

**BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

<b>PETITION OF SOCKET TELECOM, LLC</b>	<b>)</b>	
<b>FOR COMPULSORY ARBITRATION OF</b>	<b>)</b>	
<b>INTERCONNECTION AGREEMENTS WITH</b>	<b>)</b>	<b>CASE NO. TO-2006-0299</b>
<b>CENTURYTEL OF MISSOURI, LLC AND</b>	<b>)</b>	
<b>SPECTRA COMMUNICATIONS, LLC</b>	<b>)</b>	
<b>PURSUANT TO SECTION 252(b)(1) OF THE</b>	<b>)</b>	
<b>TELECOMMUNICATIONS ACT OF 1996</b>	<b>)</b>	

**JOINT MOTION REGARDING DISPUTED CONFORMING LANGUAGE IN  
INTERCONNECTION AGREEMENT**

COME NOW Spectra Communications Group, LLC , and CenturyTel of Missouri, LLC (collectively “CenturyTel”) and Socket Telecom, LLC (“Socket”) (collectively referred to herein as “the Parties”), and for their Joint Motion requesting that the Commission determine which Party’s proposed language conforms to the Final Commission Decision, respectfully state as follows:

1. On June 27, 2006, the Commission issued its Final Commission Decision (“FCD”) in this matter. In the FCD, the Commission ordered that “[t]he parties shall form an interconnection agreement that is consistent with the findings and conclusions in this Decision.”

2. Commission Rule 4 CSR 240-36.050(1) requires that the parties file an interconnection agreement reflecting the Commission’s decision within seven days after the Commission issues its decision. The parties jointly requested two extensions of time to file their conformed interconnection agreement, and those extensions were granted. On August 24, 2006, the Commission issued its “Order Extending Time To File Interconnection Agreement,” which extended the time for filing a conformed interconnection agreement until September 15, 2006.

3. In a telephone conference with the Arbitrator on August 24, 2006, the parties informed the Arbitrator that they were unable, on certain issues, to agree on the language to be

used in the conforming interconnection agreement. It was agreed that the parties would file briefs on August 30, 2006, supporting their respective positions on the remaining disputes regarding conforming language. The parties are filing their briefs concurrently with the filing of this Joint Motion requesting the Commission determine which party's proposed language conforms to the FCD.

4. The parties have worked diligently to reach agreement on conforming contract language, and have significantly reduced the number of disputed issues since the August 24, 2006 telephone conference with the Arbitrator. Nevertheless, the parties agree that the following portions of the interconnection agreement remain partially in dispute and require resolution by the Commission before the parties can file the final conformed interconnection agreement:

Article III: General Provisions – Section 24.1

Article V: Interconnection – Section 17

Article VI: Resale – Pricing Appendix

Article VIIA: UNE – Pricing Appendix (Service Order charges remain  
in dispute)

Article IX: Maintenance – Sections 5.1.1 & 7.1

Article XIII: Access to OSS

Article XV: Performance Measures – Sections 1.3.5.6, 4.1, 4.5.3, 4.5.4, 4.5.5

5. The parties have attached to this Joint Motion an appendix including the competing versions of the disputed contract language provisions. In this submission, disputed language supported by CenturyTel is shown in underlined type. Disputed language supported by Socket is shown in **bold** type. For all other contract language in the documents submitted (*i.e.*, all language in normal type) there is currently no dispute as to whether it conforms to the FCD; the undisputed language is provided to the Commission only to put the disputed language in context.

6. As the parties discussed with the Arbitrator during the August 24, 2006 telephone conference, once the Commission decides the remaining conforming disputes, the parties will

need approximately two to three business days to complete the process of conforming and filing the interconnection agreement by September 15, 2006. Therefore, the parties respectfully request the Commission issue its decisions on the disputed contract language no later than Tuesday, September 12, 2006.

**WHEREFORE,** for all the reasons stated, the parties request that the Commission grant this Joint Motion and render a final decision on the disputed conforming language identified herein no later than September 12, 2006.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that the undersigned has caused a complete copy of the attached document to be electronically filed and served on the Commission's Office of General Counsel at (gencounsel@psc.mo.gov), the Office of the Public Counsel at (opcservice@ded.mo.gov), and counsel for Socket Telecom, LLC at (clumley@lawfirmemail.com; lcurtis@lawfirmemail.com; and b.magness@phonelaw.com) on this 30th day of August 2006.

/s/ Larry W. Dority

Larry Dority

**APPENDIX  
OF  
RELEVANT LANGUAGE ON DISPUTED ISSUES**

**FONT KEY:**

CenturyTel language = underlined  
Socket language = **bold**

**ARTICLE III (General Provisions)**

**24.0 STANDARD PRACTICES**

The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. Socket agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement; provided, however, that notices of changes to standard practices will be provided as set forth in Section 54. Where a dispute arises between the Parties with respect to a conflict between the CenturyTel Service Guide and this Agreement, the terms of this Agreement shall prevail.

