

Exhibit No. _____
Issues: Entrance Facility Charges,
Dark Fiber Ordering
Witness: R. Matthew Kohly
Type: Surrebuttal
Sponsoring Party: Socket Telecom
Case No. TC-2020-0333
July 15, 2020

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	File No. TC-2020-0333
)	
CenturyTel of Missouri, LLC dba)	
CenturyLink)	
)	
Respondent.)	

SURREBUTTAL TESTIMONY OF
R. MATTHEW KOHLY ON BEHALF OF
SOCKET TELECOM, LLC

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**SURREBUTTAL TESTIMONY OF
R. MATTHEW KOHLY ON BEHALF OF
SOCKET TELECOM, LLC**

Q. Please state your name and address.

A. My name is R. Matthew Kohly. My business address is 2703 Clark Lane, Columbia MO
65202

Q. Are you the R. Matthew Kohly the Filed Direct Testimony in the case?

A. Yes.

Q. Do you have any general comments on the witnesses CenturyLink has elected to use in the proceeding?

A. Yes. CenturyLink's witnesses testifying in this proceeding previously worked for two incumbent local exchange companies acquired by CenturyTel. All three witnesses state that they have been employed by CenturyLink for a number of years. In looking at the states in which each witness says they previously testified, it appears that they were testifying on behalf of legacy Qwest or legacy Embarq and not necessarily CenturyTel, which is the legacy entity they are testifying on behalf of in this proceeding. Mr. Neilson and Mr. Boudhouia appear to have been previously employed by the legacy Qwest company and Mr. Lubeck appears to have been employed by the legacy Embarq company. Prior to the disputes in this case, none them previously interacted with Socket. To my knowledge, prior to the disputes in this case, none have any experience operating under the current interconnection agreement between Socket and the legacy CenturyTel and no knowledge of past interactions and practices between the two companies.

1 CenturyLink has at least one employee from the legacy CenturyTel entity, Susan Smith,
2 that has experience operating under the current interconnection agreement, knowledge of
3 past interactions and practices, was directly involved in the current dispute issues and has
4 testified as an expert witness in disputes between Socket and Century Tel. Ms. Smith
5 was also directly involved in negotiating and establishing the current interconnection
6 arrangements between Socket and CenturyTel. She was also directly involved in dark
7 fiber inquiries involved in similar situations to ones in dispute in the current proceeding.

8 **Q. What is the first issue that you will address?**

9 A I will address CenturyLink's change in its practices by beginning to assess Entrance
10 Facility charges to Socket for the Party's Interconnection Trunks for the portion of the
11 trunk on CenturyLink's side of the Point of Interconnection (POI). This was addressed in
12 my Direct Testimony and responded to in the Rebuttal Testimony of CenturyLink's
13 witnesses, Mr. Lubeck and Mr. Nielson.

14 **Q. Based upon the rebuttal testimony of Joshua Nielson and Alan Lubeck, what do you**
15 **understand CenturyLink's position to be on this issue?**

16 A. CenturyLink has changed its operating practices and is now taking the position that
17 Entrance Facilities are required for Socket to establish interconnection regardless of the
18 type of interconnection Socket chooses to connect to CenturyLink's network with only
19 the exception being Virtual Collocation (Lubeck, pg. 5, lines 23-24, Nielson, pg. 5, lines

1 19-21). CenturyLink acknowledges these charges are for facilities on CenturyLink's side
2 of the Point of Interconnection.¹

3 Both witnesses seek to support this claim by asserting FCC rules require entrance
4 facilities in all forms of interconnection and they must also be required because rates for
5 Entrance Facilities are in the Interconnection Agreement. Lastly, they claim Socket
6 knowingly requested facilities and trunking on DS3s and DS1s at the Entrance Facility
7 rates (Nielson, pg.4, line 17-18). In response to Socket's Data Request #9, CenturyLink
8 stated that there was only one instance where Socket would not be charged for entrance
9 facilities and that was through Virtual Collocation where the parties interconnected their
10 network via fiber meet-point and where Socket was purchasing CenturyTel-provided
11 interoffice transport. Socket is not using this arrangement.

12 **Q. Do you agree with this position?**

13 **A.** No.

14 **Q. Can you explain?**

15 **A.** It is clearly contrary the terms of the ICA in Article V, which addresses interconnection.
16 Several sections of that Article make it abundantly clear that each party is responsible for
17 its expenses, its facilities, and its trunking on its side of the POI. Those sections are:

¹ Direct Testimony of R. Matthew Kohly citing e-mail from Jeff Nodland, page 8, line 21-22. E-mail attached as Schedule 5. Discovery Response - "Entrance facilities are an established element of any interconnected network involving customers who order facilities from CenturyLink from their point of interface to the CenturyLink network", the phrase Point of Interface being analogous to Point of Interconnection.

1 Section 4.0. Requirements for Establishing Points of Interconnection

2 4.8 Socket will be responsible for engineering and maintaining its network on its side
3 of the POI. CenturyTel will be responsible for engineering and maintaining its
4 network on its side of the POI.

5 4.9 Each Party will be responsible for providing the necessary equipment and
6 facilities on its side of the POI.

7 Section 8.0 Interconnection Facility Compensation

8 8.1 Each Party is responsible for bringing its facilities and trunks to the POI.

9 Section 11. Trunking

10 11.1.5 Consistent with Section 8.1, each Party will be responsible for the expenses
11 associated with its own portion of the trunking on its own side of the Point of
12 Interconnection.

13 CenturyLink has clearly acknowledged it is to trying bill Socket for facilities on
14 CenturyLink's side of the POI, but multiple sections of the ICA say that is not permitted.

15 **Q. What is the support for their position from the ICA?**

16 A. CenturyLink relied upon two provisions of the ICA to support its position. In summary,
17 they cite to a paragraph in the ICA that merely acknowledges that under the Triennial
18 Review Remand Order, CLECs have the right to obtain Entrance Facilities for the
19 purpose of interconnection and CLECs will have access to those facilities at cost based
20 rates. Second, they point to the fact that there are rates in the ICA for Entrance Facilities.

21 **Q. What is their flaw in their belief that Entrance Facilities are required?**

22 A. The phrase "have the right to obtain" and "will have access" is not the same as "must
23 obtain" and "must access".

