

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

Complaint of FullTel, Inc., for Enforcement  
Of Interconnection Obligations of CenturyTel  
of Missouri, LLC

FullTel, Inc. Complainant

V.

CenturyTel of Missouri, LLC,

Respondent

Case No. TC-2006-0068

## BRIEF IN SUPPORT OF ENFORCEMENT OF INTERCONNECTION OBLIGATIONS

Andrew M. Klein  
DLA Piper Rudnick Gray Cary US LLP  
1200 Nineteenth Street, NW  
Washington, DC 20036-2412  
(202) 861-3827  
(202) 689-8435 (fax)  
Andrew.Klein@DLAPiper.com

Mark W. Comley  
Newman, Comley & Ruth P.C.  
601 Monroe Street  
Jefferson City, MO 65101  
Tel. (573) 634-2266  
Fax (573) 636-3306  
comleym@ncrpc.com

Counsel to FullTel, Inc.

Dated: November 4, 2005

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In order for customers to have competitive choice, new entrants must be able to interconnect with incumbents such as CenturyTel of Missouri (“CenturyTel”). When new entrants are denied lawful interconnection, it is the responsibility of the Commission to ensure that laws providing for competitive choice are duly followed. Thus, while incumbents such as CenturyTel may fabricate an array of defenses to keep competitors from competing for customers, the Commission has the ability to cut through such ruses and to provide its citizens with competitive choice.

In this instance, FullTel is (or at least desires to be) a new entrant into the Southwest Missouri market. FullTel seeks to compete with CenturyTel and its ISP affiliate, CenturyTel.net, for the provision of broadband and voice services. FullTel’s efforts to date have, however, been thwarted by CenturyTel’s anticompetitive actions, and FullTel was therefore forced to bring this action in order to compel CenturyTel to provide interconnection as required by applicable law and the terms of the parties’ approved interconnection agreement.

FullTel’s request is quite simple: it seeks to establish a single point of interconnection in Branson in order to provide service to several nearby communities, all within the same LATA.

The method of interconnection is collocation, in CenturyTel's own Branson office. Commission staff have already concluded that "federal rules and [Commission precedent] . . . indicate FullTel can establish one POI within CenturyTel's service territory."<sup>1</sup> FCC rules specify that "technically feasible methods of obtaining interconnection . . . include . . . physical collocation and virtual collocation."<sup>2</sup> Thus, FullTel has the right to establish the interconnection it has requested. FullTel now seeks an order from the Commission ensuring that it has the ability to exercise that lawful right.

CenturyTel has forced delay, delay and more delay upon FullTel, apparently hoping that FullTel's ability to offer a competitive alternative will be diminished or eliminated entirely. First CenturyTel delayed FullTel's lawful adoption of an interconnection agreement, then it delayed the interconnection planning meeting, after which CenturyTel delayed FullTel's collocation installation, and thereafter it forced this ongoing delay in establishing the actual interconnection of the networks.

After FullTel's lawful adoption of a valid interconnection agreement was denied by CenturyTel last year, FullTel sought the Commission's intervention. The Commission appropriately determined that CenturyTel could not thwart such adoption, and confirmed FullTel's right to interconnect with CenturyTel pursuant to that agreement.<sup>3</sup> The Joint Stipulation of Fact filed by the parties confirms that "the Interconnection Agreement is currently in effect between the parties."<sup>4</sup>

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<sup>1</sup> Missouri PSC Staff Report, dated September 13, 2005, at page 8.

<sup>2</sup> 47 CFR §51.321(b).

<sup>3</sup> Order in Case No. CK-2002-1146.

<sup>4</sup> Joint Stipulation of Fact, dated November 3, 2005, at page 2. A copy of the Interconnection Agreement is attached to the Stipulation as Exhibit 1.

After investing significant time and money to obtain the Commission's Order approving the agreement, FullTel believed that it would finally be able to interconnect and compete for customers in Southwest Missouri. After all, the interconnection agreement and applicable law were quite clear in providing FullTel the right to lawful interconnection as it has sought from CenturyTel.

Unfortunately, CenturyTel had other ideas. After it failed to block FullTel's agreement from becoming effective (even on rehearing), CenturyTel denied FullTel the right to collocate. In early April, 2005, FullTel informed CenturyTel that FullTel intended to collocate with CenturyTel at the Branson central office, and that this collocation would serve as FullTel's single point of interconnection. CenturyTel repeatedly denied that collocation request.<sup>5</sup> Once the unlawful nature of CenturyTel's actions was made clear to CenturyTel (with copies to Commission staff), CenturyTel relented. FullTel again believed it would be able to – finally – interconnect and compete.