- 24.1 [Intentionally omitted] **CenturyTel shall make no change in any policy, process, method or procedure used or required to perform its obligations under this Agreement, that, in whole or in part, has the effect of diminishing the value of any right of Socket granted herein or term or condition included herein, or that could cause an inefficiency or expense for Socket hereunder that did not exist at the Effective Date of this Agreement, without the prior review and written approval of Socket, which consent may be withheld by Socket in its sole discretion. In addition, CenturyTel shall not be permitted to circumvent this obligation by posting on its CLEC web-site.**

**54.0 NETWORK MAINTENANCE, MANAGEMENT AND CHANGE MANAGEMENT**

- 54.5 Except as otherwise specified elsewhere in this Agreement, all changes to standard practices will be posted on the CenturyTel website prior to implementation, with email notification of such postings. The email notification directing Socket to CenturyTel's website will contain, at a minimum, the subject of the change posted to the website and a website link to the posting. In addition, the website itself will contain a "change log." Posting will include CenturyTel

personnel who may be contacted by Socket to provide clarification of the scope of the change and timeline for implementation. Socket reserves its right to request changes to be delayed or otherwise modified where there is an adverse business impact on Socket, with escalation through the dispute resolution process.



## ARTICLE V (Interconnection)

### 17.0 IP-PSTN TRAFFIC [Intentionally omitted]

Anything to the contrary in this Agreement notwithstanding, any traffic originated by an end user of either Party in Internet Protocol format that subsequently undergoes a net protocol change, as defined by the FCC, prior to its termination to an end user of another Party (“IP-PSTN Traffic”) shall be treated as 251(b)(5)/ISP-bound local traffic for compensation purposes and shall be compensated at the rates for such 251(b)(5)/ISP-bound local traffic set forth in this Agreement or any amendment to this Agreement.

## ARTICLE VI (Resale)

### APPENDIX: RESALE PRICING

#### Non-Recurring Charges (NRCs) for Resale Services

NRCs, other than those for Pre-ordering and Custom Handling specifically listed in this Appendix, will be charged from the appropriate retail tariff. The discount applies to such NRCs.

#### Pre-ordering

Customer Record Search Per Account	<del>\$6.28</del> \$0.00
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## ARTICLE VIIA (UNE Pricing) – [Disputed provisions are highlighted]

### Service Order Charges - Unbundled Elements

#### Manual Service Order Type Charges - Unbundled Elements

New Simple	None	\$ 12.56	None
New Complex	None	\$ 74.90	None
Change Simple	None	\$ 4.91	None
Change Complex	None	\$ 74.90	None
Record Simple	None	\$ 6.28	None
Record Complex	None	\$ 6.28	None
Disconnect Simple	None	\$ 5.32	None
Disconnect Complex	None	\$ 27.29	None
Suspend Simple	None	\$ 2.52	None
Suspend Complex	None	\$ 2.52	None
Restore Simple	None	\$ 2.52	None
Restore Complex	None	\$ 2.52	None
Expedited Simple	None	\$ 12.60	None
Expedited Complex	None	\$ 12.60	None
Due Date Change Simple	None	\$ 4.20	None
Due Date Change Complex	None	\$ 4.20	None
Cancellation Simple	None	\$ 4.20	None
Cancellation Complex	None	\$ 4.20	None
PIC Change Charge		\$ 5.83	\$ 1.52

#### Electronic - UNE Service Order Type Charges

Electronic - UNE Service Order	None	\$ 2.92	None
Suspend Simple	None	\$ 0.12	None
Suspend Complex	None	\$ 0.12	None
Restore Simple	None	\$ 0.12	None
Restore Complex	None	\$ 0.12	None
Expedited Simple	None	\$ 6.43	None
Expedited Complex	None	\$ 6.43	None
Due Date Change Simple	None	\$ 2.14	None
Due Date Change Complex	None	\$ 2.14	None
Cancellation Simple	None	\$ 2.14	None
Cancellation Complex	None	\$ 2.14	None

## ARTICLE IX (Maintenance)

### 5.0 EMERGENCY RESTORATION

- 5.1.1 CenturyTel will establish a single point of contact (SPOC) to provide Socket with information relating to the status of restoration efforts and problem resolution during any restoration process. This SPOC shall be a special option contained on CenturyTel's 800 number(s) used by retail customers. **CenturyTel shall provide Socket with a means of contacting CenturyTel for service-related questions without sitting in a queue with retail customers, including an option to by-pass the retail options.** Calls placed to this SPOC shall be answered twenty-four (24) hours per day, seven (7) days per week. CenturyTel will have a knowledgeable person available to respond to Socket's questions.

### 7.0 REPAIR PROCEDURES

- 7.1 CenturyTel will provide a single point of contact (SPOC) for all of Socket's maintenance requirements under this Article (via an 800 number) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be a special option contained on CenturyTel's 800 number(s) used by retail customers. **CenturyTel shall provide Socket with a means of contacting CenturyTel for service-related questions without sitting in a queue with retail customers, including an option to by-pass the retail options.** Competent personnel with knowledge of CenturyTel's repair and maintenance processes and procedures shall answer the number provided to Socket. These personnel shall have access to the systems or information to enable them to receive trouble tickets and provide updates on repair status.

### **ARTICLE XIII (Access to OSS)**

Concurrently with this Joint Motion, each party has filed its own proposed conforming Article XIII (OSS).

### **ARTICLE XV (Performance Measures)**

Concurrently with this Joint Motion, the parties have jointly filed an Article XV (Performance Measures) that contains the parties' respective language on disputed conforming issues. The font convention used in that Article XV is the same as used in this Appendix. In other words, CenturyTel's proposed conforming language is underlined; Socket's proposed conforming language is **bolded**.