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Article VII (UNEs)

Witness: Alfred Busbee

Type of Exhibit: Direct Testimony

Sponsoring Party: CenturyTel of Missouri,
LLC and Spectra Communications Group,
LLC d/b/a CenturyTel

Case No.: TO-2006-0299

Date Testimony Prepared:

March 21, 2006

DIRECT TESTIMONY

OF

ALFRED BUSBEE

**ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA
COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

CASE NO. TO-2006-0299

Exhibit No. L
Case No(s) TO-2006-0299
Date 4-12-06 Rptr KF

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

PETITION OF SOCKET TELECOM, LLC)
FOR COMPULSORY ARBITRATION OF)
INTERCONNECTION AGREEMENTS)
WITH CENTURYTEL OF MISSOURI, LLC)
AND SPECTRA COMMUNICATIONS, LLC)
PURSUANT TO SECTION 252(b)(1) OF)
THE TELECOMMUNICATIONS ACT OF)
1996)

CASE NO. TO-2006-0299

STATE OF ARKANSAS

COUNTY OF PULASKI

AFFIDAVIT OF ALFRED W. BUSBEE

I, Alfred W. Busbee, of lawful age and being duly sworn, state:

1. My name is Alfred W. Busbee I am presently Manager, Government Relations for CenturyTel Service Group, LLC.
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

Alfred W. Busbee
Alfred W. Busbee

Subscribed and sworn to before this 15th day of March, 2006

My Commission expires: 6/1/2010

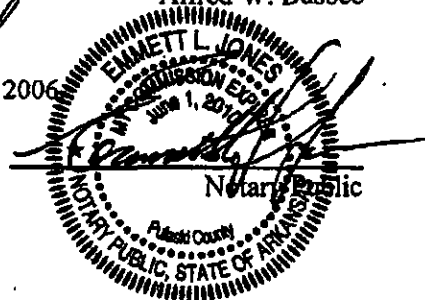


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1 **DIRECT TESTIMONY OF**
2 **ALFRED BUSBEE**

3 **ON BEHALF OF CENTURYTEL OF MISSOURI, LLC AND SPECTRA**
4 **COMMUNICATIONS GROUP, LLC d/b/a CENTURYTEL**

5 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND EMPLOYMENT**
6 **POSITION.**

7 **A.** My name is Alfred Busbee. My business address is 2616 West Main, Jacksonville,
8 Arkansas 72076. I am employed by CenturyTel Service Group as Manager, Government
9 Relations.

10 **Q. ON WHOSE BEHALF ARE YOU SUBMITTING DIRECT TESTIMONY?**

11 **A.** I am submitting direct testimony on behalf of CenturyTel of Missouri, LLC and Spectra
12 Communications Group, LLC, collectively referred to herein as "CenturyTel."

13 **I.**
14 **BACKGROUND**

15 **Q. PLEASE PROVIDE INFORMATION ON YOUR BACKGROUND AND**
16 **PROFESSIONAL EXPERIENCE.**

17 **A.** I received a BA Degree in Economics from the University of Georgia in 1982. Since that
18 time, I have been employed in the telecommunications industry for more than 22 years.
19 My experience includes employment with wireless service providers, the Florida Public
20 Service Commission, and with incumbent local exchange companies. I have held
21 positions in Sales, Marketing, Regulatory, Carrier Relations, and Government Relations.
22 I have testified on behalf of local exchange companies in arbitration proceedings in the
23 states of Ohio, Kentucky, Nebraska, Georgia, and Florida as it relates to various
24 interconnection methodologies and processes pursuant to the Telecommunications Act of
25 1996. My testimony in this case is based on my knowledge and experience with
26 companies similarly situated to CenturyTel. I have negotiated numerous interconnection

1 agreements on behalf of independent ILECs with CLEC companies similarly demanding
2 the terms and conditions negotiated by RBOCs that are not appropriate or technically
3 feasible for smaller ILECs like CenturyTel.

