

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	Case No. TC-2007-_____
)	
CenturyTel of Missouri, LLC dba)	
CenturyTel and Spectra Communications)	
Group, LLC dba CenturyTel)	
)	
Respondents.)	

COMPLAINT AND MOTION FOR EXPEDITED RELIEF

COMES NOW Socket Telecom, LLC (Socket), pursuant to Sections 386.040, 386.250, 386.320.1, 386.330, 386.390, 386.400, 392.200.1, 392.240 RSMo., and 4 CSR 240-2.070 and 2.080, 47 USC 251 and 252, 47 CFR 52.21 et seq., and Article III, Section 18 of the applicable interconnection agreements, and for its Complaint against CenturyTel of Missouri, LLC dba CenturyTel and Spectra Communications Group, LLC dba CenturyTel (“CenturyTel”) for CenturyTel’s refusal to fulfill Socket’s orders to port numbers contrary to the applicable FCC rules and the interconnection agreements (ICAs) in effect between Socket and CenturyTel, states as follows:

I. BACKGROUND FACTS

1. Socket is a certificated competitive local exchange company in the State of Missouri. Socket is a Missouri limited liability company in good standing, with its principal place of business located at 2703 Clark Avenue, Columbia, Missouri 65202 and it can be reached as follows: telephone – 573-777-1991 (ext. 551) and facsimile – 573-

441-1050, email: rmkohly@socketelecom.com. Socket is an authorized provider of intrastate switched and non-switched local exchange and interexchange telecommunications services in Missouri under certificates granted and tariffs approved by the Commission. Socket is also an authorized provider of interstate telecommunications services in Missouri under the jurisdiction of the Federal Communications Commission.

2. All inquiries, correspondence, communications, pleadings, notices, orders and decisions relating to this matter should be directed to:

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3. CenturyTel of Missouri, LLC d/b/a CenturyTel is a limited liability company organized and existing under the laws of the State of Louisiana and authorized to conduct business in the State of Missouri. It is a public utility subject to the jurisdiction of the Commission and provides telecommunications services in its service areas within the State of Missouri under authority granted and tariffs approved by the Commission. It is an incumbent local exchange carrier as defined in Section 251(h) of the Telecommunications Act of 1996 and a noncompetitive large local exchange carrier as defined in Sections 386.020, 392.361, and 392.245 R.S.Mo. CenturyTel's principal place of business is located at 100 CenturyTel Drive, Monroe, Louisiana 71203, and it has local offices at 220 Monroe Street, 1st Floor, Jefferson City, Missouri 65101.

4. Spectra Communication Group, LLC d/b/a CenturyTel is a limited liability company organized and existing under the laws of the State of Delaware and authorized to conduct business in the State of Missouri. It is a public utility subject to the jurisdiction of the Commission and provides telecommunications services in its service areas within the State of Missouri under authority granted and tariffs approved by the Commission. It is an incumbent local exchange carrier as defined in Section 251(h) of the Telecommunications Act of 1996 and a noncompetitive large local exchange carrier as defined in Sections 386.020, 392.361, and 392.245 R.S.Mo. Spectra's principal place of business is located at 100 CenturyTel Drive, Monroe, Louisiana 71203, and it has local offices at 220 Monroe Street, 1st Floor, Jefferson City, Missouri 65101.

5. The Commission has general jurisdiction over both Socket and CenturyTel as telecommunications companies and their telecommunications facilities, including pursuant to Section 386.250 RSMo., and including all powers necessary or proper to enable it to carry out fully and effectually all its regulatory purposes as provided in Section 386.040. The Commission has jurisdiction to supervise CenturyTel and its facilities pursuant to Section 386.320 RSMo. The Commission has jurisdiction to pursue complaints regarding unlawful conduct by telecommunications companies, such as this one against CenturyTel, pursuant to Sections 386.330, 386.390, 386.400 RSMo. and Section 252 of the Telecommunications Act of 1996. The Commission also has jurisdiction under the federal Telecommunications Act of 1996 under 47 U.S.C. § 251(d) (3) (conferring authority to State commissions to enforce any regulation, order or policy that is consistent with the requirements of Section 251) with respect to the matters raised in this Complaint.

