



Socket Telecom, LLC  
1005 Cherry Street, Suite 104  
PO Box 1902 | Columbia, MO 65201  
(573) 256-6200 | fax: (573) 256-6201

May 15, 2007

Ms. Susan Smith  
911 N. Bishop Rd, C207  
Texarkana, TX 75501

Dear Ms. Smith:

The purpose of this letter is inform of you of several upcoming number port orders that Socket will be submitting. I want to be clear that it is Socket's position that it is no under obligation to provide any information or make any demonstration on how it will serve any customer. This information is only being provided to avoid adversely affecting the customer through delays or refusal to port numbers as just happened with other Socket customers such as Mississippi Valley, Computer Magic, and MCM Systems.

Socket recently signed a contract to provide local exchange service to Texas County Rural Area Information Network "(TRAIN)" with offices in Houston, Summersville, Licking, and Cabool. TRAIN wants to retain its current phone numbers by porting them to Socket. While Socket does not believe that it is required to do so, Socket has secured third-party loop facilities from Show-Me Fiber to be able to serve the customer in each exchange in order to avoid CenturyTel's refusal to port numbers for alleged "geographic" reasons. The customer's office will remain within the same exchange. Therefore, there is no geographic location issue. Undisputedly, CenturyTel is obligated to port the number.

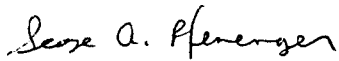
Socket will be submitting port orders for each of these locations beginning the first week of June. In order to avoid any confusion on the port orders, Socket will request the number port be provisioned via the coordinated hot cut method. Socket expects to receive a Firm Order Commitment within 48 hours as required by Article XII: Local Number Portability, Section 4.6 and complete the number port within the standard interval of 4 business days as set out in Article XV: Performance Measures and Provisioning Intervals, Appendix – Provisioning Intervals, Stand Alone Number Portability.

I do not want a repeat of the recent Macon and LaPlata ports where the port orders were delayed while Socket was forced to prove to CenturyTel that it would serve the customer through loop facilities to the customer's office. It is absolutely an egregious violation of

our interconnection agreement and applicable FCC rules to refuse to complete a number port order based upon an erroneous hunch that CenturyTel was not obligated to port the order. While I do not believe Socket has any obligation to prove to CenturyTel that it does indeed have loop facilities, if CenturyTel is going to require a demonstration of loop facilities as a condition of working these port orders as it did in Macon and LaPlata, I request that you respond within 5 days identifying what "proof" would be required.

In the event these orders are not properly completed, Socket will hold CenturyTel accountable for any lost revenues and pursue all legal remedies available.

Sincerely,

A handwritten signature in cursive script that reads "George A. Pfenenger".

George A. Pfenenger

Cc: Mr. Cal Simshaw (via e-mail)  
Mr. Joey Bales (via e-mail)  
Mr. John VanEschen  
Mr. William L. Voight



May 22, 2007

Socket Telecom, LLC  
Mr. George A. Pfenenger  
P. O. Box 1902  
Columbia, MO 65201

Dear Mr. Pfenenger:

On behalf of Susan Smith, CenturyTel is in receipt of your letter dated May 15, 2007 in regard to notifying CenturyTel of upcoming number port orders that Socket Telecom, LLC ("Socket") will be submitting. In particular, you referenced having a signed contract with County Rural Area Information Network ("TRAIN") to provide local exchange service to them with offices in Houston, Summersville, Licking and Cabool. You also indicate port order requests for each of the locations should begin the first week of June 2007.

CenturyTel wanted to acknowledge receipt of your letter and state that CenturyTel will comply with the terms and conditions of the current Interconnection Agreement between Socket and Century and also be in compliance with the FCC rules for Local Number Portability.

Sincerely,

A handwritten signature in cursive script that reads "Joey Bales".

