

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

CenturyTel of Missouri, LLC, et al)	
)	
Complainants,)	Case No. IC-2008-0068
)	
vs.)	
)	
Socket Telecom, LLC)	
)	
Respondent.)	

SOCKET TELECOM’S RESPONSE TO CENTURYTEL’S MOTION FOR SUMMARY DETERMINATION AND SOCKET TELECOM’S CROSS MOTION FOR SUMMARY DETERMINATION

COMES NOW Socket Telecom, LLC (“Socket”) pursuant to 4 CSR 240-2.117 and submits its Response to CenturyTel’s¹ Motion for Summary Determination²; further Socket submits its Cross Motion for Summary Determination pursuant to 4 CSR 240-2.117.

As demonstrated herein, in the attached affidavits of Matt Kohly and Bill Magness and supporting documents, and in the accompanying Legal Memorandum, the Commission should not only deny CenturyTel’s Motion for Summary Determination, but should also, based on the facts and law presented, grant summary determination in favor of Socket. For all the reasons stated herein and in the accompanying Legal Memorandum, Socket hereby moves the Commission to summarily rule that:

(a) the Interconnection Agreements at issue apply reciprocal compensation charges to the parties' exchange of Local Traffic (including Section 251(b)(5) Traffic and local ISP Traffic), and that Socket is entitled to receive reciprocal compensation payments from CenturyTel for

¹ “CenturyTel” refers to both CenturyTel of Missouri, LLC and Spectra Communications Group, LLC.

² CenturyTel and Spectra’s Joint Motion for Summary Determination on Interpretation of Compensation Arrangements Applicable to Local Traffic.

terminating Local Traffic, Section 251(b)(5) Traffic and local ISP Traffic originated by CenturyTel's customers; and

(b) CenturyTel's payments on Invoice No. 129 dated December 7, 2006 and Invoice No. 131, dated January 11, 2007, were not in error, and Socket is entitled to such payments under the Agreement.

Introduction

This case is exceedingly simple. The Interconnection Agreements establish reciprocal compensation charges that apply when one party transports and terminates Local Traffic (as defined in the Agreement) originated by customers of the other party. This case is not about prior proposals of the parties that were not incorporated into the approved Agreement. It is not an opportunity to change the approved Agreement. The case simply concerns the provisions of the Telecommunications Act, which require companies to pay each other reciprocal compensation absent an express waiver of the right to such compensation, and the express content of the approved Agreement that calls for the payment of reciprocal compensation. In prior proceedings, and by its initial decision to pay Socket's invoices, CenturyTel has admitted that reciprocal compensation applies to Local Traffic under the Agreement, and it cannot credibly assert otherwise now.

Pursuant to 4 CSR 240-2.117, CenturyTel was required to identify in its Motion undisputed material facts with particularity in separately numbered paragraphs. CenturyTel failed to fully comply with that rule, presenting a very sparse set of six paragraphs (para. 4-9 of its Motion) that do not even describe, much less present, the pertinent contents of the

Interconnection Agreement in dispute.³ Accordingly, Socket presents its own comprehensive statement of undisputed material facts and cross-references the related paragraphs of CenturyTel's incomplete statement. As will be evident, notwithstanding the different levels of detail in factual statements, the parties do not dispute the contents of the Interconnection Agreement. It is the interpretation of the Agreement on which the parties disagree. (See CenturyTel Motion, para. 1). But in truth there is no room for dispute, and based on the facts and the law Socket is entitled to summary determination in its favor.

Statement of Undisputed Material Facts and Motion for Summary Determination

1. Socket Telecom, LLC ("Socket") is a Missouri limited liability company, with its principal place of business located at 2703 Clark Avenue, Columbia, Missouri 65202. Socket is a certificated competitive local exchange carrier in Missouri that provides service in various parts of Missouri, including in CenturyTel's service territory. (Counterclaims, para.1, Answers).

2. CenturyTel of Missouri, LLC is a Louisiana limited liability corporation that is duly authorized to do business in Missouri. Spectra is a Delaware limited liability corporation that is duly authorized to do business in Missouri. CenturyTel's principal place of business in Missouri is 1151 CenturyTel Drive, Wentzville, Missouri 63885. CenturyTel is a "telecommunications company" and a "public utility" as those terms are defined in § 386.020 R.S.Mo., and, thus, is subject to the jurisdiction, supervision and control of this Commission. (Counterclaims, para. 2, Answers).

