type of  
18 services that Socket is ordering. All of Socket's orders to date have been for complex  
19 services. The appropriate benchmark, therefore, must be aligned to the processing of  
20 CenturyTel's orders for installation of complex services only. CenturyTel's overall Due  
21 Date Commitment Met percentage for such orders is in the \* \_\_\_\_ \* range, not ninety  
22 percent (90%). The default of ninety percent (90%), therefore, is not in parity and would  
23 be super-parity.

1           Second, over the course of its wholesale-provider relationship to Socket,  
2 CenturyTel has provided Socket with a *higher* rate of due dates met, on average, than has  
3 CenturyTel for its customers overall for similar services. Attached hereto as Moreau  
4 Schedule E is a table comparing, month to month, CenturyTel's performance on Switched  
5 and Special Access service orders.

6           Socket, in fact, has seen over ninety percent (90%) of its "Special Access"  
7 equivalents--UNE loops, DS1 and above--installed timely. It has also seen more than  
8 eight-six percent (86%) of its requests for interconnection trunks--analogous to  
9 CenturyTel Switched Access services--provided on time.

10           These percentages show service not just as good as the service that CenturyTel  
11 provides its own retail end-user customers, but show service *better* than parity. Once  
12 again, history shows that there is no need for this measurement at this time.

13           Third, Socket is proposing to calculate all due date intervals from the committed  
14 due date, which is to be based on the Provisioning Intervals set forth in Appendix --  
15 Provisioning Intervals. Not only is Socket proposing that performance of this  
16 measurement be directly tied to an Appendix that contains proposed intervals that exceed  
17 those available to a CenturyTel retail customer for like services by up to three hundred  
18 percent (300%), Socket's Provisioning Intervals are set in stone, providing no allowance  
19 for changes to committed due dates, regardless of the reason. As I explain in my  
20 testimony relating to Socket Pre-Ordering/Ordering PM 5 and PM 7, there are many valid  
21 reasons why a due date would be changed, resulting in a reasonable change in a  
22 provisioning interval. If such a change is made, Socket is notified on the FOC, or the  
23 order is placed in a jeopardy status. However, Socket's proposed measurement does not

1 recognize these situations at all. Under Socket's proposed measurement and remedy  
2 plan, for example, even where a delay results from a lack of available facilities or  
3 equipment and Socket is timely notified, CenturyTel could be penalized.

4 Fourth, as demonstrated above, the low historical or predicted order volumes  
5 make this measurement an "all or nothing" proposition where—based upon Socket's  
6 historically low volumes—even a single failure could cause the Benchmark to be  
7 breached. This is unreasonable.

8 Finally, the language of the PM designed to guide the amounts of payments is  
9 made up of ambiguous formulae and provides, as best we can tell, for excessive penalties  
10 that are in no manner tied to the harm caused Socket, if any. If any of these PMs are  
11 implemented, they should be clarified as CenturyTel has suggested.

12 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
13 **REQUEST?**

14 **A.** CenturyTel has offered PM 2.1, which measures the same performance that Socket's  
15 measure proposes to track, but does so in a more appropriate manner. First, CenturyTel  
16 PM 2.1 modifies the "grace" difference from two point five percent (2.5%) proposed by  
17 Socket to five percent (5%) to provide a more reasonable margin for error. CenturyTel  
18 PM 2.1 also proposes that the "default" be set at parity, which I have demonstrated above  
19 to be 80%, rather than 90%.

20 Although CenturyTel's performance for Socket is demonstrably equal to or better  
21 than that which CenturyTel has provided its own retail customers, the PM should not,  
22 from the beginning, require either perfection or "super-parity." CenturyTel's proposed  
23 changes meet this requirement.

1           Second, CenturyTel's proposed PM is based upon actual missed due dates.  
2           Missed due dates are calculated from the due date described in the FOC provided to  
3           Socket. Adoption of this "start time" would more accurately reflect parity with how  
4           CenturyTel provisions service to its own retail end-user customers.

5           Third, while Socket has agreed to some exclusions, such as their customer delay  
6           or a natural disaster, CenturyTel has proposed to exclude certain additional events, such  
7           as a canceled order or a missed due date due to lack of facilities or incorrect facilities  
8           records, which would reasonably cause the order to be jeopardized and the due date  
9           changed. Each of these events is of a type that a customer might experience with  
10          CenturyTel and the exclusion of a missed due date for that type of reason is completely  
11          reasonable. These exclusions will be experienced at the same relative rates for both  
12          Socket and CenturyTel retail end-user customers and should be incorporated into the  
13          measures as an adjunct to parity.

14          Finally, in addition to providing "parity" timeframes and processes, CenturyTel's  
15          PM 2.1 provides definitions and calculations that make clear when a breach of the  
16          Benchmark occurs and when it results in the payment of a remedy.

17                   **2.     Socket Provisioning—Retail Circuits PM 2.**

18   **Q.     WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

19   A.     Socket has proposed a measurement it calls "Average Delay Days for CenturyTel Caused  
20           Missed Due Dates."

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

22   A.     Socket proposes that once CenturyTel is able to capture the necessary data, the  
23           Benchmark will be defined as the average calendar days from Due Date provided on FOC

1 to the date work is actually completed on CenturyTel caused missed due dates (Avg.  
2 Socket Calendar Days) compared to CenturyTel's own retail performance when  
3 CenturyTel misses a due date for its customers. Socket's measure presumes that  
4 CenturyTel misses zero (0) due dates for its customers until they can demonstrate  
5 otherwise to both Socket and the Staff of the Missouri Public Service Commission.

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

8 A. First, this is an unnecessary PM. Missed Due Dates have already been addressed in PM  
9 1. As proposed by Socket, this PM would result in a penalty after missing a single Due  
10 Date. It would not matter if CenturyTel achieved the benchmark detailed in PM 1 or if  
11 Socket and its customers experienced the same—or even better—service than  
12 CenturyTel's customers, unless CenturyTel wants to undertake the costly process of  
13 bringing a proceeding before the Commission.

14 Second, as explained in the discussion regarding PM 1, above, Socket has in fact  
15 experienced a higher rate of due dates met, on average, than has CenturyTel for its  
16 customers overall for similar services. This proves that Socket has consistently  
17 experienced parity or super-parity service from CenturyTel, and this is an unnecessary  
18 PM.

19 Third, in order to implement this PM, CenturyTel would be required to develop  
20 systems to capture data and track performance by type of service for all Socket orders in  
21 comparison to CenturyTel's like services. Only then could CenturyTel demonstrate to  
22 both Socket and the Staff of the Missouri Public Commission the parity results.

1           Finally, the language of the PM designed to guide the amounts of payments are  
2           keyed off of ambiguous formulae that result in excessive penalties that are in no manner  
3           tied to the harm Socket might have experienced.

4   **Q.   WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
5   **REQUEST?**

6   A.   There is no demonstrated reason for this PM, and it should not be adopted.

7           **3.   Socket Provisioning—Retail Circuits PM 3.**

8   **Q.   WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

9   A.   Socket has proposed a measurement it calls "Percent Trouble Reports Within Thirty (30)  
10       Days of Installation."

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

12   A.   Socket has proposed the count of Trouble Reports per DS0 equivalent reported within  
13       thirty (30) days of service order completion / total number of DS0 equivalents installed  
14       within same calendar day time period be less than six percent (6%), or at Parity.

15   **Q.   WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT**  
16   **APPROPRIATE?**

17   A.   First, this PM, like so many others, suffers from Socket's small sample size/low order  
18       volume problem, as we describe it above. Today, Socket is averaging less than four (4)  
19       new circuit orders per month. Under Socket's standard, for every month since it has been  
20       a CenturyTel wholesale customer, a single miss would have caused a breach of the PM  
21       Benchmark (*i.e.*, until Socket reaches more than seventeen (17) orders per measured  
22       month, even a single trouble ticket within thirty (30) days of installation will fail Socket's  
23       standard).



1           Second, while Socket has included some exclusions, such as subsequent reports,  
2           trouble caused by customer premises equipment, and where Socket refuses to  
3           cooperatively test, Socket does not acknowledge all of the necessary exclusions. Other  
4           exclusions necessary to ensure that this proposed PM would relate to parity service  
5           include accounting for trouble caused due to customer actions, such as problems arising  
6           from defective inside wire; trouble arising from the fault of other providers, such as an  
7           IXC or a competitive access provider; difficulties arising from equipment or facilities that  
8           are otherwise not in CenturyTel's network; trouble reported on the order completion date  
9           or prior to completion in CenturyTel's system; trouble reported by CenturyTel employees  
10          in the course of performing maintenance activities; trouble reported, but not found; or  
11          trouble on xDSL loops longer than 12,000 feet where Socket has not authorized  
12          conditioning.

13           Third, Socket is proposing to track trouble on a per DS0 equivalent basis. This is  
14          inconsistent with the way trouble is tracked and reported within CenturyTel and does not  
15          reflect parity.

16           Finally, the language of the PM designed to guide the amounts of payments are  
17          keyed off of ambiguous formulae, and if implemented, should be clarified as CenturyTel  
18          has suggested.