Once again, however, CenturyTel denied FullTel the ability to compete. This time, CenturyTel denied FullTel the right to interconnect its network and exchange traffic between the two companies' customers on lawful terms. Ignoring both applicable law and the effective Interconnection Agreement, CenturyTel asserted that the traffic to be exchanged would somehow fall outside of the Interconnection Agreement. FullTel responded that, regardless of

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<sup>5</sup> While CenturyTel asserted an ostensible lack of space, it failed to comply with applicable law, which requires incumbent LECs to "provide for physical collocation of equipment necessary for interconnection . . . at the incumbent LEC's premises" unless it "demonstrates to the state commission that physical collocation is not practical for technical reasons or because of space limitations." The Rule goes on to require that "in such cases, the incumbent LEC shall be required to provide virtual collocation, except at points where the incumbent LEC proves to the state commission that virtual collocation is not technically feasible." CenturyTel did not attempt any of these demonstrations of proof to the Commission. Indeed, even when FullTel pointed out to CenturyTel that it would utilize virtual collocation – since it needed to collocate only a single DSX panel that would occupy less than 10% of the space on a rack, and has no power requirement – CenturyTel remained defiant.

CenturyTel's characterization of the traffic, such traffic is specifically covered by and subject to the terms of the Interconnection Agreement, must be exchanged in accordance with applicable law, and that FullTel therefore has the right to interconnect and exchange such traffic through a single POI.<sup>6</sup>

Thus, the instant Complaint represents little more than the most recent installment of FullTel's attempt to overcome an unlawful CenturyTel delay tactic. FullTel therefore requests that the Commission kindly review the very straightforward terms of the parties' interconnection agreement, consider the clarity of applicable law, evaluate the need for competitive choice in Southwestern Missouri, and apply the resulting principles in determining that FullTel may interconnect and exchange traffic on the lawful terms it has proposed.<sup>7</sup>

### **ISSUES**

There are two straightforward issues for the Commission's consideration: the right to interconnect and the ability to exchange traffic on lawful terms. Each is fully and easily resolvable with reference to the parties' interconnection agreement and key rules and decisions. It has become apparent, from CenturyTel's pleadings and correspondence, that CenturyTel refuses to acknowledge that (1) that the parties' interconnection agreement says what it says, and (2) FCC Orders and federal court decisions have – long ago – resolved these very issues.<sup>8</sup> In

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<sup>6</sup> See, e.g., Joint Stipulation of Fact, at pages 3-4.

<sup>7</sup> As indicated by the Joint Stipulation of Fact, submitted herewith, there are no factual issues presented for resolution – only these legal and policy issues (and, as noted herein, there is not much room for reasoned debate there either).

<sup>8</sup> Furthermore, CenturyTel's arguments that some of these issues may be under review by the FCC now or in the future is certainly no justification for disregarding current FCC holdings. Indeed, how would one know that CenturyTel would abide by these future rulings since it so clearly refuses to abide by those currently in effect? Quite to the contrary, it would be reasonable to assume that CenturyTel would disregard future FCC rulings that it does not like as well.

other words, CenturyTel continues to fight battles in a war that is already over. Indeed, FullTel proposed submitting this matter on paper since there is no factual dispute and the law on the subject is so clearly settled.

**A. RESPONDENT MUST INTERCONNECT WITH FULLTEL AT A SINGLE POINT AS REQUIRED BY BOTH THE AGREEMENT AND APPLICABLE LAW**

1. CenturyTel has failed to meet its obligation to interconnect with FullTel. Under the terms of the parties' Interconnection Agreement, and applicable law, CenturyTel must permit FullTel to interconnect its network for the exchange of traffic. Similarly, under both the Interconnection Agreement and applicable law, FullTel has the right to effectuate that interconnection through one point in each LATA.<sup>9</sup> CenturyTel's failure to meet these obligations and honor FullTel's right – by refusing to establish interconnection and demanding the establishment of multiple POIs – is therefore illegal and improper.<sup>10</sup>

2. The parties' Interconnection Agreement requires CenturyTel to interconnect with FullTel and to do so at a single POI. Indeed, the Interconnection Agreement specifically states that each party shall:

- a. “provide to the other Party, in accordance with this Interconnection Agreement and Applicable Law, interconnection with the Providing Party's network for the

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<sup>9</sup> Ignoring the terms of the Interconnection Agreement and applicable law, CenturyTel has denied lawful interconnection and has instead sought to force FullTel to pay much higher access rates and establish multiple interconnection points. Refusing to concede this long-settled issue, CenturyTel stubbornly asserts that the calls to be exchanged over the interconnection arrangement to be established are interexchange access. This legally unsupportable position also ignores the fact that FullTel will be serving customers within CenturyTel's service territory, and that the interconnection point will likewise be within that territory. FullTel will thus be interconnecting and exchanging traffic with CenturyTel within CenturyTel's territory, not in some other territory or LATA as CenturyTel intimates.

<sup>10</sup> In addition to violations of other applicable law, CenturyTel's actions are violative of Section 386.390 RSMo 2000, in that CenturyTel has failed to abide by the terms of an interconnection agreement approved by an order of this Commission. See Interconnection Agreement Approval Orders.

transmission and routing of Telephone Exchange Service and Exchange Access,”  
and

- b. “provide interconnection of their networks at any technically feasible point (the Point of Interconnection or “POI”).”<sup>11</sup>

3. As noted above, CenturyTel fought extremely hard to block FullTel’s adoption of the Interconnection Agreement and FullTel’s entry into CenturyTel’s incumbent territory. While the Commission already rejected CenturyTel’s anticompetitive actions in that regard, by approving the Interconnection Agreement, CenturyTel has failed to honor these fundamental requirements. CenturyTel’s actions therefore constitute a failure to comply with an order of this Commission.

4. In addition to the explicit terms of the parties’ Interconnection Agreement, applicable law confirms that FullTel is entitled to interconnect with CenturyTel through the establishment of a single POI in the LATA. In a recent interconnection arbitration, for example, the FCC determined that competitive carriers may choose to interconnect at a single point per LATA, specifically rejecting the ILEC’s contrary position (*i.e.*, the same position CenturyTel continues to assert).<sup>12</sup>

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<sup>11</sup> Interconnection Agreement, at page 54.

<sup>12</sup> *Petitions of WorldCom, Inc., Cox Virginia Telecom, Inc., and AT&T Communications of Virginia, Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc., and for Arbitration*, [Consolidated] Memorandum Opinion and Order, CC Docket Nos. 00-218, 00-249 and 00-251, July 17, 2002 (“FCC Arbitration Order”)

5. Federal courts have recognized the FCC’s holding – and have firmly established the principle that a new entrant need establish only one POI in each LATA.<sup>13</sup> In *MCImetro*, for example, the federal Court of Appeals held unequivocally that “an incumbent must allow a CLEC to select any point of interconnection (POI) with the incumbent's network that is “technically feasible.”<sup>14</sup> In fact, the *MCI metro* court addressed the specific issue most relevant here: whether the ILEC could charge MCI “for the cost of transporting local calls originating on [the ILEC’s] network to MCI's chosen POI, when that POI happens to be outside of the local calling area where the call originated.”<sup>15</sup>

6. “In exercising its right under § 251(c)(2)(B) to designate a technically feasible POI, MCI decided to interconnect with [the ILEC’s] network at **only one point** in the North Carolina local access and transport area (LATA)[.]” “Therefore, all traffic between MCI and BellSouth customers must pass through that **one POI**, regardless of the locations of the two customers.”<sup>16</sup>

7. The legal implications were, conveniently, elucidated by the Court of Appeals. “This arrangement means, for example, that when [an ILEC] customer wants to call her neighbor, an MCI customer, [the ILEC] must transport that call through MCI's one POI, even though that POI might be hundreds of miles away.”<sup>17</sup>

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<sup>13</sup> See, e.g., *MCImetro Access Transmission Services v. BellSouth Telecommunications and North Carolina PUC*, 352 F.3d 872 (2003) (“*MCImetro*”); *MCI Telecommunications Corp. v. Bell Atlantic-Pennsylvania*, 24 CR 1336, (3rd Cir. Nov. 2, 2001). See also 47 U.S.C. § 251(c)(2).

<sup>14</sup> *MCImetro*, 352 F.3d at 875 (citing 47 U.S.C. § 251(c)(2)(B)).

<sup>15</sup> *Id.*, at 876.

<sup>16</sup> *Id.*, at 877 (*emphasis added*).