1 Q. **Are Entrance Facilities even relevant to the interconnection arrangements described**
2 **in your direct testimony?**

3 A. No. Neither witness provides a definition of an Entrance Facility or disputes my
4 definitions and descriptions of an Entrance Facility. I provided several, but the gist of
5 those was that an Entrance Facility is a **physical cable facility that runs from a point in**
6 **a telephone exchange that is outside of the central office and goes from the exterior**
7 **of the central office to the interior of the central office and physically connects two**
8 **networks.** Neither witness alleges CenturyLink is providing this type of facility.

9 CenturyLink provided a diagram of what they are calling an entrance facility. The
10 diagram is labeled as if it is to depict the interconnection arrangement between Socket
11 and CenturyLink at the Columbia Main Central Office. A copy of that diagram is
12 attached as Schedule Kohly - 1. Socket is paying for the facility labeled “3/1 Mux or
13 DCS K02” and everything to the left of that. A 3/1 Mux is a DS3 to DS1 multiplexor and
14 a DCS is a Digital Cross-Connect System. Those items are either furnished by Socket or
15 purchased from CenturyTel of Missouri’s collocation tariff as described in my Direct
16 Testimony on pages 19-20.

17 CenturyLink is identifying the equipment it is providing as the box labeled “CTL
18 switch/DCO” that they are identifying as a switch or Digital End Office by its CLLI code.
19 To physically connect to what CenturyLink is calling a switch would also require them to
20 have a CenturyLink provided Multiplexor or Digital Cross-Connect System facility for
21 that cable to connect to. What they are calling an Entrance Facility is merely an intra-
22 office cross-connect cable that connects the Socket-provided “3/1 mux or DCS K02” to a

1 CenturyLink 3/1 mux or DCS labeled as “CTL Switch/DCO”. This cross-connect cable
2 is nothing but a short coaxial cable. For this cable, CenturyLink is billing Socket \$102.22
3 per month. This is hardly a physical cable facility that runs from a point in the telephone
4 exchange that is outside of the central office and goes from the exterior of the central
5 office to the interior of the central office being billed at cost-based rates. I would note
6 that the price for a DS-1 cross connect in the ICA is \$3.10, but CenturyTel never asserted
7 that charge (or any charge) applied when the arrangements were established.

8 **Q. Is there a flaw in that diagram?**

9 **A.** Yes. It shows “OSP Splice to CenturyLink” indicating Socket’s fiber cable would be
10 connected to a CenturyLink-provided cable. From the point where the two cables
11 connected (“OSP Splice to CenturyLink”), CenturyLink’s cable would connect to
12 Socket’s collocation facility, which is labeled as Collo NDT. That is not correct. Socket
13 is supplying the fiber cable that enters the CenturyLink Central Office and goes to
14 Socket’s collocation. CenturyLink was compensated for pulling that cable into the
15 Central Office and continues to be compensated for the space that cable occupies.
16 Clearly, Socket is providing its own facilities and compensating CenturyLink for
17 connecting to CenturyLink’s network as Mr. Lubeck says is required (Lubeck, Rebuttal,
18 pg. 5, lines 23-24).

19 **Q. Are Entrance Facilities necessary for CLECs to interconnect with the ILEC’s**
20 **network to exchange traffic?**

21 **A.** No. They are only one means of interconnecting with the ILEC network to exchange
22 traffic. The paragraph from the First Report and Order cited by Mr. Lubeck states:

1 We conclude that, at a minimum, incumbent LECs must provide
2 interconnection at the line-side of a local switch (at, for example, the main
3 distribution frame), the trunk-side of a local switch; the trunk interconnection
4 points for a tandem switch; and central office cross-connect points in general².

5 This paragraph identifies the minimum separate points where an ILEC must permit
6 interconnection. The FCC went on to encourage the parties and States Commissions to
7 identify additional points of technically feasible interconnection.³

8 **Q. Does the ICA between Socket and CenturyLink have additional points of**
9 **interconnection?**

10 A. Yes. Those are Physical Collocation, Virtual Collocation, Fiber-Meetpoint, Socket Self-
11 Provisioning or Leasing of Facilities from a Third-Party

12 Through this quote and his testimony on page 4 (Lubeck, pg..4 lines 5-19), he
13 acknowledges each point in this paragraph is a separate option where an ILEC must
14 permit interconnection and no one type is mandated. Their position that an Entrance
15 Facility is required is inconsistent with the ICA.

16 **Q. Joshua Neilson states in his testimony that Socket placed orders for a Muxed DS3**
17 **from CenturyLink's network facility and for the trunking to ride this facility. Is that**
18 **correct?**

19 A. Mr. Neilson does not state where or when this occurred, but this was the agreed upon
20 process for establishing interconnection arrangements between legacy CenturyTel and
21 Socket. In this context, the term "ordering" is this context does not mean purchasing.
22 The purpose of one party "ordering" is to identify the facility and trunks so that each
23

² *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, CC Docket No. 96-98, CC Docket No. 95-185, First Report and Order, 11 FCC Rcd 15499, 15506-07 ¶ 210 (1996).

³ *Ibid.* ¶ 212.

1 party knows where to place those for purposes of interconnecting their networks and
2 exchanging traffic. The two companies cannot simply say, "Let's connect our
3 networks". They have to specify in detail how traffic how will be routed through the
4 agreed upon POI and across the two party's networks. For example, when establishing
5 an interconnection arrangement, some trunks are dedicated to specific exchanges. Also,
6 the trunks can be one-way meaning they carry traffic in one direction or two-way
7 meaning the trunks can carry traffic in two-direction. This has to be done in the
8 discussions about where and how to interconnect their networks and carried out through
9 the "ordering" process. This is acknowledged by Mr. Neilson on Page 5 of his Rebuttal
10 Testimony. During discussion about establishing or maintaining interconnection
11 arrangements with CenturyTel, CenturyTel never asserted Entrance Facility charges
12 would be assessed. Mr. Neilson would not know that because he was not involved in
13 those discussions and most likely was not working for the legacy CenturyTel company at
14 the time those were established in 2006.

15 A good example of this is shown in the trunk forecast for Branson, which is attached as
16 Kohly – Schedule - 2. It shows a number of trunks dedicated to specific exchanges
17 identified in the "Comments" column. Here, those trunks were dedicated to routing calls
18 to the specific exchanges identified in that column. It also has the comment that these are
19 identified as "Exchanges where interconnection traffic is expected to exceed a DS1, but
20 no POI is required" (meaning no additional POI). Socket placed "orders" for all of these
21 trunks. These "orders" were placed so that each company knew what the facility and
22 trunks to connect so that each party knew where to route calls to specific destinations.