6. Socket is entitled to expedited relief on its Complaint before the Commission under Article III, Section 18.4 of the parties' ICAs, which governs dispute resolution when the dispute affects the ability of a party to provide service to an end-user customer. As described in greater detail herein below, CenturyTel has refused to complete number port orders submitted by Socket, thus preventing customers from changing service providers while retaining their phone numbers. Such refusal also prospectively interferes with Socket's ability to serve other customers that want to change providers. This negatively affects both Socket and customers as it hinders Socket's ability to attract and serve customers and customers' ability to choose service providers. This refusal is in violation of the FCC's rules implementing number portability and the ICAs between the parties. As this dispute is customer-affecting, it qualifies for expedited dispute resolution under the ICAs.

7. Socket and CenturyTel of Missouri, LLC are competitors and operate under an ICA that was arbitrated and approved by the Commission on October 13, 2006 in Case No. TO-2006-0299.

8. Socket and Spectra Communications Group, LLC are competitors and operate under an ICA that was arbitrated and approved by the Commission on October 13, 2006 in Case No. TO-2006-0299.

Specific Actions that Warrant Relief

9. On January 31, 2007, Socket submitted an order to port two telephone numbers in the Willow Springs exchange with a due date of February 7, 2007. The specific numbers are 417-469-9090 and 417-469-4900. The customer is Socket Holdings Corporation dba Socket Internet and it uses one of the numbers to provide local dial-up internet access and the other

number for local technical support. Socket Telecom received a Firm Order Commitment from CenturyTel on January 31, 2007 confirming the due date and indicating the port order was provisioned.¹ Socket also submitted the order to the Number Portability Administration Center (“NPAC”) to begin properly routing calls that will require a LNP database query on the due date. CenturyTel did not challenge the order at NPAC.

10. Based upon the fact that Socket had received a FOC and the order was not challenged at NPAC, the numbers were ported in the Local Number Portability Database on the due date. This caused all traffic requiring a LNP database query to begin to route through Socket to the customer. Socket also performed routine testing on the due date to make sure the order was properly completed. Socket discovered that calls routed locally through CenturyTel’s switch in Willow Springs that did not require a LNP database query were not routing correctly. Upon finding that trouble, Socket contacted CenturyTel’s CLEC Service Center to determine why the number port had not been completed properly. CenturyTel’s representative indicated she would try to determine what had happened. Subsequently, Socket’s technician was informed that the port order could not be worked and Carrier Relations would provide an explanation later. Shortly thereafter, Socket received an e-mail generated by the CenturyTel’s Web-based ordering system confirming that the number port had been completed. Shortly after that notice, CenturyTel’s account representative assigned to Socket, Joey Bales, sent an e-mail message state that CenturyTel would not complete the number port as requested because of capacity issues.

11. The parties met subsequently via conference call to discuss the number port and the purported capacity issues. At that time, CenturyTel informed Socket that this particular port should be processed via a Coordinated Hot Cut (CHC) rather than the Ten Digit Trigger

¹ The purpose of an FOC is to indicate that CenturyTel has accepted the order as submitted, is able work the order to meet the due date requested by Socket, and will complete the order as requested absent extenuating and unforeseeable circumstances.

requested by Socket. Socket was also informed that CenturyTel believed it was not obligated to port the numbers in question because they were numbers used by an ISP and that porting the numbers would amount to “Location Portability”. However, CenturyTel did confirm that the capacity issues could be readily addressed.

12. Socket requested that CenturyTel identify the specific provisions of the ICA that it believed permitted it to refuse the complete Socket’s number port order. CenturyTel identified the following two provisions via e-mail:

Article III, Section 23.0 Governing Law

This Agreement, and the Parties’ performance hereunder, shall be governed by and construed in accordance with the Act, and applicable federal and Missouri law.

Article III, Section 50

CenturyTel further agrees to provide Number Portability in accordance with the requirements of the Act. Specific requirements concerning Number Portability are set forth in Article XII – Local Number Portability.

