

Exhibit No.: _____
Issue: 28, 30 and 32
Witness: Amy Hankins
Type of Exhibit: Direct Testimony
Sponsoring Party: Charter Fiberlink-Missouri, LLC
Case No.: TO-2009-0037
Date Testimony Prepared: September 30, 2008

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

**In the Matter of the Petition of Charter Fiberlink-)
Missouri, LLC for Arbitration of an Interconnection) Case No. TO-2009-0037
Agreement Between CenturyTel of Missouri, LLC)
And Charter Fiberlink-Missouri, LLC.)**

**DIRECT TESTIMONY OF AMY HANKINS
ON BEHALF OF CHARTER FIBERLINK-MISSOURI, LLC**

September 30, 2008

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

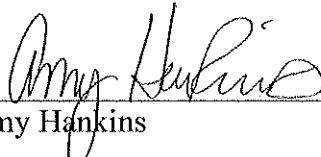
**In the Matter of the Petition of Charter Fiberlink-)
Missouri, LLC for Arbitration of an Interconnection) Case No. TO-2009-0037
Agreement Between CenturyTel of Missouri, LLC)
And Charter Fiberlink-Missouri, LLC.)**

AFFIDAVIT OF AMY HANKINS

**STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)**

Amy Hankins, being first duly sworn on her oath, states:

1. My name is Amy Hankins. I am presently Director of Telephone Service Delivery for Charter Communications.
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 personal knowledge, information and belief.



Amy Hankins

Subscribed and sworn before me this 30 day of September, 2008.


Notary Public for _____ County, Missouri
My Commission Expires _____


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I. INTRODUCTION

1
2
3 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

4 A. My name is Amy Hankins. My business address is 12405 Powerscourt Drive, St.
5 Louis, Missouri 63131.
6

7 **Q. BY WHOM ARE YOU EMPLOYED, WHAT IS YOUR POSITION, AND**
8 **WHAT ARE YOUR RESPONSIBILITIES IN THAT POSITION?**
9

10 A. I am employed by Charter Communications, Inc. as Director of Telephone
11 Service Delivery. In that role my responsibilities include running the Charter
12 back office teams which include; Quality Control, Third Party Verification, Local
13 Number Portability, E911, Telephone Help Desk, Switch Provisioning and Day of
14 Install Support. Various aspects of my responsibilities include administration,
15 operations, technical support, outsourcer management, and various escalations. I
16 have held this position for four and a half years and have been deeply involved in
17 Charter's launch and support of telephone services and operations.
18

19 **Q. WHAT IS THE RELATIONSHIP BETWEEN YOUR EMPLOYER,**
20 **CHARTER COMMUNICATIONS AND CHARTER FIBERLINK, LLC,**
21 **THE PETITIONER IN THIS ARBITRATION DOCKET?**
22

23 A. Charter Communications, Inc. is a major national multi-system cable television
24 operator that provides cable television and broadband internet access services in
25 various parts the United States, including parts of Missouri. The Charter
26 Fiberlink companies of which Charter Fiberlink-Missouri, LLC is one, are
27 wholly-owned subsidiaries of Charter Communications that provide facilities
28 based local exchange services and resold interexchange services to customers

1 using facilities and services obtained from the Charter Communications cable
2 television companies. Charter Fiberlink offers voice communication services
3 primarily to residential customers and has recently begun offering such services to
4 small business customers in some of its service areas. For the sake of brevity, I
5 refer to Charter Communications and the Charter Fiberlink companies,
6 specifically including Charter Fiberlink-Missouri, LLC, which provides local
7 exchange services in Missouri, as “Charter” throughout my testimony.

8

9 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**
10 **WORK EXPERIENCE.**

11

12 A. I have a B.S. in Communications Management from Missouri State University
13 (formerly Southwest Missouri State University) and fourteen years of telephone
14 operations experience. Before working at Charter, I was a Provisioning
15 Supervisor with Brooks Fibercom, a Provisioning Manager with Everest
16 Connects, and a Business Consultant with GLA International.

