Exhibit No.: _____
Issue: Dark Fiber Inquiries and
Socket Performance Measures
Witness: Abdennaceur Jamal Boudhaouia
Type of Exhibit: Rebuttal
Sponsoring Party: CenturyLink
Case No.: TC-2020-03333
Date: June 30, 2020

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,	)	
	)	
Complainant,	)	
	)	Case No. TC-2020-0333
v.	)	
	)	
CenturyTel of Missouri, LLC d/b/a CenturyLink,	)	
	)	
Respondent.	)	

REBUTTAL TESTIMONY

OF

ABDENNACEUR JAMAL BOUDHAOUIA

ON BEHALF OF CENTURYTEL OF MISSOURI, LLC D/B/A CENTURYLINK

June 30, 2020

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Q. Please state your name and address.

A. My name is Abdennaceur Jamal Boudhaouia. My business address is 700 West Mineral Ave, Littleton CO 80120.

Q. By whom are you employed and what are your responsibilities?

A. I am employed by CenturyLink as Director – Policy and Regulatory Compliance. In this position I am responsible for CenturyLink's compliance with State and Federal Regulatory Compliance requirements. In addition, I work closely with CenturyLink's wholesale business unit to ensure compliance with Interconnection Agreements and Tariffs. I also work with our retail business units and operations to ensure compliance with National Standards as well as CALEA Requirements.

Prior to my current responsibilities, I oversaw a team that developed Network Technical Strategies and Guidelines for Interconnections and Access to UNEs. These Strategies were used by our operations teams to be implemented within the Network. For instance, when provisioning an Unbundled Loop for our Competitive Local Exchange Carrier (CLEC) Partners, an Interconnection Distribution Frame (ICDF) is required as the point of interface between the Incumbent Local Exchange Carrier (ILEC) Network and the CLEC Collocation Space. This ICDF is also used as a Demarcation point for conformity testing.

My team, including myself, has negotiated multiple Interconnection Agreements with our CLEC Partners since the adoption of the Telecommunication Act of 1934 as amended.

Q. Please describe your educational background.

A. I have received a Master of Science degree in Electrical Engineering from Syracuse University as well as a Bachelor of Science degree in Electrical Engineering from Syracuse University.

Q. Are you a member of any National Standards organization?

A. Yes, from January 2000 to January 2002, I was a member of the Network Reliability and Interoperability Council V (NRIC V), Focus Group 3. This Focus Group oversaw developing recommendations to the FCC regarding "Wireline Network Spectral Integrity."

From March 2019 to March 2021, I am a member of the Communications Security, Reliability, and Interoperability Council VII (CSRIC VII), Working Group 6. This working group is investigating Session Initiation Protocol (SIP) Security Vulnerabilities to develop recommendations for the Telecom industry to implement in order to minimize these security risks.

I was also a member of the Alliance for Telecommunications Industry Solutions (ATIS) that developed the National Standards for Broadband Internet and Voice over Internet Protocol (VoIP) Lawful Intercept Standards. These Standards are T1.IAS and T1.678 respectively.

Q. Have you testified before State Public Utilities Commissions?

A. Yes. I have testified before the Utah Public Utilities Commission as an expert Technical Witness.

Q. Mr. Boudhaouia, what is the purpose of your rebuttal testimony?

A. The purpose of my rebuttal testimony is to

1. Respond to the direct testimony of Socket witness, Matt Kohly, regarding CenturyTel of Missouri, LLC's d/b/a CenturyLink (CenturyLink's) dark fiber inquiry process; and
2. Respond to the direct testimonies of Socket witnesses, Matt Kohly and Anthony Lana, regarding the issue of performance measures.

I. DARK FIBER INQUIRIES

Q. Mr. Boudhaouia, what is the nature of the dispute with Socket regarding dark fiber inquiries?

A. It is my opinion that Socket believes it may inquire about the availability of dark fiber between CenturyLink's wire centers regardless of whether Socket has any real intention of submitting a request to lease such dark fiber. Additionally, the parties dispute what constitutes a wire center.

