

Exhibit No. _____
Issues: Article IX: Maintenance; Article XIII: OSS;
Article VI: Performance Measures
Witness: Kurt Bruemmer
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: Socket Telecom, LLC
Case No.: TO-2006-0299
Date: April 6, 2006

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

PETITION OF SOCKET TELECOM, LLC)
FOR COMPULSORY ARBITRATION OF)
INTERCONNECTION AGREEMENTS WITH) **CASE NO. TO-2006-0299**
CENTURYTEL OF MISSOURI, LLC AND)
SPECTRA COMMUNICATIONS, LLC)
PURSUANT TO SECTION 252(b)(1) OF THE)
TELECOMMUNICATIONS ACT OF 1996)

REDACTED REBUTTAL TESTIMONY OF
KURT BRUEMMER ON BEHALF OF
SOCKET TELECOM, LLC

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INTRODUCTION

Q. Please state your name and address.

A. My name is Kurt Bruemmer. My business address is 1005 Cherry Street,
Suite 104, Columbia, MO 65201.

Q. Are you the same Kurt Bruemmer that filed Direct Testimony in this case?

A. Yes.

ARTICLE IX – MAINTENANCE

Issue 1: Should Socket contact CenturyTel to obtain desired information relating to Maintenance matters or should CenturyTel provide the information in advance unsolicited?

CenturyTel Alternative Issue Statement (A): Should Socket contact CenturyTel to obtain desired information relating to maintenance matters or should CenturyTel be required to provide such information in advance and unsolicited?

CenturyTel Alternative Issue Statement (B): How should CenturyTel be required to provide Socket notice of missed repair commitments?

Q. What is the basis for the disagreement on this issue?

A. I believe this issue comes down to a question of parity. CenturyTel witness Ms. Scott explains in her testimony how notifications are sent from the CenturyTel Network Operations Center (“NOC”) to CenturyTel personnel in advance of network maintenance and during network outages. At no time are CenturyTel personnel expected to request information from the repair line to learn of an outage, and they are alerted prior to planned maintenance. This is in contrast to CenturyTel’s position concerning Socket

1 on this issue, which requires Socket to make a call after the outage has already occurred
2 and seek information about its anticipated duration.

3 **Q. How does this treatment fit the definition of parity?**

4 A. It does not. It only puts Socket in parity with a CenturyTel residential customer,
5 which is significantly less than what should be expected.

6 **Q. Ms. Scott points out that mere email notification would not be of any value to Socket**
7 **(Scott Direct at 5). Then why should CenturyTel bother sending it?**

8 A. The notification that is being sent to CenturyTel personnel contains a link to their
9 “Remedy” database. The description of the outage could be included in the notification to
10 Socket or Socket could be provided access to the Remedy data. This would give Socket
11 technicians the same information as CenturyTel personnel. Only then would Socket be at
12 parity with CenturyTel.

13 **Q. How does CenturyTel’s proposal put Socket at a disadvantage in trying to serve its**
14 **customers?**

15 A. It greatly hinders the troubleshooting process during an outage affecting Socket
16 customers. The Socket technician resolving the trouble would have to contact CenturyTel
17 first to determine if there is a network outage affecting the customer or risk performing
18 troubleshooting steps that will cause problems when CenturyTel restores service.
19 Customers, either CenturyTel’s or Socket’s, have the right to be forewarned of a
20 maintenance outage. CenturyTel has the information available to notify its customers of a
21 planned outage. It is a standard industry practice to notify wholesale customers if there is
22 a known outage. Socket gets this information from both Sprint and AT&T.

1 **Q. Does Socket have an issue with CenturyTel's definition of an outage?**

2 A. According to Ms. Scott's testimony, a major service interruption is "defined as an
3 outage of 50 or more customers for 15 minutes or longer." Socket would be comfortable
4 with this outage definition. Accordingly, Socket will modify its proposed contract
5 language at Section 4.1 to include CenturyTel's proposed definition of an outage.

6 **Q. Why is it reasonable to expect CenturyTel to contact Socket when a repair
7 commitment is missed?**

8 A. I am surprised that this is not a standard practice at CenturyTel. When a business
9 is unable to meet a commitment it has made, it is only appropriate to contact the customer
10 with the status. CenturyTel has this information available to relay to its own customers.

11 It is also important to note that this expectation and all expectations concerning
12 ticket statuses are only relevant until an electronic trouble ticket system is in place.
13 Ms. Scott mentions that CenturyTel does not provide this information to its own plant
14 managers. In such case, however, a summary status report such as Socket requests would
15 not be necessary because those plant managers already have access to the information
16 electronically.

