

Exhibit No.:	_____
Issue:	Company Overview, Policy and Service Ordering Procedures Generally
Witness:	Calvin Craib
Sponsoring Party:	MCC Telephony of Missouri, Inc.
Case No.:	Case No. TE-2006-0415

MCC TELEPHONY OF MISSOURI, INC.

Case No. TE-2006-0415

SURREBUTTAL TESTIMONY

OF

CALVIN CRAIB

Middletown, New York
December, 2006

1 **SURREBUTTAL TESTIMONY OF CALVIN CRAIB**

2 **Q. Please state your name and your employment.**

3 A. My name is Calvin Craib, and my title is Senior Vice President, Business
4 Development for Mediacom Communications Corporation (Mediacom). I am also
5 president of MCC Telephony of Missouri, a Mediacom subsidiary.

6
7 **Q. Are you the same Calvin Craib who filed written direct testimony in this**
8 **proceeding?**

9 A. Yes, I am.

10
11 **Q. What is the purpose of your surrebuttal testimony?**

12 A. I will be responding to the rebuttal testimony of Mr. Larry Henderson, a witness for
13 the staff.

14
15 **Q. Mr. Craib, let me direct you to page 5 and 6 of Mr. Henderson's rebuttal**
16 **testimony. He comments on the testimony offered by MCC's witnesses and**
17 **characterizes it in response to the question of whether the MCC witnesses**
18 **support or reiterate the points in the application. Do you agree with Mr.**
19 **Henderson's characterization of MCC's testimony?**

20 A. Absolutely not. The testimony filed by MCC more than adequately covers each and
21 every point MCC is raising with the Commission. Mr. Henderson has
22 mischaracterized the testimony. MCC's position with respect to its waiver request
23 has been consistent. MCC's service *is* unique and certain aspects of the installation

1 process *are* indeed outside of its control. These issues indeed are illustrative of the
2 operational constraints of which I spoke in my direct testimony. Throughout this
3 proceeding, MCC and Sprint have labored hard to explain, break down and diagram
4 our processes to show the intervals it takes to complete the necessary provisioning
5 steps. Additionally, MCC has simply pointed out that customers are informed
6 directly during the initial ordering process of the time it will take to have the order
7 installed. If this interval is unacceptable, the customer need only hang up the phone
8 and have no further dealings with MCC's voice offering. The fact that our customer
9 base in Missouri has seen continued growth since our voice service has been
10 introduced is a testament to the simple fact that our service is one that consumers
11 want and some seem to prefer to the other options available to them.

12
13 **Q. On page 6 of his rebuttal, Mr. Henderson argues that MCC did not supply direct**
14 **testimony on the point that ILEC porting intervals vary. Has MCC provided**
15 **evidence on this topic?**

16 A. MCC has provided information to support its claim in its response to the Staff's Date
17 request No. 6. Mr. Henderson has commented selectively on MCC's response to
18 Staff Data request No. 6 and it is appropriate to attach it in full to my testimony. (See
19 CC Schedule 2). While it is true that the porting interval for the carriers he
20 mentioned is the same, the response to the data request also gives porting intervals for
21 three other carriers whose porting time is different and greater. Furthermore, all
22 carriers (with only one exception) listed within the response Staff's Data Request No.
23 6 have CSR-to-port intervals of **five days or greater**. This would mean that neither

1 MCC nor Sprint would have a second of additional time to complete any activity
2 either before the CSR request or after the port if they were to meet the five-day install
3 requirement.

4
5 **Q. Also on page 6 of his rebuttal, Mr. Henderson states that MCC provided no**
6 **witness about the proposal MCC advances in its application that MCC be**
7 **subject to a service objective that 90% of its installs would be installed within**
8 **three working days of the time Sprint completes provisioning. Does MCC still**
9 **consider this a reasonable service objective for the company?**

10 A. It is still the position of MCC that it is able to commit to the objective of installing
11 90% of its orders within three working days following the completion of Sprint's
12 provisioning interval (excepting those instances where a customer requests a later
13 installation) and the application speaks for itself. No testimony is required. If the
14 Commission were to adopt such a service objective for MCC in granting its waiver in
15 this case, MCC is prepared to comply with it. By so stating, MCC is not retreating
16 from its position that a complete waiver of the rule is justified in this case.