4 **Q. HOW LONG HAVE YOU BEEN MANAGER OF GOVERNMENT RELATIONS**
5 **AT CENTURYTEL AND WHAT ARE YOUR JOB RESPONSIBILITIES?**

6 A. I have been employed by CenturyTel Service Group since 2003. I have held my present
7 position as Manager of Government Relations in Arkansas since I began my employment
8 with CenturyTel. My responsibilities as Manager include managing the government and
9 regulatory affairs for the CenturyTel companies within the state of Arkansas. CenturyTel
10 has numerous operating companies in Arkansas, for which I am the liaison with the
11 Arkansas Public Service Commission. I have responsibility for filing company tariffs
12 and ensuring timely responses to PSC data requests, complaints and service issues. I
13 monitor earnings in the rate-of-return companies and assist in rate case management as
14 needed. I also participate in industry associations and business coalitions with common
15 interests. I also meet with state legislators to discuss potential legislation or to resolve
16 constituent issues. It is my responsibility to keep members of the General Assembly
17 informed of telecommunication and business issues that affect CenturyTel's customers,
18 employees, and shareholders.

19 **II.**
20 **PURPOSE OF TESTIMONY**

21 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

22 A. The purpose of my testimony is to address:

- 23 1. The appropriate definition for "Dedicated Transport" that should be incorporated
24 into the Parties' Agreement. This definition, as currently in dispute between the

Parties, is found in Article II, Sec. 166 (Definition Issue 34) and Article VI, Sec. 7.2 (UNE Issue 32).

2. What obligations should be imposed upon CenturyTel when it does not have the ability to provide Socket with a UNE, including when CenturyTel cannot provide such UNE due to lack of facilities. The contract provision reflecting the Parties' dispute is found in Article VII, Sec. 2.37 (UNE Issue 22).
3. Whether Article VII, Section 7.10.1 (UNE Issue 35) should include a provision, consistent with the FCC's rules, that imposes a cap of 10 on the number of unbundled DS1 dedicated transport circuits Socket may obtain on each route where DS1 dedicated transport is available on an unbundled basis?

III.
DISPUTED DEFINITION OF
"DEDICATED TRANSPORT" IN ARTICLES II & ARTICLE VII

ARTICLE II (ISSUE 34) & ARTICLE VII (ISSUE 32) – What is the appropriate definition for "dedicated transport" that should be incorporated into the parties' agreement?

Q. WHAT IS THE PARTIES' BASIC DISPUTE WITH RESPECT TO THE DEFINITION OF DEDICATED TRANSPORT?

A. At issue in this dispute is Socket's access to unbundled network elements as described in 47 C.F.R. § 51.319; specifically, Dedicated Transport. Socket contends that CenturyTel of Missouri, LLC and Spectra Communications Group, each of which is an incumbent local exchange company (an "incumbent LEC"), are obligated to provision unbundled Dedicated Transport between central offices they each separately own and operate.

Q. WOULD YOU PLEASE SUMMARIZE YOUR TESTIMONY WITH RESPECT TO THE DEFINITION OF DEDICATED TRANSPORT?

A. As I discuss below in this testimony, FCC regulations do not require unbundled access to Dedicated Transport on routes between two separate incumbent LECs, affiliated, or

1 otherwise. Moreover, the network architecture of these companies does not support a
2 switching/transport hierarchy that provides access to Dedicated Transport between or
3 among the two affiliates. As rural independent LECs, some of the companies' central
4 offices subtend an AT&T Missouri tandem for which CenturyTel relies to provide
5 switching and transport.

6 **Q. HOW DOES THE FCC'S DEFINITION OF DEDICATED TRANSPORT**
7 **SUPPORT CENTURYTEL'S PROPOSED LANGUAGE?**

8 A. CenturyTel relies upon the definition of unbundled Dedicated Transport and its
9 obligations set forth in 47 C.F.R. § 51.319(e). FCC regulations do not require that
10 CenturyTel of Missouri or Spectra Communications provide Dedicated Transport to
11 Socket between central offices owned by separate affiliates. Specifically, 47 C.F.R.
12 § 51.319(e) states, in pertinent part:

13 *Dedicated transport.* An incumbent LEC shall provide a requesting
14 telecommunications carrier with nondiscriminatory access to dedicated transport on an
15 unbundled basis, in accordance with section 251(c)(3) of the Act and this part and as set
16 forth in paragraph (e)(1) through (e)(5) of this section. As used in those paragraphs, a
17 "route" is a transmission path between one of an incumbent LEC's wire centers or
18 switches and another of the incumbent LEC's wire centers or switches. A route between
19 two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass
20 through one or more intermediate wire centers or switches (e.g., wire center or switch
21 "X"). Transmission paths between identical end points (e.g., wire center or switch "A"
22 and wire center or switch "Z") are the same "route," irrespective of whether they pass
23 through the same intermediate wire centers or switches, if any.

