Exhibit No.:

Issues: Telephone Specific

Witness: William L. Voight Sponsoring Party: MO PSC Staff

Type of Exhibit: Rebuttal Testimony

Case No.: TC-2008-0225

Date Testimony Prepared: January 27, 2009

# MISSOURI PUBLIC SERVICE COMMISSION UTILITY OPERATIONS DIVISION

#### **REBUTTAL TESTIMONY**

**OF** 

WILLIAM L. VOIGHT

SOCKET TELECOM VS. CENTURYTEL

**CASE NO. TC-2008-0225** 

Jefferson City, Missouri January 2009

#### BEFORE THE PUBLIC SERVICE COMMISSION

### OF THE STATE OF MISSOURI

Socket Telecom, LLC v. CenturyTel of	)
Missouri, Inc. d/b/a CenturyTel and	) Case No. TC-2008-0225
Spectra Communications Group, LLC	) Case No. 1C-2008-0223
d/b/a CenturyTel	)

#### AFFIDAVIT OF WILLIAM L. VOIGHT

STATE OF MISSOURI	)
	) ss
COUNTY OF COLE	)

William L. Voight, of lawful age, on his oath states: that he has participated in the preparation of the following Rebuttal Testimony in question and answer form, consisting of 15 pages of Rebuttal Testimony to be presented in the above case, that the answers in the following Rebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true to the best of his knowledge and belief.

William L. Voight

Subscribed and sworn to before me this 27th day of January, 2009.

Notary Public

95.75.75. 95.75.75.

CARLA K. SCHNIEDERS
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: August 25, 2012
Commission Number: 08533187

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## REBUTTAL TESTIMONY

**OF** 

## WILLIAM L. VOIGHT

### SOCKET TELECOM VS. CENTURYTEL

### **CASE NO. TC-2008-0225**

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#### REBUTTAL TESTIMONY

**OF** 

#### WILLIAM L. VOIGHT

#### SOCKET TELECOM VS. CENTURYTEL

#### CASE NO. TC-2008-0225

- Q. Please state your name and give your business address.
- A. My name is William L. Voight and my business address is P.O. Box 360, 200 Madison Street, Jefferson City, Missouri 65102-0360.

#### Q. By whom are you employed and in what capacity?

A. I am employed by the Missouri Public Service Commission as a supervisor in the Telecommunications Department. I have general supervisory responsibility for staff recommendations pertaining to tariff filings, certificate applications, interconnection agreements, and telephone company mergers and acquisitions. In conjunction with other staff persons, I provide staff recommendations on a wide variety of other matters before the Commission including rule makings, complaints filed with the Commission, and Commission comments to the Federal Communication Commission (FCC). My duties have also involved participation as a member of the Commission's Arbitration Advisory Staff, which is comprised of subject matter experts who assist an arbitrator in disputes involving the Federal Telecommunications Act of 1996. Lastly, I participate in and coordinate special projects, as assigned by management. Examples of special projects include Case No. TW-2004-0324, a Study of Voice over Internet Protocol in Missouri, and the Commissioners' Report on Broadband Availability, broadband 2007 analysis and comparison of

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21 22 availability throughout the telephone exchange areas of Missouri. As necessary and appropriate, I also provide assistance to the Commission, upper management, and members of the General Assembly on legislative matters.

#### What is your education and previous work experience? 0.

I received a Bachelor of Science degree with a major in economics from A. Lincoln University in Jefferson City, Missouri. A copy of relevant work history is attached as Schedule 1.

#### Q. Have you previously testified before the Commission?

A. Yes, a copy of previous testimonies is attached as Schedule 2.

#### What is the purpose of your Rebuttal Testimony? Q.

A. My rebuttal testimony is responsive to the various direct and rebuttal testimonies that have previously been filed in this case. Additionally, my rebuttal testimony sets forth the Telecommunications Department Staff (Staff's) recommendation for the Commission in this matter.