3. CenturyTel and Socket are parties to two substantively identical interconnection agreements which were arbitrated before the Commission pursuant to § 252(b)(1) of the Act and the Commission's rules in Case No. TO-2006-0299 (hereinafter "Interconnection Agreement" or

³ It is revealing that CenturyTel does not want the Commission to examine the actual contents of the Interconnection Agreement, which as demonstrated herein expressly call for payment of reciprocal compensation for the transport and termination of Local Traffic originated by the other party's customers.

"Agreement"). After the above-referenced arbitration, the Commission issued orders approving the Interconnection Agreements on October 3, 2006, which orders became effective on October 13, 2006. (Counterclaims, para.4, Answers; see also CenturyTel Motion, para. 1, 4 and 5, Affidavit of Matt Kohly para. 3, Affidavit of Bill Magness para. 2).

4. The Commission has jurisdiction over this controversy pursuant to its grant of authority under § 252(e)(1) of the Act to approve negotiated or arbitrated interconnection agreements. This grant of authority to the Commission necessarily includes the power to interpret and enforce approved interconnection agreements. *See Southwestern Bell Telephone Co. v. Connect Communications Corp.*, 225 F.3d 942, 946-47 (8th Cir. 2000). The Commission also has jurisdiction over this controversy pursuant to 4 C.S.R. 240-2.070(3) (governing formal complaints complaining that a party has violated a Commission order or decision). (Counterclaims, para. 5, Answers).

5. The Commission is the proper forum for this controversy pursuant to Article III, Section 18.3 of the parties' Interconnection Agreement. (Counterclaims, para. 6, Answers).

6. Pursuant to Article III, Section 18 of the Agreement, the parties engaged in dispute resolution negotiations regarding the subject matter of this case. The parties, however, were unable to resolve this dispute. (Counterclaims, para. 7, Answers).

7. As demonstrated herein and in the accompanying Legal Memorandum, 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.⁴ Copies of

⁴ While paragraphs 1-3 of CenturyTel's Motion are not part of its statement of Material Undisputed Facts, out of caution Socket denies the allegations of those paragraphs that are inconsistent herewith for all the reasons set forth herein. Likewise, paragraphs 10-18 of CenturyTel's Motion are not part of its statement of Material Undisputed Facts, but again out of caution Socket denies any factual allegations deemed to be contained therein, and as is obvious from its pleadings Socket also disputes the legal arguments advanced by CenturyTel in its Motion and Legal Memorandum.

the provisions of the Interconnection Agreement cited herein are attached hereto and incorporated herein by reference.⁵ (Affidavit of Matt Kohly, Affidavit of Bill Magness).

8. Under the agreement, "Local Traffic includes all Section 251(b)(5) Traffic that is originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) that: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes." See Agreement, Article II, Sec. 1.78. With respect to "Section 251(b)(5) Traffic," the Agreement provides that "calls originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) will be classified as 'Section 251(b)(5) Traffic' under this Agreement if the call: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes." See Agreement, Article II, Sec. 1.108. (Counterclaims, para. 8, Answers, Affidavit of Matt Kohly para. 22.

9. Under the Agreement "Local Traffic" includes local "ISP Traffic" as defined by the agreement. The Agreement defines "ISP Traffic" as "traffic to and from an ISP." In turn, the Agreement defines an ISP (Internet Service Provider) as "an Enhanced Service Provider that may also utilize LEC services to provide its customers with access to the Internet." See Agreement, Article II, Sec. 1.57. The Agreement defines "Enhanced Service Provider (ESP)" as

⁵ Socket has attached copies of various items from the Commission's records to its summary determination materials. Socket requests that the Commission take notice of this information from its records. 4 CSR 240-2.130(2).

“a provider of enhanced services as those services are defined in 47 CFR 64.702.” See Agreement, Article II, Sec. 1.37. (Counterclaims, para. 8, Answers, Affidavit of Matt Kohly para. 23; see also CenturyTel Motion, para. 7).

10. Under the heading “Intercarrier Compensation for Transport and Termination of Traffic Subject to this Interconnection Agreement”⁶ (Article V, Section 9.0 et seq), the Agreement provides that:

(a) “Transport includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the POI [Point of Interconnection]⁷ between the two carriers to the terminating carrier’s End-Office Switch⁸ that directly serves the called end-user.” (Article V, Section 9.7).