Q. Mr. Boudhaouia, what is CenturyLink's position regarding dark fiber inquiries?

A. A dark fiber inquiry is the first step in the process of placing an Access Service Request (ASR) for dark fiber. Article V, Section 5.4.4.2 of the Interconnection Agreement (ICA) between CenturyLink and Socket indicates that if Socket wishes to request dark fiber and submits a dark fiber inquiry, that Socket is serious about ordering dark fiber from CenturyLink. In order words, if dark fiber is available, then CenturyLink expects that Socket will be submitting an ASR for the dark fiber. In order to place an ASR for dark

fiber, Socket must have collocation facilities (or have made application to establish collocation facilities) in the wire centers where the dark fiber will originate and terminate. (Art. V, Section 5.3.1 and 5.4.6.1.) When a dark fiber inquiry is placed, CenturyLink's responsibility is limited to responding whether or not such dark fiber exists. There is no requirement that CenturyLink perform an exhaustive inventory of its dark fiber or provide any other technical information regarding the dark fiber facilities.

Q. What is the definition of dark fiber under the ICA between CenturyLink and Socket?

A. Article VII, Section 5.1 of the ICA, defines Dark Fiber as follows:

> Dark fiber is fiber which has not been activated through connection to the electronics that "light" it and render it capable of carrying Telecommunications Services. Dark fiber is unlit optic cable that is deployed within CenturyTel's network that is in place and easily called into service. Unlit fiber is dark fiber regardless of whether the fiber is spliced or terminated. Dark fiber includes unlit fiber that could be, but is not currently, spliced or terminated in any segment including any "dead count," as well as point to point but not assigned segments. Spare dark fiber is determined by the formula in Section 5.4.

Also, Article VII, Section 5.4.1 of the ICA defines the Spare Fiber Inventory Availability and Conditions for Socket to request access to dark fiber as follows:

> All available spare dark fiber will be provided "as is." No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for CenturyTel's forecasted growth, defective fibers, or assigned fibers. Socket will not obtain any more than 25% of the spare dark fiber contained in the requested segment during any two-year period.

It is clear that dark fiber must be spliced in all segments and provided as is. Schedule AB1, page 2 of 3, clearly shows that dark fiber is provisioned point-to-point between two wire centers. In each wire center dark fiber terminates on a Fiber Distribution Panel (FDP). There is no connection between the two fiber cables at the wire center. In fact, CenturyLink databases show no connection between the FDPs and, thus, there is no continuance or linking of the dark fiber between any two or three wire centers for example.

Dark fiber will be provided "as is" which means that CenturyLink is not required to provide jumpers between any FDPs. If Socket wishes to access the dark fiber as is, it must collocate (or apply to collocate) in that wire center where the dark fiber terminates.

Q. What information must CenturyLink provide Socket in response to a fiber inquiry?

A. After receipt of a valid inquiry in accordance with the provisions of Section 5.4.4.2, CenturyLink will respond to Socket with the availability of dark fiber and if the number of available dark fibers strands meets the number requested by Socket. CenturyLink is not required to provide Socket (or any other CLEC), the total number of fibers in a sheath, the number of fibers used, or the maintenance spares. This information is confidential and competitively sensitive. A dark fiber inquiry is not an opportunity for a CLEC to engage in a fishing expedition to learn where CenturyLink has deployed fiber throughout its network. A dark fiber inquiry does not require "a thorough review of engineering records because any path is eligible," as Mr. Kohly testifies at p. 31 of this testimony.

Q. Which Wire Centers/Central Offices is Dark Fiber available to Socket?

A. Dark Fiber Unbundled Network Element (UNE) Transport is available to Socket in all of CenturyLink's Missouri Wire Centers/Central Offices where Socket has collocation space. CenturyLink's Wire Centers/Central Offices are published in the Local Exchange Routing Guide (LERG) as this industry database is available to all Carriers operating in the U.S.

The FCC's Business Data Services (BDS) Forbearance Order did publish a list of all Switching Wire Centers (SWCs) where UNE Dedicated Transport has been forborne. The CLEC community may be able to find the name and Common Language Location Identifier (CLLI) Code of the SWCs where they are seeking to collocate in the FCC's BDS database. However, that list may not be complete. The BDS SWC list is not dynamic, as it only lists wire centers at the point in time when the FCC issued its Order. The LERG, on the other hand, is dynamic in that it is continually being updated. The LERG is the official database used to validate if a location/structure within a carrier's network is indeed a wire center/central office.