17

18 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY STATE**
19 **REGULATORY COMMISSION?**

20

21 A. I recently filed both written Direct and Rebuttal Testimony in Minnesota
22 Frontier/Charter arbitration proceeding, MPUC Docket No. P-5535, 407, 405/M-
23 08-643. However, because the Parties reached settlement, I was not required to
24 appear.

25

26

1 **II. PURPOSE AND SUMMARY OF TESTIMONY**
2

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

4 A. This testimony is offered to explain Charter's position on disputed issues
5 numbered 28, 30 and 32 of this arbitration.
6

7 **Q. DO YOU OFFER TESTIMONY ON OTHER DISPUTED ISSUES?**

8 A. No. My colleagues and experts from QSI Consulting will be submitting separate
9 testimony on other issues.
10

11 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

12 A. In my testimony I will explain, for Issue 28, the extent to which CenturyTel
13 should be permitted to "monitor" and "audit" Charter's use of CenturyTel's OSS
14 systems. I will then explain, for Issue 30, what obligations CenturyTel should
15 assume with respect to the provision of information concerning directory close
16 dates. Finally, I will offer testimony on Issue 32 that explains how the agreement
17 should establish each party's respective directory assistance obligations, and I will
18 illustrate the need for providing clarity in the agreement as it pertains to these
19 obligations by discussing the various problems that Charter has recently
20 encountered due to the absence of such precise obligations.
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**III. ISSUE 28:
SHOULD CENTURYTEL BE ENTITLED TO MONITOR, AND AUDIT,
CHARTER’S USE OF OSS SYSTEMS WHICH CHARTER MAY USE TO
MAKE A SERVICE REQUEST, OR OTHER SIMILAR REQUEST OF
CENTURYTEL?**

Q. PLEASE EXPLAIN CHARTER’S POSITION ON THIS ISSUE.

A. Charter’s position is that CenturyTel should only be permitted to “monitor” and “audit” Charter’s use of the CenturyTel OSS systems if, and only if, CenturyTel first defines what it means to “monitor” and “audit” Charter’s use of the OSS. So, let me be clear, Charter does not object, in principle, to CenturyTel’s basic right to monitor Charter’s use of the system. But CenturyTel has refused to describe, or define, its monitoring and audit activities for the agreement. So Charter simply seeks some reasonable, and explicit, parameters surrounding how CenturyTel would propose to monitor and audit Charter’s use of the system.

Q. PLEASE PROVIDE CHARTER’S PROPOSED LANGUAGE ON THIS ISSUE.

A. Charter’s proposed language is as follows:

8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article III, Sections 2.0 and 9.0 of the Agreement and Section 11.1 below), **CLEC’s access to CenturyTel OSS Information through CenturyTel OSS Services shall terminate upon the expiration or termination of the Agreement.

8.3.1 CenturyTel shall have the right (but not the obligation) to ascertain whether **CLEC is complying with the requirements of Applicable Law and this Agreement with regard to **CLEC’s access to, and use and disclosure of, CenturyTel OSS Information.

8.3.2 Without in any way limiting any other rights CenturyTel may have under the Agreement or Applicable Law, CenturyTel **may, upon CLEC’s consent,** monitor **CLEC’s access to and use of CenturyTel OSS Information which is made available by CenturyTel to **CLEC pursuant to this Agreement, to

1 ascertain whether **CLEC is complying with the requirements of Applicable
2 Law and this Agreement, with regard to **CLEC's access to, and use and
3 disclosure of, such CenturyTel OSS Information. The foregoing right shall
4 include, but not be limited to, the right (but not the obligation) to electronically
5 monitor **CLEC's access to and use of CenturyTel OSS Information which is
6 made available by CenturyTel to **CLEC through CenturyTel OSS Facilities.

7 8.3.3 Information obtained by CenturyTel pursuant to this Section 8.0 shall be
8 treated by CenturyTel as Confidential Information of **CLEC pursuant to
9 Section 14.0, Article III of the Agreement; provided that, CenturyTel **may, upon**
10 **CLEC's consent**, use and disclose information obtained by CenturyTel pursuant
11 to this Article to enforce CenturyTel's rights under the Agreement or Applicable
12 Law.