#### **Executive Summary of the Staff's Rebuttal Testimony:**

#### Q. Please provide an executive summary of the Staff's rebuttal testimony.

Α. The Commission's order in this case should acknowledge that Socket's position is most reflective of the terms and conditions of the parties' interconnection agreement. In particular, the Commission should rule in Socket's favor regarding traffic measuring methods and indirect traffic. Due to an incomplete record as of this filing, the Commission should determine that it is unable to rule on the billing issues presented in this case, such as those associated with CenturyTel's counter-claim.

Q. There are various instances in your testimony where you make individual references to both CenturyTel and Spectra. Will you please explain the business relationship between the two entities?

A. Yes. My testimony is intended to concur with the description given by CenturyTel witness Susan W. Smith. Ms. Smith discusses the business relationship between CenturyTel and Spectra beginning at line 10, page 2, of her Rebuttal Testimony.

# Q. Mr. Voight, how should the Commission determine the outcome of the issues in this complaint case?

A. In-so-far as is practical, the Commission should determine the outcome of the issues based on a plain reading of the current contract governing the rates, terms, and conditions of the interconnection that exists between the two parties. This contract, a document known as an Interconnection Agreement, was submitted to the Commission pursuant to Case No. TO-2006-0299. However, in the Staff's view, the Commission may very likely find that the contract does not address the issues with enough specificity so as to permit clarity. In such instances, the Commission should then attempt to derive meaning and intent from its June 27, 2006 arbitration decision in Case No. TO-2006-0299 (i.e., the Final Commission Decision). If there is still uncertainty, the Commission may also need to apply its reasoned interpretation of congressional law and other federal matters, such as the many pronouncements of the Federal Communications Commission, as well as various state and federal courts who have acted on the matters presented herein. The Commission may also want to take note of state law, especially that governing pricing of private line circuits, a

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21 22 particular form of which is known as special access circuits. Lastly, the Commission may want to be aware of previous decisions it has made on other matters similar to those presented to it here, although such decisions are not binding on the Commission in the instant matter.

- 0. Socket witness Kohly describes seven issues that require Commission resolution in this case (Kohly Direct Testimony; pages 56 - 59). Do you agree with the way Mr. Kohly has set forth the issues in this case?
- The Staff has read all prefiled testimonies and examined, to the best of our A. ability, what appear to be the issues in this case. Although the Staff generally agrees with how Mr. Kohly has laid out the issues for Commission resolution, the Staff finds certain issue descriptions of both Socket and CenturyTel slightly confusing. In the Staff's view, certain issues become intermingled with other issues to such an extent that a certain blurring occurs. In other instances, Staff finds it nearly impossible to decide its position on some issues (for example, financial issues) until the Commission has ruled on other issues (for example, Point of Interconnection or "POI" issues).

At this point in the case, the Staff does not believe the prefiled testimony record is fully developed, especially in matters regarding CenturyTel's counter-claim for financial damages. Therefore, where we may find it appropriate, the Staff has attempted to frame certain subject matters in a manner we are hopeful will aid the Commission's determination. In addition, it may be beneficial to initially review certain terms used by the parties.

#### Q. What terms do you wish to explain?

A. In my view, it may be beneficial to review three basic terms used by the parties in this proceeding: (1) point of interconnection (or, "POI"), (2) direct interconnection

<sup>&</sup>lt;sup>1</sup> Pursuant to 392.200.8(1) RSMo, customer-specific pricing is authorized for special access circuits, which appear to be a matter of dispute in this case.

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and (3) indirect interconnection. A POI is where two parties exchange traffic at an end-office switch, tandem switch, or some meet-point facility between an end-office switch and a tandem switch.<sup>2</sup> Direct interconnection refers to arrangements where two parties directly exchange traffic versus indirect interconnection, which refers to arrangements where a thirdparty is used to transit traffic between two parties. A POI is a direct interconnection between two parties; however, indirect interconnections will simply have POIs with the third-party.

