

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

NTS SERVICES CORP.

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GALLATIN RIVER COMMUNICATIONS
L.L.C. D/B/A CENTURYLINK

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Docket No. 12-0116

DIRECT TESTIMONY OF

GUY E. MILLER, III

ON BEHALF OF

GALLATIN RIVER COMMUNICATIONS L.L.C. D/B/A CENTURYLINK

CENTURYLINK EXHIBIT 1.0

July 12, 2013

**DIRECT TESTIMONY OF
GUY E. MILLER, III
GALLATIN RIVER COMMUNICATIONS L.L.C.**

1 **I. INTRODUCTION**

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

3 A. My name is Guy E. Miller, III. My business address is 100 CenturyLink Drive, Monroe,
4 LA 71203.

5 **Q. On whose behalf are you submitting this direct testimony?**

6 A. I am submitting this Direct Testimony on behalf of Gallatin River Communications
7 L.L.C. d/b/a CenturyLink (hereafter "CenturyLink"), the Illinois incumbent local
8 exchange company ("ILEC") of CenturyLink, Inc.

9 **Q. By whom are you employed and what is your position?**

10 A. I am currently employed by CenturyTel Service Group as a Wholesale Staff Director. I
11 have held this position since April 1, 2011.

12 **Q. What are your responsibilities as a Wholesale Staff Director?**

13 A. I am responsible for evaluating the impacts of the policies, obligations and operations that
14 govern the interactions between representatives of CenturyLink's regulated telephone
15 companies and wholesale customers, including competitive carriers. In addition, I am
16 responsible for evaluating the impacts of CenturyLink's regulatory positions on inter-

17 carrier issues. For example, I have evaluated and recommended revisions to proposed
18 elements of inter-carrier compensation reform. I am also involved in the development of
19 CenturyLink's Interconnection contract templates and template terms, and I serve as an
20 escalation resource to our wholesale interfacing teams on interconnection issues,
21 negotiations and dispute resolution.

22 **Q. What positions did you hold before becoming a Wholesale Staff Director?**

23 A. From September 10, 2002 to December 4, 2005, I was Director-Carrier Relations for
24 CenturyLink Service Group and from December 5, 2005 to April 1, 2011 I was Director-
25 Carrier Relations Strategy and Policy.

26 **Q. What were your responsibilities as a Carrier Relations Director?**

27 A. I was responsible for overseeing all of the company's activity related to its obligations
28 under §§ 251 and 252 of the 1996 revisions to the Communications Act of 1934, as
29 amended (the "Act"), including ensuring compliance with those statutes. This also meant
30 that I was responsible for the development and implementation of appropriate policies,
31 the development and implementation of interconnection agreement terms, oversight of
32 agreement negotiations, management of the dispute resolution process with
33 CenturyLink's wholesale customers and ensuring compliant operations performed under
34 agreement terms.

35 **Q. Please describe your experience in the telecommunications industry before**
36 **becoming a Carrier Relations Director.**

37 A. I have worked in the telecommunications industry in various capacities for over 30 years.
38 I started my carrier in 1978 with Southwestern Bell Telephone and held a variety of
39 positions of increasing complexity and responsibility in the Customer Service, Sales, and
40 Human Resources areas until 1989. From 1989 until 1995, I developed strategic, tactical
41 and business plans to provide services to competitive local exchange carriers (“CLEC”),
42 wireless carriers, Interexchange Carriers (“IXC”), Enhanced Service Provider/Internet
43 Service Providers (“ISP”) and the cable industry. I also developed new products for this
44 market segment and established specialized customer service and sales support programs.

45 In 1995, I was recruited to MFS Telecom, a competitive telecommunications
46 access provider, where I served as the Director - Marketing for MFS’ private line and
47 collocation services. From late 1996 until September, 2002, I worked for Intermedia
48 Communications, a CLEC. For most of this time, I was a Senior Director in product
49 marketing. I managed and developed dedicated and switched transport and collocation
50 products for the wholesale business segment, which included carriers, ISPs, large
51 enterprise business and government. In 2001, Intermedia was purchased by WorldCom.
52 At that time, I began serving in an interim dual role as the Intermedia executive in charge
53 of Carrier and ISP Sales Support and also as Intermedia’s Vice President for Industry
54 Policy. In this latter role, I oversaw the integration of Intermedia’s regulatory and carrier
55 relations activities into the WorldCom business model. I left WorldCom in late 2002
56 and, as previously mentioned, joined CenturyLink as Director-Carrier Relations for
57 CenturyLink Service Group in September of that year.

58 **Q. Have you previously testified before any state commission?**

59 A. Yes. I have testified before the following state commissions: the Illinois Commerce
60 Commission, the Wisconsin Public Service Commission, the Tennessee Regulatory
61 Authority, the Pennsylvania Public Service Commission, the Colorado Public Utilities
62 Commission, the Arkansas Public Service Commission, the Michigan Public Service
63 Commission, the Oregon Public Utility Commission, the Missouri Public Service
64 Commission, the Alabama Public Service Commission, the Louisiana Public Service
65 Commission, the Texas Public Utility Commission, the Iowa Utilities Board and the
66 Nebraska Public Service Commission. My testimony before these commissions has been
67 on a variety of issues including 47 U.S.C. § 252 arbitration proceedings, interconnection
68 and inter-carrier compensation disputes under § 251 agreement terms, corporate
69 acquisition applications, and the matter of acquisition and use of an N11 code for private
70 business purposes.

71 I have also filed Expert Report Testimony in a Wisconsin State Court proceeding
72 in June and July 2012, filed Expert Report testimony in a United States District Court in
73 July 2009, and testified in American Arbitration Association proceedings in June 2009
74 and August 2007. Additionally, I have been involved in the preparation and delivery of
75 written comments and ex partes related to several FCC proposed rulemakings during the
76 period of 2003 through 2007. These rulemakings have included wireless local number
77 portability, virtual NXX, phantom traffic, intercarrier compensation reform and 911/E911
78 services for Voice over Internet Protocol (VoIP) providers.

79 **Q. What is the purpose of your testimony?**

80 A. The purpose of my testimony is to respond to parts of the testimony submitted by Sue
81 Scott on behalf of NTS Services Corp (“NTS”).

82 **Q. How is your testimony organized?**

83 A. After concluding this Introduction, I will respond to NTS’s testimony on the following
84 issues:

- 85 A) Handling of NTS Issues by CenturyLink Personnel
- 86 B) Circuit IDs and Trouble Reports
- 87 C) The Assignment of BANS
- 88 D) Manual vs. Electronic Ordering Charges
- 89 E) Prequalification Charges
- 90 F) Subloops
- 91 G) Tagging and Labeling Loops
- 92 H) Billing Disputes and the Dispute Portal
- 93 I) NTS Assertions Related to Service Orders
- 94 J) Unfair Marketing Practices Allegation
- 95 K) Slamming Allegation

96 CenturyLink witness John Fordham will address NTS’s complaints regarding access to
97 collocation space, failures of back-up power and alleged slamming of customers in
98 connection with the Crescent Street copper retirement. Mr. Fordham will also provide
99 information regarding CenturyLink’s practices concerning prequalification of loops, loop
100 labeling, and notification of the resolution of trouble reports.

101 **Q. Have you been involved in the dispute resolution negotiations that NTS has had with**
102 **CenturyLink?**

103 A. Yes, although I have not always served as the designated dispute negotiator for
104 CenturyLink, since August 2007 I have either been involved in direct discussions with
105 NTS on its disputes or have assisted the then-designated negotiator as needed with
106 interpretation of agreement terms, obligations of applicable law and research into asserted
107 NTS issues. My advisory and escalation authority positions with CenturyLink have
108 required that, to the greatest extent possible, I acquire direct knowledge and first-hand
109 experience on all facets of the company's interactions with its CLEC customers.

110 **Q. Have you read the testimony of Sue Scott of NTS?**

111 A. Yes. Although NTS's complaint and testimony reads as if most complaints are still
112 active and ongoing, this is not the case. NTS has in many cases raised issues from years
113 ago that were previously resolved according to ICA terms such that both parties moved
114 on without further discussion. Attachment 21 to Ms. Scott's Direct Testimony clearly
115 demonstrates this resurrection of old issues. Most of the issues asserted in the
116 Attachment's May 2009 letter are issues that NTS has alleged again in this complaint.
117 For that reason, some of my testimony will consist of presenting the same information
118 and resolutions that were provided to NTS back in 2009.

119 Some of NTS's issues are old and raise issues under the Gallatin River
120 Communications¹ interconnection agreement that was entered into before CenturyLink
121 acquired Gallatin River (the "2006 ICA;" attached as CenturyLink Exhibit 2.0). The
122 2006 ICA irrevocably terminated on November 28, 2009. Non-price issues that arose

¹ The abbreviation "GRC" in this testimony is used to refer to Gallatin River in a manner that predates its acquisition by CenturyLink.

123 subsequent to November 28, 2009 fall under the terms of CenturyLink’s template ICA
124 (the “Template ICA,” attached as CenturyLink Exhibit 3.0) that the Parties agreed would
125 apply until they negotiated a successor agreement. CenturyLink and NTS completed an
126 interconnection arbitration last year to resolve certain pricing issues and filed the
127 resulting ICA with the Commission for approval on August 9, 2012.² The Commission
128 approved the ICA on September 6, 2012. As the parties agreed to in writing, the pricing
129 from the approved replacement ICA is subject to true-up back to December 2009.

130 Further, a word search shows that there are fifteen (15) instances in Ms. Scott’s
131 testimony where she refers to CenturyLink policies or actions using the words “suspect,”
132 “seem(s),” or “appear(s).” In contrast, to the fullest extent available, I support my
133 rebuttal with written documentation that confirms the statements made in my testimony.

134 **Q. You just mentioned an older 2006 ICA and a Template ICA. Would you please**
135 **summarize the negotiations history between the parties to put the applicability of**
136 **the 2006 ICA and the Template ICA into context?**

137 A. In August 2006, NTS and CenturyLink’s predecessor, Gallatin River Communications,
138 LLC, entered into the 2006 ICA. CenturyLink subsequently acquired the Gallatin River
139 exchanges on April 30, 2007. I was a member of the CenturyLink team that conducted
140 the due diligence for the transaction. On August 28, 2008, CenturyLink sent NTS a
141 Notice of Termination of the 2006 ICA along with an offer to continue providing services
142 pending negotiations of a new ICA. NTS requested a copy of the CenturyLink template

² Docket 11-0567.

143 ICA on September 8, 2008. Kristopher Twomey introduced himself as counsel for NTS
144 in an October 23, 2008 email.

145 During the remainder of 2008 and into 2009, the Parties negotiated the terms and
146 conditions of an ICA but it appeared that very few issues were really in dispute and those
147 issues were readily resolved as they were identified. CenturyLink fully expected that the
148 Parties would be able to reach timely agreement on a new ICA. Pursuant to its stated
149 terms, the 2006 ICA had an irrevocable final termination date of November 28, 2009.³
150 Accordingly, on November 25, 2009, CenturyLink sent a Notice of Final Termination to
151 NTS. CenturyLink advised NTS that all existing services would continue to be provided
152 if paid for but new orders could not be accepted unless NTS requested and agreed to
153 interim arrangements to be effective during the negotiations for a new ICA.

154 On December 3, 2009, NTS sent a bona fide request (“BFR”) to CenturyLink to
155 permit a continuance of interconnection services using the terms of CenturyLink’s
156 Template ICA. The Parties agreed that the pricing from the 2006 ICA would apply,
157 subject to true-up, until a permanent replacement ICA was reached. Pursuant to the
158 parties’ arrangement, and the Federal Communication Commission’s § 51 rules,⁴ the non-
159 price terms of the Template ICA applied to both parties during the negotiations period.

³ Section 2.3 of the Gallatin River ICA stated that if the Parties are in negotiations but have not finalized a replacement, the terminated Agreement terms will continue but shall not remain in effect for more than one year from the originally stated termination date. The concept of having an absolute final termination date for ICA terms is a standard industry practice.

⁴ 47 C.F.R. § 51.715(c). The purpose behind § 51.715(c) is to permit a CLEC without an existing interconnection arrangement with an incumbent LEC to immediately engage in business under an interim arrangement, pending resolution of negotiation or arbitration and approval of necessary rates by a state commission under §§ 251 and 252 of the Act. The interim rates are subject to true up upon approval of the final agreement rates. NTS and

160 A limited exchange of ICA redlines took place in early 2010. However, the
161 Parties did not reach agreement during the 2010 negotiations. Throughout 2010,
162 CenturyLink attempted to coordinate a joint meeting to discuss NTS's redlines to the
163 template ICA and to negotiate with NTS but NTS would not commit to meet. On
164 December 9, 2010, Kristopher Twomey, counsel to NTS, again formally requested
165 negotiations of the terms and conditions of an interconnection agreement between
166 CenturyLink and NTS pursuant to §§ 251 and 252 of the Telecommunications Act of
167 1996. In a letter dated December 21, 2010, Mr. Twomey reaffirmed NTS's
168 understanding that the pricing used while the template ICA was in effect would be
169 subject to true up consistent with the final negotiated pricing. Copies of NTS's 2009
170 request for negotiations and both 2010 requests are attached as Exhibit 1.1.

171

172 **II. REBUTTAL OF NTS's TESTIMONY**

173 **A) Handling of NTS Issues by CenturyLink Personnel**

174 **Q. Throughout her testimony, Ms. Scott refers to CenturyLink behaviors and actions**
175 **in disparaging ways?⁵ Are her disparaging attacks justified?**

176 **A.** No. I have personally been present or on the telephone numerous times when
177 CenturyLink and NTS representatives have interacted. I have observed that

CenturyLink agreed in writing to use this precedent of federal regulation in regards to all rates that were to be contained in the final agreement.

⁵ Scott Direct at lines 44-48, 75-76, 83-84, 92-93, 101-104, 108-109, 112-115, 258-260, 301-302, 340-347, 352, 515-516, 530-532, 546-551, 567, 584-585, 644-645, 653-654, 673-675, 712-713, and 744-777.

178 CenturyLink's employees have been completely professional in those interactions and
179 have worked diligently to resolve issues between CenturyLink and NTS.

180 Much of Ms. Scott's testimony consists of asserted or limited examples of errors
181 or mistakes over a span of years, out of hundreds or thousands of transactions or
182 interactions. Telecommunications is a very complex business. Telecom billing systems,
183 for example, are incredibly complicated because they have to address so many variables,
184 including many hundreds of services and service options and one time, monthly, flat-rate,
185 and usage charge components; sometimes all within the same order. Because of such
186 complexity, some errors and mistakes will occur. There is no way to eliminate errors and
187 mistakes altogether.

188 Ms Scott's allegations of CenturyLink anticompetitive behavior are not supported
189 by the facts.⁶ Based on my lengthy experience in dealing with NTS, I can say without
190 reservation that CenturyLink has never knowingly impeded NTS's efforts to compete.
191 CenturyLink has consistently endeavored to comply with the terms and conditions of its
192 ICAs with NTS and to correspondingly provide to NTS the service to which it is entitled
193 under the ICAs.