13
14 **Q. PLEASE PROVIDE CENTURYTEL'S LANGUAGE ON THIS ISSUE.**

15
16 **A.** CenturyTel's proposed language is as follows:

17
18 8.3 Unless sooner terminated or suspended in accordance with the
19 Agreement or this Article (including, but not limited to, Article III, Sections 2.0
20 and 9.0 of the Agreement and Section 11.1 below), **CLEC's access to
21 CenturyTel OSS Information through CenturyTel OSS Services shall terminate
22 upon the expiration or termination of the Agreement.

23 8.3.1 CenturyTel shall have the right (but not the obligation) to audit **CLEC
24 to ascertain whether **CLEC is complying with the requirements of Applicable
25 Law and this Agreement with regard to **CLEC's access to, and use and
26 disclosure of, CenturyTel OSS Information.

27 8.3.2 Without in any way limiting any other rights CenturyTel may have under
28 the Agreement or Applicable Law, CenturyTel shall have the right (but not the
29 obligation) to monitor **CLEC's access to and use of CenturyTel OSS
30 Information which is made available by CenturyTel to **CLEC pursuant to this
31 Agreement, to ascertain whether **CLEC is complying with the requirements of
32 Applicable Law and this Agreement, with regard to **CLEC's access to, and use
33 and disclosure of, such CenturyTel OSS Information. The foregoing right shall
34 include, but not be limited to, the right (but not the obligation) to electronically
35 monitor **CLEC's access to and use of CenturyTel OSS Information which is
36 made available by CenturyTel to **CLEC through CenturyTel OSS Facilities.

37 8.3.3 Information obtained by CenturyTel pursuant to this Section 8.0 shall be
38 treated by CenturyTel as Confidential Information of **CLEC pursuant to
39 Section 14.0, Article III of the Agreement; provided that, CenturyTel shall have
40 the right (but not the obligation) to use and disclose information obtained by
41 CenturyTel pursuant to this Article to enforce CenturyTel's rights under the
42 Agreement or Applicable Law.

1 **Q. HOW DOES CHARTER’S POSITION DIFFER FROM CENTURYTEL’S**
2 **POSITION?**

3
4 A. CenturyTel believes that it should have unfettered, and undefined, rights to audit
5 and monitor Charter’s use of the OSS. Although CenturyTel has insisted that it
6 have the right to “monitor” and “audit” Charter’s access to this system, it has
7 refused to define those actions. Other than a single sentence at the end of Section
8 8.3.2, Article X, CenturyTel has not stated in the contract precisely what it means
9 when it says that it will “monitor” and “audit” Charter’s access to this system.
10 CenturyTel’s refusal to explain, or define, the scope of their monitor and audit
11 activities concerns us.

12 **Q. PLEASE EXPLAIN.**

13
14 A. This dispute is not really about whether CenturyTel should have the right to
15 monitor and audit Charter’s use of the OSS. Charter acknowledges that the OSS
16 is CenturyTel’s system, and that it has the right to ensure that the system is used
17 properly. Indeed, in Sections 7 and 8 of Article X of the agreement, Charter has
18 already agreed to a number of provisions which protect the integrity of
19 CenturyTel’s OSS, and which ensure that Charter uses the system properly, as
20 intended.

21
22 **Q. SO THE DISPUTE IS NOT ABOUT WHETHER CENTURYTEL CAN**
23 **AUDIT AND MONITOR CHARTER’S USE OF THE OSS, BUT SIMPLY**
24 **HOW CENTURYTEL WILL AUDIT AND MONITOR CHARTER’S USE**
25 **OF THE OSS?**

26
27 A. Yes, exactly. The dispute is really about *how* CenturyTel will monitor and audit
28 Charter’s use of the OSS. As I noted, CenturyTel has refused to explain what

1 actions it would take to monitor and audit Charter's use. Without an explanation
2 of what CenturyTel means by "audit" and "monitor," Charter can not reasonably
3 be asked to agree to CenturyTel's language unconditionally.

