

**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 RESPONSE TO RESPONDENTS’
MOTION REGARDING PROCEDURAL SCHEDULE
AND MOTION FOR EXPEDITED TREATMENT**

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

1. On June 26, 2007, Respondents CenturyTel of Missouri, LLC and Spectra Communications Group, LLC, d/b/a CenturyTel filed a Motion Regarding Procedural Schedule and Motion for Expedited Treatment. Respondents seeks to clarify or limit the issues to be tried, and ask for a Commission ruling on their Motion Regarding Procedural Schedule no later than July 3.

2. On June 27, 2007, the Commission directed Socket and the Staff to respond no later than June 28, 2007

3. The Respondents seek to limit the issue in this case to whether Respondents are lawfully obligated as a matter of currently applicable federal statutes, FCC rules, or FCC decisions to port the customer-specific numbers at issue. (Respondents’ Motion, para. 2.b, 2.c., 16, 17).

4. The Respondents have failed to correctly articulate the primary issue in this case. The primary issue is whether the Respondents are obligated by their interconnection agreements to port the customer-specific numbers at issue. Socket's Complaint pleads, at paragraph 6, that the Respondents' refusal to complete number port orders submitted by Socket "is in violation of the FCC's rules implementing number portability and the ICA's between the parties." Section 3.21 of Article XII of the parties' interconnection agreement states that number portability will be provided "as required by FCC Orders or industry agreed-upon practices," and Section 6.4.4 states that "[i]ndustry guidelines shall be followed regarding all aspects of porting numbers from one network to another."

5. The Respondents claim that a Commission decision within the "limited confines" of this case on the "broader issue" of "industry agreed-upon practices" will be "potentially far-reaching" and "most likely, if not certainly," will impact other incumbent carriers. (Respondents' Motion, para. 2.a, 8, 9, 11, 12).

6. The Respondents' hyperbole is wrong. This case is a complaint. The Commission's decision in this case will answer the primary question, and related questions, of whether the Respondents' interconnection agreements with Socket requires them to port two telephone numbers to Socket. That decision will be based on the record in this case. That decision will apply only to the parties in this case, and perhaps to other CLECs who adopt the Respondents' interconnection agreements with Socket. This case is not a rulemaking case; the Commission's decision in this case will not apply to other incumbent carriers. The decision in this case will not even apply to other incumbent carriers, if any, whose interconnection agreements incorporate "industry agreed-upon practices" into their porting terms.

7. The Respondents claim that, as a simple matter of due process, they need but have no way to obtain information from other carriers who are not parties to this case. The Respondents further claim that the expedited procedural schedule and the fact that Staff has based its entire position solely on the “industry agreed-upon practice” issue (in testimony filed only twelve days before Respondents’ surrebuttal testimony was due) make the situation even more untenable. (Respondents’ Motion, para. 10, 12).

8. The Respondents’ claim of inadequate time to prepare is unfounded. CenturyTel and Socket have been arguing since February over whether their interconnection agreement requires CenturyTel to port the Willow Springs number. CenturyTel could have begun informally contacting other incumbent carriers then, if not earlier, as to industry agreed-upon porting practices. This Complaint was filed on March 19, 2007. After that date, Respondents could have requested the Commission to issue subpoenas for depositions of carriers who are not parties to the case. The Direct Testimony of Socket’s witness Kohly, filed on May 1, 2007, states that the parties’ interconnection agreement incorporates industry practices and explains those practices. (pp. 6, 8, 9, 28, 29, 34, 43, 44, 46). The Respondents have had adequate notice of the issues in this case.

9. Finally, the Respondents claim that Staff and Socket are improperly broadening the scope of this proceeding. (Respondents’ Motion, para. 13).

10. The Respondents’ claim is wrong. The Respondents’ claim is a rehash of their claim, discussed in Paragraphs 3 and 4 above, that the Commission should not look to the terms of the parties’ interconnection agreement to determine whether the Respondents’ are required to port the numbers in question.

WHEREFORE, the Staff requests the Commission deny Respondents’ Motion.

Respectfully submitted,

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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 28th day of June 2007.

/s/ William K. Haas