19   **Q.   WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
20   **REQUEST?**

21   **A.**   Again, it is CenturyTel's position that this PM should not be implemented until Socket  
22          demonstrates that it is not receiving parity treatment and until it reaches a sufficient  
23          volume of orders to avoid the small-sample-size problem described above. However,

1 CenturyTel has offered PM 2.3, which measures the same performance that Socket's  
2 proposes to track, but does so in a more appropriate manner. CenturyTel's proposed  
3 benchmark tracks reports on a per customer basis, which is consistent with the way all  
4 trouble is tracked, and in parity with repeat trouble for like services provided by  
5 CenturyTel to their retail end-user customers. CenturyTel has added the exception  
6 discussed above as well as definitions and calculations that make clear when a breach of  
7 the Benchmark occurs and when it results in the payment of a remedy.

8 **4. Socket Provisioning—Retail Circuits PM 4.**

9 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

10 A. Socket has proposed a measurement it calls "Number Port Using Ten Digit Trigger  
11 (TDT)."

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

13 A. Socket proposes that for TDT – LNP related conversions, CenturyTel will fail to initiate  
14 the 10-digit unconditional trigger by 12:01 a.m. on the due date of the number port less  
15 than three point five percent (3.5%) of the time.

16 **Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT**  
17 **APPROPRIATE?**

18 A. Again, this is an unnecessary PM. First, Socket presently requests a Coordinated Hot Cut  
19 for all ports. This type of port is addressed in the following PM. Second, the times  
20 requested in Socket's benchmark are not consistent with those contained in Article XII,  
21 Number Portability. Article XII requires that the Donor Party set the 10-digit  
22 unconditional trigger by close of business, normally 5:00 p.m. Central time, but no later  
23 than 11:59 p.m. on the day before the scheduled due date. The Donor Party is then

1 required not to remove the 10-digit unconditional trigger on the next business day until no  
2 earlier than 11:59 a.m. after the scheduled due date for the port and replace with a PNP  
3 trigger, unless the Recipient Party requests otherwise. These procedures were put in  
4 place so that each party would have ample time to work together to accomplish the TDT  
5 port. A PM is not necessary until either Party can demonstrate that the agreed upon terms  
6 of Article XII are not being met.

7 Finally, the language of the PM designed to provide the amounts of payments is  
8 keyed off of ambiguous formulae, and if implemented, should be clarified as CenturyTel  
9 has suggested.

10 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
11 **REQUEST?**

12 **A.** CenturyTel is proposing the elimination of this PM. However, if Socket demonstrates  
13 that it is necessary, this PM should be revised to reflect the language in Article XII, and  
14 should apply to both Parties. Ports are an obligation of both CenturyTel and Socket and  
15 the PM should reflect both Parties obligations and performance requirements.

16 **5. Socket Provisioning—Retail Circuits PM 5.**

17 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

18 **A.** Socket has proposed a measurement it calls "Coordinated Hot Cut (CHC)."

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

20 **A.** Socket proposed that the percentage of CHC number portability with loop facilities where  
21 an outage occurs will be less than two percent (2%) of the time. (Count of Outages /  
22 Total CHC).

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

1 A. First, the performance measurement should be limited to a Coordinated Hot Cut process  
2 only where it is contemplated that the customer should experience minimal down time.  
3 Not all orders contemplate a short down time.

4 Second, number portability—LNP—is an obligation applicable to both parties.  
5 Therefore, the PM should apply to both Socket and CenturyTel. The language in Article  
6 XII, Number Portability, requires for a CHC LNP that the Recipient Party contact the  
7 Donor Party to initiate the porting process. Each Party will perform the necessary  
8 technical functions to ensure the port is completed with minimal customer down time,  
9 and that both Parties shall remain on the phone until the porting process is complete.

10 Third, because the port is completed with both parties on the phone, the outage  
11 should only be defined as a premature disconnect for a CHC that occurs when the Donor  
12 begins the cut-over before being contacted by the Recipient.

13 Finally, the language of the PM designed to guide the amounts of payments is  
14 keyed off of ambiguous formulae, and if implemented, should be clarified as CenturyTel  
15 has suggested.

16 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
17 **REQUEST?**

18 A. CenturyTel has offered PM 2.5 which measures the same performance that Socket's  
19 measure proposes to track, but does so in a more appropriate manner. First, CenturyTel  
20 has made the PM reciprocal. This is a process both parties must perform.

21 Second, CenturyTel proposes that the benchmark be changed to reflect the  
22 language the Parties have agreed to in Article XII. This language is reciprocal and is  
23 applicable when the process contemplates minimal customer down time. The CenturyTel

1 proposed benchmark states the Donor will cause an outage of more than four (4) Business  
2 Hours on CHC LNP with loop facilities in not more than five percent (5%) of completed  
3 CHC LNP with loop facilities orders.

4 Third, CenturyTel's proposed PM provides definitions and calculations that make  
5 clear the when a breach of the Benchmark occurs and when it results in the payment of a  
6 remedy.

7 **D. Socket Maintenance PMs.**

8 **Q. DO YOU ADDRESS THE MAINTENANCE-ORIENTED PMS THAT SOCKET**  
9 **HAS PROPOSED?**

10 **A.** No, CenturyTel witness, Ms. Marion Scott, addresses the maintenance-oriented PMs that  
11 Socket has proposed.

12 **E. Socket Interconnection PMs**  
13

14 **Q. WHAT HAS SOCKET PROPOSED?**

15 **A.** Socket has proposed one PMs related to "Interconnection." As I discuss below, many of  
16 these measures are unreasonable or unlawful as Socket has stated them. Socket cannot  
17 demonstrate that CenturyTel's wholesale performance has been of a quality that would  
18 require the imposition of any PMs, and the Commission should impose neither PMs nor  
19 remedies. However, but if either PMs or remedies are imposed, they should consist only  
20 of those CenturyTel has proposed. In this case, Socket's Interconnection PMs are found  
21 in Table 1, Moreau Schedule C, and CenturyTel's are found in Table 4, Moreau Schedule  
22 **D.**

23 **Q. WHY AREN'T SOCKET'S PROPOSED INTERCONNECTION PMS**  
24 **REASONABLE?**

1 A. CenturyTel is committed to providing Socket with necessary wholesale services at parity;  
2 however, the benchmark Socket proposes would result require CenturyTel to provision  
3 services for Socket at "super-parity," exceeding the standard applied to like services and  
4 services provided to itself. Second, Socket cannot demonstrate that the service it has  
5 received is not at parity; according a PM should not be implemented until such time as a  
6 problem is identified. Third, the low volumes, less than one a month, do not warrant  
7 implementation of a PM.

8 1. Socket Interconnection PM 1.  
9

10 Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?

11 A. Socket has proposed a measurement it calls "Interconnection Trunk Orders completed on  
12 Time." In this case, Socket's Interconnection PMs are found in Table 1, Moreau  
13 Schedule C, and CenturyTel's are found in Table 4, Moreau Schedule D.

14 Q. WHAT DOES SOCKET PROPOSE FOR THE APPLICABLE BENCHMARK?

15 A. Socket proposed that the percentage of interconnection orders submitted via ASR by  
16 Socket (or agent of Socket) that are completed on or before Commitment Due Date is not  
17 more than ten percent (10%) below the percent of Feature Group D switched access  
18 orders by all ordering companies completed by CenturyTel on or before the Commitment  
19 Due Date.

20 Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT  
21 APPROPRIATE?

22 A. It should be found that this PM is not even needed for the reasons stated below.

23 First, this PM, like so many others, suffers from Socket's small sample size/low  
24 order volume problem. Over the past year, Socket has averaged 0.83 orders per month,  
25 less than one new interconnection order per month. Under Socket's standard, for every

1 month since it has been a CenturyTel wholesale customer, a single miss would have  
2 caused a breach of the PM Benchmark (*i.e.*, until Socket reaches more than 7 orders, a  
3 single miss would fail the standard proposed by Socket). This measure should not be  
4 adopted, but if it is, it should not become effective before Socket provides a meaningful  
5 and sustained number of orders.

6 Second, historically, CenturyTel has performed not just at parity for Socket, but  
7 CenturyTel has provided Socket with service superior to that which has been provided to  
8 its switched access customers. For the last year, CenturyTel has provided interconnection  
9 trunks to Socket on time at least 90% of the time. By way of comparison, from June  
10 2005 to February 2006, CenturyTel provided its switched access customer's on-time  
11 service an average of \* \_\_\_ \* of the time. Attached hereto as Moreau Schedule E is a table  
12 showing the percentage of orders completed on or before the due date for services  
13 analogous to those provided to Socket. Once again, history shows that there is no need  
14 for this measurement at this time.

15 Third, the measurement process proposed by Socket would require CenturyTel to  
16 provide Socket monthly data calculating a statewide percentage of Feature Group D  
17 switched access orders submitted by all companies in the state of Missouri that were  
18 completed by CenturyTel on or before the Commitment Date. CenturyTel does not  
19 independently track this data, making its collection time consuming, unnecessary, and in  
20 no means representative of the less than one order that Socket may or may not place that  
21 month. In lieu of this monthly data, Socket assumes a default benchmark of 5%, which is  
22 unrelated to CenturyTel's actual historical performance and should be rejected.

1 Fourth, it is unclear what Socket is proposing to use as the "Commitment Due  
2 Date," which is critical to the calculation.

3 Fifth, as demonstrated above, the low historical or predicted order volumes make  
4 this measurement an "all or nothing" proposition where—based upon Socket's  
5 historically low volumes—even a single failure could cause the Benchmark to be  
6 breached. This is unreasonable.

