

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

In the Matter of CenturyTel of Missouri, LLC)	
d/b/a CenturyTel and Spectra Communications)	Case No. TC-2007-0307
Group, LLC d/b/a CenturyTel Tariff Filings to)	
Grandfather Remote Call Forward Services)	Tariff Nos. JI-2007-0498
To Existing Customers and Existing Locations)	JI-2007-0499

BRIEF OF SOCKET TELECOM AND SOCKET INTERNET

Come Now Socket Telecom, LLC and Socket Internet pursuant to Commission order and for their Brief state to the Commission as follows:

Executive Summary

The Commission should reject CenturyTel's proposal to eliminate RCF service. It is a valuable service and there is no good reason to withhold it from the public. The modest competitive advantage that CenturyTel would gain by hoarding more familiar NXX codes in rural areas is not legitimate and is vastly outweighed by the harm that would be sustained by the public with the loss of RCF service.

Additionally, whether or not the Commission rejects CenturyTel's RCF "grandfathering" proposal, the Commission should direct CenturyTel to fulfill pending orders for RCF service. Orders submitted prior to any approved effective date of tariff pages cancelling RCF service are valid and must be fulfilled. CenturyTel's objections to pending orders are baseless. Moreover, its objections do not even pertain to the use of its RCF service, but rather raise false concerns about interconnection arrangements that arise only after use of its RCF service has ended.

Procedural History

On January 19, 2007, CenturyTel filed proposed tariffs with an effective date of February 18, 2007 in order to “grandfather” Remote Call Forwarding (RCF) services to existing customers at existing locations. On February 14, 2007, Socket Telecom and Socket Internet filed their Request to Suspend or Reject the proposed tariffs, due to CenturyTel's failure to fulfill pending orders for RCF service and also pointed out the adverse impacts cancellation of RCF service would have on the public. On February 14, 2007 Staff also requested the Commission to suspend the proposed tariffs for investigation. On February 15, 2007 the Commission suspended the proposed tariffs to December 18, 2007.

Pursuant to the case schedule approved by the Commission, the parties pre-filed testimony. Socket Telecom and Socket Internet presented testimony from Matt Kohly.¹ CenturyTel presented testimony from Arthur Martinez² and Ralph Teasley.³ Staff presented testimony from Telecommunications Department Supervisor Bill Voight.⁴ In testimony, Staff joins Socket Telecom and Socket Internet in opposing CenturyTel's failure to fill pending RCF orders and its proposal to “grandfather” RCF service.

At the request of the parties, the Commission cancelled the hearing, received all the testimony into evidence, and directed the parties to file briefs.

Statement of Facts

Remote call forwarding (RCF) service enables a customer to use a telephone number assigned to one local calling area and have the calls forwarded to its telephone number assigned to a different local area. The service allows people in the first local calling scope that want to

¹ Mr. Kohly described his background and expertise at pages 1-3 of his Direct Testimony (Ex. 1). He also filed Rebuttal (Ex. 4) and Surrebuttal (Ex. 8).

² Direct p 3-4 (Ex. 2). See also Rebuttal (Ex. 7) and Surrebuttal (Ex. 9).

³ Direct p. 3-4 (Ex. 3). See also Rebuttal (Ex 6) and Surrebuttal (Ex 10).

⁴ Rebuttal p. 1-2 (Ex 5).

call the customer to place a local call, with the traffic then forwarded to the customer's other number. (Voight Rebuttal, p. 2; Martinez Direct, p. 4-5; Teasley Direct, p. 5). RCF service is typically used by businesses to expand the ability of people to reach them by means of local calling, but it also can be used in emergency situations affecting the customer's site because calls are forwarded by the network rather than by customer premise equipment. (Id.). Mr. Kohly elaborated on the public benefits of RCF services, describing how important such services can be to business customers who want their own customers to be able to reach them by local calls, as well as how important the services can be during times that natural disasters interrupt business activity in a specific area. (Kohly Direct, p. 16-18). Mr. Voight described RCF service as "indispensable" and stated "there is no close substitute for Remote Call Forwarding Telephone Service." (Voight Rebuttal, p. 3).

CenturyTel is a noncompetitive large incumbent local exchange carrier that serves about a half-million access lines in Missouri.⁵ It has taken over exchanges previously served by GTE. RCF has long been offered by the incumbent carrier in these areas and by the other incumbents in the rest of the state and country as well. (Kohly Direct, p. 4-5, 16).⁶

Socket Telecom is a competitive local exchange company authorized to compete against CenturyTel. (Kohly Direct, p. 3). Socket Telecom has interconnection agreements with CenturyTel that were arbitrated and approved by the Commission pursuant to federal and state law. (Kohly Direct, p. 4). Under the agreements and applicable law, Socket Telecom can resell CenturyTel RCF services to Socket Telecom customers. Additionally, under the agreements and applicable law, Socket Telecom can win over a CenturyTel RCF subscriber and, pursuant to

⁵ CenturyTel operates as CenturyTel of Missouri, LLC and Spectra Communications Group, LLC.