17 **Q. Are you concerned about "false alarms" due to the "lag" in the update of the ticket
18 as Ms. Scott describes?**

19 A. It appears to me that the risk of false alarms would be no different under
20 CenturyTel's proposal where Socket would have to call the repair center. Ms. Scott
21 claims that the repair center relies on the information from the Remedy system for
22 updates. If CenturyTel's field technician has not yet electronically updated the ticket, the

1 repair center will also have inaccurate information. Such a lag is possible under both
2 Parties' proposals and is hardly a legitimate reason for adopting CenturyTel's proposal.

3
4 **Issue 2: Must the single point of contact CenturyTel agrees to provide be a person**
5 **or organization separate and apart from CenturyTel's existing repair**
6 **center?**
7

8 **Q. Why does Socket feel the single point of contact for repair reporting and status be**
9 **apart from the existing retail repair center?**

10 A. While I'm sure that CenturyTel technicians may call the retail repair center at
11 times, as Ms. Scott testifies, I believe it is more the exception than the rule - particularly
12 when it comes to high capacity circuits. The reality is that Socket is using interconnection
13 and 911 circuits, and it has been our experience that the personnel in the retail repair
14 center are not familiar with these types of circuits. Tickets on these circuits have to be
15 placed as "Miscellaneous Tickets" in the CenturyTel system because repair center
16 personnel aren't able to find the circuit IDs in their system. Although I don't doubt that
17 CenturyTel field personnel also call the repair center at times, I would suspect that they
18 often use the ticket creation capability available to the NOC as described in Ms. Scott's
19 testimony, especially for the larger types of circuits equivalent to those that Socket most
20 commonly uses. The fact that the retail repair center personnel are only able to open
21 "Miscellaneous Tickets" (due to either training and/or systems) for these types of circuits
22 highlights the fact that the retail repair center is not the typical vehicle for starting a ticket
23 for higher capacity circuits.

24 **Q. Doesn't this issue relate to parity also?**

1 A. Yes. As I mentioned, according to Ms. Scott's testimony, the NOC personnel
2 have the capability of entering tickets directly into the Remedy system. Access to this
3 system or its equivalent by Socket personnel would be needed for parity. The requirement
4 to call a ticket into the repair center only serves to delay the start of a ticket with the
5 personnel who can resolve the issue.

6
7 **ARTICLE XIII – OSS And ARTICLE XV – PERFORMANCE MEASURES**
8

9
10 **Article XIII: Should the Agreement contain an Article addressing Operations**
11 **Support Systems issues?**
12

13 **Article XV: Should the Agreement contain an Article addressing Performance**
14 **Measures and Provisioning Intervals issues?**
15

16 **CenturyTel Issue: What Performance Measures should the Agreement contain?**
17

18
19 **Q. Why are you addressing OSS and performance measure issues at the same time?**
20

21 A. CenturyTel's witnesses have generally commingled the two issues by claiming
22 that CenturyTel's current level of performance is satisfactory and, therefore, there is no
23 need to provide electronic access to CenturyTel's operations support systems.

24 **Q. Does Socket believe that an electronic, automated OSS will improve the service that**
25 **CenturyTel provides to CLECs such as Socket?**
26

27 A. I can only imagine that it would. CenturyTel's reliance on manual processes only
28 lends itself to creating delay and the high likelihood of errors, problems that waste time
29 and energy for both Socket and CenturyTel to resolve and problems that can negatively
30 impact Socket's ability to serve its customers. I would suspect that the existence of an

1 automated OSS is what allows Sprint and AT&T to provision circuits and services faster
2 and provision orders with fewer errors.

3 **Q. Can you give us an example of some of the problems Socket has encountered in**
4 **dealing with CenturyTel's insistence on relying upon manual systems?**

5
6 Yes. One of the frequent problems we face is obtaining accurate Customer
7 Service Record information ("CSR") in the Pre-Order phase.

8 **Q. Can you explain why obtaining a Customer Service Record in a timely manner is so**
9 **important?**

10
11 A. Yes. The CSR is record that contains information identifying the customer (such
12 as business name, billing address and telephone number(s) as reflected in CenturyTel's
13 systems, plus a list of all the services that customer is currently receiving from
14 CenturyTel. This information is critical to a competitor who has won the customer and is
15 assembling an order for UNEs or resold services to provide service to that customer.