7 Sixth, the proposed remedy is very much out of line with any conceivable  
8 damages that Socket might experience. Orders for interconnection trunks are seldom, if  
9 ever, immediately an issue to an efficient CLEC's performance. That is, a CLEC will  
10 typically order augmentation of its interconnection trunks before its existing trunks are  
11 exhausted, but consistently with forecasts of growth. Accordingly, a CLEC will seldom  
12 experience anything more than minor inconvenience if an interconnection trunk due date  
13 is missed. On the other hand, particularly if an electronic OSS is required—an outcome  
14 that CenturyTel strongly objects to—the nonrecurring charges associated with the  
15 installation of interconnection trunks range will be exorbitant. The potential penalty  
16 under Socket's scheme—a waiver of all NRCs and one month's recurring charges for  
17 each circuit—is extreme.

18 Finally, the language of the PM designed to guide the amounts of payments are  
19 keyed off of ambiguous formulae and provide, as best we can tell, for excessive penalties  
20 that are in no manner tied to the harm caused Socket, if any. If this PMs is implemented,  
21 it should be clarified as CenturyTel has suggested.

22 **F. Socket Additional Measures PMs**

23  
24 **Q. WHAT HAS SOCKET PROPOSED?**



1 A. Socket has proposed two (2) PMs related to "Additional Measures." As I discuss below,  
2 these measures are unreasonable as Socket has stated them. Socket cannot demonstrate  
3 that CenturyTel's wholesale performance has been of a quality that would require the  
4 imposition of any PMs, and the Commission should impose neither PMs nor remedies.  
5 However, if either PMs or remedies are imposed, they should consist only of those  
6 CenturyTel has proposed. In this case, Socket's Interconnection PMs are found in Table  
7 1, Moreau Schedule C, and CenturyTel's are found in Table 5, Moreau Schedule D.

8 **Q. WHY AREN'T SOCKET'S PROPOSED INTERCONNECTION PMS**  
9 **REASONABLE?**

10 A. CenturyTel is committed to providing Socket with necessary wholesale services at parity;  
11 however, the benchmark Socket proposes does not even accurately reflect the services  
12 provided to Socket. Second, Socket cannot demonstrate that the service it has received  
13 warrants a PM; according a PM should not be implemented until such time as a problem  
14 is identified. Third, the services provided under these PMs are primarily controlled by  
15 Socket, not CenturyTel; therefore, do not warrant the implementation of a PM, but should  
16 merely be handled pursuant to the terms of the Agreement.

17 1. Socket Additional Measures PM 1.  
18

19 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

20 A. Socket has proposed a measurement it calls "911 Listings."

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

22 A. Socket proposes that 100% of listings submitted by Socket for inclusion in the 911  
23 database match the information that was submitted by Socket.

24 **Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT**  
25 **APPROPRIATE?**

1 A. First, Socket uses an electronic interface to submit all their 911 customer listings. This  
2 information is directly submitted by Socket for inclusion in the 911 data base.

3 Second, an electronic interface is provided for Socket to retrieve any errors. This  
4 allows Socket the opportunity to correct their errors immediately, or to notify CenturyTel.

5 Third, Socket may request an extract report of all Socket's 911 listings to review  
6 for errors.

7 Fourth, CenturyTel should not be held responsible for services where Socket is in  
8 control of both submitting and reviewing the listings.

9 Finally, the language of the PM designed to guide the amounts of payments are  
10 keyed off of ambiguous formulae and provide, as best we can tell, for excessive penalties  
11 that are in no manner tied to the harm caused Socket, if any. If any of these PMs are  
12 implemented, they should be clarified as CenturyTel has suggested.

13 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
14 **REQUEST?**

15 A. CenturyTel is proposing the elimination of this PM. However, if it is found to be  
16 necessary, CenturyTel has offered PM 5.1, which measures the same performance that  
17 Socket's measure proposed to track, but does so in a more appropriate manner.  
18 CenturyTel's proposed PM accurately reflects the fact that Socket is responsible for  
19 reviewing their own listings; therefore, the proper remedy is that if Socket identifies an  
20 error, CenturyTel will assist, if needed, in correcting the listing within 5 Business days of  
21 notification from Socket.

22 **2. Socket Additional Measures PM 2.**  
23

24 **Q. WHAT IS THE PM THAT SOCKET HAS PROPOSED?**

25 A. Socket has proposed a measurement it calls "Directory Listings – White Pages."

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

2   A.   Socket is proposing that one hundred percent (100%) of the listings submitted by Socket  
3       to CenturyTel are accurately included in the appropriate directory.

4   **Q.   WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT**  
5       **APPROPRIATE?**

6   A.   Socket's proposed PM attempts to measure CenturyTel's performance and apply penalties  
7       for something that Socket is ultimately responsible for. CenturyTel has provided Socket  
8       two options for submitting their customer listings for inclusion in the appropriate  
9       directory. The first option allows Socket to individually send CenturyTel each listing,  
10      which CenturyTel will key into the data base. The second option allows Socket to send  
11      an annual file of their customer listings prior to the close of each directory. In both cases,  
12      CenturyTel will provide Socket a galley for review of their customer listings prior to  
13      publishing the book. The responsibility to review their listings for errors lies with Socket,  
14      just as it is CenturyTel's responsibility to review our customer's listings. If errors are  
15      found, Socket may request a second galley to confirm that errors were corrected.

16   **Q.   WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S**  
17       **REQUEST?**

18   A.   CenturyTel is proposing the elimination of this PM. However, if it is found to be  
19       necessary, CenturyTel has offered PM 5.2, which measures the same performance that  
20       Socket's measure proposed to track, but does so in a more appropriate manner.  
21       CenturyTel's proposed PM accurately reflects the fact that Socket is responsible for  
22       reviewing their own listings; therefore, the proper remedy is that if Socket identifies an  
23       error, CenturyTel will assist, if needed, in correcting the listing within 5 Business days of  
24       notification from Socket.

1           **G.     PMs Applicable to Socket's Performance**

2  
3                   **1.     Pre-Ordering/Ordering PM 1.3 (Applicable to Socket's Performance).**

4  
5   **Q.   WHAT DOES CENTURYTEL PROPOSE FOR THE APPLICABLE**  
6   **BENCHMARK?**

7   A.   CenturyTel is proposing a benchmark requiring that Socket submit no more than five  
8       (5%) of its orders with errors in the measured month.

9   **Q.   WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS**  
10   **APPROPRIATE?**

11   A.   CenturyTel's ability to respond timely to Socket is significantly influenced by receipt of  
12       an accurate and complete order. Reviewing and returning orders for corrections inhibits  
13       CenturyTel's ability to meet the other proposed benchmarks. The assurance of an  
14       accurate and complete order eliminates review time, order rejection, and time needed to  
15       process other orders. Time spent reviewing and rejecting inaccurate or incomplete orders  
16       is time that could have been spent processing another order. The inclusion of this  
17       benchmark directly affects CenturyTel's ability to perform at parity and to meet the  
18       requirements of the proposed Agreement.

19                   **2.     Pre-Ordering/Ordering PM 1.7 (Applicable to Socket's Performance).**

20  
21   **Q.   WHAT IS THE PM THAT CENTURYTEL HAS PROPOSED?**

22   A.   CenturyTel has proposed a measurement it calls "Accurate Ordering Forecasts."

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

25   A.   CenturyTel is proposing a benchmark requiring that Socket submit accurate order  
26       forecasts for Resale, CSR, UNE and UNE Combination orders. The volume of Socket  
27       Resale, CSR, UNE and UNE Combination order requirements in a month is not greater  
28       than 10% above or below the amount forecast by Socket in its most recent quarterly

1 forecast (which shall have been made not later than 30 days prior to the quarter in  
2 question.)

3 **Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS**  
4 **APPROPRIATE?**

5 **A.** In order for CenturyTel to accurately staff to meet the benchmarks and intervals contained  
6 herein, CenturyTel must rely on Socket to provide accurate ordering forecasts.

7 **H. Provisioning Intervals**

8 **Q. THE PROVISIONING INTERVALS ARE INCLUDED AS AN APPENDIX TO**  
9 **SOCKET'S PROPOSED ARTICLE XV. DO YOU PROVIDE TESTIMONY ON**  
10 **THEM?**

11 **A.** No. Ms. Pamela Hankins discusses the impropriety of Socket's proposed Provisioning  
12 Intervals.

13 **V. CONCLUSION**

14 **Q. HOW SHOULD THE ARBITRATOR RULE ON THIS ISSUE?**

15 **A.** The Arbitrator and the Commission should adopt CenturyTel's proposed language on  
16 these issues.

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

18 **A.** Yes, it does.

# Moreau Schedule A

**MAXINE L. MOREAU**  
**PROFESSIONAL EXPERIENCE**

**CenturyTel, Inc. - Monroe, LA**

**9/03 – Present**

*CenturyTel is a leading provider of a full array of communications services primarily to rural areas and small to mid-size cities in 26 states. The company, headquartered in Monroe, Louisiana, is publicly traded on the New York Stock Exchange under the symbol CTL, and is included in the S&P 500 Index.*

**Vice President – Operations**

**01/06 – Present**

- Direct report to President and COO
- Responsible for network operations, provisioning, and repair policies, procedures, and operations.
- Responsible for oversight of trouble resolution, service dispatch, network surveillance center operations, assignment of facilities and tasks, programming, access services and circuit provisioning
- Responsible for operational excellence group
- Responsible for IT business support

**Vice President – Lightcore & Operational Excellence**

**02/05 – 01/06**

- P & L responsibility for Lightcore, a wholly owned subsidiary of CenturyTel, providing wholesale and retail fiber transport services
- Responsible for sales, marketing, sales engineering, finance, billing, IT and provisioning for Lightcore.

