

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, LLC'S REPLY
TO CENTURYTEL'S RESPONSE
TO SOCKET'S APPLICATION FOR REHEARING**

Comes Now Socket Telecom, LLC pursuant to Section 386.500 RSMo., 4 CSR 240-2.160, 4 CSR 240-2.070, 4 CSR 240-2.080, and 47 USC 252, and for its Reply to CenturyTel's Response to its Application for Rehearing states to the Commission:

1. CenturyTel brushes aside the substantial defects in the Commission's decision identified by Socket in its Application for Rehearing and blithely suggests that the Commission made three findings/conclusions that are conclusive. (CenturyTel Response, p. 2-4). But in point of fact none of these three items them are conclusive in any way, either alone or in combination. The findings/conclusions identified by CenturyTel, taken at face value, only lead to no decision at all (i.e. they find/conclude that there is no definitive compensation provision in the agreement and there is no default compensation mechanism).

2. The Commission did not resolve the case based on these three items, but rather erroneously used those "findings/conclusions" as a purported basis to sweep the agreement aside and look instead to the supposed unstated intentions of its arbitration decision. Had the Commission concluded that there simply was no agreement at all, then Socket would at least be free to seek compensation in court as a remedy for unjust enrichment.

3. Socket has demonstrated in its Application for Rehearing that the Commission's decision cannot stand. The Commission must interpret and enforce the Interconnection Agreements as submitted and previously approved by it. The Commission cannot embellish upon its prior arbitration order and issue new decisions on such matters, whether to accomplish prior intentions or otherwise. The Commission must accept the language of the approved agreements "as is" and enforce those agreements under 47 USC 252. The undisputed evidence shows that the agreements unambiguously establish a reciprocal compensation regime, without any "conflicting inferences". The provisions that require the parties to pay each other reciprocal compensation are not "surplusage" (Order, para. 49). The Commission cannot lawfully interpret contract language as having no meaning (*Phillips*) or reform the contract by removing language (*GST Steel*). Under the law, the Commission must harmonize and uphold all the involved contract clauses.

4. CenturyTel argued in this case that nothing in the agreements calls for reciprocal compensation. The Commission correctly rejected CenturyTel's argument. (Order, para. 25-28). That should have been the end of the analysis, as Section 9.8 can and must be read in harmony with those provisions. The Commission does not have authority to revise the previously approved agreements. The Commission must enforce the agreements "as is", notwithstanding CenturyTel's efforts to avoid the express language of the agreements once it found out that it was going to have to pay reciprocal compensation rather than collect it.

WHEREFORE, Socket Telecom respectfully requests the Commission to grant and hold rehearing and thereupon issue an order denying CenturyTel's Motion for Summary Determination and granting Socket Telecom's Cross Motion for Summary Determination.

Respectfully submitted,

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

/s/ Carl J. Lumley

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this document was emailed to the parties listed below on this 3rd day of October, 2008.

/s/ Carl J. Lumley

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