

**ATTORNEY FOR SOCKET TELECOM, LLC**

**SURREBUTTAL TESTIMONY OF**  
**ANTHONY LANA ON BEHALF OF**  
**SOCKET TELECOM, LLC**

**Q. Please state your name and address.**

A. My name is Anthony Lana. My business address is 2703 Clark Lane, Columbia  
MO 65202.

**Q. Are you the same Anthony Lana who gave Direct Testimony on behalf of Socket Telecom?**

A. Yes, I am.

**Q. What is the purpose of your surrebuttal?**

A. The purpose of my surrebuttal is to respond to the rebuttal testimony of  
Abdennaceur Jamal Boudhaouia regarding the Performance Measures (“PMs”) dispute  
between Socket Telecom LLC (“Socket”) and CenturyLink (“CLink”).

**Q. What were CenturyLink’s positions in Mr. Boudhaouia’s testimony?**

A. CenturyLink’s positions in Mr. Boudhaouia’s testimony were; that CLink is not  
subject to any penalties for failing to meet the submitted Performance Measures due to  
Socket not following the Implementation Team guidelines in the Interconnection  
Agreement (“ICA”); that CLink is not subject to penalties due to invoices not being  
submitted in a timely manner; that even if the two prior guidelines were followed that  
Socket overbilled because misses up to the Benchmark in each Performance Measures do

1 not count; and that Socket has failed to exclude a broad range of misses for an assortment  
2 of reasons.

3 **Q. Are CenturyLink's positions correct?**

4  
5 A. No, they are not. CenturyLink's stances on these issues are not correct and they  
6 are not supported by the language of the ICA. The testimony is more of an attempt to  
7 confuse the issues than to address them.

8 **Q. What is the Implementation Team that Mr. Boudhaouia mentions?**

9  
10 A. The Implementation Team is a team made up of members from both Socket and  
11 CLink "which shall develop and identify any additional processes, guidelines,  
12 specifications, standards, terms and conditions necessary for the provision of the services,  
13 network elements and ancillary functions, and for the specific implementation of each  
14 Party's obligations." (Article XV: Performance Measures and Provisioning, paragraph  
15 2.1). In the context of this section of the ICA, it is a team that goes over the Performance  
16 Measures and other issues in order to address and correct them going forward. The ICA  
17 states the team is to meet monthly unless otherwise agreed upon (Art. XV, para. 2.2).

18 **Q. CenturyLink claims that the Performance Measures submitted by Socket are not**  
19 **valid because they were not raised first with the Implementation Team. How is this**  
20 **incorrect?**

21  
22 A. There is no requirement in the ICA that Performance Measures must first be  
23 brought up with the Implementation Team before they can be submitted or invoiced. The  
24 Implementation Team provides a forum where Performance Measures are to be  
25 discussed, but there is nothing stating that notice must be given to the Implementation  
26 Team before any submittals or invoicing.

1 **Q. CenturyLink asserts that Socket did not follow the Implementation Team procedures**  
2 **by failing to provide Notice for a Gap Closure Plan. How is this incorrect?**

3  
4 A. It is not correct because the Implementation Team procedures do not require  
5 Socket to submit a separate Notice. The provision in Article XV to which Mr.  
6 Boudhaouia's testimony refers says that if "CenturyTel fails to meet the metrics set forth  
7 for a particular performance measure set forth in Appendix-Performance Measures for  
8 three consecutive months, upon notice from Socket that such a requirement has arisen,  
9 CenturyTel shall implement a Gap Closure Plan to improve performance" (Art. XV, para.  
10 3.0). The ICA goes on to say if "CenturyTel fails to meet an applicable PM for three  
11 Contract Months in a six-month period CenturyTel must thereafter submit to Socket a  
12 Gap Closure Plan" (Art. XV, para. 4.1). From the latter paragraph, receiving three  
13 consecutive submittals of performance failures should be notice enough for CLink to  
14 prepare a Gap Closure Plan. By that standard, CLink failed to submit Gap Closure Plans  
15 on at least 8 occasions. For example, for Provisioning-Retail Circuits #3: Percent  
16 Trouble Reports Within 30 Days, CLink had 4 consecutive failures between July and  
17 December 2015, 5 consecutive failures between July and December 2016, 6 consecutive  
18 failures between July and December 2017, 3 consecutive failures between January and  
19 June 2018, 5 consecutive failures between July and December 2018, and 12 consecutive  
20 failures from January to December 2019. For the Maintenance #4: Repeat Trouble  
21 Reports PM, CLink had 4 consecutive failures between November 2015 and April 2016,  
22 and 3 consecutive failures between January and June 2019. These counts are based on  
23 CenturyLink's admitted failings returned in their calculations. By Socket's count, they  
24 had 3 consecutive failures across the PMs 20 times since July 2015. Even if three

1 consecutive submittals of failing to meet a PM is not enough of a notice (although it  
2 should be) there is no requirement in the ICA for Socket to submit a separate Notice of  
3 CLink's failure to meet the PM Benchmarks.