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⁶ Id. at lines 568-569 and 718-720.

198 **B) Circuit IDs and Trouble Reports**

199 **Q. Ms. Scott complains that CenturyLink did not convert NTS’s old circuit IDs to**
200 **CenturyLink’s “new” systems.⁷ As support for this complaint, Ms. Scott submitted**
201 **Attachment 1⁸ to her Direct Testimony and states that NTS “expected (the**
202 **CenturyLink account representative) to convert (the listed) current circuits into**
203 **[sic] the new system.”⁹ Does Ms. Scott’s email in Attachment 1 make such a**
204 **request?**

205 A. No, it does not.

206 **Q. Does Attachment 1 show a need for CenturyLink to “convert” any NTS circuit IDs?**

207 A. No, it does not.

208 **Q. Does Attachment 1 include or provide insight into a CenturyLink response to NTS’s**
209 **asserted issue?**

210 A. No, it does not.

211 **Q. Can you explain the issue with the assignment of circuit IDs?**

212 A. Yes. In mid-2010, CenturyLink moved to an industry-standard circuit ID format. As
213 part of this transition, the new circuit ID format was used for circuits ordered after the
214 change, while existing circuits continued under the prior circuit ID format until

⁷ Id. at lines 66-69.

⁸ NTS Attachment 1 and NTS Attachment 13 are identical documents.

⁹ Scott Direct at lines 70-80.

215 disconnection. The advantage of this approach is that CenturyLink and its CLEC
216 customers did not have to change IDs for existing circuits, but could use industry
217 standard IDs for new circuits. It also minimized errors that could occur in mapping old
218 circuit IDs to new circuit IDs in various systems of both CLECs and CenturyLink.

219 **Q. Did the decision to use the new circuit IDs for circuits created after the change, and**
220 **to continue using the old circuit IDs for existing circuits until they were**
221 **disconnected, apply equally to all CLECs and to CenturyLink itself?**

222 A. Yes. All existing circuits, whether provisioned to any CLEC or to any other CenturyLink
223 wholesale or retail customer, retained their original circuit IDs after the change. Only
224 circuits ordered by CLECs and other CenturyLink customers after the implementation of
225 the change were given IDs using the new nomenclature.

226 **Q. Did the change to an industry-standard circuit ID format cause the old Circuit ID**
227 **numbers to be invalid in CenturyLink's systems?**

228 A. No. CenturyLink's systems recognize the old circuit IDs just as well as the new circuit
229 IDs. The old Circuit IDs are not invalid IDs in CenturyLink's systems.

230 **Q. Did CenturyLink fail to migrate circuit IDs when converting to new systems as NTS**
231 **alleges?¹⁰**

232 A. No. The only CLEC-affecting system migration that has taken place during the past few
233 years has been to replace the EZ Local order entry system with the EASE system in

¹⁰ Id. at lines 404-407 and 590-591.

234 August 2010. No circuit ID information is stored in the EASE system, however. Circuit
235 IDs are kept in the MARTENS facility assignment system and in the Ensemble and
236 CABS billing systems. The MARTENS, Ensemble and CABS systems have not changed
237 in a number of years so there has been no need to migrate any circuit ID information.

238 **Q. How are circuit IDs retrieved within CenturyLink's systems?**

239 A. The MARTENS, Ensemble and CABS systems which contain circuit information are
240 accessed via the EASE and MetaSolve order entry systems and the TRACS repair
241 ticketing system. If the circuit IDs on orders and repair requests are correctly input using
242 the proper format for the specific circuits at issue, those circuits will be found within the
243 appropriate systems. Further, as I earlier stated, CenturyLink did not change any existing
244 circuit IDs when it elected to move to the industry standard format; the format change
245 only applied prospectively to new circuits.

246 **Q. Did CenturyLink change any existing NTS circuit IDs or circuit ID formats?**

247 A. No. As I previously stated, all existing circuits retained their original circuit IDs after the
248 change.

249 **Q. Does the use of the old Circuit IDs cause problems when circuit disconnect orders**
250 **are submitted?**

251 No, contrary to the assumption made in NTS's testimony,¹¹ the use of old Circuit IDs
252 does not cause problems with circuit disconnect orders. CenturyLink has identified only
253 one issue with circuit disconnects and it is a systems-related issue that impacts both
254 CenturyLink and NTS. When a CLEC order to disconnect a circuit is submitted, EASE
255 (or MetaSolve for CenturyLink retail orders) checks the Ensemble billing system to make
256 sure that the Circuit ID number matches what is in the Ensemble system. If there is a
257 difference, EASE (or MetaSolve) sends an error message. Typically, the order initially
258 errors out because a suffix of some type (a user name, for example) has been added to the
259 Circuit ID in Ensemble.

260 **Q. How does CenturyLink enable the submission of orders that error out?**

261 A. CenturyLink has developed a prompt workaround to address this issue. In NTS's case,
262 Ms. Scott, or one of her staff, would typically send an email to Mr. Scott Nolan, a Service
263 Delivery Lead Analyst for CenturyLink, noting that a circuit disconnect order has errored
264 out. Mr. Nolan can view the Circuit ID in the Ensemble billing system and resubmit the
265 order in EASE to match with what is in Ensemble. Mr. Nolan is generally able to resolve
266 this issue quickly and does so with NTS. Examples of his responses are provided in
267 Exhibit 1.2, which were taken from business records that CenturyLink maintains in the
268 regular course of its business.

269 **Q. Does the use of the old Circuit IDs cause problems when NTS submits trouble**
270 **reports?**

¹¹ Id. at lines 410-411.

271 A. No. CenturyLink's systems for handling trouble reports recognize the old Circuit IDs.
272 However, as with circuit disconnects, there may occasionally be a system issue that arises
273 for both CenturyLink customers and CLECs that could cause a brief delay in getting a
274 trouble ticket issued and a technician dispatched to resolve a trouble report.

275 **Q. Please describe the systems issue that arises with trouble reports?**

276 A. CenturyLink receives trouble reports for business customers, including CLECs, at two
277 call centers that use the same toll-free number. When a business repair technician at one
278 of these two centers receives a trouble report, the technician accesses the circuit ID in
279 CenturyLink's TRACS trouble reporting system in order to get a trouble ticket issued.
280 TRACS checks CenturyLink's MARTENS database to determine if the Circuit ID is a
281 valid ID. In some cases, the circuit ID does not show up in MARTENS, in which case a
282 simple workaround is required. The business repair technician will check CenturyLink's
283 Ensemble billing system to verify that the Circuit ID is valid and then arrange to have the
284 Circuit ID loaded into MARTENS. A repair ticket is then generated by TRACS and a
285 technician is dispatched. Again, this is not a problem with the old Circuit IDs. It is
286 merely a systems issue that requires a workaround, and it impacts CenturyLink customers
287 and CLECs alike.

288 **Q. NTS asserts in its complaint that CenturyLink never offered to replace the old**
289 **circuits with the new ones. Could NTS have requested new circuit IDs for its**
290 **circuits?**

291 A. Yes. If NTS really believed that there was a problem with the compatibility of the old
292 Circuit ID numbers with alleged “new systems,” NTS could have requested the
293 assignment of new ID numbers. It is in this sense that CenturyLink answered NTS’s
294 allegations in paragraph 46 of NTS’s amended complaint that NTS is responsible for
295 migrating NTS’s circuit identification numbers to new ones. NTS needed to make the
296 specific request. However, CenturyLink has no record of NTS having ever made such a
297 request and it would not have been a sensible thing to do in any event. It would have
298 caused numerous opportunities for errors and confusion, would have been time
299 consuming to do and was completely unnecessary.

300 **Q. NTS alleges that CenturyLink refuses to acknowledge trouble on its side of the**
301 **network and that its technicians often close out repair tickets with “no trouble**
302 **found” rather than resolve a problem.¹² Is this allegation true?**

303 A. No. I reviewed NTS’s trouble report history that covered October 2008 through April
304 2012, a copy of which is attached as Exhibit 1.3. This trouble history is a business record
305 prepared and maintained by CenturyLink in the ordinary course of its business that
306 CenturyLink employees commonly rely upon in the course of performing their
307 responsibilities. This trouble history reflects that during the time period from October,
308 2008 through April, 2012, NTS called in 41 reports. The key to understanding the report
309 history is a review of the identified cause column.

310 On seven occasions, no trouble was found. An analysis of these seven shows:

¹² Id. at lines 541-543.

311 - One report was called in for an end user that was not served by CenturyLink
312 facilities,

313 - Two reports were not repair but NTS requests to install a NID at one new
314 location and a second drop wire at another.

315 - The four remaining reports were found to have good signal from the
316 CenturyLink office to the demarcation at the customer premise

317 On eight occasions, the trouble was determined to be caused by end use customer
318 or NTS actions, equipment or network. In total, more than one third (15 of 41) of NTS's
319 trouble reports were not CenturyLink repair issues. (See the Gray highlight in Exhibit
320 1.3.) The actual CenturyLink repair issues were primarily equipment failure or
321 deterioration.

322 Regarding CenturyLink's responsiveness and handling of repairs, the submitted
323 ticket was cleared the same day on 40 of the 41 reports. (See the Blue and Green
324 highlight in Exhibit 1. 3.) On 16 of those 40 reports, CenturyLink's time to repair
325 objective was sometime the following day (based on the type of issue or the timing of the
326 report) yet the tickets were still cleared on the day they were reported. (See the Green
327 highlight in Exhibit 1. 3.) On only one report was the "trouble" not cleared the same day
328 it was called in and that occurrence was not "trouble" but the NTS request to have a
329 second drop wire installed.

330 **Q. Ms. Scott claims that, at the November 19, 2009 meeting with the ICC, CenturyLink**
331 **committed to informing NTS when a repair has been completed and that**

332 **CenturyLink has not and does not intend to live up to that agreement.¹³ Is this**
333 **correct?**

334 A. No. The commitment made at the November 19 meeting was for a limited time only; 30
335 days is the time frame that I recall. The purpose of the limited time commitment was to
336 ensure both parties were on the same page in regards to how reported repair issues were
337 handled and cleared by CenturyLink. Contrary to Ms. Scott's assertion, CenturyLink
338 made no commitment to inform NTS of repair completion on a permanent basis.

339 **Q. On lines 546-547 of her testimony, Ms Scott accuses CenturyLink of falsifying its**
340 **records. Does CenturyLink permit such falsification?**

341 A. No. CenturyLink does not tolerate any falsification of records by its employees. We
342 have a company Code of Conduct that discusses such behavior and specifies disciplinary
343 action for violations; which in this case would be termination based on my experience as
344 a CenturyLink senior executive. Relevant excerpts from our internally posted Code of
345 Conduct are as follows:

346 (Page 4)
347 "Honesty and Integrity
348 We will:
349 • Be truthful in all dealings with customers, employees, shareholders, business
350 associates and the general public. ..."

351
352 (Page 12)
353 "Competitive Information
354 Examples of improper means include: ...
355 • Engaging in misrepresentation or deception. ..."

¹³ Id. at lines 548-550.

357 (Page 7)

358 “Violations and Their Consequences

359 As a CenturyLink employee, you must comply with the Corporate Ethics and
360 Compliance Program. You must complete all assigned acknowledgements
361 (including the Code of Conduct acknowledgment and legal hold
362 acknowledgments), certifications, and training by their due dates. Subject to
363 applicable law and contractual agreements, failure to comply with the Program
364 may result in disciplinary action up to and including termination of
365 employment.

366 “Consequences for failure to comply with the Program may apply not only to
367 those who commit the violation, but also to those who condone misconduct,
368 fail to report or take reasonable measures to prevent, detect and address
369 misconduct, or retaliate against those who in good faith report potential
370 misconduct. All team members are expected to report violations of the law, the
371 Code, or any other CenturyLink policy or procedure.”...

372 **Q. Has NTS provided any specific evidence to support its allegation that CenturyLink**
373 **technicians purposely falsified records?**

374 **A. No.**

375

376 **C) The Assignment of BANS**

377 **Q. Ms. Scott complains that “new orders are not being billed on the proper BAN**
378 **[“Billing Account Number”] by collocation.”¹⁴ How do you respond to her**
379 **complaint?**

380 **A.** This is an example of NTS having an unrealistic expectation concerning an ILEC’s
381 billing to a CLEC and is just one example of how CenturyLink has attempted to
382 accommodate NTS despite no obligation to do so under the parties’ ICA. BANS are not

¹⁴ Id. at lines 435-441.

383 developed with the intent of enabling CLECs to internally reconcile their records.
384 CLECs don't typically request specific BANs nor do ICA terms or regulations obligate
385 CenturyLink to accommodate requests for specific BANs. BANs are established by
386 CenturyLink (and other ILECs) for its own internal recording and tracking purposes to
387 designate a particular carrier to whom a specific CenturyLink affiliate provides service.

388 It is my understanding that NTS desired multiple BANS because it wanted to
389 track its charges in a particular way at CenturyLink's expense so that NTS would not
390 have to separate monthly charges on its individual bills. NTS sought to use BANs
391 assigned within CenturyLink's systems to link particular loop orders to particular
392 CenturyLink offices at which NTS has collocated equipment. BANs do not identify
393 specific collocation locations within CenturyLink's systems. CenturyLink's automated
394 provisioning system assigns an order, based in general around product type, to any active
395 BAN that it recognizes for a particular carrier. As a result, the assignment of a specific
396 order to a specific BAN (as requested by NTS) can only be accomplished through manual
397 intervention, not electronically.

398 **Q. What has CenturyLink done to accommodate NTS?**

399 **A.** Although CenturyLink had no obligation to do so, we attempted to accommodate NTS's
400 request and approximately thirteen BANS were created for NTS. As Ms. Scott states in
401 her testimony, NTS periodically submits an email in which it informs Mr. Scott Nolan of
402 the BANs that NTS wants particular orders to be billed under. Mr. Nolan takes the list
403 submitted by NTS and manually changes the BANs within CenturyLink's Ensemble

404 billing system so that they match what NTS claims should be the “proper” BAN based on
405 how NTS uses particular BANs.

406 **Q. Did NTS ask for any terms in the replacement ICA that would require CenturyLink**
407 **to accommodate NTS’s use of BANs?**

408 **A.** No. Despite NTS asserting this as an issue worthy of complaint, NTS did not propose
409 any terms for the assignment and use of BANs during negotiations for the replacement
410 ICA that was arbitrated in Docket 11-0567. NTS’s demand for CenturyLink to incur the
411 expense to accommodate NTS’s internal tracking desires has no basis in law or ICA
412 terms. If NTS desired this type of arrangement on a regular basis, it needed to be part of
413 the ICA and CenturyLink would need to recover either the manual labor expense or the
414 cost to re-program its provisioning and billing systems.

415

416 **D) Manual vs. Electronic Ordering Charges**

417 **Q. Ms. Scott complains that CenturyLink has charged NTS the manual order rate even**
418 **though NTS has submitted orders electronically.¹⁵ Is her criticism valid?**

419 **A.** No. The rates under the 2006 ICA were in effect during the period of this dispute and the
420 2006 ICA does not include an electronic order rate.

