

Exhibit No.:

Issues: Disputes

Witness: Dayna D. Garvin

Sponsoring Party: MCImetro Access
Transmission Services, LLC,
Brooks Fiber
Communications of Missouri, Inc.
and Intermedia Communications, Inc.

Type of Exhibit: Direct Testimony

Case Nos.: LC-2005-0080

MCImetro Access Transmission Services, LLC
Brooks Fiber Communications of Missouri, Inc.
and Intermedia Communications, Inc.

DIRECT TESTIMONY

OF

DAYNA D. GARVIN

CASE NO. LC-2005-0080

JANUARY 7, 2005

STATE OF California)
COUNTY OF Contra Costa) SS.

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

MCImetro Access Transmission Services, LLC,)
Brooks Fiber Communications of Missouri, Inc.,)
and Intermedia Communications, Inc.,)

Case No. LC-2005-0080

Complainants,)

vs.)

CenturyTel of Missouri, Inc.,)

Respondent.)

AFFIDAVIT OF DAYNA D. GARVIN.

COMES NOW Dayna D. Garvin, of lawful age, sound of mind and being first duly sworn, deposes and states:

1. My name is Dayna D. Garvin. I am Senior Manager of Carrier Agreements, West Telco Line Cost Management for MCI.

2. Attached hereto and made a part hereof for all purposes is my direct testimony in the above-referenced case.

3. I hereby swear and affirm that my statements contained in the attached testimony are true and correct to the best of my knowledge and belief.

Dayna D. Garvin

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 10th day of January, 2005.

Sherry Bennett
Notary Public

My Commission Expires: June 9 2005



1 **Q. Please state your name.**

2 A. My name is Dayna D. Garvin.

3 **Q. By who are you employed?**

4 A. I am employed by MCI.

5 **Q. What is your position with MCI?**

6 A. I am Senior Manager of Carrier Agreements, West Telco Line Cost Management.

7 **Q. What is your current business address?**

8 A. My business address is 2175 North California Boulevard, Suite 700, Walnut Creek, CA.
9 94596.

10 **Q. Please describe your employment history.**

11 A. I spent 11 years with an incumbent local exchange carrier (ILEC) then known as Pacific
12 Bell in San Francisco, CA in both the Sales and Marketing departments. My last job at
13 Pacific Bell was Director of Access Product Marketing, Industry Markets, responsible
14 for planning Access Restructure for Pacific Bell, which involved reviewing current
15 switched and special access cost structure to determine Pacific Bell's proposed changes
16 to current price cap regulation and concomitant impact to wholesale IXC services. This
17 also included recommendations on changes to the internal network design based on
18 changes in Access charge regulation. In 1996, I went to work for a competitive
19 local exchange carrier (CLEC) named Metropolitan Fiber Systems ("MFS") in Chicago
20 as an independent consultant regarding local collocation issues, which involved the

1 placement of CLEC facilities in ILEC local offices for purposes of interconnection and
2 exchange of traffic. In 1997, I joined MFS in San Francisco as Director of Local Services
3 Delivery, negotiating rights of way for MFS local network expansion, and implementing
4 the MFS local interconnection agreements with Pacific Bell. Since 1997 I have been
5 employed by MFS, and after MFS was acquired in 1997 by WorldCom and after
6 bankruptcy reorganization in 2003 by MCI. During that time, I have had responsibility
7 for local contract and interconnection agreement negotiations for the Western Region
8 with Southwestern Bell Telephone Company ("SWBT"), Pacific Bell, Southern New
9 England Telephone Company ("SNET") (collectively, now SBC) and U S West (now
10 Qwest).

11 **Q. What are your current duties for MCI?**

12 A. Since 2003, I have had primary responsibility for interconnection agreement negotiations,
13 amendments and issue resolution involving Verizon (consisting of former Bell Atlantic
14 and GTE states) nationwide, in addition to continuing oversight of local contract issues,
15 negotiations and amendments with Qwest which I have been responsible for since 1998.
16 In 2003, my organization was given responsibility for local interconnection issues,
17 including negotiations with various independent ILECs (meaning ILECs not associated
18 with the companies that originated from the break-up of the Bell system), including
19 CenturyTel and Valor. In addition, as Senior Manager for Carrier Agreements, I remain
20 informed about the status of interconnection negotiations, Statements of Generally
21 Available Terms ("SGATs" or "Statements"), and arbitrations for MCI nationwide.