1 (1) *Definition.* For purposes of this section, dedicated transport includes

2 incumbent LEC transmission facilities between wire centers or switches owned by
3 incumbent LECs, or between wire centers or switches owned by incumbent LECs
4 and switches owned by requesting telecommunications carriers, including, but not
5 limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber,
6 dedicated to a particular customer or carrier.

7 The definition and unbundling requirement set forth in this section do not support
8 Socket's demands for unbundling between separate affiliates, even incumbent LECs.¹

9 Competing carriers generally use interoffice transport as a means to aggregate
10 end-user traffic to achieve economies of scale. They do so by using dedicated transport
11 to carry traffic from their end users' loops, often terminating at incumbent LEC central
12 offices, through other central offices to a point of aggregation. Ultimately, the traffic is
13 carried to the competitor's switch or other equipment, often from an incumbent LEC
14 central office along a circuit generally known as an entrance facility.

15 Unbundled Dedicated Transport under the *Triennial Review Remand Order* is a
16 UNE that is purchased for the purpose of transporting Telecommunications Services
17 between an incumbent LEC's central offices. The plain language of the regulation and
18 the *Triennial Review Remand Order* determinations clearly defines the unbundled "route"
19 as a transmission path between one of an incumbent LEC's wire centers or switches and
20 another of the same incumbent LEC's wire centers or switches. The regulation does not

¹ In response to *USTA II*, the FCC "readopted" its pre-*Triennial Review Order* definition of Dedicated Transport, but determined in the *Triennial Review Remand Order* that the facilities between ILEC wire centers or switches and requesting carrier wire centers or switches need not be unbundled, because requesting carriers were not impaired without access. See *In the matter of Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, Order on Remand, FCC 04-290 (rel. Feb. 4, 2005); *United States Telecomm Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*").

1 require one incumbent LEC to provide a Dedicated Transport route between its wire
2 center or switch and the wire centers or switches of other incumbent LECs. This is the
3 case whether the incumbent LECs are owned by the same holding company or share a
4 common management structure at some level.

5 **Q. HOW DOES THE RURAL NETWORK ARCHITECTURE OF CENTURYTEL**
6 **OF MISSOURI OR SPECTRA COMMUNICATIONS AFFECT THE**
7 **AVAILABILITY OF DEDICATED TRANSPORT?**

8 A. CenturyTel of Missouri, LLC or Spectra Communications Group's switches sometimes
9 subtend the AT&T Missouri tandem or are not otherwise connected. In these situations,
10 the CenturyTel of Missouri, LLC or Spectra Communications Group switch does not own
11 direct connectivity to other switches within the LATA. It would not be technically
12 feasible to require CenturyTel of Missouri, LLC or Spectra Communications Group to
13 provide Dedicated Transport to Socket for these routes. Socket should instead be
14 required to construct or obtain from a third party the facilities it needs rather than rely
15 upon CenturyTel to provision its network.

16 **Q. PLEASE DESCRIBE SOCKET'S PROPOSED DEFINITION OF "DEDICATED**
17 **TRANSPORT."**

18 A. Socket proposes to define Dedicated Transport as including "interoffice transmission
19 facilities between CenturyTel of Missouri, LLC's network and Spectra Communications
20 Group, LLC d/b/a CenturyTel's network and vice-versa."

21 **Q. WHY SHOULD THE COMMISSION REJECT SOCKET'S PROPOSED**
22 **DEFINITION OF "DEDICATED TRANSPORT"?**

23 A. The Commission should reject Socket's proposed definition because it is inconsistent
24 with federal law. *See, e.g., 47 C.F.R. § 51.319(e); Triennial Review Remand Order at*
25 *¶¶ 136-41.* Importantly, for example, Socket's definition fails to reflect that the FCC has
26 determined that dedicated transport need only be unbundled between two of an

1 incumbent LEC's central offices or switches, not simply "between two Central Offices."

2 In addition, in many cases, even if separate incumbent LECs could be required to provide
3 Dedicated Transport between their separate central offices, in many cases, the unbundling
4 would be technically infeasible.

5 **Q. WHAT LANGUAGE SHOULD THE COMMISSION ADOPT WITH RESPECT**
6 **TO THE DEFINITION OF "DEDICATED TRANSPORT"?**

7 **A.** The Commission should adopt CenturyTel's definition of "dedicated transport" because
8 CenturyTel has defined it consistently with the FCC's definition.