421 While two ICAs, the 2006 ICA and the Template ICA, were in place between the
422 Parties during the period relevant to this dispute, the pricing to be billed was the same for

¹⁵ Id. at lines 92-95 and 416-421.

423 the entire time period. As I stated earlier, the 2006 ICA was in effect through November,
424 2009. The Parties subsequently agreed that the non-price terms of the Template ICA
425 would govern the Parties' relationship beginning in December, 2009 and until a
426 replacement for the 2006 ICA was negotiated or arbitrated. However, the Parties agreed
427 that the pricing under the 2006 ICA would continue to be billed subject to true-up back to
428 December 2009 once a replacement ICA was reached. The Parties filed the replacement
429 ICA with the Commission on August 9, 2012 in compliance with the Commission's July
430 12, 2012 arbitration decision in Docket 11-0567.

431 The pricing under the 2006 ICA did not distinguish between electronic and
432 manual orders. The standard service order charge under the 2006 ICA was \$25.25. If
433 NTS ordered a prequalification of a loop and paid the prequalification charge, the rate
434 was to be \$15.25. However, the \$15.25 rate was not a rate for electronic orders as Ms.
435 Scott suggests. Page 2 of the Support Service Guide to the 2006 ICA is attached as
436 Exhibit 1.4.

437 **Q. Ms. Scott also asserts that CenturyLink's billing system cannot distinguish between**
438 **manual and electronic rates.¹⁶ Is this correct?**

439 A. No. Ms. Scott is not correct. CenturyLink's billing system is capable of distinguishing
440 between manual and electronic orders. However, NTS was demanding a rate that was
441 not a valid electronic order rate under any CenturyLink ICA. Further, the electronic and

¹⁶ Id. at lines 92-94.

442 manual order rates of the replacement ICA did not become effective until the arbitrated
443 replacement ICA was filed and approved.

444 **Q. Did CenturyLink agree to bill NTS the rate of \$15.25 for electronic orders at any**
445 **point in time?**

446 A. Yes. On or about July 28, 2011, in response to complaints from NTS, I agreed as an
447 accommodation to let NTS have their requested \$15.25 rate on electronic orders
448 submitted by NTS, subject to a true-up. There was no basis in either the 2006 ICA or the
449 Template ICA for the \$15.25 rate to be applied to electronic orders. However, knowing
450 that the electronic order rate would be subject to true up upon approval of the
451 replacement ICA, I saw no harm in agreeing to use \$15.25 as an electronic order rate for
452 the prospective interim period. Exhibit 1.5 contains the internal email discussion that
453 took place before I verbally gave the approval to proceed. This is a business record
454 prepared and maintained by CenturyLink in the ordinary course of its business. My good
455 faith accommodation was hardly an “admission” by CenturyLink that we “overcharged
456 due to billing system problems” as Ms. Scott alleges at line 413 to 414 of her testimony.
457 Therein Ms. Scott is wrongly presenting our action as something we did to “correct our
458 mistake” rather than accurately representing our action as something we undertook to be
459 accommodating.

460 **Q. Does NTS claim that CenturyLink “incorrectly” billed NTS the \$25.25 rate**
461 **subsequent to July, 2011?**

462 A. No. Both NTS's amended complaint and Ms. Scott's testimony on this issue fail to
463 specify the time period involved.¹⁷ The only specific bill referenced in her testimony was
464 the July, 2011 bill¹⁸ which predates my agreement to apply an interim \$15.25 electronic
465 order rate, subject to true-up. However, as I state above, \$15.25 was not a valid
466 electronic order rate established within CenturyLink's billing systems. Accordingly, all
467 adjustments of the interim \$25.25 rate from the 2006 ICA to the temporary \$15.25
468 goodwill rate had to be accomplished through manual intervention and CenturyLink
469 billing personnel would not receive any automatic notification when NTS submitted an
470 electronic order.

471

472 **E) Prequalification Charges**

473 **Q. Why did CenturyLink use MapQuest for a period of time in 2009?**

474 A. CenturyLink's local supervisor had concerns about the accuracy and completeness of the
475 plant records prepared and maintained by CenturyLink's predecessors.

476 **Q. In her testimony, Ms. Scott says NTS and CenturyLink reached an agreement at the**
477 **November 19, 2009 meeting at the Illinois Commerce Commission ("ICC") to**
478 **refund the prequalification charges assessed by CenturyLink during the time period**

¹⁷ Id. at lines 92-95.

¹⁸ Id. at lines 417-418.

479 **that MapQuest was used to provide loop lengths¹⁹ and that there were no conditions**
480 **to the refund.²⁰ Is this correct?**

481 A. No. I attended that meeting by telephone. Ty Lemaster, then CenturyLink's General
482 Manager for Illinois, who attended in person, only agreed to refund prequalification
483 charges for those situations where NTS could provide proof of harm, specifically, any
484 instances where CenturyLink provided inaccurate service limit information that caused
485 NTS to delay its installation of the customer's service because NTS was thereby required
486 to resolve associated technical issues. A critical component of this refund commitment
487 was the requirement that NTS provide notice of the specific orders that it claimed were
488 affected by delay to permit CenturyLink to investigate and validate NTS's claims. The
489 actual agreement made at the ICC meeting (and the requirement for NTS to provide
490 specific order information) was reconfirmed to NTS in a January 26, 2010 email to Scott
491 Luft from Matt Green (attached as Exhibit 1.6) and again in an April 9, 2010 email to Ms.
492 Scott from Mr. Green (attached as Exhibit 1.7). Matt Green was CenturyLink's Account
493 Manager for NTS until he transitioned to a new position in the summer of 2011. I pulled
494 copies of Mr. Green's emails from my own retained files. They are business records
495 prepared and maintained by CenturyLink in the ordinary course of its business.

496 **Q. Has NTS provided any evidence of a CenturyLink offer to unconditionally refund**
497 **the prequalification charges?**

¹⁹ Id. at lines 112-116 and at 208-211.

²⁰ Id. at lines 256-258.

498 A. No. Ms. Scott references Attachment 2 to her testimony, NTS's own notes for the
499 November 19 meeting, as "proof" that CenturyLink agreed to the refunds. In fact, the
500 NTS Attachment does no such thing but rather confirms my testimony on this issue.
501 (NTS Attachment 2 is attached as my Exhibit 1.8 to this testimony.)

502 **Q. On lines 167 to 176 of her testimony, Ms. Scott discusses one example of a delay**
503 **allegedly caused by a difference in CenturyLink's provided loop length and the**
504 **asserted actual loop length. Did NTS submit any individual inaccurate service limit**
505 **claims after the November 2009 meeting for the purpose of obtaining the offered**
506 **refunds?**

507 A. Yes. A list of past orders alleged by NTS to have been affected was investigated by
508 CenturyLink in April 2010. I was not involved in the investigative review of the claims
509 submitted by NTS in 2010, but I was provided with the results of the investigations at the
510 conclusion of the validation research. The loop length information provided by
511 CenturyLink for all the orders alleged to have been affected was found to be within
512 accurate service limits and thus not subject to crediting.

513 Further, the "MapQuest refund" offer referred to by Ms. Scott was only for orders
514 submitted by NTS during the time CenturyLink actually used MapQuest. CenturyLink
515 used MapQuest for prequalification for approximately three months during the Spring of
516 2009 and not for a two-year period as asserted by NTS.²¹ I reviewed NTS's Attachments
517 6 and 7 and note that both contain an NTS document showing twelve (12) claims for

²¹ Id. at lines 251-254.

518 monthly billing of prequalification charges that were submitted for “MapQuest” refunds
519 on March 17, 2010. (Attached as Exhibit 1.9.) Only three (3) of those claims were for
520 billed prequalification orders that were submitted during the time when CenturyLink was
521 using MapQuest. Even if NTS was correct in its asserted claims, which it was not, this
522 NTS document reduces NTS’s possible claims to three (3) instances of monthly billing,
523 not twelve.

524 Regarding the asserted example that Ms. Scott includes in her testimony, if that
525 example has been accurately related and if it fell within the three months in 2009 that
526 MapQuest was actually used, CenturyLink would have provided a refund for this one
527 example had it received documentation from NTS that validated the provision of
528 inaccurate information to NTS and the associated delay of service installation. If this
529 example took place outside of the “MapQuest time frame,” it would have been handled
530 according to normal dispute processes.

531 **Q. At lines 262-280 of her testimony, Ms. Scott claims CenturyLink only installs loops**
532 **on time “in some few cases” and that CenturyLink’s “inaccurate” loop lengths**
533 **caused delays for NTS. Does NTS provide any evidence of these claims?**

534 A. No. NTS has offered no evidence of CenturyLink failing to install loops on schedule.
535 Further, we offered to refund NTS’s prequalification payment for any instances where
536 CenturyLink provided inaccurate service limit information that caused NTS to delay its
537 installation of the customer’s service. NTS did not provide any such proof in its 2010

538 refund claims. And here again, NTS makes a claim and, except for one undocumented
539 and unverifiable example, offers no evidence to back up that claim.

540 **Q. NTS Attachment 7 also includes a document that compares CenturyLink loop**
541 **footage to NTS determined loop footage. What does this Attachment really show?**

542 A. Attachment 7 shows nothing that is relevant to NTS's claims. First, NTS merely lists
543 "footage." There is no testimony, much less verifiable testimony, regarding what method
544 was used to make the determinations, what qualified person(s) performed the calculations
545 or on what date(s) these calculations were made. Next, the NTS calculations could not
546 have been made using CenturyLink plant records, which is at the foundation of NTS's
547 complaint, because NTS did not have access to such records.²²

548 **Q. Is there anything else about NTS Attachment 7 that you believe is relevant to the**
549 **Commission's understanding of this issue?**

550 A. Yes. Since NTS included service order ("SO") numbers and addresses on Attachment 7,
551 I investigated these orders using our retained business records. What I determined is
552 enlightening in view of NTS's assertions on the prequalification issue.

553 SO #1 was submitted on 9/22/09 and CenturyLink did provide the stated loop
554 length. CenturyLink also told NTS there were 2 bridge taps and no load coils

²² Interestingly enough, NTS claims CenturyLink's plant records are the accurate method for loop length determination yet questions the accuracy of those same plant records at lines 345-347 of Ms. Scott's testimony..

555 SO #2 was submitted on 9/25/09 and CenturyLink did provide the stated loop
556 length. CenturyLink also told NTS there were 2 bridge taps and no load coils

557 SO #3 was submitted on 10/8/09 and CenturyLink did provide the stated loop
558 length. CenturyLink also told NTS there were 3 bridge taps and no load coils

559 SO #4 was submitted on 10/16/09 and CenturyLink did provide the stated loop
560 length. CenturyLink also told NTS there were 2 bridge taps and no load coils

561 SO #5 was submitted on 9/21/09 and CenturyLink did provide the stated loop
562 length. CenturyLink also told NTS there were 2 bridge taps and no load coils

563 SO #6 was submitted on 7/16/09 and CenturyLink did provide the stated loop
564 length. CenturyLink also told NTS there were 2 bridge taps and no load coils

565 SO #7 was submitted on 6/16/09 and CenturyLink did provide the stated loop
566 length. CenturyLink also told NTS there were 2 bridge taps and no load coils

567 The order number provided for SO #8 does not match the stated prequalification
568 address. The service order listed was for 31 River Drive and not for 2202
569 Valentine Drive. SO #8 was submitted on 03/13/09 and CenturyLink provided a
570 2,900 ft loop length. CenturyLink also told NTS there were two bridge taps and
571 no load coils.

572 SO #9 was submitted on 9/22/09 and CenturyLink did provide the stated loop
573 length. CenturyLink also told NTS there were no bridge taps and no load coils

574 SO #10 was submitted on 6/16/09 and CenturyLink did provide the stated loop
575 length. CenturyLink also told NTS there was 1 bridge tap and no load coils.

576 As I will show later in this testimony, only two or at the very most three of the
577 orders that NTS claims have “incorrect footage” were submitted during the time period
578 that CenturyLink used MapQuest. The two June 16 orders were within the MapQuest
579 time period. The March 13 order might have been but it is not certain for reasons that I
580 will relate later in this testimony. The remaining seven or eight orders had the footage
581 determined using GRC plant records- the method that NTS wanted CenturyLink to use
582 and asserts is more accurate than MapQuest. Further, in response to NTS’s attempt to
583 make this next point an issue,²³ while MapQuest by itself does not provide information
584 on bridge taps and load coils, CenturyLink did provide such information along with the
585 MapQuest-determined loop lengths. NTS Attachment 7 therefore shows that
586 CenturyLink did review GRC plant records before responding to NTS prequalification
587 orders during the MapQuest time period.

588 **Q. Did NTS ever attempt to refute Mr. Green’s confirmation of the actual offered**
589 **refund conditions?**

590 Q. Mr. Green had a computer hard drive failure in the Fall of 2010 and lost his then-existing
591 NTS files. There are no emails in my retained files that show NTS ever questioned
592 CenturyLink’s refund offer and associated validation condition until the complaint it filed
593 for this proceeding. NTS sent a letter to CenturyLink on December 12, 2011 that

²³ Scott Direct at lines 144-145.

594 threatened a complaint filing. In the attached complaint draft, however, NTS only states
595 that CenturyLink “refused to refund the pre-qualification fees it charged for this [alleged]
596 “non-service.” NTS used this same language in the complaint that it actually did file on
597 February 15, 2012. NTS did not claim that CenturyLink offered “unconditional refunds
598 of loop prequalification charges” until the complaint filed to initiate this proceeding.²⁴

599 **Q. What arrangements did you have with Mr. Green regarding the handling of NTS**
600 **complaints?**

601 A. By mutual agreement, Mr. Green brought *all* NTS complaints, disputes and issues to my
602 attention. In many cases, I provided advice to Mr. Green on his response or actions to
603 ensure that we were treating NTS in full compliance with ICA terms and applicable law;
604 if not going above and beyond those obligations in an attempt to avoid further asserted
605 issues from NTS.

606 **Q. Did the 2006 ICA expressly require physical inspection of network records to**
607 **determine loop lengths?**

608 A. No. There are no terms that specify what method must be used to determine loop lengths.
609 By its silence on that subject, the ICA leaves the method used to CenturyLink’s
610 discretion.

²⁴ Id. at lines 256-258.

611 **Q. Ms. Scott provides Attachments 4 and 5 to support her testimony that physical**
612 **inspection of network records was the required method. What support do these**
613 **Attachments offer?**

614 A. None whatsoever. Attachment 4 is an asserted but undated "verified statement." There
615 are no notes in any NTS negotiations or account activity file that confirm such a meeting
616 was held and that there was any "understanding" of any kind between pre-CenturyLink
617 GRC and NTS. If the "verified statement" from former GRC President Fred Miri is
618 accurate, then he failed to document it and NTS failed to produce it during the 2009
619 dispute discussions; including the discussion before the Commission on November 19,
620 2009. Further, if Mr. Miri and NTS President Dan Johnson made any agreement, they
621 failed to memorialize the process and the obligation in the ICA terms. Without any such
622 terms, or even any notes in the account file, there was no legal obligation for
623 CenturyLink to follow some unknown and unspecified process.