1 **Q. Please describe your educational background.**

2 A. I attended both the University of Southern California and the University of Hawaii, where
3 I attained a Bachelor of Science degree and continued with Graduate school specializing
4 in Education.

5 **Q. What is the purpose of your testimony?**

6 A. As Senior Manager responsible for negotiations regarding Interconnection Agreements,
7 my testimony concerns MCI's efforts to implement terms of the interconnection
8 agreements between MCI/Intermedia and MCI/Brooks with CenturyTel of Missouri and
9 the dispute that has developed regarding those efforts that needs to be resolved by the
10 Commission in this proceeding.

11 **Q. What is the nature of the dispute between MCI and CenturyTel that is the subject of**
12 **this proceeding?**

13 A. MCI has been making use of retail COBRA (central office based remote access)
14 arrangements with CenturyTel in order to make it possible for its ISP (internet service
15 provider) customers to be locally dialed by end users in CenturyTel local calling areas
16 seeking to use the internet. MCI has developed a new V.92 network that makes it
17 possible to facilitate such internet communications, with enhanced capabilities, over
18 CLEC interconnection facilities. CenturyTel has thrown up a variety of obstacles in the
19 path of MCI's efforts to migrate the traffic from the COBRA arrangements to
20 interconnection facilities. These obstacles include:

21 - pretending that the parties' interconnection agreements do not exist;

- 1 - ignoring provisions of the interconnection agreements that explicitly provide for
- 2 exchange of ISP-bound traffic over interconnection facilities;
- 3 - making up unnecessary administrative steps;
- 4 - threatening to terminate COBRA arrangements to disrupt service;
- 5 - arguing that ISP-bound traffic is subject to access charges;
- 6 - purporting to terminate interconnection agreements contrary to their provisions
- 7 and contrary to commitments made to this Commission in the
- 8 course of the acquisition of the GTE/Verizon exchanges;
- 9 - requiring MCI to obtain unnecessary NXX codes; and
- 10 - arguing that the ISPs cannot retain their telephone numbers.

11 CenturyTel's opposition has been ever-changing, so it is hard to say for certain whether it
12 has totally abandoned any of these "grounds" for refusing to interconnect with MCI.
13 Moreover, it would be too predictable for it to make up new arguments by the time it files
14 its rebuttal testimony. But at bottom, except for some facilities that CenturyTel provided
15 early on in the course of dealings that has led to this proceeding, CenturyTel has refused
16 to provide the interconnection facilities that MCI has requested. As a result, MCI has in
17 large part been unable to accomplish its plans of moving the traffic from the COBRA
18 arrangements to its new V.92 network in order to meet customer demand.

19 **Q. Who else provides direct testimony for MCI in this matter?**

20 A. In addition to my testimony, MCI witness John Anderson describes the COBRA
21 arrangements and MCI's new V.92 network, MCI witness Darren Dickson provides
22 details regarding CenturyTel's rejection of MCI requests for interconnection and

1 accompanying porting of telephone numbers, and MCI witness John Monroe provides
2 background information regarding the parties and their interconnection agreements and
3 the Commission's jurisdiction over this dispute.

4 **Q. When did MCI's discussions with CenturyTel of Missouri regarding these matters**
5 **begin?**

6 A. I had preliminary discussions with Guy Miller of CenturyTel in October of 2002.

7 **Q. What did you discuss with Guy Miller in those preliminary discussions?**

8 A. First, I sought to gain concurrence that both Brooks and Intermedia held valid
9 interconnection agreements with CenturyTel of Missouri. As discussed in greater detail
10 by MCI witness John Monroe, both Brooks and Intermedia had adopted the contract
11 between ICG and Verizon of Missouri with Commission approval in August of 2002, and
12 in connection with its Commission-approved acquisition of Verizon's Missouri assets in
13 September 2002 Century had committed to the continued validity of any Verizon contract
14 with a CLEC until negotiation of a new contract. Guy Miller on October 25, 2002, in an
15 email response to me, agreed that these MCI subsidiaries had valid interconnection
16 agreements with CenturyTel of Missouri. A copy of this email is attached hereto as
17 Schedule DG-1. He had contemporaneously provided me with the name of Craig Brown,
18 one of Century's local engineers, for MCI to contact for assistance in network
19 interconnection.