Q. Did Socket Provide any justification for classifying Harrisburg as a wire center or central office?

A. No. CLECs such as Socket should first confirm that their requests for dark fiber involve valid wire centers. CenturyLink is not required to review and validate each request. CenturyLink has researched the LERG and found that Harrisburg is neither a wire center,

central office, or a rate center. Also, the Harrisburg location is not on the FCC's BDS SWC list.

Socket apparently believes that a neighborhood structure that houses telecommunications equipment can be classified as a wire center. CenturyLink owns thousands of such structures in its network and, by Socket's faulty logic, these structures are then wire centers. Also, by the same faulty logic the millions of such structures that are owned and controlled by the ILECS and CLECs should be classified as wire centers or central offices. However, if Socket is correct, then all of these structures should be published in the LERG. But they are not, nor are they listed in the FCCs BDS SWC order.

Q. Socket claims that Harrisburg is a remote switching wire center office is this correct?

A. No. Socket does not provide any supported research or verification other than a Google Map picture. If Socket had done its research, it would have easily found that this structure/building is NOT a Remote switching wire center office. In fact, if there is any switching equipment, the LERG would show blocks of numbers associated with that CLLI code. Generally, Remote switches either are assigned an NPA/NXX or a block of numbers which require them to be populated in the Business Integrated Routing and Rating database (BIRRDS). This location is NOT populated in BIRRDS.

Q. What type of building is the Harrisburg facility?

The Harrisburg facility is a Remote Terminal as shown in Schedule AB 1, page 3 of 3. It houses a digital subscriber line access multiplexer (DSLAM) that provides High Speed Internet Access and voice grade channels back to the Voice switch in the Columbia wire

Center/Central Office to end users as well as line multiplexing equipment. It does not provide switching or any call functions capability. Those functions are provided by the Voice Switch located at the Columbia Wire Center/Central Office. In fact, Socket has admitted in its response to CenturyLink's DR 1.11 that Harrisburg location is NOT a Wire Center or Central Office as defined in the LERG and yet, Socket submitted a Dark Fiber Inquiry any way.

Q. Can Socket Collocate at the Harrisburg Remote Terminal?

A. Yes.

Q. Can Socket order Feeder subloop (Shown in Schedule AB 1, page 3 of 3) at the Harrisburg Remote Terminal?

A. Not under the existing FCC rules or the ICA. The Feeder subloop must be provided by Socket in accordance with existing FCC rules and the ICA.

Q. Can Socket order Distribution subloop (Shown in Schedule AB 1) at the Harrisburg Remote Terminal?

A. Yes. The Distribution subloop is available to Socket or any other CLEC that has established a collocation space at the Remote Terminal.

Q. Is CenturyLink willing to accept dark fiber inquiries from Socket for wire centers listed in the FCC's BDS Order?

A. Yes. CenturyLink indicated in correspondence to Socket dated April 3, 2010, that it will respond to Socket's request for dark fiber availability between CenturyLink BDS SWC designated wire centers prior to Socket establishing a collocation.

II. SOCKET PERFORMANCE MEASURES

Q. Mr. Boudhaouia, what is the nature of the dispute with Socket regarding CenturyLink's performance measures?

A. It is my opinion that Socket has incorrectly identified trouble tickets for measures where CenturyLink accurately installed services ordered by Socket, and that Socket inaccurately calculated the performance measures.

Q. Mr. Boudhaouia, what is CenturyLink's position regarding the Socket Performance Measures amounts owed by CenturyLink?

A. CenturyLink believes that it does not owe any Performance Measures amounts to Socket. First, Socket's invoice dated March 7, 2019, for alleged performance measures misses for the months November 2017 through October 2018 is untimely and not permitted under the Interconnection Agreement. Second, Socket's invoices for performance measures misses from November 2018 to current are also not permitted under the Interconnection Agreement because Socket failed to follow the procedures required by the Interconnection Agreement prior to issuing the invoices. Specifically, Socket did not raise these issues with the Implementation Team, nor did it provide Notice to CenturyLink to implement a Gap Closure Plan as required by Article XV, Sections 2 and 3, of the Interconnection Agreement. Finally, Socket is erroneously characterizing certain occurrences as misses or failures when, in fact, those misses or failures were the result of events that are beyond the control of CenturyLink and, therefore, excluded from

any penalty payments. Socket is also erroneously billing for all performance measure misses, not just those that exceed the benchmark.

