

Exhibit No.:

Issue(s): Article II (Definitions); Article III (General Provisions); Article VI (Resale); Article VII (UNEs); Article VIII (Ordering & Provisioning); Article XIII (OSS)

Witness: Pam Hankins

Type of Exhibit: Direct Testimony

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

Case No.: TO-2006-0299

Date Testimony Prepared:

March 21, 2006

DIRECT TESTIMONY

OF

PAM HANKINS

ON BEHALF OF

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

Corrected Version: March 24, 2006

CASE NO. TO-2006-0299

NP

TABLE OF CONTENTS

I.	BACKGROUND	1
II.	PURPOSE OF TESTIMONY	3
III.	DISPUTED ISSUES REGARDING THE GENERAL NOTIFICATION PROCESS BETWEEN THE PARTIES [ARTICLE II, ISSUE 2 (Sec. 1.2); ARTICLE III, ISSUE 9 (Sec. 32); and ARTICLE VI, ISSUE 14 (Sec. 6.1)]	5
IV.	ARTICLE III DISPUTED ISSUES.....	11
	ISSUE 2 (Sec. 9.2, Sec. 9.3 and Sec. 9.5): Should Socket’s payment due date on bills be forty-five (45) calendar days or twenty (20) business days from the bill date?	11
	ISSUE 6 (Sec. 54.5): Should CenturyTel be required to provide Socket notification of changes to CenturyTel’s “standard practices” using email followed by registered mail?	16
V.	DISPUTED ISSUES REGARDING THE FORM OF PRE-ORDERING AND ORDERING NOTIFICATIONS USING THE LSR PROCESS [ARTICLE VI, ISSUE 23 (Sections 10.2.2, 10.2.3 & 10.2.4) and ARTICLE VIII, ISSUE 6 (Sec. 4.2)]	18
	ARTICLE VI, ISSUE 23 & ARTICLE VIII, ISSUE 6: Should CenturyTel be required to provide Socket with facsimile or email notification during the pre- ordering and ordering processes applicable to ordering resold services and UNEs?	19
VI.	ARTICLE VII, ISSUE 13B (Sec. 2.18.4): Should Socket be exempt from the applicable charge for the manual handling of a UNE conversion order?	21
VII.	ARTICLE XIII (OSS) DISPUTED ISSUES REGARDING “PARITY” OF CENTURYTEL’S PROVISIONING INTERVALS.....	23
	ARTICLE XIII JOINT ISSUE STATEMENT (OSS): Should the Agreement contain an Article addressing Operations Support Systems issues?	23

1 **DIRECT TESTIMONY OF PAM HANKINS**
2 **ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA**
3 **COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

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

5 A. My name is Pam Hankins. My business address is 100 CenturyTel Drive, Monroe, Louisiana
6 71203.

7 **Q. ON WHOSE BEHALF ARE YOU SUBMITTING DIRECT TESTIMONY?**

8 A. I am submitting direct testimony on behalf of CenturyTel of Missouri, LLC and Spectra
9 Communications Group, LLC, collectively referred to herein as "CenturyTel."

10 **I.**
11 **BACKGROUND**

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

13 A. I am employed by CenturyTel Service Group, LLC as Manager, Corporate Carrier Relations.
14 I obtained this job title in May 2003.

15 **Q. WHAT IS THE RELATIONSHIP BETWEEN CENTURYTEL SERVICE GROUP,**
16 **LLC, CENTURYTEL OF MISSOURI, LLC AND SPECTRA COMMUNICATIONS**
17 **GROUP, LLC?**

18 A. CenturyTel Service Group, LLC, CenturyTel of Missouri, LLC and Spectra Communications
19 Group, LLC are all subsidiaries of CenturyTel, Inc. For simplicity sake, when I refer to
20 CenturyTel, I am referring to CenturyTel of Missouri, LLC and Spectra Communications
21 Group, LLC, jointly, even though they are separate and independent LECs.

1 **Q. IN YOUR CAPACITY AS MANAGER, CORPORATE CARRIER RELATIONS**
2 **WITH CENTURYTEL SERVICE GROUP, WHAT ARE YOUR PRIMARY**
3 **RESPONSIBILITIES?**

4 A. I provide support to all CenturyTel, Inc. telephone company subsidiaries in my capacity as
5 manager in the Carrier Relations department. My job duties include overseeing the
6 implementation of interconnection agreements. In this capacity, I also coordinate
7 development and documentation of implementation processes and procedures. I am also
8 responsible for overseeing collections of past due accounts from carriers, both IXCs and
9 CLECs.

10 **Q. PLEASE SUMMARIZE YOUR EDUCATIONAL AND WORK BACKGROUND,**
11 **INCLUDING YOUR EXPERIENCE IN THE TELECOMMUNICATIONS**
12 **INDUSTRY.**

13 A. I am a licensed CPA, and I have been employed by CenturyTel for over eighteen (18) years,
14 since October 1987. I first worked as an analyst in the Cost Separations Department,
15 performing accounting, plant and traffic analysis, and completing cost separations studies
16 and forecasts. I was in this position about 4 years. Later I was promoted to Supervisor, then
17 Manager of that department. As Supervisor and Manager, I was responsible for supervising
18 the preparation of any financial analysis performed in the department for outside agencies
19 and for internal management, and for coordinating financial report preparation with other
20 departments. I also represented CenturyTel on several industry committees. In July 1996, I
21 moved to CenturyTel's Regulatory Department, where I was manager of Regulatory Finance
22 for seven (7) years. My primary responsibilities included preparing financial analysis for
23 management, as well as financial reports and data request responses for state public service

1 commissions. I also was responsible for coordinating the preparation and filing of several
2 rate cases during my tenure in the Regulatory Department. It was after my seven-year tenure
3 in Regulatory Finance that obtained my current title and job of Manager, Corporate Carrier
4 Relations.

5 **Q. HAVE YOU EVER TESTIFIED BEFORE THIS COMMISSION?**

6 A. No.

7 **Q. HAVE YOU TESTIFIED BEFORE OTHER COMMISSIONS?**

8 A. Yes, I have provided both written and oral testimony in several other jurisdictions concerning
9 various issues. Most recently, I testified last year in proceedings regarding CenturyTel's
10 collections complaints against CLECs in Mississippi and Alabama. While serving as
11 Manager, Regulatory Finance, I testified in several rate case proceedings in Wisconsin and
12 Arkansas. During that time, I also testified before Alabama, New Mexico and South
13 Carolina commissions on behalf of CenturyTel, in certification and name change
14 proceedings.