16 Inaccurate CSR data makes placing a Local Service Request impossible. If the
17 data on Socket's order does not match the data in CenturyTel's system where CenturyTel
18 places the order, Socket's order will be rejected. Each time this happens, Socket is
19 delayed and the provisioning interval starts over. A reject will occur, for example, when
20 we state the customer's address on an LSR using the address of "8th & Cherry" which the
21 customer may have given us, rather than "801 Cherry Street" which is the address in the
22 billing system. We have learned that the billing address in CenturyTel's own systems
23 often does not match the service address contained in another of CenturyTel's internal
24 systems.

1 We also have experienced numerous instances where even when customer
2 information is placed on an LSR as it is shown on the CSR we received from CenturyTel,
3 it still does not match CenturyTel's internal systems, again resulting in a rejected order.
4 As an example, Socket requested a CSR from CenturyTel for a business customer and
5 provided CenturyTel the main phone number of the business. The CSR came back in the
6 name of the business. Based upon that response from CenturyTel, Socket submitted a
7 service order using the name of the business. The order was rejected on the basis that it
8 contained an invalid end user customer name. Socket then requested a second CSR using
9 the same main phone number. This time, the CSR came back from CenturyTel in the
10 name of the owner of the business. Socket re-assembled its service order for the
11 customer and submitted it a second time to CenturyTel. This time the order was
12 accepted.

13 Receiving an accurate CSR also is important because when Socket wins a
14 customer and the customer says it wants to "have the same services it has now" Socket
15 must identify all of the telephone numbers associated with the main number that the
16 customer currently has when Socket places a Local Service Request. This is problematic;
17 especially with the business customers that we serve, as they may not be able to identify
18 all of the services they currently have or inadvertently fail to remember to tell us about a
19 facsimile line that have.

20 An additional problem arises when a business has added lines and services over
21 time and as they were added, they were placed on a different account by CenturyTel.
22 When Socket requests a CSR, Socket submits that request by providing a telephone

1 number on the request, usually the customer's main line. CenturyTel is supposed to
2 provide Socket the CSR information for all telephone numbers on the same account as
3 the telephone number submitted by Socket. If there are phone numbers on a different
4 account, however, Socket will not get that information with CenturyTel's response to
5 Socket's CSR request. Once one of Socket's technicians realizes that he did not receive
6 all of the information, he must submit another request for a CSR. That will take period of
7 time, another response interval to a CSR request. (The interval the Parties have agreed to
8 in settling their disputes on provisioning intervals is six hours.) During that time,
9 Socket's ability to place an order for service to its new customer is delayed.

10 **Q. Do the agreed upon time intervals place Socket at Parity?**

11
12 A. No. That agreement still does not mean that Socket is receiving pre-order
13 information at Parity with CenturyTel's own systems. CenturyTel's technicians have
14 real-time access to this information so they will instantly have this information. Even if
15 in some cases CenturyTel's information is in paper files, its employees have the
16 advantage of seeing it as soon as it is pulled and the ability to recognize that there may be
17 another account, or different address etc. for the customer record that should be reviewed.
18 Even if a customer's different accounts are not linked in CenturyTel's internal systems,
19 CenturyTel employees will have immediate access to obtain the additional information
20 once they realize there is information missing. Socket has to wait to receive the CSR sent
21 and only knows that something is missing or something more should be tracked down
22 *after* its LSR is rejected.

1 **Q. Did any CenturyTel witness assert that CenturyTel was providing Socket with**
2 **Parity with respect to Pre-Order functionality?**

3
4 A. As I went through the testimony, I did not find such an assertions. I can say that
5 Socket is certainly not receiving this information at Parity, as that term was agreed upon
6 by the Socket and CenturyTel.

7 **Q. Does Socket believe that its resale and UNE orders are currently processed and**
8 **provisioned in Parity with CenturyTel?**

9
10 A. No. I believe that Pam Hankins answers this in her testimony. In her Process Flow
11 diagrams, Ms. Hankins attempts to show that CLEC orders are treated the same as
12 CenturyTel orders. However, the diagram clearly indicates a delay of up to 48 hours at
13 the start of each order. This is referred to as the 'typing interval.' A real-time OSS
14 would not have this delay processing Socket's service orders. The CenturyTel order
15 diagram does not include this interval. This typing interval is currently added to the
16 standard provisioning interval so that, as an example, the time between Socket submitting
17 its order and CenturyTel provisioning a UNE Loop is actually 17 business days instead of
18 15 business days. This problem exists for both simple and complex orders. In the
19 example Ms. Hankins gives in her testimony for an "order for a line where facilities work
20 is required, the time from entry of the order into CenturyTel's Ensemble billing system
21 until the line is provisioned is the same, three (3) days, for both retail and wholesale
22 orders,"¹ the *real* interval for an equivalent order from Socket is five days. I don't know
23 of any definition of parity that this situation satisfies.

