

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

CENTURYTEL OF MISSOURI, LLC,	)	
	)	
	)	
Complainant,	)	CASE NO. IC-2008-0068
	)	
v.	)	
	)	
SOCKET TELECOM, LLC,	)	
	)	
Respondent.	)	

**CENTURYTEL'S ANSWER TO SOCKET'S COUNTERCLAIM**

Pursuant to the Commission's Order Directing Filing and Establishing Deadline to Respond, which was issued on October 12, 2007, CenturyTel of Missouri, LLC ("CenturyTel") files this Answer to Socket's Counterclaim, and respectfully shows the Commission the following:

**Answer**

1. CenturyTel admits the averments in paragraph 1 of the Counterclaim.
2. CenturyTel admits the averments in paragraph 2 of the Counterclaim.
3. CenturyTel admits the averments in paragraph 3 of the Counterclaim.
4. CenturyTel admits the averments in paragraph 4 of the Counterclaim.
5. CenturyTel admits the averments in paragraph 5 of the Counterclaim.
6. CenturyTel admits the averments in paragraph 6 of the Counterclaim.
7. CenturyTel admits the averments in paragraph 7 of the Counterclaim.
8. CenturyTel denies that the Interconnection Agreement provides that the parties will pay each other reciprocal compensation for the mutual exchange of "Local Traffic" as that

term is defined by the agreement. CenturyTel admits that local "ISP Traffic" may be a component of "Local Traffic" to the extent it satisfies the definition of "Local Traffic" incorporated into the Interconnection Agreement. CenturyTel admits that the Interconnection Agreement defines "VNXX Traffic" and that the agreement expressly provides that such traffic shall be exchanged on a "bill and keep" basis. Except for certain typographical errors, CenturyTel admits that Socket has generally quoted and cited correctly the definitions of "Local Traffic," "Section 251(b)(5) Traffic," "ISP Traffic," "VNXX Traffic," and "Bill and Keep" found in the Interconnection Agreement.

9(a). CenturyTel admits that the Interconnection Agreement provides that MCA Traffic will be exchanged on a bill-and-keep basis consistent with prior Commission decisions.

9(b). CenturyTel admits that the Interconnection Agreement provides that VNXX Traffic will be exchanged on a bill-and-keep basis.

9(c). CenturyTel denies the averments in paragraph 9(c) of the Counterclaim, inclusive of associated footnote 5.

9(d). CenturyTel denies the averments in paragraph 9(d) of the Counterclaim.

9(e). CenturyTel admits that Article III, Section 10.2 addresses the reporting of a Percentage of Local Usage ("PLU"). CenturyTel denies that Socket interprets that provision correctly and further denies that the provision is applicable to the instant dispute.

9(f). CenturyTel admits that Article III, Section 10.4 addresses annual audits between the parties. CenturyTel denies that Socket interprets that provision correctly and further denies that the provision is applicable to the instant dispute.

10. CenturyTel admits that, on or about December 6, 2006, Socket began submitting invoices to CenturyTel including charges for reciprocal compensation. Spectra lacks sufficient

knowledge or information to form a belief as to whether the terminating traffic for which Socket has billed Spectra reciprocal compensation actually constitutes Local Traffic under the agreement. CenturyTel admits that, since its initial invoice, Socket has submitted reciprocal compensation invoices to CenturyTel for amounts totaling more than \$100,000. CenturyTel denies the remaining averments in paragraph 10 of the Counterclaim.

11. CenturyTel admits the averments in paragraph 11 of the Counterclaim.

12. CenturyTel denies the averments in paragraph 12 of the Counterclaim.

13. CenturyTel admits that Socket seeks a determination and order from the Commission as described in paragraph 13 of the Counterclaim. CenturyTel admits that there is a real, substantial, and presently-existing controversy between the parties as to whether their Interconnection Agreement applies charges for reciprocal compensation to the Local Traffic they exchange. CenturyTel admits that both parties have a pecuniary interest at stake, and that Socket continues to assert entitlement to additional sums for reciprocal compensation. CenturyTel admits that this controversy is ripe for adjudication. CenturyTel denies that Socket is entitled to any of the relief it requests and denies the remaining averments in paragraph 13 of the Counterclaim.

14. CenturyTel admits that Socket specifically seeks a determination and order as described in paragraphs 14(a) and 14(b) of the Counterclaim. CenturyTel denies that Socket is entitled to any of the relief it requests in paragraph 14 and its prayer for relief. CenturyTel denies the remaining averments in paragraph 14 of the Counterclaim.

#### **Affirmative Defenses**

In further Answer to Socket's Counterclaim and as affirmative defenses, CenturyTel states as follows:

15. Without waiving its specific denials in any manner whatsoever, CenturyTel pleads, in the alternative, that the parties' Interconnection Agreement is ambiguous with respect to the compensation arrangement applicable to the parties' exchange of Section 251(b)(5) Traffic and ISP Traffic (or Local Traffic), and that extrinsic evidence demonstrates the parties' intent to apply bill-and-keep to such traffic.

16. Socket is collaterally and judicially estopped from obtaining its requested declaration for relief by virtue of statements and representations it made to CenturyTel and the Commission in Docket No. TO-2006-0299, and positions it took in that prior proceeding.

17. CenturyTel's payment to Socket on Invoice Nos. 129 and 131 was the result of the parties' mutual mistake.

DATED: November 9, 2007.

Respectfully submitted,

FISCHER & DORITY, P.C.

**/s/ Larry W. DORITY**

---

Larry W. DORITY, #25617  
FISCHER & DORITY, P.C.  
101 Madison, Suite 400  
Jefferson City, Missouri 65101  
Tel.: (573) 636-6758  
Fax: (573) 636-0383  
Email: [lwdority@sprintmail.com](mailto:lwdority@sprintmail.com)

HUGHES & LUCE, LLP

Gavin E. Hill  
Texas State Bar No. 00796756  
1717 Main Street, Suite 2800  
Dallas, Texas 75201  
Tel.: (214) 939-5992  
Fax: (214) 939-5849  
Email: [gavin.hill@hughesluce.com](mailto:gavin.hill@hughesluce.com)

**ATTORNEYS FOR CENTURYTEL OF  
MISSOURI, LLC**

**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 [genccounsel@psc.mo.gov](mailto:genccounsel@psc.mo.gov)), the Office of the Public Counsel (at [opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)), Socket Telecom, LLC (at [rmkohly@sockettelecom.com](mailto:rmkohly@sockettelecom.com)) and counsel for Socket Telecom, LLC (at [clumley@lawfirmemail.com](mailto:clumley@lawfirmemail.com); [lcurtis@lawfirmemail.com](mailto:lcurtis@lawfirmemail.com)) on this 9<sup>th</sup> day of November, 2007.

/s/ **Larry W. Dority**

\_\_\_\_\_  
Larry Dority