

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

**PETITION OF SOCKET TELECOM, LLC)
FOR COMPULSORY ARBITRATION OF)
INTERCONNECTION AGREEMENTS WITH)
CENTURYTEL OF MISSOURI, LLC AND)
SPECTRA COMMUNICATIONS, LLC)
PURSUANT TO SECTION 252(b)(1) OF THE)
TELECOMMUNICATIONS ACT OF 1996)**

CASE NO. _____

PETITION FOR ARBITRATION OF SOCKET TELECOM, LLC

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**ATTORNEYS FOR
SOCKET TELECOM, LLC**

January 13, 2006

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

PETITION OF SOCKET TELECOM, LLC)
FOR COMPULSORY ARBITRATION OF)
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CENTURYTEL OF MISSOURI, LLC AND)
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PETITION FOR ARBITRATION OF SOCKET TELECOM, LLC

COMES NOW Socket Telecom, LLC (“Socket”), pursuant to Section 252(b)(1) of the federal Telecommunications Act of 1996 (“FTA”),¹ Rules of the Department of Economic Development/Public Service Commission, Division 240, Chapters 2 and 36 (4 CSR 240-2 and 4 CSR 240-36), and other applicable law, and files this Petition for Arbitration seeking resolution of certain unresolved issues arising between Socket and CenturyTel of Missouri, LLC (“CenturyTel Missouri”) and Spectra Communications, LLC (“Spectra”) (collectively, “CenturyTel” or “the CenturyTel Entities”). Socket requests that the Missouri Public Service Commission (“Commission”) arbitrate the unresolved terms and conditions and pricing issues in the Interconnection Agreements between Socket and the CenturyTel Entities. In support of its Petition, Socket respectfully shows as follows:

I. BACKGROUND FACTS

1. Socket is a certificated competitive local exchange company in the State of Missouri, certificated to provide service in the CenturyTel Missouri and Spectra service territory and other parts of the state. Socket is a Missouri limited liability company in good standing, with its principal place of business located at 1005 Cherry Street, Suite 104, Columbia, Missouri

¹ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of 15 and 47 U.S.C.) (hereinafter “FTA” or “the Act”).

65201. A certificate of good standing from the Missouri Secretary of State is attached as Exhibit A.

2. All inquiries, correspondence, communications, pleadings, notices, orders and decisions relating to this matter should be directed to:

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3. Pursuant to 4 CSR 240-2.060(1)(K), Socket states that there are no pending actions or final unsatisfied judgments or decisions against it in any state or federal agency or court which involve customer service or rates for which action, judgment, or decision has occurred within three (3) years of the date of this Petition. Pursuant to 4 CSR 240-2.060(1)(L), Socket hereby states that it does not have any overdue annual reports or assessment fees owed to the Missouri Public Service Commission.

4. CenturyTel Missouri is a Louisiana limited liability corporation that is duly authorized to do business in Missouri. CenturyTel Missouri's principal place of business is located at 100 CenturyTel Drive, Monroe, Louisiana 71203, with its principal place of business in Missouri at 1151 CenturyTel Drive, Wentzville, Missouri 63385, and local offices at 220 Madison Street, 1st Floor, Jefferson City, Missouri 65101. The Commission's Electronic Filing

and Information System shows the Official Representative of CenturyTel Missouri in Jefferson City to be Becky Powell at the Madison Street address above.

5. Spectra is a Delaware limited liability corporation that is duly authorized to do business in Missouri. Spectra's principal place of business is located at 100 CenturyTel Drive, Monroe, Louisiana 71203, with its principal place of business in Missouri at 1151 CenturyTel Drive, Wentzville, Missouri 63385, and local offices at 220 Madison Street, 1st Floor, Jefferson City, Missouri 65101. The Commission's Electronic Filing and Information System shows the Official Representative of Spectra in Jefferson City to be Becky Powell at the Madison Street address above.

6. CenturyTel Missouri and Spectra are incumbent local exchange telecommunications companies in Missouri, as defined by FTA § 251(h), and are local exchange carriers subject to the jurisdiction of the Commission. CenturyTel Missouri and Spectra each provide regulated intrastate telecommunications services within their Missouri service areas, and upon information and belief, neither CenturyTel nor Spectra is an exempt "rural telephone company" under FTA § 251(f) or "rural carrier" under FTA § 251(f)(2). Both CenturyTel Missouri and Spectra are subsidiaries of CenturyTel, Inc., and are successors in interest to GTE Midwest, Inc. aka Verizon Midwest.