(b) “Each Party shall be responsible for facilities and transport of Local Traffic between a Party’s Central Office⁹ and the POI.” (Article V, Section 9.7.1).

(c) “Termination includes the Tandem Switching of Local Traffic at the terminating carrier’s End Office Switch. Termination rates are set forth in Article VIIA.” (Article V, Section 9.7.2).

(d) The rates for Termination include the rate for Local Switching, which is \$0.033912 per minute, plus the rate for Tandem Switching, which is \$0.0016835, where that rate applies under Applicable Law. The rates for Transport include Tandem Transport Termination

⁶ Socket acknowledges that Article III, Section 25 indicates that headings are inserted for “convenience and identification only and shall not be considered in the interpretation of this Agreement”, and accordingly provides the pertinent heading for “convenience and identification.”

⁷ Defined at Article II, Section 1.98 of the Agreement.

⁸ Defined at Article II, Section 1.36 of the Agreement.

⁹ Defined at Article II, Section 1.15 of the Agreement.

per MOU, which is \$0.00000663, and Tandem Transport facility Mileage (MOU/Mile), which is \$0.0000017 per mile.¹⁰ (Article VIIA).

(e) “On request parties will supply Percentage Local Usage for amount of Local Interconnection Traffic¹¹ minutes to be billed, but if adequate message recording technology is available then the terminating party may use such information to determine Local Interconnection Traffic usage compensation to be paid.” (Article III, Sec. 10.2).

(f) Annual audits can be conducted regarding billing for Local Traffic. (Article III, sec. 10.4).

(Counterclaims, para. 9, Answers, Affidavit of Matt Kohly para. 24, Affidavit of Bill Magness para. 7).

11. In addition to the foregoing provisions that expressly provide for payment for the transport and termination of Local Traffic, the Agreement also contains several exceptions, as follows:

(a) MCA Traffic will be exchanged on a bill-and-keep¹² basis consistent with prior Commission decisions (Article V, Sec. 9.2, 9.2.1, 9.2.2);

¹⁰ To date, Socket has only billed the rate for End Office Switching but has expressly reserved the right to bill for additional rate elements as applicable. Any billing for back amounts would be subject to the limitations found in the ICA (Article III, Section 9.4). (Affidavit of Matt Kohly n. 5).

¹¹ The Agreement defines “Local Interconnection Traffic” as “(i) Section 251(b)(5) Traffic, (ii) ISP-Bound Traffic, and (iii) non-PIC’d IntraLATA Toll Traffic.” See Agreement Article II, Section 1.72. (Counterclaims, para. 8, Answers, Affidavit of Matt Kohly n. 6). See also Article II, Section 1.89 for definition of “Non-PIC’d IntraLATA Toll Traffic.”

¹² The Agreement defines “Bill-and-Keep Agreement” as “a compensation arrangement whereby the Parties do not render bills to each other or charge each other for the switching, transport, and termination of traffic as specified in this Agreement.” See Agreement, Article II, Sec. 1.12. See also Agreement, Article V, Sec. 9.4.2, which states that “Bill-and-Keep” refers to an arrangement in which neither of two interconnection Parties charges the other for terminating traffic that originates on the other Party’s network.” (Counterclaims, para. 8, Answers, Affidavit of Matt Kohly n. 7).

(b) VNXX Traffic shall not be deemed Local Traffic and shall be exchanged on a bill-and-keep basis (Article V, Sec. 9.2.3)¹³; and

(c) Other traffic may not be aggregated with bill-and-keep traffic (Article V, Sec. 9.8).

(Counterclaims, para. 9, Answers, Affidavit of Matt Kohly para. 25, Affidavit of Bill Magness para. 7).

12. Consistent with the provisions of the parties' Interconnection Agreement which authorize charges for reciprocal compensation for the exchange of Local Traffic, on or about December 6, 2006, Socket began intentionally (not mistakenly as CenturyTel states in its affirmative defense) submitting invoices to CenturyTel including charges for reciprocal compensation for its termination of CenturyTel-originated Local Traffic. Since its initial invoice, Socket has submitted reciprocal compensation invoices to CenturyTel for amounts totaling more than \$100,000.00. (Counterclaims, para. 10, Answers, Affidavit of Matt Kohly para. 26-29, Affidavit of Bill Magness para. 10; see also CenturyTel Motion, para. 2, 6). CenturyTel admits that the invoices are identified as "billing 'Reciprocal Compensation' for 'Local Calling'". (CenturyTel Legal Memorandum, n. 5).

