

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

In the Matter of CenturyTel of Missouri, LLC)	
dba CenturyTel and Spectra Communications)	Case No.
Group, LLC dba CenturyTel Tariff Filings to)	
Impose Retail Emergency Telephone Service 911)	Tariff Nos. JI-2006-0152
Tariff Provisions upon CLEC Competitors.)	JI-2006-0153

SOCKET TELECOM, LLC’S
MOTION TO SUSPEND OR REJECT PROPOSED TARIFF SHEETS

COMES NOW Socket Telecom, LLC (“Socket”), pursuant to Sections 392.200, 392.220, 392.230, and 392.240 R.S.Mo., 47 USC 251 and 252, and 4 CSR 240-2.065, 240-3.513, 240-3.545, and 240-36 and moves the Commission to suspend or reject the proposed tariff sheets filed by CenturyTel of Missouri, LLC dba CenturyTel and Spectra Communications Group, LLC dba CenturyTel (“CenturyTel”) under tracking numbers JI-2006-0152 and JI-2006-0153, on or about August 31, 2005 (copies of the tariff filings are attached per 4 CSR 240-2.065(3) and incorporated herein by reference). In support of its motion, Socket states:

1. Socket is a certificated competitive local exchange company in the State of Missouri, certificated to provide service in the CenturyTel service territory and other parts of the state. Socket is a Missouri limited liability company in good standing with its principal place of business located at 1005 Cherry Street, Suite 104, Columbia, Missouri 65201, and it can be reached as follows: telephone - 573-257-6200, Fax Number: 573-256-6201, e-mail: rmkohly@sockettelecom.net. A certificate of good standing from the Missouri Secretary of State

is filed herewith. Socket does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action has occurred within three years of the date hereof. Socket has no overdue annual report or assessment fees.

2. All communications and pleadings in this case should be directed to:

Carl J. Lumley
Leland B. Curtis
Curtis, Heinz, Garrett & O'Keefe, PC
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Notices, correspondence, communications, orders, decisions, and other papers may be served upon Socket's attorneys and such service shall be deemed to be service upon Socket in this matter.

3. CenturyTel of Missouri, LLC d/b/a CenturyTel is a limited liability company organized and existing under the laws of the State of Louisiana and authorized to conduct business in the State of Missouri. It is a public utility subject to the jurisdiction of the Commission and provides telecommunications services in its service areas within the State of Missouri under authority granted and tariffs approved by the Commission. It is an incumbent local exchange carrier as defined in Section 251(h) of the Telecommunications Act of 1996 and a noncompetitive large local exchange carrier as defined in Sections 386.020, 392.361, and 392.245 R.S.Mo. It has offices at 625 Cherry Street, Columbia, Missouri 65201.

4. Spectra Communication Group, LLC d/b/a CenturyTel is a limited liability company organized and existing under the laws of the State of Delaware and authorized to

conduct business in the State of Missouri. It is a public utility subject to the jurisdiction of the Commission and provides telecommunications services in its service areas within the State of Missouri under authority granted and tariffs approved by the Commission. It is an incumbent local exchange carrier as defined in Section 251(h) of the Telecommunications Act of 1996 and a noncompetitive large local exchange carrier as defined in Sections 386.020, 392.361, and 392.245 R.S.Mo. It has offices at 625 Cherry Street, Columbia, Missouri 65201.

5. On or about August 31, 2005, CenturyTel filed proposed tariff sheets to add language to the Emergency Telephone Service 911 section of its retail PSC Mo. Tariff No. 1 General and Local Exchange Tariff in an unlawful and unreasonable attempt to impose the provisions thereof upon CLEC competitors that are its wholesale customers under interconnection agreements. The tariff filings state a proposed effective date of September 30, 2005.

6. The Commission should reject, or alternatively suspend and investigate CenturyTel's proposed tariff sheets, because these proposed tariff sheets are unreasonable, unjust and illegal.