1 There was no expectation on either company's part that Socket would pay for entrance
2 facilities into these Central Offices or into the Branson Central Office. Identifying the
3 facility and trunks does not move the POI from where the two networks physically
4 connect inside the office nor does it change each party's financial responsibility for its
5 expenses, facilities, or trunking on its side of the POI.

6 An example of this is clearly laid out in an email exchange between Socket and
7 CenturyTel involving this Branson Interconnection. A copy of that email is attached as
8 Kohly – Schedule - 3. In my email to Susan Smith on October 18, 2016, I summarized
9 the project establishing the POI in Branson as follows:

10 To summarize the project, there will be two points of interconnection in Branson
11 when this project is completed. Initially nothing will change with the POI at
12 BASNMOXA so no orders will be placed at this time. At a later date, Socket will
13 cancel CT11380 and will place the necessary order at that time.

14
15 For new POI that we will be establishing, the POI will be at the LightCore POP or
16 BASNMOEV. This POI will be established pursuant to Article V, Section 6.1.4
17 of our ICA, which addresses "Socket Self-Provision and/or Leasing of Facilities
18 from a Third Party Provider". According to Section 6.1.4.2, "the POI shall be the
19 point where the facilities of Socket (or those of a third party) physically connect
20 to the facilities of CenturyTel." As applied to Branson, the POI will be the point
21 where the facilities that Socket has obtained from LightCore interconnect or meet
22 the facilities provided by CenturyTel, which, again, will be in the LightCore POP
23 - BASNMOEV. Socket has provided the LOA/CFA that contains the information
24 for CenturyTel to connect its facilities to Socket's third-party provided
25 facilities. Pursuant to Section 4.8 and 4.9 of Article V, each party will be
26 responsible for providing the necessary equipment and facilities on its side of the
27 POI, including the necessary engineering and maintenance on its side of the
28 POI. CenturyTel will be responsible for its facilities to connect to
29 BASMNOEV. In similar situations with other ILECs, the ILEC places the orders
30 for the facilities they are responsible for. Please let me know as soon as possible
31 why CenturyTel believes that Socket should place orders facilities on
32 CenturyTel's side of the POI?
33

1 In my email, I was identifying where the new POI was going to be located, which was the
2 LightCore POP – BASNMOEV. We were able to use that location because CenturyTel
3 already had facilities in that building. Because of this, there was no reason to collocate
4 for the purposes of establishing interconnection. In my email I was questioning why
5 CenturyTel expected Socket to place orders for facilities and trunking on CenturyTel's
6 side of the POI. I was questioning who was placing the "orders" to make sure there
7 would be no charges such as charges for Entrance Facilities since we were not
8 interconnecting in CenturyTel's Branson CO and we were the placing the requests for
9 facilities and trunks.

10
11 Susan Smith, with CenturyTel replied as follows:

12
13 First, we do not have any issues with using the IXC POP as your POI for local
14 traffic exchange as discussed. We understand the terms of the agreement and our
15 responsibility for costs on our side of the POI for local traffic exchange, and
16 concur with the passages you have cited.

17
18 However, your claim that "In similar situations with other ILECs, the ILEC
19 places the orders for the facilities they are responsible for." caught us by
20 surprise. If the CLEC did not place the order how would the ILEC know when,
21 where and how to terminate the appropriate facilities? Also, this position is
22 consistent with the following provision in Article V or Article VIII.

23
24 2.6 Socket shall submit service orders for establishing interconnection
25 arrangements consistent with the provisions of Article VIII: Ordering and
26 Provisioning, using an LSR or ASR as appropriate. Upon receipt of a Socket
27 service order, CenturyTel shall review the order in order to identify LSOG and
28 ASOG OBF compliance errors on the order. If CenturyTel finds errors in an
29 order submitted by Socket, CenturyTel will identify all known errors on the order
30 and refer them back to Socket on a single response. Socket will then correct any
31 errors that CenturyTel has identified and resubmit the request to CenturyTel
32 through a supplemental order.

33
34 Next, we checked with AT&T and BellSouth and again found that an ASR is
35 always required by the CLEC so that the ILEC knows when, where and how to

1 terminated the requested interconnection facilities. They both confirmed that
2 documents are provided by the CLEC prior to implementing new
3 interconnections, a planning meeting takes place between the Parties, and they are
4 then prepared to receive the ASR from the CLEC. I believe this is the same thing
5 we attempted to convey on the call. I apologize if this way not clearly conveyed
6

7 With this response she is acknowledging the POI is at the Lightcore POP, which is
8 consistent with my Direct Testimony. She also acknowledged CenturyLink was
9 responsible for its costs on its side of the POI by stating, "We understand the terms of the
10 agreement and our responsibility for costs on our side of the POI". However, in this
11 situation, CenturyTel expected Socket to place all service orders, even those it
12 acknowledged would be for facilities on CenturyLink's side of the POI. The purpose of
13 placing those orders was not to purchase facilities or trunking but rather to identify where
14 to terminate the appropriate facilities and trunks as recognized by her statement, "If the
15 CLEC did not place the order how would the ILEC know when, where and how to
16 terminate the appropriate facilities?"

17 Two separate orders were placed because of the requirements of CenturyTel's operations
18 support system in place at the time. All that these "orders" did was to establish the paths
19 or lanes for how traffic would be routed. This is process followed for establishing all of
20 our interconnection arrangements with CenturyTel. The parties agreed upon the POI
21 location, acknowledged financial responsibility for the facilities and trunking on their
22 side of the POI and Socket placed orders to identify the facilities and trunks that would
23 route traffic to specific destinations. In managing the current interconnection
24 arrangements, Socket continues to place "orders" for increasing, decreasing, or changing
25 the interconnection facilities and trunking.

1 As indicated in Susan Smith's email, CenturyTel checked with AT&T and Bell South and
2 relied upon their procedures to be consistent with those companies on how they
3 addressed establishing interconnection arrangements. Like CenturyTel originally agreed
4 upon and performed, it is Socket's experience that AT&T does not charge Socket for
5 facilities on its side of the POI. This was not some random decade long billing error as
6 they now claim.