13. When Socket submitted its first two invoices, covering the three-month period from October 2006 to December 2006 - Invoice No. 129 dated December 7, 2006, and Invoice No. 131 dated January 11, 2007 - CenturyTel paid them. Invoice No. 129 was paid in the amount of \$7,232.33, and Invoice No. 131 was paid in the amount of \$3,619.08. Socket has

¹³ The Agreement defines Virtual NXX Traffic (VNXX Traffic) as follows - "As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a Party's customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the customer's actual physical premises location." See Agreement, Article II, Sec. 1.131. (Counterclaims, para. 8, Answers, Affidavit of Matt Kohly n. 8).

continued to regularly and periodically send invoices for reciprocal compensation to CenturyTel, which CenturyTel has failed and refused to continue to pay. (Counterclaim Against CenturyTel of Missouri, para. 11, Answer, Affidavit of Matt Kohly para. 39, Affidavit of Bill Magness para. 10).

14. All of the traffic billed under Socket's invoices constitutes "Local Traffic" as defined in the parties' Interconnection Agreement that is subject to reciprocal compensation charges for termination by Socket. Believing that CenturyTel would immediately begin billing Socket for reciprocal compensation or, at the very least, begin billing Socket for reciprocal compensation if and when traffic flowed in CenturyTel's favor, meaning that CenturyTel terminated more traffic that Socket and received more revenues than they paid, Socket immediately took action to put the necessary billing systems in place. (Affidavit of Matt Kohly para. 26-39).

15. For Socket to bill reciprocal compensation required a historic record of calls as well as a billing system. If Socket was not recording call detail information or did not have a billing system (as it did not have at that time), Socket would be unable to generate a bill to CenturyTel and would be in a position of having to pay reciprocal compensation to its competitor while it was unable to collect similar charges from that competitor. To avoid being put in that position, Socket needed to immediately maintain call records and develop a billing system to collect revenues it was rightfully owed. (Affidavit of Matt Kohly para. 27).

16. Additional consideration was given to the fact that Socket might be able to derive some revenues from reciprocal compensation. To the extent that Socket terminated more traffic originating from CenturyTel than it terminated to CenturyTel, Socket would rightfully receive compensation for the functions it performed. To the extent those revenues exceed costs, those

revenues could be used to offset many of the increased costs and inefficiencies Socket experiences when competing against CenturyTel as compared to other incumbent LECs. These increased costs are driven by the inefficiencies of ordering systems that are largely manual and cumbersome, lack of access to electronic Customer Service Record information, inaccurate or inadequate Customer Service Record information when it is obtained manually, manual maintenance and repair procedures, failure of CenturyTel to follow Change Management Provisions, the frequent and customer-affecting nature of CenturyTel's abrupt changes in policies and procedures, disputes over LNP obligations and CenturyTel's unlawful "certification" required on all of Socket's orders to port numbers, and constant failure of CenturyTel to meet due dates, among others. These and other factors increase Socket's operating costs in CenturyTel's territories. Revenues from Reciprocal Compensation have the potential to offset some of these costs. (Affidavit of Matt Kohly para. 28).

17. Given all of these considerations, Socket made the business decision to move forward and begin billing CenturyTel for reciprocal compensation. (Affidavit of Matt Kohly para. 29).

18. Socket developed and utilizes "adequate message recording technology" pursuant to Article III, Section 10.2 to determine the amount of traffic for which CenturyTel must pay compensation. (Counterclaims, para. 11/12, Answers, Affidavit of Matt Kohly para. 30).

19. Under the agreement, Local Traffic includes all Section 251(b)(5) Traffic that is originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) that: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS),

mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes." Section 251(b)(5) Traffic is defined as "calls originated by Socket's end users and terminated to CenturyTel's end users or(vice versa) will be classified as Section 251(b)(5) Traffic under this agreement if the call: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes." For reciprocal compensation purposes, all traffic not meeting these definitions as well as traffic not originating from CenturyTel, all MCA Traffic, VNXX Traffic, and interexchange traffic must be excluded from any calculation of reciprocal compensation. (Affidavit of Matt Kohly para. 31).

20. Consistent with Article V, Section 12.3 of Interconnection Agreement and 4 CSR 240-29.080, Socket uses call detail information received from the originating carrier to prepare category 11-01-20 records. On a monthly basis, Socket identifies CenturyTel's Local Traffic and generates invoices for reciprocal compensation. (Affidavit of Matt Kohly para. 32).