1 **Q. What happened next?**

2 A. I provided the contact information to Darren Dickson of MCI Network Planning, who
3 testifies in this case that he initiated discussions with CenturyTel to obtain local
4 interconnection trunking in February 2003. However, upon being told by CenturyTel that
5 such discussions could not proceed and that Guy Miller needed to be contacted regarding
6 the use of the facilities to carry ISP-bound traffic, Mr. Dickson called me back. I
7 contacted Guy Miller again to remind him that our Brooks and Intermedia contracts
8 expressly allowed MCI to interconnect with CenturyTel for the purpose of exchanging
9 ISP-bound traffic over the interconnection trunk groups. Meanwhile, I instructed Mr.
10 Dickson and Network Planning to continue to pursue interconnection and the related
11 porting of numbers.

12 **Q. What is this ISP-bound traffic?**

13 A. It consists of internet communications from residential and business end users,
14 originating on a dial-up basis, delivered to their ISP's internet service system so the end
15 users can access databases or websites.

16 **Q. What are interconnection facilities?**

17 A. They are telecommunications facilities that enable ILECs and CLECs to exchange traffic
18 between their customers.

1 **Q. Can you identify provisions of the interconnection agreements that demonstrate that**
2 **MCI and CenturyTel of Missouri have agreed to exchange ISP-bound traffic over**
3 **interconnection facilities?**

4 A. Yes. The existing and identical interconnection agreements between CenturyTel and
5 Brooks and Intermedia contain many explicit terms regarding the exchange of ISP-bound
6 traffic including cites to the FCC Internet Order (or ISP Remand Order).¹ For example,
7 ISP- bound traffic is a defined term. (Definitions, section 2.54). Likewise, in the
8 Interconnection Attachment of the agreement, Sections 2.2 and 3.2.2, ISP traffic is
9 defined as a traffic type, along with reciprocal compensation and intraLATA toll traffic,
10 specifically allowed to be exchanged over interconnection trunks. Traffic Measurement
11 and Billing for such traffic is explicitly contemplated in Section 6 of the Interconnection
12 Attachment. In Section 6.2 of this same attachment, compensation for ISP-bound traffic
13 is defined by the use of the FCC Internet Order. The FCC Internet Order is also cited in
14 section 8.1, as governing the identification of ISP-bound traffic for the purposes of
15 intercarrier compensation. In section 8.5.1 of this same attachment, interconnection
16 points for ISP-Bound traffic, for the purposes of interconnection trunking, are specifically
17 cited as the same points for reciprocal compensation traffic.

18 **Q. Did Mr. Miller agree with you that the agreements require CenturyTel to exchange**
19 **ISP-bound traffic over interconnection trunks with MCI?**

20 A. Yes, in his response to a letter dated November 6, 2002 that I sent to him, pointing out

¹ Order on Remand and Report and Order, In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, CC Dockets 96-98, 99-68 (Adopted April 18, 2001, Released April 27, 2001).

1 the specific sections of the agreement that allowed exchange of ISP-bound traffic, Mr.
2 Miller responded on Nov. 13, 2002 that CenturyTel would honor the specifics of the
3 Verizon agreement we had adopted. However, despite appearing to acknowledge that
4 exchange of ISP-bound traffic was indeed allowed by the interconnection agreement, Mr.
5 Miller stated that CenturyTel was nonetheless opposed to our planned migration of
6 traffic. Copies of this correspondence are attached hereto as Schedules DG-2 and DG-3.

7 **Q. Does CenturyTel even have any right under the interconnection agreements to delay**
8 **its provisioning of interconnection facilities in order to discuss MCI's plans for the**
9 **use of such facilities?**

10 A. No. The agreements do not authorize CenturyTel to delay the provisioning process for
11 such discussions, much less to refuse to provision the facilities.

12 **Q. What came of MCI's continuing efforts to obtain the interconnection facilities that**
13 **you mentioned?**

14 A. As Mr. Dickson testifies, CenturyTel did initially provision some interconnection trunks
15 and port some telephone numbers for us in Branson in late 2003 and early 2004. But in
16 other contexts, including in Alabama, both before and after such provisioning, it was still
17 letting us know that it had objections.

