

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

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

STAFF’S STATEMENT OF POSITIONS

COMES NOW the Staff of the Missouri Public Service Commission and states:

1. The Commission’s April 18, 2007 Order Setting Procedural Schedule directed the parties to file, no later than June 28, 2007, a List of Issues, List of Witnesses, Order of Cross-Examination, and Order of Opening Statements. Because the parties were unable to agree upon a list of issues, the Staff, Socket and CenturyTel (CenturyTel of Missouri and Spectra) each filed its own list of issues.

2. The Commission’s April 18 Order also directed the parties to file their respective statements of position no later than July 3, 2007.

3. The Staff states its positions as follows:

Staff’s Issues List

Issue (a). Is CenturyTel required to port the telephone numbers in question to Socket?

Staff’s Position: Yes. The parties’ interconnection agreement states that number portability will be provided as required by FCC Orders or industry agreed-upon practices (Section 3.2.1 of Article XII) and that industry guidelines shall be followed regarding all aspects of porting numbers from one network to another (Section 6.4.4 of Article XII). Industry practice

in Missouri is to port regardless of whether the customer is staying in the same rate center, or moving to another, so long as the NPA NXX rating of the call does not change. (Voight Rebuttal Testimony, pp. 7-8, 14, 23-25, 34). The parties' interconnection agreement does not require Socket to have loop facilities or numbering resources in an exchange as a condition to port a number. (Voight Rebuttal Testimony, pp. 22-23, 25-26, 34).

Issue (b). Is CenturyTel required to transport the traffic in question to a single Point of Interconnection:

Staff's Position: Yes. Section 4 of Article V of the parties' interconnection agreement allows Socket to choose a single Point of Interconnection (POI) on CenturyTel's network in each Local Access Transport Area (LATA), and that each party is responsible for delivery of traffic on its side of the POI. (Voight Rebuttal Testimony, pp. 6-7, 11-15, 34-35).

Socket's Issues List

Issue 1. Does federal law require CenturyTel to fulfill the number port orders specifically at issue in this case and similar orders submitted since the filing of the complaint and into the future?

Staff's Position: No. The 1996 Telecommunications Act and the FCC rules mandate only "location portability" which is the situation where the customer retains telephone service at the same physical location. (Voight Rebuttal Testimony, pp. 18-20).

Issue 2. Do the Socket/CenturyTel interconnection agreements require CenturyTel to fulfill the number port orders specifically at issue in this case and similar orders submitted since the filing of the complaint and into the future?

Staff's Position: Yes. The parties' interconnection agreement states that number portability will be provided as required by FCC Orders or industry agreed-upon practices

(Section 3.2.1 of Article XII) and that industry guidelines shall be followed regarding all aspects of porting numbers from one network to another (Section 6.4.4 of Article XII). Industry practice in Missouri is to port regardless of whether the customer is staying in the same rate center, or moving to another, so long as the NPA NXX rating of the call does not change. (Voight Rebuttal Testimony, pp. 7-8, 14, 23-25, 34). The parties' interconnection agreement does not require Socket to have loop facilities or numbering resources in an exchange as a condition to port a number. (Voight Rebuttal Testimony, pp. 22-23, 25-26, 34).

Issue 3. Are network capacity issues grounds for denial of a number port order?

Staff's Position: No. CenturyTel should contact Socket with information on the capacity issues and provide a plan and time frame for adding any necessary trunking on its side of the POI. Pursuant to Sections 4.3.3 and 4.3.4 of Article V of the parties' interconnection agreement, Socket would be required to move its POI, or establish a new POI, should the traffic in question reach certain levels for three consecutive months. (Voight Rebuttal Testimony, pp. 28-30).

Issue 4. Is Socket required to have a block of numbers assigned to it for a rate center before CenturyTel has to fulfill number port orders from Socket for that rate center?

Staff's Position: No. The parties' interconnection agreement does not require Socket to have a block of numbers before CenturyTel has to fulfill number port orders for that rate center. (Voight Rebuttal Testimony, pp. 25-26).

CenturyTel's Issues List

Issue 1. Under applicable Federal law, Federal Communications Commission ("FCC") rules, regulations and orders, is CenturyTel or Spectra required to fulfill the two port

requests specifically at issue in this case when the customer is physically relocating outside the customer's exchange?

Staff Position: No. The 1996 Telecommunications Act and the FCC rules mandate only "location portability" which is the situation where the customer retains telephone service at the same physical location. (Voight Rebuttal Testimony, pp. 18-20).

Respectfully submitted,

/s/ William K. Haas

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Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 3rd day of July 2007.

/s/ William K. Haas