Joey Bales  
Carrier Relations  
CenturyTel

cc: Mr. Cal Simshaw (via e-mail)  
Mr. John VanEschen (via e-mail)  
Mr. William L. Voight (via e-mail)  
Susan Smith



Socket Telecom, LLC  
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May 24, 2007

Ms. Susan Smith  
911 N. Bishop Rd, C207  
Texarkana, TX 75501

Dear Ms. Smith:

I received your May 22, 2007 letter stating that CenturyTel will comply with the terms and conditions of the current Interconnection Agreement between Socket and CenturyTel and also be in compliance with the FCC rules for Local Number Portability. I am interpreting that letter to mean that CenturyTel will complete Socket's future number port orders for our customer, Texas County Regional Area Information Network ("TRAIN"). If you do not agree with my interpretation, please let me know immediately.

I would also say that if that is the case, CenturyTel should have completed Socket's port order for TRAIN instead of placing Socket's port request in unworkable status on the grounds that it constituted a geographic port. Setting aside the current dispute between Socket and CenturyTel regarding number port obligations, this is an order that clearly should have worked as it involves no alleged "geographic porting" issues. That information was conveyed in my May 15, 2007 letter and on the order itself.

As indicated in my May 15, 2007, Socket has secured third-party loop facilities to serve TRAIN in each exchange in order to avoid CenturyTel's refusal to port numbers for alleged "geographic" reasons. This order was submitted as part of a testing process Socket put in place because of the problems we experienced in LaPlata and Macon. As you know, Socket's number port order for Macon was delayed when CenturyTel ignored Socket's comments on the actual order stating Socket had third-party loop facilities and, instead, forced Socket to prove to CenturyTel that it would serve the customer through loop facilities to the customer's office. As that was being done, the customer's number ports were not worked; causing an inconvenience to Socket's customer. The purpose of this testing is try to avoid any delay caused by CenturyTel simply assuming the port constituted a "geographic port" by working through these issues prior to Socket placing orders for all numbers. .

Socket will resubmit the order with similar remarks and expects that order, like the subsequent orders for TRAIN, to be worked as required by our current Interconnection Agreement and FCC rules for Local Number Portability.

Additionally, there is another issue related to TRAIN that I need to raise. We received an e-mail from Farrell Christeson with TRAIN on May 23, 2007 stating the following:

Any news to report ? One of the local Centurytel guys called me yesterday to ask what was going on with Licking and Houston ( Cabool and Summersville are not in his area ). He said he did not know anything other than we had requested a number port and he wanted to know if we would be keeping the T1's. Other than knowing we had requested it he said he didn't know anything, he did appear to know that Centurytel may not let the port happen because he said " Well, I believe they (Centurytel) has until today (5/21/07) to give an answer but I'm not sure about that even. "

Farrell Christeson  
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As I am sure that you are aware, the Interconnection Agreement between Socket and the CenturyTel entities clearly does not permit CenturyTel's retail sales people to have access to wholesale order information, including number port orders, and certainly not to permit them to use that information for retail purposes such as saving the customer or winning the customer back to CenturyTel. All orders for services or UNEs placed by Socket are considered "Confidential Information". Access to Confidential Information is restricted to authorized employees who have a need to know Confidential Information for performance of this Agreement. That Confidential Information is to be used only for purposes of fulfilling work or services performed under the Interconnection Agreement. (See Article III, Section 14.)

Based upon this e-mail, it is clear that CenturyTel is not complying with these restrictions as CenturyTel's salesperson assigned to TRAIN was informed that Socket had submitted a number port request, used that information as a reason to contact the customer regarding his retail services and whether TRAIN would be keeping the CenturyTel retail T1s. The CenturyTel salesperson was also aware that CenturyTel might not complete the number port. This is not an isolated incident as other customers in the Columbia area have shared similar experiences as well. It appears there is an overall lack of compliance with these requirements that must be addressed immediately. I would like to know from you what policies and procedures are in place to see that these restrictions are complied with and what training has been done to educate CenturyTel's personnel of these restrictions. I would also like to know what changes will be made to ensure CenturyTel's personnel comply with these restrictions.

