



810 Cherry Street | Columbia, MO 65201 .....  
PO Box 7085 | Columbia, MO 65205  
voice: (573) 817-0000 | (800) SOCKET-3 | fax: (573) 875-5812  
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May 20, 2002

hand-delivered

Mr. Dale Hardy Roberts  
Executive Secretary - Chief Regulatory Law Judge  
Missouri Public Service Commission  
PO Box 360  
Jefferson City, MO 65102-0360

**RE: In the Matter of the Adoption of the GTE/AT&T Communications of the Southwest, Inc., Interconnection Agreement by Socket Telecom, LLC, Pursuant to Section 252(i) of the Telecommunications Act of 1996**

Dear Mr. Roberts,

Enclosed please find an original and eight copies of the Adoption of the GTE/AT&T Communications of the Southwest, Inc., Interconnection Agreement by Socket Telecom, LLC, Pursuant to Section 252(i) of the Telecommunications Act of 1996. In addition, an original and five copies of the underlying Agreement are also enclosed.

Thank you for your assistance in processing this filing. Copies are being served on Verizon, the Office of the Public Counsel and the General Counsel. An additional copy is enclosed, if you would kindly date stamp and return it to me. If there are any questions concerning this matter, please feel free to contact me at 573-817-0000, ext 118.

Yours truly,

A handwritten signature in black ink, appearing to read 'Colleen M. Dale'.

Colleen M. Dale #31624  
Senior Counsel  
Socket Telecom, LLC  
810 Cherry St.  
Columbia, MO 65201  
Telephone: 573-817-0000, ext 118  
Facsimile: 573-441-1050  
e-mail: [cullyd@socket.net](mailto:cullyd@socket.net)

cc: Office of the Public Counsel  
General Counsel  
Verizon

BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI

In the Matter of the Adoption of the GTE/AT&T	)	
Communications of the Southwest, Inc.,	)	Case No. _____
Interconnection Agreement by Socket Telecom, LLC,	)	
Pursuant to Section 252(i) of the Telecommunications	)	
Act of 1996	)	

**Notice of Adoption of Interconnection Agreement**

Comes now Socket Telecom, LLC ("Socket"), and respectfully files this Notice of Adoption as permitted by 4 CSR 240-2.080 (3). In support of its filing, Socket states as follows:

1. Socket is a presently certificated competitive local exchange company in the State of Missouri, certificated to provide service in GTE (presently doing business as "Verizon" in Missouri). Socket's principal place of business is 29 S. 8<sup>th</sup> St., Columbia, Missouri, 65205.

2. On March 21, 2002, GTE sent a letter concerning requested adoption, wherein Socket could adopt the Interconnection Agreement entered between GTE and AT&T of the Southwest, Inc. ("the Agreement") by signing and returning the letter for GTE's counter-signature. Socket did so, and received, on April 12, 2002 an executed copy of the letter, with the assurance that GTE would file the adoption with the Missouri Public Service Commission. On approximately May 1, 2002, a representative notified Socket by telephone that GTE would not file the executed adoption letter, as it viewed the Agreement as no longer available for adoption.

3. Socket believes that GTE's execution of the adoption letter is not unilaterally revocable, and continues to desire to adopt the Agreement, despite GTE's change of opinion.

Wherefore, Socket respectfully submits this Notice of Adoption of Interconnection Agreement and requests that the Commission take notice of such adoption pursuant to its authority to regulate telecommunications carriers in the State of Missouri.

Respectfully submitted,



Colleen M. Dale, #31624

General Counsel

Socket Telecom, LLC

29 S. 8<sup>th</sup> St.

Columbia, MO 65205

Voice: 573-817-0000 ext 118

Facsimile: 573-875-5812

E-mail: [cullyd@socket.net](mailto:cullyd@socket.net)

Steven J. Pitterle  
Director - Negotiations  
Network Services



600 Hidden Ridge HQE03B67  
P.O. Box 152092  
Irving, Texas 75038

Phone 972/718-1333  
Fax 972/718-1279  
steve.pitterle@verizon.com

March 21, 2002

Mr. George A. Pfenenger  
President  
Socket Telecom, LLC  
29 S. 8th Street  
Columbia, MO 65205

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Pfenenger:

GTE Midwest Incorporated, d/b/a Verizon Midwest ("Verizon"), has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Socket Telecom, LLC ("Socket") wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of the Southwest, Inc. ("AT&T") and Verizon that was approved by the Missouri Public Service Commission (the "Commission") as an effective agreement in the State of Missouri in Docket No. TO-97-63, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand Socket has a copy of the Terms. Please note the following with respect to Socket's adoption of the Terms.