7. The proposed tariff sheets seek to extend the application of CenturyTel's retail Private Switch 911 Service to CLECs that are its competitors and wholesale customers by adding a single footnote applicable to the definitions of "Private Switch (PS)", "Private Switch ALI Service Trunk", "Private Switch End User (PSEU)", "Private Switch Provider (PSPP or PS Provider)" and "PS ALI Entry Interface Service". The Private Switch 911 Service "enables either automatic number identification (ANI) or ANI and Automatic Location Identification (ALI) to be provided to a Public Safety Answering Point (PSAP) by 911 calls originating from Direct Inward Dial (DID) station lines assigned a Directory Number that is directly accessible to the

Public Switched Network and served by a Private Switch." (Tariff Original Sheet 49.1). The eleven tariff pages that govern this service (49.1-49.9, and 52.4-52.5) all concern the relationship between CenturyTel and a retail customer that uses a private telephone switch. The definition of a "Private Switch (PS)" is located on tariff page 32.1 and states: "A private telephone switch serving a particular organization or business usually located on a Customer's¹ premises. The PS is connected by a common group of trunks to one or more Telephone Company central offices to provide Public Switched Network services to a number of station lines. A Private Switch can be a PBX or PABX." The definition of "Private Switch ALI Service Trunk" describes a trunk that routes 911 calls from a private switch to a PSAP. A PSEU is defined as an end user with a station served by a private switch. A PS Provider provides a station to the end user through a private switch. The "Interface Service" "establishes a telecommunications port accessible from the public switched network on the Company's PS ALI Gateway to receive PSEU records from a third party private switch database service and processing these records in the same manner as for the Company's PS ALI Entry software customer". (Copies of these tariff pages are attached hereto and incorporated herein by reference).

8. The service and the tariff pages are retail in nature and have nothing to do with the wholesale relationship between CenturyTel and its CLEC competitors. Nonetheless, instead of properly relying upon its interconnection agreements with CLECs, CenturyTel seeks to unilaterally impose its retail offering upon CLECs that are its competitors and wholesale customers. And it seeks to do so in the unusual and awkward manner of simply adding a single footnote to all the aforementioned definitions that says "In addition to third parties who provide the service utilizing private telephone switches, Private Switch (PS) terms, conditions, and rates

¹ The tariff defines "Customer" as a "governmental unit or other entity authorized to provide 911 service", but it would appear that CenturyTel inadvertently capitalized the word and meant to refer to an end user customer in this

apply to any third party, including public switch providers, utilizing the service." CenturyTel would leave all the remaining provisions of its tariff "as is" notwithstanding the substantial differences between private switch users and CLECs.

9. While Socket does not believe that CenturyTel's proposed tariff changes would lawfully apply to it, Socket is nonetheless certain that CenturyTel intends to try to impose its tariff upon Socket. Indeed, CenturyTel improperly attempted to bill Socket out of its tariff even before filing the proposed changes.

10. As a CLEC, Socket obtains wholesale services from CenturyTel pursuant to interconnection agreement, including interconnection services that enable Socket to enable its customers to make 911 calls. Section 37.10 et seq. of the applicable adopted AT&T/GTE interconnection agreement governs 911/E911 arrangements between the companies. Section 37.10 does not allow these terms and conditions to be supplemented by tariff. Further, section 9.2 of the agreement provides that "each Party shall be exempt from any tariff change filed by the other Party during the term of this Agreement if such change conflicts with a price or other term of this Agreement, except to the extent that this Agreement makes the tariff item being changed determinative of such price or such other term, in which case the changed tariff shall apply prospectively". Appendix 7 of Attachment 14 of the agreement indicates that prices for E911/911 are "TBD". Section 6 of Attachment 14 establishes a specific mutual dispute resolution process to establish such prices, including interim prices, and does not allow for the use of unilateral tariff changes. (Copies of the pertinent pages from the interconnection agreement are attached hereto and incorporated herein by this reference). Socket offered to discuss these matters with CenturyTel to resolve problems Socket has experienced with

instance.