15 **II.**
16 **PURPOSE OF TESTIMONY**

17 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY AS IT RELATES TO THE**
18 **ISSUES IN THIS CASE?**

19 A. The purpose of my testimony is to address numerous unresolved issues between the parties
20 arising out of their negotiations for an Interconnection Agreement ("Agreement").
21 Specifically, I will address general subject matters or issues that relate to numerous disputed
22 provisions throughout the Agreement. In other instances, I will address disputed contract

1 provisions directly. The subject matter of my testimony will primarily address disputed
2 issues related to notification, and pre-ordering, ordering and provisioning processes under the
3 Agreement. Generally, I will demonstrate that CenturyTel's proposed contract language is
4 the most appropriate language for the issues presented. Socket's proposed language, on the
5 other hand, attempts to unreasonably impose burdensome and costly processes on CenturyTel
6 that are not currently incorporated into CenturyTel's current processes, methods and systems.

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

8 A. In Section III below, I will address the process that should be incorporated into the
9 Agreement whereby CenturyTel provides Socket with notification of information as
10 contemplated by the Agreement. Essentially, the special "Accessible Letters" notification
11 process Socket demands would require CenturyTel to implement a whole new notification
12 process, which does not exist today in CenturyTel's systems, and would be burdensome and
13 costly to implement. While I will be addressing this subject matter generally, I will
14 specifically identify the disputed contract provisions related to the general issue (Article II,
15 Issue 2 (Sec. 1.2); Article III, Issue 9 (Sec. 32); and Article VI, Issue 14 (Sec. 6.1)). I also
16 should point out that Article VI, Issue 14 (Sec. 6.1) is associated with the additional issue of
17 how much advanced notice CenturyTel must provide Socket when CenturyTel changes, adds
18 or discontinues services it offers to its customers. That specific issue will be addressed in the
19 direct testimony of CenturyTel's witness, Arthur Martinez.

20 In Section IV below, I will address certain disputed issues arising out of the parties'
21 negotiations on Article III: General Provisions of the Agreement. These issues pertain

generally to the due date by which Socket is required to pay its bills (Issue 2 (Sec. 9.2, Sec. 9.3, and Sec. 9.5)) and the process for notifying Socket of changes in CenturyTel's standard practices (Issue 6 (Sec. 54.5)).

In Section V below, I will address the disputed issues between the parties relating to the proper form of pre-ordering and ordering notifications using the Local Service Request (LSR) process. This issue applies to disputed terms in: Article VI: Resale, Issue 23 (Sec. 10.2.2, Sec. 10.2.3, and Sec. 10.2.4); and Article VIII: Ordering & Provisioning, Issue 6 (Sec. 4.2).

In Section VI below, I will address Issue 13B in Article VIII, which relates to the ordering charge Socket must pay when it submits a UNE conversion order.

In Section VII below, I will provide supplemental testimony to that of Ms. Maxine Moreau on the question of whether CenturyTel's proposed provisioning intervals provide Socket with "parity" service. I will demonstrate that CenturyTel's provisioning intervals identified for Socket in the Appendix to Article XV are at parity with CenturyTel.

III.
DISPUTED ISSUES REGARDING THE
GENERAL NOTIFICATION PROCESS BETWEEN THE PARTIES
[ARTICLE II, ISSUE 2 (Sec. 1.2); ARTICLE III, ISSUE 9 (Sec. 32);
and ARTICLE VI, ISSUE 14 (Sec. 6.1)]

Q. WHAT IS THE BASIS OF THE PARTIES' DISPUTE IN THE FOLLOWING ISSUES: ARTICLE II, ISSUE 2 (SEC. 1.2); ARTICLE III, ISSUE 9 (SEC. 32); AND ARTICLE VI, ISSUE 14 (SEC. 6.1)?

A. All of these issues and disputed provision relate to the process by which CenturyTel will provide Socket with notification of official information under the Agreement. In its

1 proposed language, Socket seeks to impose upon CenturyTel the obligation to provide
2 notification via something called "Accessible Letters," which I understand to be a process
3 specific to AT&T's (f/k/a SBC) ILEC operating companies but which is not in place at or
4 supported by CenturyTel. CenturyTel has proposed to notify Socket of such information by
5 posting it on CenturyTel's web site, which is the same process CenturyTel uses for all
6 CLECs in the state that have an interconnection agreement with CenturyTel.

7 **Q. SOCKET DEFINES THE TERM "ACCESSIBLE LETTERS" IN ARTICLE II,**
8 **ISSUE 2, SECTION 1.2. SHOULD THIS DEFINITION BE INCLUDED IN THE**
9 **AGREEMENT?**

10 A. No. Accessible Letters are a means of communication employed by AT&T (f/k/a SBC) to
11 notify CLECs of matters of interest to them in their business operations. By including this
12 term in the ICA, Socket is attempting to impose upon CenturyTel the same obligations
13 required of AT&T. In fact, Socket is proposing language that is almost verbatim cut-and-
14 pasted from the SBC successor ICA to the M2A. CenturyTel's business is not of the same
15 scope and magnitude as AT&T's. CenturyTel is a much smaller company. We operate in
16 primarily rural, less densely populated markets, and have fundamentally different operating
17 procedures, mechanisms, and capabilities. It is not reasonable to require CenturyTel to adopt
18 processes that are equivalent to AT&T's processes.

19 **Q. DOES CENTURYTEL USE ACCESSIBLE LETTERS TODAY TO PROVIDE**
20 **OFFICIAL INFORMATION TO CLECS OPERATING IN ITS MARKETS?**

21 A. No. CenturyTel does not have such a method in use today. The obligations on CenturyTel
22 contemplated by the use of Socket's proposed "Accessible Letters" process are set out in
23 Socket's proposed language in Article III, Section 32.2. If CenturyTel were required to

1 implement this Accessible Letters process as a means for communicating information to
2 Socket, it would mean establishing new processes and system capabilities in our company
3 that do not exist today, just for the sake of complying with the provisions of this Agreement.

4 **Q. IN SECTION 32.2.1 SOCKET PROPOSES THAT THE ACCESSIBLE LETTER**
5 **NOTIFICATION BE TRANSMITTED VIA ELECTRONIC MAIL (“EMAIL”).**
6 **DOES CENTURYTEL CURRENTLY HAVE ANY SORT OF EMAIL**
7 **NOTIFICATION PROCESS IN PLACE TODAY FOR SUCH INFORMATION?**

8 A. No. CenturyTel does not have an email notification process in place today that it uses to
9 provide information to CLECs regarding information about changes in its business
10 operations. Today, CenturyTel relies on its web site to provide such information. Posting on
11 the web site is a more efficient means of communicating information to customers than
12 sending out individual notifications. It also allows for all customers to have access to the
13 information at the same time.