¹ Direct Testimony of Pam Hankins at 26, lines 8-10.

1 When this ICA is approved and goes into effect, the ‘typing interval’ will be
2 removed from the process. The Parties have just reached agreement on intervals that
3 eliminate this two-day discrepancy in treatment of Socket’s orders. This does not bring
4 us to ‘Parity’ as the rest of my testimony reveals, but it is certainly a step in the right
5 direction.

6 **Q. What about Access Orders?**

7
8 A. Again, Ms. Hankins’ testimony and flow charts attempt to show that Socket’s
9 orders are treated the same as a CenturyTel order. Apparently she is not aware that
10 Socket’s Access Orders are often treated to a “regulatory review.” This is an
11 undocumented portion of CenturyTel’s process that we are unsure who is performing or
12 what is involved. The length of time this review consumes is usually measured in weeks.
13 Contrary to Ms. Moreau’s testimony regarding Article XV that: “Orders for
14 interconnection trunks are seldom, if ever, immediately an issue to an efficient CLEC’s
15 performance,”² the reality is that waiting weeks to get an FOC on an interconnection
16 order has significantly hampered our efforts to serve our customers in the past. I would
17 say the need for interconnection trunks to be timely provided is more acute for a growing
18 CLEC.

19 This will also be a direct function of the number of POIs that Socket is required to
20 establish. If Socket is required to establish a POI in every Local Calling Area, each new
21 customer we add may create the need to add new interconnection facilities. If, however,
22 Socket is required to establish a single POI per LATA as contemplated by the FCC’s

² Direct Testimony of Maxine L. Moreau at 59, lines 8-9.

1 rules, this will be much less problematic, as the addition of a single customer may not
2 have much of an impact on the need for additional interconnection facilities since those
3 facilities are spread across a larger customer base.

4 **Q. Why do you feel there is such disagreement between Ms. Hankins' testimony and**
5 **yours over whether this meets the parity requirement?**

6
7 A. Excellent question. I think there are two reasons. I believe the first is that Ms.
8 Hankins is obviously unaware of the delays in the ordering processes as they exist for
9 Socket. I would think it would be pretty difficult to declare that the processes that apply
10 to Socket are in parity with CenturyTel's for its own operations if one were aware of
11 CLEC-specific delays that are sometimes weeks long in getting an order entered in
12 CenturyTel's internal systems. So I assume she is not aware of this.

13 Second, I feel that the definition of parity changes depending on the question
14 asked of the witness. At the beginning of Ms Hankins' testimony addressing Article XII
15 of the ICA she defines parity as "the provision of access to Socket that is equal to the
16 level of access that we provide ourselves, our customers, or our affiliates, in terms of
17 quality, accuracy, and timeliness."³ But, when declaring that CenturyTel is meeting the
18 parity requirement she states, that: "One can only conclude that CenturyTel provisions
19 orders in parity with its own customers' orders."⁴

20 **Q. How does this relate to Socket's need for an electronic OSS?**

21 A. The delays mentioned help highlight the detriment in working with substandard
22 systems and processes. They also show how as long as CLECs depend on manual

³ Direct Testimony of Pam Hankins at p.24, lines 21-23.

⁴ P. Hankins Direct at p.30, lines 5-6.

1 CenturyTel processes there will always be difficulty in achieving parity; particularly
2 CenturyTel's moving definition of parity.

3 **Q. Parity aside, CenturyTel witness Maxine Moreau claims in her testimony that**
4 **Socket has not demonstrated a need for an improved OSS or for many of the**
5 **performance measures it is proposing that involve the ordering process. What is**
6 **your response?**

7
8 A. It is my belief that Ms. Moreau is not familiar with the relationship Socket has
9 had with CenturyTel up to this point. This would be expected as she has only been in her
10 position since January and, to my knowledge, has never been involved in any previous
11 discussions with Socket. Also, like Ms. Hankins, her direct testimony reveals her
12 unfamiliarity with the situation. Ms. Moreau mentions that CenturyTel provides a web
13 interface to accept LSRs for Customer Service Records when in fact we were instructed
14 by Carrie Patrick *not* to use the web site for that purpose. Attached to my testimony are
15 Ms. Patrick's email and attachment instructing Socket how to use and get access to the
16 web site. (See KB-1 and KB-2.) Ms. Moreau also states that CenturyTel can provide
17 billing information "online via CenturyTel's 'My Account' application."⁵ This was never
18 given as an option to Socket until late in the arbitration.