**Vice President – Operational Excellence**

**9/03 – Present**

- September 2003 - Hired as executive business lead to take over \$200M+ billing conversion project. Renegotiated vendor agreement, finalized software requirements, developed business readiness and acceptance processes, developed new project plan including new PMO office and implemented project communications plan. Conversion project completed in October of 2004 with over 2.4M customers on the new billing platform.
- December 2003 - assumed responsibilities for Quality Assurance group responsible for improved software quality. Implemented user acceptance testing process in company.
- March 2004 - assumed responsibilities for Operational Excellence Organization responsible for overall project management of key strategic initiatives including DSL Growth Plan, Unified Approach, Work Force Management System, E911, Wireless Deployment, Direct Broadcast Satellite Deployment and Order Quality/Service Delivery. This area focuses on major cross-functional initiatives driving growth, operational efficiencies and overall process improvement.
- April 2004 - assumed responsibilities for executive management of Credit and Collections Call Center group responsible for bad debt and AR

**Ionex Telecommunications, Inc. - Dallas, TX**

**7/02 – 4/03**

*Privately held Competitive Local Exchange Carrier (CLEC) headquartered in Dallas, Texas with annual revenues of \$100M and operations in Texas, Oklahoma, Missouri and Kansas. Ionex was merged with Birch Telecom in March 2003 creating one of the largest CLECs serving the southwestern United States.*

**Chief Sales & Services Officer (on consulting basis)**

**7/02 – 04/03**

- Direct report to CEO
- Retained by Investor Group (AEA, Gilbert Global, Veronis Suhler and Texas Growth Fund) as part of executive management team to turn around operating and financial performance of company and pursue strategic combinations to create a financially stronger regional based CLEC. Responsible for over 450 employees in direct/indirect sales and customer operations. Direct sales consisted of 21 branches, 3 regions, in 4 states. Indirect sales consisted of agent sales, telesales and in-bound sales. Customer operations included customer service and provisioning.

- Launched a comprehensive portfolio of integrated access, data, and T-1 facilities-based products targeting small and medium businesses in 5 months. Expanded sale of high margin facilities-based products and expanded sales agent program.
- Reduced provisioning intervals for UNE-P services by over 75% while increasing throughput of operations. Developed and implemented service delivery processes and procedures for new facility based product portfolio.
- Consolidated multiple customer operations facilities in SD, KS and TX into single customer care center and provisioning centers. Extensive use of Siebel Systems for order flow and customer service.
- Developed sales compensation program to support facilities-based company focus. Implemented sales recognition programs.

#### **Broadwing Communications, Inc. - Austin, TX**

**07/96-07/02**

*A wholly owned subsidiary of Broadwing, Inc. (formerly Cincinnati Bell) as a result of the merger of Cincinnati Bell and IXC Communications in 11/99. Broadwing is a diversified telecommunications services company headquartered in Cincinnati, Ohio and traded on the New York Stock Exchange (BRW). It is an industry leader as the world's first intelligent, all-optical, switched network provider and offers businesses nationwide data, voice and internet solutions on its 18,500 mile optical network. Consolidated revenue for Broadwing, Inc. was \$2.35 billion in 2001 with Broadwing Communications division reporting \$1.19 billion.*

#### **Chief Services Officer**

**11/99 – 7/02**

- Direct report to President and COO
- Responsible for executive management of Customer Care, Ordering & Billing and Provisioning operational groups (annual SG&A budget \$40M) supporting all sales business units (carrier, major accounts, business markets, consumer/small business).
- Assumed P&L responsibility for profitable \$80M Consumer/Small Business Unit.
- Successfully transformed engineering/network focused provisioning organization into customer focused, field driven organization responsible for implementing Industry's First Service Delivery Guarantee for customers. Delivery intervals improved by over 50% for two consecutive years, improved customer on-time delivery and increased throughput year over year.
- Consolidated five customer service centers to reduce operating costs by more than 25% while improving call center performance metrics. Implemented call center IVR/CTI technology (Genesis, Onyx, NICE).
- Reduced overall billing expenses by 30% through contract negotiations, improved vendor management, and billing efficiencies. Improved billing accuracy and timeliness year over year.
- Developed company's overall Customer Satisfaction & Commitment Program to increase customer satisfaction, retention and loyalty. Program included strategy, structure and culture changes with measured ROI for focused areas of the business.

#### **Vice President – Billing Operations (IXC Communications, Inc.)**

**01/99-11/99**

- Responsible for eight billing systems supporting all business units/products of company
- Led team to identify and select company's convergent billing platform (Arbor - Kenan Systems)
- Responsible for conversion of legacy billing environment onto new convergent billing platform.
- Executive responsible for overseeing wind-down of \$70M+ IT out-sourced project with over 100 consultants due to merger with Cincinnati Bell.
- Led merger/integration team responsible for integrating IXC and Cincinnati Bell groups/systems responsible for ordering, billing, provisioning and customer care. Merger was completed and new company launched in 108 days.

#### **Vice President – Customer Care (IXC Communications, Inc.)**

**07/96-01/99**

- Extensive experience in building back-office operational units from start-up to achieving operational excellence during rapid growth environment. Company grew from 250 employees in 1996 to over 2,000 in 1999.



- Built back-office responsible for customer service, billing operations and switch provisioning for IXC Communications, Inc.
- Responsible for call center out-source vendor selection, contract negotiations and ongoing performance management.
- Assumed responsibility for post-sales support account management team handling carrier accounts including AT&T, MCI, WorldCom, Global Crossing and Excel.

### **CenturyTel - Monroe, LA**

**06/83-07/96**

#### **Line of Business Manager - Long Distance Division**

**6/95-7/96**

- Responsible for management of sales, marketing, customer service, network operations groups of long distance subsidiary.
- Successfully developed and implemented business plans to deploy long distance services in 14 states in 6 months.
- Interfaced directly with senior management team on strategic plans for long distance division.

#### **Director - Industry Relations**

**5/89-6/95**

- Responsible for negotiating all contracts with local exchange carriers, IXC's, OSP's, cellular, utility and cable companies.
- Responsible for all compensation and settlement arrangements between CenturyTel and other connecting companies.
- Negotiated all billing and collections contracts with AT&T for 6 years totaling over \$70M.

#### **Senior Regulatory Analyst**

**12/88 - 5/89**

- Provided financial support for tariffing and rate case activities.
- Group responsible for all federal and state regulatory matters for 34 operating telephone companies in 16 states.
- Developed plans for cellular subsidiary to deploy statewide Type II interconnection with Ameritech in Michigan.
- Maintained all company federal radio licenses such as point-to-point microwave and public land mobile.

#### **Various Positions in Management Information Systems (MIS)**

**6/83 - 12/88**

- Managed MIS personnel responsible for carrier access billing to IXC's and the recording, rating, message processing and billing of telecommunications messages.
- Headed Total Quality Assurance Team to ensure accuracy and timeliness of rating and billing processes.
- Extensive project management and application development expertise including analysis, design, coding, testing, training and implementation of systems.

#### **BBA, University of Louisiana at Monroe, 1983, Summa Cum Laude**

#### **SPECIAL AWARDS/INDUSTRY ASSOCIATIONS**

##### **Advisory Board of Director - OSS Com**

1991 Industry Ovations Winner for Customer Service

1990 Austin Business Woman of the Year Semi-Finalist

# Moreau Schedule B

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

CenturyTel/Socket

Page 1 of 14

01/13/06

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

**1.0 INTRODUCTION**

- 1.1** This Appendix sets forth terms and conditions for nondiscriminatory access to Operations Support Systems (OSS) "functions" to support the resale services, interconnection and UNEs provided under this Agreement so that Socket can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing. Although this is a Missouri-specific agreement, CenturyTel's OSS is based upon a multi-state platform. In order to access OSS for transactions in other states, Socket must have OSS terms and conditions in such state.

**2.0 DEFINITIONS**

- 2.1** "ISCC" or "Information Support Call Center" means the call center for Socket to contact regarding issues related to OSS.
- 2.2** "LSC" means the Local Service Center (LSC) or Resale/CLEC Contact Service Center for CenturyTel.
- 2.3** "LOC" means the Local Operations Center (LOC) that operates 24 hours a day, 7 days week that Socket should contact in the event of network outages or network issues.
- 2.4** "Service Bureau Provider (SBP)" - For purposes of this Agreement, Service Bureau Provider (SBP) is a company which has been engaged by a CLEC to act on its behalf for purposes of accessing CenturyTel's OSS interfaces via a dedicated connection over which multiple CLECs' local service transactions are transported.

**3.0 GENERAL CONDITIONS**

- 3.1** Interconnection, Resale and Unbundled Network Elements (UNE) functions, provided under this Agreement will be accessible via electronic interface(s), as described herein. The Parties agree that electronic order processing is more efficient than manual order processing. Once electronic order processing is available, tested, and providing service at Parity, Socket will no longer submit orders manually (and CenturyTel shall not be required to accept and process manual orders) except when the electronic order processing is unavailable for a substantial period of time, or where a given order cannot be processed electronically.