14 **Q. IN SECTIONS 32.2.2 AND 32.2.3, SOCKET PROPOSES THAT CENTURYTEL**
15 **SEND THE EMAILED “ACCESSIBLE LETTER” NOTIFICATIONS TO TEN (10)**
16 **RECIPIENTS WITHIN ITS ORGANIZATION. SOCKET PROPOSES TO SEND AN**
17 **ACCESSIBLE LETTER RECIPIENT CHANGE REQUEST FORM TO UPDATE**
18 **THIS LIST FOR ANY ADDITIONS, DELETIONS, OR ANY OTHER**
19 **INFORMATIONAL CHANGES. WHAT WOULD IMPLEMENTING THESE**
20 **PROCESSES REQUIRE FOR CENTURYTEL?**

21 A. As noted above, CenturyTel does not have this process in place today. To implement this
22 process, CenturyTel would have to modify its current processes and appoint or hire someone
23 to be responsible for administering this process. Thus, implementing such a system would
24 unreasonably require CenturyTel to incur costly reorganization and training of its personnel,
25 and may require the hiring of additional personnel. Additionally, Socket suggests that ten of
26 its employees receive this notice. It proposes to keep this list current by providing an

1 Accessible Letter Recipient Change Request Form when changes are required to the list.
2 CenturyTel is not familiar with this particular form, and CenturyTel should not be permitted
3 to dictate CenturyTel's internal processes and documentation.

4 **Q. SHOULD CENTURYTEL BEAR THE ADMINISTRATIVE BURDEN OF**
5 **PROVIDING NOTICE TO TEN EMPLOYEES WITHIN SOCKET'S**
6 **ORGANIZATION IF THE COMMISSION REQUIRES THIS PROCESS BE PUT IN**
7 **PLACE?**

8 A. CenturyTel's position is that it should not be required to provide Accessible Letter
9 notification for the reasons stated above. However, should the Commission require it to do
10 so, CenturyTel should not have to bear the administrative burden of notifying ten parties
11 within Socket's organization. If other CLECs opt into this ICA, CenturyTel would not only
12 have to provide notice to 10 parties within Socket's organization, but it would also have to
13 provide notice to up to 10 contacts at each of the other CLECs that opted into this
14 Agreement. Keeping the distribution lists current would be an administrative nightmare for
15 CenturyTel. Instead, it is much more efficient to have only a single contact within the
16 company receive the notification; then, that person would distribute the notice throughout
17 their organization as needed. Reason dictates that once CenturyTel provides a notification to
18 its "contact" at Socket, it should be that contact's obligation to forward the relevant notice
19 and information to other interested persons inside Socket. Socket's proposed process
20 essentially makes it CenturyTel's responsibility to be an administrative assistant to multiple
21 Socket personnel.

1 **Q. DOES CENTURYTEL OFFER A REASONABLE AND EFFECTIVE**
2 **ALTERNATIVE TO THE ACCESSIBLE LETTERS PROCESS AS A MEANS OF**
3 **COMMUNICATING OFFICIAL INFORMATION TO SOCKET?**

4 A. Yes. CenturyTel proposes to use its web site as a means for distributing such information,
5 which, based on commitments CenturyTel has made during the negotiation of this
6 Agreement, will include: updates on products/services promotions; deployment of new
7 products/services; modifications and price changes to existing products/services; cancellation
8 or retirement of products/services; and notices on operational and network issues on which
9 the parties should exchange information. With respect to changes in operational practices
10 and procedures (*i.e.*, changes in standard practices), notifications will be posted to the
11 website prior to their implementation, affording CLECs the opportunity to discuss with
12 CenturyTel issues that may affect their businesses. Socket will have the ability, then, to
13 request delays in implementation or request modifications to the planned changes if they
14 adversely impact its business. *See, e.g.*, CenturyTel's proposed Sec. 54.5 in Article III.

15 **Q. WHY IS THE WEB SITE NOTIFICATION PROCESS THE BETTER**
16 **ALTERNATIVE TO THE "ACCESSIBLE LETTERS" PROCESS?**

17 A. The Accessible Letter notification process would be a new process for CenturyTel that would
18 take time and money to develop and implement. Our web site is available today; in fact,
19 some of the items we have agreed to post on the website are already being posted there today.

20 As we file any updates to our tariffs, we post these filings to our CenturyTel web site. These
21 filings would include such things as new regulated services, promotions, and rate changes.
22 Adding additional information to the website—such as that contemplated by this
23 Agreement—would not take a huge effort or cost on CenturyTel's part to put in place. In

1 addition, by posting the information on the web site, all CLECs operating in the state, plus
2 any with plans to enter these markets, will have access to this same information. It is a much
3 more efficient, less costly and less burdensome method of providing information to all
4 CLECs. It also ensures that all CLECs have access to the same information on an equitable
5 basis, instead of tracking whether each CLEC entitled to notice under the terms of its
6 Agreement actually received an individually sent notice letter as proposed by Socket. By
7 providing the notice information to all CLECs at the same time, and in the same manner,
8 CenturyTel's process also avoids the issue of any one or a number of CLECs claiming that
9 they were not informed because they did not receive individual notice.

10 **Q. WHY SHOULD THE COMMISSION REJECT SOCKET'S ATTEMPT TO IMPOSE**
11 **ITS PROPOSED "ACCESSIBLE LETTER" PROCESS ON CENTURYTEL?**

12 A. For the reasons I testified to above, the Commission should not allow Socket to impose upon
13 CenturyTel new processes and procedures that do not exist today and that are not necessary,
14 particularly when a process and procedure does exist today that provides Socket with
15 reasonable and effective notification of relevant information. CenturyTel understands that
16 Socket would like to have the most personalized and convenient form of notice possible; and
17 CenturyTel understands that Socket's proposal essentially attempts to place the burden and
18 cost of such a notification procedure entirely on CenturyTel. Indeed, Socket's proposal
19 essentially treats CenturyTel's internal processes as if they were Socket's own, yet without
20 regard to the burden and cost incurred by CenturyTel to implement it. The Commission,
21 however, should reject Socket's unreasonable proposal and require it to accept a reasonable
22 level of responsibility for checking CenturyTel's website for general notifications.

IV.
ARTICLE III DISPUTED ISSUES

Q. WILL YOU BE ADDRESSING ALL ASPECTS OF ALL ISSUES DISPUTED BY THE PARTIES IN ARTICLE III?

A. No. I will address only those issues under Article III pertaining to Socket's billing due date (Issue 2 (Sec. 9.2, Sec. 9.3 and Sec. 9.5)), and the process for notifying Socket of changes in CenturyTel's standard practices (Issue 6 (Sec. 54.5)).

ISSUE 2 (Sec. 9.2, Sec. 9.3 and Sec. 9.5): Should Socket's payment due date on bills be forty-five (45) calendar days or twenty (20) business days from the bill date?