Sincerely,

/s/ George A. Pfenenger

George A. Pfenenger

cc: Mr. Call Simshaw (via e-mail)  
Mr. Joey Bales (via e-mail)  
Mr. John VanEschen (via e-mail)  
Mr. William L. Voight (via e-mail)

June 1, 2007

Mr. George Pfenenger  
Socket Telecom, LLC  
2703 Clark Lane  
Columbia, MO 65202

VIA REGULAR U.S. MAIL

Re: George Pfenenger letters dated May 15 and 24, 2007

Dear Mr. Pfenenger:

In response to your letters of May 15 and 24, 2007, you have reached several inaccurate conclusions that need to be addressed.

First, your letter states that CenturyTel retail sales personnel accessed Socket ordering information and contacted your customer for a winback. This is a completely incorrect conclusion. Pursuant to his understanding of his job responsibilities, a CenturyTel Communications Technician was trying to verify that adequate facilities existed for the re-routing of traffic associated with the porting request. Moreover, this CenturyTel employee was within the authorized "need to know" category "for performance of the agreement" in terms of making a capacity evaluation of how traffic was to flow if the port request was worked. Finally, the customer at issue chose to voluntarily reveal more facts about this port request than was previously known by the CenturyTel technician. Setting aside the employee's authorized need to know status, as you must be aware, the FCC has clarified that receipt of information from a third party source or other indirect means does not violate any competitive confidentiality obligations.

Second, in your May 24 letter, you state that you interpret CenturyTel's May 22 letter to "...mean that CenturyTel will complete Socket's future number port orders for our customer..." That is certainly an expansive reading of CenturyTel's May 22 letter. As you know, the legitimacy of Socket's non-local number portability request is the subject of a proceeding before the Missouri Public Service Commission at this moment. CenturyTel will fulfill its obligation under law to process all porting requests where the ported number's physical service address for that service does not change. In other words, the port request will not be rejected if there is certification that the physical termination point for the ported telecommunications service will not be moving.

In CenturyTel's opinion, Socket has a history of requesting inappropriate geographic ports. Additionally, some of the affirmations received from Socket regarding whether an end user customer's physical location will or will not remain the same have been less than straightforward. These actions have not been helpful for understanding how traffic should or will flow when the service address for a telephone number is in evolution and whether the service address specifically associated with the ported number is moving.

While Socket has very little incentive to be concerned with the entire body of Missouri telecommunications traffic, CenturyTel is concerned that Socket's actions exceed legal requirements for local number ports, jeopardize traffic flows and contort the local number portability obligations of the Federal Telecommunications Act and applicable Federal Communications Commission Rules.

CenturyTel respectfully requests that Socket act in good faith during the pendency of the Commission proceeding, a proceeding in which Socket has requested expedited relief and CenturyTel is participating within that expedited process.

Sincerely,

  
Susan Smith

cc: Mr. Cal Simshaw  
Mr. Joey Bales  
Ms. Becky Kilpatrick  
Mr. John VanEschen  
Mr. William L. Voight





Socket Telecom, LLC  
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June 6, 2007

Ms. Susan Smith  
911 N. Bishop Rd, C207  
Texarkana, TX 75501

VIA E-MAIL AND OVERNIGHT MAIL

Ms. Susan Smith:

The purpose of this letter is to respond to your June 1, 2007 letter. First, regarding the customer contacts made by CenturyTel personnel to Socket's customer, Socket still maintains that it was totally inappropriate for CenturyTel's personnel to contact the customer with questions related to the number port. We doubt the validity of your claims that the CenturyTel employees who contacted the customer fall within a "need to know status". Even if those personnel had a "need to know" for purposes of fulfilling Socket's order, they have no legitimate reason for contacting the customer. Instead, those questions should have been directed at Socket. This is the process that is supposed to be followed and, to the best of Socket's knowledge, is the process that has been followed to date. In fact, CenturyTel had previously placed a previous port order for TRAIN into Jeopardy status because Socket did not specify what was to happen to the other services. CenturyTel clearly recognized in this instance that it should contact Socket and not the customer. There is simply no legitimate basis for CenturyTel personnel to contact the customer once it receives a port order.