#### How do these terms relate to Spectra? Q.

A. Socket witness Kohly states that a lack of tandem switches makes it much more difficult and costly for Socket to interconnect directly with Spectra (Kohly Direct Testimony; page 15, line 14). For example, the Spectra exchanges interconnect at tandem switches of either its separate CenturyTel affiliate, or a third-party such as AT&T. Therefore, if a POI is to be established with Spectra, then the POI will either be at a Spectra end-office or wherever Spectra's physical facilities exist. This concept appears to be reinforced by CenturyTel witness Ralph Teasley, who characterizes Spectra exchanges as "islands" (Teasley Rebuttal Testimony; page 5, line 3).

#### Issue Number One – Do the POI thresholds apply to indirect interconnection?

- Q. Please provide a brief description of CenturyTel's and Socket's positions on whether or not POI thresholds apply to indirect interconnection.
- A. CenturyTel clearly believes that POI thresholds apply to indirect traffic (Watkins Rebuttal Testimony; page 3, line 6). Conversely, Socket clearly believes they do not (Kohly Direct Testimony; page 12, line 8).

<sup>&</sup>lt;sup>2</sup> A POI must meet certain criteria such as it must be at any technically feasible point within the incumbent's network and be at least equal in quality to interconnection arrangements provided by the incumbent to itself.

# Q. Which parties' position is most supported by the terms and conditions of the contract?

A. Socket's position is most supported by the contract, and the Commission should decide this issue in favor of Socket. Mr. Kohly is correct: Section 7.1 of Article V of the contract sets out the sole criteria that must be met when the two companies indirectly interconnect. The criteria simply require that each company must have a POI with the third-party. The agreement does not require nor does it establish traffic thresholds for indirect interconnection. Respectfully, the Staff disagrees with CenturyTel witness Watkins' apparent contention that Sub-sections 4.3, 4.3.1, 4.3.3 and 4.3.4 can be read in isolation, as if 4.1 of the same section did not exist (Watkins Rebuttal Testimony; page 4, line 18).

Understandably, CenturyTel attempted to establish a DS-1 traffic threshold for indirect interconnection in Case No. TO-2006-0299. Indeed, as has been pointed out, the Staff supported the idea of establishing a threshold for traffic exchanged via indirect methods (Watkins Rebuttal Testimony; page 6, line 10; Smith Rebuttal Testimony; page 21, line 1). However, the Commission rejected CenturyTel's proposed language and the Staff's support as an attempt to place conditions on Socket's choice of indirect interconnection that are not conducive to federal law (Final Commission Decision, June 27, 2006, page 22).

Q. Both Mr. Kohly of Socket (Kohly Direct Testimony; page 19, line 7) and Ms. Smith of CenturyTel (Smith Rebuttal Testimony; page 17, line 12) discuss the Commission's Final Decision in Case No. TO-2006-0299, yet both come to strikingly different conclusions with respect to the issue of <u>indirect</u> interconnection. How was the issue of <u>indirect</u> interconnection presented to the Commission in that case?

- A. As shown on page 20 of the Final Commission Decision issued on June 27, 2006, the issue presented to the Commission was: Issue 8 Which party's language should be adopted regarding <u>indirect</u> interconnection (emphasis added)?
- Q. Will you please use your own words to summarize the <u>indirect</u> interconnection sub-issues, each party's position on the <u>indirect</u> interconnection sub-issues, and the resulting Commission decision on each <u>indirect</u> interconnection sub-issue, as articulated by the Commission in Case No. TO-2006-0299?
- A. Yes. The Commission's examination of the <u>indirect</u> interconnection sub-issues are set forth on pages 20 to 23 of the June 27<sup>th</sup> document as follows:
- Section 7.1 CenturyTel wanted the contract to reflect each party's *voluntary* willingness to transit traffic from one to the other. Socket wanted the contract to reflect its *choice* to engage in transiting as a form of interconnection.<sup>3</sup> The Commission ruled that Socket's method was most consistent with the contract terms.