4

5 **Q. COULD YOU PLEASE PROVIDE THE CONTEXT FOR THIS DISPUTE.**
6 **HOW DOES CHARTER USE CENTURYTEL'S OSS?**

7

8 **A.** Yes. Charter uses the CenturyTel OSS to engage in activities necessary to
9 compete with CenturyTel in those areas where CenturyTel is the incumbent
10 provider. For example, when competing for a subscriber Charter will sometimes
11 pose a customer records search request to CenturyTel through the OSS. The
12 purpose of this request is to obtain basic customer information (name, address,
13 telephone number) so that Charter can provide competing voice service to the
14 customer. Or, Charter may also submit a request to port the subscriber's
15 telephone number from CenturyTel's network to Charter's network. Such a
16 request would usually be submitted through the CenturyTel OSS system.

17

18 **Q. WHY WOULD IT BE PROBLEMATIC IF CENTURYTEL HAS**
19 **UNFETTERED, AND UNDEFINED, RIGHTS TO MONITOR**
20 **CHARTER'S USE OF THE OSS?**

21

22 **A.** The potential problem is that CenturyTel might use these unrestricted rights to
23 monitor and audit Charter's use of the OSS for CenturyTel's own competitive
24 advantage. If left undefined, the contractual right to "monitor" Charter's use of
25 the OSS could be construed as involving any number of activities associated with
26 Charter's use of the OSS to obtain information, or make requests, necessary for
27 Charter to offer its competitive services. For example, CenturyTel might believe

1 that its right to “monitor” Charter’s use of the OSS gives CenturyTel the right to
2 track every Charter request for number porting, and to use that information to
3 initiate certain marketing programs intended to retain a customer. Obtaining, and
4 using, information derived from Charter’s use of the OSS for CenturyTel’s own
5 competitive purposes would be wrong.

6
7 **Q. SO CHARTER’S CONCERN IS THAT CENTURYTEL COULD USE**
8 **THESE UNDEFINED “MONITOR” AND “AUDIT” RIGHTS TO GAIN**
9 **AN UNFAIR COMPETITIVE ADVANTAGE?**

10
11 **A.** Yes, exactly. To the extent that CenturyTel uses its rights to monitor and audit
12 Charter’s use of the OSS as a means of gaining a competitive advantage, and
13 potentially Charter’s proprietary information, that type of monitoring would be
14 improper. Of course, CenturyTel’s activities could also be so invasive that they
15 hamper Charter’s ability to conduct business in an efficient manner.

16
17 **Q. HOW DOES CHARTER’S PROPOSAL ADDRESS THIS CONCERN?**

18
19 **A.** Charter’s proposed language would require that CenturyTel obtain Charter’s
20 consent before it initiates any actions to monitor or audit Charter’s use of the
21 OSS. That does not guarantee that CenturyTel will not improperly use its “audit
22 and monitor” rights, but at least Charter would be aware of those occasions when
23 CenturyTel is taking such actions. Alternatively, CenturyTel could simply
24 provide additional information to Charter (and the Commission) concerning what
25 actions it takes to monitor and audit Charter’s use of the OSS. Specifically,
26 CenturyTel could provide a more detailed explanation of what actions it takes to
27 monitor and audit another provider’s use of the CenturyTel OSS.

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IV. ISSUE 30
WHAT INFORMATION REGARDING DIRECTORY CLOSE DATES IS CENTURYTEL REQUIRED TO PROVIDE CHARTER, AND IN WHAT MANNER?

Q. PLEASE EXPLAIN CHARTER’S POSITION ON THIS ISSUE.

A. As the incumbent provider, and the entity with the direct connection to the directory publisher, CenturyTel should assume some basic obligations surrounding the provision of information concerning directory close dates. Specifically, CenturyTel should provide Charter information concerning the publication schedules of the directories published in CenturyTel’s service area. Included in that schedule should be the name of the directory, the close date, and where the close date has changed, both the original close date and the new close date.

Q. WHAT IS A “CLOSE” DATE?

A. That is the deadline by which the directory publisher must have all information that will be included in the directory that will be published for that area.