⁶ For example, the FCC selected RCF as an interim means of implementing number portability in 1996. See First Report and Order and Further Notice of Proposed Rulemaking, *In the matter of Telephone Number Portability* CC Docket 95-116, ¶ 110 (July 2, 1996) (First Report and Order).

number portability, that customer can keep its RCF telephone number and use it with Socket Telecom's own Remote Call Forward and foreign exchange services. The Commission expressly required CenturyTel to port RCF numbers in the arbitration decision. (Kohly Direct, p. 15; Kohly Rebuttal, p. 7; Kohly Surrebuttal p. 16; Voight Rebuttal, p. 6).⁷

Socket Telecom serves several thousand voice lines in CenturyTel's incumbent territory, primarily by winning the customers from CenturyTel. CenturyTel has used Socket's competitive presence as a full-service CLEC to obtain competitive classification from the Commission in certain exchanges. (Kohly Rebuttal, p. 3).

Socket Internet is an internet service provider conducting business in Missouri. (Kohly Direct, p. 3). It competes against an internet service provider affiliated with CenturyTel. (Kohly Direct, p. 15). As shown throughout the testimony, Socket Internet obtains services from CenturyTel and from Socket Telecom.

Socket Internet has been a subscriber to CenturyTel RCF service. In October 2006, Socket Internet purchased 39 RCF arrangements from CenturyTel.⁸ Socket Internet decided to change providers and port the RCF telephone numbers to Socket Telecom. (Kohly Direct, p. 12-13). Socket Internet complied with its obligations as a CenturyTel customer for these arrangements. (Id.; Kohly Rebuttal, p. 4). CenturyTel admits that Socket Internet uses the RCF service properly while it is a subscriber to that service. (Martinez Direct, p. 10, 12; Teasley Direct, p. 6).

While it was a subscriber to CenturyTel RCF service, Socket Internet requested that the arrangements be reconfigured to forward calls to local numbers. CenturyTel refused, insisting that calls had to continue to be forwarded to an 888 number. Mr. Kohly explained that

⁷ CenturyTel customers are allowed to convert regular service to RCF service and keep their telephone number, and then change carriers to Socket Telecom and still keep their telephone number. (Kohly Rebuttal, p. 15-16).

⁸ There were needless delays, but CenturyTel ultimately fulfilled the orders. (Kohly Direct p. 13).

CenturyTel's refusal to meet Socket Internet's request was a violation of the tariff, in that Socket Internet fully complied with the tariff terms and conditions. (Kohly Rebuttal, p. 9-11).

Socket Internet obtains a foreign exchange service from Socket Telecom that, like RCF, allows it to receive calls that are locally dialed by customers in different local calling areas, so that its customers can use dial-up internet access through local (toll-free) calls.⁹ In the rural areas at issue, many times this dial-up access is the only internet access available due to lack of broadband access, and in other instances it is the only alternative the internet user can afford. (Kohly Surrebuttal, p. 12-14).

Socket Internet could simply start by subscribing to Socket Telecom foreign exchange service, but it would be assigned a telephone number from the blocks assigned to Socket Telecom. By starting as a CenturyTel RCF subscriber and later changing providers to Socket Telecom and changing to Socket Telecom's foreign exchange service, pursuant to federally-mandated number portability, Socket Internet is able to continue to use telephone numbers from the blocks assigned to the incumbent. (Kohly Direct, p. 6-7; Kohly Surrebuttal p. 9-10).

Socket Internet prefers to be able to use telephone numbers from blocks assigned to the incumbent, because customers are more familiar with the first three digits (the NXX code) and recognize that the numbers can be called by local dialing without toll charges. This is particularly true in the rural areas served by Socket Internet, where historically there have been few assigned NXX codes. By using more familiar NXX codes, Socket Internet can eliminate customer confusion, because new codes are often not listed as being available for local dialing in the telephone directory until long after the codes are put to use, customers may mistakenly dial 1+ to use a new code and as a result may needlessly incur toll charges, and other carriers' systems may

⁹ CenturyTel sells its own multi-channel ISDN-PRI and CyberDS1 services with a foreign exchange option to ISPs and other customers. In fact, Socket Internet has previously purchased such foreign exchange service from CenturyTel in order to provide dial-up internet access (Kohly, Surrebuttal, pg. 9-10; Teasley Surrebuttal, p. 5).

not promptly recognize new codes and process calls to them. Mr. Kohly provided real examples of all these problems that both Socket Telecom and Socket Internet have experienced when they have used unfamiliar “new” NXX codes in rural areas. Customers have even misperceived an unfamiliar number as being a cell phone number (and thus gained the mistaken belief that they were being asked to use wireless service to reach the internet), due to a number falling within a newer block of 10,000 numbers that is in large part assigned to wireless carriers. (Kohly Direct, p. 7-9; Kohly Surrebuttal, p. 4-7). Mr. Kohly also explained that Socket Telecom and Socket Internet are at a disadvantage if they have to use unfamiliar local telephone numbers that are not shown in the information pages of the directory while CenturyTel and its affiliated internet service provider continue to use familiar numbers. (Kohly Direct, p. 15, Kohly Surrebuttal, p. 6).

As Mr. Kohly explained, this preference for use of recognized NXX codes is not unique to Socket Internet, but rather is common with other Socket Telecom customers as well. (Kohly Direct, p. 9; Kohly Surrebuttal, p. 6).