19 Ms. Moreau claims that "CenturyTel's existing systems have not been proven to
20 be 'broken.'"⁶ I am not sure what type of proof Ms. Moreau thinks we need to provide.
21 We have previously raised our concerns about CenturyTel's performance on several
22 occasions. Since CenturyTel has yet to implement any type of wholesale performance

⁵ Moreau Direct at 13, lines 3-4.

⁶ Moreau Direct at 23, lines 22-23.

1 measures, it is certainly not in a position to demonstrate that it is providing service at
2 Parity.

3 Ms. Moreau also repeatedly claims in her direct testimony on Article XIII and her
4 direct testimony on Article XV that Socket is receiving good service or that Socket has
5 not demonstrated a need for performance measures. I disagree. I assume that in the
6 absence of direct knowledge Ms. Moreau may be referring to the information that was
7 submitted to Socket in response to Socket Data Request 14. That response was a table
8 showing order dates, due dates, and completion dates, and I can understand how a person
9 looking only at this data could easily be convinced that CenturyTel's performance has
10 been satisfactory. However, that data comes from a source that does not tell the whole
11 story. It is very important to recognize that the data that exists in the CenturyTel Internet
12 Services Customer Portal where Socket places LSRs does not keep any order history.
13 When an order is changed or supplemented, the previous versions of the order that were
14 submitted to CenturyTel simply cease to exist and no changes are logged.

15 Thus, if Socket supplements a service order because it was placed in jeopardy
16 status, the supplemental order overrides the initial order. The data reported shows the
17 supplemental order date and completion date and it looks like the due dates have been
18 met when in truth the due date was missed. Matching order dates with due dates in the
19 records kept in this data repository does not begin to tell the real story of the troubles
20 Socket has experienced with placing orders and getting them provisioned on time, as
21 requested.

1 **Q. Can you elaborate on the problems with using the data in the Internet Services**
2 **Customer Portal as an indicator of CenturyTel's performance?**

3
4 A. Many of the problems Socket experiences are caused by the inability to obtain
5 CSR data in a timely manner or to obtain accurate CSR data. I have some examples to
6 explain what I mean.

7 Order No. 439684068 was rejected as unworkable on the day of the number port
8 because there were services related to the customer account that were not accounted for
9 on the order. However, those services were not reflected on either the CSR CenturyTel
10 provided to Socket or on the customer's bill from CenturyTel. Although CenturyTel
11 rejected the number port order, the customer's telephone numbers were still taken out of
12 service on CenturyTel's switch resulting in a two-hour service outage while our
13 technician worked with CenturyTel to get service restored.

14 Order No. 440923838 was worked on the correct date but the telephone numbers
15 were not routed correctly in the CenturyTel switch until three hours after the scheduled
16 time of the port.

17 Order 441873448 required that Socket submit two versions of the service order
18 and provisioning was delayed a week because the customer had moved locations. Socket
19 submitted the order the first time with the customer's correct, new address but that
20 information was not reflected in all of CenturyTel's systems and it was rejected. To get
21 the order through the ordering process, it had to be submitted a second time, this time
22 with the customer's old address.

1 Order No. 438016228 shows on the list as still being unworkable but it was in fact
2 completed on 12/9/05 although the due date was 12/8/05.

3 Order 438076608 was rejected due to an unannounced change in CenturyTel's
4 policy. Previously, telephone numbers not being ported when a customer moved to
5 Socket could be left with CenturyTel by putting a notation on the order that said 'leave all
6 other numbers as is.' This way of handling non-porting telephone numbers was changed
7 to require an explicit statement as to what was to be done with each number. Socket has
8 no problem with the new policy, had proper notice been received and if CenturyTel
9 would recognize that it can be difficult for CLECs to identify and provide explicit
10 instructions for each and every telephone number a customer has without access to
11 accurate CSRs. As it happened, the change in policy occurred with no notice to Socket
12 and the result was a delay in processing this customer's order.

13 These are just examples that I identified by looking through about 15-20 orders
14 for service that Socket placed. Ms. Moreau says that she does not believe CenturyTel's
15 performance in providing service to wholesale customers is any worse than AT&T
16 Missouri's. I can say that as someone who has been personally involved in placing
17 orders, porting numbers, and resolving customer problems on Socket's behalf with both
18 ILECs that I estimate that there are at least five to ten times the number of problems on
19 our CenturyTel orders as there are on our AT&T and Sprint orders combined, and the
20 order volume is probably lower for CenturyTel.