4 **Q. Has CenturyLink requested an Implementation Team meeting to discuss the**  
5 **Performance Measures or any other issues as directed by the ICA?**  
6

7 A. No, CenturyLink has not called for an Implementation Team meeting to discuss  
8 the Performance Measures. They have had numerous opportunities to do so and Socket  
9 has been open to meeting with them, even including "If you have any questions about the  
10 Performance Measures please let us know" with each submittal email to keep the door  
11 open for communications. The section in the ICA regarding the Implementation team  
12 repeatedly refers to "Parties" for setting up the meetings indicating that it is not just  
13 Socket's responsibility to arrange for them. CLink claims that Socket has not been  
14 following the Implementation Team procedures in Art XV, paras 2.0-2.2, but CLink  
15 could have asked to meet at any time. This is an example of their efforts to confuse the  
16 situation rather than address it.

17 **Q. CenturyLink claims that invoices from November 2017 through October 2018 were**  
18 **untimely, and only invoices from November 2018 onward should be permitted. How**  
19 **is this incorrect?**  
20

21 A. Socket maintains that the spreadsheets containing the Performance Measures  
22 calculations, summary, and total penalties owed constitutes a valid invoice, whether it  
23 says "Invoice" on it or not. With the February 2019 PMs (submitted April 2019) Socket  
24 began including a tab in the spreadsheet with the word "Invoice" at the top which seemed  
25 to satisfy Clink's extraneous criteria as they are not disputing lack of invoicing past  
26 March 2019. Aside from that tab, which repeats the penalty total from the Summary tab,

1 there is no difference in how the spreadsheets were laid out. Mr. Boudhaouia says in his  
2 testimony that the spreadsheets are not an invoice because they do not have “a specific  
3 due date or location to remit payments” (pg 22). That due date is irrelevant because the  
4 ICA sets out that “Payment is due twenty (20) Business Days from rendition of the bill”  
5 and that “‘Rendition of the bill’ is defined as the date a bill is mailed, posted  
6 electronically or otherwise sent to the billed Party” (Art III, para. 9.2), so CLink already  
7 knew how long it had to pay or dispute the charges. The ICA further states that the  
8 remedy is “to be credited or paid [*sic*]” (Appendix-Performance Measures, para. 1),  
9 which means that CLink could easily have credited the amount owed to any of the BANs  
10 used to calculate the Standard Payment.

11 In March 2019 Socket sent CLink two (2) invoices covering Performance  
12 Measures penalties they had not paid for 2018, which Mr. Boudhaouia indicates in his  
13 testimony (pg. 22-23) are the first invoices that CLink considers having received. These  
14 were totals of the charges that had already been detailed by the monthly PMs submitted  
15 earlier and on time (with the exception of the May 2018 PMs where it was only  
16 discovered recently they were not timely received as explained in my direct testimony).  
17 Socket, however, still maintains that the spreadsheets with the amount owed constitute a  
18 valid invoice in the context of Performance Measures, no matter the format or the  
19 absence of the word “invoice”.

20 **Q. CenturyLink claims in Mr. Boudhaouia’s testimony that the Standard Daily**  
21 **Payment penalties are not calculated properly. How is this incorrect?**  
22

23 **A.** In Mr. Boudhaouia’s testimony he states that if “Socket had 6 trouble reports (i.e.  
24 6%), the sixth report would create the penalty situation and only the sixth should be

1       calculated as a penalty” (pg 13). CLink is stating that only the “misses” that exceed the  
2       Benchmark should be counted for penalty payments. In other words, they get up to the  
3       Benchmark for free. This is entirely contrary to the language in the ICA. Nowhere in the  
4       ICA does it state that only misses that exceed the Benchmark percentage should count.  
5       In fact, it states just the opposite. For example, the Remedy for Provisioning-Retail  
6       Circuits #1: Due Date Commitments Met says “When CenturyTel fails to meet the  
7       benchmark in a particular month, the Standard Payment plus any Non-Recurring Charges  
8       **shall apply to each order where the due date was missed**” (emphasis added). The  
9       same is true of the Remedy for Provisioning-Retail Circuits #3: Percent Trouble Reports  
10      Within 30 Days where it says “In a month when Benchmark is not met, CenturyTel shall  
11      pay Socket the Standard Payment **for each Trouble Report reported within 30 days** of  
12      Installation/Move” (emphasis added). The language is consistent throughout the  
13      Performance Measures (Appendix-Performance Measures, Column 4 [the “Remedy”  
14      column of the chart]). Socket’s calculations therefore are not overstated, but in line with  
15      the ICA.