1 **Q. What happened next?**

2 A. As Mr. Dickson testifies in this case, in the first quarter of 2004, MCI Network Planning
3 requested CenturyTel to work on processing of interconnection trunk orders to establish
4 interconnection in Columbia, Missouri, and the related porting of numbers. Additionally,
5 MCI submitted orders to arrange for the augmentation of trunk groups for Branson,
6 Missouri, necessitating additional interconnection trunking and porting of more numbers.
7 CenturyTel refused to work any of these orders. Mr. Dickson contacted me, and asked
8 for escalation of these issues. Under my supervision, Carrier Management, through
9 Norbert White, proceeded to escalate these issues. Norbert placed several calls to Susan
10 Smith, Director for CenturyTel but received no response. I contacted Guy Miller and
11 Susan Smith several times by email starting May 26, 2004 and explained our desire to
12 move these interconnection orders quickly and cited the terms of the existing
13 interconnection agreements, once more, that allow MCI to exchange ISP-bound traffic
14 over interconnection facilities. I told them that CenturyTel personnel were refusing to
15 process the orders and were asserting that our service was not "dial tone service". Copies
16 of this email are attached hereto as Schedule DG-4.

17 **Q. What was Mr. Miller's response?**

18 A. Mr. Miller sent me an email on June 2, 2004 indicating that Susan Smith of his staff
19 would call Norbert. Susan also left me an email on June 2, 2004 indicating that she
20 would call me. She stated "there is a problem that this order is contrary to your
21 Intermedia Agreement that we need to discuss." She was referring to our orders for
22 Columbia. Copies of these emails are included in Schedule DG-4.

1 **Q. What did you do next?**

2 A. On behalf of MCI (both Brooks and Intermedia), I sent Notices of Dispute to CenturyTel
3 on June 4th of 2004. CenturyTel acknowledged receipt in writing. Copies of these letters
4 are attached hereto as Schedule DG-5.

5 **Q. How did CenturyTel respond to your Notice of Dispute?**

6 A. Guy Miller responded on June 11, 2004 stating that "the heart of the dispute is that the
7 provisioning of these trunks still does not comply with all of the terms of the agreement".
8 He did not explain his position. He instead provided in his email the terms of the newly
9 revised COBRA contract terms that he asserted would result in all COBRA arrangements
10 being terminated if port capacity was changed in any way. In other words, he appeared to
11 be trying to discourage MCI from proceeding with its interconnection plans by asserting
12 that all the existing COBRA arrangements would have to remain in place until all traffic
13 migration was completed, instead of being eliminated calling area by calling area. He
14 also suggested that CenturyTel would be willing to install the numbers of trunks required
15 if MCI would agree to an associated Percent Local Usage (PLU) of zero (0). PLUs are
16 required for billing purposes where traffic jurisdiction is not easily identified. Local
17 traffic percentage is to be mutually agreed upon by the Parties. A copy of this email
18 exchange is attached hereto as Schedule DG-6. I had indicated that MCI would agree to
19 use an initial PLU of 0, solely in order to eliminate yet another baseless CenturyTel
20 obstacle, with the intention of resolving this point later. But when I indicated that this
21 was a possibility, Mr. Miller and his staff asserted that we would then need to order

1 Access trunk groups (Switched Access) to support the migration of the COBRA traffic, in
2 essence contravening our ability to install interconnection facilities and attempting to
3 force us to pay Access charges.

4 **Q. Did MCI agree to proceed with substitution of access services for the**
5 **interconnection facilities that it had ordered?**

6 A. No.

7 **Q. Why not?**

8 A. Because the traffic that MCI intends to exchange over the interconnection trunks is
9 clearly allowed over interconnection trunk groups per the interconnection agreement, as
10 pointed out above. By the definition in the interconnection agreement, of allowable
11 traffic types over “local interconnection trunk” groups, ISP-bound traffic meets the
12 criteria. As defined in the FCC Internet Order, the FCC has ruled that ISP traffic is
13 considered a valid traffic type and, per its more recent CoreComm decision, it is
14 compensable at FCC ISP rates. The FCC has made it clear that such traffic is not subject
15 to access charges. In addition to its Internet Order, the FCC has also ruled that the correct
16 method for rating traffic is by use of the assigned telephone numbers rather than
17 geographic locations.² As a result, CenturyTel's demands regarding PLUs were
18 nonsensical and its assertion that access charges would apply was contrary to FCC orders
19 and, therefore, contrary to the contract provisions as well. The FCC has never defined
20 compensation of ISP traffic to be based on access charges.