624 As to NTS Attachment 5, these emails do not mention the process, or combination
625 of processes, that was used for prequalification. However, Ms. Scott asserts that
626 Attachment 5 consists of "examples of this (agreed upon) procedure." By stating this,
627 Ms. Scott supports my testimony by admitting that MapQuest was not being used as of
628 July 22, 2009 because page 6 of Attachment 5 documents a prequalification request that
629 was made on July 20, 2009 and completed by CenturyLink on July 22, 2009. Ms. Scott
630 gives this as an example of a prequalification done using physical plant records.

631 **Q. Doesn't Ms. Scott suggest that CenturyLink failed to follow its own internal**
632 **prequalification guidelines in 2009?**²⁵

633 A. She does claim that but the "guidelines" she offers as "proof" (NTS Attachment 3) is not
634 a legacy CenturyTel practice, it is a legacy Embarq practice; Embarq being a company
635 that CenturyTel was in the process of acquiring in 2009. This Embarq practice did not
636 apply to legacy CenturyTel at the time the prequalifications were disputed in 2009. (The
637 CenturyLink brand shown on the document did not even exist at that time.) Using the
638 business records prepared and maintained by CenturyLink Wholesale Product
639 Management in the ordinary course of its business, I confirmed that this Embarq practice
640 was not approved for legacy CenturyTel affiliate use until late 2011 and that the external
641 website for the combined CenturyLink companies (the first public notice of the practice)
642 was not rolled out until November 21, 2011- two years after these NTS disputes. For the
643 sake of argument, even if these guidelines did apply to legacy CenturyTel in 2009, they
644 do not require the use of physical plant records to perform a prequalification.

645 **Q. You earlier mentioned that CenturyLink only used MapQuest for approximately**
646 **three months during the Spring of 2009? How do you know this?**

647 A. The use of MapQuest for prequalification was done at the direction of one specific
648 CenturyLink Area Plant Supervisor ("APS") who had responsibility for the Pekin area.
649 Using the business records prepared and maintained by the CenturyLink Human
650 Resources department in the ordinary course of its business, I have confirmed that this

²⁵ Id. at lines 137-142.

651 APS was assigned to Pekin on an interim basis effective March 13, 2009. It is possible
652 but given move-in and orientation needs not likely that the use of MapQuest commenced
653 as early as his first day on the job. CenturyLink's records further confirm that the new
654 permanent APS for Pekin was hired on June 15, 2009 and the interim APS retired in July.
655 The new APS eliminated the use of MapQuest for prequalification shortly after being
656 hired. There is no written record of the actual cessation day. The maximum period that
657 MapQuest was used began on or shortly after March 13, 2009 and ended sometime in the
658 later part of June 2009.

659 **Q. When did NTS first bring the MapQuest issue to CenturyLink's attention?**

660 A. As NTS's Attachment 6 confirms, NTS first mentioned CenturyLink's use of MapQuest
661 in an email from Scott Luft to Matt Green on October 2, 2009.

662 **Q. Ms. Scott also claims that NTS disputed the prequalification charges.²⁶ Does**
663 **CenturyLink have any records of such disputes?**

664 A. I found only one specific NTS claim of an issue associated with MapQuest and that claim
665 was in the October 2, 2009 email from Scott Luft which was not submitted via the
666 dispute process as set forth in the 2006 ICA terms. In that email, Mr. Luft states an intent
667 to dispute all prequalification charges assessed over the prior twelve month time period.
668 NTS did not follow up to submit actual disputes by individual order with details as to
669 what was incorrect. As Mr. Green's October 6, 2009 response email to Mr. Luft
670 explains, pursuant to the 2006 ICA dispute terms, CenturyLink needed confirmation from

²⁶ Id. at lines 293-294.

671 NTS on exactly what was being disputed and why. A copy of Mr. Green's response is
672 attached as Exhibit 1.10. This is a business record prepared and maintained by
673 CenturyLink in the ordinary course of its business.

674 Further, I reviewed a November 19, 2009 spreadsheet that contained all of NTS's
675 disputes for 2009 up to that date. (November 19 was the day of the joint meeting with
676 the ICC.) There were no NTS prequalification disputes for incorrect loop length
677 provided or for claimed use of MapQuest to obtain loop length. NTS did not assert any
678 loop length "complaints" until after it learned about the use of MapQuest on September
679 30, 2009.

680 The only other evidence that I have found of any "dispute" in regards to
681 MapQuest is the written reference to a November 12, 2009 call between Ms. Scott and
682 Matt Green (attached as Exhibit 1.10), and NTS's verbal assertions during the November
683 19 meeting. None of these occurrences follow the dispute process as set forth in the ICA.
684 The claims that were submitted by NTS in early 2010, and that were found to contain
685 loop length information within accurate service limits, were made pursuant to the refund
686 conditions offered during the November 2009 meeting with the ICC and are not disputes
687 that were made under the Template ICA dispute terms and conditions.

688 I would also like to comment on the email that Ms. Scott sent on March 17, 2010
689 (attached as Exhibit 1.9) which identified the NTS claims for refund. Ms. Scott does not
690 actually state that NTS had any service installation issues with CenturyLink's provided
691 loop lengths on the twelve listed monthly billing claims. She merely stated that NTS is

692 submitting disputes for prequalification orders that were submitted for a year prior to
693 finding out MapQuest had been used.

694 **Q. Ms. Scott claims that CenturyLink refused to go back to a non-MapQuest method**
695 **after NTS complained²⁷ and that CenturyLink only stopped using MapQuest after**
696 **the November 19, 2009 meeting with the ICC.²⁸ Is this true?**

697 A. No. NTS first mentioned an intent to dispute the use of MapQuest on October 2, 2009.
698 Further, Mr. Green sent an internal email on November 12, 2009 wherein he states he had
699 just confirmed to Ms. Scott by telephone that CenturyLink had already stopped using
700 MapQuest (attached as Exhibit 1.10). This November 12 call with Ms. Scott was
701 certainly before the November 19 meeting. CenturyLink General Manager Ty Lemaster
702 also confirmed at the November 19, 2009 meeting that CenturyLink had already stopped
703 using MapQuest for prequalification. Contrary to Ms. Scott's testimony, NTS
704 Attachment 8, an NTS internal document, does not prove *when* CenturyLink stopped
705 using MapQuest.²⁹ (Exhibit 1.8, bullet 11.) The actual cessation date was sometime in
706 late June 2009.

707 **Q. Did CenturyLink agree in the November 19 meeting that it had an obligation to**
708 **inform NTS if it changed its internal processes?³⁰**

²⁷ Id. at lines 198-204.

²⁸ Id. at lines 205-208.

²⁹ Page 2 of Attachment 8 has no relevance to prequalifications or any other NTS claim.

³⁰ Scott Direct at lines 218-222.

709 A. Not that I or any other participating CenturyLink employee recall. There was no
710 requirement to do so in the ICA or in applicable law so there was no reason why
711 CenturyLink would ever agree that this was an obligation.

712 **Q. Given the documented facts of this issue, what is it really worth to NTS on a net**
713 **basis?**

714 A. If NTS had not submitted and paid for prequalification orders then NTS would have had
715 to pay the standard service order rate for its loop orders. It is not clear in Ms. Scott's
716 March 17, 2010 email if the monthly amounts shown are only for billed prequalification
717 orders or if they also include the associated service order charges. To be generous in my
718 calculations, if the amounts do equate only to billed prequalification orders, for the three
719 monthly bills that cover when MapQuest was used, there would be 98 prequalification
720 charges. The difference between the combined prequalification and subsequent service
721 order rates and the standard service order rate comes to \$5.25 for each occurrence or
722 \$514.50 for 98 orders. If the listed monthly amounts cover prequalification order
723 amounts plus associated service order charges (and possibly standard service order
724 charges), the difference would be something much less. Of course, subsequent
725 investigation showed that none of these claims met the offered refund standard.

726 To summarize the documented facts that pertain to this issue:

727 - CenturyLink did not use MapQuest for prequalification for two years; it did so for
728 approximately three months in 2009,

- 729 - CenturyLink did not “finally stop” using MapQuest after the November 19, 2009
730 meeting; CenturyLink stopped using MapQuest in June 2009, approximately three
731 months before NTS even learned that MapQuest had been used and NTS
732 testimony in regards to Attachment 5 support this fact,
- 733 - NTS submitted no prequalification loop length disputes until after it learned about
734 MapQuest,
- 735 - The specific prequalification orders submitted by NTS and investigated by
736 CenturyLink were found to be within accurate service limits, and
- 737 - CenturyLink has been handing NTS’s prequalification orders via an “acceptable”
738 method since June 2009; approximately five months before the November 19,
739 2009 ICC meeting.

740

741 **F) Subloops**

742 **Q. What is the dispute concerning subloops?**

- 743 A. NTS claims that pursuant to negotiations with GRC (for the 2006 ICA), it was only
744 required to pay an \$8.96 subloop rate for loops that run from a remote central office to a
745 customer premise.³¹ CenturyLink maintains that under both the ICA terms and
746 applicable law the transmission path from a remote central office to a customer premise is

³¹ This NTS Amended Complaint issue is referenced in Scott Direct at lines 225-227.

747 a loop, not a subloop, and therefore the \$17.93 rate in the 2006 ICA applied while the
748 2006 ICA was in effect.

749 **Q. How does the 2006 ICA define loops and subloops?**

750 A. Loops and subloops, including the three types of subloops, are defined terms in the 2006
751 ICA and as such, those definitions were controlling for ordering and pricing purposes. In
752 Section 3.1 of the ICA a loop is defined as “a transmission path between the main
753 distribution frame [cross-connect], or its equivalent, in a Gallatin Central Office or wire
754 center, and up to the Network Interface Device at the customer’s premises,...” Section
755 3.2 confirms that a remote switch has a main distribution frame (“MDF”). Section 3.2
756 also defines a subloop as “any portion of the Local loop [sic] that is technically feasible
757 to access at the terminals (access terminals) in GALLATIN’s [sic] outside plant...”
758 Sections 3.2.1 and 3.2.2 respectively further define subloops as Feeder Subloops,
759 Distribution Subloops or Drop Subloops. A Feeder Subloop extends from the MDF to a
760 feeder distribution box or equivalent. A Distribution Subloop extends from the feeder
761 distribution box or equivalent to the demarcation at the customer premises. Neither
762 controlling subloop definition covers the entire facility from the remote switch MDF to
763 the customer premises; which is the facility NTS now claims is a subloop. All of the loop
764 and subloop definitions in the ICA comport with those found in applicable law.³²

765 The \$8.96 price desired by NTS is found on page 12 of the Gallatin River/CLEC
766 Support Service Guide in reference to CLECs with collocations at a remote office. By

³² See for example 47 CFR § 51.319.

767 controlling definition, this rate in this one context applies to a Feeder Subloop only.
768 Attachment 7 of the ICA is worded in such a manner as to make it clear that GRC
769 intended a Distribution Subloop to also be available for the \$8.96 price.

770 **Q. Ms. Scott claims that the only requirement to get the subloop price was to have**
771 **leased transport between the host and remote.³³ Is this correct?**

772 A. No. Any such “requirement” would be set forth in the ICA or a written amendment to the
773 ICA. There are no terms that establish such a requirement. I would further note that
774 “leased transport” between the host and remote switches is exactly what is specified in
775 the FCC’s definition of an Enhanced Extended Link (“EEL”). FCC Rule 47 CFR § 51.5
776 defines an EEL as “a combination of an unbundled loop and unbundled dedicated
777 transport, together with any facilities, equipment, or functions necessary to combine those
778 network elements.” The interoffice transport facility may be of the same capacity as the
779 loop or it may be of a higher capacity to serve the aggregation of multiple loops from the
780 second switch. The 2006 ICA does not include EEL terms but it has terms based upon
781 this concept. I have never encountered an ICA with terms that define the entire facility
782 between a remote office and the end user premises as a subloop. However, even if NTS
783 obtained an EEL it would not receive a “subloop” rate for the unbundled loop portion of
784 the facility.

785 **Q. Is it possible for NTS to receive a service or a rate that is not supported by the**
786 **written ICA terms?**

³³ Scott Direct at lines 227-229.

787 A. Setting aside any orders for tariffed services and given that the written ICA terms include
788 all valid amendments, no. Section 1.4 of the General Terms and Conditions specifies that
789 ICA terms may not be waived or modified except by a signed written document. I
790 reviewed this ICA not only as provided to CenturyLink by Madison River
791 Communications during the acquisition of that company (Madison River was GRC's
792 former corporate owner) but I also reviewed this ICA and all associated official NTS files
793 in Spring 2007 at Madison River's headquarters location in Mebane, NC. One of the
794 purposes for that trip was to ensure that I knew of any issues or written commitments to
795 the CLECs that were not self-evident in the ICA documents that had previously been sent
796 to me. No revision of this ICA was made by Madison River or subsequently by
797 CenturyLink.

798 **Q. NTS includes Attachment 9 as evidence that its claimed rate for subloops is correct.**
799 **Does Attachment 9 offer such support?**

800 A. No. In fact, it is evidence to the contrary. Ms. Scott claims that this rate was negotiated
801 for this specific situation and yet Mr. Luft's letter to Mr. Steve Murray, the actual ICA
802 negotiator for GRC, shows that GRC was not billing the claimed \$8.96 rate. Further,
803 NTS offers no evidence concerning a GRC response to Mr. Luft's letter. This is notable
804 because had Mr. Murray agreed with NTS in writing, NTS certainly would have provided
805 his agreement as evidence to support its position. All we know from Attachment 9 is
806 that NTS complained about this same issue to GRC prior to CenturyLink correcting the
807 billing rate to match the 2006 ICA terms.

808 **Q. When did CenturyLink correct the NTS billing from subloops to loops?**

809 A. Matt Green brought the NTS subloop issue to my attention during the summer of 2009.
810 Together we researched the ICA terms and NTS's billed services. We then prepared a
811 presentation that identified the specific ICA terms and their impact on billed loops and
812 subloops. Mr. Green presented our findings to NTS in late July. He then confirmed the
813 pricing change to comply with the ICA terms to NTS on August 18, 2009. Although
814 CenturyLink could have backbilled the full loop rate for the time period allowed by
815 Illinois rules, I made the decision to only apply it prospectively as a gesture of good will.

816 **Q. Was this loop and subloop presentation shared with anyone other than NTS?**

817 A. Yes. Because we anticipated NTS's reaction to the news, we believed it was appropriate
818 to inform the ICC Staff of the issue and our impending billing correction. We wanted to
819 be sure that any concerns or questions the ICC might have were addressed before any
820 billing change was made. Mr. Green and I discussed the issue and the relevant ICA terms
821 with David Rudd, CenturyLink's former state government relations manager for Illinois
822 on July 15, 2009. Mr. Rudd apprised members of the ICC Staff of the issue during the
823 latter half of July 2009.³⁴

824 **Q. Was the subloop issue discussed at the November 19, 2009 meeting with the ICC?**

825 A. Yes. After NTS raised its complaint, CenturyLink provided its position based on the
826 actual definitions and terms of the 2006 ICA. After CenturyLink General Manager Ty

³⁴ Mr. Rudd retired in June 2011 and tragically died just a few days later. His archived calendar was not available for me to confirm an exact date.