9 **IV.**
10 **ARTICLE VII DISPUTED ISSUES**

11 **UNE ISSUE 22 – (A) If CenturyTel asserts that it cannot provision a UNE,**
12 **should it be required to provide a "reasonably detailed" explanation of the**
13 **reason why it cannot provide the requested UNE? (B) If the reason**
14 **CenturyTel cannot provide the requested UNE is due to lack of facilities,**
15 **should CenturyTel be required to identify any capacity it is reserving for**
16 **itself, and to submit to socket and the commission a construction plan for**
17 **expanding its facilities?**

18 **Q. WHAT IS THE BASIS OF THE PARTIES' DISPUTE IN UNE ISSUE 22?**

19 **A.** This dispute pertains to CenturyTel's obligations when it does not have the ability to
20 provide Socket with a requested Unbundled Network Element (UNE). Specifically, the
21 parties dispute the level of detail CenturyTel must provide should it be unable to
22 provision a requested UNE. Socket proposes language that would require CenturyTel to
23 provide a "detailed" explanation of the reason why CenturyTel cannot provide the UNE,
24 while CenturyTel more reasonably proposes that it should be required to provide a
25 "reasonably detailed" explanation of the reason. In addition, Socket unreasonably
26 proposes that, where CenturyTel's reason for not providing a UNE is due to lack of
27 facilities, CenturyTel should be required to engineer and file construction plans with

1 Socket and the Commission identifying its reserved capacity, if any, and its plans to add
2 additional capacity in the future.

3 **Q. WHY IS IT APPROPRIATE TO REQUIRE A "REASONABLY DETAILED"**
4 **EXPLANATION OF THE REASON CENTURYTEL CANNOT PROVIDE**
5 **SOCKET WITH A UNE?**

6 A. CenturyTel appropriately proposes to insert the phrase "reasonably detailed" to describe
7 the explanation it is required to give Socket if it rejects a request to provide a UNE. It is
8 appropriate that any explanation be objectively reasonable. Without such a reasonable
9 limitation, Socket's proposed "detailed" explanation could be unfairly interpreted in favor
10 of Socket, requiring CenturyTel to undertake activities or to provide levels of detail that
11 are unduly burdensome and/or that unfairly monopolize CenturyTel's time and resources.
12 Socket's proposed "detailed" explanation could potentially be interpreted, for example, as
13 requiring CenturyTel to produce copies of network architecture schematics, to prepare
14 traffic forecasts, to conduct engineering studies, to develop construction plans, etc.
15 Moreover, Socket's proposed language could essentially be interpreted as requiring
16 CenturyTel "prove" that the UNE at issue is, in fact, not available or that CenturyTel is
17 unable to provision it. Such inquiries are properly left to the Dispute Resolution process
18 set forth in the Agreement. As drafted by Socket, this provision potentially could saddle
19 CenturyTel with burdensome and unnecessary obligations. The Commission should
20 adopt CenturyTel's proposed insertion because CenturyTel has continuing obligations to
21 both other carriers and its own customers. CenturyTel uses the same engineering and
22 support staff to design networks and systems for itself and other carriers. If CenturyTel
23 must divert its engineering and support staff for the purpose of preparing "detailed"
24 explanations any time a Socket request for a UNE is rejected, such a process

1 unreasonably places the interests of one carrier over CenturyTel's obligations to its other
2 customers.

3 **Q. WHAT WOULD CENTURYTEL PROVIDE SOCKET UNDER A**
4 **"REASONABLY DETAILED" EXPLANATION?**

5 A. Under a "reasonably detailed" explanation, CenturyTel would provide Socket with the
6 available data and/or information CenturyTel relies upon to determine whether the
7 requested UNE is available. The information will be sufficiently detailed to demonstrate
8 the reason why CenturyTel cannot provide the UNE to Socket. If Socket disagrees with
9 reason provided, Socket may avail itself of the Dispute Resolution process set forth in the
10 Agreement.