21. In determining which traffic constitutes "Local Traffic", Socket examines only call detail information for calls terminating to Socket from CenturyTel over Local Interconnection Trunks. Calls terminating to Socket via the separate meet-point trunks are not included. Calls terminating on these trunks are intended to represent only calls routed to Socket by interexchange carriers and, therefore, CenturyTel is not financially responsible for any compensation to Socket for these calls. (Affidavit of Matt Kohly para. 33).

22. Socket then uses the Originating and Terminating NPA-NXX codes to determine which calls potentially constitute "Local Traffic". This is consistent with industry standards for

determining the jurisdiction of the call (i.e. local vs. toll). If the NPA-NXX codes are from the same exchange area or from different exchanges that share a common local calling area, those calls have the potential to be compensable Local Traffic. Calls not meeting this criterion are deleted from the data set. Calls not having complete call detail information area also deleted from the data set. (Affidavit of Matt Kohly para. 34).

23. Consistent with 4 CSR 240-29.080(2), Socket identifies the originating carrier based upon the originating operating company number (OCN) associated with the originating caller identification number. All calls not determined to be originated by CenturyTel are deleted from the data set. (Affidavit of Matt Kohly para. 35).

24. Once the originating carrier is identified to be CenturyTel, Socket then looks at trunking and routing information to determine which calls are then originated and terminated in the same exchange area or the same common local calling area as defined by CenturyTel's tariffs. Only calls that originate and terminate in the same exchange area or the same common local calling area as defined by CenturyTel's tariffs are kept in the data set. This edit excludes all VNXX traffic. (Affidavit of Matt Kohly para. 36).

25. Socket is not currently billing for any calls that terminate into an exchange located within an MCA areas. Therefore, no MCA Traffic is in the data set. (Affidavit of Matt Kohly para. 37).

26. All calls in the data set at this point represent only Local Traffic. The minutes of use associated with those calls are then summarized to determine the total minutes of use for that month. At this point, the rate is applied to the total minutes to determine the total amount due and the invoice is generated and sent to CenturyTel. (Affidavit of Matt Kohly para. 38).

27. In its Motion, CenturyTel in part addresses the parties' respective prior proposals in the arbitration proceeding that produced the Interconnection Agreement. Specifically, at paragraph 8 of its statement of Material Undisputed Facts, CenturyTel quotes from Socket's Post-Hearing Brief. CenturyTel's quotation is accurate, but as explained below the information is irrelevant. At paragraph 9 of its statement of Material Undisputed Facts, CenturyTel quotes from Socket's Comments on the Arbitrator's Final Report. Again, CenturyTel's quotation is accurate, albeit misleading due to the extent it isolated the information from its context,¹⁴ but in any event again as explained below and in the accompanying Legal Memorandum the information is irrelevant.

28. CenturyTel seeks to divert the Commission's attention from the contents of the Agreement with its selective discussion of positions taken before the parties completed the process of preparing and submitting the final Agreement and obtaining the Commission's approval. As demonstrated in the accompanying affidavits of Socket's lead negotiator, Matt Kohly, and of the attorney that represented Socket in the negotiation and arbitration process, Bill Magness, notwithstanding the various positions taken by Socket on the issue of reciprocal compensation from the onset of negotiations through submittal of the final agreement for Commission approval, CenturyTel steadfastly refused to include contract language calling for a bill-and-keep arrangement for Local Traffic. Instead CenturyTel insisted on submittal of the document as it reads today, including the provisions identified above that call for the parties to bill each other reciprocal compensation for the transport and termination of Local Traffic.¹⁵

¹⁴ Affidavit of Bill Magness para. 24.

¹⁵ Presumably, CenturyTel decided that because the Commission had rejected its proposal to be allowed to impose reciprocal compensation on Socket if bill-and-keep traffic was "out-of-balance" (i.e. CenturyTel was terminating more traffic from Socket), it did not want bill-and-keep at all. In its "Statement of Compliance and Non-compliance of Conforming Interconnection Agreement" (page 1), filed just prior to Commission approval of the Agreements, CenturyTel acknowledged that the Agreements "reach agreement and state terms on a number of issues arbitrated and determined against one or the other of the parties" (copy attached). (Affidavit of Matt Kohly para. 16, 19,

Socket's prior proposals regarding bill-and-keep arrangements were uniformly rejected by CenturyTel and do not reflect upon the meaning of the language the parties agreed to include in the Agreement in any way. (Affidavit of Matt Kohly para. 4-20, Affidavit of Bill Magness para. 14-32).