827 Lemaster concluded his presentation, ICC Staff member Bud Green said that the ICA
828 language was very clear and that it supported CenturyLink's interpretation.³⁵ My
829 recollection of Mr. Bud Green's comment is confirmed by NTS's own notes from this
830 meeting. (See Exhibit 1.8, bullet 13.) Subsequent to Mr. Bud Green's comment,
831 CenturyLink again sustained its ability to charge for a full loop pursuant to ICA terms
832 and did so with the Staff as witnesses.

833 **Q. Should loop vs. subloop pricing still be an issue of concern for NTS?**

834 A. No. CenturyLink changed NTS's billing to comply with the 2006 ICA terms in August
835 2009. The 2006 ICA irrevocably terminated in November 2009. In December 2009,
836 NTS began operating under the terms and definitions of the Template ICA. The now
837 approved replacement ICA contains new language that clarifies loops and subloops and
838 also includes EEL terms. NTS's pricing for billed services since December 2009 is
839 subject to true-up under the pricing terms of the replacement ICA. NTS has no valid
840 basis for any allegation or complaint on this issue.

841

842 **G) Tagging and Labeling at the MPOE**

843 **Q. At line 307 of her testimony, Ms. Scott begins a complaint regarding CenturyLink's**
844 **failure to label loops at the minimum point of entry ("MPOE"). Is her complaint**
845 **legitimate?**

³⁵ If necessary, Mr. Lemaster can also confirm Mr. Green's statement via affidavit.

846 A. No. First, neither the 2006 ICA nor the Template ICA that NTS operated under since
847 December 2009 required CenturyLink to proactively tag and label lines (or loops), and to
848 do so at no charge. Furthermore, CenturyLink is not aware of any statute, regulation, or
849 rule requiring CenturyLink to proactively tag and label lines (or loops), including those
850 terminating in a multi-unit premises. NTS is demanding an obligation from CenturyLink
851 that does not exist in ICA terms or in applicable law. Because of NTS's asserted
852 demand, however, CenturyLink developed tagging and labeling terms for the replacement
853 ICA and NTS accepted those terms in negotiations. These terms are found in the ICA
854 that was approved by the Commission in September, 2012.

855 Second, the tagging and labeling that NTS demanded in the past was always in
856 regards to the Network Interface Device ("NID") and not in regards to a "pedestal." In
857 Exhibit D of NTS's Amended Complaint, for example, the picture provided by NTS is
858 clearly a NID and is even labeled by NTS as such in the photograph file name.

859 In her testimony, Ms. Scott has modified the NTS claim by referring to labeling at
860 CenturyLink pedestals instead of NIDs.³⁶ This is a new complaint that has never before
861 been voiced to CenturyLink. In addition, at line 308 of Ms. Scott's testimony she also
862 incorrectly implies that a CenturyLink pedestal can be an MPOE. CenturyLink's MPOE
863 is at the NID or otherwise where the wiring enters the premises.³⁷

³⁶ Scott Direct at lines 307-313.

³⁷ See for example 47 CFR 68.105.

864 I believe there may be another area of confusion here. Ms. Scott refers to lines
865 that enter a “complex” but does not define such.³⁸ A “complex” by definition under 47
866 CFR § 68.105 would be a premises with multiple tenants. For a multi-tenant premises,
867 the CenturyLink drop wires leave the closest distribution terminal and are attached to
868 either an external multi-line NID or to an internal cross-connect panel. A cross-connect
869 panel is contemplated within the definition of a NID under applicable law³⁹ and any
870 agreed upon tagging and labeling would take place at that point and not at the pedestal.

871 **Q. What does NTS Attachment 10 show in regards to CenturyLink not tagging and**
872 **labeling at the MPOE?**

873 A. I really do not know. There is no explanation of what this photograph represents. It
874 clearly is not a “pedestal” as referenced in the NTS testimony at lines 326-329. Nor does
875 Attachment 10, or the documentation in Attachment 15, provide evidence as to why NTS
876 is not capable of determining a line using the same testing method used by CenturyLink
877 and other incumbent and competitive local exchange carriers.

878 **Q. NTS’s testimony addresses this matter as if CenturyLink should automatically tag**
879 **and label loops anytime NTS places a loop order. Does such an obligation exist?**

880 A. No. There is no requirement to tag and label loops in applicable law and no obligation to
881 do so under the expired 2006 ICA or under the Template ICA. As I mentioned earlier,
882 terms have been written into the new replacement ICA that allow NTS to request tagging

³⁸ Scot Direct at lines 309-311.

³⁹ See for example 47 CFR § 51.319 (c).

883 and labeling. If NTS makes such a request, CenturyLink will perform the work and
884 charge NTS for that work pursuant to ICA terms. NTS accepted these terms in ICA
885 negotiations so these terms were not an arbitrated issue. In sum, NTS has no basis for
886 this complaint.

887

888 **H) Billing Disputes and the Dispute Portal**

889 **Q. What is the nature of NTS's claims regarding billing disputes as set forth in its**
890 **complaint and Ms. Scott's Testimony?**

891 A: NTS and Ms. Scott complain about a limited number of isolated billing disputes and
892 CenturyLink's process for handling disputes.⁴⁰ However, nowhere in Ms. Scott's
893 testimony does she provide any evidence that CenturyLink has violated the applicable
894 ICA or engaged in anti-competitive behavior. CenturyLink's processes for handling
895 billing disputes are consistent with its Commission-approved ICA and standard industry
896 practices.

897 **Q. What is the process for submitting disputes under the Template ICA between the**
898 **Parties?**

899 A. The process for CLECs such as NTS to follow for submitting disputes is set forth in
900 Section 9.4 of the Template ICA. Section 9.4 states that NTS must provide a written
901 notice to CenturyLink of the amounts that it disputes and include the “specific details and
902 reasons for disputing each item.” It further states that “[S]uch written notice shall be

⁴⁰ Scott Direct at lines 361-365.

903 submitted in accordance with the guidelines for submitting billing dispute claims set forth
904 in CenturyLink's Service Guide." Section 9.4 also requires that the dispute be submitted
905 before the Bill Due Date if the CLEC intends to withhold payment.

906 **Q. What is the process for handling disputes that CenturyLink follows once it receives**
907 **a dispute from a CLEC?**

908 A. Disputes are to be sent to the Dispute Team within CenturyLink's Wholesale Billing and
909 Collection department. Once the Dispute Team receives a dispute, it is assigned to a
910 Dispute Analyst to review and to determine if CenturyLink has received enough
911 information to be able to evaluate the dispute. If more information is required,
912 CenturyLink will send the disputing party a request for additional information or for
913 resubmission of the dispute. If the information received is adequate, the dispute is
914 entered into CenturyLink's dispute database and an automatic acknowledgement is sent
915 to the CLEC, notifying it that the dispute has been received and providing contact
916 information that the CLEC can use to follow up on the dispute. In early 2012,
917 CenturyLink also began sending a second, more specific acknowledgement that provides
918 among other things a claim number that the CLEC can use to identify the dispute.

919 **Q. What happens after the Dispute Analyst has reviewed the dispute?**

920 A. If the Analyst determines that the dispute should be denied, CenturyLink provides a
921 notice to the CLEC that the dispute is being denied and an explanation for the denial of

922 the dispute. If the Analyst determines that the CLEC is entitled to a credit, a notice is
923 sent that identifies how much of a credit is to be given and the credit is in turn processed.

924 **Q. What is the status of CenturyLink’s dispute resolution portal?**

925 A. Prior to February 2012, there were two alternative ways to submit a dispute. A CLEC
926 could send an email to the Wholesale Dispute Team mailbox, or alternatively, could post
927 a dispute to CenturyLink dispute portal. In February 2012, CenturyLink discontinued the
928 dispute portal and opted to go to a single process for submitting disputes.

929 **Q. Is there any requirement in either the 2006 ICA or the Template ICA that requires**
930 **CenturyLink to maintain the dispute portal that existed before February, 2012?**

931 A. No. There is no such requirement. Although Ms. Scott now complains about
932 CenturyLink’s cessation of the Dispute Portal,⁴¹ I am aware that NTS also complained
933 about having to use the Dispute Portal when it was first instituted. Back in 2008, NTS
934 preferred walking across the street (literally) to bring its disputes to CenturyLink’s
935 attention. I not only visited the GRC building in mid-2008 and observed the location of
936 NTS’s headquarters across the street but I was also on calls with Mr. Lemaster or Mr.
937 Green and NTS when NTS personnel made or referred to their physical visits. However,
938 as I have just testified, CenturyLink’s dispute resolution process is consistent with the
939 parties’ ICA, is clearly reasonable, and NTS’s complaint about discontinuance of the
940 Dispute Portal has no merit.

⁴¹ Id. at lines 451-460.

941 **Q. Is there a disagreement between the Parties regarding the total number of NTS**
942 **disputes submitted?**

943 A. Yes. NTS wants each billing line item (asserted as a “Product ID”) to be counted as a
944 separate dispute.⁴² CenturyLink’s policy and practice is that multiple identical billing
945 claims on a single bill constitute one dispute.⁴³ Other than NTS’s claim making the
946 number of filed disputes appear to be overly inflated, this is really a non-issue. I will,
947 however, point out two things. First, as I document later in this testimony, just because
948 NTS claims a dispute does not mean the dispute is valid. So NTS’s asserted number of
949 legitimate disputes by either counting method is incorrect. Second, NTS has
950 contractually agreed to follow CenturyLink’s dispute policies and processes.⁴⁴ NTS has
951 therefore agreed to file and count disputes as CenturyLink does. And contrary to Ms.
952 Scott’s attempt to make this seem like an issue of note, the identified “disputes” that NTS
953 submitted for prequalification refunds in April 2010⁴⁵ were listed by NTS as individual
954 bills, not by line item “Product IDs.”

⁴² Id. at lines 359-365 and 446-448.

⁴³ See CenturyLink’s CLEC Billing Dispute Process posted at www.centurylink.com.

⁴⁴ See Article III, Section 9.4 of the replacement ICA wherein it states in part “If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes (“Disputed Amounts”) and shall include in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the guidelines for submitting billing dispute claims set forth in CenturyLink’s CLEC Service Guide.”

⁴⁵ See NTS Attachment 7.

955 **Q. In her testimony, Ms. Scott gives an example of a billing dispute involving a T-1 line**
956 **for NTS's collocation in North Pekin, Illinois.⁴⁶ Have you investigated this dispute,**
957 **and if so, what did you find?**

958 A. Yes, I investigated this dispute by reviewing documents maintained by CenturyLink in
959 the ordinary course of its business and by confirming my understanding of those
960 documents with individuals at CenturyLink who had direct knowledge concerning this
961 dispute. This was a dispute concerning the pricing for a T-1 line. Historically, NTS has
962 not ordered very many T-1 lines and when NTS ordered this particular T-1 line, it
963 submitted the order on an Access Service Request ("ASR") form. ASRs are used to
964 submit orders for tariffed access services. By submitting the order in this way, NTS
965 placed the order into the Carrier Access Billing System ("CABS"). Because the CABS
966 billing system is used for tariffed products instead of ICA services, it has different rates
967 programmed into it. As a result, NTS was charged at access rates for a period of time. It
968 is my understanding that for at least part of that time, NTS withheld payment because it
969 did not intend to order an access service.

970 **Q. Did NTS submit a dispute on the charges for the T-1 line?**

971 A. Yes, although multiple submissions were made that were confusing and not clearly
972 consolidated as a single issue. I investigated and found that NTS first submitted this
973 dispute on December 22, 2011. NTS also submitted the same dispute through Matt

⁴⁶ Scott Direct at lines 368-391.

974 Green in mid-January 2012. Mr. Green has confirmed to me that he was not made aware
975 of the earlier submitted dispute.

976 The December 22 dispute was denied on February 6, 2012. NTS submitted this
977 dispute in a batch with a large number of other items. Because all of the other disputed
978 items were submitted with the same explanation, the Dispute Analyst missed the unique
979 reason associated with this one item in NTS's dispute submission. The outcome was that
980 we denied credit in error.

981 To clarify what happened, Dispute 3535 was submitted via the dispute portal with
982 a total of sixteen lines. Fifteen lines included the same dispute verbiage: "Charges are
983 billed on wrong BAN please move to BAN 304078513." The following verbiage was
984 also contained in the submission but overlooked: "We are being doubled billed on this
985 DS1, we are paying monthly charges on CABS billing 1057NTSSS3." The Dispute
986 Analyst determined that correcting orders to move the specified lines from one BAN to
987 another were already in progress. This information regarding the BAN reassignment was
988 communicated in the resolution and the dispute was denied.

989 As mentioned, NTS also notified Matt Green of the overcharge in January, prior
990 to its receipt of the February 6 denial. After being contacted by NTS, Mr. Green
991 arranged to have the T-1 circuit established in the Ensemble billing system so that the
992 correct rates would be charged to NTS. He later submitted a bill dispute on NTS's behalf
993 to the Dispute Resolution Center dated January 18, 2012 in which he informed the Center
994 that NTS had been billed at access rates rather than the rates provided for in the 2006

995 ICA, and in which he requested a credit to be issued to NTS. However, it was not clear
996 in the dispute notification that NTS had been double billed. As a result, the credit
997 initially calculated by the Dispute Analyst did not reflect that NTS had been billed for a
998 short period of time under both the CABS and Ensemble systems for the same T-1 line.
999 Initial resolution was sent to NTS on January 23, 2012 giving a net credit of \$53.88 for
1000 the difference between the tariff rate and ICA. The net result of these two dispute
1001 submissions is that NTS did receive a credit but not as much as it should have received.

1002 **Q. Did NTS dispute the insufficiency of the credit through CenturyLink's dispute**
1003 **submission process?**

1004 A. No, although that action would have properly resolved the issue, we have no record of
1005 any such dispute submitted by NTS. As best as I have been able to determine, the first
1006 time the Wholesale Dispute Team became aware that NTS had been double billed was
1007 when Priscilla Coffey, a Supervisor in the Center, reviewed a copy of Ms. Scott's
1008 testimony on this billing issue. At my request, Ms. Coffey accessed our business records
1009 to verify whether NTS had been billed under both CABS and Ensemble. Our business
1010 records show that NTS had in fact been billed under both systems for a short period of
1011 time and, in turn, processed an additional credit of \$675.74 to NTS on this issue. This
1012 credit appeared on the August 13, 2012 invoice of BAN 304071228.

1013 **Q. Ms. Scott also claims that NTS submitted a dispute concerning interconnection**
1014 **trunks to CenturyLink.⁴⁷ Have you investigated whether CenturyLink received**
1015 **such a dispute?**

1016 A. Yes. CenturyLink has twice reviewed both the current dispute database and the historical
1017 dispute database that preceded it. We have found no indication that there was a dispute
1018 submitted for interconnection trunks. Unfortunately, Ms. Scott provides no circuit
1019 identification or other identifying information that could be used in a more specific
1020 search of these databases.