² Memorandum Opinion and Order, CC Docket No. 00-218, para. 301-03 (July 17, 2002).

1 **Q. What would have happened if MCI had agreed to Mr. Miller's demands?**

2 A. MCI would have had to pay for existing COBRA arrangements in addition to Switched
3 Access charges based on Mr. Miller's assertion that Access trunking was required, more
4 than doubling the cost of providing existing customers with the same service.

5 **Q. What happened next?**

6 A. Negotiations regarding dispute resolution were held on June 22, 2004. Susan Smith and
7 Calvin Simkins represented CenturyTel. John Monroe and I represented MCI.
8 Negotiations were held via conference call. CenturyTel now asserted that the involved
9 telephone numbers could not be ported under the FCC LNP rules as MCI wanted,
10 because CenturyTel contended that the customers were located outside of the local
11 calling area. They argued they were not able to honor MCI's interconnection trunking
12 orders because of the LNP issue they were raising.

13 **Q. Were CenturyTel's assertions regarding LNP a legitimate basis on which to refuse**
14 **to provision the interconnection facilities?**

15 A. No. In fact, we would still want the facilities even if the numbers would not be ported.
16 But that would mean ISPs and their customers would have to use new telephone numbers
17 for no legitimate reason.

18 **Q. Does MCI agree with CenturyTel's assertions regarding LNP?**

19 A. No.

1 **Q. Why not?**

2 A. The short answer is that the FCC has on several occasions, including in the Internet
3 Order, ruled that all LECs, both ILECs and CLECs, must allow ISPs to purchase local
4 business services as if they were end users. Part of local service is having a telephone
5 number, including the right to retain that number when changing providers.

6 CenturyTel's current argument boils down to the erroneous assertion that if an ISP
7 changes providers, and in the process ceases to use a network that employs CenturyTel
8 modems located in CenturyTel's central office and instead uses a network that includes
9 MCI enhanced modems that are not physically present in the calling area, then the ISP
10 has changed its physical location and is not entitled to preserve its telephone numbers
11 through LNP. This argument is based on the erroneous assumption that the location of an
12 LEC modem constitutes a "service location" or "customer location" for
13 telecommunications services provided to such ISP. But traditional local exchange
14 concepts of service location and customer location do not apply to ISP customers for
15 several reasons.

16 The FCC ruled in its Internet Order that ISP telecommunications services are interstate
17 information access services, not local exchange services, but the FCC nonetheless allows
18 ISPs to purchase local business services. The connection to the modem is not a call. It is
19 part of the network. The service is used to connect to the internet, not to "call" another
20 party. In addition, the technology associated with dial-up internet access is different than
21 for voice calls. The number dialed does not connect to a telephone. In fact, it need not
22 even connect to a modem, as soft switches can now eliminate the need for modems in the

1 network. Modern switching technology allows the telephone company to convert from
2 dial-up modem type protocol to internet protocol, all within the switch. In the case of
3 MCI's new V.92 network, there is an enhanced modem, but there is no "customer
4 location" that can be identified.

5 Currently, CenturyTel supplies modems within its own central office for dial-up internet
6 access to internet service providers. Under CenturyTel's analysis, CenturyTel's own
7 central office is the purported "customer location." But, there is no "customer" in the
8 central office. There is no loop, there is no customer owned equipment, there is no
9 network interface device ("NID"), there is no inside wire, the customer has no access to
10 its own "premise," and the customer is not free to move its "premise" to any other
11 location. In short, none of the conventional trappings of "customer location" are present.

12 **Q. What is the significance of the absence of a customer location?**

13 A. It is not possible to conclude that the ISP is engaged in a change of location, when
14 it has no location. The only legitimate way to view the situation is that the ISP is
15 engaged in a change of providers and is entitled to number portability.