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

CenturyTel/Socket

Page 2 of 14

01/13/06

- 3.2 As discussed herein, electronic interface(s) means a Real Time Electronic Interface (EI) for transferring and receiving orders, FOCs, Order Completions, and other provisioning data and materials (e.g., access to Street Address Guide (SAG) and Telephone Number Assignment Data Base) as well as other functions necessary for Socket to operate at Parity with the retail operations of CenturyTel and its affiliates.**
- 3.3 When Resale Service and UNE functions are not available via an electronic interface for the pre-order, ordering, provisioning, maintenance, and/or repair processes and where CenturyTel has functionally equivalent electronic interfaces that it uses in its own operations, CenturyTel will develop and implement an electronic interface the provides the equivalent functionality at parity. Such interface will be operational for Socket's use within nine months of the effective date of this agreement. Until such time as the electronic interfaces are operational, CenturyTel will provide the same functionality and information via facsimile or e-mail or other interface the Parties may mutually agree upon. In the event Electronic Interfaces are not available, CenturyTel is still obligated to perform at Parity with CenturyTel's own or its affiliates' retail operations and is still bound by the Performance Measures set forth elsewhere in this Agreement. Regarding electronic interfaces to be established or modified, the Parties agree to the following;**
- 3.3.1 CenturyTel shall use OBF Standards and Guidelines in developing such systems.**
- 3.3.2 The Parties shall meet monthly or as otherwise mutually agreed upon to discuss CenturyTel's progress in meeting the requirements of this Article. The purpose of these meetings will be for CenturyTel to provide status updates on its progress in providing the necessary modifications/additions/deletions to its OSS systems, Socket's role in testing the systems, and any changes to the Interconnection Agreement that are identified as the OSS system evolves.**
- 3.3.3 The Staff of the Missouri Public Service Commission may also participate in these meetings.**
- 3.4 Interfaces**
- 3.4.1 When CenturyTel introduces interfaces, in accordance with the Change Management Process, those interfaces will be deemed automatically added to this Article unless CenturyTel believes there are essential terms and conditions unique to the new interface that are not included in this Article. In such case, CenturyTel shall use good faith reasonable efforts to notify Socket and propose such additional terms and conditions in sufficient time that the Parties, negotiating in good faith, may reach agreement on the amendment and have it become effective no later than the date the new interface is made available for use by CLECs.**

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

CenturyTel/Socket

Page 3 of 14

01/13/06

**3.4.2 When CenturyTel retires interfaces in accordance with the Change Management Process, those interfaces will be deemed automatically deleted from this Article.**

**3.5 Proper Use of OSS Interfaces:**

**3.5.1 Socket agrees to utilize CenturyTel interfaces, as described herein, only for the purposes of establishing and maintaining Resale Services, local number portability, interconnection, and UNEs through CenturyTel. In addition, Socket agrees that such use will comply with CenturyTel's Data Connection Security Requirements as identified in Section 9 of this Article. Socket shall be responsible for and indemnifies CenturyTel against any cost, expense, or liability relating to any unauthorized entry or access into, or use or manipulation of CenturyTel's OSS from Socket systems, workstations or terminals or by Socket employees, agents, or any third party gaining access through information and/or facilities obtained from or utilized by Socket and shall pay CenturyTel for any and all damages caused by such unauthorized entry.**

**3.5.2 Within CenturyTel, Socket's access to pre-order functions described in 4.2.2 will only be utilized to view Customer Proprietary Network Information (CPNI) of another carrier's customer where Socket has obtained an authorization for release of CPNI from the customer. Socket will not be required to provide CenturyTel with individual written Letter(s) of Authorization prior to accessing a CPNI information.**

**3.5.2.1 Socket must maintain records of individual customers' authorizations for change in local exchange service and/or release of CPNI, which adhere to all requirements of state and federal law.**

**3.5.2.2 Socket is solely responsible for determining whether proper authorization has been obtained and holds CenturyTel harmless from any loss on account of Socket's failure to obtain proper CPNI consent from a customer.**

**3.6 Audit of Socket Use of OSS**

**In the event CenturyTel has good cause to believe that Socket has used CenturyTel OSS in a way that conflicts with this Agreement or Applicable Law, CenturyTel shall give Socket written notice describing the alleged misuse ("Notice of Misuse"). Socket shall respond in writing to CenturyTel's Notice of Misuse within ten (10) days after receipt of the Notice of Misuse. In the event Socket agrees with CenturyTel's allegation of misuse, Socket shall refrain from the alleged misuse during the term of this Agreement. In the event Socket disagrees with CenturyTel's**

allegation of misuse, either Party may invoke Dispute Resolution pursuant to 3.6.1 below.

- 3.6.1** The Dispute Resolution Process set forth in the General Terms and Conditions shall apply to any disputes which arise under this Article, including disputes related to the alleged improper use of or access to CPNI or any alleged non-compliance with CenturyTel's security guidelines. Except as otherwise set forth in this Article, Socket's liability for improper or unauthorized use of or access to CenturyTel's OSS shall be governed by the General Terms and Conditions of the Agreement.
- 3.6.2** After the time for Socket's response to Notice of Misuse and upon notice and good cause shown, CenturyTel shall have the right to conduct an audit of Socket's use of the CenturyTel OSS. As used in this Section, the term "good cause" means that a reasonable person would consider that an audit of Socket's use of the CenturyTel OSS is justified under the circumstances that exist at the time CenturyTel elects to conduct such an audit. Such audit shall be limited to auditing those aspects of Socket's use of the CenturyTel OSS that relate to CenturyTel's allegation of misuse as set forth in the Notice of Misuse. CenturyTel shall give ten (10) days advance written notice of its intent to audit Socket ("Audit Notice") under this Section, and shall identify the type of information needed for the audit. Such Audit Notice may not precede CenturyTel's Notice of Misuse. Within a reasonable time following the Audit Notice, but no less than fourteen (14) days after the date of the notice (unless otherwise agreed by the Parties), Socket shall provide CenturyTel with access to the requested information in any reasonably requested format, at an appropriate Socket location, unless otherwise agreed to by the Parties. The audit shall be at CenturyTel's expense. All information obtained through such an audit shall be deemed proprietary and/or confidential and subject to confidential treatment without necessity for marking such information confidential. CenturyTel agrees that it shall only use employees or outside parties to conduct the audit who do not have marketing, strategic analysis, competitive assessment or similar responsibilities within CenturyTel, or any affiliate.
- 3.7** CenturyTel shall establish and maintain an Information Services Call Center (ISCC) that provides for technical support function of OSS interfaces. Socket will also provide a single point of contact for technical issues related to Socket's interfaces.
- 3.8** CenturyTel shall provide support for the interfaces described in this Article. Each Party shall also provide to the other Party telephone numbers for resolution of problems in connection with pre-ordering, ordering, provisioning and maintenance of the services. Each phone number will be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interfaces.

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

CenturyTel/Socket

Page 5 of 14

01/13/06

Each Party shall also provide escalation procedures and contact information in the event escalations are necessary to resolve issues.

**3.9** CenturyTel will provide Socket with access to the interfaces during the hours of operation that CenturyTel's own retail operations are open and retail representatives have access to similarly functioning or analogous systems that are used in CenturyTel's own retail operations. CenturyTel shall identify these hours (with time zone) and include them in CenturyTel Service Guide within 10 days of the effective date of the agreement. These hours of operation will continue to be listed in the CenturyTel Service Guide. CenturyTel shall notify Socket of any changes to these hours at least 14 days in advance.

**3.10** CenturyTel shall list the business days and hours for each call center in the CenturyTel Service Guide. CenturyTel shall notify Socket of any changes to these hours at least 14 days in advance.

**3.11** Minimum hours of operation for each center shall be:

**IS Call Center: 7 days per week, 24 hours per day**

**LSC - Monday through Friday, excluding Holidays,  
8:00 AM to 5:00 PM (in each applicable timezone)**

**LOC - Maintenance and Repair: 7 days per week, 24 hours per day**

**LOC - Provisioning: Monday through Friday, excluding Holidays, 8:00 AM  
to 5:00 PM (in each applicable timezone)**

**3.12** CenturyTel shall ensure adequate staffing in its service centers during these minimum hours.

**4.0 PREORDER INTERFACES & FUNCTIONALITY**

**4.1** CenturyTel will provide real time access to pre-order functions to support Socket ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. The following lists represent minimum pre-order functions that must be available to Socket so that Socket order requests may be created to comply with CenturyTel ordering requirements.

**4.2** Pre-Ordering functions for Resale Services and UNEs include:

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

CenturyTel/Socket

Page 6 of 14

01/13/06

**4.2.1 Feature/Service Availability:**

**4.2.1.1 Feature Inquiry** provides feature and service availability by WTN or WTN(s), NPA/NXX, and CLLI Code (as applicable).

**4.2.1.2 PIC/LPIC Inquiry** provides Primary Interexchange Carrier (PIC) options for IntraLATA toll and interLATA toll.

**4.2.2 Customer Service Information Inquiry:**

Access to CenturyTel retail or resold CPNI and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity. Socket agrees that Socket's representatives will not access the information specified in this subsection until after it obtains authorization for release of CPNI.