1021 **Q. Did you do any general investigation of the billing disputes that have been submitted**
1022 **by NTS?**

1023 A. Yes. I reviewed business records prepared and maintained by CenturyLink in the
1024 ordinary course of its business including a report and analysis of all of the disputes
1025 submitted by NTS between August 26, 2010 and April 13, 2012. (The report and
1026 analysis summary is attached as Exhibit 1.11.) There is no significance to this time
1027 period other than it was easy to retrieve the more current data rather than pull archival
1028 history information, and enough time has passed since April 2012 for these disputes to be
1029 considered closed (vs. open to re-dispute). As I earlier mentioned, I also have a dispute
1030 spreadsheet from November 19, 2009 but I saw no need to try to merge unconnected
1031 reports in significantly differing formats when a recent 20 month history is sufficient for
1032 a reasonable understanding of NTS's asserted disputes.

⁴⁷ Id. at lines 428-431.

1033 **Q. What did you determine from the analysis of the dispute report?**

1034 A. During the identified time period, NTS submitted 256 disputes; inclusive of 80 re-
1035 disputed claims. 85 of the asserted disputes pertain to the manual vs. electronic service
1036 order issue that I discussed earlier and 12 disputes pertain to NTS's claim that the charges
1037 were billed on the "wrong" BAN. Elsewhere in my testimony I discuss in detail the lack
1038 of validity of these disputes so these 97 submissions must be removed from any
1039 consideration of valid NTS disputes. (The majority of the "dispute history" evidence
1040 submitted by NTS in Ms. Scott's Attachment 14 are requests to move billing to a
1041 different BAN.) Further, NTS submitted 38 re-disputes with no associated re-disputed
1042 dollars. It is likely that NTS submitted these re-disputes in error, but without any
1043 disputed amounts, these 38 also cannot be considered valid disputes. Taking into account
1044 the disputes that do not qualify as valid, there are 121 combined initial and resubmitted
1045 disputes that NTS made for alleged valid reasons during this 20 month period. Of these
1046 121 disputes and re-disputes, only 67 resulted in the application of valid credits to NTS.

1047 **Q. Why did CenturyLink give NTS any credits on re-disputes that were denied on**
1048 **initial disputes?**

1049 A. In all cases, the crediting of a re-dispute was the result of new information that was not
1050 available during the first investigation. Sometimes CenturyLink found new information
1051 internally based on the updated claim description from NTS; sometimes CenturyLink
1052 received new information from NTS in the re-dispute that was not initially provided for
1053 consideration.

1054 **Q. Can you summarize the analysis of this 20 month dispute history?**

1055 A. Yes. The number of submitted NTS disputes and disputed amounts compared to valid
1056 disputes and credits issued is as follows:

- 1057 • Total number of disputes submitted: 256
- 1058 • Disputes made for invalid reasons: 135 (53%)
1059 85 “manual vs. electronic” service order disputes
1060 38 re-disputed in error (no associated billed amounts)
1061 12 “wrong BAN” disputes
- 1062 • Disputes made for alleged valid reasons: 121 (47%)
- 1063 • Disputes denied as not valid after investigation: 54 (21%)
- 1064 • Disputes determined to be valid after investigation: 67 (26%)
- 1065 • Total amount disputed: \$10,224.51
- 1066 • Disputed amount after discounting invalid electronic service order disputes:
1067 \$9,217.83
- 1068 • Total credit given; inclusive of goodwill credit for invalid disputes: \$3704.90
- 1069 • Actual credit given for valid disputes: \$2,815.19

1070

1071 In summation, 189 of the 256 disputes submitted (3/4) were determined to have
1072 no valid reason to issue the claimed credit to NTS. \$2,815.19 of the claimed \$10,224.51
1073 was credited after the disputes were validated by research. An additional \$889.71 in
1074 credit was given for goodwill purposes. To put the disputes and adjustments into
1075 perspective, after the application of credits, NTS was billed approximately \$269,081 for

1076 all ICA services during this 20 month period. The total amount of claimed credits that
1077 were validated was therefore approximately 1% of the billed ICA revenue.

1078

1079 **D) NTS Assertions Related to Service Orders**

1080 **Q. Beginning at line 463, Ms. Scott complains about CenturyLink’s policy of validating**
1081 **exact name and address on NTS’s submitted orders, and rejecting those that do not**
1082 **match. Is Ms. Scott correctly relating a CenturyLink practice?**

1083 A. No. I can only address the NTS assertions by stating that there are differing current and
1084 historical rules for order validation. Under the current rules, NTS’s assertions regarding
1085 CenturyLink’s procedures are false.

1086 Verification for porting (“LNP”) orders was addressed in an FCC Order that took
1087 effect on February 8, 2008.⁴⁸ So for the last five and a half years, CenturyLink has
1088 validated simple LNP orders on no more than the four criteria specified by the FCC- 1)
1089 10-digit telephone number; 2) customer account number; 3) 5-digit zip code; and 4) pass
1090 code, if applicable. For orders other than simple LNP, CenturyLink stopped validating
1091 the customer name in mid-2010.⁴⁹ When a non-simple LNP service conversion order
1092 (such as resale, disconnect or conversion of working service to a UNE loop) is submitted,

⁴⁸ Report and Order, Declaratory Ruling, Order on Remand, and Notice of Proposed Rulemaking, In the Matter of Telephone Number Requirements for IP-Enabled Services Providers; Local Number Portability Porting Interval and Validation Requirements; IP-Enabled Services; Telephone Number Portability; CTIA Petitions for Declaratory Ruling on Wireline-Wireless Porting Issues; Final Regulatory Flexibility Analysis; Numbering Resource Optimization, 22 FCC Rcd 19531, ¶2 (Rel. November 8, 2007).

⁴⁹ Unless otherwise required by Ordering and Billing Forum (“OBF”) guidelines for specific types of services that I do not believe are ordered by NTS. The purpose and composition of the OBF is discussed in this rebuttal.

1093 CenturyLink's automated order system only ensures that the order contains a valid
1094 address. If the order "falls out" of automated processing for any reason, it is reviewed
1095 manually and CenturyLink then only confirms that the order contains a working
1096 telephone number.

1097 **Q. Where does CenturyLink obtain the address that it uses for validation?**

1098 A. CenturyLink's MARTENS system contains the same address information that is listed in
1099 the Street Address Guide ("SAG") used for 911 purposes. Service addresses are entered
1100 into the CenturyLink customer account record when service is established by an end user
1101 customer. If the address provided by the customer does not match the list of valid street
1102 addresses contained in the MARTENS system, MARTENS gives the representative
1103 "close match" choices from which to choose and confirm with the customer. This
1104 ensures the address that will validate against MARTENS on subsequent orders is an
1105 address that is contained in MARTENS and the SAG.

1106 **Q. So when NTS claims that it wants CenturyLink to verify orders using the Street**
1107 **Address Guide ("SAG"),⁵⁰ is this even an issue?**

1108 A. No. The SAG already contains the same service address that CenturyLink has in its
1109 MARTENS system. So there is no reason for CenturyLink to manually look at the SAG.
1110 However, if NTS wants to use the SAG for its orders, then NTS will have a correct

⁵⁰ Scott Direct at lines 471-471.

1111 address match.⁵¹ Further, as I just related, under CenturyLink’s current process, if the
1112 order “falls out” of automated processing for any reason, CenturyLink only confirms that
1113 the order contains a working telephone number.

1114 **Q. Does NTS’s Attachment 16 offer any evidence to support NTS’s assertions**
1115 **regarding name and address issues?**

1116 A. No. Attachment 16 appears to be a newly created document. The document is just a list
1117 of purchase order numbers and names. It does not state what name was submitted
1118 initially by NTS in its purchase order, whether the name matched the street address guide
1119 in place at the time or provide any other evidence to support the validity of Ms. Scott’s
1120 claims.

1121 **Q. What is your response to NTS’s claim that the name and address found in**
1122 **CenturyLink’s billing system is incorrect?**

1123 A. Whether or not NTS believes the name and address that is found in CenturyLink’s billing
1124 system is incorrect is not even an issue. As I just related, CenturyLink has not validated
1125 on customer name for three years and the address in our system is the address in the
1126 SAG; the same document that NTS wants to use.

⁵¹ The street address and associated information (apartment or suite number, for example), state and zip code are identical in MARTENS and in the SAG. In the SAG, however, end users who are not located within the city(s) served by the responsible 911 Public Safety Answering Point may be assigned a “community” identification instead of a city. The community is usually the County of residence. A CLEC order must be submitted with the proper US Postal Service city, not the community, in order to be valid. This should not be an issue for proper order submission since city listings are never discarded in favor of county listings in common US practice. The zip code is not used for validation purposes other than as required by law for LNP. A project is in progress to change SAG listings to reflect USPS cities.

1127 **Q. Has validation based on exact name and address been a legitimate practice either**
1128 **today or in the past?**

1129 A. Verification of CLEC orders on exact name and address was and still remains a standard
1130 practice throughout the telecommunications industry. What CenturyLink once did for
1131 order validation was also done by other carriers.

1132 There exists a national telecommunications standards body called the Alliance for
1133 Telecommunications Industry Solutions (“ATIS”). Within ATIS are numerous fora and
1134 committees whose membership is comprised of voluntary participation by carriers that
1135 cover all aspects of the industry. One of these fora is the Ordering and Billing Forum
1136 (“OBF”). As the name implies, the OBF sets the national guidelines for ordering and
1137 billing information exchange between the ordering carrier and the wholesale provider.
1138 The OBF’s industry negotiated and approved processes for local services such as UNEs,
1139 resale and LNP are set forth in the Local Service Ordering Guidelines (“LSOG”).

1140 The industry and the OBF determined that confirming the identity of the customer
1141 by providing the exact information that the customer provided when the account was
1142 established could prevent unintentional slamming and ensure that the submitting carrier is
1143 speaking with a person who is authorized to make changes on the account. Another
1144 reason this industry practice was set in place was because orders were submitted with
1145 transposed letters or digits that resulted in provisioning, billing and directory errors. A

1146 review of a current LSOG, Issue 14 for example,⁵² will produce relevant guidelines and
1147 processes for order validation; such as Section 15.2- Address Validation and Section
1148 2.1.6- Loop Qualification- Validating a Service Address.

1149 **Q. Is a working telephone number sufficient for most if not all non-simple LNP orders?**

1150 A. Yes. I would clarify, however, that NTS should not just assume a working telephone
1151 number is sufficient for its orders; particularly non-LNP requests such as the installation
1152 of a new UNE loop. As a provider of local telecommunications services, NTS should
1153 prepare its orders consistent with LSOG rules, including the provision of a valid address,
1154 in order for the orders to flow automatically through the provisioning process. Even if
1155 CenturyLink ultimately accepts the order, processing an order that does not comply with
1156 LSOG rules involves manual intervention that could slow down the provisioning and
1157 effect the due date, and do so at NTS's fault.

1158 **Q. How should NTS validate an address, and a name, before submitting an order?**

1159 A. Other CLECs use a variety of methods to confirm name and address and then submit
1160 porting, resale and UNE loop orders daily with no problems. Customer Service Record
1161 orders may be submitted to obtain the information, the CLEC could ask the customer for
1162 a copy of the CenturyLink bill, or the CLEC could ask the customer to access the online
1163 CenturyLink account information. The customer should know the service address on his
1164 CenturyLink bill and the customer has multiple ways to confirm this information and

⁵² Older LSOGs may contain different rules; sometimes more stringent, sometimes more lenient; due to then currently recognized and unrecognized industry issues.

1165 provide it to NTS. As a general policy, however, CenturyLink has not validated on exact
1166 customer name and address for several years and when CenturyLink has used this
1167 validation method in the past, it has been in accordance with common industry practice
1168 and formal industry-established guidelines.

1169 **Q. What is a Firm Order Confirmation (“FOC”) date?**

1170 A. An FOC date is the date when a local exchange carrier will commit to having the ordered
1171 service provisioned and ready for use.

1172 **Q. Ms. Scott says CenturyLink missed thirteen FOCs from January to March 2012.⁵³**
1173 **Is this correct?**

1174 A. No. I have reviewed the list of FOCs that NTS provided in Attachment 17. Although
1175 Ms. Scott alleges thirteen missed FOCs in 2012, NTS offered only eleven 2012 FOCs as
1176 supporting “evidence” to her testimony. Ms. Scott does not provide any asserted FOC
1177 dates and order completion dates in Attachment 17; she merely claims the FOC dates on
1178 the listed orders were “missed.” For this reason, in addition to providing the results of
1179 my investigation, I will explain what I believe is the reason behind NTS’s FOC assertion
1180 based upon documentation that NTS submitted to CenturyLink on August 23, 2012 in
1181 response to a CenturyLink Data Request (“DR”). Unlike Attachment 17, the 2012 NTS
1182 DR response did list “FOC dates” and asserted “missed FOC dates.” I will discuss my
1183 investigation of the DR documentation before moving on to my investigation of
1184 Attachment 17.

⁵³ Scott Direct at lines 509-511.

1185 The date that NTS relied upon for its August 2012 DR assertion that there has
1186 been a missed FOC is an administrative order close date, not the FOC order completion
1187 date. In fact, every FOC that NTS alleged was missed was completed on the promised
1188 FOC date. Attached as Exhibit 1.12 is an analysis chart that I prepared from business
1189 records prepared and maintained by CenturyLink in the ordinary course of its business.
1190 CenturyLink's business records document that CenturyLink completed these orders on or
1191 before the FOC dates.

1192 NTS submitted sixty-eight orders during the first three months of 2012 so its
1193 allegation pertaining to the identified DR FOCs is for approximately 1/7th of the
1194 submitted orders. None of the FOC completion dates listed in the DR response, including
1195 the two NTS claimed from late 2011, were actually missed.

1196 **Q. What would cause NTS to believe that the thirteen FOCs were missed?**

1197 A. Using the August 2012 NTS documentation to confirm my understanding, NTS is basing
1198 its allegations on the administrative close dates that are posted in the EASE ordering
1199 system. NTS uses the EASE system to submit orders so I believe NTS is mistakenly
1200 asserting that the administrative close dates posted in that system represented the actual
1201 FOC completion dates, which they do not.

1202 As I will later show, CLECs such as NTS have been informed that CenturyLink
1203 always provides a notification if an FOC date is in jeopardy. No jeopardy notification,
1204 therefore, means the work is completed on the FOC date as scheduled. This jeopardy

1205 notification is provided to identify an FOC issue rather than using the EASE order close
1206 date because administrative or other manual work must sometimes be completed before
1207 the order close date actually posts in EASE. EASE therefore should never be used for
1208 order completion validation. Having said that, even the administrative EASE dates
1209 reflected appropriate FOC completion dates for the commencement of NTS work in all
1210 but three cases.