17
18 **Q. On page 6 -7 of his rebuttal, Mr. Henderson addresses the Commission's**
19 **jurisdiction respecting VoIP services and the present dispute with Comcast IP**
20 **Phone, LLC. Has MCC raised an issue in this case concerning the**
21 **Commission's jurisdiction at this time?**

22 A. Mr. Henderson has observed correctly that MCC has not raised in its application for
23 waiver or in its testimony any issue pertaining to this Commission's jurisdiction

1 concerning MCC's operations. Mr. Henderson refers to Staff's position in *State of*
2 *Missouri v. Comcast IP Phone, LLC*, a proceeding of which MCC is aware. In fact,
3 from the filing of its Application for a Certificate of Service Authority, MCC has
4 consistently maintained that due to the issues surrounding the regulation of IP-based
5 voice services, the proper regulatory treatment of such services is an unsettled matter.
6 In its application MCC expressly reserved "any and all substantive and procedural
7 rights under federal and state law, including any and all rights regarding the authority
8 of the Commission and other state bodies to regulate MCC's IP-based services." By
9 no subsequent act, including this application, has MCC waived any of these rights.
10 Nevertheless, MCC has made a good faith effort to abide by the Commission's rules
11 and its authority by formally seeking a waiver of a requirement it is unable to meet.
12 Staff's resistance to the idea of waiving the rule under consideration has the odd, and
13 presumably unintended, effect of penalizing MCC for its attempts to cooperate with
14 this Commission.

15
16 **Q. Let me direct you to page 8 of Mr. Henderson's rebuttal testimony. On that**
17 **page he states that a company assisting another company in completing service**
18 **orders is not unique. Has Mr. Henderson understood the agreement with**
19 **Sprint?**

20 A. No, he has not. He has oversimplified it and failed to consider the particular
21 relationship existing between the cooperating providers in this case, MCC and Sprint.
22 It is true that carriers may lease network elements from other carriers or may
23 outsource certain other functions to other companies. In this case, there is indeed a

1 *different model* being used to deliver service – a model that uses the combined real
2 (not virtual) network facilities of two carriers to create and provision the voice
3 product. This model is by nature more complex than the others Mr. Henderson
4 alludes to in his testimony. This model provides comparable voice grade service to
5 traditional models while offering certain advantages over the traditional approach
6 (price, convenience, service bundling) – it is not identical to the traditional models.
7 Furthermore, while other companies may have to “make a visit to the customer’s
8 premises in order to complete the installation of service” in some instances; MCC
9 must do so in **all** instances of activating a new customer, whether that customer
10 represents a ported or a non-porting situation. Consequently, MCC sets certain
11 system-wide procedures. Mr. Henderson opines on what he regards to be “the crux of
12 the issue.” Yet again, he presents his view that MCC arbitrarily entered into an
13 agreement with Sprint that makes it impossible to meet a service standard. MCC and
14 Sprint have repeatedly explained their processes and demonstrated that the intervals
15 in the agreement represent the current operational requirements. Nevertheless, Mr.
16 Henderson has continuously chosen to characterize MCC’s agreement with Sprint as
17 the fruit of some capricious act and has steadfastly refused to credit the obvious truth
18 that were MCC and Sprint able to provision customers at shorter intervals (without
19 adding to costs so significantly as to make the service unaffordable – and therefore
20 undesirable - to customers) they would do so gladly to give them a stronger
21 competitive advantage. Mr. Henderson also continues his unaccountable fascination
22 with the redaction of MCC’s and Sprint’s Letter of Intent. It is true that a redacted
23 version of the Letter provided early in the proceeding inadvertently left some of the

1 pertinent information redacted. This has since been rectified. There cannot be any
2 useful purpose served by continued discussion on this point. The only agreements
3 MCC has been “reluctant” to produce are proprietary agreements belonging to other
4 companies who are not parties to this proceeding and over whose documents MCC
5 has no control and cannot be expected to have any control.

6
7 **Q. On page 8 of Mr. Henderson’s rebuttal testimony, he states that MCC does not**
8 **“schedule telephone installations under five days as part of its ongoing, routine**
9 **delivery of telephone service.” Can you comment on this observation?**

10 **A.** MCC has repeatedly explained that because it must always schedule home visits, and
11 given the several steps of the installation process which MCC and Sprint have
12 outlined and described, it cannot have installation scheduling be so rigid as to
13 necessarily lead to frequent rescheduling. The goal of this policy is to minimize
14 customer inconvenience and frustration. With this goal in mind, MCC has been
15 successful in meeting 97.5% of its scheduled installation appointments.

16 .