7 **Q. Regarding Mr. Lubeck's testimony on charging Socket for facilities to interconnect**
8 **with CenturyLink's network combined with CenturyLink's discovery response,**
9 **does his testimony contradict itself?**

10 **A.** Yes. On Page 3, lines 9-12, Mr. Lubeck acknowledges the terms of the ICA do not allow
11 CenturyLink to charge for the underlying facilities that connect the party's network but
12 goes on to state that it does allow to charge for trunking, which he states is equivalent to a
13 "park entrance" rather than a facility. On Page 5, lines 23-25, Mr. Lubeck takes the
14 position that "the "facilities" that the FCC has determined are necessary for CLEC to
15 interconnect with the ILEC's network to exchange local traffic are entrance facilities.
16 He first says they are not allowed to charge Socket for underlying facilities and then
17 states they are allowed to charge for "facilities". This is a contradiction. This
18 contradiction is further shown by CenturyLink's discovery response stating, "Entrance
19 facilities are an established element of any interconnected network involving customers
20 who order facilities from CenturyLink from their point of interface to the CenturyLink
21 network."

22 **Q. Is the fact that the language regarding Entrance Facilities in Article V. Section 1.3**
23 **was not a contested issue when the ICA was arbitrated before the Missouri**
24 **Commission as noted in Mr. Neilson's testimony relevant?**

1 A. No. This provision was negotiated and agreed upon. At no time in those negotiations did
2 CenturyTel take the position that it could or would charge Socket for Entrance Facilities
3 in the manner it is trying to now. If they had taken that position, it would have been an
4 arbitrated issue. Of course, I do not expect Mr. Nielsen to know about those negotiations
5 since he was not involved in them and was most likely working for Qwest at the time.

6 Q. **Does Socket's ICA with AT&T Missouri have similar language regarding Entrance**
7 **Facilities being used for Interconnection?**

8 A. Yes. It does. That agreement was modified to incorporate the FCC's forbearance items to
9 conform to Case No. 4:05-CV-1264 CAS and Extend Termination Date. As part of that
10 amendment, Entrance Facilities were declassified as UNEs but retained as one form of
11 interconnection. Section 4.1 of that amendment states,

12 AT&T Missouri shall provide CLEC access to Entrance Facilities at TELRIC
13 rates solely for interconnection purposes within the meaning of Section 251(c)(2)
14 of the Act for the transmission and routing of telephone exchange service and
15 exchange access service. Entrance facilities are transmission facilities that
16 connect CLEC networks to ILEC networks. CLEC is not entitled to Entrance
17 Facilities for any other purpose, including without limitation (i) as unbundled
18 network elements under Section 251(c)(3) of the Act or (ii) for backhauling (i.e.
19 to provide the final link in the dedicated transmission path between a CLEC's
20 customers and the CLEC's switch, or to carrier traffic to and from its own end
21 users) ("Declassified Entrance Facilities.

22 As part of this amendment, the rates for Entrance Facilities were not removed from the
23 ICA. Sockets ICA's with AT&T in other states has similar language.

24 This language is identical in meaning to the language in the Article V. Section 1.3 of the
25 ICA between Socket and CenturyLink that Mr. Lubeck is citing as one of the bases for
26 charging Socket for Entrance Facilities.

1 **Q. Has AT&T ever attempted or does AT&T charge Socket for Entrance Facilities in**
2 **any of Socket's interconnection arrangements?**

3 A. As noted above, despite being interconnected in a similar fashion to how Socket is
4 interconnected with CenturyLink, AT&T has never attempted or charged Socket for
5 Entrance Facilities for Socket's interconnections in Missouri, Arkansas, Oklahoma, or
6 Kansas.

7 **Q. Does the fact three other CLECs are being billed and pay for Entrance Facilities**
8 **matter?**

9 A. No. Like CenturyLink's two witnesses addressing the Entrance Facility issue with
10 Socket and their lack of involvement with Socket in establishing those arrangements, I
11 was not involved in the negotiations with those three CLECs and CenturyLink in
12 establishing their interconnection arrangements. Since I was not involved, I do not know
13 what was agreed upon and do not know the specifics of their arrangements. I also did not
14 ask these companies for advice nor offer advice on how to establish interconnection
15 arrangements under Socket's ICA that these companies adopted. Lastly, those CLECs
16 may also not be as diligent in watching their invoices as Socket's accounting department.

17 **Q. What is the next issue that you wish to address?**

18 A. That is the issue of Dark Fiber Inquiries addressed in the testimony of Mr. Boudhaouia.
19 He makes several claims that I disagree with. Those are:

- 20 • In his opinion, Socket must be collocated or have submitted a collocation
21 application prior to submitting a dark fiber inquiry to show that it is serious about
22 obtaining dark fiber.

- 1 • CenturyLink is not required to perform an exhaustive inventory of its dark fiber.
- 2 • CenturyLink is not required to provide jumpers between any Fiber Distribution
- 3 Panels that connect two wire centers.
- 4 • CenturyLink only has to state whether or not dark fiber is available and provide
- 5 no other information about its review.
- 6 • Socket is submitting dark fiber inquiries between offices that are not wire centers.

7 I will address each of these points.

8 **Q. Regarding his first point, that Socket must be collocated or have submitted a**
9 **collocation application prior to submitting a dark fiber inquiry to show that it is**
10 **serious about obtaining dark fiber, do you have a response?**

11 A, This is just his opinion and nothing more. Mr. Boudhaouia cannot cite to any provision
12 of the ICA to support his opinion that Socket must be collocated prior to submitting a
13 dark fiber inquiry. The two sections he cites, (Article V, Sections 5.3.2 and 5.4.6.1) are
14 regarding Socket's rights to obtain dark fiber rather than to find out if it exists by
15 submitting a dark fiber inquiry. Socket is paying a non-recurring charge of \$580.11 for
16 each inquiry. Socket does not simply submit inquiries and pay that fee on a whim. I
17 thoroughly addressed the process for submitting dark fiber inquiries and then obtaining
18 dark fiber if it is found to be available in my Direct Testimony (pages 29 through 32). If
19 we were to follow Mr. Boudhaouia's opinion that Socket must either be collocated or
20 have submitted a collocation application prior to submitting a dark fiber inquiry, Socket
21 would incur a \$1,129 Application Fee just for submitting the collocation application,

1 even though fiber may not be available. That would be in addition to the \$580.11 charge
2 for the dark fiber inquiry.

