

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

|                                       |   |                       |
|---------------------------------------|---|-----------------------|
| In the Matter of the Confirmation of  | ) |                       |
| Adoption of                           | ) |                       |
| an Interconnection Agreement with     | ) | Case No. CO-2005-0066 |
| CenturyTel of Missouri, LLC d/b/a     | ) |                       |
| CenturyTel and Spectra Communications | ) |                       |
| Group, LLC, d/b/a CenturyTel by       | ) |                       |
| Socket Telecom, LLC.                  | ) |                       |

**SOCKET'S RESPONSE TO CENTURYTEL'S MOTION TO REJECT  
AND TO STAFF'S MEMORANDUM**

Comes Now Socket Telecom, LLC pursuant to 4 CSR 240-2.080(15) and Commission order herein and for its Response to the Motion to Reject Confirmation and/or Notice of Adoption of Interconnection Agreement By Summary Determination on the Pleadings filed by Spectra Communications Group, LLC dba CenturyTel and CenturyTel of Missouri, LLC (herein collectively "CenturyTel") and its Response to Staff's Memorandum states to the Commission:

1. CenturyTel admits that it has recognized Socket Telecom's 2002 adoption of the AT&T/GTE interconnection agreement. However, CenturyTel falsely states that "Spectra has not conducted business with Socket pursuant to the AT&T/GTE agreement, except for a recent mistaken occurrence in 2004." (Motion to Reject, p.4).<sup>1</sup>

2. In fact, CenturyTel has conducted business with Socket Telecom pursuant to the AT&T/GTE interconnection agreement without regard to whether the exchanges involved were acquired in the Spectra transaction or in the CenturyTel transaction. Specifically, CenturyTel currently provides hundreds of interconnection trunks to and exchanges traffic with Socket Telecom in multiple "Spectra" exchanges. These facilities were provisioned on multiple separate occasions and cannot be reasonably described as a single occurrence.

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<sup>1</sup> CenturyTel also falsely states that it has provided some form of notice to Socket Telecom that service was mistakenly provided in one instance. The only "notice" CenturyTel provided was an assertion that Socket Telecom could not seek dispute resolution regarding the cancellation of certain orders under the agreement because the agreement purportedly did not apply to Spectra exchanges. It was this "out of the blue" assertion on September 9, 2004 that caused Socket Telecom to file this action.

3. Notwithstanding its conduct of business in this manner, and its commitment in Case No. TM-2002-232 to "cooperate with CLECs to ensure continuity of service for all CLEC customers",<sup>2</sup> a CenturyTel employee abruptly orally asserted on September 9, 2004 that the interconnection agreement did not apply to the exchanges acquired in the Spectra transaction and refused to continue discussions about CenturyTel's mistreatment of facility forecasts and the resulting cancellation of certain orders. This unfounded assertion created unacceptable risk of disruption of service to Socket Telecom customers. Accordingly, Socket Telecom filed this action.

4. It is irrelevant whether AT&T did or did not seek a new agreement with CenturyTel regarding the exchanges acquired in the Spectra transaction. In the course of getting Commission approval of the transaction (and the \$250,000,000 intracorporate financing), CenturyTel admits that it promised to enter into agreements with CLECs on the same rates, terms and conditions as the AT&T/GTE agreement. CenturyTel further admits that it agreed that it would submit any disputes on such matters to the Commission. CenturyTel did not submit any such dispute regarding Socket Telecom, but rather has conducted business with Socket Telecom under the AT&T/GTE agreement as stated above.

5. In the course of acquiring the remaining GTE exchanges, CenturyTel agreed to abide by the terms of the AT&T/GTE agreement. This commitment extended to all of CenturyTel's operations, which it made clear would be conducted as a single enterprise. For example, CenturyTel's Region President, Kenneth Matzdorff testified to the Commission: "CenturyTel has demonstrated its ability to operate newly acquired properties through its acquisition of similar properties in Missouri in 2000<sup>3</sup>." (Matzdorff Testimony, p. 16, TM-2002-232). And CenturyTel has acted accordingly as stated above,<sup>4</sup> conducting business with Socket Telecom pursuant to the AT&T/GTE agreement without regard to whether the involved exchanges were acquired in the first

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<sup>2</sup> Nonunanimous Stipulation and Agreement, p. 5.

<sup>3</sup> Meaning the Spectra transaction.

<sup>4</sup> Socket Telecom does not by any means suggest that CenturyTel has fully complied with the agreement, as there are numerous other disputes between the parties.

or second transaction. CenturyTel's conduct (but for its recent attempt to repudiate that conduct) is consistent with its promises in both of the exchange acquisition cases.