Telephone numbers do not belong to the carriers. They are a public resource administered by the North American Numbering Plan Administration. Numbers are assigned in blocks to carriers, but customers have the right to keep a specific number when they change providers. Nothing is taken away from a carrier when a customer ports a number, and the carrier does not “lose control” of a ported number because it never had any control. Switches are simply reprogrammed so that calls are delivered to the new carrier serving the customer. (Kohly Rebuttal, p. 6; Kohly Surrebuttal, p. 8-9). As stated in the legislative history of the Telecommunications Act of 1996, “the ability to change service providers is only meaningful if a customer can retain his or her local telephone number.” House of Rep. Comm. On Commerce Report on HR 1555 at 72 (July 24, 1995) (House Report)(cited by FCC in its First Report and

Order, ¶ 2). When a customer changes providers and retains their telephone number by means of number portability, they are also entitled under the applicable FCC regulations to simultaneously change the services they are obtaining. (Kohly Surrebuttal p. 9-10, citing the First Report and Order, para. 183). As indicated above, the Commission expressly required CenturyTel to port RCF numbers to Socket Telecom in the arbitration decision.

Mr. Kohly explained that there is no difference in the manner in which Socket Telecom and CenturyTel interconnect and exchange traffic, whether Socket Telecom assigns a new telephone number to a customer or whether a telephone number is ported from CenturyTel to Socket Telecom for the customer. (Kohly Rebuttal, p. 1-3, 7; Kohly Surrebuttal, p. 2-3, 17-21). Each company sells its respective services to its customers pursuant to its tariffs. (Kohly Rebuttal, p. 6). Each company is responsible for the facilities on its side of a point of interconnection, and has a responsibility to exchange traffic with the other company at that point of interconnection. (Kohly Rebuttal p. 8-9; Kohly Surrebuttal, p. 17). The interconnection agreements establish a process for creating points of interconnection. (Id.). The agreements also call for the companies to augment their interconnection facilities as more traffic is exchanged between them. (Kohly Surrebuttal, p. 10-11). Mr. Voight agreed with Mr. Kohly's description of the parties' interconnection responsibilities. (Voight Rebuttal, p. 5-6).

CenturyTel is fully compensated, as Socket Internet pays for its RCF service subscription (it would pay \$5,500 for three months of service under the pending service orders), and when the change in providers occurs Socket Telecom pays for the porting of the numbers. (Kohly Direct, p. 12; Kohly Surrebuttal, p. 4). In other words, CenturyTel is fully compensated pursuant to tariff when it serves Socket Internet on a retail basis, and it is fully compensated pursuant to interconnection agreement when it serves Socket Telecom on a wholesale basis

(including when Socket Telecom in turn serves Socket Internet on a retail basis). (Kohly Rebuttal, p. 8). Additionally, CenturyTel is paid local service rates by its own end users that are placing the local calls to Socket Internet and other Socket Telecom customers. (Kohly Surrebuttal, p. 2). There is no “toll bypass”; calls to foreign exchange service customers are local interconnection traffic. (Kohly Direct, p. 6, 12; Kohly Rebuttal, p. 8; Kohly Surrebuttal, p. 2-4; Martinez Direct, p. 5; Teasley Rebuttal, p. 4).

On January 19, 2007, CenturyTel submitted proposed tariffs to "grandfather" RCF service to existing customers at existing locations, so that no one else can ever obtain the service again in its exchanges. CenturyTel proposed to make this “grandfathering” effective February 18, 2007. (Martinez Direct, p. 4).

On February 8, 2007, prior to the proposed effective date of the “grandfathering”, Socket Internet placed orders for 96 RCF arrangements in 61 exchanges with CenturyTel. CenturyTel refused to fulfill the orders. (Kohly Direct, p. 5; Kohly Surrebuttal, p. 4). As with its prior orders, Socket Internet planned to subsequently change providers to Socket Telecom, subscribe to Socket Telecom foreign exchange service, and port the telephone numbers from its CenturyTel RCF arrangements. Socket Internet also planned to first comply with all of its obligations to CenturyTel as a RCF subscriber, as it always has done. (Kohly Direct, p. 6-7, 10).

In denying the orders, CenturyTel initially asserted three reasons. First, CenturyTel asserted that the orders would violate section 6.B.10 of its RCF tariff provisions. That section states:

RCF Service will only be provided when, in the judgment of the Company, the customer subscribes to sufficient RCF Service at the answering location to adequately handle calls without interfering with or impairing any services offered by the Company.

In raising this objection, CenturyTel feigned concern that, after Socket Internet changed providers and ceased to be a subscriber of CenturyTel RCF service, traffic to the ported telephone numbers would “overload CenturyTel’s network.” As Mr. Kohly explained, there is no violation of the tariff provision because there are in fact sufficient resources at the answering location to handle calls while Socket Internet is a CenturyTel RCF customer subject to its tariff. He further testified that Socket Internet has not overloaded CenturyTel’s network as a RCF subscriber. (Kohly Direct, p. 9-11, 13; Kohly Rebuttal, p. 11-14; Kohly Surrebuttal, p. 10-12, 16). He explained that the CenturyTel witnesses were actually discussing purported traffic volumes after Socket Internet changes providers and services, rather than concerns about Socket Internet’s subscription to RCF service from CenturyTel. And he showed that after such changes there still are no legitimate traffic volume concerns. He explained in detail that the dial-up internet access offered by Socket Internet does not generate large volumes of traffic in these rural areas where there is already another Internet Service Provider, generally CenturyTel’s own ISP, already operating. (Kohly Rebuttal, p. 11-13; Kohly Surrebuttal, p. 10-12).¹⁰ Further, Mr. Kohly demonstrated that CenturyTel also offers foreign exchange services like those that Socket Telecom provides to Socket Internet, again showing that there is no basis for CenturyTel’s “concerns” about traffic volumes being exchanged at the point of interconnection after Socket Internet ports a number and becomes a Socket Telecom customer. (Kohly Surrebuttal, p. 7-8). Finally, he explained that once the traffic becomes interconnection traffic (after Socket Internet