Q. WHAT IS YOUR UNDERSTANDING OF THE BASIS OF THE PARTIES' DISPUTE IN ARTICLE III, SECTIONS 9.2, 9.3, AND 9.5?

A. Socket demands that it not be required to pay its bills to CenturyTel until up to forty-five (45) calendar days from the bill date. CenturyTel's position is that, like all other CenturyTel customers, Socket should pay its bills within twenty (20) business days of the bill date. I should note that CenturyTel's proposed 20 "business" days is approximately 28 calendar days (or 4 calendar weeks).

Q. WHY SHOULD SOCKET BE REQUIRED TO PAY ITS BILLS WITHIN 20 BUSINESS DAYS, AS OPPOSED TO WITHIN ITS PROPOSED 45 CALENDAR DAYS, OF THE BILL DATE?

A. First, to my knowledge, no other customer of CenturyTel has been afforded a 45-day period to remit payment of its charges. Second, CenturyTel's billing systems have been configured for a 30 calendar-day payment period. It would require considerable time and expense to write the software programs needed to change the handling of bills just for Socket. In addition, CenturyTel would have to add processing and storage space to its billing systems to

1 allow for this deviation from the norm. Finally, Socket itself requires its customers to pay its
2 bills within twenty days from the bill date. According to its web site, "All accounts will be
3 invoiced on the 1st of the month in which services occurred and are due by the 20th." Socket
4 is asking CenturyTel to provide it with a billing service that is above and beyond what it is
5 willing to provide its own customers. Socket (and any other CLEC that opted into this
6 Agreement) would be the only company for which CenturyTel would provide these payment
7 terms, so it is difficult to justify the amount of work and cost that would be involved to make
8 this change possible.

9 **Q. PLEASE EXPLAIN WHAT CENTURYTEL BILLING SYSTEMS ARE USED**
10 **TODAY TO BILL SOCKET AND HOW SOCKET'S BILLS ARE GENERATED?**

11 A. CenturyTel uses two separate and distinct billing systems to bill Socket for the services to
12 which it subscribes. Our Carrier Access Billing System (CABS) is used to bill charges such
13 as facilities charges for interconnection trunks. Generally, services ordered out of
14 CenturyTel's access services tariffs are billed by CABS. Other services, such as resold
15 services and Unbundled Network Elements (UNEs) are billed in CenturyTel's Ensemble
16 billing system. Ensemble is an AMDOCS billing system that provides interfaces between
17 CenturyTel's Customer Service, Billing, and Provisioning organizations.

18 **Q. IN ITS INITIAL DPL POSITION STATEMENT, SOCKET STATED THAT IT**
19 **NEEDS A CUSHION BUILT INTO THE TIME BETWEEN THE DATE SOCKET**
20 **ACTUALLY RECEIVES THE BILL AND THE DUE DATE TO ALLOW FOR**
21 **DELAYS IN SENDING THE BILL AFTER THE BILL DATE OR DELAYS IN MAIL**
22 **DELIVERY. SOCKET FURTHER STATES THAT THIS TIME CUSHION WOULD**
23 **ALLOW SOCKET THE TIME IT NEEDS TO SUFFICIENTLY REVIEW ITS BILL.**
24 **HOW WOULD CENTURYTEL RESPOND TO SOCKET'S POSITION?**

25 A. Socket's argument seems ludicrous when you look at their actual bills. CenturyTel reviewed

1 the size of Socket's CABS bills for the last year. On average they were * _____ * in length.
2 Current charges on those bills were for * _____ * its is purchasing from
3 CenturyTel. Socket received two CABS bills from CenturyTel monthly. In February, the
4 bills were * _____ * and * _____ in length, respectively. Socket was billed for * _____
5 _____ * on one account and 16 circuits on the other.

6 Socket is currently purchasing * _____ * for resale from CenturyTel. Socket's
7 February bill is only five * _____ * long, about the size of a residential customer's bill. I
8 looked at two of Socket's bills that contain its charges for UNEs and service charges for
9 porting numbers. Those bills (February 2006 and October 2005) were * _____ * and * _____
10 _____ * long. Given these facts, Socket's demand seems more related to its cash flow—
11 e.g., an attempt to keep from having to pay its bills when they come due—than to its
12 purported need for more time to review its legitimately incurred charges.

13 **Q. SOCKET'S CLAIMS THAT CENTURYTEL'S BILLS "ARE TYPICALLY**
14 **LENGTHY AND COMPLICATED, AND REQUIRE SIGNIFICANT MANUAL**
15 **EFFORT TO ENSURE THAT THE BILLING IS ACCURATE." IS THIS**
16 **STATEMENT ACCURATE?**

17 **A.** No. On average, Socket's CABS bills are * _____ *; its bills for other services, which are
18 processed in CenturyTel's Ensemble billing system are not lengthy. The charges also are not
19 complicated. Those charges are for resold basic local services, UNEs and service charges in
20 Ensemble, and for facilities circuits in CABS.

1 **Q. IT APPEARS THAT SOCKET ATTEMPTS IN THIS CLAIM TO USE AN**
2 **ARGUMENT THAT IS SIMILAR TO THE ARGUMENT USED BY THE CLEC**
3 **COALITION IN THE SBC/M2A2 ARBITRATION. ARE SOCKET'S BILLS**
4 **SIMILAR TO THE BILLS AS ISSUE IN THAT PROCEEDING?**

5 A. No, the bills at issue in the recent SBC arbitration were much larger than Socket's bills from
6 CenturyTel. In looking at the Final Arbitrator's Report from that case, one CLEC Coalition
7 witness in the case stated that "SBC's invoices can run for hundreds of pages." *See* Final
8 Arbitrator's Report, Case No. TO-2005-0336 at Section I(A), p. 26. The same CLEC
9 Coalition witness stated that his company receives "approximately 1,030 invoices every
10 month, each invoice averaging 400 to 900 pages in length." *See id.* at 27.

11 Socket's average CABS bill is * ____ * in length. Its Ensemble bills are also small,
12 * _____ * long. It currently receives two (2) CABS bills and two (2) Ensemble bills
13 from CenturyTel each month. Socket neither has the volume of bills or the size of bills
14 demonstrated by the CLEC Coalition in the SBC arbitration. For Socket to use the argument
15 from that case that it needs to have more time to review its bills is ridiculous. There is no
16 comparison between the volume and size of the bills Socket receives from CenturyTel and
17 the volume and size of the bills presented in the SBC arbitration.