11 **Q. WHY SHOULD THE COMMISSION REJECT SOCKET'S PROPOSED**
12 **LANGUAGE PURPORTING TO REQUIRE CENTURYTEL, WHEN IT**
13 **REJECTS A SOCKET REQUEST DUE TO LACK OF FACILITIES, TO (1)**
14 **IDENTIFY ITS OWN RESERVED CAPACITY AND (2) TO SUBMIT**
15 **CONSTRUCTION PLANS TO SOCKET AND TO THE COMMISSION?**

16 A. Socket's language purports to place burdensome and unnecessary obligations on
17 CenturyTel that are not required by applicable law. If CenturyTel rejects a Socket UNE
18 request due to lack of facilities, CenturyTel is willing to work with Socket to establish a
19 construction plan to assist in meeting Socket's demand; however, CenturyTel has no
20 obligation to provide Socket with its reserved capacity, if any, nor an obligation to file
21 construction plans with Socket and the Commission for this purpose. Moreover, while
22 CenturyTel is willing to work with Socket to account for its own demand in any future
23 CenturyTel construction plans, CenturyTel is under no obligation to build or construct
24 facilities solely for Socket's UNE use. Socket's proposed language—e.g., requiring
25 CenturyTel to "submit a construction plan for setting forth the timeline for adding the
26 additional capacity"—affirmatively attempts to require CenturyTel to commit in the

1 Agreement to adding additional capacity for Socket's use. As such, Socket's provision is
2 contrary to applicable law. In addition, Socket's proposed language attempts to place
3 responsibilities on the Commission which do not exist today. In addition to requiring
4 CenturyTel to provide its construction plans to Socket, Socket's proposed language would
5 require CenturyTel to file the subject construction plans with the Commission. It is
6 uncertain exactly what Socket expects the Commission Staff to do with these plans. The
7 implication is that the PSC would review them for reasonableness, possibly open a
8 docket, prepare data requests, establish a procedural schedule for testimony, etc.
9 CenturyTel believes this is an unnecessary misuse of the Staff's resources.

10 **Q. WHY IS CENTURYTEL'S PROPOSED LANGUAGE MORE APPROPRIATE?**

11 A. CenturyTel's proposed language is consistent with its legal obligations and promotes a
12 cooperative working relationship with Socket. CenturyTel's language provides
13 assurances that it will provide reasonably detailed explanations in situations where UNEs
14 cannot be provisioned, explanations that are sufficiently detailed to explain the reason
15 why the requested UNE is rejected. CenturyTel's proposed language also provides that
16 CenturyTel is willing to work with Socket in the development of construction plans that
17 account for Socket's demand. However, unlike Socket's proposal, CenturyTel's proposal
18 makes clear that, consistent with applicable law, Socket must bear the cost of the
19 engineering and construction of additional capacity specifically to meet Socket's needs.
20 Lastly, CenturyTel's language does not impose administrative burdens on the PSC staff
21 that are unnecessary and best left to the Dispute Resolution processes defined in the
22 parties' Agreement.

23 **UNE ISSUE 35 — Should Article VII, Section 7.10.1 include a provision that,**
24 **consistent with the FCC's rules, imposes a cap of 10 on the number of**

1 **unbundled DS1 dedicated transport circuits Socket may obtain on each route**
2 **where DS1 dedicated transport is available on an unbundled basis?**

3 **Q. WHAT IS THE BASIS OF THE PARTIES' DISPUTE IN ISSUE 35 (SEC. 7.10.1)?**

4 A. The Parties disagree on the language to be incorporated into the Agreement reflecting the
5 FCC's regulation in 47 C.F.R. § 51.319(e)(2)(ii)(B), which pertains to the cap on the
6 number of DS1 transport circuits a CLEC may obtain on an unbundled basis. CenturyTel
7 proposes to incorporate into the Agreement the express language of Rule
8 51.319(e)(2)(ii)(B), which would cap at 10 the number of unbundled DS1 dedicated
9 transport circuits Socket may obtain "on each route where DS1 dedicated transport is
10 available on an unbundled basis." In other words, CenturyTel's position is that the 10
11 DS1 transport circuit cap applies on all routes where DS1 transport is available for
12 unbundling. Socket proposes language that would limit the application of this cap where
13 a Tier 3 wire center is at one or both ends of a DS1 transport route. Socket's position is
14 derived by misconstruing language found in the FCC's *Triennial Review Remand Order*
15 (*TRRO*) but not found in the rule itself. Socket interprets paragraph 128 of the *TRRO* as
16 restricting the applicability of the 10-DS1 cap to instances where DS3 transport is not
17 available as a UNE. In other words, since DS3 transport is available for unbundling at
18 Tier 3 wire centers, the DS1 transport cap would never apply on Tier 3 routes.
19 Essentially, Socket's proposal would mean that it is entitled to an *unlimited* number DS1
20 transport circuits where at least one Tier 3 wire center is locate at one end of the transport
21 route. Most, if not all, of CenturyTel's wire centers would be classified as Tier 3 wire
22 centers under the FCC's classification regime; therefore, Socket's proposal would permit
23 it to obtain an unlimited number of DS1 transport circuits from CenturyTel under this
24 Agreement.