1211 CenturyLink has until 5 PM on the FOC date to complete the actual work. Unless
1212 a coordinated hot cut is arranged, the CLEC is to begin its work on the day *following* the
1213 FOC date. Because order work may be completed late on the FOC date, the
1214 administrative completion in EASE sometimes shows up the next morning. Indeed, this
1215 is exactly the case in five of the ten 2012 examples listed by NTS in its Data Request
1216 response as well as one of the examples from 2011. In two other asserted examples from
1217 2012, for reasons that cannot be determined, the system posted two EASE close dates for
1218 the orders, the first EASE close dates posted on the FOC dates and the second EASE
1219 dates each posted on the day following the FOC completions. In its asserted DR response
1220 examples, NTS did not acknowledge the initial administrative closures that were posted
1221 on the FOC dates and simply asserted as missed the duplicative closures that posted on
1222 the subsequent days.

1223 **Q. Can you explain what happened in the remaining three alleged 2012 examples and**
1224 **the second alleged example from 2011 that were listed on the DR response?**

1225 A. Yes. The three 2012 examples that did not show an administrative close on the FOC date
1226 or on the following day were all disconnect orders. There is sometimes more
1227 administrative work to be done on a disconnect (or on a new connect) but as long as the
1228 order is worked on the FOC date, as was the case in all of these examples, the billing will
1229 cease on the appropriate date and there is no harm to the CLEC.

1230 In the case of the second 2011 example, the CenturyLink technician was
1231 dispatched on the FOC date as requested but the end user customer told the technician to
1232 delay the order from that date, November 23, until December 1. CenturyLink was
1233 obligated to follow the end user's wishes and CenturyLink policy is to instruct the end
1234 user to call the CLEC to coordinate whatever may be needed from that provider's
1235 perspective. Typically in this type of situation, the end user calls the CLEC before the
1236 CenturyLink technician leaves the premises. So much time has passed since this
1237 particular dispatch that I could not determine when NTS was called by its end user.

1238 **Q. Should NTS have known that the FOC date for this dispatch was not missed before**
1239 **it made such an assertion?**

1240 A. Yes. The end user call to NTS was not the only opportunity for NTS to learn of the
1241 changed date. I did not find any documentation of this premises having asserted service
1242 issues between the original and rescheduled due dates. If NTS unknowingly worked its
1243 side of the order while CenturyLink did not, I would normally expect a service problem
1244 and a trouble or provisioning call from either the end user or from NTS. (See the trouble

1245 report history in Exhibit 1.3.) The due date change would have been clear to NTS if such
1246 a call had been made to CenturyLink.

1247 If NTS unknowingly worked its side of the order earlier than the end user wanted,
1248 there would have been an end user billing problem even if there was no service problem.
1249 An NTS billing adjustment record would be evidence that NTS was indeed aware of the
1250 new due date and that the FOC was not missed.

1251 No trouble report and no billing adjustment record can only mean NTS performed
1252 its work according to the new FOC date. So in any case- service issue, billing issue or
1253 end user call- NTS had received some notification of the end user's FOC change prior to
1254 making the missed FOC assertion in this proceeding.

1255 **Q. Is this issue of the administrative EASE close date sometimes not being identical to**
1256 **the actual FOC completion date a problem for other CLECs?**

1257 A. No. This situation is certainly not unique to NTS but neither is it a matter of concern for
1258 other CLECs. Because CLECs are notified if an FOC date is in jeopardy, they do not
1259 rely on the posted close in EASE but rather understand that no jeopardy notification
1260 means the work is completed as scheduled. If unique circumstances require a secondary
1261 verification, at the end of the FOC day or early the next morning, the CLEC will typically
1262 call the number associated with the order or test the circuit as appropriate before initiating
1263 its own work. More rarely, a CLEC will call CenturyLink to verify that the work has
1264 been completed on time. This issue is not represented as a problem by other CLECs.

1265 **Q. You earlier said CLECs such as NTS have been informed that CenturyLink always**
1266 **provides a notification if an FOC date is in jeopardy. How is this information**
1267 **communicated?**

1268 A. CenturyLink has an “introductory call” with new CLEC customers to discuss all activities
1269 that pertain to doing business with CenturyLink. The ordering process is discussed
1270 during that call. In addition, CenturyLink lists its policies, practices and processes in its
1271 online Standard Practices and makes reference to this documentation in the ICA terms.
1272 Prior to 2011, these Standard Practices were consolidated in an online document called
1273 the CenturyTel (CenturyLink) Service Guide. In the retained archive files on my
1274 computer, I located a copy of the Service Guide that was in effect and posted online at the
1275 time CenturyLink acquired GRC in 2007. In that Service Guide are the following
1276 statements:

1277 ▪ Firm Order Confirmation (FOC)
1278 FOC is Confirmation from CenturyTel to the Carrier that the order has been
1279 received and is in the process of being worked. *A Web Notification, via email will*
1280 *be sent alerting the initiator to view any status changes to the order.*
1281

1282 The FOC will include:

- 1283 • Telecommunications Carrier's Purchase Order Number
- 1284 • CenturyTel assigned service order number
- 1285 • *Due Date for the service request*
- 1286 • End User's telephone number
- 1287 • Circuit Identification Number
- 1288 • BAN (Billing Account Number)
- 1289

1290 Upon receipt of a valid LSR, an FOC will typically be sent out for each Number
1291 Port LSR within 48 hours.⁵⁴ *However, order complexity and work overload may*
1292 *require additional time to process the order and send the FOC.* It is the
1293 responsibility of the Carrier to check the website for the FOC. (Service Guide
1294 page 26; emphasis added)
1295

1296 *LSRs to cancel or make a change must be received by 12 PM CT on the
1297 scheduled due date. *Note: occasionally an influx of orders occurs, causing delays*
1298 *in order entry and FOC receipts.* Complex order due dates may vary. To obtain
1299 due date information, please contact the Customer Service Support Group. *Orders*
1300 *received after 3 PM will be processed as if received next business day.* (Service
1301 Guide page 27; emphasis added)
1302

1303 Definitions of LSR Order Status

1304 ...

1305 Jeopardy: *order that was scheduled has a due date change* due to facilities
1306 etc, (original due date will not be met). (Service Guide page 20; emphasis added)
1307

1308 As can be seen, the Service Guide clearly states that a notification will be sent if
1309 CenturyLink needs to alert the CLEC to any CenturyLink change to the order. The
1310 notification will take the form of a “Jeopardy” if the original due date cannot be met.
1311 Otherwise, CenturyLink will complete the order on the date given in the FOC.

1312 **Q. What did you determine in regards to NTS’s claim that Attachment 17 listed missed**
1313 **CenturyLink FOC dates?**

1314 A. In Attachment 17, NTS makes claims for orders from 2012 back to 2008. CenturyLink
1315 had a billing system conversion at the end of 2010 so I was only able to pull order detail
1316 for 2012 and 2011 from the current system. Further, I could not find any information

⁵⁴ This sentence referred to Local Number Portability (LNP) orders due to the federal LNP FOC rules in place at that time.

1317 whatsoever on some of the asserted orders. I believe some of the Attachment 17 order
1318 numbers may be incorrect or incomplete; missing a letter suffix, for example.

1319 Exhibit 1.12 B documents my investigation of 2011 and 2012 orders from
1320 Attachment 17. Exhibit 1.12B is derived from business records prepared and maintained
1321 by CenturyLink in the ordinary course of its business. There are six locatable orders
1322 listed in NTS's August 2012 DR response that also appear in Attachment 17. Although
1323 NTS does not mention much less explain the variance in its testimony, the remaining
1324 2012 orders asserted by NTS as "missed" are different in the two lists.

1325 As Exhibit 1.12 B shows, in all cases except one, CenturyLink returned an FOC
1326 date back to NTS within its one business day standard. In fact all but the exception were
1327 returned in less than one hour. In all cases, CenturyLink met the FOC date given to NTS;
1328 notwithstanding whatever administrative order close date might have been subsequently
1329 posted in EASE. To ensure clarity of understanding, in addition to listing the dates in
1330 Exhibit 1.12 B, I also listed the actual times of day (to the second) that orders were
1331 received, FOC'd and worked. This minute degree of detail is captured and retained by
1332 CenturyLink's order provisioning system.

1333 **Q. On the one order that was the exception, what prevented CenturyLink from**
1334 **returning an FOC date within the one business day standard?**

1335 A. I do not know for sure. The internal work task records that would have identified the
1336 actual cause are only retained for 90 days and then purged due to computer storage

1337 limitations. I do know that the order in question fell out of the automated FOC queue and
1338 was therefore required to be processed manually by a work group analyst.

1339 **Q. What causes an order to fall out for manual processing?**

1340 A. Typically there is an issue with the order as submitted by the CLEC, an issue with
1341 facilities or some other issue that impacts CenturyLink's ability to work the order as
1342 initially requested. Again, so much time has gone by that it is impossible to know the
1343 actual cause in this case.

1344 **Q. If an order must be processed manually, does that impact CenturyLink's ability to**
1345 **meet its one business day FOC response standard?**

1346 A. Yes, it can impact that ability. We may need to contact the CLEC for clarification, for
1347 example, before we can process and FOC the order. Additionally, there are other issues
1348 that could impact the FOC turnaround; an unanticipated heavy overall order volume or an
1349 unexpectedly large number of porting orders are examples. With one exception, we
1350 process orders on a first come basis. The exception is simple porting orders. While the
1351 one business day turnaround may be a general CenturyLink standard, the FCC has
1352 imposed by Order an 8 business hour turnaround for all simple port orders. The impact
1353 of the FCC Order is that all porting orders go to the head of the line and are worked in
1354 preference to all already in-queue non-porting orders. CenturyLink attempted to make
1355 the FCC understand that this "preferential treatment" Order would be unfair to those
1356 customers who were first in line but the FCC mandated the obligation regardless. I do

1357 have a system report that shows we received about 3000 CLEC orders the day at issue
1358 (September 14, 2011) and were only able to turn around 2437. That was the largest
1359 orders-to-FOC return gap for that entire month which is indicative of some unusual
1360 impact such as an excessive volume of porting orders. As noted in the Service Guide
1361 documentation that I previously provided, order complexity or workload can cause an
1362 FOC delay and CLECs have been informed in advance of the possibility.

1363 **Q. Did CenturyLink meet the FOC date that it returned to NTS for the order?**

1364 A. Yes, as I earlier testified, we met every returned FOC date on the locatable 2011-2012
1365 NTS orders including this one.

1366 **Q. Were you able to investigate any of the alleged missed FOCs on orders that NTS**
1367 **submitted prior to 2011?**

1368 A. Yes. CenturyLink did retain data from its prior ordering system and I searched for those
1369 NTS orders listed for 2008-2010. I found the same outcome for these orders that I found
1370 for the 2011-2012 orders shown in Exhibits 1.12 and 1.12 B; namely all orders were
1371 provisioned on the promised FOC dates with most showing administrative order
1372 completion the first thing the following morning. The data from this old ordering system
1373 is provided in Exhibit 1.12 C, which is derived from business records prepared and
1374 maintained by CenturyLink in the ordinary course of its business. This older data is in a
1375 different format than the data from the current system. The older data presents separate
1376 lines for every activity such as an error on the NTS order submission, CenturyLink's

1377 FOC acknowledgement of a clean order received and the administrative close of the
1378 order. I have used highlighting to assist the Commission with following the actual FOC
1379 due date and the administrative close date for each order.

1380 As one additional clarification, the order numbers that NTS listed for 2008 were
1381 actually found as 2009 orders in CenturyLink's retained data. Further, NTS did not
1382 always include order number appendages in its list so I matched the orders shown in
1383 Exhibit 1.12 C to the primary order numbers in NTS's list.

1384 **Q. NTS claims that CenturyLink regularly causes delays on orders.⁵⁵ Does NTS**
1385 **Attachment 24 prove that claim?**

1386 A. No. As we have already seen in this proceeding, just because NTS makes an assertion,
1387 that does not make it so. There is insufficient background provided with most of the
1388 referenced orders in Attachment 24 to determine where any cause of delay or fault lies.
1389 Delays can be caused by NTS failing to submit an order properly, failing to submit all
1390 necessary information with an order, failing to properly check for CenturyLink order
1391 completion, misunderstanding administrative EASE close date vs. actual FOC
1392 completion date, unknown/unexpected facilities issues (third party damage, weather
1393 impacts, deterioration of currently unused cabling, etc.), unrecognized technical issues on
1394 the CLEC side of the order, or a host of other circumstances that have nothing to do with
1395 a CenturyLink action causing the delay. For example, in the NTS documentation there
1396 are references to requested due date issues, jeopardies for incomplete/incorrect orders,

⁵⁵ Scott Direct at lines 499-516.

1397 order supplement delays and orders for addresses where no facilities or usable facilities
1398 were available. None of these NTS or external issues support any assertion of delay
1399 caused by CenturyLink.

1400 Further, based on what can readily be determined in Attachment 24, there are only
1401 three instances between September 2008 and December 2012 (a span of over four years)
1402 where CenturyLink was the obvious cause of a delay; one technical problem and two
1403 apparent workload issues. I note that we took responsibility for our issues, apologized
1404 and were always unfailingly polite. Nothing in Attachment 24 would seem to support
1405 CenturyLink being the anti-competitive “bad actor” that NTS consistently portrays in its
1406 testimony but rather being a prompt and helpful services provider.

1407

1408 **J) Unfair Marketing Practices Allegation**

1409 **Q. Ms. Scott claims that NTS has proof that CenturyLink engaged in unfair marketing**
1410 **practices.⁵⁶ What is your response?**

1411 **A.** Ms. Scott has offered no examples of actual unfair marketing practices to support her
1412 testimony. In its Attachment 20, NTS provided one example where it claims
1413 CenturyLink used a port request from a customer to market to that customer. While that
1414 practice is now prohibited, this type of marketing was not prohibited during the brief
1415 period of time CenturyLink employed it. CenturyLink began its retention marketing

⁵⁶ Id. at lines 718-720.

1416 practice on April 12, 2008. CenturyLink's final consumer mailing to ported customers
1417 was made on June 23, 2008.

1418 As NTS was informed on July 9, 2008 the one example that it brought to
1419 CenturyLink's attention was mailed on June 23 and delivered to the customer on June 24.
1420 Attached as Exhibit 1.13 is an email CenturyLink sent to NTS confirming what had
1421 transpired in the example provided by NTS. This document was prepared and has been
1422 maintained by CenturyLink in the ordinary course of its business. The FCC released its
1423 Order and June 23, 2008 and required carriers to cease the practice effective June 24,
1424 2008.⁵⁷ CenturyLink ensured that it was in compliance with that Order on the effective
1425 day. Attached as Exhibit 1.14 is a memorandum directed to a CenturyLink Senior Vice
1426 President, confirming that all necessary steps had been taken to end the use of porting
1427 requests for marketing purposes. Exhibit 1.14 is a business record prepared and
1428 maintained by CenturyLink in the ordinary course of its business. Further, as Exhibit
1429 1.13 and NTS's Exhibit G to its Amended Complaint both confirm, NTS did not submit a
1430 porting order for this account until July 2, 2008. Therefore, the example offered by NTS
1431 was not mailed to the customer due to CenturyLink knowledge of an NTS porting order
1432 but for some other reason wherein CenturyLink obtained information from or about the
1433 customer regarding an intent to disconnect CenturyLink service.