¹⁰ Mr. Kohly analyzed a specific instance where CenturyTel contended porting a Socket Internet RCF number to Socket Telecom caused blocking. Over the initial three months after porting, the traffic volume gradually increased to a maximum of only 11 simultaneous calls and has stayed at that level. (Kohly Surrebuttal, p. 10-11). In other areas volumes did not exceed 4 simultaneous calls. (Kohly Surrebuttal, p. 12). The only reason the one situation went as “high” as 11 was because Socket Internet had an embedded base of customers that gained a preferable dialing option. (Kohly Surrebuttal, p. 14). Even if this small traffic volume resulted in any blocking, it is interconnection traffic, it would occur regardless of whether Socket Internet was using a ported number or a newly assigned number from Socket Telecom, and CenturyTel would be required to periodically augment its interconnection facilities to deal with traffic increases. (Kohly Surrebuttal, p. 10-11).

has changed providers), Socket Telecom is not obligated under the agreement to immediately have points of interconnection in every exchange, but rather can develop such POIs over time as volumes of directly exchanged traffic grow, or can use indirect interconnection as an alternative. (Kohly Surrebuttal, p. 17-21).

Second, CenturyTel objected on the grounds that its RCF tariff contains a three-month minimum subscription period. However, as it had done in the past, Socket Internet intended to pay for at least three months of service in satisfaction of this provision. Mr. Kohly explained that CenturyTel receives a windfall when it is paid for three months of service but does not have to provide service for the full three months. (Kohly Direct, p. 9-10, 12-13).

Third, CenturyTel objected because the three-month minimum subscription period for these orders would run beyond the proposed effective date of its “grandfathering” tariff. Mr. Kohly explained that the orders were lawfully placed while CenturyTel continued to offer RCF service pursuant to its tariff and before the proposed effective date of the “grandfathering”. (Kohly Direct, p. 10). He also explained that Socket Internet made business plans based on CenturyTel’s tariffed offering of RCF service, is entitled to buy that service, and that CenturyTel should not be allowed to disregard its tariffs in anticipation of any “grandfathering” that may or may not be permitted. (Kohly Direct, p. 16). Mr. Voight concurred. (Voight Rebuttal, p. 6-7).

Subsequently, CenturyTel raised a fourth objection, contending that the orders would violate section 6.B.9 of the RCF tariff. That section states:

Each RCF Service allows for forwarding one call at a given time. An additional service is necessary for each additional call to be forwarded simultaneously.

Mr. Kohly explained in his testimony that during the period that Socket Internet used CenturyTel’s RCF service, only one call would be forwarded at a time (and that CenturyTel could ensure that through its own network). Mr. Kohly also again explained that once Socket

Internet changed providers, it would no longer be subscribing to CenturyTel's RCF service and CenturyTel's tariff restrictions would no longer apply. (Kohly Direct, p. 11-12, Kohly Rebuttal, p. 4; Kohly Surrebuttal, p. 8-9).

On February 13, 2007, Socket Telecom placed an order to resell CenturyTel RCF service, with Socket Internet as the intended customer. CenturyTel denied the order and raised the same objections. (Kohly Direct, p. 14).¹¹

CenturyTel did not raise any of these objections when Socket Internet ordered and obtained RCF service in October 2006. (Kohly Direct, p. 13). Likewise, CenturyTel did not raise any objections when Mr. Kohly placed test orders in his own name for RCF service on February 15, 2007. (Kohly Rebuttal, p. 14-15). On February 14, 2007, Socket Telecom placed an order to resell CenturyTel RCF, this time with a different intended customer (Boyce and Bynum Laboratories). Notwithstanding the pending "grandfathering" proposal, CenturyTel completed the order on February 19, 2007. (Kohly Direct, p. 15).

Mr. Kohly expressed his opinion that CenturyTel's objections to Socket Internet orders have been raised in bad faith as part of a pattern of obstructing competition. He explained that internet service customers may be more likely to purchase service from the CenturyTel ISP affiliate than from Socket Internet if they do not recognize the dial-up telephone numbers being used by Socket Internet as familiar local numbers. (Kohly Direct, p. 14-15; Kohly Surrebuttal, p. 3). Moreover, he described how CenturyTel's ISP affiliate dominates the dial-up internet access market in many of these rural areas and how CenturyTel is obstructing Socket Internet's access to familiar telephone numbers to preserve that market domination. (Kohly Surrebuttal, p. 11-14).

¹¹ CenturyTel did not comply with the provisions of the interconnection agreements that require Socket Telecom to approve changes, such as a proposed withdrawal of a service that is subject to resale. (Kohly Rebuttal, p. 17).

In its testimony, CenturyTel makes clear that its “concerns” all pertain to what happens after the telephone numbers are ported and Socket Internet becomes a customer of Socket Telecom rather than CenturyTel. (Martinez Direct, p. 11, Teasley Direct, p. 8). Mr. Kohly explained that such “concerns” have nothing to do with Socket Internet’s use of CenturyTel’s RCF service, that there is no difference in what occurs between Socket Telecom and CenturyTel after Socket Internet becomes a Socket Telecom customer whether there is a number port or not, and that CenturyTel is inappropriately trying to relitigate matters resolved in the arbitration that resulted in the interconnection agreements between it and Socket Telecom (as it has also been doing in the Local Number Portability Case, TC-2007-0341). (Kohly Rebuttal, p. 1-5; Kohly Surrebuttal, p. 2).