1 **Q. WHY SHOULD THE COMMISSION REJECT SOCKET'S PROPOSED**
2 **INTERPRETATION OF THE DS1 TRANSPORT CAP IN SECTION 7.10.1?**

3 A. First, Socket's proposed Section 7.10.1, at least that part that deals with 10-DS1 transport
4 cap, is not consistent with the express language of FCC regulation 51.319(e)(2)(ii)(B).
5 That regulation expressly states: "A [CLEC] may obtain a maximum of ten unbundled
6 DS1 dedicated transport circuits on each route where DS1 dedicated transport is available
7 on an unbundled basis." Socket's attempt to restrict or limit the application of this cap on
8 Tier 3 routes (where DS3 transport is available as a UNE) basically adds a limitation to
9 the rule that is not otherwise found in the rule's plain and unambiguous language.

10 Second, Socket's proposal actually would permit it to make an end run around the
11 FCC's DS3 transport cap by obtaining UNE access to an *unlimited* number of DS1
12 transport facilities. FCC regulation 47 C.F.R. § 51.319(e)(2)(iii)(B) states that a CLEC
13 may obtain "a maximum of 12 DS3 unbundled transport circuits on each route where
14 DS3 unbundled dedicated transport is available on an unbundled basis." Socket does not
15 dispute that the 12 DS3 cap applies on Tier 3 wire center routes. However, if the
16 Commission adopts Socket's proposal on the DS1 transport cap, which is really no cap at
17 all, Socket could order 100 or 1,000 DS1 circuits on a Tier 3 route, but be limited to only
18 12 DS3s on the same route. Clearly, the FCC did not intend that a CLEC thwart the DS3
19 cap by being able to obtain unlimited DS1 transport circuits. This perverse result
20 demonstrates that Socket's proposal is unreasonable and contrary to the plain language in
21 the FCC's DS1 cap regulation.

22 Finally, Socket's proposal would effectively thwart the FCC's stated policy
23 underlying the DS1 transport cap. The FCC explained in the *TRRO* that a cap of 10 DS1
24 circuits is "consistent with the pricing efficiencies of aggregating traffic." *TRRO* ¶ 128.

1 According to the FCC, while a DS3 circuit is capable of carrying 28 uncompressed DS1
2 channels, it is efficient for a carrier to aggregate traffic onto a DS3 facility at
3 approximately 10 DS1s. The FCC imposed this 10 DS1 cap based on its determination
4 that there would be substantial network efficiencies obtained as a consequence of
5 requiring competitive carriers to aggregate traffic; when a competitive carrier requires
6 more than 10 DS1 transport circuits, a reasonably efficient carrier would utilize a DS3.
7 See *TRRO* ¶¶ 71, 128, 181. However, under Socket's proposal, because the 10 DS1 cap
8 would not apply, Socket would never be required to aggregate traffic at a level above 10
9 DS1s to a DS3 transport facility. Therefore, again, Socket would essentially be given
10 license to thwart the underlying "pricing efficiency" policy of the FCC's DS1 cap.
11 Equally important, the Commission essentially would be giving Socket permission to
12 operate as an inefficient carrier.

13 **Q. WHY SHOULD THE COMMISSION ACCEPT CENTURYTEL'S PROPOSED**
14 **SEC. 7.10.1?**

15 **A.** Socket's proposed language in Section 7.10.1 accurately tracks the express DS1 transport
16 cap language of 47 C.F.R. § 51.319(e)(2)(ii)(B). The FCC's limit on DS1 transport
17 circuits in that regulation means what it says—the 10 DS1 transport cap applies on all
18 transport routes, even routes with a Tier 3 wire center at one or both ends. Further, the
19 cap applies irrespective of DS3 impairment on the same routes. In addition, CenturyTel's
20 proposed language would prohibit Socket from making an end run around the FCC's DS3
21 transport cap and gives effect to the pricing-efficiencies policy underlying the DS1
22 transport cap at issue.

23 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

24 **A** Yes, at this time.