Section 7.2 (Proposed) – CenturyTel proposed that this sub-section reflect that transiting traffic should be held to de minimus amounts. Socket proposed no language. The Commission did not accept CenturyTel's proposal, stating that CenturyTel's language was an attempt to place restrictions on Socket that are not conducive to federal law, or the Commission's previous interpretations.

Section 7.3 (Proposed) – CenturyTel proposed that this sub-section reflect certain thresholds on transiting traffic as follows: (1) traffic volumes reach a DS-1 equivalent level, or (2) transiting charges (from the 3<sup>rd</sup> Party) to either party total more than \$500.00. Socket proposed no language establishing a cap on transiting traffic. The Commission did not accept

<sup>&</sup>lt;sup>3</sup> The author considers the terms "indirect interconnection" and "transiting traffic" to be synonymous.

CenturyTel's proposal to establish a cap on the amount of traffic that may be transited between the two parties. Instead, the Commission stated that this matter was already addressed in the Commission's response at Sub-Section 7.2.

Section 7.4 (Proposed) – CenturyTel proposed that this sub-section contain certain restrictions on transiting traffic as reflected in Section 4.4.5 of the contract. Socket proposed no language. The Staff is uncertain as to what precisely CenturyTel was proposing in this subsection. In any regard, the Commission rejected CenturyTel's proposal by stating that the matter had already been addressed in the Commission's response to CenturyTel's language proposal in Sub-Section 7.2.

- Q. What conclusions may be drawn from the above Commission rulings pertaining to <u>indirect</u> interconnection?
- A. Clearly, the Commission's Final Decision contemplates that Socket and CenturyTel/Spectra should exchange traffic by indirect methods. It also appears clear that the Commission rejected attempts to place arbitrary thresholds on the amount of traffic that may be exchanged.
- Q. As you previously mentioned, both Ms. Smith and Mr. Watkins point to the Staff's previous support of thresholds applied to transiting traffic. Has the Staff's opinion evolved since filing the testimony referenced by the CenturyTel witnesses?
- A. The Staff recognizes that the Commission has addressed this matter on more than one occasion, and the Staff is most respectful of the Commission's view points and legal rulings. However, the Staff continues to believe that a carrier's right to interconnect indirectly is not without limits. In this regard, the Staff's views have not moderated. Simply stated, the Commission's historical rulings on transiting traffic appear to have come mostly from

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arbitration proceedings in which the Commission typically chooses language proposed by either side. Often, the Commission is faced with choosing between two proposals that are less than ideal, at least from an overall public policy standpoint.

### Please explain why the Staff believes a carrier's right to indirect Q. interconnection should contain some limitations.

A. As has been pointed out by the company witnesses, (Kohly Direct Testimony; page 12, line 3; Watkins Rebuttal Testimony; page 17, line 12), indirect interconnections impose traffic carrying obligations onto the network of third-party providers. The Staff is concerned that third-party providers are potentially affected by the actions of the Commission and other parties yet, such third-party providers are not permitted an opportunity to provide input into the decision making process.

For example, telephone companies regularly submit interconnection agreements to the Commission for approval. Pursuant to federal law, the Staff regularly makes recommendations to the Commission based on only two criteria: (1) is the Agreement against the public interest and, (2) does the agreement discriminate against a party who was not a party to the agreement? Based on these criteria, the Staff is concerned with policies that may authorize unlimited amounts of traffic being sent to an unsuspecting third-party. Staff's primary concern continues to be the potential for non-recoverable transiting costs that may be imposed on third-party transit providers.

### Q. If the Commission determines POI thresholds should apply to an indirect interconnection, how will such a decision impact the interconnection arrangement?

A. If a POI threshold is met for a particular end-office via an indirect interconnection, Socket will need to either build or lease facilities to that en-office. Leased

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facilities can be provided from a third-party; however, such facilities will be a private line or special access service rather than a transiting service. Regardless of the interoffice facility arrangement. Socket will need to establish an interconnection arrangement at the end-office whereby traffic will be directly exchanged.