Moreover, we have spoken to the customer about the numerous contacts made to him by various CenturyTel personnel after the port order was placed and very much believe that these employees were directed to contact the customer in an effort to winback the account and quiz the customer about whether the port was a "geographic" port. According to the customer, CenturyTel's Communications Technicians were well versed in asking questions about geographic ports and porting numbers out of the area. We also understand the customer was contacted by CenturyTel representatives that were responsible for territories other than the Houston exchange, which is the exchange where the number port was placed by Socket. Clearly, the customer's services in the Licking exchange are unrelated to the port order placed for the Houston exchange. These types of customer contacts are absolutely inappropriate. CenturyTel must immediately stop its winback and fishing exercises under the ruse of gathering information necessary to complete Socket's number port order.

With respect to the port itself, your letter seems to convey a change in CenturyTel's position with respect to "geographic ports". Socket understood CenturyTel had committed that it would complete port orders if customers were moving within an exchange. This understanding was recently reinforced by the following Question and Answer found on Page 5 of your Direct Testimony filed in Case No. TC-2007-0341.

Q. WOULD CENTURYTEL ACCEPT A LOCATION PORTING ORDER FROM SOCKET IF THE CUSTOMER WAS SIMULTANEOUSLY MOVING WITHIN IN AN EXCHANGE?

A. Yes, CenturyTel would process such a port because CenturyTel would allow its own customers to keep a number if moving within an exchange.

Based upon this understanding, Socket obtained loop facilities to serve the customer in each exchange. This was clearly stated in my May 15, 2007 letter. To the extent that was not clear in my previous communications, consider this letter the certification that Socket will serve this customer through loop facilities from Socket's switch to a customer premise in the same exchange as the customer's current premises. You should also realize that by requiring Socket to install these loop facilities, and terminate the traffic in the same local calling area as the traffic originated from, CenturyTel will now be required to pay reciprocal compensation to Socket for traffic terminating to Socket's end users. That was outcome was brought on by CenturyTel's own actions.

In reading your June 1, 2007 letter, your position seems to have changed. In that letter, you state that, "the port request will not be rejected if there is certification that the physical termination point for the ported number will not be moving". This seems to imply that, now that Socket has found a way to serve this customer through loop facilities from Socket's switch to a customer premise in the same exchange, CenturyTel is changing it's position to require Socket to serve the customer at the exact same customer premise. Hopefully that is not the case, as it would contradict your sworn testimony filed with the Missouri Public Service Commission. If that is the case, I request that you affirm that CenturyTel has indeed changed its position and clearly state CenturyTel's current position.

Finally, in response to your erroneous statements about Socket having little concern about the "entire body of Missouri telecommunications traffic", that is hardly the case. Socket certainly recognizes that blockage on the network is detrimental to everyone and does not want that to occur. That said, surely you realize that whether the customer's service address remains in the exchange or moves outside the exchange is completely unrelated to how traffic should or will flow between Socket and CenturyTel as each Party is responsible for delivering all traffic to the current Point of Interconnection, which is in Branson and is unrelated to the customer premise.

Socket also expects all parties to fulfill their obligations that are set forth in the current interconnection agreement. To date, Socket's actions have been consistent with its obligations. Going above and beyond those obligations, I provided advance notice to you of these numbers ports so that capacity questions and any issues related to CenturyTel's "geographic ports" could be addressed before there were any negative customer impacts. Instead, we now have customer impacts as CenturyTel chose to sit back and manufacture reasons for not porting the customer's phone number. Those reasons are never conveyed until an order is placed and then, the reason given is simply "geographic port" with no explanation of why CenturyTel believes that to be the case. If the "certification" that I have provided is not sufficient to satisfy CenturyTel's geographic port issues, I request that you please put in writing exactly what CenturyTel seeks to require and to do so immediately. Otherwise, instruct your people to work with us to complete the port order immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "George Pfenenger". The signature is fluid and cursive, with the first name "George" being more prominent than the last name "Pfenenger".

George Pfenenger  
Chief Executive Officer

cc: Mr. John VanEschen (via e-mail)  
Mr. William L. Voight (via e-mail)  
Mr. Joey Bales (via e-mail)  
Mr. Cal Simshaw (via e-mail)