<sup>17</sup> *Id.*, at 877.

8. In a similar fashion, the Fifth Circuit Court of Appeals concluded that “an ILEC must provide a CLEC with interconnection within its network at ‘any technically feasible point.’”<sup>18</sup> Indeed, the Court of Appeals cited the FCC Arbitration Order, stating that the FCC confirms that “(1) a CLEC is permitted to choose to interconnect with ILECs at any technically feasible point, *including a single-LATA POI*, and (2) an ILEC is prohibited from imposing charges for delivering its local traffic to a POI outside the ILEC’s local calling area.”<sup>19</sup>

9. In fact, the Texas PUC itself asked the federal court to remand the case back to the PUC, in light of the commission’s admittedly erroneous holding limiting the right of the CLEC to select a single POI.<sup>20</sup> In affirming the district court’s grant of summary judgment to the CLEC (“declaring that the Act gives [the CLEC] the right to select any technically feasible location for a POI”),<sup>21</sup> the Court of Appeals clarified that transport costs are governed by the FCC’s reciprocal compensation rules rather than the interconnection provisions of sections 251 and 252.<sup>22</sup>

10. Missouri PSC Staff concurs, concluding appropriately that “federal rules and [Commission precedent] . . . indicate FullTel can establish one POI within CenturyTel’s service territory.”<sup>23</sup> Staff, in fact, reaches its conclusion based on these specific facts, and under the assumption that the single POI is technically feasible. Since interconnection through collocation

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<sup>18</sup> *Southwestern Bell Telephone Co. v. Public Utilities Commission of Texas, et al.*, 348 F.3d 482 (5th Cir.2003) (citing 47 U.S.C. §251(c)(2), and *AT&T v. Iowa Utilities Board*, 525 U.S. 366) (“*Southwestern Bell*”).

<sup>19</sup> *Id.*, at 485 (*emphasis added*).

<sup>20</sup> The Texas PUC recognized the error of its ways following release of the FCC Arbitration Order, *supra*.

<sup>21</sup> *Southwestern Bell* at 485.

<sup>22</sup> *Southwestern Bell*, at 487.

<sup>23</sup> Staff’s Report, dated September 13, 2005, at page 8.

is undoubtedly technically feasible [it is in the Telecom Act itself, at 251(c)(6)], this has not even been raised by CenturyTel as an issue.

11. One of the critical points that CenturyTel continues to ignore relates to the separation of the physical interconnection of the networks from the compensation for the traffic that will flow over such interconnection. It is fundamental that local exchange carriers must provide interconnection with their networks<sup>24</sup> and that the parties will then compensate one another for the traffic exchanged over such interconnection. CenturyTel must interconnect with FullTel, and bring traffic originating from CenturyTel customers – the service for which CenturyTel bills its customers – to the POI. Following the establishment of such interconnection, the parties will then, as discussed below, exchange traffic and provide appropriate compensation.

**B. CENTURYTEL MUST EXCHANGE RECIPROCAL COMPENSATION TRAFFIC AND ISP-BOUND TRAFFIC IN ACCORDANCE WITH THE AGREEMENT AND APPLICABLE LAW**

12. The Commission has previously held that “each party must be financially responsible for its outgoing traffic.”<sup>25</sup> On these specific facts and in consideration of current law and the parties’ interconnection agreement, PSC staff have appropriately determined that “each party is financially responsible for its outgoing traffic.”<sup>26</sup> CenturyTel’s attempt to shift to FullTel the cost to transport CenturyTel’s own customers’ traffic must therefore be rejected.

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<sup>24</sup> See, e.g., *MCImetro* at page 875 (“Congress required incumbent LECs to “interconnect” their networks with the new networks constructed by the new entrants, known as competing LECs”); 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305; Interconnection Agreement pages 54-79 (Interconnection Attachment).

<sup>25</sup> Staff’s Report, at page 7, *citing* M2A Order.

<sup>26</sup> *Id.*, at page 8.