7. On June 27, 2002, the Commission recognized Socket's adoption of the approved GTE/AT&T interconnection agreement in Case No. TK-2002-1085. After CenturyTel Missouri acquired its current exchanges from GTE (then doing business as Verizon), CenturyTel Missouri and Socket continued operating under the GTE/AT&T agreement.

8. On November 30, 2005, the Commission approved an amendment to the adopted interconnection agreement between CenturyTel Missouri and Socket, as well as an interim interconnection agreement between Socket and Spectra in Case No. TK-2006-0175. That

agreement contains all but certain specified provisions of the GTE/AT&T agreement under which CenturyTel Missouri and Socket operate.

II. NEGOTIATIONS AND TIMELINE

9. On July 29, 2005, CenturyTel Missouri sent notice to Socket that it wished to terminate the Parties' current Interconnection Agreement rather than amend the Agreement to add certain provisions required by the FCC's Triennial Review Remand Order² pursuant to the Agreement's change of law provision. After confirming CenturyTel's desire to have a new Agreement rather than amending the existing Agreement,³ Socket delivered by electronic mail and U.S. mail to CenturyTel a formal request for negotiations for new Interconnection Agreements with CenturyTel Missouri and with Spectra that they received on August 9, 2005.⁴ Under FTA Section 252(b)(1), the Parties have from the 1st to the 134th day after receipt of a request for negotiations to negotiate the terms of the Agreement, and from the 135th through the 160th day (inclusive) to file for arbitration of unresolved interconnection issues. Accordingly, the 25-day period during which an application for arbitration may be filed under FTA Section 252 opened on December 22, 2005, and closes on January 16, 2006.

10. Once Socket sent CenturyTel its request for negotiations, and after first negotiating a non-disclosure agreement at CenturyTel's request acceptable to both Parties, the Parties began weekly contract negotiations sessions, starting on September 20, 2005. While Socket personnel made themselves available for all of the weekly calls, as well as responding to any email queries or other telephone calls concerning specific contract language, CenturyTel was

² *Unbundled Access to Network Elements and Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313 and CC Docket No. 01-388, Order on Remand, 20 FCC Rcd 2533 (2005).

³ As indicated above, the Parties were ultimately able to agree upon certain amendments to the existing agreement.

⁴ A copy of the request for negotiations is attached as Exhibit B.

not as diligent in negotiations. For example, CenturyTel's lead negotiator either cancelled or failed to attend at least 11 of the 18 sessions held between September 20, 2005 and January 10, 2006.

11. During the negotiation time period, in addition to consistently attending negotiation meetings, Socket personnel also sent numerous emails and markups of portions of the proposed Agreement to CenturyTel for written comment. On several of the Agreement's Articles, CenturyTel either failed to respond altogether or refused to provide alternative language or a rationale for specific provisions. Consequently, despite Socket's attempts to negotiate diligently and in good faith throughout the negotiation period, the Parties' negotiations were unsuccessful on several points. While Socket had originally intended to file its Petition for Arbitration on the first day of the arbitration window, December 22, 2005, in order to give the Commission the maximum allowable time to process the arbitration, Socket subsequently acceded to CenturyTel's request to file the Petition proximate to the close of the window.

III. STATEMENT OF UNRESOLVED ISSUES AND EACH PARTY'S POSITION

12. The unresolved issues that remain between Socket and CenturyTel are set out, with specificity, in matrices of disputed issues (which Socket has labeled as Decision Point Lists or "DPLs") attached hereto as Exhibit C. These DPLs are organized in the same manner as the proposed Interconnection Agreement, with a separate DPL for each major Article. With respect to each unresolved issue, these DPLs provide a statement of the issue; the issue number; references to the proposed Interconnection Agreement (by section number); Socket's proposed contract language; Socket's position (including, where appropriate, references to supporting documentation); CenturyTel's proposed contract language and CenturyTel's position where such language and position were available as of the date of this filing, or as understood by Socket. As

noted in Paragraphs 10 and 11 above, in some cases, CenturyTel was wholly or totally unresponsive to Socket's proposed language for certain Articles or issues. In such cases, Socket has been unable to set out CenturyTel's position or proposed language.

