

**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)	Case No. TC-2006-0068
)	
v.)	
)	
CenturyTel of Missouri, LLC,)	
)	
Respondent)	

FULLTEL’S RESPONSE TO CENTURYTEL’S MOTION FOR CLARIFICATION

FullTel, Inc. (“FullTel”)¹ respectfully requests that the Commission deny CenturyTel’s absurd “Motion for Clarification.” Should the Commission issue any clarification at all, FullTel requests that it do so only to remind CenturyTel that it must interconnect and exchange traffic with FullTel on the terms requested by FullTel,² in accordance with the Commission’s Report and Order issued June 15, 2006.

The Report and Order is entirely lawful, just and reasonable, was based on a comprehensive record (that included an evidentiary hearing), and is in the public interest. CenturyTel sets forth absolutely no basis to seek rehearing or reversal, which is what its mislabeled motion actually seeks.

¹ FullTel files this response, by and through the undersigned counsel, in accordance with the Missouri Public Service Commission’s Order Inviting Response, dated June 26, 2006, to the “Motion for Clarification” filed by CenturyTel of Missouri, LLC (“CenturyTel”) on June 23, 2006.

² See, e.g., Complaint For Enforcement of Interconnection Obligations, filed August 8, 2005.

If there were not actual companies being harmed, and lots of money being wasted, CenturyTel's antics might actually be considered humorous. But CenturyTel's tactics are far from amusing. They are, instead, causing real harm to companies like FullTel, and real damage to any prospects for competition in Southwest Missouri.

CenturyTel's "interpretations" of the Commission's Order disfigure the Commission's holdings beyond all recognition. First, the distinction attempted by CenturyTel in paragraph one of its motion is simply non-existent. CenturyTel did refuse, as the Commission stated, to implement the requested interconnection based on CenturyTel's erroneous depiction of the ISP-bound traffic as "access." Furthermore, it was CenturyTel itself – not any legislature or commission – that improperly labeled FullTel's traffic as access, and then refused to exchange it under the interconnection agreement.³ Commission staff concluded, and testified, that CenturyTel violated the parties' interconnection agreement.⁴

The Commission has now determined that CenturyTel must honor the Agreement, which clearly requires the exchange of the FullTel traffic in accordance with its provisions and pursuant to the established terms, and applicable law. The Commission duly considered and wisely

³ The Commission approved and then confirmed FullTel's adoption of the interconnection agreement with CenturyTel ("Agreement"), by Orders dated December 21, 2004 and February 22, 2005. The explicit terms of the Agreement reject the very distinctions attempted by CenturyTel. The Agreement, for example, references two forms of traffic: (1) Reciprocal Compensation Traffic, defined at section 2.83 of the Glossary, and (2) ISP-bound Traffic, defined at sections 2.54 and 2.42. The Agreement then addresses the manner in which the parties will interconnect and exchange both forms of traffic. Indeed, the Agreement states that both local and ISP-bound traffic will be treated the same, specifying at page 54 that "[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*["] (*emphasis added*) The Agreement further states, at page 67, that "ISP-bound Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC regulations" (which treat local and ISP-bound traffic the same for IP purposes). Finally, at page 68, the Agreement reiterates that "[t]he 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[.]"

⁴ Transcript of Hearing, March 10, 2006 at page 248.

rejected CenturyTel's arguments on this point, and thus no further clarification is necessary. CenturyTel's transparent attempt to reargue the issue is baseless and must be denied.

Furthermore, the Commission had already concluded, prior to this case, that "each party must be financially responsible for its outgoing traffic."⁵ Then, on these specific facts and in consideration of current law and the terms of the parties' Agreement, Commission staff appropriately determined that "each party is financially responsible for its outgoing traffic."⁶ CenturyTel's groundless (and illegal) attempt to shift to FullTel the cost to transport CenturyTel's own customers' traffic has now been rightfully rejected. There is nothing left to argue, and the holding should remain undisturbed.

CenturyTel is, however, by its motion trying to re-write the Commission's Order, and reverse the fundamental outcome. The Commission can thwart this unseemly effort by simply denying what is essentially an unfounded petition for reconsideration or reversal.

In several instances, CenturyTel makes the disingenuous assertion that it will comply with the "its understanding [or "its interpretation"] of what the Commission's Order requires." (see, e.g., paras. 4, 5, 6) The Commission should not stand for this.

CenturyTel's "interpretation" of its obligation to interconnect and exchange traffic (para. 5), for example, is flatly inconsistent with the actual Order, and is nothing more than a restatement of CenturyTel's position going into this complaint proceeding one year ago. To the extent that the Commission entertains any thoughts of clarification, it must only be to re-clarify that CenturyTel's position is unlawful and inconsistent with both applicable law and the terms of the parties' interconnection agreement, as noted above.

⁵ Staff's Report, at page 7, *citing* M2A Order.

⁶ *Id.*, at page 8.

Finally, CenturyTel seeks reconsideration (through “clarification”) of the conclusion that FullTel may interconnect its network at a single point (in Branson). Again, CenturyTel’s argument that it “understands” the Order to mean one thing is utterly inconsistent with the Commission’s actual holding. The point was argued, considered, and properly decided, in accordance with the law and the terms of the Agreement. The Commission should, respectfully, direct CenturyTel to stop litigating and start interconnecting.

Respectfully submitted,

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Dated: June 29, 2006

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 29th day of June, 2006, to General Counsel’s Office at gencounsel@psc.state.mo.us; Office of Public Counsel at opcservice@ded.state.mo.us; and to Larry W. Dority at ldority@sprintmail.com.

/s/ Mark W. Comley