

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	Case No. TC-2007-0341
)	
CenturyTel of Missouri, LLC d/b/a)	
CenturyTel and Spectra Communications)	
Group, LLC dba CenturyTel)	
)	
Respondents.)	

SOCKET TELECOM'S RESPONSE TO ORDER DIRECTING FILING

COMES NOW Socket Telecom, LLC, pursuant to 4 CSR 240-2.080(15) and Commission order, and for its Response to Order Directing Filing states to the Commission:

1. On September 11, 2007 the Commission issued its Order Directing Filing, instructing the parties to: (a) respond to the Small Telephone Company Group's (STCG) Petition for Leave to File Amicus Brief; and (b) inform the Commission regarding the status of settlement negotiations.

2. With respect to settlement negotiations, Socket understands that all parties agree that further discussions are still worthwhile. On or before September 28, 2007, Socket will provide a definitive response to the Commission's question as to whether a decision should be rendered herein.

3. Regarding the STCG, Socket submits that the Commission should deny the Petition for Leave to File Amicus Brief:

A. First and foremost, this is a case concerning number portability. The members of the

STCG have no applicable experience concerning number portability. As the Commission is well aware, the members of the STCG do not face any facilities-based wireline competition, and so they are not involved in number porting with wireline competitors like Socket Telecom. See, Report and Order, *In the Matter of the Application of Big River Telephone Company, L.L.C. to Expand Its Certificate of Basic Local Service Authority to Include Provision of Basic Local Exchange Telecommunications Service in the Exchanges of BPS Telephone Company and to Continue to Classify the Company and Its Services as Competitive*, Case No. TA-2007-0093 (May 2007) (“Big River’s application to extend its provision of basic local telecommunications services into BPS’s service territory may be an issue of first impression for the Commission in that this is the first such application from a facilities-based CLEC for the provision of basic local telecommunications services in a small telephone company exchange under the provisions of Section 392.451.”).¹ Further, as STCG admits, its members have no obligation to engage in wireline-to-wireless number porting because the FCC’s *Intermodal Order* remains stayed as to small carriers like them. (Proposed Brief, p. 3). Thus, the STCG has no relevant expertise regarding this matter.²

B. STCG’s superficial comments regarding the issues in this case and FCC orders add nothing of substance and instead place unnecessary burdens on the Commission and the parties (such as this response). For instance, STCG sets up the false premise that Socket seeks location portability (Proposed Brief, p. 1), when it is clear from the evidence and the law that Socket does not seek location portability at all, but rather simply seeks service provider portability so that

¹ While Big River was authorized just four months ago to compete on a facilities basis against STCG member BPS, those parties have yet to resolve an interconnection agreement between them to allow number portability to occur. See Case No. TO-2008-0003.

² Indeed, because of their continued artificial insulation from competition, the STCG members still regard their customers as being their own personal property, akin to horses apparently, and fail to even comprehend that customers in a competitive environment are free to change providers and keep their telephone number.

customers can exercise their legal right to choose to change from CenturyTel to Socket and keep their telephone numbers. STCG fails to acknowledge those portions of the FCC's *Intermodal Order* that expressly clarify the requirements of wireline-to-wireline number porting, and it also totally ignores other applicable authorities discussed in Socket's Brief. Likewise, STCG makes gratuitous comments about industry practices without any sincere effort to delve into and analyze the record (and again without any applicable experience), which amply demonstrates that Socket and its customers are entitled to number portability as requested consistent with industry practices. In fact, Socket Telecom has completed over 300 number ports with numerous LECs in Missouri involving the same circumstances as those that are the subject of the pending complaint. The members of the STCG have no pertinent experience with industry practices related to local number portability and are in no position to offer any credible opinion of the Missouri industry practice related to local number portability, particularly off the record via an unsubstantiated proposed brief. Hence, not only does STCG lack pertinent experience, but its proposed brief is so superficial that it simply burdens the case file.

C. STCG's references to various prior Commission decisions concerning its requests for suspension of certain number portability requirements are not on point. This case does not concern such number porting by STCG members. Moreover, the Commission has resolved matters such as points of interconnection, transport obligations, and intercarrier compensation between Socket and CenturyTel in a specific arbitration proceeding, separate and apart from its decisions concerning STCG members. As the record demonstrates, CenturyTel is simply obligated to transport traffic to and from the point of interconnection, as already decided by the Commission in the arbitration. The location of the customer has nothing to do with CenturyTel's

obligations – it simply must take traffic to the point of interconnection.³ STCG adds nothing by making isolated references to hyperbolic testimony from CenturyTel witnesses which is contradicted by the very terms and conditions of the interconnection agreement and related Commission orders, as well as the bulk of the record, all as shown in Socket’s Brief.

4. STCG has absolutely no interest in this dispute between Socket and CenturyTel. In this case, Socket simply asks the Commission to enforce number porting requirements that apply to CenturyTel and to enforce related provisions of its interconnection agreement with CenturyTel. None of that has anything to do with STCG members.

WHEREFORE, Socket Telecom requests that the Commission await further information from the parties concerning potential settlement of this matter and in the interim deny STCG’s Petition for Leave to File Amicus Brief.

Respectfully submitted,

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

/s/ Carl J. Lumley

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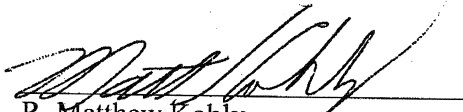
Attorneys for Socket Telecom, LLC

³ Commissioner’s Gaw “analogy”, repeated herein by STCG, was simply not on point. Customers are not property like horses. No one asks the incumbent to haul the traffic beyond the point where the companies mutually exchange traffic for the mutual benefit of all their customers. No one asks the incumbent to provide free maintenance for the customer. Charming homespun, but totally inaccurate.

COUNTY OF BOONE)
)
STATE OF MISSOURI)

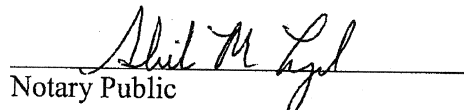
VERIFICATION

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 with 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.

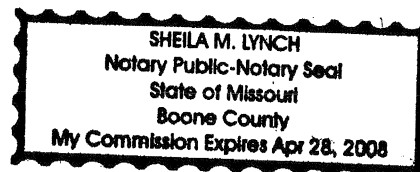

R. Matthew Kohly

On this 20th day of September, 2007, 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 with 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: 4/20/08



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this document was emailed to the parties listed below on this 20th day of September, 2007.

/s/ Carl J. Lumley

Carl J. Lumley

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