CenturyTel has not provided any other cites to provisions of the ICA that it contends support its refusal to complete Socket’s number port order.

13. As explained in more detail below, the port in question does not result in Location Portability as that term is defined by 47 CFR § 52.21(j). Moreover, the port in question should be provisioned under applicable FCC rules and decisions implementing number portability. There is absolutely no basis for CenturyTel to refuse to port the numbers in question. There are no provisions in the ICA that require Socket to make any sort of demonstration to CenturyTel as a condition of having number port orders worked by CenturyTel. The parties’ Interconnection Agreement has specific provisions addressing each carrier’s number port obligations and dispute resolution processes. Socket correctly followed those procedures. CenturyTel did not. Instead it just stopped working a pending order without any notice.

14. During subsequent discussions, CenturyTel did inform Socket that it would be willing to port the numbers in question if Socket would be willing to renegotiate the terms and conditions for establishing Points of Interconnection (POI) set forth in the parties' recently arbitrated ICA. Having spent considerable time and financial resources to obtain that agreement, Socket is not inclined to do that and certainly is not willing to be coerced into such negotiations by CenturyTel's illegal actions.

15. In order to address CenturyTel's assertions that the order should have been submitted as a Coordinated Hot Cut, Socket submitted a second order in that format to port the same two numbers on February 23, 2007. On February 26, 2007, that order was placed in Unworkable status by CenturyTel and the following explanation was provided –

Rejecting order due to we cannot port [telephone numbers] at this time...In order for [telephone numbers] to be ported a direct trunk will need to be set up....Please contact Joey Bales for further explanation....

By this response, CenturyTel has attempted to require Socket to establish an additional POI as a condition of porting the customer's phone numbers. There is no basis for CenturyTel to refuse to complete this number port order or for CenturyTel to force Socket to establish additional POIs that are not required by the parties' ICA as a condition of porting numbers. CenturyTel is simply trying to unlawfully leverage its incumbent position by disrupting a customer's ability to change service providers while retaining its same phone numbers, in an attempt to gain interconnection terms than were rejected by the Commission in the recent arbitration.

16. On March 8, 2007, Socket submitted this dispute to Formal Dispute Resolution in accordance with the relevant provisions of the parties' ICA. Those provisions require a five-business day period for the parties to attempt to settle the disputed issue before proceeding to an alternate means of resolving the dispute. The five-business day period ended on March 15, 2007 with no resolution reached.

17. Similar to the port described above, Socket learned that another number port order submitted for the Ellsinore exchange (in Spectra service area) would not be provisioned for the same reason. The customer is a non-affiliated Internet Service Provider. This number (573-322-8421) was ordered by the customer as a test number for testing service obtained from Socket once the number was ported.

18. This port order was submitted to CenturyTel on October 30, 2006 with a due date of November 7, 2006, CenturyTel issued an FOC on November 1, 2006, and reported it as completed on November 9, 2006. Socket completed the port at NPAC on November 7, 2006 resulting in calls requiring a LNP database query to begin routing to Socket's network. Socket's routine testing revealed that calls were not being routed correctly at the local level, indicating the port order had not been properly provisioned. Socket opened multiple trouble tickets with CenturyTel to have this port order properly provisioned and the problem corrected. Each time, CenturyTel reported the trouble had been cleared. Socket's subsequent testing continued to show that non-queried calls still were not routing properly.

19. On a call with CenturyTel regarding its refusal to port other numbers, Socket raised the problems with this and several other number port orders that were reported as completed but had routing problems. CenturyTel's Director of External Affairs assured Socket this and the other similar port orders would be worked properly. Subsequently on December 12, 2006, CenturyTel's Account Representative assigned to Socket informed Socket via e-mail that this port order and several others should be working properly. On March 16, 2007, while performing routine testing in preparation for porting other numbers for the customer, Socket determined that calls were not routing properly at the local level and opened yet another trouble ticket. This time, CenturyTel

replied that it did not have the necessary facilities to handle calls if this number were ported and that it believed the port in question constituted a geographic port and therefore, the CenturyTel would not work the order. Based on the prior dispute resolution efforts regarding Willow Springs, no further informal dispute resolution is required as to Ellsinore.