3 As stated in my Direct Testimony, Socket often submits dark fiber inquiries to determine
4 where to collocate because it relies on the availability of dark fiber to support that
5 collocation⁴. For example, in establishing a collocation arrangement in the St. Peters
6 wire center, one that we have since shut down, we submitted the collocation application
7 within 12 days after receiving the response indicating that dark fiber was available. This
8 has occurred in numerous other cases where Socket first submitted a dark fiber inquiry,
9 learned the results, and then made the decision on whether or not to proceed with
10 collating in that Central Office.

11 Q. **What is your response to Mr. Boudhaouia's assertion that CenturyLink is not**
12 **required to perform an exhaustive inventory of its dark fiber when Socket submits a**
13 **dark fiber inquiry?**

14 A. I disagree. When Socket submits a dark fiber inquiry, according to Article V. Section
15 5.4.2.1, "CenturyTel will inventory dark fibers." Once Socket submits the dark fiber
16 inquiry, the appropriate rate for that inquiry will be assessed. That rate is \$580.11. The
17 ICA requires CenturyLink to determine the total quantity of fibers, then defines the
18 analysis CenturyLink must perform to determine the availability of dark fiber. This
19 requires it to review dark fiber availability for each route between the
20 "A" and "Z" locations requested by Socket.

⁴ Kohly, Direct, Page 32, lines 1-21.

1 **Q. Do you agree with Mr. Boudhauia’s claim that CenturyLink is not required to**
2 **provide jumpers between wire centers?**

3 A. No. He quotes Article VII, Section 5.4.1 of the ICA which addresses dark fiber.
4 According to Mr. Boudhauia, that section means CenturyLink is not required to provide
5 jumpers between any Fiber Distribution Panels (“FDP”). If you actually read that section
6 of the ICA, it states, “All available spare dark fiber will be provided “as is”. No
7 conditioning will be offered.”

8 Mr. Boudhauia also cites to Article VII, Section 5.1, which also defines dark fiber. That
9 section defines it as:

10 Dark fiber is unlit optic cable that is deployed within CenturyTel’s network that is
11 in place and easily called into service. Unlit fiber is dark fiber regardless of
12 whether the fiber is spliced or terminated. Dark fiber includes unlit fiber that
13 could be, but is not currently, spliced or terminated in any segment including any
14 “dead count,” as well as point to point but not assigned segments.

15 Connecting fiber via inter-office jumper cables can easily call those fibers into service.

16 Performing the work to install inter-office jumper cable would be considered to be a
17 Routine Network Modification as defined in Article VII, Section 5.4.7.2.1 which is an
18 activity that CenturyTel regularly undertakes for its own customers. The rates for
19 performing this required Routine Network Modification are set out in the pricing
20 schedule for Article VII. These are the non-recurring and recurring charges for an inter-
21 office pass-thru cross-connect; meaning it passes through two FDPs located between the
22 two endpoints where Socket is requesting dark fiber.

1 CenturyLink's inquiry must review the potential offices where dark fiber could be made
2 available if inter-office cross-connects could be installed.

3 **Q. What information do you believe CenturyLink must provide in response to a dark**
4 **fiber inquiry?**

5 A. I believe CenturyLink must provide sufficient information to know how the inquiry was
6 performed, what was reviewed, and the outcome of that review. Mr. Boudhauia takes
7 the position that CenturyLink should not provide this information because he believes
8 Socket uses dark fiber inquiries as a means to go on fishing expeditions to learn
9 competitive information. That claim is also untrue. The dark fiber potentially available
10 to Socket is unused fiber between CenturyLink wire centers that meets the criteria
11 defined by the FCC and the ICA. I presume CenturyLink has connected all of its wire
12 centers with fiber so there is no competitive information to be gained.

13 If sufficient information is not provided, Socket will not know whether a thorough review
14 was performed or if CenturyLink has changed its business practices such as starting to
15 take positions that it was not obligated to perform Routine Network Modifications such
16 as installing inter-office cross-connects which I learned about in Mr. Boudhauia Rebuttal
17 Testimony.

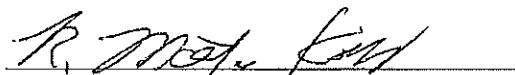
18 **Q. What about CenturyLink's claim that it does not have to provide dark fiber**
19 **between wire centers such as Harrisburg because it is not in the LERG?**

20 A. In my Direct Testimony, I address this issue on pages 39 through 41 using definitions
21 found in our ICA. I also refer to a prior dispute involving Socket obtaining dark fiber
22 between similarly situated offices in the Columbia exchange and the determination of

1 whether Socket was purchasing UNE loops or UNE subloops and the resolution of that
2 dispute as the basis for determining whether it would be possible for Socket to obtain
3 Dark Fiber between the Columbia Main location and Harrisburg office. Mr.
4 Boudhaouia does not address any of these items and simply asserts dark fiber is not
5 available because the Harrisburg office is not listed in the LERG. There is no such
6 requirement in the ICA.