Q. What are performance measures?

A. Performance measures were originally proposed as a way of incentivizing ILECs to provide CLECs non-discriminatory access to unbundled network elements which would satisfy the Code of Federal Regulations (CFR) Section 51.307(a) provides, "An incumbent LEC shall provide, to a requesting telecommunications carrier for the provision of a telecommunications service, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of any agreement, the requirements of sections 251 and 252 of the Act, and the Commission's rules." CFR §51.313(b) provides: "Where applicable, the terms and conditions pursuant to which an incumbent LEC offers to provide access to unbundled network elements, including but not limited to, the time within which the incumbent LEC provisions such access to unbundled network elements, shall, at a minimum, be no less favorable to the requesting carrier than the terms and conditions under which the incumbent LEC provides such elements to itself."

Q. What is "parity"?

A. While the FCC doesn't define parity in terms of providing wholesale services to CLECs, the term refers to the idea that ILECs should provide a response to a service request from a retail or wholesale customer that is non-discriminatory, and equal service quality

regardless of which company serves the end user. To the extent an order is received by the ILEC, the ILEC should respond in a similar manner, regardless of whether the order is for retail service or wholesale service.

Q. Did Missouri adopt performance measures?

A. Yes, Missouri adopted performance measures as competition evolved in the local exchange market after passage of the Federal Telecommunications Act of 1996 and the FCC rules were adopted later in 1996. The measures were an attempt to ensure that ILECs provided CLECs with parity when serving a retail customer or a wholesale customer (CLEC orders, repairs, etc.). At the time, I am advised that the Missouri PSC also had service quality measures for ILEC retail customers that became one of the comparison points for ILEC service to CLECs.

Q. Are those service quality measures still required by the Missouri Commission?

A. No, the Missouri Commission has removed the retail service quality measures from its rules. Now these measures only exist in older interconnection agreements like the one that was negotiated and arbitrated in 2006 between Socket and CenturyLink.

Q. What performance measures are included in the Interconnection Agreement between Socket and CenturyLink?

A. Article XV and the two Appendices that follow identify the performance measures for this agreement. In the Performance Measures Appendix, there are eighteen separate measures. Seven of the measures are related to pre-ordering and ordering, four related to

provisioning of orders, four related to maintenance and one each to interconnection, 911 listings and directory listings.

Q. How were the standards for the performance measures developed?

A. For the pre-ordering and ordering measures, three of the four provisioning measures, interconnection, 911 listings and directory listings, the standard was negotiated or imposed during arbitration because there are no similar measures for retail services. Provisioning measure #1 (Due Date Commitments Met) and the Maintenance measures appear to have been based on the Missouri Commission's service quality measures for ILEC retail service at the time.

Q. Which of these performance measures are included in this arbitration?

A. Socket has identified 5 of the 18 measures as part of this arbitration. These measures include Pre-ordering/ordering #7 (Jeopardy Notices), Provisioning of Retail Circuits #1 (Due Date Commitments Met), Provisioning of Retail Circuits #3 (Total Circuits with Trouble Tickets within 30 days), Maintenance #1 (Percent Trouble Reports) and Maintenance #4 (Repeat Trouble Reports).

Q. Do you have any overall concerns with how the calculations are completed by Socket?

A. Yes. As described by Mr. Lana, each measure calculates a Standard Daily Payment for all "misses." For example, for Maintenance #1 Percent Trouble Reports, the benchmark is the "count of trouble reports per DS0 equivalent received by Socket / total number of Socket DS0 equivalents provisioned via resale, UNEs, or combinations of UNEs leased from CTEL < 6% or at parity." If Socket had 100 DS0 equivalents and had 5 (i.e., 5%)

trouble reports, no penalty is calculated. If Socket had 6 trouble reports (i.e., 6%), the sixth report would create the penalty situation and only the sixth should be calculated as a penalty. Socket's penalty calculation includes all six reports, rather than just the one that was out of compliance and that exceeds the benchmark. Each Socket invoice is overstated because of this error.

I will now review the calculations for each measure and why it is calculated incorrectly.

Q. How is Pre-ordering/Ordering #7 (Jeopardy Notices) calculated incorrectly by Socket?

A. Mr. Lana's description of the performance measure calculation on pages 13-14 of his testimony identify a mechanical method of determining the Jeopardy Notices, but fails to eliminate orders where CenturyLink was not the cause of the Jeopardy Notice. The explanation of the measure states, "Percentage of total install orders received from Socket that the Due Date was missed **due to CenturyTel cause** where Socket received a Jeopardy Notice**"** (emphasis added).