**4.2.3 Telephone Number Inquiry:** provides a Telephone Number Reservation Inquiry and a Cancel Reservation function.

**4.2.4 Scheduling Inquiry/Availability**

**4.2.4.1 Due Date Inquiry** provides next available dates for the customer (where available).

**4.2.4.2 Dispatch Inquiry** provides information to indicate whether dispatch is required.

**4.2.5 Address Validation Inquiry:** provides address validation function.

**4.3 The following are Pre-Order functions specific to UNEs:**

**4.3.1 Loop Pre-Qualification and Loop Qualification Inquiry:** provides pre-order loop qualification information specific to UNE loops.

**4.3.2 Common Language Location Indicator (CLLI) Inquiry:** provides CLLI code inquiry function.

**4.3.3 Connecting Facility Assignment (CFA) Inquiry:** provides a CFA inquiry function.

**4.3.4 Network Channel/Network Channel Interface (NC/NCI) Inquiry:** provides a NC/NCI inquiry function.

**4.4 Electronic Access to Pre-Order Functions**



**4.4.1 Resale and Section UNEs Pre-order Interface Availability**

**4.4.1.1** CenturyTel will develop a pre-order GUI interface that will provide the pre-ordering functions listed in section 4.2 and 4.3 in accordance with the requirements set forth in Section 3.3.

**4.5 Other Pre-order Function Availability**

**4.5.1** Until pre-ordering functions are available electronically, Socket will manually request and CenturyTel will provide this information from CenturyTel via facsimile or e-mail or other means that the Parties may mutually agree upon. Where manually requested, CenturyTel shall provide this information within 24 hours of the request being submitted by Socket.

**4.5.1.1** CenturyTel recognizes that its current process for responding to requested Customer Service Records (CSR) is not adequate. Within 30 days of the effective date of this agreement, CenturyTel shall modify its systems used to providing CSR information to Socket so that all information on the CSR can be provided to Socket.

**4.5.2** Data Validation Files are available for the purpose of providing requesting CLECs with an alternate method of acquiring pre-ordering information that is considered relatively static. Upon request, CenturyTel will provide Socket with any of the following Data Validation Files via CD-ROM, or in downloadable format.

**Data Validation Files:**

**SAG (Street Address Guide)**

**Feature/Service Availability by Switch**

**Directory Names**

**Class of Service Codes**

**USOC (Universal Service Order Codes)**

**Community Names**

**Yellow Page Headings**

**PIC/LPIC (InterLATA/IntraLATA)**

**5.0 ORDERING/PROVISIONING**

**5.1** CenturyTel currently provides access to some ordering functions to support Socket provisioning of Resale services and UNEs via one or more electronic interfaces. At a minimum, CenturyTel will maintain such functionality and make additions as specified in this Article. Any additions or modifications to CenturyTel's Ordering and Provisioning OSS functionality shall be done in accordance with the provisions

of this section 5.0 and the Change Management provisions in Article III of this Agreement.

- 5.2 CenturyTel shall expand the ordering capabilities of the system to permit Socket to place orders for all UNEs and combinations of UNEs set forth in Article VII – UNEs.
- 5.3 To order Resale services and UNEs (including Combinations and Commingled UNEs), Socket will format the service request to identify what features, services, or elements it wishes CenturyTel to provision in accordance with applicable CenturyTel ordering requirements.
- 5.4 When Socket places an electronic order using CenturyTel'S electronic ordering system or the ASR-based ordering system, CenturyTel will provide Socket with an electronic confirmation notice (also known as a firm order confirmation ("FOC")) within 24 hours. Upon completion of an LSR or ASR, CenturyTel will provide Socket with an electronic completion notice that follows industry-standard formats and states when that order was completed (also known as a service order completion ("SOC")). In addition, CenturyTel will provide a loss notification and a post-to-bill notification.
  - 5.4.1 Post-to-Bill Notification is sent to Socket for each complete LSR/PON after all service orders associated with the request post-to-billing. The time frame between an order posting to bill and the Socket notification would be a minimum of two days.
  - 5.4.2 CenturyTel shall provide electronic access to order status and Provisioning Order Status on such orders. This will allow Socket to check service order status.
  - 5.4.3 CenturyTel shall modify its current ordering system to permit Socket to retrieve previously submitted orders with previously populated fields still populated with data input by Socket. The purpose of this requirement is to permit Socket to edit or supplement orders without having to populate a completely new order form.
- 5.5 The starting time for calculating provisioning intervals begins at the time Socket submits a complete and accurate LSR or ASR.
- 5.6 Within 24 hours of Socket submitting an order, CenturyTel shall review the order in order to identify any errors on the order. If CenturyTel finds errors on an order submitted by Socket, CenturyTel shall identify all errors and refer them back to Socket on a single response. Socket will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental order.

**6.0 MAINTENANCE/REPAIR**

- 6.1** CenturyTel shall develop a GUI interface that will permit Socket to report trouble tickets necessitating maintenance or repair and to check the status of trouble reports for Resale services, UNEs and interconnection facilities and trunks in accordance with the requirements set forth in Section 3.3. At a minimum, such system shall permit Socket to have access to such perform such functions as Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report.

**7.0 BILLING MEDIA AND INTERFACES**

- 7.1** CenturyTel will accurately bill Socket for Resale services and UNEs. CenturyTel will send associated billing information to Socket as necessary to allow Socket to perform billing functions. At a minimum, CenturyTel will provide Socket billing information in a paper format or electronically as selected by Socket.
- 7.2** Electronic access to billing information for Resale services will also be available via the following interfaces:
- 7.2.1** Socket may elect to receive an electronic bill format.
- 7.2.2** For Resale Services, Socket may also view billing information via a real time interface.
- 7.2.3** Socket may receive electronically a Daily Usage Extract. On a daily basis, this feed provides information on the usage billed to its accounts for Resale services in the industry standardized EMI format.
- 7.2.4** CenturyTel will provide Loss Notifications. This notification alerts Socket that a change requested by another telecommunications provider has been completed and, as a result, the Local Service Provider associated with a given telephone number has been changed.
- 7.3** Electronic access to billing information for UNEs will also be available via the following interfaces:
- 7.3.1** CenturyTel will make available to Socket a local Bill Data Tape to receive data in an electronic format from its CABS database. The local Bill Data Tape contains the same information that would appear on Socket's paper bill.

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

CenturyTel/Socket

Page 10 of 14

01/13/06

**8.0 REMOTE ACCESS FACILITY**

- 8.1 OSS applications that are accessible through the Internet will utilize secured remote access.**
- 8.2 Connections via the public Internet require Socket to connect to an ISP of their choice and use one of the HTTPS URLs associated with access to CenturyTel's OSS via the public Internet.**
- 8.3 Socket shall use TCP/IP to access CenturyTel OSS. In addition, Socket shall have one valid Internet Protocol (IP) network address.**

**9.0 DATA CONNECTION SECURITY REQUIREMENTS**

**9.1 Joint Security Requirements**

- 9.1.1 Both Parties will maintain accurate and auditable records that monitor user authentication and machine integrity and confidentiality (e.g., password assignment and aging, chronological logs configured, system accounting data, etc.).**
- 9.1.2 Both Parties shall maintain accurate and complete records detailing the individual data connections and systems to which they have granted the other Party access or interface privileges. These records will include, but are not limited to, user ID assignment, user request records. These records should be kept until the termination of this Agreement or the termination of the requested access by the identified individual. Either Party may initiate a compliance review of the connection records to verify that only the agreed to connections are in place and that the connection records are accurate.**
- 9.1.3 Socket shall promptly notify the ISCC when an employee user ID is no longer valid (e.g. employee termination or movement to another department).**
- 9.1.4 Both Parties shall use an industry standard virus detection software program at all times. The Parties shall immediately advise each other by telephone upon actual knowledge that a virus or other malicious code has been transmitted to the other Party.**
- 9.1.5 All physical access to equipment and services required to transmit data will be in secured locations.**
- 9.1.6 Both Parties shall maintain accurate and complete records on the card access system or lock and key administration to the rooms housing the equipment utilized to make**

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

CenturyTel/Socket

Page 11 of 14

01/13/06

the connection(s) to the other Party's network. These records will include management of card or key issue, activation or distribution and deactivation.

**9.2 Information Security Policies And Guidelines For Access To Computers, Networks and Information By Non-Employee Personnel**

**9.2.1** Information security policies and guidelines are designed to protect the integrity, confidentiality and availability of computer, networks and information resources. Sections 9.5 - 9.9 summarize the general policies and principles for individuals who are not employees of the Party that provides the computer, network or information, but have authorized access to that Party's systems, networks or information. Questions should be referred to Socket or CenturyTel, respectively, as the providers of the computer, network or information in question.

**9.2.2** It is each Party's responsibility to notify its employees, contractors and vendors who will have access to the other Party's network, on the proper security responsibilities identified within this Article. Adherence to these policies is a requirement for continued access to the other Party's systems, networks or information. Exceptions to the policies must be requested in writing and approved by the other Party's information security organization.

**9.3 General Policies**

**9.3.1** Each Party shall utilize OSS resources for approved business purposes only.

**9.3.2** Individuals will only be given access to resources that they are authorized to receive and which they need to perform their job duties. Users must not attempt to access resources for which they are not authorized.

**9.3.3** Authorized users must not develop, copy or use any program or code that circumvents or bypasses system security or privilege mechanism or distorts accountability or audit mechanisms.