CenturyTel’s witnesses testified that: “If Socket Internet is willing to commit that it will not seek to have the RCF numbers ported to another carrier, CenturyTel will be in a position to reevaluate the service requests.” (Martinez Direct, p. 13). As Mr. Kohly observed, CenturyTel has no issue with Socket Internet using its RCF service; instead, CenturyTel has improperly sought to use its advantage as the incumbent to obstruct Socket Telecom from serving Socket Internet and to preclude Socket Internet from exercising its right to change providers and keep its telephone numbers. (Kohly Rebuttal, p. 5).

Mr. Kohly testified that Socket Telecom and Socket Internet want the Commission to order CenturyTel to fulfill the RCF orders they each submitted prior to the proposed effective date of the “grandfathering” tariffs.¹² Additionally, Mr. Kohly explained that in his view it would be against the public interest to allow CenturyTel to discontinue its offering of RCF service

¹² Neither Socket Telecom nor Socket Internet has submitted orders for RCF service subsequent to the proposed effective date of CenturyTel’s “grandfathering” tariff, even though as a result of the Commission’s suspension order the RCF tariffs remain in effect with service offered to all. Socket Telecom and Socket Internet have chosen to await the Commission’s decision before placing any additional service or resale orders.

because of the everyday and emergency benefits of the service. He noted the irony of CenturyTel's proposal to eliminate a useful service like RCF "in an era when service offerings and customer choice are supposed to be expanding." (Kohly Direct, p. 16-18, Kohly Rebuttal, p. 1). He testified that with the loss of RCF service, customers would face limitations in CenturyTel serving areas that they do not face elsewhere in the state. (Kohly Rebuttal, p. 16). Likewise Socket Telecom would face unusual restrictions in terms of its ability to convince customers to change providers. (Kohly Rebuttal, p. 15-17).

Mr. Voight testified that CenturyTel should not be allowed to "grandfather" its RCF service. He explained that "grandfathering" has only been allowed when customers have viable alternatives. (Voight Rebuttal, p. 3). He found CenturyTel's confusing reference to purported prison fraud in Washington in 2005 to be irrelevant to Missouri. (Voight Rebuttal, p. 4). He rejected CenturyTel's contention that RCF is obsolete. (Voight Rebuttal, p. 4-5). He agreed with Mr. Kohly that CenturyTel actually does not object to Socket Internet's subscription to RCF service, but rather raises issues concerning matters that arise after Socket Internet changes providers and ports its telephone number, and that these issues are addressed in the interconnection agreements. (Voight Rebuttal, p. 5-6). Finally, he testified that whether or not CenturyTel is allowed to "grandfather" RCF service, the Commission should require it to fulfill Socket Internet's and Socket Telecom's pending orders. (Voight Rebuttal, p. 6-7).

Argument

Issue 1. Should the Commission approve CenturyTel of Missouri, LLC's and Spectra Communications Group, LLC d/b/a CenturyTel's (collectively "CenturyTel") tariff filings to grandfather Remote Call Forward ("RCF") service to existing customers and existing locations?

The Commission should reject CenturyTel's tariff filings to "grandfather" RCF service. It is not in the public interest for an incumbent like CenturyTel to cease providing a standard service offering like RCF service, particularly under the current circumstances.

RCF has long been offered by the incumbent carrier in the former GTE service areas now served by CenturyTel, and likewise by the other incumbents in the rest of the state and country. (Kohly Direct, p. 4-5, 16).¹³

RCF service enables a customer to use a telephone number assigned to one local calling area and have the calls forwarded to its telephone number assigned to a different local area. The service allows people in the first local calling scope that want to call the customer to place a local call, with the traffic then forwarded to the customer's other number. (Voight Rebuttal, p. 2; Martinez Direct, p. 4-5; Teasley Direct, p. 5). RCF service is typically used by businesses to expand the ability of people to reach them by means of local calling, but it also can be used in emergency situations affecting the customer's site as well because calls are forwarded by the network rather than by customer premise equipment. (Id.). Mr. Kohly elaborated on the public benefits of RCF services, describing how important such services can be to business customers who want their own customers to be able to reach them by local calls, as well as how important the services can be during times that natural disasters interrupt business activity in a specific

¹³ For example, the FCC selected RCF as an interim means of implementing number portability in 1996. See First Report and Order and Further Notice of Proposed Rulemaking, *In the matter of Telephone Number Portability* CC Docket 95-116, ¶ 110 (July 2, 1996) (First Report and Order).

area. (Kohly Direct, p. 16-18). Mr. Voight described RCF service as “indispensable” and stated “there is no close substitute for Remote Call Forwarding Telephone Service.” (Voight Rebuttal, p. 3).

As explained in detail below in the argument regarding Issue 2, CenturyTel improperly seeks to “grandfather” RCF service, and thereby impose inconvenience and hardship on the public, because it is dissatisfied with the outcome of its recent arbitration with Socket Telecom. In the arbitration, the Commission ordered CenturyTel to port telephone numbers of customers that have subscribed to its RCF service and decide to switch to Socket Telecom as their provider. (Kohly Direct, p. 15; Kohly Rebuttal, p. 7; Kohly Surrebuttal, p. 16; Voight Rebuttal, p. 6). CenturyTel improperly seeks to trump the Commission’s decision by grandfathering RCF service to limit the number of customers who would have this choice, so that it can retain an artificial competitive advantage for itself and its ISP affiliate.