#### Q. Can you summarize your recommendation for Issue Number One?

Although I have previously supported and continue to believe POI thresholds A. should apply to indirect interconnection arrangements, the Commission has previously rejected such a position. In this regard, based on this prior Commission decision, along with my review of the existing agreement, POI thresholds do not apply to indirect interconnection arrangements.

Issue Number Two - What is the appropriate methodology for measuring usage to determine if a particular exchange exceeds the applicable POI threshold?

- 0. Please provide a brief description of CenturyTel and Socket's positions on the appropriate method of determining whether or not traffic exceeds the applicable POI thresholds.
- A. CenturyTel uses what may be called an Erlang method and characterizes its method as one involving industry standards. In my view, CenturyTel's position is best described by Mr. Fleming at page 7, line 23 of his Rebuttal Testimony. As stated:

It is unreasonable to assume that the Commission's requirement to use the industry grade of service standard of B.01 can simply be ignored when determining whether or not traffic between Socket and a CenturyTel exchange exceeds a DS1 or 24-channels per 1000 access lines and thus requires an additional POI.

CenturyTel critiques Socket's method as lacking in the total traffic requirements established by both the contract and the Commission's requirements (Fleming Rebuttal Testimony; page 9, line 17), and characterizes Socket's approach as "novel" (Smith Rebuttal Testimony; page 22, line 18).

Socket's view is quite different, in that it uses what may be called a simultaneous call count method. Both Socket witness Turner (Turner Direct Testimony; page 7, line 18) and Kohly (Kohly Direct Testimony; page 7, line 12) testify that the contract requires measuring and utilizing actual traffic volumes which, they insist, CenturyTel's method neglects to do. Socket critiques CenturyTel's method as one of an "estimation technique" (Kohly Direct Testimony; page 11, line 10).

# Q. Which parties' position is most supported by the terms and conditions of the contract?

A. Socket's position is most supported by the terms and conditions of the contract. Socket's method looks at the actual number of calls being made each second. This approach is more consistent with contractual terms requiring an analysis of total traffic at peak.<sup>4</sup> Although CenturyTel witnesses provide a thorough analysis on the history and usefulness detailing the proper method of sizing trunk groups, the testimonies all suffer because they involve methods of estimating, albeit by the use of statistical probability, the necessary quantity of trunks, and fail to reveal the actual amount of traffic occurring. In the Staff's view, CenturyTel's attempt to combine POI requirements in Sub-section 4.X and trunking requirements of Sub-section 11.X of the contract is simply not persuasive. With all

<sup>&</sup>lt;sup>4</sup> For example, Sub-section 4.3.3 of Article V reads: Socket is required to establish an additional POI in a Class I Exchange when the **total traffic** covered by the Agreement it exchanges with CenturyTel to or from an existing POI and a Class I exchange **exceeds**, **at peak** over three consecutive months, a DS1 or 24 channels (emphasis added).

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respect. Mr. Fleming is incorrect when he states that Mr. Kohly has mischaracterized the Commission's order in Case No. TC-2007-0341 (Fleming Rebuttal Testimony; page 8, line 12). In Staff's view, the Commission's rulings in this area reflect a de-emphasis on projected traffic volumes, and an emphasis on actual traffic – a method best reflected by Socket's approach on this issue.

Issue Number 3 – When Socket directly connects with CenturyTel at a single POI, is CenturyTel required to deliver all traffic to the POI?

- Please provide a brief description of CenturyTel's and Socket's positions 0. on whether traffic should be delivered to a single POI.
- A. Sub-section 4.X of Article V of the contract sets forth the process of delivering traffic to a POI, and the process of adding additional POIs. This section also establishes that the POI must be on CenturyTel's (or Spectra's) network and it must be technically feasible. If a POI becomes technically infeasible, CenturyTel (or Spectra) must demonstrate such to the Commission. Other than determining the proper method of counting the traffic traversing a POI, the Staff is somewhat confused as to why this matter may be an issue. From the Staff's perspective, the process of delivering traffic to a POI seems relatively straightforward. Thus, I am unsure why Socket believes this may be an issue.
- Issue Number 4 What network architecture should the parties have in place between **Socket and Spectra?**
- Q. Please provide a brief description of CenturyTel's and Socket's positions on the proper network architecture to be used between Socket's network and Spectra's network.

