

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	Case No. TC-2008-0225
)	
CenturyTel of Missouri, LLC dba)	
CenturyTel and Spectra Communications)	
Group, LLC dba CenturyTel)	
)	
Respondents.)	

**SOCKET TELECOM’S REPLY TO CENTURYTEL’S COUNTERCLAIMS AND
AFFIRMATIVE DEFENSES**

COMES NOW Socket Telecom, LLC (Socket Telecom), pursuant to 4 CSR 240-2.080(15) and for its Reply to the Counterclaims and Affirmative Defenses submitted by CenturyTel of Missouri, LLC dba CenturyTel and Spectra Communications Group, LLC dba CenturyTel (“CenturyTel”) regarding Socket Telecom’s Complaint against CenturyTel for its refusal to interconnect with Socket Telecom in compliance with applicable statutes and rules and the interconnection agreements (ICAs) in effect between Socket Telecom and CenturyTel, states to the Commission as follows:

1. Socket Telecom admits the averments of paragraph 1 of CenturyTel’s Counterclaims.
2. Socket Telecom admits the averments of paragraph 2 of CenturyTel’s Counterclaims.
3. Socket Telecom admits the averments of paragraph 3 of CenturyTel’s Counterclaims.
4. Socket Telecom admits the averments of paragraph 4 of CenturyTel’s Counterclaims.

5. Socket Telecom lacks information sufficient to form a belief as to the truth of the averment that CenturyTel and Spectra have no annual reports or assessment fees overdue, and therefore denies that averment. Socket Telecom denies the remaining averments of paragraph 5 of CenturyTel's Counterclaims.

6. Socket Telecom admits the averments of paragraph 6 of CenturyTel's Counterclaims.

7. Socket Telecom admits that the amendment to the interconnection agreement referenced in paragraph 7 of CenturyTel's Counterclaims included, among other things, language that identified terms and conditions as to how "on an interim basis POIs will be established" between the parties, and that interim POIs were in fact established between the parties pursuant to those terms and conditions. Socket Telecom denies the remaining averments of the last sentence of paragraph 7 of CenturyTel's Counterclaims. Socket Telecom admits the remaining averments of paragraph 7 of CenturyTel's Counterclaims.

8. Socket Telecom admits that the Interim Arrangement referenced in paragraph 8 of CenturyTel's Counterclaims included, among other things, language that identified terms and conditions as to how "on an interim basis POIs will be established" between the parties, and that interim POIs were in fact established between the parties pursuant to those terms and conditions. Socket Telecom denies the remaining averments of the last sentence of paragraph 8 of CenturyTel's Counterclaims. Socket Telecom admits the remaining averments of paragraph 8 of CenturyTel's Counterclaims, including the averment in footnote 2 identifying a quotation from the Commission's cited order (although it is actually at page 5 rather than page 2). Socket Telecom adds that in the same order, at page 3, the Commission stated: "An 'interim arrangement' is a temporary interconnection agreement."

9. Socket Telecom denies the ambiguous reference to “a large number of”, but with the deletion of that phrase admits the remaining averments of paragraph 9 of CenturyTel’s Counterclaims.

10. Socket Telecom admits that based on the Commission’s decisions in the arbitration proceeding between the parties Article V, Sections 4.0 et seq of the interconnection agreements contain provisions that indicate how, after initial interconnection arrangements are established between the parties under the agreements, such arrangements should be added or decommissioned based on actual traffic volumes. Socket Telecom denies the remaining averments of paragraph 10 of CenturyTel’s Counterclaims.

11. Socket Telecom denies the averments of paragraph 11 of CenturyTel’s Counterclaims.

COUNT I

12. Socket Telecom incorporates by this reference its reply to paragraphs 1 through 11 of CenturyTel’s Counterclaims as its reply to paragraph 12 of CenturyTel’s Counterclaims.

13. Socket Telecom admits that the parties have not been able to resolve the disputes at issue in this proceeding. Socket Telecom denies the remaining averments of paragraph 13 of CenturyTel’s Counterclaims.

14. Socket Telecom denies the averments of paragraph 14 of CenturyTel’s Counterclaims.

15. Socket Telecom denies the averments of paragraph 15 of CenturyTel’s Counterclaims.

COUNT II

16. Socket Telecom incorporates by this reference its reply to paragraphs 1 through 11 of CenturyTel's Counterclaims as its reply to paragraph 16 of CenturyTel's Counterclaims.

17. Socket Telecom denies the averments of paragraph 17 of CenturyTel's Counterclaims.

18. Socket Telecom denies the averments of paragraph 18 of CenturyTel's Counterclaims. Further, Socket Telecom states that the Commission has rejected CenturyTel's purported traffic studies as "irrelevant" for purposes of implementing the provisions of the interconnection agreements that indicate how, after initial interconnection arrangements are established between the parties under the agreements, such arrangements should be added or decommissioned based on actual traffic volumes. In its Report and Order in Case No. TC-2007-0341, at p. 18, note 70, the Commission rejected CenturyTel's attempts to use Erlang tables instead of actual traffic counts in the process of determining when additional direct POIs must be added in the future, finding that such Erlang tables "are not relevant."

19. Socket Telecom admits the averments of paragraph 19 of CenturyTel's Counterclaims.

20. Socket Telecom denies the averments of paragraph 20 of CenturyTel's Counterclaims.

21. Socket Telecom denies the remaining averments of CenturyTel's Counterclaims, as well as the averments of CenturyTel's Affirmative Defenses to Socket Telecom's Complaint, including but not limited to any and all statements set forth in CenturyTel's rambling Answer that may be construed as being an affirmative defense or part of its Counterclaims. Socket

Telecom is not otherwise required to respond to CenturyTel's Answer, but out of an abundance of caution denies all averments therein other than CenturyTel's admissions to portions of Socket Telecom's Complaint.

22. In further defense to CenturyTel's Counterclaims, Socket Telecom states that CenturyTel's claims are barred by its own breaches of the interconnection agreements as described in Socket Telecom's Complaint, as well as by laches, waiver, estoppel, and state and federal law, and that CenturyTel's Counterclaims fail to state claims upon which relief may be granted by the Commission acting within its limited jurisdiction.

WHEREFORE, the Commission should dismiss CenturyTel's Counterclaims and Affirmative Defenses and move forward with resolution of this proceeding on the merits by granting Socket Telecom all the relief it seeks by means of its Complaint.

Respectfully submitted,

CURTIS, HEINZ,
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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 22nd day of September, 2008, by either fax, email or by placing same in the U.S. Mail, postage paid.

/s/ Carl J. Lumley

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