16   **Q.       CenturyLink in Mr. Boudhaouia’s testimony focuses on excluding a large group of**  
17   **“misses” from the Pre-Ordering/Ordering #7: Jeopardy Notices PMs because they**  
18   **were not due to “CenturyTel cause”. How has this missed the point of the**  
19   **Performance Measures?**  
20

21   **A.**      Mr. Boudhaouia discusses in his testimony how some “misses” for the PMs,  
22               specifically for Pre-Ordering/Ordering #7: Jeopardy Notices and Provisioning-Retail  
23               Circuits #1: Due Date Commitments Met should be excluded from the calculations when  
24               CenturyLink is not at fault (pgs 13-15). While the ICA does have this language in it, Mr.  
25               Boudhaouia has missed the point that the Measures are in place to ensure that timely

1 notices are sent to Socket. The pattern illustrated in the Pre-Ordering/Ordering #7:  
2 Jeopardy Notices PMs is that CLink does not send timely Jeopardy notices. When  
3 Jeopardy notices are sent, they are usually sent the business day after the install due date,  
4 and often do not arrive until as late in the day as the afternoon. There are many times  
5 where it takes multiple days for a Jeopardy notice to be issued. For example, from the  
6 November 2018 PMs, PON SCKTLGID37236 was FOC'd with a due date of 11/26/18  
7 which was a Monday. Nothing was heard about the status on this PON until the Jeopardy  
8 notice arrived on 12/4/18, which was the Tuesday the week after the due date. The  
9 Jeopardy notes said "End user reported to tech. that they want to cancel the order, do not  
10 want install." This PON was Supplemented with a new due date and was installed  
11 12/6/18. Other examples include PON SCKTLGID41460, which was FOC'd for  
12 Thursday 10/31/19, but the Jeopardy did not arrive until a full week later on Thursday  
13 11/7/19. PON THORI181281 was FOC'd for 10/2/18, but the Jeopardy was not issued  
14 until Thursday 10/4/18. PON SCKTLGID39456 was FOC'd for Wednesday 6/5/19, but  
15 the Jeopardy was not sent until Monday 6/10/19. CenturyLink's insistence on excluding  
16 "misses" not "due to CenturyTel cause" is another method of circumventing the spirit of  
17 the Performance Measures. Regardless of the reason for a jeopardy situation,  
18 CenturyLink should be able to send a notice on time and the ICA requires it to do so or  
19 pay a penalty.

20 **Q. Mr. Boudhaouhia also states that "misses" not due to "CenturyTel cause" should be**  
21 **excluded from Provisioning-Retail Circuits #1: Due Date Commitments Met as**  
22 **well. How is that misleading?**  
23

24 **A.** Mr. Boudhaouhia's assertion that "misses" not due to "CenturyTel cause" should  
25 be excluded from Provisioning-Retail Circuits #1: Due Date Commitments (pg 14-15) is



misleading because while the ICA does have that language, it does not address the proper procedure when a Due Date will be missed. If a Due Date is going to be missed, a Jeopardy notice should be sent and in it CLink should either assign a new Due Date or request that Socket choose a new Due Date. Since new Due Dates should be assigned in those cases, there should never be reason for these exclusions to come up. Furthermore, upon sampling the Completion notices for PONs with missed Due Dates, no Remarks or other text was found that stated that the delay was not caused by CenturyLink. Without that knowledge there is no way to exclude them in the preparation, plus they should not be there in the first place since, as stated above, they should have gone to Jeopardy instead.