18 **Q. TO THE EXTENT SOCKET REALLY CANNOT FIND THE TIME TO REVIEW**
19 **ITS MODEST BILLS IN A 20 BUSINESS DAY PERIOD, DOES CENTURYTEL**
20 **HAVE ALTERNATIVES AVAILABLE TO SOCKET THAT WOULD INCREASE**
21 **THE AMOUNT OF TIME IT HAS TO REVIEW ITS BILLS?**

22 A. Yes. In fact, these alternatives are available to all CenturyTel customers, including Socket.
23 There are actually several ways Socket can gain more time to review its bills. First, Socket
24 could request an electronic bill. There are two different methods for obtaining bills in

1 electronic format, depending on the customer's needs. To the extent Socket just wants faster
2 access to its bill in order to review the charges, it can accomplish that by using CenturyTel's
3 MyAccount service, which is an online service that allows any CenturyTel customer to
4 review (and pay) its Ensemble bills online. The bills are available for review usually 5-7
5 days after the bill date. MyAccount is essentially an electronic image of the bill that is
6 accessed using a login and password at CenturyTel's web site. To the extent Socket actually
7 desires the ability to manipulate, categorize and/or extract billing data for its bills, it may
8 request to be set up, for a charge, to receive an electronic bill in industry-standard Electronic
9 Data Interface ("EDI") format. EDI-formatted bills are available as soon as the bill has been
10 validated, which is usually within a week of the bill date.

11 The EDI billing and MyAccount services are available for charges that are billed out
12 of CenturyTel's Ensemble billing system. CABS bills are processed by a different billing
13 system and are available to Socket within 5-7 days. The bills are typically mailed within 2
14 days of the bill date and delivery usually takes 3-5 days at most. CABS bills are also
15 available in electronic format and delivery, which should provide for faster receipt by Socket.

16 **Q. THESE SUGGESTIONS ALL REPRESENT A FRONT-END REDUCTION IN THE**
17 **PAYMENT PERIOD. ARE THERE OTHER WAYS THAT SOCKET'S TURN-**
18 **AROUND TIME TO PAY ITS BILLS CAN BE REDUCED?**

19 A. Yes. CenturyTel also offers on-line payment of bills through MyAccount online. CABS also
20 accepts electronic payments. CABS payments may be remitted via the Automated
21 Clearinghouse ("ACH") method of electronic bill payment or the Electronic Data Interface
22 ("EDI") method. Because electronic payments have shorter delivery times than mailed

1 payments, a carrier could use the additional time for further review of the bill prior to the
2 required payment date.

3 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

4 A. The Commission should accept CenturyTel's proposal that Socket must pay its bills within
5 20-business days of the bill date. This payment period provides more than sufficient time for
6 Socket to review and remit payment to CenturyTel, and it is consistent with Socket's own
7 billing practices. CenturyTel's proposed language in Article III, Sections 9.2, 9.3 and 9.5
8 should be included in the Agreement.

9 **ISSUE 6 (Sec. 54.5): Should CenturyTel be required to provide Socket**
10 **notification of changes to CenturyTel's "standard practices" using email**
11 **followed by registered mail?**

12 **Q. PLEASE EXPLAIN YOUR UNDERSTANDING OF THE PARTIES' DISPUTE IN**
13 **SECTION 54.5.**

14 A. I understand that the dispute in Section 54.5 mainly relates to the notification process to be
15 used when CenturyTel makes a change to one of its standard practices or procedures or a
16 change in network maintenance or management. Socket suggests that notification of such
17 changes be provided via email, followed by registered mail. Socket also proposes that, upon
18 its request, CenturyTel be required to assign "project team resources" to Socket in order to
19 implement any CenturyTel change in standard practices.

20 As discussed above, CenturyTel proposes to post such notifications on its web site
21 prior to implementation of the change. See my testimony above in Section III. CenturyTel
22 uses this efficient process today, and makes appropriate personnel available to assist any
23 CLEC, to the extent necessary, to understand the implications of the change. With respect to

1 Socket's demand that CenturyTel provide Socket with "project team resources,"
2 CenturyTel's position is that Socket should not be permitted to essentially co-opt
3 CenturyTel's employees and personnel as if they were its own. CenturyTel has and will
4 always make reasonable resources available to assist CLECs in understanding the nature and
5 implication of a change in standard practices. However, Socket's demand for a contractual
6 right to a CenturyTel "project team" is unreasonable given the burden and cost of such a
7 proposition on CenturyTel and the potential for abuse, particularly in light of the small
8 volume of services and facilities CenturyTel provides to Socket today.

9 **Q. SHOULD CENTURYTEL BE REQUIRED TO PROVIDE SOCKET WITH**
10 **NOTIFICATION OF CHANGES TO STANDARD PRACTICES OR NETWORK**
11 **MANAGEMENT BY USING EMAIL NOTIFICATION FOLLOWED BY**
12 **REGISTERED MAIL NOTIFICATION?**

13 A. No. The Commission should reject Socket's proposed contract language. CenturyTel should
14 not have to provide either email notification or registered mail notification of such changes to
15 Socket. At a minimum, CenturyTel certainly should not be required to provide both forms of
16 notification. As with the Accessible Letters, to require CenturyTel to use email followed by
17 registered mail notification would require CenturyTel to establish a new process in our
18 company, just for the sake of meeting the Socket-specific terms of this Agreement. Socket's
19 proposal that such notifications should be via email followed by registered mail seeks to
20 impose an unduly burdensome and unnecessary mechanism for CenturyTel to notify Socket
21 of changes in certain practices. Specifically, proposing not one, but two different forms of
22 notification for the same thing requires a redundant and/or duplicative process that does
23 nothing more than increase the administrative burden on CenturyTel. One form of notice

1 should be sufficient. That form of notice should be posting of the notice to CenturyTel's
2 website.

3 **Q. DOES CENTURYTEL OFFER A REASONABLE ALTERNATIVE TO SOCKET'S**
4 **NOTIFICATION PROCESS?**

5 A. Yes. Rather than Socket's unwieldy 2-step proposal, CenturyTel reasonably proposes that all
6 changes to standard practices and network change management be posted on the CenturyTel
7 web site prior to implementation. This web site is accessible to all CLECs. By using this
8 notification method, all CLECs are uniformly and promptly advised of changes that may
9 impact them. To the extent the change relates to standard practices and procedures, Socket
10 would still be able to request that such changes be delayed or modified where there is an
11 adverse business impact. *See, e.g.,* CenturyTel's proposed Sec. 54.5 in Article III. In
12 addition, CenturyTel also affords Socket the right to dispute escalation through the dispute
13 resolution process. In the end, CenturyTel's proposal should satisfy Socket's requirements,
14 while remaining administratively manageable and cost effective, and while providing the
15 same information on the same basis at the same time to all CLECs.