29. In contrast, CenturyTel has admitted on the record to the Commission that the Agreement provides for reciprocal compensation to be paid for the transport and termination of Local Traffic. During the hearing before the Commission in Case No. TC-2007-0341, which involves the interpretation of other provisions of the Agreement, counsel for CenturyTel (Stewart) and Socket (Lumley) answered Commissioner Clayton's questions regarding the reciprocal compensation treatment of various types of traffic. Commissioner Clayton asked how a purely local (as in, non-VNXX) call would be treated under the ICA, and CenturyTel's counsel, Mr. Stewart, responded as follows:

- Q. COMMISSIONER CLAYTON: So physically the call -- if the Socket customer stays within the exchange, does the call have to go to the point of interconnection? So it goes to Branson and then back?
- A. MR. STEWART: It goes to Branson and back.
- A. MR. LUMLEY: CenturyTel calls a Socket customer or vice-versa, right, that's where the traffic is exchanged today.
- Q. COMMISSIONER CLAYTON: And that's recip comp. It's not bill and keep.
- A. MR. LUMLEY: In that circumstance.
- A. MR. STEWART: Yeah, I'd agree with that.

See, Case No. TC-2007-0341, Hearing Transcript at 45-46 (July 11, 2007)(copy attached).

Affidavit of Bill Magness para. 28-31). CenturyTel's insistent preservation of reciprocal compensation provisions was one example, as it was CenturyTel's solution to the Commission's rejection of its "out of balance" proposal.

30. Thus, the Agreement expressly provides for the payment of reciprocal compensation for the transport and termination of Local Traffic, other than MCA and VNXX traffic which are set out as express exceptions to that rule. The Agreement does not incorporate Socket's prior proposals on reciprocal compensation, because CenturyTel rejected those proposals. CenturyTel has admitted to the Commission that reciprocal compensation applies to Local Traffic under the Agreement – which should be no surprise because that is exactly what the Agreement says. CenturyTel initially paid Socket's invoices for reciprocal compensation, in another form of admission by conduct. Socket has continued to properly bill CenturyTel for reciprocal compensation.

31. In this proceeding, based on the foregoing facts and the Legal Memorandum filed herewith, Socket seeks a determination and order that:

(a) the Interconnection Agreements at issue apply reciprocal compensation charges to the parties' exchange of Local Traffic (including Section 251(b)(5) Traffic and local ISP Traffic), and that Socket is entitled to receive reciprocal compensation payments from CenturyTel for terminating Local Traffic, Section 251(b)(6) Traffic and local ISP Traffic originated by CenturyTel's customers; and

(b) CenturyTel's payments on Invoice No. 129 dated December 7, 2006 and Invoice No. 131, dated January 11, 2007, were not in error, and Socket is entitled to such payments under the Agreement.

(Counterclaims, para. 13/14, Answers, Affidavit of Matt Kohly para. 40).

WHEREFORE, Socket moves the Commission as expeditiously as possible to: 1) deny CenturyTel's Motion for Summary Determination; 2) grant Socket's Motion for Summary

Determination; and 3) grant such other and further relief to Socket as the Commission deems just and proper in the premises.

Respectfully submitted,

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

/s/ Carl J. Lumley

Carl J. Lumley, #32869
130 S. Bemiston, Suite 200
Clayton, Missouri 63105
(314) 725-8788
(314) 725-8789 (FAX)
clumley@lawfirmemail.com

Attorneys for Socket Telecom, LLC

Certificate of Service

A true and correct copy of the foregoing was served upon the parties identified on the attached service list on this 14th day of January, 2008, by email or by placing same in the U.S. Mail, postage paid.

/s/ Carl J. Lumley

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102
gencounsel@psc.mo.gov

Lewis Mills
Office of Public Counsel
P.O. Box 2230
Jefferson City, Missouri 65102
opcservice@ded.mo.gov

William Haas
Missouri Public Service Commission
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
William.Haas@psc.mo.gov

Larry Dority
Fischer & Dority
101 Madison, Suite 400
Jefferson City, Missouri 65101
lwdority@sprintmail.com

Gavin E. Hill
Kirkpatrick & Lockhart Preston Gates Ellis LLP
1717 Main Street, Suite 2800
Dallas, Texas 75201
gavin.hill@klgates.com