16 **Q. If you had to accept CenturyTel's designation of the modem location as the**
17 **"customer location," would you agree with CenturyTel's analysis of number**
18 **portability rules?**

19 A. No.

1 **Q. Why not?**

2 A. CenturyTel's assertion that a change in the modem location somehow relieves
3 CenturyTel of the obligation to port the telephone number is misplaced. CenturyTel
4 relies on the fact that the only form of number portability required by the FCC is service
5 provider portability. Service provider portability allows a customer to change service
6 providers without changing numbers. CenturyTel notes that the FCC has not required
7 service location portability, which allows a customer to change service locations without
8 changing numbers.

9 What CenturyTel overlooks is that carriers can, and frequently do, allow customers to
10 move service locations without changing numbers. CenturyTel apparently believes that,
11 just because the FCC does not require carriers to provide service location portability,
12 CenturyTel does not have to fulfill its service provider portability obligations if MCI
13 intends to permit a customer to change its location. In essence, CenturyTel has appointed
14 itself to be the "portability police," deciding when and under what circumstances MCI is
15 allowed to port numbers. Apparently, CenturyTel would require the customer to change
16 providers first, and then change locations. But CenturyTel does not have the right to
17 preclude MCI from being more flexible with its customers and allow a location change to
18 occur in conjunction with a provider change.

19 But again, no change in location occurs when MCI migrates an ISP's services from
20 COBRA arrangements to its interconnected V.92 network.

1 **Q. Has the FCC limited the scope of its orders allowing ISPs to purchase local services**
2 **by requiring that the ISP have modems or some other form of physical presence in**
3 **the local calling area?**

4 A. No.

5 **Q. Do the interconnection agreements address number portability?**

6 A. Yes. There are no restrictions along the lines CenturyTel seeks to impose. For example,
7 section 15.2.7 provides that all numbers are portable unless otherwise indicated, and there
8 is no restriction on numbers used by ISPs.

9 **Q. Are there policy considerations that bear upon this issue?**

10 A. Yes. At the very least, the Commission should consider the costs and inconvenience that
11 CenturyTel seeks to impose on ISPs and the public. CenturyTel is contending that ISPs
12 must change their telephone numbers every time that they change their LEC provider.
13 Not only would the ISPs incur substantial unnecessary costs related to implementing such
14 changes and communicating such changes to their customers (including CenturyTel's end
15 users), but those customers would also incur the inconvenience of having to change their
16 dial-up settings. Of course, the upshot of CenturyTel's total refusal to provide
17 interconnection facilities to MCI is even worse, for it bodes the loss of the ability for
18 rural end users to use the internet on a local dial-up basis and imposition of toll charges
19 upon them. Mr. Anderson discusses this point further in his testimony in this case. There
20 is no legitimate reason to impose such costs and inconvenience upon ISPs and their
21 customers.

1 **Q. Did CenturyTel raise other objections?**

2 A. Yes. Mr. Miller asserted in his letter of November 13, 2002 (Schedule DG-3), that we
3 had to obtain an NPA-NXX code for an exchange, despite the fact that we had no
4 immediate need for it because our customers already had telephone numbers to be ported.

5 **Q. What did MCI do in response?**

6 A. We tried to eliminate the basis for this fabricated objection by obtaining an NPA-NXX
7 code for Columbia, but we ultimately had to return it because we could not make timely
8 use of it due to CenturyTel's refusal to interconnect with us. This code was the subject of
9 Case No. CO-2005-0007 before this Commission, in which we sought more time to
10 activate the code. We ultimately withdrew that case and filed this complaint case.

11 **Q. What happened after the dispute resolution negotiations in June?**

12 A. As Mr. Dickson testifies in this case, CenturyTel continued to refuse to provision
13 facilities ordered by MCI. I sent a letter to Guy Miller on July 28, 2004 canceling the
14 requested orders; indicating that MCI would not agree that the trunk types be changed to
15 access facilities. Then, as Mr. Dickson testifies, on or about September 21, 2004 MCI
16 Provisioning received notice that CenturyTel would not process trunking orders because
17 it contended there was no interconnection agreement between the parties and furthermore
18 it asserted MCI had purportedly failed to provide a forecast.