13. Because negotiations have been conducted with the same personnel and on the same terms for both CenturyTel Entities, a single series of matrices is provided. The resulting resolution of these issues will then be incorporated into separate identical Interconnection Agreements with the respective CenturyTel Entity. It is Socket's expectation that CenturyTel Missouri and Spectra will have an opportunity to review and make any revisions they deem appropriate to the DPLs' statements of their position when they file their responses to this Petition.

IV. STATEMENT OF RESOLVED ISSUES AND PROPOSED AGREEMENTS

14. Through negotiations, the Parties have resolved some issues and reached agreement on some provisions of the Interconnection Agreements. These resolved issues and the terms of resolution between Socket and CenturyTel are set out in the proposed Interconnection Agreement attached hereto as Exhibit D, along with both Parties' proposed language (where known) on disputed issues. Language in bold font reflects Socket's proposed language on a disputed issue. Language that has been underscored reflects CenturyTel's proposed language on a disputed issue. Language that is neither bolded nor underscored reflects agreed-upon language. The competing contract language for outstanding disputes is also identified in the Parties' respective columns in the associated DPLs.

15. Again, it is Socket's expectation that, because negotiations have been conducted on the same terms for both CenturyTel Entities, the final interconnection agreement approved at the conclusion of this proceeding will be identical for both CenturyTel Missouri and Spectra.

Hence, while Socket expects to present two final conformed agreements for approval at the conclusion of the case, the arbitration of the identical terms is most expeditiously handled through a single petition and proceeding.

WHEREFORE, Socket respectfully requests the Commission to arbitrate the unresolved issues between Socket and CenturyTel Missouri and Spectra.

Respectfully submitted,

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

/s/ Carl J. Lumley

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ATTORNEYS FOR SOCKET TELECOM, LLC

COUNTY OF BOONE)
)
STATE OF MISSOURI)

VERIFICATION

I, R. MATTHEW KOHLY, first being duly sworn, state on my oath that I am over the age of twenty-one years, sound of mind, and an employee of Socket Telecom, LLC. I am authorized to act on behalf of Socket Telecom, LLC, regarding the foregoing document. I have read the foregoing pleading and I am informed and believe that the matters contained therein are true. Further, I hereby confirm that Carl J. Lumley, Leland B. Curtis, and Curtis, Heinz, Garrett & O'Keefe, P.C., 130 S. Bemiston, Suite 200, Clayton, Missouri 63105, as well as Bill Magness, and Casey, Gentz & Magness, LLP, 98 San Jacinto Blvd., Suite 1400, Austin, Texas 78701, are authorized to sign all pleadings and documents necessary to obtain the decision of the Missouri Public Service Commission on the foregoing, and to represent Socket Telecom, LLC in this proceeding.

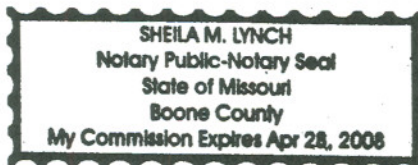
R. Matthew Kohly
R. Matthew Kohly

On this 13 day of January, 2006, before me, a Notary Public, personally appeared R. Matthew Kohly, and being first duly sworn upon his oath stated that he is over twenty-one years, sound of mind and an employee of Socket Telecom, LLC, he signed the foregoing document as an employee of Socket Telecom, LLC, and the facts contained therein are true and correct according to the best of his information, knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

Sheila M. Lynch
Notary Public

My Commission Expires:



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 gencounsel@psc.mo.gov), the Office of Public Counsel (at opcservice@ded.mo.gov), counsel for CenturyTel Missouri and Spectra (at lwdority@sprintmail.com), Susan Smith (at susan.smith@centurytel.com), Becky Powell (at becky.powell@centurytel.com), Arthur P. Martinez (at arthur.martinez@centurytel.com), and Calvin Simshaw (at calvin.simshaw@centurytel.com) on this the 13th day of January, 2006.

/s/ Carl J. Lumley