CenturyTel’s efforts to impair consumer choice and competition in this manner are misguided, as the only ultimate impact would be that Socket Internet and other customers would have to get new telephone numbers, instead of being able to keep their current numbers, when they change providers to Socket Telecom and subscribe to its foreign exchange service. (Kohly Direct, p. 6-7; Kohly Surrebuttal, p. 9-10). But the general public would then unnecessarily suffer the loss of RCF service and the consequences of the confusion (such as unnecessarily incurred toll charges) that can attend the introduction of new telephone numbers, particularly in rural communities where residents better recognize the local numbers that have been used in the past. (Kohly Direct, p. 7-9; Kohly Surrebuttal, p. 4-7). While CenturyTel and its ISP affiliate would to some degree benefit from effectively reserving existing telephone numbers to their own use (Kohly Direct p. 15; Kohly Surrebuttal, p. 6), they are not entitled to such an artificial

competitive advantage in an environment in which customers are entitled to keep their telephone numbers when they change providers and have paid for the ability to keep their telephone numbers when they change providers.¹⁴ (Kohly Rebuttal, p. 6; Kohly Surrebuttal, p. 8-10). In short, CenturyTel ultimately would gain nothing legitimate from “grandfathering” RCF and yet the public would suffer harm.

It would be against the public interest to allow CenturyTel to discontinue its offering of RCF service because of the everyday and emergency benefits of the service. It would be particularly ironic to eliminate such a useful service “in an era when service offerings and customer choice are supposed to be expanding.” (Kohly Direct, p. 16-18, Kohly Rebuttal, p. 1). With the loss of RCF service, customers would face limitations in CenturyTel serving areas that they do not face elsewhere in the state. (Kohly Rebuttal, p. 16). Likewise Socket Telecom would face unusual and inappropriate restrictions as a competitor in terms of its ability to convince customers to change providers. (Kohly Rebuttal, p. 15-17).

Mr. Voight testified that CenturyTel should not be allowed to “grandfather” its RCF service. He explained that “grandfathering” has only been allowed when customers have viable alternatives. (Voight Rebuttal, p. 3). He found CenturyTel’s confusing reference to purported prison fraud in Washington in 2005 to be irrelevant to Missouri. (Voight Rebuttal, p. 4). He rejected CenturyTel’s contention that RCF is obsolete. (Voight Rebuttal, p. 4-5).

For these reasons, the Commission should reject the proposed tariffs so that CenturyTel must continue to offer RCF service to the public. End users should continue to have such service made available to them. Further, CenturyTel should not be allowed to “grandfather” RCF

¹⁴ 47 USC 251(b)(2)(number portability mandated).

service for the purpose of circumventing the Commission's arbitration decision mandating the porting of RCF numbers when end users decide to change providers to Socket Telecom.

Issue 2. Should the Commission require CenturyTel to fulfill Socket Internet's orders for RCF service submitted after the tariff filings, before being allowed to grandfather that service?

The Commission should require CenturyTel to fulfill Socket Internet's pending orders for RCF service. Socket Internet submitted valid orders prior to CenturyTel's proposed effective date for "grandfathering" the service. Likewise, Socket Telecom submitted valid resale orders. CenturyTel is legally required to honor its tariffs and interconnection agreements and fulfill these orders. At one time, CenturyTel tried to argue that it did not have to honor the orders because the minimum RCF service terms would extend beyond the initially proposed effective date of the proposed "grandfather" tariffs. However, such a position is untenable, tantamount to asserting the right to unilaterally and instantaneously withdrawing a tariffed offering without advance notice or approval, contrary to state law. See, e.g., Section 392.220, 392.230. Mr. Voight and Mr. Kohly both testified to the invalidity of this position. (Kohly Direct, p. 10, 16; Voight Rebuttal, p. 6-7). Moreover, CenturyTel itself conceded the invalidity of this particular contention by its own actions, fulfilling orders submitted during the same time period for end users other than Socket Internet. (Kohly Rebuttal, p. 14-15).

There are several indisputable points:

1. Socket Internet is entitled to purchase RCF service out of CenturyTel's tariffs and Socket Telecom is entitled to resell CenturyTel's RCF service under the approved interconnection agreement. (Kohly Direct, p. 15; Kohly Rebuttal, p. 7; Kohly Surrebuttal, p. 16; Voight Rebuttal, p. 6).

2. Socket Internet has previously purchased RCF services out of CenturyTel's tariffs. (Kohly Direct, p. 12-13).

3. Socket Internet has complied with all its obligations as a purchaser of CenturyTel's RCF services. (Kohly Direct, p. 6-7, 10, 12-13; Kohly Rebuttal, p. 4; Martinez Direct, p. 10, 12; Teasley Direct, p. 6).

4. Prior to the proposed effective date of CenturyTel's proposed "grandfathering" tariffs, Socket Internet submitted additional orders for RCF arrangements and Socket Telecom submitted additional orders to resell RCF service, but CenturyTel refused to fulfill these orders. (Kohly Direct, p. 5, 14; Kohly Surrebuttal, p. 4).