According to the November 2018 invoice provided by Socket, the notes from CenturyLink's Jeopardy Notice explanations to Socket explained that there was no access to the customer's location, or the customer did not want the service. Another notice stated that the lot was empty at the address provided. Despite these explanations and the cause not being attributable to CenturyLink, Socket considered these incidents as violations. Based on the notes for each of the 32 orders identified in the invoice detail, only two should have counted as late Jeopardy Notices. On the other thirty orders,

CenturyLink identified an issue outside its control as to why it was unable to complete the order upon arrival at the location identified.

In addition, Mr. Lana notes on page 9 of his testimony that Socket uses the Rolling Time Frame of up to three months in its calculation for this measure. In the November 2018 invoice that I reviewed, a Rolling three months would include November, October and September. However, 3 of the 32 "misses" identified on the spreadsheet had a FOC (Firm Order Commitment) Due Date in August, meaning that there were only 29 "misses" even by Socket's own count, and no penalty would be assessed because there were fewer than 30 late jeopardy notices in a three-month period.

According to the terms of this measure, CenturyLink does not meet the measure when it does not provide at least a 6 hour Jeopardy Notice for an order when the jeopardy is caused by a CenturyLink action. Each invoice reviewed by CenturyLink included items where CenturyLink attempted to provision the order on the due date, but was unable to complete the order through no fault on CenturyLink's part, and notified Socket accordingly. CenturyLink does not owe Socket any amount related to this measure. In addition, Socket included "misses" of this type not just for Jeopardy Notices but also for Provisioning of Retail Circuits #1 (Due Date Commitments Met).

Q. How is Provisioning of Retail Circuits #1 (Due Date Commitments Met) calculated incorrectly by Socket?

A. Mr. Lana fails to describe how Socket handles exclusions, which are identified in the Performance Measures Appendix on pages 9-10 as "All orders where the Due Date was

missed because of Customer caused delay, declared natural disasters, cancelled service orders or another reason as mutually agreed upon the Companies." CenturyLink's review of each month identifies exclusions from this measure like those noted above. When calculated accurately, the resulting calculation demonstrates that CenturyLink met the 87.5% benchmark each month. By accounting for the exclusions allowed in the agreement, CenturyLink does not owe any amounts for this measure.

Q. How is Provisioning of Retail Circuits #3 (Total Circuits with Trouble Tickets within 30 days of Installation) calculated incorrectly by Socket?

A. Again, Mr. Lana fails to account for exclusions in his description of the calculation for this measure on pages 15-19 of his testimony. The Performance Measures Appendix, page 10, identifies the Rules and Definitions for this measure with the following: "For purposes of this measurement, trouble reports do not include trouble caused by customer premise equipment or subsequent reports. Subsequent report is a repair report that is received while an existing trouble ticket is open for the same phone number. For DS1 loops, UNE DS1 Trouble Reports do not include trouble reports where Socket chooses not to do cooperative testing or acceptance testing between Socket and CenturyLink."

Based on Mr. Lana's statement on page 8 of his testimony that "The date/time the completion notice was posted is used because it is the first time that Socket is made aware that the order has been actually worked", Socket is stating that it chooses not to do cooperative testing or acceptance testing. Because Socket chooses not to do cooperative

testing or acceptance testing, Socket cannot use DS1 Loop Trouble Reports in the calculation of this measure.

For all digital loops, cooperative testing is very important to determine if the NC/NCI (Network Channel/Network Channel Interface) codes on the order are correct. This is crucial to determine if the Technical Specifications of the signal being input into the loop match the NC/NCI codes for testing purposes. CenturyLink is then also able to ensure that the tests it is to perform on the loop are the correct ones. For instance, for voice grade analog loops, the 4kHz tests are needed. For ADSL loops, the 196kHz tests are needed.

In addition, many of Socket's service orders for this measure are for UNE xDSL loops. This category of loops is eligible for calculation of performance measures but requires some explanation. xDSL loops are digital loops that can be used for broadband services as well as for voice service. Broadband speeds for xDSL copper loops are dependent upon loop length and other characteristics within the copper facility. CenturyLink's loops for retail services may include bridged-taps that may add loss to the signal being transported by this loop. As a result, Socket should request a pre-qualification for each xDSL loop to identify the loop length and any specific broadband "inhibitors" like bridged-taps. This is the only way that Socket can identify what conditioning it expects CenturyLink to perform on each order.