16 **V.**
17 **DISPUTED ISSUES REGARDING THE FORM OF PRE-ORDERING AND**
18 **ORDERING NOTIFICATIONS USING THE LSR PROCESS**
19 **[ARTICLE VI, ISSUE 23 (Sections 10.2.2, 10.2.3 & 10.2.4)**
20 **and ARTICLE VIII, ISSUE 6 (Sec. 4.2)]**

21 **ARTICLE VI, ISSUE 23 & ARTICLE VIII, ISSUE 6: Should CenturyTel**
22 **be required to provide Socket with facsimile or email notification during the**
23 **pre-ordering and ordering processes applicable to ordering resold services**

1 **and UNEs?**

2 **Q. WHAT IS YOUR UNDERSTANDING OF THE PARTIES' DISPUTE IN ARTICLE**
3 **VI, ISSUE 23 AND ARTICLE VIII, ISSUE 6?**

4 A. I address these two issues collectively because they essentially are the same issue.
5 Article VI, Issue 23, pertains to the LSR process used when Socket orders resold services.
6 Article VIII, Issue 6, pertains to when Socket uses the same LSR process to order UNEs. In
7 either case, the notification dispute is the same. Specifically, this dispute is about how
8 CenturyTel will provide notification to Socket of "service order completion (SOC)," "reject
9 errors (Reject)," and "jeopardy notices (Jeopardy)" when the LSR process is used to order
10 services. Socket demands that CenturyTel provide it with facsimile or email notification of
11 SOC, Reject and Jeopardy notices. CenturyTel's position is that the current process is
12 sufficient, a process whereby CenturyTel provides such notices by posting them to its
13 website.

14 **Q. WHY SHOULD THE COMMISSION REJECT SOCKET'S ATTEMPT TO**
15 **REQUIRE CENTURYTEL TO PROVIDE FACSIMILE OR EMAIL**
16 **NOTIFICATION ON RESALE ORDERS IN ADDITION TO OR INSTEAD OF**
17 **PROVIDING SUCH NOTICE VIA ITS WEBSITE?**

18 A. Socket's demand for facsimile and email notification during the LSR pre-ordering and
19 ordering process is basically a request for a special service. CenturyTel's LSR process today
20 uses a web-based GUI system, and the notifications at issue here are posted to CenturyTel's
21 website. Such notifications are posted using the order number that Socket (or any CLEC)
22 was assigned when it originally placed the order. Therefore, it is not difficult for Socket to
23 identify its order-related notices on the website. Socket and any other CLEC that places

1 orders with CenturyTel via this web GUI can at any time view updates and notices applicable
2 to the orders it has placed in the system, and may change and update those orders as
3 necessary.

4 One of the critical issues wrapped up in this dispute is which party should be
5 responsible for tracking the status of Socket's LSR orders. Socket's proposed language
6 suggests that tracking the status of Socket's orders is CenturyTel's responsibility; thus,
7 Socket proposes that CenturyTel provide it with a direct update (via email or facsimile)
8 anytime something changes on one of Socket's orders. It is CenturyTel's position that
9 Socket should assume responsibility for accessing the website to check the status of its
10 orders, particularly given the small volume of its orders. Moreover, CenturyTel's current
11 system is not set up to provide the type of email notification demanded by Socket.
12 Regardless of the specific type of email notification Socket demands, CenturyTel would be
13 required to incur burdensome time and cost commitments to modify its current LSR ordering
14 system. To the extent CenturyTel demands email notification containing information about a
15 SOC, Reject or Jeopardy status of a specific order, CenturyTel's web-based LSR system is
16 simply not capable of providing it. And the volume of Socket's orders simply do not justify
17 the costs of building or implementing an ordering system capable of providing the order-
18 specific type of notice Socket demands.

19 Socket's alternative demand for facsimile notification of SOC, Reject and Jeopardy
20 order status is, again, another attempt to make it's own business operations more convenient
21 at the cost of additional burden to CenturyTel. CenturyTel currently doesn't have in place a

1 process for tracking Socket's orders specifically and then preparing and sending facsimiles to
2 Socket. To implement such an administrative process would require CenturyTel to
3 reorganize and retrain its personnel and, potentially, hire new personnel to support a process
4 that does not exist today.

5 Furthermore, neither industry standards or applicable law requires that CenturyTel
6 provide email or facsimile notifications to CLECs for such things as these SOC's, reject and
7 Jeopardy notices. With the ease of merely looking at a website, Socket can today identify the
8 status of its LSR orders. To the extent Socket doesn't want to take the time to look at the
9 website or want an even more convenient form of order status notification, its only
10 suggestion is to increase the administrative burden and costs to CenturyTel. That is
11 unreasonable. The Commission should accept CenturyTel's current LSR notification method
12 and reject Socket's proposal for additional facsimile and/or email notification.

13 VI.

14 **ARTICLE VII, ISSUE 13B (Sec. 2.18.4): Should Socket be exempt from the**
15 **applicable charge for the manual handling of a UNE conversion order?**

16 **Q. WHAT IS YOUR UNDERSTANDING OF THE BASIS OF THE PARTIES' DISPUTE**
17 **IN ARTICLE VII, SECTION 2.18.4?**

18 A. The dispute in Article VII, Section 2.18.4, basically concerns the order charge for UNE
19 conversion. UNE conversion orders are orders to either convert special access to UNEs, or
20 vice versa. Socket demands that CenturyTel charge an electronic service order charge for
21 these conversion orders even if the handling of the order is manual. CenturyTel's position is
22 that a manual service order charge applies for the service if the order is handled manually.

23 **Q. DOES CENTURYTEL HAVE A SYSTEM OF ELECTRONIC ORDERING IN**

1 **PLACE TODAY OR ARE ORDERS HANDLED USING A MANUAL PROCESS?**

2 A. As several CenturyTel witnesses testify, CenturyTel does have a web-based ordering system
3 for CLEC orders. However, CenturyTel does not have an automated or electronic ordering
4 system on a scale similar to SBC's Operations Support System ("OSS") to process those
5 orders. Consequently, the electronic service order charge that Socket wants to apply does not
6 even exist. When CenturyTel receives an order, it must be handled manually, actually
7 touched by someone at CenturyTel who processes and coordinates the conversion order.

8 **Q. WHY SHOULD SOCKET BE REQUIRED TO PAY FOR THIS MANUAL**
9 **PROCESS?**

10 A. CenturyTel is entitled to recover its cost of providing service. I'm not aware of any
11 applicable law that requires an ILEC to provide automated ordering and provisioning
12 systems. Nor am I aware of any applicable law that would require an ILEC to charge a lesser
13 electronic service order when the process used is actually a manual process. If Socket or any
14 other CLEC customer places an order with CenturyTel, it should pay in accordance with the
15 cost of the service provided. Otherwise, CenturyTel will not be able to recover its reasonable
16 costs. In this case, Socket should pay the manual service order charge for these UNE
17 conversions.