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Testimony; page 11, line 2).

From my perspective, I found it difficult to summarize CenturyTel's position on whether or not the contract requires or even permits indirect interconnection of traffic traversing between Spectra and Socket exchange areas.

Socket clearly believes it should be permitted to interconnect indirectly with A. Spectra (Kohly Direct Testimony; page 13, line 3).

In reading CenturyTel's testimony, I become confused as to exactly what its position is. For example, at various points in testimony CenturyTel witnesses appear to take the approach that indirect interconnection should not be permitted under any circumstance. For example, Ms. Smith has stated that "[I]ndirect interconnection as currently proposed by Socket does not meet these requirements [of the Act]" (Smith Rebuttal Testimony; page 17, line 7). This approach would appear to require its competitors establish an interconnection point in each Spectra exchange. Indeed, as Mr. Watkins has stated: "Individual exchange POIs attempt to balance the interconnection costs fairly between competitors" (Watkins Rebuttal Testimony; page 6, line 2). From my perspective, such an approach appears little more than an attempt to relitigate matters lost by CenturyTel in prior cases. Clearly, the Commission has consistently ruled that local exchange carriers are required to interconnect both directly and indirectly. Spectra should be no different.

At other points in testimony, CenturyTel seems resigned to accepting that Socket may indirectly interconnect with Spectra. As Mr. Watkins further stated: "Instead, a State Commission can certainly decide, within its latitude to determine the details of interconnection and enforce and interpret agreements, that it is reasonable to require carriers to connect directly or indirectly based on reasoned and distinct criteria" (Watkins Rebuttal

# Q. Which parties' position is most supported by the terms and conditions of the contract?

A. It appears axiomatic that Socket may indirectly interconnect with Spectra, unless Spectra can demonstrate to the Commission that it is technically infeasible to do so. The Commission's order in this case should reaffirm the validity of indirect interconnection between Socket and Spectra.

#### Issue Number Five – How should the billing between Socket and Spectra be resolved?

- Q. As it pertains to Spectra, please provide a brief description of CenturyTel's and Socket's position on how the billing issues should be decided?
- A. CenturyTel has filed a substantial counter-claim against Socket. CenturyTel states that an October 16, 2006 conference call was held in which special access rates were "discussed" and "agreed to" with Socket (Hankins Rebuttal Testimony; page 4, line 18, and page 5, line 5; & Smith Rebuttal Testimony; page 12, line 22). Billing was "transitioned" pursuant to the new contract (Smith Rebuttal Testimony; page 13, line 1).

As of this writing, Socket has not responded to CenturyTel testimony asserting that it (Socket) agreed to the special access billing implemented by CenturyTel and Spectra. However, based solely on direct testimony, it would appear to the Staff that Socket is disputing CenturyTel's contention that it (Socket) agreed to the rates CenturyTel is charging. Indeed, Mr. Kohly has described CenturyTel's actions as unilateral and illegitimate (Kohly Direct Testimony; page 56, line 4).

Q. Which parties' position is most supported by the terms and conditions of the contract?

# Rebuttal Testimony of William L. Voight

A. Neither parties' position is supported by the contract. Until issues involving POIs are resolved (among other matters), it is impossible for the Commission to decide the billing issues in this case. Moreover, pursuant to Sub-section 392.200.8(1) RSMo, customer-specific pricing is authorized for both incumbent local exchange carriers (such as Century-Tel) and alternative local exchange carriers (such as Socket) for the special access circuits which appear to be at issue in this case. From my perspective, CenturyTel has not shown any contract authorizing it to charge the rates which appear to be at issue.

# Issue Number Six - What network architecture should the parties have in place between Socket and CenturyTel?

#### Q. What is the Staff's recommendation on this issue?

A. Our recommendation is the same for Issue Six as that previously stated for Issue Four. Where appropriate, the network architecture should involve both direct and indirect interconnection.