21 I also need to point out another big problem with relying on the list CenturyTel
22 provided in response to Socket's Data Request No. 14 that asked CenturyTel to provide

1 quality of service information and that is that CenturyTel's data does not take into
2 account the due time on a number port order. We estimate that 40-50% of the telephone
3 number ports have service issues primarily related to either the time of the cut over being
4 wrong or the telephone numbers not being taken out of the CenturyTel switch with the
5 result that local calls do not reach the customer's new circuit. It can then take several
6 hours to get the problem corrected for our customer, who is understandably frustrated that
7 local calls are not getting through. What is even more disappointing is that most of our
8 number porting orders have been coordinated hot cuts, which is a process considered by
9 most of the telcom industry to mean that the number port only occurs while a technician
10 from the losing carrier is "live" on the telephone with a technician from the winning
11 carrier.

12 **Q. Does this performance by CenturyTel hurt Socket's ability to serve its customers?**

13
14 A. Absolutely. Our customers are businesses that rightfully become very angry when
15 their telephone service is not working due to number porting problems. Having this
16 problem creates a negative feeling towards our service from the very beginning of our
17 relationship with them.

18 Also, the lack of real-time CSR information and accurate CSR information creates
19 numerous delays in getting Socket's service order for a customer accepted, a situation
20 which happens with such frequency that it makes it difficult for us to give customers any
21 kind of firm order date. And, the abnormally large number of orders that go to jeopardy
22 status late in the order process causes constant schedule changes that negatively affect

1 our ability to efficiently assign resources and cause our customers difficulty in
2 coordinating their business operations with the installation schedule.

3 Based on the percentage of Socket's orders that CenturyTel states are complex
4 orders * * * **CONFIDENTIAL** ***** **END CONFIDENTIAL** * * * and the percentage
5 of complex orders that CenturyTel performs meets the due date* * * **CONFIDENTIAL**
6 ***** **END CONFIDENTIAL** * * * Socket would average below the Public Service
7 Commission's threshold of 90% of orders being installed by the due date if it were not for
8 the number of Socket orders placed with Sprint and AT&T that bring up the average
9 installed by due date number overall.

10 **Q. CenturyTel proposes a PM that 95% of Socket's orders be entered correctly. What**
11 **problems do you foresee with this proposal?**

12
13 A. Again, I see the biggest problem with this proposal as being the inaccurate
14 Customer Service Record ("CSR") data that makes placing an Local Service Request
15 "LSR" order a lot like playing a slot machine as order will be rejected if the data on the
16 LSR does not match the information contained on CenturyTel's internal systems. This
17 particular Performance Measurement is particularly troublesome because it puts in place
18 a system where CenturyTel is judge and jury of what orders are successful. It has been
19 our experience with all of the LECs that people reviewing orders interpret the standards
20 differently.

21 **Q. Have you had a chance to review CenturyTel's cost estimate for developing an**
22 **electronic, automated OSS system?**

23
24 A. Because of the time constraints -- the cost information was presently only recently
25 and there is limited detail in the specifications -- I have only been able to conduct a

1 cursory review. That review certainly raised concerns about the credibility of the
2 estimate. For example, CenturyTel's lists a * * * **CONFIDENTIAL** ***** **END**
3 **CONFIDENTIAL** * * * server in its estimate and shows a cost for that server of
4 *****CONFIDENTIAL** ***** **END CONFIDENTIAL** * * * . I was able to find
5 that identical server with CenturyTel's provided specifications available at a current cost
6 of * * * **CONFIDENTIAL** ***** **END CONFIDENTIAL** * * * .

7 Every other server listed in the estimate is no longer in production. If a
8 particular server were needed, refurbished ones are available at a fraction of the cost of
9 what is shown in Ms. Wilke's estimate. For example, CenturyTel's estimate includes a
10 HP 8410 server at cost of \$346,000, A refurbished is available and would cost \$73,000.
11 The three E420 servers included in CenturyTel's estimate were listed as costing \$50,000
12 each. These were taken out of production in 2003. Refurbished ones are available for
13 less than \$2,500 a piece.

14 Clearly, this outdated estimate raises serious concerns and certainly should not be
15 use for any type of cost recovery.

16 **Q. Does this conclude your Rebuttal Testimony?**

17 **A.** Yes.