18 **Q. IS CENTURYTEL REQUIRED TO PROVIDE SERVICE TO A CLEC CUSTOMER**
19 **THAT IS EQUIVALENT TO THE SERVICE IT PROVIDES TO ITS RETAIL**
20 **CUSTOMERS?**

21 A. Yes. Both Maxine Moreau's and my testimony discuss at length CenturyTel's parity
22 obligations. As addressed under its FTA § 251(c) obligations, CenturyTel is required to
23 provide efficient and effective provisioning of wholesale facilities. I have shown in my

1 testimony addressing parity issues that CenturyTel provides service to its CLEC customers
2 on the same level (*i.e.*, parity) with its own customers. CenturyTel does not have an
3 automated ordering and provisioning system that it uses to process any of its orders. The
4 order process is manual throughout CenturyTel's systems for all types of orders.

5 **Q. WHAT IS THE CHARGE FOR PROCESSING A UNE CONVERSION ORDER?**

6 A. The charges for these conversion orders are set forth in the Appendix to Article VII. Thus, as
7 per this Appendix, CenturyTel will charge \$161.87 for Advanced-Basic (2 wire and 4-wire)
8 Changeovers and \$179.37 for Advanced-Complex (DS1 and above) Changeovers.

9 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

10 A. The Commission should require Socket to pay CenturyTel the applicable manual service
11 order charges contained in the UNE pricing Appendix when Socket submits a UNE
12 conversion order.

13 **VII.**

14 **ARTICLE XIII (OSS) DISPUTED ISSUES REGARDING**
15 **"PARITY" OF CENTURYTEL'S PROVISIONING INTERVALS**

16 **ARTICLE XIII JOINT ISSUE STATEMENT (OSS): Should the Agreement**
17 **contain an Article addressing Operations Support Systems issues?**
18

19 **Q. PLEASE EXPLAIN THE ISSUES IN ARTICLE XV YOU ARE ADDRESSING.**

20 A. I will supplement Ms. Moreau's testimony on the question of whether CenturyTel's proposed
21 Provisioning Intervals provide Socket with "parity" service. I will demonstrate that
22 CenturyTel's Provisioning Intervals shown for Socket in the Appendix to the Article are at
23 parity with CenturyTel.

24 **Q. IS THE ACCESS THAT CENTURYTEL PROVIDES CLECS TO ITS**

1 **PREORDERING, ORDERING, PROVISIONING, AND OTHER OPERATIONS**
2 **SUPPORT SYSTEM (“OSS”) PROCESSES AT “PARITY” WITH THOSE IT**
3 **PROVIDES ITSELF?**

4 A. Yes. Consistently with Ms. Moreau’s testimony, when I use the term “parity,” I mean that
5 the wholesale services or functions that CenturyTel provides to Socket are consistent with
6 our legal obligations under Section 251 of the federal Telecommunications Act of 1996, as I
7 understand it. Specifically, with respect to functions that have a “retail analogue,” I
8 understand that “parity” is the provision of access to Socket that is equal to the level of
9 access that we provide ourselves, our customers, or our affiliates, in terms of quality,
10 accuracy, and timeliness. With respect to functions that have no “retail analogue,” such as
11 access to OSS for ordering and provisioning UNEs, I understand “parity” to mean that
12 CenturyTel’s performance offers an efficient competitor a meaningful opportunity to
13 compete.

14 **Q. ARE CENTURYTEL’S ORDERING AND PROVISIONING PROCESSES MANUAL**
15 **OR ARE THEY ELECTRONIC?**

16 A. CenturyTel’s ordering process is manual. However, CenturyTel does provide an electronic
17 web-based interface for CLECs to place orders. This interface allows CenturyTel and the
18 CLECs to track the status of each order. Although this electronic ordering system is
19 available for CLECs to enter and track the status of their orders, many of the systems
20 required to process the orders are manual. This is also true for the analogous service
21 provided to a CenturyTel’s retail end-user.

22 CenturyTel receive orders in a variety of ways, depending on the customer and the
23 service ordered. The ordering and provisioning process is essentially the same regardless of

1 whether or not the customer is a wholesale customer (*e.g.*, Socket) or a retail customer. The
2 major difference is that there are dedicated and separate customer service groups for
3 wholesale and retail customers. Retail orders may be phoned in to our end user call center or
4 they may be emailed or faxed. CLEC orders may be submitted via CenturyTel's web-based
5 "graphical user interface" ("web GUI") system, or by fax, or email to our wholesale customer
6 service group. No matter which process is used to submit the retail or wholesale order, the
7 order must be reviewed and processed manually by CenturyTel personnel.

8 **Q. IS THE SERVICE THAT SOCKET RECEIVES WHEN IT SUBMITS AN ORDER**
9 **EQUIVALENT TO THE SERVICE OTHER CENTURYTEL CUSTOMERS**
10 **RECEIVE? EXPLAIN.**

11 A. Yes, CenturyTel provides the same level of service to Socket and its other CLEC customers
12 that it provides to itself when establishing service for its end user customers. As an example,
13 I have included as Schedule (PH-1) a flow chart that demonstrates the steps that CenturyTel
14 undertakes in processing a retail service order from an end user customer for a simple order
15 (up to three (3) access lines). Schedule (PH-2) shows how a CLEC order for a simple service
16 (i.e., resold access line) is handled. Although this Schedule demonstrates the resale order
17 process flow, UNE-loop orders also follow essentially this same process, as shown on the
18 Schedule.

19 As an example, for an order for a line where facilities work is required, the time from
20 entry of the order into CenturyTel's Ensemble billing system until the line is provisioned is
21 the same, three (3) days, for both retail and wholesale orders. The provisioning dates are
22 generated in the system based on availability of facilities for the order. Other than

maintaining separate dedicated customer service groups, CenturyTel's systems and processes do not distinguish between CLEC-placed resale or UNE-loop orders and CenturyTel's end user customer orders. Rather, provisioning and billing of orders are completed in exactly the same way.

Q. SO ORDERS ARE HANDLED EXACTLY THE SAME FOR CENTURYTEL'S END USER CUSTOMERS AS THEY ARE FOR CENTURYTEL'S CLEC RESALE AND UNE-LOOP CUSTOMERS?

A. Yes. The orders are handled exactly the same once the order is placed into the CenturyTel Ensemble system. As I just testified, the process up until that point differs only in how the order is placed with CenturyTel – to the end user customer service team or to the CLEC customer service team. However, this difference in order placement entry points does not affect the time of firm order receipt to turning up the service. When orders from our end user customers are received over the phone at our call centers, the call center representative usually inputs the information from the customer directly into the Ensemble system at that time. CLEC orders are submitted to CenturyTel on a local service request ("LSR") form via CenturyTel's web GUI. A customer service representative then takes information from the LSR and enters it into the Ensemble system. Once the order is entered, the system then generates the date the order will be provisioned.