**9.3.4** Actual or suspected unauthorized access events must be reported immediately to each Party's security organization or to an alternate contact identified by that Party. Each Party shall provide its respective security contact information to the other.

**9.4 User Identification**

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

CenturyTel/Socket

Page 12 of 14

01/13/06

**9.4.1 Access to each Party's corporate resources will be based on identifying and authenticating individual users in order to maintain clear and personal accountability for each user's actions.**

**9.4.2 User identification shall be accomplished by the assignment of a unique, permanent user ID, and each user ID shall have an associated identification number for security purposes.**

**9.4.3 User IDs will be revalidated by each Party on a regular basis.**

**9.5 User Authentication**

**9.5.1 Users will usually be authenticated by use of a password. Strong authentication methods (e.g. one-time passwords, digital signatures, etc.) may be required in the future.**

**9.5.2 Passwords must not be stored in script files.**

**9.5.3 Passwords must be entered by the user.**

**9.5.4 Passwords must be at least 6-8 characters in length, not blank or a repeat of the user ID; contain at least one letter, and at least one number or special character must be in a position other than the first or last one. This format will ensure that the password is hard to guess. Most systems are capable of being configured to automatically enforce these requirements. Where a system does not mechanically require this format, the users must manually follow the format.**

**9.5.5 Systems will require users to change their passwords regularly.**

**9.5.6 Systems are to be configured to prevent users from reusing the same password for 6 changes/months.**

**9.5.7 Personal passwords must not be shared.**

**9.6 Access and Session Control**

**9.6.1 Terminals or other input devices must not be left unattended while they may be used for system access. Upon completion of each work session, terminals or workstations must be properly logged off.**

**9.7 User Authorization**

- 9.7.1 On the destination system, users are granted access to specific resources (e.g. databases, files, transactions, etc.). These permissions will usually be defined for an individual user (or user group) when a user ID is approved for access to the system.

**9.8 Software and Data Integrity**

- 9.8.1 Each Party shall use a comparable degree of care to protect the other Party's software and data from unauthorized access, additions, changes and deletions as it uses to protect its own similar software and data. This may be accomplished by physical security at the work location and by access control software on the workstation.
- 9.8.2 Untrusted software or data shall be scanned for viruses before use on a Party's corporate facilities that can be accessed through the direct connection or dial up access to OSS interfaces.
- 9.8.3 Proprietary software or information (whether electronic or paper) of a Party shall not be given by the other Party to unauthorized individuals. When it is no longer needed, each Party's proprietary software or information shall be returned by the other Party or disposed of securely. Paper copies shall be shredded. Electronic copies shall be overwritten or degaussed.

**9.9 Monitoring and Audit**

- 9.9.1 To deter unauthorized access events, a warning or no trespassing message will be displayed at the point of initial entry (i.e., network entry or applications with direct entry points). Each Party should have several approved versions of this message. Users should expect to see a warning message similar to this one:

*"This is a (CenturyTel or Socket) system restricted to Company official business and subject to being monitored at any time. Anyone using this system expressly consents to such monitoring and to any evidence of unauthorized access, use, or modification being used for criminal prosecution."*

**10. OPERATIONAL READINESS TEST (ORT) FOR OSS INTERFACES**

- 10.1 Prior to live access to OSS interface functionality, the Parties must conduct Operational Readiness Testing (ORT). CenturyTel will participate with Socket in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than three (3)

**ARTICLE XIII: ACCESS TO OPERATIONS SUPPORT SYSTEMS (OSS)**

CenturyTel/Socket

Page 14 of 14

01/13/06

months and will be completed no later than nine (9) months after the Effective Date of the Agreement.

- 10.2** Prior to introduction of new applications or interfaces, or modifications of the same, upon the request of either Party, the Parties shall conduct cooperative testing pursuant to a mutually agreed test plan.

**11. OSS TRAINING DOCUMENTATION**

- 11.1** Prior to initial live system usage, CenturyTel will provide complete documentation and user manuals that set forth the methods and procedures Socket must use in order to utilize the interfaces provided under this Article.

- 11.2** Socket agrees that all documentation and manuals can be duplicated only for internal use for the purpose of training employees to utilize the capabilities of CenturyTel's OSS in accordance with this Article and shall be deemed "Proprietary Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

**12. OSS CHARGES FOR SYSTEM ACCESS AND CONNECTIVITY**

- 12.1** This Agreement does not include flat rate charges for OSS system access and connectivity. CenturyTel is not waiving its right to recover its OSS costs during the term of this Agreement and nothing herein shall preclude CenturyTel from proposing new rates and charges for OSS cost recovery during the term of this Agreement. Provided, however, CenturyTel may not impose such new rates or charges unless the Parties amend this Agreement pursuant to the General Terms and Conditions. New rates or charges as provided herein, if any, shall be on a going forward basis only and applied in a competitively neutral manner.



# Moreau Schedule C

## **ARTICLE XV: PERFORMANCE MEASURES AND PROVISIONING INTERVALS**

### **1.0 SERVICE QUALITY**

- 1.1** The Parties recognize that this Agreement will establish new business processes. The Parties expect that experience will show whether new measurements are needed or whether existing measurements are not needed. Either Party, therefore, may request the addition, deletion or modification of the measures set forth in this Article. The Parties shall work together to resolve such issues promptly and they expect that resolution of such issues shall take into account and reflect industry solutions and experience in addressing similar issues. In the event that the Parties cannot agree on such addition, deletion or modification, then the Party seeking the addition, deletion or modification may initiate the Dispute Resolution provisions of this Agreement.
- 1.2** Performance Measures - CenturyTel will provide the services set forth in this Agreement in accordance with Performance Measurements (PM) and other measurements of quality set forth in Appendix - Performance Measures and elsewhere in the Agreement.
- 1.3** Provisioning Intervals - CenturyTel shall adhere to the Provisioning Intervals set forth in Appendix - Provisioning Intervals.
  - 1.3.1** These Provisioning Intervals are to be measured in Business Days.
  - 1.3.2** Unless specifically stated in the individual PM, the Intervals begin at the start of the Business Day following the day the order or request was submitted by Socket, for purposes of calculating compliance with the Provisioning Interval.
  - 1.3.3** These intervals are all inconclusive. There is no additional time allotted for tasks not specifically included in the Provisioning Interval (ie. CenturyTel is not allowed an additional two-days to re-type an order unless the Provisioning Interval specifically permits additional times).

### **2.0 IMPLEMENTATION TEAM**

- 2.1** The Parties understand that the arrangements and provision of services, network elements and ancillary functions described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties'

provision of Telecommunications Services to their respective Customers. Accordingly, the Parties agree to form a team (the "Implementation Team"), which shall develop and identify any additional processes, guidelines, specifications, standards, terms and conditions necessary for the provision of the services, network elements and ancillary functions, and for the specific implementation of each Party's obligations. Within five (5) days after the Effective Date, each Party shall designate, in writing, not more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives on the Implementation Team by delivering written notice thereof to the other Party.

2.2 Except as otherwise agreed upon by the Parties, on a mutually agreed upon day and time once a month during the Term of this Agreement, the Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly session the Parties will discuss: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services, network elements and ancillary functions provided under this Agreement; (iii) the Parties' compliance with the Performance Measures set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties, through their representatives on the Implementation Team or such other appropriate representatives, will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

3.0 IF CENTURYTEL FAILS TO MEET THE METRICS SET FORTH IN APPENDIX - PERFORMANCE MEASURES, CENTURYTEL SHALL IMPLEMENT A GAP CLOSURE PLAN TO IMPROVE PERFORMANCE. THE INTENT OF A GAP CLOSURE PLAN IS TO IDENTIFY AND EXPEDITIOUSLY IMPLEMENT THOSE ACTIONS NECESSARY TO CLOSE PERFORMANCE GAPS TO THE ACCEPTABLE LEVELS OF PERFORMANCE ESTABLISHED BY THE PARTIES UNDER THIS AGREEMENT AND THIS ARTICLE. THE PARTIES ANTICIPATE GAP CLOSURE PLANS WILL TYPICALLY BE OF SIX TO NINE MONTH'S DURATION. CENTURYTEL WILL COMPLETE THE GAP CLOSURE PLAN WITHIN 15 BUSINESS DAYS OF NOTICE FROM SOCKET THAT CENTURYTEL'S PERFORMANCE REQUIRES A GAP CLOSURE PLAN.