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

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

10
11 

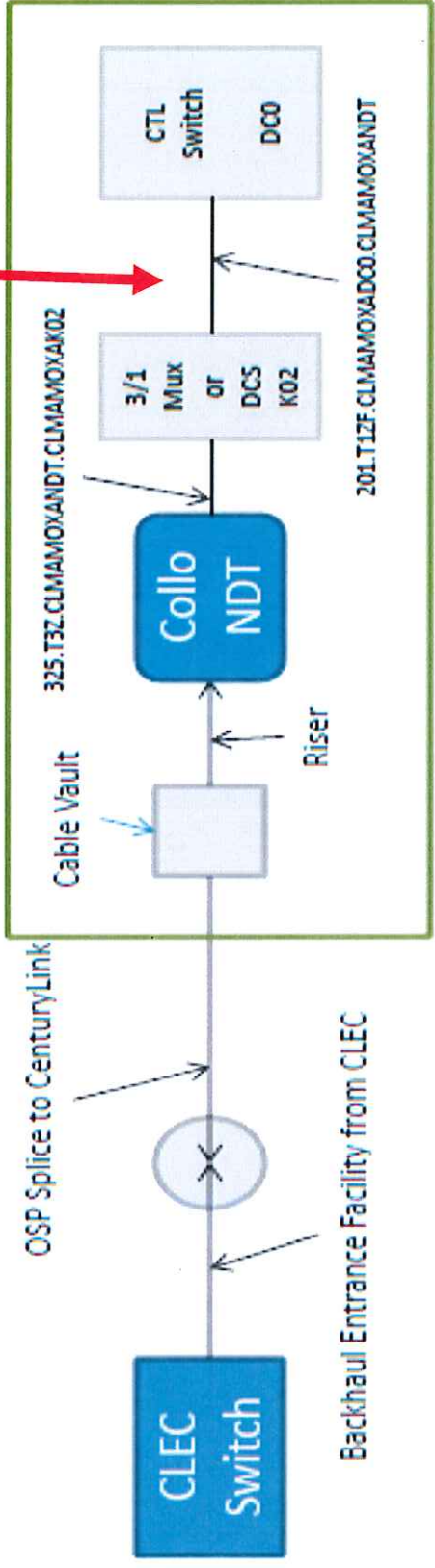
12 R. Matthew Kohly

Kohly – Schedule 1

CenturyLink Entrance Facility

Columbia, MO

Verified in CABS & Metaspolv = D53 Owned by Socket
& Ordered as Special Access



Instructions For Completing the Trunk Forecast Template

Introduction

The purpose of this interconnection trunk forecast document is to provide guidelines for the formats and language to be used in exchanges of trunk forecast information between CLECs or Wireless Carriers and CenturyTel.

These guidelines in no way supersede any established or future Interconnection Agreements between CenturyTel and individual CLECs. These guidelines in no way supersede any regulatory orders or tariff provisions related to interconnection trunking. These guidelines have been developed based on the successful collaborative effort for CLEC trunk forecasting.

Forecast Scope

On a semi-annual basis (quarterly where specific contracts between CenturyTel and individual companies state quarterly forecasts as a requirement or where a significant change in demand occurs between forecast periods), CLECs will be requested to provide CenturyTel with a detailed forecast of traffic and volume requirements for all interconnection trunking. This should include requirements for both new growth and changes in volume. This forecast should provide volume information on the following types of interconnection trunks:

- Local CLEC to CenturyTel
- Local CenturyTel to CLEC
- Wireless Interconnection Trunks
- 911 / E911
- IXC Access (Tandem Subtending)
- Choke

CLEC/s and Wireless Carriers should strive to provide CenturyTel forecasts with a high degree of accuracy. The remarks section of the forecast template should be used to identify high priority requirements and indicate special considerations. In the instructions and template the term "Carrier" is meant to describe either a CLEC or a Wireless Carrier.

TRUNK FORECAST TEMPLATE INDIVIDUAL FIELD DEFINITIONS
(See Attach #2 for Sample Template)

Header Section

1. Carrier Name:

DEFINITION: This field identifies the Telecommunications Carrier issuing the trunk forecast.

Usage: Used by CenturyTel to identify individual carrier forecasts.

EXAMPLE: ABC Telecom

2. Forecast Issue Date:

DEFINITION: This field identifies the date the Telecommunications Carrier issues the trunk forecast.

Usage: This information will be used by CenturyTel to distinguish the current view from previously provided forecast information.

EXAMPLE: 02/07/01

3. ACNA:

DEFINITION: This field identifies the unique Access Carrier Name Abbreviation of the Carrier issuing the trunk forecast.

Usage: This field will be used by CenturyTel to further identify the Telecommunications Carrier issuing the trunk forecast information.

EXAMPLE: ABC

4. Issued By:

DEFINITION: This field identifies the name and the title of the person issuing the forecast for the Carrier.

USAGE: This information will be used by CenturyTel to contact the Carrier if additional information concerning the forecast is required.

EXAMPLE: Jane Doe, Network Manager

5. Reach Number:

DEFINITION: This field identifies the Telephone Reach Number of the Carrier employee who originated this trunk forecast. The field should contain a three-digit area code, three-digit exchange, and a four-digit line number.

USAGE: This information will be used by CenturyTel to contact the Carrier if additional information concerning the forecast is required.

EXAMPLE: 1-800-555-1212

Trunk Group Specific Section

6. LATA:

DEFINITION: This field indicates the LATA at the CenturyTel switch that the trunk group(s) forecast will serve. A separate forecast should be prepared for each LATA for which the Carrier is providing trunk forecasts.

USAGE: This information will be used to distribute the forecasts to appropriate personnel within CenturyTel.

EXAMPLE: 132

7. ACTL (Access Customer Terminal Location) / POI (Point of Interface):

DEFINITION: This field identifies the CLLI Code of the Terminal Location / POI of the Carrier providing the Local Service. If the Carrier does not have a CLLI Code for a particular ACTL / POI, the Carrier must obtain a code prior to the submission of the trunk forecast. For new trunk groups only, an 8-character CLLI code may be used if an 11-character code is not yet available.

EXAMPLE: GRCYNYAANMD

8. TSC

DEFINITION: This field identifies the unique number assigned to the Trunk Group by CenturyTel. For new trunk groups, indicate "New" in the field.

USAGE: This field assures that CenturyTel and the Carrier are referencing the appropriate trunk group.

EXAMPLE: AM123456

9. CenturyTel Switch CLLI:

DEFINITION: This field is the eleven - (11) character CLLI (Common Language Location Identification) Code of the CenturyTel switch.

USAGE: The CLLI identifies the CenturyTel switch in unique terms.

EXAMPLE: IRNGTXXB01T

10. TO (Traffic Origination):

DEFINITION: This field is used to identify the direction of traffic for each trunk group between CenturyTel and the Carrier.

USAGE: The following codes should be used. CTEL = Traffic originates with CenturyTel. CL = Traffic originates with Carrier, 2W = Two Way Traffic (where available).

EXAMPLE: CTEL, CL, 2W

11. DS (Direction and Type of Signaling):

DEFINITION: This field is a two character code which identifies the direction of traffic movement for trunk groups and the type of pulsing signals between the CenturyTel and Carrier location. Refer to Bellcore standard for a complete list of definitions. The following table represents the most common selections:

DS	Description
MM	Two way MF pulsing
-M	MF Pulsing from Carrier to CenturyTel
M-	MF Pulsing from CenturyTel to Carrier
77	Two way SS#7 pulsing
-7	SS#7 Pulsing from Carrier to CenturyTel
7-	SS#7 Pulsing from CenturyTel to Carrier

USAGE: This field is required to help identify the components necessary to build the trunk group.