# Issue Number Seven – How should the billing between Socket and CenturyTel be resolved?

#### Q. What is the Staff recommendation on this issue?

A. Our recommendation is the same for Issue Seven as that previously made for Issue Five. Essentially, it will be difficult for the Commission to determine the financial outcome of this case as the record now stands.

### Q. Does this conclude your Rebuttal Testimony?

A. Yes, it does.

#### William L. Voight

#### SUMMARY OF WORK EXPERIENCE

1974 – 1985 United Telephone Company, I began my telephone career on February 4, 1974, as a central office equipment installer with the North Electric Company of Gallion, Ohio. At that time, North Electric was the manufacturing company of the United Telephone System. My duties primarily included installation of all forms of central office equipment including power systems, trunking facilities, operator consoles, billing systems, Automatic Number Identification systems, various switching apparatuses such as line groups and group selectors, and stored program computer processors.

In 1976, I transferred from United's manufacturing company to one of United's local telephone company operations – the United Telephone Company of Indiana, Inc. I continued my career with United of Indiana until 1979, when I transferred to another United Telephone local operations company – the United Telephone Company of Missouri. From the period of 1976 until 1985, I was a central office technician with United and my primary duties included maintenance and repair of all forms of digital and electronic central office equipment, and programming of stored program computer processors. United Telephone Company is today known as **Embarq**.

In 1985, I began employment with **Tel-Central Communications, Inc.**, which at that time was a Missouri-based interexchange telecommunications carrier with principal offices in Jefferson City, Missouri. As Tel-Central's Technical Services Supervisor, my primary duties included overall responsibility of network operations, service quality, and supervision of technical staff. Tel-Central was eventually merged with and into what is today MCI or Verizon.

In conjunction with Tel-Central, I co-founded **Capital City Telecom**, a small business, "non-regulated" interconnection company located in Jefferson City. As a partner and co-founder of Capital City Telecom, I planned and directed its early start-up operations, and was responsible for obtaining financing, product development, marketing, and service quality. Although Capital City Telecom continues in operations, I have since divested my interest in the company.

In 1988, I began employment with **Octel Communications Corporation**, a Silicon Valley-based manufacturer of Voice Information Processing Systems. My primary responsibilities included hardware and software systems integration with a large variety of Private Branch eXchange (PBX), and central office switching systems. Clients included a large variety of national and international Local Telephone Companies, Cellular Companies and Fortune 500 Companies. Octel Communications Corporation was later merged with Lucent Technologies.

#### 1994-Present Missouri Public Service Commission

## William L. Voight

## TESTIMONY EXPERIENCE

Case No. TR-96-28	In the Matter of Southwestern Bell's tariff sheets designed to increase Local and Toll Operator Service Rates.
Case No. TT-96-268	In the Matter of Southwestern Bell Telephone Company's tariffs to revise PSC Mo. No. 26, Long Distance Message Telecommunications Services Tariff to introduce Designated Number Optional Calling Plan.
Case No. TA-97-313	In the Matter of the Application of the City of Springfield, Missouri, through the Board of Public Utilities, for a Certificate of Service Authority to Provide Nonswitched Local Exchange and Intrastate Interexchange Telecommunications Services to the Public within the State of Missouri and for Competitive Classification.
Case No. TA-97-342	In the Matter of the Application of Max-Tel Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.
Case No. TA-96-345	In the Matter of the Application of TCG St. Louis for a Certificate of Public Convenience and Necessity to provide Basic Local Telecommunication Services in those portions of St. Louis LATA No. 520 served by Southwestern Bell Telephone Company.
Case No. TO-97-397	In the Matter of the Petition of Southwestern Bell Telephone Company for a Determination that it is Subject to Price Cap Regulation Under Section 392.245 RSMo. (1996).
Case No. TC-98-337	Staff of the Missouri Public Service Commission, Complainant, vs. Long Distance Services, Inc., Respondent.
Case No. TO-99-227	Application of Southwestern Bell Telephone Company to Provide Notice of Intent to File an Application for Authorization to Provide In-Region InterLATA Services Originating in Missouri Pursuant to Section 271 of the Telecommunications Act of 1996.
Case No. TA-99-298	In the Matter of the Application of ALLTEL Communications, Inc. for a Certificate of Service Authority to Provide Basic Local Telecommunications Service in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive.
Case No. TO-99-596	In the Matter of the Access Rates to be Charged by Competitive Local Exchange Telecommunications Companies in the State of Missouri.
Case No. TO-99-483	In the Matter of an Investigation for the Purpose of Clarifying and Determining Certain Aspects Surrounding the Provisioning of Metropolitan Calling Area Service After the Passage and Implementation of the Telecommunications Act of 1996.