Q. Why are pre-qualification and knowing the attributes for loop conditioning important prior to placing orders for UNE xDSL loops?

For Socket or any other carrier to offer any speed to their customers, they must first pre-qualify the loop serving these customers. The same process is used by CenturyLink. The pre-qualification is dependent on the NC/NCI Codes for the specific type of technology to be used. These NC/NCI Codes are developed by the nation-wide standard bodies. These NC/NCI codes determine what type of loop to be provisioned and most importantly are used in the repair process. The American National Standard Institute (ANSI) has developed specific technical requirements that a loop should meet for a specific type of DSL. When Socket submits an xDSL Unbundled Loop order it should have qualified the address for the type of DSL it wants to use. CenturyLink should not accept a trouble ticket for an xDSL loop that has not been pre-qualified because CenturyLink was not aware that the address where the loop terminates qualifies for any speed at all. The only service that can be provisioned on that loop with 100% qualification is voice.

Also, based on its response to CenturyLink's DR 1.12, Socket does not seem to believe that ANSI Standards should be followed when ordering xDSL Unbundled Loops as agreed to and developed by the Telecommunications Industry. All of the xDSL signals to be transported by a loop have been assigned certain Technical Parameters. These Parameters are to ensure the Technical Integrity of the signals in the copper plant as well as the foundation for conformance testing.

When Socket submits an order, it is clear that a pre-qualified order has not been requested because the order merely states "xDSL-capable loop as defined in Art. XVIII, Section 4.1.3, do necessary standard conditioning as set forth in Art XVIII, Section 6.0."

Socket's orders do not define what is meant by "necessary standard conditioning" nor does Article XVIII, Section 4.1.3 or Section 6.0. Section 4.1.3 states "4-Wire xDSL Loop: A4-Wire xDSL Loop, for purposes of this Article, is a copper loop that supports the transmission of DSL technologies. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and based upon industry standards, should not include load coils, mid-span repeaters and/or excessive bridged tap (bridged tap in excess of 2,500 feet in length). However, **removal of load coils, repeaters and/or bridged tap on an existing loop is optional** and will be performed by CenturyLink at Socket's request as more specifically set forth in Section 6 below." (emphasis added).

Section 6.1 states that "**Socket shall designate, at Socket's sole option, what loop conditioning** (i.e., the removal of excessive or all bridged-tap, load coils, and/or repeaters) CenturyLink is to perform in the provisioning of the requested loop or subloop. Conditioning may be ordered on loop(s) or subloop(s) of any length to remove excessive or all bridged tap, load coils, and/or repeaters at the loop conditioning rates set forth in the Pricing Schedule." (emphasis added).

Section 4.2 of Article XVIII states in relevant part: "Socket will be given the opportunity to evaluate the parameters of the xDSL service to be provided, and determine whether

and what type of conditioning shall be performed at the request of Socket as provided in Section 6 below." Socket's opportunity to review is based on Socket ordering a pre-qualification for the circuit.

Because Socket does not request a pre-qualification for each loop, Socket is not able to designate on each order what specific loop conditioning Socket wants CenturyLink to perform. Because of this omission by Socket, CenturyLink performs the same conditioning that it performs on each of its retail orders for broadband DSL service. In other words, due to the lack of any specific request, CenturyLink provides parity between wholesale and retail orders.

Because Socket fails to designate the specific loop conditioning on the initial order and because CenturyLink provides Socket with service parity for xDSL loops, CenturyLink is not liable for Total Circuits with Trouble Tickets within 30 days of Installation. CenturyLink is providing parity by performing the same conditioning for retail and Socket orders. Therefore, none of the Total Circuits with Trouble Tickets related to UNE xDSL loops would be eligible to be included in this performance measure.

Any remaining trouble tickets within 30 days of installation would be less than 6% of total number of DS0 equivalents installed within the same calendar time period and, thus, not exceed the benchmark.

Q. How is Maintenance #1 (Percent Trouble Reports) calculated incorrectly by Socket?

A. Based on the information provided above in Provisioning #3, the Socket repeat trouble reports within 30 days of installation for DS1 circuits and xDSL loops should also be

removed from this performance measure. On pages 17-18 of Mr. Lana's testimony regarding this measure, there is no indication that Mr. Lana removes any tickets where CenturyLink has no access to the customer's service location or where CenturyLink needs additional information from either Socket or the customer. These are clearly out of CenturyLink's control and should not be included when calculating this measure.