EXAMPLE: 77

12. Carrier Switch CLLI:

DEFINITION: This field is the eleven - (11) character CLLI code of the Carrier Switch.

USAGE: The CLLI identifies the Carrier switch in unique terms.

EXAMPLE: GRCYTXAADS0

13. INTERFACE TYPE (Point of Interconnection):

DEFINITION: This element describes the Interface Group desired for this traffic. These Groups relate to the Carrier POI Interface Groups for Switched Access Service.

Interface Type	CLEC/CenturyTel Point of Interconnection
DS1	DS1 Level High Speed Digital (1.544 MBPS)
DS3	DS3 Level High Speed Digital (44.736 MBPS)

USAGE: This field is required on all documents.

EXAMPLE: DS1

14. 56 KB or 64 Clear Channel:

DEFINITION: This field defines the requirement for either 56KB or 64 clear channel on this trunk group. Note: 64 clear channel shall be provided where available.

USAGE: This field is required to help identify the components necessary to build the trunk group.

EXAMPLE: 56 or 64

Trunk Forecast Section

Current Year Trunk Requirements

15. Trunks In-Service as of Forecast Issue Date:

DEFINITION: This field identifies the number of DS0 trunks In Service for this trunk group as of the date of the forecast.

USAGE: This information gives CenturyTel the starting point for this forecast.

EXAMPLE: 192

16. 1Q FCST, 2Q FCST, 3Q FCST, 4Q FCST:

DEFINITION: These fields indicate the cumulative trunk quantity forecasted for each quarter of the current year. Quantities indicate end of quarter requirements. As semi-annual updates are provided, fields for past quarters should be used to indicate actual in-service amounts.

USAGE: This information will identify any changes in requirements for the current year.

EXAMPLE: 192 (Only the number of DS0 cumulative trunks required)

Trunk Forecast Requirements: Current Year + 1

17. 1Q FCST, 2Q FCST, 3Q FCST, 4Q FCST:

DEFINITION: These fields indicate the cumulative trunk quantities forecasted for the First Future Year (Current Year +1) by quarter for that year. Quantities indicate end of quarter requirements.

USAGE: This information provides an indication of timing as well as volumes for the forecast year.

EXAMPLE: 216 (Only the number of DS0 cumulative trunks required)

18. Trunk Forecast Requirements: Current Year + 2:

DEFINITION: This field indicates the cumulative trunk quantities forecasted to be required for the second future Year (Current Year +2) as of the end of the year.

USAGE: This information provides volumes for the forecast year.

EXAMPLE: 216 (Only the number of DS0 cumulative trunks required)

Other

19. TRAFFIC USAGE:

DEFINITION: This field is used to identify or expand upon the serving arrangement for each trunk group.

USAGE: It should be used to describe the traffic usage for this group.
i.e. Local, IntraLATA Toll, Inter-LATA Toll,
Wireless (CRMS), 911/E911,
IS/Mass.Anc. (Information Service/Mass Announcement)

EXAMPLE: Local

19. REMARKS:

DEFINITION: This field is used to expand upon or clarify forecast data for each trunk group. It should be used to identify the sizing and timing of major projects, major shifts in demand, new switches etc.

USAGE: This field should be used to identify high priority requirements and other forecast items to be included in correspondence and discussions with CenturyTel.

EXAMPLE: Will be establishing new POI in 2000.

Carrier Name : Socket Telecom
ACNA: XET
Issued By: Matt Kohler

Forecast Issue Date: 8/1/07
Reach Number:

Missouri - LATA 522

LATA	ACTL POI	TSC	Comments	Carrier/Rel Switch CLI	TO	DS	Carrier Switch CLI	INTER FACE TYPE	\$5 KB or 64 Chan Channel	Tris In-Secs of Port Issue Date	CURRENT YEAR TRUNK REQUIREMENTS				TRUNK FORECAST REQUIREMENTS				TRUNK FORECAST REQUIREMENTS	REMARKS
											1Q FOST	2Q FOST	3Q FOST	4Q FOST	1Q	2Q	3Q	4Q	Current Year + 2	Traffic Usage
522	BASNM0XA10T	CT111381	DEL	BASNM0XA10T	2W	77	STLSMO2CD2S2	DS1	64	48	48	48	48	48	72	72	72	72	72	72 JBL
522	BASNM0XA10T	New	Brianas Selective Router	BASNM0XA10T	1W	M	STLSMO2CD2S2	DS1	64	2	2	10	10	10	10	10	10	10	10	10 ES
522	BASNM0XA10T	New	West Plains Scaledre Router	WPLNM0XA10T	1W	M	STLSMO2CD2S2		64	0	0	2	2	2	2	2	2	2	2	2 ES

522	LightCore POP	CT111380	Local/AL	BASNM0XA10T	2W	77	STLSMO2CD2S2	DS1	64	672	672	1344	1344	1344	1344	1344	1344	1344	1344	1344	Local/AL
522		n/a	GNWYMOXA10T	BASNM0XA10T	2W	77				0	0	0	0	0	0	0	0	0	0	0	Local/AL
522		n/a	GSVLM0XA10T	BASNM0XA10T	2W	77				0	0	0	0	0	0	0	0	0	0	0	Local/AL
522		n/a	CFRPM0XA10T	BASNM0XA10T	2W	77				0	0	32	32	32	32	32	32	32	32	32	Local/AL
522		n/a	WFLNM0XA10T	BASNM0XA10T	2W	77				216	240	312	312	312	336	336	336	336	336	336	Local/AL
522		n/a	MTVPM0XA10T	BASNM0XA10T	2W	77				72	72	72	72	72	72	72	72	72	72	72	Local/AL
522		n/a	WLSPM0XA10T	BASNM0XA10T	2W	77				120	120	120	120	120	120	120	120	120	120	120	Local/AL
522		n/a	HFTNM0XA10T	BASNM0XA10T	2W	77				81	81	81	81	81	81	81	81	81	81	81	Local/AL
522		n/a	CABLM0XA10T	BASNM0XA10T	2W	77				0	36	36	36	36	36	36	36	36	36	36	Local/AL
522		n/a	SMVDM0XA10T	BASNM0XA10T	2W	77				0	24	24	24	24	24	24	24	24	24	24	Local/AL
Total										722	722	1404	1404	1404	1428	1428	1428	1428	1428	1428	

Kohly – Schedule 3

----- Original Message -----

From: "Susan Smith" <susan.smith@CenturyTel.com>

To: <rmkohly@sockettelecom.com>; "Joey H. Bales"

<Joey.Bales@CenturyTel.com>; "Chris Czeschin"

<chris.czeschin@CenturyTel.com>

Cc: "Kurt Bruemmer" <kbruemmer@sockettelecom.com>; "Max Cox"

<Max.Cox@CenturyTel.com>

Sent: Tuesday, October 24, 2006 9:35 AM

Subject: RE: Branson POI

> Matt,

>

> We have reviewed your email and checked with other ILECs concerning your
> issues.