Q. HAS SOCKET EXHIBITED A LARGE VOLUME OF RESALE ORDERS TO CENTURYTEL?

A. No. In fact, according to records I reviewed, Socket has only * _____ * resold lines today.

Q. IN THE LAST EXAMPLE, YOU COMPARED A SIMPLE RETAIL ORDER (1-3 LINES) WITH A SIMPLE CLEC (RESALE) ORDER. WHAT ABOUT A LARGER RETAIL BUSINESS CUSTOMER ORDER (4 OR MORE LINES)? HOW ARE

1 **THESE ORDERS HANDLED?**

2 A. A manual internal service order is completed for CenturyTel retail customers requesting four
3 (4) or more access line. The service order is then forwarded to Customer Service for entry
4 into Ensemble.

5 **Q. SO, THESE LARGER RETAIL CUSTOMERS' ORDERS ARE NOT ENTERED**
6 **IMMEDIATELY INTO THE ENSEMBLE SYSTEM?**

7 A. No. In fact, it can take a day or more before these orders are completed and input into the
8 system for processing.

9 **Q. SO, DOES CENTURYTEL PROVIDE SERVICE FOR THESE LARGER BUSINESS**
10 **CUSTOMERS AT PARITY WITH SOCKET?**

11 A. Yes. In fact, Socket may even experience greater than parity with these customers in some
12 cases.

13 **Q. WHAT OTHER TYPES OF ORDERS DOES SOCKET SUBMIT TO**
14 **CENTURYTEL? IS THE PROCESS FOR HANDLING THOSE ORDERS ALSO AT**
15 **PARITY WITH OTHER CENTURYTEL CUSTOMERS?**

16 A. Socket also orders access services and unbundled network elements ("UNEs") from
17 CenturyTel. The processes for handling these orders are the same for Socket as they are for
18 other CenturyTel customers. In fact, in some cases, just as I demonstrated in the example of
19 a larger retail business customer above, Socket receives service at a faster rate than
20 CenturyTel can provide service to its own customers. Thus, CenturyTel is in parity for these
21 services as well.

22 **Q. CAN YOU PROVIDE MORE SPECIFIC EXAMPLES OF HOW THESE ORDERS**
23 **ARE PROCESSED?**

24 A. Yes. I'll start by discussing how orders for access services are handled. Socket submits

1 Access Services Requests (“ASRs”) either for interconnection facilities, which are provided
2 under the terms of their Agreement, or they may order access services directly from one of
3 CenturyTel’s tariffs, just as an IXC or end user would order tariffed access services from
4 CenturyTel. In either case, the process is the same, and is demonstrated in Schedule (PH-3).

5 **Q. IS THE PROCESS DEMONSTRATED IN THIS SCHEDULE DIFFERENT FOR**
6 **CLECS THAN IT IS FOR OTHER CUSTOMERS ORDERING THESE TYPES OF**
7 **SERVICES?**

8 A. No, the process is identical. Any customer ordering these types of services will place their
9 orders using an ASR, and the process outlined in Schedule (PH-3) is the process used for all
10 ASR submissions.

11 **Q. SO, CENTURYTEL IS AT PARITY FOR ACCESS ORDERS?**

12 A. Absolutely. All customers receive equal treatment in this scenario.

13 **Q. YOU STATED ABOVE THAT THE PROVISIONING OF CLEC COMPLEX (HIGH**
14 **CAPACITY UNES) ORDERS IS AT PARITY WITH CENTURYTEL’S OWN**
15 **CUSTOMERS THAT ORDER SIMILAR SERVICES?**

16 A. Yes.

17 **Q. CAN YOU PROVIDE MORE CLARIFICATION AS TO WHY PARITY EXISTS?**

18 A. Yes. To date, the type of UNE order CenturyTel has received from Socket has been for
19 *_____.* I have attached as Schedule (PH-4) the process flow that takes place
20 when Socket or any other CLEC doing business with CenturyTel places such an order with
21 us. In order to demonstrate parity with CenturyTel end user customers, we have to look at a
22 business customer who might order a similar-type service. I have included an outline of that
23 process as Schedule (PH-5).

1 Orders for DS1 services, whether CLEC UNEs or end user circuits, are ultimately
2 handled by our Access Services department. As with resale orders, CLECS place orders for
3 DS-1 UNE services on an LSR via CenturyTel's web GUI, and these orders are handled by
4 CenturyTel's CLEC Customer Service department. CenturyTel retail end-users requesting
5 DS-1 service also require submittal of a manual service order. Orders for either a CLEC DS1
6 loop or a CenturyTel retail end-user DS-1 service are forwarded to Access Services once the
7 order is keyed into Ensemble, and an internal ASR is generated.

8 Once the order reaches Access Services, the order is filled in the manner described in
9 these exhibits. As I described above in the discussion of access service requests, the process
10 is the same for Socket's orders and for business customers' orders once the order reaches
11 Access Services. ASRs are all handled exactly the same for every type of customer. In fact,
12 examination of the exhibits attached to my testimony demonstrates this fact.

13 **Q. WHAT CAN ONE CONCLUDE FROM THESE DISCUSSIONS?**

14 A. One can only conclude that CenturyTel provisions Socket's orders in parity with its own
15 customers' orders. I have provided several exhibits that demonstrate detailed process flows
16 for various services that Socket and CenturyTel customers purchase from us. These process
17 flows show that there is no difference in the service provisioning intervals and level of
18 service between Socket and CenturyTel's other customers.

19 **Q. HAS SOCKET PROPOSED PROVISIONING INTERVALS IN ARTICLE XV?**

20 A. Yes. Socket's proposed intervals are reflected in its as-filed, proposed Article XV as
21 "Appendix—Provisioning Intervals."

1 Q. ARE THE INTERVALS SOCKET PROPOSES IN PARITY, AS YOU'VE
2 DESCRIBED IT ABOVE, WITH CENTURYTEL'S PROVISION OF WHOLESALE
3 ACCESS OR SERVICES TO ITSELF OR ITS OWN RETAIL END USERS?

4 A. No. In fact, in many instances, Socket proposes provisioning internals that exceed
5 CenturyTel's provisioning internals to our retail customers by as much as 300%. For
6 example, * ___ * of the services requested by Socket are for DS1 loops. Socket is requesting
7 a five-day interval from time of receipt. A DS1 access service would be provided to a
8 CenturyTel retail end user in 15 days.

9 Q. HAS CENTURYTEL OFFERED A REASONABLE SET OF PROVISIONING
10 INTERVALS IN CONNECTION WITH ARTICLE XV?

11 A. Yes. Our proposed intervals are set out in Schedule (PH-6) to this testimony, and as
12 Appendix—Provisioning Intervals, which is attached to Ms. Moreau's testimony as part of
13 her Schedule D.

14 Q. SHOULD THE COMMISSION ADOPT CENTURYTEL'S PROVISIONING
15 INTERVALS IN ARTICLE XV?

16 A. Yes. These intervals are in parity with the service CenturyTel provides itself or its own
17 customers, as applicable, and should be adopted.

18 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

19 A. Yes, it does.