20. Like the port in Willow Springs, CenturyTel's claims that it is not obligated to fulfill Socket's number port order on the grounds that it constitutes "geographic" or "location porting" are baseless. CenturyTel is obligated to complete the port. If there are legitimate network issues such as capacity, Socket is willing to address those issues. However, those issues should have been raised prior to the due date; rather than more that four months later and after CenturyTel had reported the port as provisioned and working properly on numerous occasions.

CenturyTel Policy that Warrants Relief

21. During the discussions following CenturyTel's refusal to complete Socket's Willow Springs number port orders, it became clear CenturyTel's refusal to act is based upon an overall misinterpretation of the parties' ICAs and relevant FCC rules and federal statutes. As evidenced by the Ellsinore situation, both CenturyTel of Missouri LLC dba CenturyTel and Spectra Communications Group, LLC dba CenturyTel adhere to this misinterpretation. Accordingly, it is imperative that the Commission address CenturyTel's overall policy as well as the specifics of this Complaint. Failing to do so will only result in a continued hindrance to competition and additional litigation.² CenturyTel's refusal to port numbers also affects voice

² CenturyTel has previously refused to complete Socket's number port orders on other spurious grounds. Earlier this year, CenturyTel placed numerous number port orders submitted by Socket in Jeopardy or Unworkable Status on the grounds that Socket was purportedly required to have either numbering resources or facilities in a rate center prior to CenturyTel being obligated to port numbers to Socket. CenturyTel's entire basis for imposing this requirement on Socket was its misinterpretation of a single sentence in the FCC's MEMORANDUM OPINION AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING released in FCC No. 95 116, *In the Matter of Telephone Number Portability* and FCC No. 03-284, *CTIA Petitions for Declaratory Ruling on Wireline – Wireless Number Porting* at ¶ 7. Rather than spend time and money litigating the issue, Socket elected to obtain numbering resources in every CenturyTel and Spectra rate center.

customers that obtain foreign exchange service and want to change providers, as well as customers that want to commence foreign exchange service in conjunction with a change in providers.

Disputed Issue

22. As described above, CenturyTel is refusing to complete number port orders submitted by Socket on the purported and erroneous assertion that the ports will result in location portability.

23. As set forth in 47 CFR § 52.21(j), the term “location portability” is defined as the ability of users of telecommunications services to retain existing telecommunications numbers without impairment of quality, reliability, or convenience when moving from one physical location to another. This definition is unrelated to Service Provider Portability, which is the ability of a customer to retain his or her phone number while changing service providers. As such, it is irrelevant to the dispute at hand, which is related to Service Provider Portability.

24. Moreover, the ports in question should be provisioned under applicable FCC rules and decisions implementing number portability. In each instance, the customer’s rate center designation remains the same and there is no difference in call rating or routing. The customer’s phone numbers will continue to be assigned to the same rate center both before and after the port, so calls to the customer will continue to be rated as either local or toll in exactly the same manner before and after the number port. In other words, the customer’s local calling scope will not change as a result of the port. While all number ports result in a change in how calls are routed between carriers, calls to each customer will be routed the same whether Socket assigns the customer a number out of Socket’s pool of numbers assigned to the Willow Springs or Ellsinore exchange, respectively, or whether Socket serves the customer using a number ported from CenturyTel. While Socket views network interconnection obligations as separate and distinct from number portability obligations, Socket wants to make it clear that both CenturyTel’s and Socket’s interconnection obligations are the same whether a customer is served by a ported

number or a number from Socket's pool of numbers. Likewise, traffic on interconnection trunks remains the same either way.

25. CenturyTel is made no worse off if Socket serves this customer via a ported number or a Socket assigned number. There simply is no legitimate reason for CenturyTel to refuse to process this particular order or orders of this type. A customer can change providers and then order foreign exchange service. It can also simultaneously change providers and implement foreign exchange service. The Commission should not allow CenturyTel to continue to obstruct such competitive changes by withholding number portability.

26. Neither AT&T Missouri nor Embarq Missouri act in this manner. Both have regularly ported numbers under the same circumstances.

