

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

In the Matter of the Confirmation of Adoption of an )  
Interconnection Agreement with CenturyTel of )  
Missouri, LLC d/b/a CenturyTel and Spectra ) Case No. CO-2005-0066  
Communications Group, LLC d/b/a CenturyTel by )  
Socket Telecom, LLC. )

**MOTION TO REJECT CONFIRMATION AND/OR  
NOTICE OF ADOPTION OF INTERCONNECTION AGREEMENT  
BY SUMMARY DETERMINATION ON THE PLEADINGS  
AND  
ALTERNATIVE REQUEST FOR HEARING**

COME NOW Spectra Communications Group, LLC d/b/a CenturyTel (“Spectra”) and CenturyTel of Missouri, LLC (“CenturyTel”), pursuant to the Missouri Public Service Commission’s (“Commission”) *Order Directing Notice And Making CenturyTel A Party* (“Order”) entered in this matter on September 17, 2004, and Commission Rule 4 CSR 240-2.080 and 4 CSR 240-2.117(2), and for their Motion to Reject Confirmation and/or Notice of Adoption of Interconnection Agreement By Summary Determination on the Pleadings and Alternative Request for Hearing respectfully state as follows:

1. On September 15, 2004, Socket Telecom, LLC (“Socket”) filed a pleading with this Commission titled “Confirmation of Adoption of Interconnection Agreement,” wherein Socket requested the Commission “to accept this Confirmation of Adoption of Interconnection Agreement under 47 USC 252(i) and 47 CFR 51.809 and 4 CSR 240-2.060.” Sorting through the novel description in the caption and the obfuscatory allegations contained in Socket’s pleading, it appears that Socket is attempting to unlawfully extend the terms of an underlying Interconnection Agreement between AT&T

Communications of the Southwest, Inc. and GTE Midwest Incorporated (the “AT&T/GTE Agreement”) to apply to Spectra Communications Group, LLC d/b/a CenturyTel (hence, the “confirmation” of a purported adoption already in place), or, in the alternative, plead a “de facto” adoption of such agreement although Spectra Communications Group, LLC d/b/a CenturyTel clearly is not a party to such Agreement. It is understandable that the syllabus of the Commission’s *Order* would contain the following description: “This order provides notice of a proposal to adopt an interconnection agreement and joins the other party to the agreement as a party to this proceeding.” However, as stated above and fully set forth below, the relief requested in Socket’s pleading is far beyond that authorized by 47 USC 252(i) and 47 CFR 51.809 and, based on the pleadings herein and Commission Rule 4 CSR 240-2.117(2), Spectra and CenturyTel move for a determination on the pleadings and dismissal of this case. As will be shown herein, such summary disposition is not otherwise contrary to law or contrary to the public interest. In the alternative, and in response to the Commission’s *Order*, Spectra and CenturyTel request a hearing in this matter.

2. On April 4, 2000, the Commission authorized Spectra’s acquisition of 107 Missouri exchanges from GTE Midwest Incorporated in Case No. TM-2000-182. In its pleading, Socket erroneously claims that “In connection with obtaining that authorization, Spectra agreed to abide by the terms of GTE’s existing interconnection agreements. One such existing agreement was the agreement between GTE and AT&T that the Commission had approved in Case No. TO-97-63.”<sup>1</sup> Rather, Paragraph I of the Joint Recommendation filed on January 26, 2000 in that proceeding provided, *inter alia*, “Spectra agrees to make every effort to negotiate new interconnection agreements with

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<sup>1</sup> Confirmation of Adoption of Interconnection Agreement, Par. 3, page 2.

all competitive local exchange companies (“CLECs”) who currently have interconnection agreements with GTE and who desire to have interconnection with Spectra.”<sup>2</sup> (Emphasis added). Indeed, prior to the closing of the transaction, both Spectra and GTE notified those affected CLECs that in light of Spectra’s purchase of the assets of the GTE exchanges identified, their respective company’s existing GTE agreement would need to be replaced by an agreement with Spectra. CLECs who had agreements with GTE and who desired to interconnect with Spectra contacted Spectra and executed interconnection agreements directly with Spectra. AT&T Communications of the Southwest, Inc. never responded and, obviously, it did not “desire to have interconnection with Spectra.” Thereafter, GTE Midwest Incorporated continued to provide telecommunications services in some 96 Missouri exchanges.