17 **Q. On page 9 of his testimony Mr. Henderson states that he does not believe that**
18 **“incumbent local telephone companies have an advantage over MCC in meeting**
19 **the Commission’s service objective.” Do you agree with this assessment?**

20 **A.** No, I disagree. As a new entrant, and one with a multi-tiered process, part of which
21 actually depends on activity performed by the losing carrier which in the majority of
22 the cases is the ILEC, MCC is clearly in a less favorable position for meeting certain
23 metrics than the ILEC. In fact, as noted above the losing carrier can take up to the

1 entire five-day interval to complete its portion of the order provisioning process. By
2 its delay in completing its portion of the order provision process, an ILEC can
3 conveniently put MCC immediately into a position of noncompliance with 4 CSR
4 240-32.080(5)(A)1. The ILEC has no Commission service objective to meet in
5 responding to MCC's customer's request for a change in provider.

6
7 **Q. How would you respond to Mr. Henderson's statements on pages 9 and 10 that**
8 **competition is only theoretically beneficial and since it takes "time to work"**
9 **would likely "produce a lower quality of service"?**

10 A. I believe that Mr. Henderson's understanding and description of competition is very
11 telling. Competition may indeed take some time to work and stifling the ability of
12 companies offering real choice by means of different technology to the citizens of
13 Missouri is certainly not a productive way of encouraging competition "to work."
14 Furthermore, I strongly believe that Mr. Henderson is much mistaken in his view that
15 competition is merely a race to the bottom. If certain companies are able to provide
16 service faster than MCC is currently able, why would they want to forfeit that market
17 advantage by matching MCC's longer installation interval? In the meantime, those
18 customers who have selected MCC to be their voice carrier have not complained
19 about the installation intervals and are continuing to purchase MCC's voice service
20 presumably because they consider it a value to them. Furthermore, we offer this letter
21 from the City of Springfield, Missouri attached as CC Schedule 3 as evidence that
22 MCC presence in the Missouri markets is seen as a positive development for Missouri
23 consumers.

1
2 **Q. Could you comment on Mr. Henderson’s remarks, on page 11 of his testimony,**
3 **regarding the option of denying MCC’s request, in particular his comment that**
4 **in such an event “Staff’s expectation is that MCC will make certain adjustments**
5 **through its contractual arrangement with Sprint and begin meeting the**
6 **Commission’s service objective”?**

7 A. Mr. Henderson is again exhibiting his mistaken view that MCC’s installation intervals
8 are the result of an arbitrarily negotiated agreement with Sprint. MCC values its
9 customers and wants to have as strong a competitive position as it is able. Therefore
10 it is reasonable to assume, and it is definitely the case, that MCC went to the trouble
11 of requesting a waiver only because it is not able, for operational reasons, to meet the
12 installation interval requirement. The notion that it could meet this requirement after
13 making “certain adjustments through its contractual arrangement with Sprint” is not
14 reasonable. Indeed, Mr. Henderson is quite right when he suggests that were the
15 Commission to attempt to force the company to meet a standard which it is not
16 currently able to meet “we’ll probably be back and have another case with MCC
17 addressing the same issue.”

18
19 **Q. Do you have any comments regarding the option, raised by Staff of conducting a**
20 **rulemaking to revise the Commission’s quality of service rules?**

21 A. MCC continues to support the idea of a rulemaking proceeding by this Commission
22 to address the issue of quality of service rules in light of a changing competitive and
23 technological landscape.

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Q. How would you respond to Mr. Henderson’s comments on page 13 of his testimony questioning the access to and reliability of the information which the customer has regarding MCC’s service?

A. With respect to the installation interval, which is the only issue pertinent to this proceeding (despite Mr. Henderson’s attempts to involve a myriad of ancillary concerns), MCC’s customers are provided accurate information regarding installation time up front at the time they place an order for service. In contrast, Mr. Henderson exhibits the somewhat naïve notion that a customer’s information regarding service comes primarily from the quality of service reports filed with the Commission.

Q. How would you respond to the issues raised by Mr. Henderson regarding MCC quality of service reporting and compliance?

A. I would refer you to the surrebuttal testimony of Mr. Mark Trefry which adequately addresses Mr. Henderson’s specific questions. Generally however, it is important to point out that all of the reporting issues discussed by Mr. Henderson which are not directly related to the five-day installation interval are being improperly raised in this proceeding, the subject of which is solely MCC’s request for a waiver of the five-day installation requirement.

Q. Does that conclude your surrebuttal testimony?

A. Yes.