>

> First, we do not have any issues with using the IXC POP as your POI for
> local traffic exchange as discussed. We understand the terms of the
> agreement and our responsibility for costs on our side of the POI for
> local traffic exchange, and concur with the passages you have cited.
> However, your claim that "In similar situations with other ILECs, the
> ILEC places the orders for the facilities they are responsible for."
> caught us by surprise. If the CLEC did not place the order how would
> the ILEC know when, where and how to terminate the appropriate
> facilities? Also, this position is consistent with the following
> provision in Article V or Article VIII.

>

> 2.6 Socket shall submit service orders for establishing interconnection
> arrangements consistent with the provisions of Article VIII: Ordering
> and Provisioning, using an LSR or ASR as appropriate. Upon receipt of a
> Socket service order, CenturyTel shall review the order in order to
> identify LSOB and ASOB OBF compliance errors on the order. If
> CenturyTel finds errors in an order submitted by Socket, CenturyTel will
> identify all known errors on the order and refer them back to Socket on
> a single response. Socket will then correct any errors that CenturyTel
> has identified and resubmit the request to CenturyTel through a
> supplemental order.

>

> Next, we checked with AT&T and BellSouth and again found that an ASR is
> always required by the CLEC so that the ILEC knows when, where and how
> to terminated the requested interconnection facilities. They both
> confirmed that documents are provided by the CLEC prior to implementing
> new interconnections, a planning meeting takes place between the
> Parties, and they are then prepared to receive the ASR from the CLEC. I
> believe this is the same thing we attempted to convey on the call. I
> apologize if this way not clearly conveyed.

>

> I hope this helps.

>

> Susan Smith

>

>

>

>

> -----Original Message-----

> From: Matt Kohly [<mailto:rmkohly@sockettelecom.com>]

> Sent: Monday, October 23, 2006 8:53 AM

> To: Joey H. Bales; Chris Czeschin

> Cc: Susan Smith; Kurt Bruemmer

> Subject: RE: Branson POI

>

>

> I sent this out last Wednesday regarding the interconnect in Branson and

> have not received a response. Given last week's change, I wanted to

> make

> sure that you were aware of this and find out when we will get a

> response. If it would be helpful to talk about this, let us know. We

> can be available for a call just about anytime except for Tuesday

> afternoon and Wednesday before 10am.

>

> Thanks.

>

> -----Original Message-----

> From: Matt Kohly [<mailto:rmkohly@sockettelecom.com>]

> Sent: Wednesday, October 18, 2006 8:12 AM

> To: peter.wagberg@centurytel.com; Chris.Czeschin@centurytel.com

> Cc: Kurt Bruemmer; Susan Smith

> Subject: Branson POI

>

>

>

> After our own internal discussions about the Branson Interconnection

> following Monday's call, we are not clear on exactly what Socket is

> expected to order to establish the new POI in Branson. To summarize the

> project, there will be two points of interconnection in Branson when

> this project is completed. Initially nothing will change with the POI

> at BASNMOXA so no orders will be placed at this time. At a later date,

> Socket will cancel CT11380 and will place the necessary order at that

> time.

>

> For new POI that we will be establishing, the POI will be at the

> LightCore

> POP or BASNMOEV. This POI will be established pursuant to Article V,

> Section 6.1.4 of our ICA, which addresses "Socket Self-Provision and/or

> Leasing of Facilities from a Third Party Provider". According to

> Section

> 6.1.4.2, "the POI shall be the point where the facilities of Socket (or

> those of a third party) physically connect to the facilities of

> CenturyTel." As applied to Branson, the POI will be the point where the

> facilities that Socket has obtained from LightCore interconnect or meet

> the facilities provided by CenturyTel, which, again, will be in the

> LightCore POP - BASNMOEV. Socket has provided the LOA/CFA that contains

> the information for CenturyTel to connect its facilities to Socket's

> third-party provided facilities. Pursuant to Section 4.8 and 4.9 of

> Article V, each party will be responsible for providing the necessary

> equipment and facilities on its side of the POI, including the necessary

> engineering and maintenance on its side of the POI. CenturyTel will be

> responsible for its facilities to connect to BASMNOEV. In similar

> situations with other ILECs, the ILEC
> places the orders for the facilities they are responsible for. Please
> let
> me know as soon as possible why CenturyTel believes that Socket should
> place orders facilities on CenturyTel's side of the POI?
>
> Also, we want to make sure that we are clear on the types of traffic to
> be
> routed through these two POIs. The Feature Group D traffic (traffic to
> or
> from IXCs) will continue to be routed over CT111381. Our Branson local
> traffic (including ISP bound) that is currently routed over CT111380
> will be pointed at the new POI once it is established. After the new
> POI is
> established, we will issue an order to disconnect CT111380. In
> addition to
> the traffic that is currently routed over CT111380, all traffic other
> than IXC bound traffic or ES traffic that originates from or terminates
> to CenturyTel customers in LATA 522 as well as transit traffic covered
> by our agreement will be routed through the new POI. The existing IXC
> group was referred to as the "Transit Group" and I just wanted to make
> sure that we
> were clear on this. Please let me know if you are in agreement on
> this.
>
> Attached are the revised forecast and drawing. Please let me know if
> you
> need additional information. I would like to get the details of
> ordering worked out as soon possible so that we may move forward so
> please get back to us soon.
>
> Thank,
>
> Matt Kohly
> Socket Telecom
> 573.777.1991, ext. 551
>