13. The parties' Agreement and current law – not CenturyTel's self-serving view of either – must determine the manner in which the parties will exchange traffic. Illustrative of the absurdity of CenturyTel's position is its assertion that FullTel should not be permitted to "utilize an interconnection agreement to bypass" exchange access charges.<sup>27</sup> Clearly, such an assertion suffers from two major defects. First, it *is* the interconnection agreement that will determine (along with applicable law) how the parties compensate one another for whatever traffic they pass. Second, CenturyTel provides no citation – legal or otherwise – to support its contention that there is some improper "shifting of the burden of additional costs," rather than simply the appropriate allocation of costs for traffic originating from a carrier's own customers.<sup>28</sup>

14. "A LEC may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC's network."<sup>29</sup> Stated another way, FCC regulations "prohibit an ILEC from assessing 'charges on any other telecommunications carrier for telecommunications traffic that originates on the [ILEC]'s network.'"<sup>30</sup> Thus, CenturyTel's attempt to assess charges on FullTel for CenturyTel's own originating traffic is strictly prohibited by governing FCC regulations.

15. CenturyTel's attempts to skirt such clear legal provisions by focusing on the location of the POI or nature of the traffic are entirely unavailing.<sup>31</sup> As an initial matter, the Fifth Circuit Court of Appeals and the FCC Arbitration Order confirm that "(1) a CLEC is permitted

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<sup>27</sup> Respondent CenturyTel's Answer, at page 2.

<sup>28</sup> See, e.g., Answer at page 2, for the cost-shifting allegation with no support (other than, presumably, CenturyTel's own preferred view of the issue).

<sup>29</sup> 47 CFR §51.703(b).

<sup>30</sup> *Southwestern Bell* at 487.

<sup>31</sup> See, e.g., *MCImetro*, 352 F.3d at 878, where the federal Court of Appeals rejected an identical ILEC argument ("BellSouth's attempts to evade the unambiguous language of Rule 703(b) are ultimately unavailing.").

to choose to interconnect with ILECs at any technically feasible point, including a single-LATA POI, and (2) an *ILEC is prohibited from imposing charges for delivering its local traffic to a POI outside the ILEC's local calling area.*<sup>32</sup> “In sum, we are left with an unambiguous rule, the legality of which is unchallenged, that prohibits the charge that [the ILEC] seeks to impose. Rule 703(b) is unequivocal in prohibiting LECs from levying charges for traffic originating on their own networks, and, by its own terms, admits of no exceptions.”<sup>33</sup>

16. The nature of the traffic is also an irrelevancy, since the FCC’s Internet Order addressed and resolved – over four years ago – the very traffic distinction issue that CenturyTel continues to raise. In that order, the FCC determined that ISP-bound Traffic, since its end point is often distant (*i.e.*, outside the local calling area), will be subject to a compensation scheme distinct from that which applies to Reciprocal Compensation Traffic.<sup>34</sup> FullTel seeks only to exchange traffic pursuant to that Order, the Agreement, and other applicable law.

17. Indeed, the parties’ Interconnection Agreement specifically mandates that Reciprocal Compensation Traffic and ISP-bound Traffic be treated equally, clearly defining and addressing both forms of traffic at issue here:

- a. Reciprocal Compensation Traffic, defined at section 2.83 of the Glossary, and
- b. ISP-bound Traffic, defined at section 2.54 and 2.42.

18. The Interconnection Agreement then explicitly addresses the manner in which the parties will interconnect and exchange both forms of traffic. Contrary to CenturyTel’s position,

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<sup>32</sup> *Southwestern Bell* at 485 (*emphasis added*).

<sup>33</sup> *MCImetro* at 881.

<sup>34</sup> *See, e.g.*, FCC Internet Order at paras. 1-8, 14, and fn. 6. This Order also addresses CenturyTel’s contention that FCC rule 51.305(b) bears on this issue. That FCC rule is intended to prevent IXCs from utilizing local network interconnection solely to originate and terminate long distance traffic. That rule does not affect the parties’ rights and obligations in this context, where they will be exchanging local and ISP-Bound traffic.

the Interconnection Agreement clearly provides that both local and ISP-bound traffic will be treated the same.<sup>35</sup> The parties' Interconnection Agreement unequivocally states that

- a. "[e]ach Party ("Originating Party"), *at its own expense*, shall provide for the delivery to the relevant IP of the other Party ("Receiving Party") *Reciprocal Compensation Traffic and ISP-bound Traffic*,"<sup>36</sup>
- b. "ISP-bound Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC regulations,"<sup>37</sup> and
- c. "the IP of a Party ("Receiving Party") for ISP-bound Traffic delivered to the Receiving Party by the other Party *shall be the same* as the IP of the Receiving Party for Reciprocal Compensation Traffic[.]"<sup>38</sup>

Thus, as is the case with applicable law, the Interconnection Agreement also addresses and unambiguously resolves these issues in FullTel's favor.