**Q. Mr. Boudhaouia quotes text from your testimony regarding Provisioning-Retail Circuits #1: Due Date Commitments and applies it to Provisioning-Retail Circuits #3: Percent Trouble Reports Within 30 Days. How is this incorrect?**

A. Mr. Boudhaouia jumps to a conclusion without any facts when he quotes my testimony regarding Provisioning-Retail Circuits #1: Due Date Commitments. He states “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” (pg 15). This is a vast misinterpretation of what I said, and that testimony does not state or imply in any way that Socket chooses not to do cooperative testing or acceptance testing. The context of that quote is in regard to a shared database of time/dates that can be used to calculate the PM. The vast majority of circuits falling under that PM are xDSL-capable circuits which do not have the testing component so the Completion notice truly is the first notification. This is another

1 example of CLink taking something out of context in order to confuse and avoid the issue  
2 rather than addressing it.

3 **Q. CenturyLink claims that because Socket does not Pre-Qualify xDSL-capable loops**  
4 **or Condition those loops that these circuits cannot be counted for the Provisioning-**  
5 **Retail Circuits #3: Percent Trouble Reports Within 30 Days Performance Measure.**  
6 **How is this incorrect?**  
7

8 A. Mr. Boudhaouia goes on for great length about Pre-Qualification and  
9 Conditioning of xDSL-capable loops (pgs 16-19) but fails to point out anything in the  
10 ICA that says these are required for the Retail Circuits #3: Percent Trouble Reports  
11 Within 30 Days Performance Measure. The sections he quotes, Article XVIII,  
12 paragraphs 4.1.3, 6.0, etc do deal with Pre-Qualification and Conditioning, but say  
13 nothing about the Performance Measure. The Performance Measure itself states this is a  
14 “Percentage of New or Moved Circuits, including resold circuits, UNEs and  
15 combinations of UNEs, measured on a per customer basis, for which a Trouble Report is  
16 received within 30 calendar days of completion” (Appendix-Performance Measures) with  
17 no mention of a Pre-Qualification or Conditioning prerequisite to qualify. CenturyLink’s  
18 assertion that all xDSL-capable loops should be excluded is baseless since the items that  
19 are dealt with in Conditioning, “i.e., the removal of excessive or all bridged tap, load  
20 coils, and/or repeaters” (Art. XVIII, para. 6.1), are a very narrow subset of the issues that  
21 the Trouble Tickets are covering. In the December 2019 PMs, of the 66 circuits  
22 identified with a repair used to calculate this Measure, CenturyLink installed a missing  
23 jumper for 20 of them, replaced jumpers for 3 of them, had wired 10 of them to the  
24 wrong port or pair, had failed to tag & deliver 1, and 4 others had assorted CLink  
25 equipment failure, for a total of 38. None of those would have been fixed or prevented

1 by Pre-Qualification or Conditioning. The remaining 28 circuits had some sort of cable  
2 repair, the majority of which were bad splices, squirrel damage, mice damage, general  
3 damage, or shorts on the line, which again would not have been covered by the Pre-  
4 Qualification or Conditioning. So it can be seen that the three types of Pre-Qualification  
5 and Conditioning in the ICA ("bridged tap, load coils, and/or repeaters") do not cover  
6 anywhere near all of the problems in the Trouble Tickets, and therefore is not a valid  
7 reason for excluding all xDSL-capable loops from the PMs.

8 **Q. In summary, how would you characterize CenturyLink's claims in the rebuttal**  
9 **testimony?**

10  
11 A. CenturyLink's stances in the rebuttal testimony are attempts to avoid and confuse  
12 the issues at hand by offering misleading interpretations of the ICA, take positions that  
13 are entirely unsubstantiated by the ICA, or are just plain leaps to conclusions regarding  
14 Socket testimony. The attempts to exclude entire Performance Measures because of a  
15 narrow set of possible "miss" exclusions as with the xDSL-capable loops is an example  
16 of their incorrect, exaggerated, and misleading use of the ICA language. The attempt to  
17 exclude "misses" up to the Benchmark for calculating penalties is nowhere substantiated  
18 by the language of the ICA. The attempts to exclude the PMs and penalties altogether  
19 because of a missing word or date is an attempt to avoid the purpose of the Measures  
20 altogether by trying to get off on a technicality. The attempts to take Socket testimony  
21 out of context and reach invalid conclusions is an example of CLink trying to confuse the  
22 issue rather than address it. In summary, CenturyLink's rebuttal testimony is in parts  
23 baseless, in parts exaggerated, and in parts misleading, and overall inaccurate.

1 **Q. Does this conclude your testimony?**

2  
3 A. Yes. Under penalty of perjury, I declare the foregoing is true and correct to the best of  
4 my knowledge and belief.

5  
6 A handwritten signature in cursive script, reading "Anthony Lana", is written over a horizontal line.

7 Anthony Lana