19 On September 24, 2004, CenturyTel sent a letter to MCI purporting to terminate the
20 Brooks interconnection agreement, falsely asserting that there were no facilities and
21 services purchased under the contract. This letter was forwarded internally to me for

1 response. A copy of this letter is attached hereto as Schedule DG-7.

2 **Q. Did MCI agree with these assertions?**

3 A. No.

4 **Q. Why not?**

5 A. Because the contract does not authorize such a notice of termination and because the
6 premise was false, in that there were facilities and services purchased under the
7 agreement. It was also perplexing that CenturyTel was sending a purported notice of
8 termination of an agreement that it also was arguing in other contemporaneous
9 communications did not even exist.

10 **Q. Did MCI inform CenturyTel that the purported termination notice was invalid?**

11 A. Yes. With my assistance, MCI sent a letter on September 28, 2004, rejecting
12 CenturyTel's contention that the Brooks agreement could be terminated. A copy is
13 attached hereto as Schedule DG-8.

14 **Q. Did CenturyTel respond to this letter?**

15 A. To date, no response has been received.

16 **Q. Did CenturyTel send a similar purported termination notice regarding the**
17 **Intermedia agreement?**

18 A. No.

1 **Q. Have these issues with CenturyTel been resolved?**

2 A. No, that is why in November of 2004, MCI filed its complaint with the Missouri
3 Commission.

4 **Q. What relief does MCI seek in this proceeding?**

5 A. MCI wants its rights under the interconnection agreements enforced. Specifically, MCI
6 wants the Commission to direct CenturyTel immediately to process MCI's orders for
7 interconnection facilities and the related porting of numbers without further delay. In
8 connection therewith, MCI seeks a determination that it has the right under the
9 interconnection agreements and the law to exchange ISP-bound traffic over its
10 interconnection facilities with CenturyTel when such traffic is locally-dialed, regardless
11 of whether there is a modem physically located in the local calling area. Further, the
12 Commission should rule that ISPs are entitled to LNP when they change service
13 providers, without any limitations regarding purported service location.

14 **Q. Has MCI successfully implemented interconnection with ILECs other than**
15 **CenturyTel in Missouri for the same purposes that you have described in your**
16 **testimony?**

17 A. Yes. We have interconnection with SBC in Missouri that accommodates the passing of
18 ISP traffic. Mr. Dickson provides information on this point in his testimony in this case,
19 as does Mr. Anderson. CenturyTel is the only ILEC that has refused to allow MCI to
20 interconnect in the desired manner, and as a result CenturyTel has imposed significant

1 costs on MCI. Some other ILECs have raised billing issues about these matters, but have
2 nonetheless provided the facilities.

3 **Q. Did MCI try to accomplish its goal of moving away from COBRA arrangements in**
4 **CenturyTel's areas by other means?**

5 A. Yes. We sought to purchase PRIs out of CenturyTel's tariffs in an effort to meet our
6 customers' demands and eliminate the cost of the COBRA arrangements, but CenturyTel
7 refused to provide this service to us.

8 **Q. Do you believe CenturyTel's objections have been made in good faith?**

9 A. No. Again, the interconnection agreement clearly allows for the routing and exchange of
10 ISP-bound traffic over interconnection facilities. And there is no legitimate basis for
11 CenturyTel's objection to the porting of ISP telephone numbers. When one takes a step
12 back and examines the numerous obstacles that CenturyTel has created, it seems clear
13 that they are simply engaged in an effort to preserve their revenues under the COBRA
14 arrangements, at any and all cost, without regard for their obligations and without regard
15 for the negative impacts on the public. Regardless of their statements, CenturyTel has
16 clearly never intended to abide by the agreements.

17 **Q. Are the schedules attached to your testimony MCI business records?**

18 A. Yes.

1 **Q. Were these records made in the regular course of MCI's business, at or near the**
2 **date stated thereon?**

3 A. Yes. These records were prepared and/or received and kept by me and the other MCI
4 personnel named therein and in this testimony in the regular course of our duties for MCI.
5 These are the kinds of records we work with on a daily basis as we communicate with
6 other carriers to establish and maintain interconnection.

7 **Q. Are these records kept under your supervision?**

8 A. Yes.

9 **Q. Does this complete your direct testimony?**

10 A. Yes.