Q. PLEASE PROVIDE CHARTER’S PROPOSED LANGUAGE ON THIS ISSUE.

A. Charter’s proposed language is as follows:
2.1.2.3 Directory Close Date. CenturyTel shall provide **CLEC with publication schedules, including Directory close dates (and changes to those dates) for the Directories associated with the areas where Charter is providing local service. This publication information shall include the name of the directory, the close date, and, where the close date has changed, both the original close date and the new close date. Century Tel shall provide notification of changes in close dates in a format that specifically identifies the notification as relating to Directory publication. Where Charter has not

1 forwarded its flat file of listing information for a Directory to Century Tel
2 two weeks prior to the date that the listing information is due to the
3 publisher, Century Tel will notify Charter.
4

5 **Q. PLEASE PROVIDE CENTURYTEL'S LANGUAGE ON THIS ISSUE.**

6
7 **A.** CenturyTel's proposed language is as follows:
8

9 2.1.2.3 Directory Close Date. **CLEC must submit all listing information
10 intended for publication by the applicable Directory close date. CenturyTel shall
11 provide **CLEC with publication schedules, including Directory close dates for
12 the Directories associated with the areas where Charter is providing local service.
13

14 **Q. HOW DOES CHARTER'S POSITION DIFFER FROM CENTURYTEL'S**
15 **POSITION?**

16
17 **A.** CenturyTel's position is that it should only be required to provide the bare
18 minimum of information related to directories. Specifically, CenturyTel proposes
19 that it should only be required to provide the publication schedule, and close date,
20 for such directories.
21

22 **Q. WHY DOES CHARTER BELIEVE THAT THIS IS INADEQUATE?**

23
24 **A.** CenturyTel's proposal is inadequate because it does not provide sufficient
25 information to Charter. In order to properly manage the process of including its
26 subscribers in the published directories in each service area, Charter seeks specific
27 information concerning the directory publication and close dates for each
28 directory publisher. Specifically, Charter must have the name of the directory, the
29 close date of the directory, and when the close date has changed, both the original
30 and new close dates. This level of detail will ensure that Charter can submit its
31 subscriber information for publication in all of the directories published in
32 CenturyTel's service areas. That is, obviously, a result that benefits all of the

1 parties involved in this process (the publisher, Charter, CenturyTel and of course
2 the consumer who wants his or her information in the directory).

3

4 **Q. BUT DOESN'T CHARTER'S PROPOSAL REQUIRE CENTURYTEL TO**
5 **TAKE ACTIONS THAT ARE BEYOND ITS BASIC OBLIGATIONS?**

6

7 **A.** I don't think so. And, more significantly, Charter's proposal simply requires
8 CenturyTel to take actions concerning information that CenturyTel has in its
9 possession. It is not unreasonable to ask CenturyTel to provide these dates,
10 especially when they have changed, to Charter. As I explained above, doing so
11 simply facilitates a more efficient process of publishing directories that are
12 accurate and complete.

13

14 **Q. WHY SHOULD CENTURYTEL BE REQUIRED TO PROVIDE THIS**
15 **ADDITIONAL INFORMATION?**

16

17 **A.** CenturyTel's position as the incumbent provider, and as the entity that works
18 most closely with the publisher in each area, means that it has a long-standing
19 relationship with the publisher. Given this long-standing relationship it is safe to
20 assume that CenturyTel and the publisher have established processes for
21 exchanging information, and data, concerning the directory publication process
22 and the inclusion of subscriber listings in that directory. Therefore, given the
23 long-standing relationship, and existing processes, CenturyTel is certainly in the
24 best position to provide to Charter the information concerning directory close
25 dates which Charter has requested.