1434 The FCC regularly changes its rules and/or makes rulings that change or
1435 otherwise affect how carriers do business on a prospective basis. NTS's opinions on

⁵⁷ Memorandum Opinion and Order, In the Matter of Bright House Networks, LLC v. Verizon California, Inc., 23 FCC Rcd 10704, ¶45 (rel. June 23, 2008), affirmed Verizon California, Inc. v. FCC, 555 F.3d 270 (DC Cir. 2009).

1436 CenturyLink's use of this practice *prior* to the FCC's ruling do not provide any basis for
1437 a subsequent *retroactive* determination on the matter. Further, the FCC Order was
1438 prospective and did not include penalties or sanctions for any activity that was conducted
1439 prior to the Order. NTS's opinions on this long ago discontinued practice say nothing
1440 about CenturyLink's conduct since the Order was released and became effective.

1441 **Q. Ms. Scott believes CenturyLink wholesale personnel are improperly sharing**
1442 **information with retail personnel and implies that CenturyLink wholesale personnel**
1443 **should not know that there is an active retail customer at a location for which NTS**
1444 **has submitted an order.⁵⁸ Is Ms. Scott correct in her beliefs?**

1445 A. No. This is one more example of NTS making an unfounded allegation. Ms. Scott's
1446 testimony also demonstrates a lack of general familiarity with telecommunications carrier
1447 systems, processes and technical limitations.

1448 CenturyLink has separate retail and wholesale operations and follows regulations
1449 to ensure appropriate separation. Order entry records are separated into wholesale and
1450 retail and by law and system design retail personnel are denied access to view
1451 uncompleted wholesale orders. There are not two separate CenturyLink loops that go to
1452 every premises so that local service from two different carriers can be accommodated.
1453 Because only one working service can be provided over a loop, the CenturyLink
1454 wholesale employee *must* know if the loop has service on it or is unused and available for

⁵⁸ Scott Direct at lines 766-770.

1455 assignment. Since line sharing is no longer available by FCC Order⁵⁹ and therefore may
1456 not be requested by NTS, when NTS orders a UNE loop to a customer, under federal
1457 rules NTS gets the entirety of the loop facility that goes to that particular customer. It is
1458 not technically possible to assign a UNE loop to NTS that also has working CenturyLink
1459 service. Obtaining working service information is done via access to the facility records
1460 database, not by contacting a retail employee as NTS mistakenly asserts. There is no
1461 sharing or discussion of NTS's orders with the retail side of CenturyLink's business.

1462 Technical infeasibility aside, this is another example of CenturyLink following
1463 industry standards practices, in this case OBF LSOG Section 35- Working Service on
1464 Premises.

1465 **Q. Ms. Scott offers Attachment 23 as evidence of CenturyLink's "anti-competitive**
1466 **behavior." Does this documentation support that allegation?**

1467 A. No. Attachment 23 is an internal NTS document. First, the perceptions of an NTS
1468 technician are not necessarily the reality of a specific legal claim situation. Second, there
1469 is not any background with this internal NTS document to show what NTS ordered, when
1470 it was ordered, or what calls may have been made to CenturyLink by the end user
1471 customer or by NTS itself that had bearing on the loop running to this service location.
1472 Finally, whatever the true background situation of this one instance may be, there is no
1473 evidence at all that CenturyLink undertook any action with intent to specifically hinder or

⁵⁹ Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, 18 FCC Rcd 16978, ¶255 (Rel. August 21, 2003), aff'd in pertinent part, United States Telecom Association v. FCC, 359 F.3d 554, 583-585 (Dc. Cir. 2004).

1474 harm NTS. In summation, Attachment 23 could refer to any number of possible
1475 scenarios; none of which support any assertion of anti-competitive behavior.

1476

1477 **K) Slamming Allegation**

1478 **Q. NTS accuses CenturyLink of slamming.⁶⁰ What is the definition of slamming under**
1479 **applicable law?**

1480 A. The FCC addresses slamming in 47 CFR § 1100 et seq. 47 CFR § 1100 (e) includes the
1481 following: “[t]he term unauthorized change is a change in a subscriber's selection of a
1482 *provider of telecommunications service* that was made without authorization verified in
1483 accordance with the verification procedures specified in this part.” [emphasis added] In
1484 other words, slamming is the conversion of a customer from one provider’s service to
1485 another provider’s service without customer permission.

1486 **Q. In its asserted slamming testimony, NTS says CenturyLink “moved NTS customers**
1487 **from copper UNE to its new [fiber facilities] without an order or anyone’s**
1488 **permission.⁶¹ Is this slamming?**

1489 A. No. Slamming has nothing to do with the change of a *facility* upon which a provider’s
1490 service rides. The use of CenturyLink’s physical network to provision UNE loops
1491 ordered by *NTS* does not constitute any provision of *CenturyLink* voice or broadband

⁶⁰ Scott Direct at lines 725-732 and 764-766.

⁶¹ Id. at lines 731-732.

1492 service to NTS's customers. Further, as I will later discuss, this type of facilities change
1493 is permitted under applicable law and ICA terms.

1494 **Q. So did CenturyLink engage in any slamming of NTS's customers?**

1495 A. No. Further, Ms. Scott has failed to acknowledge the following terms of the Template
1496 ICA under which the Parties operated at the time of the alleged incident:

1497 47.0 TECHNOLOGY UPGRADES

1498 Notwithstanding any other provision of this Agreement, CenturyLink shall have
1499 the right to deploy, *upgrade, migrate* and maintain its network *at its discretion*.
1500 *Nothing in this Agreement shall limit CenturyLink's ability to modify its network*
1501 *through the incorporation of new equipment or software or otherwise. CLEC*
1502 *shall be solely responsible for the cost and activities associated with*
1503 *accommodating such changes in its own network. [emphasis added]*

1504 **Q. NTS also takes exception to CenturyLink upgrading the Crescent street feeder cable**
1505 **to fiber when CenturyLink has not allowed NTS to have fiber loops in the past.⁶²**

1506 **What is the background for this NTS complaint?**

1507 A. There are two issues associated with this NTS allegation. One issue is whether
1508 CenturyLink has an obligation under law to provide fiber loops under specific
1509 circumstances. This issue has been addressed by the FCC in its rules, which provide:

1510 47 CFR Sec. 51.319 Specific unbundling requirements. (a) (3) (B)

1511 (ii) New builds. An incumbent LEC is *not required* to provide nondiscriminatory
1512 access to a fiber-to-the-home loop or a fiber-to-the- curb loop on an unbundled

⁶² Id. at lines 727-730.

1513 basis when the incumbent LEC deploys such a loop to an end user's customer
1514 premises that previously has *not been served* by any loop facility.

1515 (iii) Overbuilds. An incumbent LEC is *not required* to provide nondiscriminatory
1516 access to a fiber-to-the-home loop or a fiber-to-the- curb loop on an unbundled
1517 basis when the incumbent LEC has deployed such a loop *parallel to, or in*
1518 *replacement of*, an existing copper loop facility, except that:

1519 (A) The incumbent LEC must *maintain the existing copper loop connected to the*
1520 *particular customer premises* after deploying the fiber- to-the-home loop or the
1521 fiber-to-the-curb loop and *provide nondiscriminatory access to that copper loop*
1522 *on an unbundled basis* unless the incumbent LEC retires the copper loops
1523 pursuant to paragraph (a)(3)(iv) of this section.

1524 [emphasis added]
1525
1526

1527 Therefore, under applicable law, CenturyLink is not obligated to offer fiber UNE loops to
1528 NTS in new build situations or in overbuild situations where the existing copper has been
1529 retained for the provision of UNE loops.

1530 **Q. Did CenturyLink ever advise NTS of these FCC rules?**

1531 A. Yes. My retained records show that we held discussions on this topic with NTS President
1532 Dan Johnson at least three times, and likely a fourth time; early August 2007, July 28,
1533 2009, and November 29, 2010 and possibly a date prior to July 28, 2009.

1534 **Q. What is the second issue associated with this NTS allegation?**

1535 A. The allegation also raises the question of whether CenturyLink is required to provide
1536 unbundled loops over specific facilities that are requested by NTS. On this point,
1537 CenturyLink's position is that NTS is legally entitled to order a UNE loop to any
1538 customer location on CenturyLink's network and CenturyLink will provision such a UNE

1539 loop in accordance with applicable law and the applicable ICA terms. What this means
1540 in practice is that if NTS orders a 64 kbps UNE loop then NTS will get a copper loop if
1541 copper is available or NTS will get a fiber loop if no copper is available. However, NTS
1542 is not entitled under applicable law or ICA terms to demand a fiber UNE loop if copper
1543 facilities exist.

1544 **Q. So to clarify, does CenturyLink take the position that NTS is not allowed to submit**
1545 **an order for a UNE loop when fiber is the only option?**

1546 A. No, CenturyLink does not take that position. With the sole exception of the new build
1547 situation described in 47 CFR § 51.319 (a) (3) (B) (ii), CenturyLink agrees that NTS may
1548 submit an order for a UNE loop when existing copper has been retired and replaced by
1549 fiber.

1550 **Q. Does NTS have a valid complaint if it asserts that its customers were “put out of**
1551 **service” by CenturyLink’s actions?⁶³**

1552 A. No. NTS has no valid complaint because NTS was duly noticed of the change from
1553 copper to fiber facilities as required by applicable law. The relevant pages of the notice
1554 that CenturyLink filed with the FCC are attached as Exhibit 1.15. NTS was therefore
1555 obligated to accommodate the change. By way of further answer, I will repeat parts of
1556 the prior citations:

1557 47 CFR Sec. 51.319 Specific unbundling requirements. (a) (3) (B)
1558

⁶³ Id. at lines 732-733.

1559 (A) The incumbent LEC must *maintain the existing copper loop connected to*
1560 *the particular customer* premises after deploying the fiber- to-the-home loop or
1561 the fiber-to-the-curb loop and provide nondiscriminatory access to that copper
1562 loop on an unbundled basis *unless the incumbent LEC retires the copper loops*
1563 *pursuant to paragraph (a)(3)(iv) of this section.* [emphasis added]
1564

1565 Template ICA- 47.0 TECHNOLOGY UPGRADES

1566 Notwithstanding any other provision of this Agreement, CenturyLink shall have
1567 the right to deploy, upgrade, migrate and maintain its network at its discretion.
1568 Nothing in this Agreement shall limit CenturyLink's ability to modify its network
1569 through the incorporation of new equipment or software or otherwise. *CLEC*
1570 *shall be solely responsible for the cost and activities associated with*
1571 *accommodating such changes in its own network.* [emphasis added]

1572 To provide further proof of NTS's obligation to accommodate the fiber, 47 CFR § 51.319

1573 (a) (3) (C) states the following:

1574 An incumbent LEC that *retires* the copper loop pursuant to paragraph (a)(3)(iv) of
1575 this section shall provide nondiscriminatory access to a 64 kilobits per second
1576 transmission path capable of voice grade service *over the fiber-to-the-home loop*
1577 *or fiber-to-the-curb loop* on an unbundled basis. [emphasis added]

1578 If the copper needs to be retired, as this copper did due to extreme deterioration,
1579 then fiber becomes the only method of providing the loop. CenturyLink is authorized by
1580 applicable law and ICA terms to effect the migration of the loop to the new fiber, and
1581 NTS is obligated to accommodate the change to ensure its continuing provision of service
1582 to affected customers.

1583 **Q. Can NTS claim that its provision of service cannot be maintained over fiber?**

1584 A. Yes, but it is puzzling that NTS would claim that now when NTS complained several
1585 times in past years, as well as in this proceeding, about only being able to get copper
1586 loops from CenturyLink instead of fiber loops. Further, there is no provision of law or

1587 ICA terms that guarantee that the available facilities will accommodate each and every
1588 service the CLEC wishes to provision over the loop. As the citations of 47 CFR § 51.319
1589 that I provided demonstrate, when a CLEC orders a 64 kbps UNE loop, the CLEC gets a
1590 64 kbps loop. NTS has no valid basis for any allegation or complaint on this issue.

1591 **Q. NTS alleges that CenturyLink has taken existing, active NTS loops and used them to**
1592 **provision or repair services to CenturyLink’s customers, thereby eliminating service**
1593 **to NTS’ customers.⁶⁴ Is this true?**

1594 A. No. CenturyLink has not intentionally “taken” active NTS’s loops and has not used, as
1595 NTS alleges, NTS’s loops to provision services to CenturyLink’s retail customers.
1596 However, CenturyLink is aware of one peculiar instance of human error involving an
1597 active NTS loop and that singular instance was promptly rectified by CenturyLink.

1598 **Q. Ms. Scott alleges that this CenturyLink use of NTS loops happens far more than**
1599 **CenturyLink is willing to admit.⁶⁵ Is this true?**

1600 A. No. CenturyLink has no record of any other occurrence of this type of asserted error.
1601 Further, CenturyLink submitted a Data Request that requested NTS to provide any
1602 further examples of CenturyLink use of NTS loops. NTS did not produce any evidence
1603 to support its allegation. In summation, there is no merit to any of NTS’s allegations that
1604 relate to slamming or the alleged use of UNE loops provisioned to NTS.

1605

⁶⁴ Id. at lines 346-343, 537-539 and 760-761.

⁶⁵ Id. at lines 336- 340.

1606 **III. CONCLUSION**

1607 **Q. How should the Commission find on the allegations made by NTS in this complaint?**

1608 A. The Commission should find that NTS's allegations are unfounded and should dismiss
1609 NTS's complaint with prejudice.

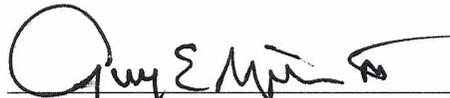
1610 **Q. Does this conclude your testimony?**

1611 A. Yes, it does.

STATE OF LOUISIANA)
)
PARISH OF OUACHITA)

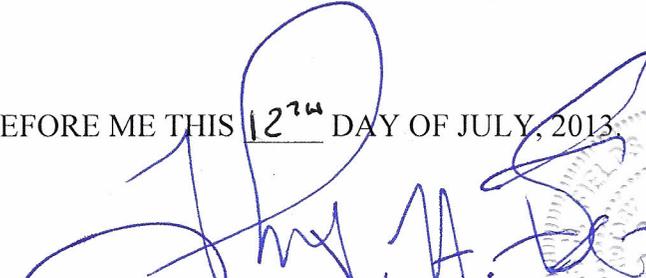
VERIFICATION

I, Guy E. Miller, III, do on oath depose and state that the facts contained in the foregoing Direct Testimony of Guy E. Miller, III on Behalf of Gallatin River Communications, L.L.C. d/b/a CenturyLink are true and correct to the best of my knowledge and belief.



GUY E. MILLER, III

SIGNED AND SWORN TO BEFORE ME THIS 12th DAY OF JULY, 2013



Notary Public Thos. H. Fields, III
Board No. 26880

My Commission expires: perpetual