Article XV: PERFORMANCE MEASURES  
AND PROVISIONING INTERVALS

CenturyTel/Socket

Page 3 of 28

01/13/06

- 3.1 The Gap Closure Plan will include:**
  - 3.1.1 evaluation of the opportunity for continuous improvement, systems enhancements and re-engineering,**
  - 3.1.2 forecasted improvement to the desired performance level for each issue or initiative,**
  - 3.1.3 evaluation of pertinent change in period results,**
  - 3.1.4 a date for compliance with the PM(s) set forth in this Article, and**
  - 3.1.5 an agreed upon date for meeting the PM(s).**
- 3.2 Once CenturyTel completes the Gap Closure Plan and provides this plan to Socket, the Parties shall meet within five business days to mutually approve the plan. In total, the mutually agreed Gap Closure Plan will be completed within 20 business days from when Socket notified CenturyTel that such a plan is required. In the event the parties are unable to reach agreement on the Gap Closure Plan, either Party may request that the Staff of the Missouri Public Service Commission participate in informal mediation or make invoke the Dispute Resolution provisions of this Agreement.**
- 3.3 The Gap Closure Plans will be reviewed monthly, or more frequently as updated data and analysis are available.**
- 3.4 The specific measurements that apply to this Agreement are described in Appendix – Performance Measures.**
- 4.0 PERFORMANCE INCENTIVES**
  - 4.1 If CenturyTel fails to meet an applicable PM for three Contract Months in a six-month period CenturyTel must thereafter submit to Socket a Gap Closure Plan consistent with the requirements set forth in Section 3 above.**
  - 4.2 If CenturyTel fails within the prescribed time period to submit a Gap Closure Plan to Socket, Socket shall receive a payment of Five Thousand Dollars (\$5,000). Said payment shall be made within five (5) days of Socket demand.**
  - 4.3 When CenturyTel and Socket finalize a Gap Closure Pan, CenturyTel will commence implementation of that plan immediately. If CenturyTel fails to meet its commitments under the Gap Closure Plan, Socket shall receive a payment, as**

Article XV: PERFORMANCE MEASURES  
AND PROVISIONING INTERVALS

CenturyTel/Socket

Page 4 of 28

01/13/06

appropriate, in the sum of up to Fifteen Thousand (\$15,000) payable on demand within five (5) days, as set forth below.

- 4.3.1 Payment of Five Thousand Dollars (\$5,000) for failure to implement the process improvements outlined in the plan. The parties may, upon mutual agreement, modify the process improvement in the plan during the life of the plan.
- 4.3.2 Payment of Five Thousand Dollars (\$5,000) for failure to achieve performance improvements by the completion date of the approved Gap Closure Plan.
- 4.3.3 Payment of Five Thousand Dollars (\$5,000) for failure to complete the Gap Closure Plan on Schedule.
- 4.4 The purpose of the payments described above or set forth in Appendix – Performance Measures are to serve as an incentive for CenturyTel to achieve appropriate performance and to provide liquidated damages, actual damages being difficult to ascertain. They are not a substitute for either Party's right to institute dispute resolution processes set forth elsewhere in this Agreement. Moreover, these payments are in addition to any payments associated with remedies indicated in Appendix – Performance Measures.

**APPENDIX – PERFORMANCE MEASURES**

1. **Table 1 below lists the Performance Measures (PM) for each of the pre-ordering/ordering, provisioning, maintenance and repair, interconnection and additional measures. Column 1 lists the PM Number, Column 2 identifies the PM Name, Column 3 sets forth an explanation of the PM including the Benchmark, Definitions and Rules, and Exclusions. Column 4 sets forth the remedy to be paid by CenturyTel to Socket in the event CenturyTel fails to meet the Benchmark in a particular Contract Month. Column 5 identifies which party is obligated to calculate CenturyTel's performance under each PM.**
2. **The Remedy shall be based upon the Standard Payment and Standard Daily Payment as defined in Section 2.1 and 2.2. In some instances the Remedy shall also include the non-recurring charges (where applicable) assessed by CenturyTel for the particular element or service not meeting the Benchmark.**
  - 2.1 **Standard Payment shall be one month's flat rate average recurring charge. This shall be calculated by dividing the total monthly recurring charges billed by CenturyTel to Socket in a contract month by the number of UNEs, UNE Combinations and Resold Services that are included on the bill for which there is a flat, monthly rate.**
  - 2.2 **The Standard Daily Payment shall be Standard Payment divided by 30.**

Article XV: PERFORMANCE MEASURES  
AND PROVISIONING INTERVALS

CenturyTel/Socket

Page 6 of 28

01/13/06

**Table 1-- Performance Measures**

**Initial Performance Measurements.**

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
<b>Pre-Ordering/Ordering</b>				
1	Prompt Transmission of Manually Requested Customer Service Record (CSR) – Retail	<p>Manually requested CSRs (requested via telephone, fax, or e-mail) – 100% of CSRs sent to Socket are returned within 4 Business Hours following submission of request by Socket</p> <p><u><b>Benchmark</b></u> 100% of CSRs sent to Socket within 4 Business Hours following submission of request by Socket.</p> <p><u><b>Definitions and Rules</b></u> CTEL CLEC Service Center's normal hours of operation are Monday – Friday, 8:00am to 5:00 pm excluding holidays. Start Date/Time is the date and time that Socket manually requests a CSR or if Start Time is outside of normal business hours, the Start Date/Time is set to 8:00am on the next business day. End Date/Time is the date and time that Socket receives the CSR.</p>	<p>Remedy 1 - For each CSR Request not Returned within 4 Business Hours, CenturyTel pays Socket the equivalent Service Order Charge.</p> <p>Remedy 2 – For each 8 Business Hour period that request for a CSR is not returned beyond the first 8 Business Hour period, CTEL pays Socket the Standard Daily Payment.</p>	Socket

Article XV: PERFORMANCE MEASURES  
AND PROVISIONING INTERVALS

CenturyTel/Socket

Page 7 of 28

01/13/06

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<p>Percent of CSRs returned to Socket within 4 Business Hours from submission of a request for a CSR from Socket.</p> <p>For purposes of Remedy #2, each 8 Business Hour Period is calculated in 8 business hour increments. For example a CSR returned in 17 business hours shall be calculated as taking three 8 business hour time periods with Remedy #2 penalties assessed on two 8 business hour time periods.</p>		
2	Erroneously Rejected Requests for CSRs	<p>Total number of CSR requests that are erroneously rejected by CenturyTel in Month.</p> <p><u>Benchmark</u> Zero CSR requests erroneously rejected by CenturyTel in Month.</p> <p><u>Rules</u> Valid reasons for rejecting a CSR are instances where the requested CSR does not pertain to a CenturyTel customer. Valid reasons for rejecting a request for a CSR do not include CSR requests that</p>	For each erroneous rejection of a CSR request, CenturyTel pays Socket the Standard Daily Payment	Socket



Article XV: PERFORMANCE MEASURES  
AND PROVISIONING INTERVALS

CenturyTel/Socket

Page 8 of 28

01/13/06

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		are rejected because CenturyTel does not believe Socket has the authority to view Customer Proprietary Network Information.		
3	Prompt Transmission of Electronically Requested Customer Service Record	This measurement will be decided once CTEL develops electronic OSS system.		
4	Percent Manual Orders Rejected within X hours of Order submitted by Socket .	<p>Percentage of Resale, UNE, and Interconnection Orders rejected within a specified time period. The time period is based upon the manner in which the order is submitted.</p> <p>This measurement captures LSRs and ASRs that are Electronically submitted LSRs (submitted via CenturyTel's existing CLEC ordering system). Manually submitted LSRs and ASRs (submitted via fax, or e-mail).</p> <p><b>Benchmark</b> 95% of rejected Orders each month will be returned to Socket before the applicable Interval as set forth below.</p> <p>End Date/Time minus Start</p>	When Benchmark is not met, For each rejected order returned after the applicable interval, CenturyTel shall pay Socket the Standard Daily Payment.	Socket

Article XV: PERFORMANCE MEASURES  
AND PROVISIONING INTERVALS

CenturyTel/Socket

Page 9 of 28

01/13/06

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<p>Date/Time &lt; X  X = 1 business hour for Electronically submitted LSRs  X = 6 business hours for Manually submitted LSRs and ASRs</p> <p><u>Rules and Definitions</u>  CTEL CLEC Service Center's normal hours of operation are Monday – Friday, 8:00am to 5:00 pm excluding holidays.  Start Date/Time is the date and time that Socket submits the order or if Start Time is outside of normal business hours, the Start Date/Time is set to 8:00am on the next business day.  End Date/Time is the date and time that Socket receives the reject notice</p>		
5	Percent of Firm Order Confirmations (FOCs) Returned on Time for LSR and ASR Requests	Percent of FOCs returned to Socket within 24 hours from submission of a complete and accurate Local Service Request or Access Service Request to the return of a Firm Order Confirmation to Socket.	<u>Remedy 1</u> When CenturyTel does not meet the Benchmark in a given month, CTETL will pay Socket the Standard Daily Payment for each FOC not returned	Socket

Article XV: PERFORMANCE MEASURES  
AND PROVISIONING INTERVALS

CenturyTel/Socket

Page 10 of 28

01/13/06

#	Measurement Name	Explanation	Remedy	Party that Calculates Performance Results
		<p><b><u>Benchmark</u></b> For each order submitted by Socket in a month that does not meet the Exclusion criteria below, CenturyTel shall return a FOC within 24 hours &gt; 85%.</p> <p><b><u>Rules</u></b> For purposes of Remedy 1, the initial 24 hour time period is defined as the close of business on business day following receipt of request. For purposes of Remedy 2, each additional 24 hour period is defined as 5:01pm on business day to 5:00pm of the following business day.</p> <p>Start Time for calculating response interval is when Socket submits valid order except for the following -</p> <p>Exclusions: For LSRs - Rejected LSRs, Interconnection Orders, Services ordered out of Access Tariff For ASRs - Rejected ASRs, Access Services purchased from Tariffs</p> <p>End Time is Time that Socket receives FOC.</p>	<p>within 24 hours.</p> <p><b><u>Remedy 2</u></b> -Each additional 24 hour period that an individual FOC is not returned, CTEL pays Socket the Standard Daily Payment per 24 hour period. Like Remedy 1, this only applies when CenturyTel fails to meet the Benchmark .</p>	