CenturyTel's 911 systems and to establish interim and/or final rates, but CenturyTel instead submitted its proposed unilateral tariff changes without any notice to Socket.

11. The provisions of Socket's interconnection agreement regarding 911 are consistent with applicable federal law, which require that such arrangements between ILECs and CLECs be covered by interconnection agreements. See 47 USC 251(a) and (c), 252 and 271(c)(2)(B)(vii). The Commission recently recognized these requirements of law when it rejected SBC's attempt to use tariffs to control wholesale 911 relationships. See Arbitration Order, p. 37-40 Case No. TO-2005-0336 (July 11, 2005).

12. The provisions of Socket's interconnection agreement regarding 911 are also consistent with Commission regulations, which require ILECs to establish procedures by which CLECs can transmit subscriber records to the E911 database. See 4 CSR 240-34.030.

13. CenturyTel's proposed tariffs violate the aforesaid provisions of federal and state law by attempting to convert wholesale 911 arrangements under interconnection agreements into retail relationships under tariff. The proposed tariffs also violate these provisions of federal law by attempting to impose retail rates rather than cost-based rates. In Case No. TO-2005-0336 the Commission determined that "911 facilities are interconnection facilities under both state and federal law and CLECs are therefore entitled to lease 911 facilities at cost-based rates." Arbitration Order, p. 38 Case No. TO2005-0336 (July 11, 2005).

14. CenturyTel has violated federal and state law by effectively attempting to amend interconnection agreements unilaterally and not in compliance with sections 251 and 252, and rules 4 CSR 240-3.513 and 4 CSR 240-36. CenturyTel's proposed tariffs are unlawful and unreasonable, in violation of Sections 392.200, 392.220, 392.230, and 392.240 RSMo.

15. Socket requests that the Commission reject the proposed tariff sheets. In the alternative, Socket requests the Commission to suspend the proposed tariff sheets for investigation. CenturyTel's attempt to force retail 911 tariff provisions upon its CLEC competitors violates state and federal law. Further, the terms and conditions of CenturyTel's retail tariff conflict with its interconnection agreements and cannot reasonably be imposed on CLECs by the mere addition of a footnote to several definitions.

WHEREFORE, Socket moves the Commission to reject, or alternatively suspend CenturyTel's proposed tariff filing number JI-2006-0152 and JI-2006-0153 and grant such other and further relief to Socket as the Commission deems necessary and proper.

Respectfully submitted,

CURTIS, HEINZ,
GARRETT & O'KEEFE, P.C.

/s/ Carl J. Lumley

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Certificate of Service

A true and correct copy of the foregoing was served upon the parties identified on the attached service list on this 13th day of September, 2005, by email and/or by placing same in the U.S. Mail, postage paid.

/s/ Carl J. Lumley

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VERIFICATION

I, R. MATTHEW, KOHLY, first being duly sworn, state on my oath that I am over the age of twenty-one years, sound of mind, and an employee of Socket Telecom, LLC. I am authorized to act on behalf of Socket Telecom, LLC, regarding the foregoing document. I have read the foregoing pleading and I am informed and believe that the matters contained therein are true. Further, I hereby confirm that Carl J. Lumley, Leland B. Curtis, and Curtis, Heinz, Garrett & O'Keefe, P.C., 130 S. Bemiston, Suite 200, Clayton, Missouri 63105, are authorized to sign all pleadings and documents necessary to obtain the decision of the Missouri Public Service Commission on the foregoing, and to represent Socket Telecom, LLC in this proceeding.


R. Matthew Kohly

On this 12th day of September, 2005, before me, a Notary Public, personally appeared R. Matthew Kohly, and being first duly sworn upon his oath stated that he is over twenty-one years, sound of mind and an employee of Socket Telecom, LLC, he signed the foregoing document as an employee of Socket Telecom, LLC, and the facts contained therein are true and correct according to the best of his information, knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.


Notary Public

My Commission Expires:

JUDITH A. SHIVERDECKER
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
My Commission Expires: February 17, 2006