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

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)	CASE NO. TO-2006-0299
AND SPECTRA COMMUNICATIONS, LLC)	
PURSUANT TO SECTION 252(b)(1) OF)	
THE TELECOMMUNICATIONS ACT OF)	
1996)	

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

Subscribed and sworn to before this 20ᵗʰ day of March, 2006.

_____
Notary Public

My Commission expires: At Death

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

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

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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 14 15	**Q.**	**DO YOU HAVE ANY OSS-RELATED BACKGROUND THAT WOULD ALLOW YOU TO TESTIFY ABOUT THE PROVISION OF OSS TO SOCKET AND, 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
25

II.
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.

III.
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 it 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 is 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 that 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.

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 8	**Socket Issue:**	**Should the Agreement contain an Article addressing Performance Measures and Provisioning Intervals issues?**
9 10 11	**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?**

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

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 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

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only submits an average of less than *_____*orders a month. Using Socket's current

subscription to *_____* at Socket's proposed rate of *____,* CenturyTel's average

monthly billing to Socket would be less than *_____*. Socket's proposed penalty for this

failure alone would be *____* times the monthly billing amount from CenturyTel. While

this is just one example, Socket has produced nothing to suggest that its proposed Article

XV "performance incentives" or "remedies" for breach of a PM benchmark bear any

relationship at all to any anticipated harm that Socket might realize from the error.

Second, Socket's proposed PMs and benchmarks show no evidence of being

designed to approximate an appropriate level at which CenturyTel should support its

wholesale customer, Socket, nor do its proposed remedies reveal any intent to

approximate any reasonable estimate of the "damages" that Socket might expect to suffer

through any failure on the part of CenturyTel to meet the standard. They are, instead, a

fairly mechanical attempt to impose conditions upon CenturyTel that are comparable to

those placed upon SBC Missouri (now AT&T Missouri). In doing so, Socket fails to

acknowledge the differences between the 13-state, $41 billion revenue AT&T and the

much smaller, more rural, and more spread-out (22-state) CenturyTel. Again, Socket

simply provides no basis for the benchmarks or the remedies it proposes, nor any support

for the proposition that they reasonably reflect an appropriate level of service or any

conceivable harm caused to Socket if CenturyTel is unable to perform at the desired

benchmarks.

Although CenturyTel thinks that it has a strong legal argument against the

imposition of PMs or remedies over its objection, it also thinks that if such a plan is to be

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 5	Q.	**WHAT IS WRONG, IN GENERAL, WITH SOCKET'S RECOMMENDATIONS 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 15	Q.	**IS CENTURYTEL WILLING TO AGREE TO PERFORMANCE 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.   <u>Problems in Definitions and Formulae</u>. 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

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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

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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

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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.

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 that 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
11 **Q. WHAT HAS CENTURYTEL OFFERED IN RESPONSE TO SOCKET'S 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
24 **Q. WHY IS THIS PM, ITS BENCHMARK, OR ITS RULES OR DEFINITIONS NOT 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.

1.   Socket Interconnection PM 1.

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.

G. PMs Applicable to Socket's Performance

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

Q. WHAT DOES CENTURYTEL PROPOSE FOR THE APPLICABLE BENCHMARK?

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

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

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

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

Q. WHAT IS THE PM THAT CENTURYTEL HAS PROPOSED?

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

Q. WHAT DOES CENTURYTEL PROPOSE FOR THE APPLICABLE BENCHMARK?

A. CenturyTel is proposing a benchmark requiring that Socket submit accurate order forecasts for Resale, CSR, UNE and UNE Combination orders. The volume of Socket Resale, CSR, UNE and UNE Combination order requirements in a month is not greater 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.