Case No. TO-2001-391	In the Matter of a further investigation of the Metropolitan Calling Area Service after the passage and implementation of the Telecommunications Act of 1996.
Case No. TO-2001-416	In the Matter of Petition of Fidelity Communications Services III, Inc. Requesting Arbitration of Interconnection Agreement Between Applicant and Southwestern Bell Telephone Company in the State of Missouri Pursuant to Section 252 (b)(1) of the Telecommunications Act of 1996.
Case No. TO-2001-467	In the Matter of the Investigation of the State of Competition in the Exchanges of Southwestern Bell Telephone Company.
Case No. TT-2002-129	In the Matter of AT&T Communications of the Southwest, Inc.'s Proposed Tariff to Establish a Monthly Instate Connection Fee and Surcharge.
Case No. TC-2002-1076	Staff of the Missouri Public Service Commission, Complainant, vs. BPS Telephone Company, Respondent.
Case No. TK-2004-0070	In the Matter of the Application of American Fiber Systems, Inc. for Approval of an Agreement with Southwestern Bell Telephone, L.P. d/b/a SBC Missouri, Under the Telecommunications Act of 1996.
Case No. CO-2005-0066	In the Matter of the Confirmation of Adoption of an Interconnection Agreement with CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/ba CenturyTel by Socket Telecom, LLC
Case No. TO-2003-0257	In the Matter of the Request from the Customers in the Rockaway Beach Exchange for an Expanded Calling Scope to Make Toll- Free Calls to Branson
Case No. IO-2006-0086	Application of Sprint Nextel Corporation for Approval of the Transfer of Control of Sprint Missouri, Inc., Sprint Long Distance, Inc. and Sprint Payphone Services, Inc. From Sprint Nextel Corporation to LTD Holding Company.
Case No. LT-2006-0162	In the Matter of Tariff No. 3 of Time Warner Cable Information Services (Missouri), LLC, d/b/a Time Warner Cable.
Case No. TM-2006-0272	In the Matter of the Application for Approval of the Transfer of Control of Alltel Missouri, Inc. and the Transfer of Alltel Communications, Inc. Interexchange Service Customer Base.
Case No. TT-2006-0474	In the matter of McLeodUSA Telecommunications Services, Inc.'s Tariff Filing to Increase its Missouri Intrastate Access Rates.
Case No. TC-2007-0111	Staff of the Public Service Commission of the State of Missouri, Complainant, vs. Comcast IP Phone, LLC, Respondent.
Case No. TC-2007-0341	Socket Telecom, LLC, Complainant, vs. CenturyTel of Missouri, LLC and Spectra Communications Group, LLC, d/b/a CenturyTel, Respondents.

Case No. TC-2007-0307 In the Matter of CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/b/a CenturyTel Tariff Filings to Grandfather Remote Call Forward Services To Existing

Customers and Existing Locations.

Case No. LC-2008-0049 Complaint of Charter Fiberlink-Missouri, LLC Seeking Expedited

Resolution and Enforcement of Interconnection Agreement Terms Between Charter Fiberlink-Missouri, LLC and CenturyTel of

Missouri, LLC.