5. Socket Internet is entitled to change service providers from CenturyTel to Socket Telecom under state and federal law.¹⁵ (Kohly Direct, p. 15; Kohly Rebuttal, p. 7; Kohly Surrebuttal, p. 16; Voight Rebuttal, p. 6).

6. Socket Internet is entitled to keep its telephone numbers when it changes providers, including when it first used the telephone numbers in connection with CenturyTel RCF service.¹⁶ (Kohly Direct, p. 6-7, 15; Kohly Rebuttal, p. 6-7; Kohly Surrebuttal, p. 8-10, 16; Voight Rebuttal, p. 6). The Commission expressly ordered CenturyTel to provide number portability in such circumstances. (Kohly Direct, p. 15; Kohly Rebuttal, p. 7; Kohly Surrebuttal, p. 16; Voight Rebuttal, p. 6).¹⁷

7. Socket Internet is entitled to change services from CenturyTel RCF to a Socket Telecom foreign exchange service when it changes providers.¹⁸ (Kohly Direct, p. 15; Kohly Rebuttal, p. 7; Kohly Surrebuttal, p. 16; Voight Rebuttal, p. 6).

¹⁵ First Report and Order, para. 2, 183.

¹⁶ Id.

¹⁷ Arbitration Decision, Case No. TO-2006-0299, p. 55-57.

¹⁸ First Report and Order, para. 183.

8. When Socket Internet changes providers and services from CenturyTel RCF to Socket Telecom foreign exchange service, it is no longer in that instance subject to CenturyTel's RCF tariff. CenturyTel's tariffs only apply when it is providing service to its customers. (Kohly Rebuttal, p. 1-6; Kohly Surrebuttal, p. 2; Teasley Rebuttal, p. 3).

9. By subscribing to Socket Telecom's foreign exchange service, Socket Internet facilitates local dial-up internet access. (Kohly Direct, p. 6; Teasley Rebuttal, p. 4).

10. Once Socket Internet becomes a Socket Telecom subscriber in a specific instance, Socket Telecom and CenturyTel exchange the related interconnection traffic in exactly the same way at exactly the same point of interconnection regardless of whether Socket Internet has ported a telephone number that it used as a CenturyTel RCF subscriber or whether Socket Internet obtains a new telephone number from Socket Telecom. (Kohly Rebuttal, p. 1-3, 7; Kohly Surrebuttal, p. 2-3, 17-21).

There is no subterfuge; there is no hidden agenda. Socket Internet ordered additional RCF arrangements from CenturyTel because, after satisfying its obligations under CenturyTel's tariffs including making the minimum required payments, Socket Internet intended to change providers to Socket Telecom, change services to foreign exchange service, and keep the same telephone numbers.

Socket Internet (like other customers) wants to be able to use telephone numbers initially assigned by CenturyTel so that Socket Internet's customers in rural areas recognize the numbers as affording them local dial-up access to the internet. (Kohly Direct, p. 9; Kohly Surrebuttal, p. 6). Frequently, in these areas there is no broadband access and dial-up access is all that is available. Also, in many instances dial-up access is all the user wants or can afford. (Kohly Surrebuttal, p. 12-14). Socket Internet prefers to use telephone numbers assigned from

the incumbent because customers are familiar with those NXX codes. By using such familiar codes, Socket Internet avoids problems such as those identified by Mr. Kohly in his testimony: confusion due to absence of new codes from information pages of directories for extended periods; inadvertent incursion of long distance charges due to customers erroneously dialing 1+; call processing problems related to delays in other carriers recognizing new codes; and erroneous perceptions of dial-up access numbers being wireless numbers. (Kohly Direct, p. 7-9; Kohly Surrebuttal, p. 4-7).

CenturyTel wants to stop Socket Internet from using familiar telephone numbers because CenturyTel wants to artificially sustain the substantial market share that its ISP affiliate typically has in rural areas absent competition from Socket Internet. CenturyTel and its ISP affiliate gain an undue advantage if competitors like Socket Internet have to use unfamiliar new codes that are not listed in directory informational pages while CenturyTel and its ISP continue to use familiar numbers. (Kohly Direct, p. 14-15; Kohly Surrebuttal, p. 3, 6, 11-14).

CenturyTel simply has no right to obstruct porting of telephone numbers in this manner. Numbers do not belong to carriers. Customers have a right to keep their numbers when they change to a new provider and a new service arrangement. (47 USC 251(b)(2); First Report and Order, para. 2, 183). The Commission has ordered CenturyTel to port RCF telephone numbers under such circumstances, in recognition that the customers are entitled to keep their numbers.¹⁹ Notwithstanding CenturyTel's false contentions about purported network issues, everything that occurs subsequent to such ports is totally irrelevant to CenturyTel's obligation to fulfill RCF orders under its currently effective tariffs. Indeed, other than the involved telephone numbers, everything else remains the same whether ports occur or new numbers are assigned when changes in carriers occur.

¹⁹ See supra note 17.