Q. How is Maintenance #4 (Repeat Trouble Reports) calculated incorrectly by Socket?

A. Based on the information provided above in Provisioning #3, the Socket repeat trouble reports within 30 days of installation for DS1 circuits and xDSL loops should also be removed from this performance measure. On pages 17-18 of Mr. Lana's testimony regarding this measure, there is no indication that Mr. Lana removes any tickets where CenturyLink has no access to the customer's service location or where CenturyLink needs additional information from either Socket or the customer. These are clearly out of CenturyLink's control and should not be included when calculating this measure.

Q. Why are the pre-November 2018 performance measures spreadsheets not valid as an invoice?

A. According to Article XV, paragraph 2.0, "The Parties understand that the arrangements and provision of services, network elements and ancillary functions described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective

Customers. Accordingly, the Parties agree to form a team (the "Implementation Team"), which shall develop and identify any additional processes, guidelines, specifications, standards, terms and conditions necessary for the provision of the services, network elements and ancillary functions, and for the specific implementation of each Party's obligations."

This Implementation Team was formed during February 2016 and met regularly for a period of time. The spreadsheets provided by Socket were discussed and reviewed as part of the Implementation Team. However, I am advised that the Implementation Team meetings were either suspended or cancelled by Socket in approximately February of 2017. While Socket continued to issue monthly spreadsheets after that period of time, there was no discussion or review of those spreadsheets by the Implementation Team. Socket first invoiced CenturyLink for performance measure misses in March of 2019. There was no discussion with the Implementation Team, nor was there a Notice by Socket to CenturyLink to implement a Gap Closure Plan as required by the Interconnection Agreement (Article XV, Sections 2 and 3).

According to Article XV, paragraph 4.5.5 "Socket shall submit its bill requesting payment of any amount(s) due from CenturyLink for "missed" performance no later than sixty (60) days following the end of the month in which the last non-excluded observation of CenturyLink's performance that was made part of the calculation." The Socket spreadsheets continued through January 2019. These spreadsheets were in a format that was designed to discuss the measurements and identify issues, rather than as

an invoice with a specific due date and location to remit payments. When CenturyLink received the initial invoice in March of 2019 it began reviewing the invoices that had been received within 60 days, and determined that November of 2018 would be the first invoice that CenturyLink would need to review for potential payment.

Q. Did CenturyLink dispute the invoices provided by Socket?

A. Yes. On page 11 Mr. Lana claims that CenturyLink has never disputed the Standard Payment calculations. The Standard Payment calculations are established in the Performance Measures Appendix, Sections 2.1 and 2.2. It appears that Socket has made an effort to accurately calculate the Standard Payment in Section 2.1 and the Standard Daily Payment in Section 2.2. However, whether CenturyLink disputed the Standard Payment calculations is not the issue. CenturyLink did dispute the invoice and Socket's calculations of the "Performance Measure" misses.

Q. Based on the discussion above, please summarize CenturyLink's position regarding the Performance Measure invoices issued by Socket.

A. As noted in the discussion above, CenturyLink did not receive an invoice for missed performance measures until March 2019. Based on Article XV, Section 4.5.5, "Socket shall submit its bill requesting payment of any amount(s) due from CenturyLink for "missed" performance no later than sixty (60) days following the end of the month in which the last non-excluded observation of CenturyLink's performance that was made part of the calculation." So, CenturyLink does not owe Socket for alleged performance measures misses for the months November, 2017, through October, 2018, as they were

not billed until March, 2019, well beyond the 60-day limit allowed by the Interconnection Agreement for such billing. With respect to Socket invoices for performance measures misses for the months November 2018 to current, CenturyLink believes it does not owe anything due to the errors made by Socket in calculating orders/trouble reports that did not meet the measurements. However, as noted in Schedule AB 2, for the purposes of this arbitration, CenturyLink is willing to settle this issue for $5,229.57 using Socket's methodology as described in Mr. Lana's testimony, but with some exclusions so as to only include misses above the benchmark.

Q. Does this conclude your testimony?

A. Yes.

VERIFICATION

Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.

Abdennaceur Jamal Boudhaouia