6. CenturyTel admits that Socket Telecom properly adopted the AT&T/GTE agreement. In the course of gaining approval of the acquisition of the GTE exchanges, CenturyTel did not make any demand that Socket Telecom seek any further approval of the interconnection agreement prior to commencing business dealings, nor were any additional procedures established by the Commission when it approved the acquisition of the exchanges. Instead, it was made plain that the initial adoption of the agreement was sufficient. And this has been confirmed by the subsequent business dealings between the parties.

7. Customers are now being served by Socket Telecom as a result of the course of dealing between the parties, including in exchanges acquired in the Spectra transaction. It is too late for CenturyTel to assert that there is no agreement regarding those exchanges. Just as CenturyTel is entitled to continue to conduct its business as a single enterprise, Socket Telecom is entitled to continue to operate under a single interconnection agreement.

8. Had CenturyTel voiced an objection before customers were being served, the parties at least could have presented the matter to the Commission without the added consideration of adverse customer impacts. But relationships are now established and the Commission should simply confirm the continued applicability of the agreement.

9. The Commission had uncontested authority under 47 USC 252 and related rules and under 386.250 RSMo to recognize Socket Telecom's adoption of the agreement. Likewise, the Commission had uncontested authority under various statutes including 386.250 and 392.300 and related rules to approve CenturyTel's acquisition of the exchanges from GTE subject to the conditions imposed including those regarding interconnection agreements. The Commission has equal unassailable authority under the same statutes and rules to confirm in this matter the effect of its prior actions, including in light of the conduct of the parties pursuant thereto. Contrary to CenturyTel's assertions, any form of summary dismissal of this matter would be contrary to the

public interest, due to the adverse impact on Socket Telecom and its customers. Moreover, given CenturyTel's admissions, any summary relief would have to be in favor of Socket Telecom.

10. Regarding Staff's Memorandum, filed shortly before this pleading, Socket Telecom observes that Staff demonstrates that it is not aware of the facts. Specifically, Staff does not address the fact that CenturyTel is conducting business with Socket in "Spectra" exchanges pursuant to the interconnection agreement and that customers are being served pursuant to those arrangements. Nor does Staff address the customer impacts of its unfounded recommendation to deny relief to Socket Telecom in this case. Further, Staff fails to take into account the fact that CenturyTel operates as a single enterprise and that CenturyTel's agreement to abide by Socket Telecom's adopted agreement applies to its entire enterprise, including "Spectra" exchanges - as confirmed by its business conduct. It is unfortunate that Staff filed its Memorandum prior to examining Socket Telecom's Response, which was ordered to be filed prior to the due date for Staff's recommendation. Because Staff's Memorandum is not based on the facts, it should be disregarded.

WHEREFORE, Socket requests the Commission to confirm the applicability of the agreement in all CenturyTel exchanges, regardless of when acquired.

Respectfully submitted,

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

/s/ Carl J. Lumley

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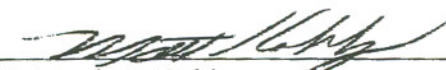
Carl J. Lumley, #32869  
Leland B. Curtis, #20550  
130 S. Bemiston, Suite 200  
St. Louis, Missouri 63105  
(314) 725-8788  
(314) 725-8789 (FAX)  
[clumley@lawfirmemail.com](mailto:clumley@lawfirmemail.com)  
[lcurtis@lawfirmemail.com](mailto:lcurtis@lawfirmemail.com)

Attorneys for Socket Telecom, LLC

STATE OF MISSOURI     )  
                                   )     SS.  
 COUNTY OF BOONE     )

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 Response 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, are authorized to sign all pleadings and documents necessary to obtain the decision of the Missouri Public Service Commission on the foregoing Confirmation, and to represent Socket Telecom, LLC in this proceeding.

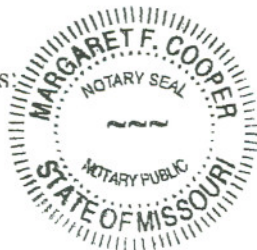
  
 R. Matthew Kohly

On this 14th day of October, 2004, 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.

  
 Notary Public

My Commission Expires:



MARGARET F. COOPER  
 Notary Public - State of Missouri  
 COUNTY OF BOONE  
 My Commission Expires June 19, 2005

**Certificate of Service**

A true and correct copy of the foregoing document was mailed this 15th day of October, 2004, by placing same in the U.S. Mail, postage paid to:

Office of Public Counsel  
P.O. Box 2230  
Jefferson City, Missouri 65102

General Counsel  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, Missouri 65102

CenturyTel  
Attention: Director Carrier Relations  
100 CenturyTel Drive  
Monroe, LA 71203

CenturyTel  
Attention: Director External Affairs  
911 North Bishop, Suite C-207  
Taxarkana, TX 75501

Fischer & Dority  
101 Madison, Suite 400  
Jefferson City, Missouri 65101

/s/ Carl J. Lumley

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