27. CenturyTel's refusal to port the numbers violates federal law and the requirements of the ICA. Socket is entitled to win a customer and provide service by means of a ported number, including when the customer will be served by foreign exchange service. Article XII of the ICA requires CenturyTel to provide number portability as requested herein. Section 47 USC 251(b)(2) requires CenturyTel to provide number portability per FCC regulations. Those regulations require CenturyTel to provide number portability as requested in this matter. 47 CFR 52.21 et seq.

REQUEST FOR IMMEDIATE RELIEF AND EXPEDITED TREATMENT

28. As CenturyTel's refusal to complete Socket's number port orders creates an operational barrier to Socket's ability to win and serve customers by making it more costly and disruptive for customers to change carriers, Socket requests expedited relief.

29. Socket requests the Commission immediately direct CenturyTel to complete the pending port orders submitted on October 30, 2006 and February 23, 2007 that it is refusing to complete. As it stands now, calls to these customers that require LNP database queries are routed to each customer via Socket Telecom and calls that do

not require an LNP database query are routed to each customer via CenturyTel. During this time, each customer must involuntarily continue to receive service from CenturyTel in order to receive non-queried calls.

30. While Socket believes CenturyTel acted completely inappropriately by taking matters into its own hands and refusing to process Socket's number port orders rather than following the dispute resolution procedures set forth in the ICA, the manner in which it did so is particularly egregious and shows complete disregard for the customers, required processes for pre-ordering, ordering, and provisioning, and either malice, ineptitude, or a combination of both at the operational level. In each instance, CenturyTel provided a FOC and did not challenge Socket's order at NPAC, giving every indication the orders were fine and would be worked. With respect to the February 23, 2007 order, it was not until the due date and after the port was completed in the LNP database that Socket learned that CenturyTel would not complete the port order locally. The situation was even worse for the October 30, 2006 order where CenturyTel had even reported to the order was worked and had closed several trouble tickets on the grounds that calls were routing correctly. It was not until more than four months after the due date that CenturyTel finally informed Socket that it would not be working the order. This is the most operationally disruptive and customer-harming manner in which CenturyTel could have chosen to carry out its illegal objectives. Even in instances where there are legitimate reasons why an order cannot be worked, the issues need to be conveyed prior to sending a FOC and certainly prior to the due date. For these reasons, Socket requests the Commission immediately direct CenturyTel to complete the pending

port orders submitted by Socket. Socket is certainly willing to coordinate with CenturyTel to address routine operational issues.

31. Socket has discussed and tried to resolve this dispute with CenturyTel since early February. As CenturyTel is familiar with this matter and has been served a copy of the Complaint on the same date the Complaint was filed by Socket, CenturyTel should not need thirty (30) days to prepare a response. Accordingly, the Commission should shorten the response time to five (5) days as allowed by 4 CSR 240-2.070(7).

32. Socket requests that the Commission promptly issue its orders directing CenturyTel to complete the pending port orders and to respond to this Complaint within five days. The customers will gain the benefit of the services they have been waiting for and will cease to suffer the harm imposed by CenturyTel's illegal conduct. There will be no negative effect on other customers or the general public if the Commission acts as requested. This pleading was filed as soon as it could have been under the circumstances.

WHEREFORE, premises considered, Socket prays the Commission to:

- (1) immediately serve this Complaint and its notice upon CenturyTel, directing CenturyTel to answer this Complaint within five (5) business days;
- (2) direct CenturyTel to complete the pending number port order submitted by Socket on October 30, 2006 for 573-322-8421 and on February 23, 2007 for 417-469-9090 and 417-469-4900;
- (3) promptly set a prehearing conference and a deadline to file a procedural schedule, so that this case may proceed expeditiously;

- (4) rule that CenturyTel must provide number portability to Socket under the circumstances described herein, both as to the specific numbers and generally; and
- (5) grant such other and further relief to Socket as the Commission deems just and proper in the premises.

Respectfully submitted,

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

/s/ Carl J. Lumley

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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 19th day of March, 2007, by email and by placing same in the U.S. Mail, postage paid.

/s/ Carl J. Lumley

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