Socket Internet has and will fully comply with CenturyTel's RCF tariffs while it is a CenturyTel customer subject to those tariffs, including fulfilling the financial obligations of the applicable term commitment. (Kohly Direct, p. 6-7, 10). CenturyTel admits that Socket Internet meets its tariff obligations. (Martinez Direct, p. 10, 12; Teasley Direct, p. 6). All of CenturyTel's "concerns" pertain to what happens after the telephone numbers are ported and Socket Internet becomes a customer of Socket Telecom rather than CenturyTel. (Martinez Direct, p. 11; Teasley Direct, p. 8). CenturyTel has indicated that it would fulfill the orders if Socket Internet would commit not to change local service providers. (Martinez Direct, p. 13). But CenturyTel has no right to request such a commitment or otherwise hold Socket Internet hostage. Moreover, contrary to CenturyTel's efforts to confuse the Commission, CenturyTel's tariffs have no application after Socket Internet has ported a number and is being served by Socket Telecom. (Kohly Rebuttal, p. 1-5; Kohly Surrebuttal, p. 2; Teasley Rebuttal, p. 3).

The specific objections that CenturyTel raised contemporaneously with its refusal to fulfill the pending RCF orders from Socket Internet (retail) and Socket Telecom (resale) have no basis. Consistent with section 6.B.10 of the tariff, there are sufficient resources at the answering location to handle calls while Socket Internet obtains RCF service from CenturyTel and Socket Internet has not overloaded CenturyTel's network with RCF traffic. Kohly Direct, p. 9-11, 13; Kohly Rebuttal, p. 11-14; Kohly Surrebuttal, p. 10-12). Socket Internet has and will comply with the tariff requirement that it pay for at least three months of service for each RCF arrangement, providing CenturyTel with a windfall. (Kohly Direct, p. 9-10, 12-13). At all times while Socket Internet is using CenturyTel RCF service, only one call is forwarded to the telephone number at any given time consistent with tariff section 6.B.9 – indeed CenturyTel's

own network does not allow more than one call to be forwarded.²⁰ (Kohly Direct, p. 11-12, Kohly Rebuttal, p. 4; Kohly Surrebuttal, p. 8-9).

All of CenturyTel's objections are false pretenses. The matters that it discusses (albeit inaccurately) occur after Socket Internet has ported a number, ceased to be a CenturyTel RCF subscriber, and become a Socket foreign exchange service subscriber, and will also occur if Socket Internet simply starts as a Socket Telecom customer with a new number. The traffic will be exchanged at the same point of interconnection, each party will be responsible for establishing, maintaining and augmenting the facilities on its side of the POI, and traffic volumes may dictate creation of additional POIs over time. (Kohly Rebuttal, p. 1-3, 7-9; Kohly Surrebuttal, p. 2-3, 10-11, 17-21; Voight Rebuttal, p. 5-6). CenturyTel's dissatisfaction with the results of the prior arbitration between the parties and the contents of the Commission-approved interconnection agreement is not a legitimate basis for it to violate its own tariffs and agreements. (Kohly Rebuttal, p. 1-5; Kohly Surrebuttal, p. 2).²¹

Additionally, CenturyTel is fully compensated. Socket Internet pays what is due under the RCF tariff while it is a CenturyTel subscriber, and Socket Telecom pays what is due pursuant to the interconnection agreement when Socket Internet is a Socket Telecom subscriber. CenturyTel is also paid by its own customers who call Socket Internet. There is no "toll bypass"; calls to foreign exchange service customers are local interconnection traffic.²² (Kohly Direct, p. 6, 12; Kohly Rebuttal, p. 8; Kohly Surrebuttal, p. 2-4; Martinez Direct, p. 5; Teasley Rebuttal, p. 4).

²⁰ This CenturyTel objection is all the more suspect in that it was not among those initially raised when the orders were placed. (Kohly Direct, p. 11-12).

²¹ Nor is this case the proper forum to relitigate the number portability issues under consideration by the Commission in Case No. TC-2007-0341.

²² CenturyTel has had no problems when Socket Internet has obtained RCF or foreign exchange service from it, rather than from Socket Telecom. (Kohly Surrebuttal, p. 7-8; Teasley Surrebuttal, p. 5).

Traffic volumes after Socket Internet has changed providers are interconnection issues, not RCF tariff issues. Again, the CenturyTel RCF tariff does not apply when Socket Internet is obtaining service from Socket Telecom. While not pertinent to this proceeding, even after Socket Internet has changed providers there are no traffic volume problems under the interconnection agreement because: (1) the volumes remain low due to Socket Internet being at best the second (to the incumbent's affiliate) to the market in providing dial-up internet access in rural areas; and (2) the interconnection agreement sets forth a process to handle traffic volume changes. (Kohly Rebuttal, p. 11-13; Kohly Surrebuttal, p. 7-8, 10-14, 17-21).

The Commission should require CenturyTel to fulfill its obligations under its effective tariffs and provision RCF pursuant to Socket Internet's pending retail orders and Socket Telecom's pending resale orders. (Voight Rebuttal, p. 6-7). CenturyTel must comply with its tariffs and interconnection agreements by fulfilling pending orders, whether or not it is ultimately allowed to "grandfather" RCF service. It cannot be allowed to obstruct ISP and telecommunications competition by violating its own tariffs, violating its interconnection agreements, violating number portability rules, and otherwise disregarding Commission orders, regardless of the degree of its dissatisfaction with those obligations.

WHEREFORE, Socket Telecom and Socket Internet urge the Commission to reject CenturyTel's proposed tariffs and order CenturyTel to fulfill pending orders for RCF service.

Respectfully submitted,

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Certificate of Service

A true and correct copy of the foregoing was served upon the parties identified on the attached service list on this 31st day of October, 2007, by email and/or by placing same in the U.S. Mail, postage paid.

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