19. In light of the foregoing, it cannot be reasonably disputed that CenturyTel must establish a single interconnection point for both reciprocal compensation and ISP-bound traffic, and that FullTel and CenturyTel will compensate one another for the traffic exchanged in accordance with the FCC's Internet Order.

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<sup>35</sup> Missouri PSC Staff conclude that "the ISP-bound traffic provisions of the interconnection agreement are applicable to the instant complaint." Staff's Report, at page 5.

<sup>36</sup> FullTel/CenturyTel Interconnection Agreement, at page 54 (*emphasis added*).

<sup>37</sup> *Id.* At page 67. The "FCC Internet Order" is defined in the Glossary section of the Agreement to be the FCC's Order on Remand in CC Docket Nos. 96-98 and 99-68, FCC 01-131, 16 FCC Rcd 9151, 2001 FCC LEXIS 2340 (adopted April 18, 2001). All other applicable FCC orders and FCC regulations also treat local and ISP-bound traffic the same for IP purposes.

<sup>38</sup> *Id.* at pages 67-68 (*emphasis added*).

### **C. CENTURYTEL MUST IMPLEMENT THE AGREEMENT WITHOUT FURTHER DELAY**

20. As noted above, and in the Joint Stipulation of Fact, CenturyTel has consistently delayed implementation of the Interconnection Agreement – and has as a result successfully blocked FullTel’s entry into the market. CenturyTel refused to schedule implementation meetings, and denied FullTel’s requests for lawful collocation<sup>39</sup> (at least until FullTel notified Commission staff). CenturyTel has, more recently, claimed it lacks facilities for the DS1s requested and has refused to provide APOT information regarding the collocation space. The Interconnection Agreement and applicable law both require that CenturyTel provide sufficient facilities to enable CenturyTel to meet its fundamental obligation to interconnect with FullTel, and deliver CenturyTel-originated traffic to the point of interconnection.<sup>40</sup>

21. In order to interconnect and compete for customers, FullTel must have some level of good faith cooperation from CenturyTel and requests the Commission’s assistance in that regard. Due to the serious delays already encountered, and the specific financial harm faced by FullTel,<sup>41</sup> FullTel appreciates the fact that the Commission has agreed to act expeditiously in considering CenturyTel’s malfeasance.

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<sup>39</sup> See 47 C.F.R. §§ 51.321 and 323, and correspondence attached to the Joint Stipulation of Fact submitted herewith.

<sup>40</sup> See, e.g., 47 U.S.C. § 251(c)(2); 47 C.F.R. § 51.305; Interconnection Agreement pages 54-79 (Interconnection Attachment).

<sup>41</sup> See FullTel filing dated August 16, 2005.

## CONCLUSION

While CenturyTel and CenturyTel.net fight to keep FullTel out of the Southwest Missouri market, the Commission should insist that CenturyTel meet its lawful obligations. Those obligations require that CenturyTel establish interconnection, and exchange both ISP-bound and Reciprocal Compensation traffic through the single point of interconnection in accordance with the parties' Interconnection Agreement and applicable law. Since FullTel has asserted its lawful right to interconnect and exchange traffic, and CenturyTel has no basis to deny such requests, FullTel respectfully request that the Commission compel CenturyTel to provide such interconnection and comply with its obligations without further delay.

Respectfully submitted,

Andrew M. Klein\*  
DLA Piper Rudnick Gray Cary US LLP  
1200 Nineteenth Street, NW  
Washington, DC 20036-2412  
(202) 861-3827  
(202) 689-8435 (fax)  
Andrew.Klein@DLAPiper.com

/s/ Mark W. Comley  
Mark W. Comley #28847  
Newman, Comley & Ruth P.C.  
601 Monroe Street  
Jefferson City, MO 65101  
Tel. (573) 634-2266  
Fax (573) 636-3306  
comley@ncrpc.com

Counsel to FullTel, Inc.

Dated: November 4, 2005

\*Not admitted to practice in the State of Missouri

### Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent via e-mail on this 4th day of November, 2005, to General Counsel's Office at [gencounsel@psc.mo.gov](mailto:gencounsel@psc.mo.gov) ; Office of Public Counsel at [opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov).; and Larry W. Dority at [lwdority@sprintmail.com](mailto:lwdority@sprintmail.com).

/s/ Mark W. Comley