1. By Socket's countersignature on this letter, Socket hereby represents and agrees to the following three points:
  - (A) Socket adopts (and agrees to be bound by) the Terms of the AT&T/Verizon arbitrated agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that Socket shall be substituted in place of AT&T Communications of the Southwest, Inc. and AT&T in the Terms wherever appropriate.

- (B) Notice to Socket and Verizon as may be required under the Terms shall be provided as follows:

To: Socket Telecom, LLC  
Attention: Ms. Colleen M. Dale, Senior Counsel  
29 S. 8th Street  
Columbia, MO 65205  
Telephone number: 573-817-0000 Ext. 118  
FAX number: 573-441-1050

To Verizon:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Telephone Number: 972-718-5988  
Facsimile Number: 972-719-1519  
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel  
Verizon Wholesale Markets  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: 703-351-3664

- (C) Socket represents and warrants that it is a certified provider of local telecommunications service in the State of Missouri, and that its adoption of the Terms will cover services in the State of Missouri only.
2. Socket's adoption of the AT&T arbitrated Terms shall become effective as of the date of the Commission's final order approving the adoption. The Parties understand and agree that Verizon will file this adoption letter with the Commission promptly upon my receipt of a copy of this letter, countersigned by Socket as to points (A), (B), and (C) of paragraph 1 above. The term and termination provisions of the AT&T/Verizon agreement shall govern Socket's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on August 11, 2002.
  3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does

not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. TO-97-63, or to seek review in any way of any provisions included in these Terms as a result of Socket's 252(i) election.

4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the U.S. Supreme Court regarding the FCC's new UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any contractual provision required by the Commission in Docket No. TO-97-63 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
5. Verizon reserves the right to deny Socket's adoption and/or application of the Terms, in whole or in part, at any time:
  - (a) when the costs of providing the Terms to Socket are greater than the costs of providing them to AT&T;
  - (b) if the provision of the Terms to Socket is not technically feasible; and/or
  - (c) to the extent that Verizon otherwise is not required to make the Terms available to Socket under applicable law.
6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.<sup>1</sup> Accordingly, any compensation to be paid for Internet

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ¶144.

traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.<sup>2</sup> Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.<sup>3</sup> In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.<sup>4</sup>

7. Should Socket attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against Socket under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Socket's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of Socket resulting from Socket's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

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<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL [www.verizon.com/wise](http://www.verizon.com/wise) (select Verizon East Customer Support, Resources, Industry Letters, CLEC).


<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.

Please arrange for a duly authorized representative of Socket to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

GTE MIDWEST INCORPORATED, D/B/A VERIZON MIDWEST




Steven J. Pittelle  
Director – Negotiations  
Network Services

4/2/02  
(DATE)

Reviewed and countersigned as to points A, B, and C of paragraph 1:

SOCKET TELECOM, LLC

  
(SIGNATURE)

George A. Pfenger  
(PRINT NAME)

3-24-2002  
(DATE)

c: R. Ragsdale – Verizon



## CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of this Notice of Adoption was hand-delivered to Dale Hardy Roberts, Secretary/Chief Administrative Law Judge, Missouri Public Service Commission, 200 Madison St., Jefferson City, Missouri 65101, and was placed in the PSC Information Center box of the following on this 20<sup>th</sup> day of May, 2002

Office of the Public Counsel  
PO Box 7800  
Jefferson City, MO 65102

Dana C. Joyce, General Counsel  
Missouri Public Service Commission  
PO Box 360  
Jefferson City, MO 65102

Verizon  
Director - Contract Performance and Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038



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Colleen M. Dale