26

1 **V. ISSUE 32**
2 **HOW SHOULD THE AGREEMENT DEFINE EACH PARTY'S**
3 **RESPECTIVE DIRECTORY ASSISTANCE OBLIGATIONS**
4 **UNDER SECTION 251(b)(3)?**
5

6 **Q. PLEASE EXPLAIN WHY CHARTER IS PROPOSING ITS LANGUAGE**
7 **REGARDING DIRECTORY ASSISTANCE OBLIGATIONS.**
8

9 **A.** Generally speaking, Charter wants to make sure that the contract clearly
10 establishes each party's respective obligations to ensure that each party's
11 subscribers can obtain correct basic listing information (i.e. name, phone number,
12 and address) related to the other party's subscribers. In other words, Charter
13 wants to make sure that when CenturyTel subscribers dial the directory assistance
14 number and request the phone number of a Charter subscriber, that phone number
15 (or other relevant information) will be available.
16

17 **Q. DOESN'T THAT HAPPEN ALREADY?**
18

19 **A.** Well, it does happen now. But very recently this process was not working the
20 way it should, and Charter subscriber information was not made available to
21 CenturyTel subscribers seeking such information.
22

23 **Q. PLEASE EXPLAIN.**
24

25 **A.** Charter has recently experienced very significant problems with certain failures in
26 CenturyTel's directory assistance service. Specifically, under a prior
27 arrangement, CenturyTel's subscribers were not able to obtain directory listing
28 information, i.e. name, address and phone number, for Charter's subscribers.
29 What happened was that every time that a CenturyTel subscriber called directory

1 assistance and asked for listing information about a Charter subscriber, the listing
2 information was not provided. Instead, the subscriber was told that such
3 information was not available.

4

5 **Q. WHY IS THAT A PROBLEM?**

6

7 **A.** That is a problem because Charter subscribers who believed that their listing
8 information was available to the public, were not receiving the benefits of that
9 arrangement. Although some people specifically request that their listing
10 information not be published, most persons expect that their listing information
11 will be published, and available through directory assistance services. These
12 persons rely on that assumption and believe that their family, friends, business
13 associates (or whomever) will be able to obtain their listing information through
14 directory assistance services. So when that information is not made available to
15 other persons, it can be problematic for both the subscribers that expect their
16 information to be available, as well as to the persons seeking that information.

17

18 **Q. DO YOU KNOW WHY THAT PROBLEM OCCURRED?**

19

20 **A.** Yes. The problem occurred because CenturyTel was using a third party vendor to
21 provide its directory assistance services. That vendor was not performing the
22 necessary database queries to find the Charter subscriber information, and make it
23 available to the requesting party. For a variety of reasons the directory assistance
24 industry now relies upon two different databases to obtain subscriber listing
25 information. In many instances the directory assistance provider will need to

1 query both a local, and a national, directory assistance database to obtain the
2 subscriber listing information. However, CenturyTel's vendor was not doing so.
3 Specifically, that entity only queried the local database, even though Charter's
4 subscriber listing information resides in the national database. As a result,
5 Charter's subscribers' listing information was not made available to persons who
6 called CenturyTel's directory assistance service.

7

8 **Q. DID CENTURYTEL TAKE ANY ACTION TO FIX THE PROBLEM?**

9

10 **A.** No. After Charter alerted CenturyTel to this problem CenturyTel did not take any
11 action to conclusively address the problem. Instead, CenturyTel took the position
12 that the problem was Charter's problem, and that Charter was responsible for
13 dealing with *CenturyTel's* vendor to resolve the problem. CenturyTel refused to
14 direct its third party vendor to query the appropriate database. Instead,
15 CenturyTel directed Charter to contract with that entity directly to address the
16 problem. Eventually, CenturyTel obtained a new vendor to provide its directory
17 assistance services. That vendor currently does query both databases, such that
18 Charter subscriber listing information is currently available to all requesting
19 parties.

20

21 **Q. IF THAT PROBLEM HAS BEEN RESOLVED, WHY DOES THE**
22 **COMMISSION NEED TO CONSIDER IT NOW, SINCE THIS**
23 **AGREEMENT WILL GOVERN OBLIGATIONS IN THE FUTURE?**

24

25 **A.** It seems that these past problems may inform the Commission of why Charter
26 proposes basic language concerning directory assistance obligations of both

1 parties. In other words, if Charter's language is included in this agreement,
2 problems like those which arose in the past will not occur in the future.

3
4
5

VI. CONCLUSION

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

7 A. Yes.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served by facsimile, hand-delivery, or electronic mail, on the 30th day of September, 2008, on the following:

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