3. By its *Order Recognizing Adoption of Interconnection Agreement* (Case No. TK-2002-1085, June 27, 2002), this Commission approved Socket Telecom, LLC’s adoption of the AT&T/GTE Agreement, pursuant to an application that was filed on May 20, 2002. “Socket stated that it had notified GTE Midwest Incorporated d/b/a Verizon that it desired to adopt the terms of the interconnection agreement between Verizon and AT&T of the Southwest, Inc. This agreement was approved by the Commission in case number TO-97-63.” (*Order*, Case No. TK-2002-1085, p. 1). At the time Socket adopted

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<sup>2</sup> “I. Interconnection Agreements.

Spectra agrees to make every effort to negotiate new interconnection agreements with all competitive local exchange companies (“CLECs”) who currently have interconnection agreements with GTE and who desire to have interconnection with Spectra. Where it is feasible, Spectra will enter into agreements which have the same rates, terms and conditions as those agreements previously negotiated with GTE. There will, necessarily, be some differences in these agreements because of the different methods of interfacing between GTE and Spectra. If Spectra and any CLEC are unable to agree on the terms of these agreements, Spectra agrees to submit any disputes to the Commission for resolution. In those situations where the CLEC is already providing service in an exchange to be transferred, Spectra agrees to cooperate with the CLEC in requesting expedited approval of these new interconnection agreements from the Missouri Public Service Commission.” Page 5, Attachment 1, Report and Order, Case No. TM-2000-182.

the AT&T/GTE Agreement, that agreement applied to the 96 exchanges still owned and operated by GTE Midwest Incorporated, *supra*, ¶ 2 above. That AT&T/GTE Agreement did not apply to service in the exchanges owned and operated by Spectra. Nor did any other AT&T agreement apply to service in the exchanges owned and operated by Spectra. In fact, AT&T had long since decided not to enter into an interconnection agreement with Spectra.

4. On May 21, 2002, the Commission authorized CenturyTel of Missouri, LLC to acquire the remaining exchanges of GTE Midwest Incorporated d/b/a Verizon Midwest. (Report and Order, Case No. TM-2002-232, Issued May 21, 2002, Effective May 31, 2002). Section 6.B of the Nonunanimous Stipulation and Agreement filed in that proceeding addressed “Interconnection Agreements” and the respective responsibilities of both CenturyTel of Missouri, LLC, and CLECs who currently had interconnection agreements with Verizon.

5. Accordingly, CenturyTel of Missouri, LLC has recognized Socket’s 2002 adoption of the underlying AT&T/GTE Agreement. However, Socket has chosen not to negotiate an interconnection agreement with Spectra, nor has it attempted to adopt an existing Spectra interconnection agreement to date. To now attempt to “bootstrap” a year-2002 notice of adoption with GTE to Spectra, on the basis that Spectra filed a “CenturyTel” d/b/a in 2001 and both Spectra and CenturyTel are members of the same “corporate family,”<sup>3</sup> is disingenuous at best. Spectra has not conducted business with Socket pursuant to the AT&T/GTE Agreement, except for a recent mistaken occurrence in 2004, and has so notified Socket. Clearly, there is no basis for this Commission to “confirm” a non-existent adoption of an interconnection agreement as requested by

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<sup>3</sup> Confirmation of Adoption of Interconnection Agreement, Par. 3, page 2.

Socket herein. Nor can this Commission now allow Socket to adopt and apply the terms of the AT&T/GTE Agreement to Spectra, over four years after Spectra acquired Missouri properties from GTE. Such action would be in plain contravention of 47 USC 252(i) and 47 CFR 51.809.<sup>4</sup> As noted above, there are existing interconnection agreements with CLECs to which Spectra is a party, that Socket could opt into. To date, however, Socket simply has chosen not to do so.

WHEREFORE, Spectra Communications Group, LLC d/b/a CenturyTel and CenturyTel of Missouri, LLC move that the Commission reject Socket's confirmation and/or notice of adoption of interconnection agreement by summary determination on the pleadings herein; in the alternative, Spectra and CenturyTel request a hearing in this matter.

Respectfully submitted,

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<sup>4</sup> 47 USC 252(i)

(i) Availability to other telecommunications carriers

A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section **to which it is a party** to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement. (Emphasis added).

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 7th day of October, 2004, to:

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