

**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 PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND ORDER**

COMES NOW the Staff of the Missouri Public Service Commission and proposes the following findings of fact, conclusions of law and order:

Findings of Fact

1. Socket Telecom, LLC (Socket) is a Missouri limited liability company. The Commission has granted Socket certificate of service authority to provide basic local telecommunications service, non-switched local exchange telecommunications service, and intrastate interexchange telecommunications service. The Commission has classified Socket and its services as competitive. Socket is a local exchange carrier.

2. CenturyTel of Missouri, LLC is a Louisiana limited liability company. Spectra Communications Group, LLC d/b/a CenturyTel is a Delaware limited liability company. The CenturyTel companies are both incumbent local exchange telecommunications companies authorized by the Commission to provide basic local telecommunications service in their respective exchanges. Both CenturyTel companies are local exchange carriers.

3. In Case No. TO-2006-0299, the Commission arbitrated and approved, pursuant to 47 U.S.C. § 252, the terms of an interconnection agreement between Socket and the CenturyTel

companies. CenturyTel of Missouri and Spectra have signed separate but similar interconnection agreements with Socket.

4. CenturyTel of Missouri refused to port two numbers in the Willow Springs exchange to Socket because the customer, an Internet Service Provider (ISP), is moving to St. Louis. Spectra refused to port a number in the Ellsinore exchange to Socket because the customer, an ISP, is moving to St. Louis. Those refusals are the subject of this Complaint.

5. The Willow Springs exchange is located within the Springfield LATA. Socket and CenturyTel of Missouri have a direct point of interconnection (POI) at Branson to exchange traffic within the Springfield LATA.

6. The Ellsinore exchange is located within the St. Louis LATA. Socket and Spectra have an indirect interconnection through AT&T Missouri to exchange traffic within the St. Louis LATA.

7. Section 1.131 of Article II: Definitions of the parties' interconnection agreement defines Virtual NXX Traffic (VNXX Traffic):

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a Party's customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the customers' actual physical premises location.

8. Calls to Socket's ISP customer - - who is assigned a telephone number with an NXX Code assigned to the Willow Springs rate center or to the Ellsinore rate center but whose actual physical premises is located in St. Louis - - is VNXX Traffic as defined by the parties' interconnection agreement.

9. Because the two ISP customers are moving to a physical location in another rate center, these porting requests are for location portability.

Conclusions of Law

1. The Commission has jurisdiction to interpret and enforce the provisions of interconnection agreements that the Commission has approved. See, *Bellsouth Telecommunications, Inc. v. MCImetro Access Transmission Services*, 317 F. 3d 1270 (11th Cir. 2003)

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

Socket 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?

Yes. Section 3.2.1 of Article XII: Local Number Portability – Permanent Number Portability of the parties’ interconnection agreement provides that the parties agree to provide permanent number portability to each other or required by FCC Orders and industry agreed-upon practices. The industry agreed-upon 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, Ex. 5, pp. 7-8, 14, 23-25, 34). Although the two ISP customers are moving, the NPA NXX rating of calls for the numbers in question will not change. (Ex. 5, p. 14).

3. **Staff Issue (b). Is CenturyTel required to transport the traffic in question to a single Point of Interconnection?**

Yes. Section 4.4 of Article V : Interconnection And Transport And Termination of Traffic of the parties’ interconnection agreement provides: “Subject to this Article V and, in

particular, Sections 4.1 – 4.3.4, the Parties agree that Socket has the right to choose a single POI or multiple POIs within the LATA.” The interconnection agreement does not exempt VNXX traffic from this provision. Sections 4.1-4.3.4 however, do require Socket to establish an additional POI in a LATA when the total traffic exceeds a threshold, based on the size of the exchange, for three consecutive months.

In surrebuttal testimony, Socket witness Kohly states Socket’s position that the POI thresholds do not apply to indirect interconnections. (Ex. 2, p. 15). Socket’s position is incorrect. Although Section 4.1 begins, “When the Parties directly interconnect. . . ,” this clause does not modify nor is it repeated in Sections 4.3, 4.3.3, and 4.3.4, which require Socket to establish additional POIs as traffic exchanged between the parties reaches the threshold. The question of whether the thresholds have been met in the Willow Springs and Ellsinore exchanges is beyond the scope of this complaint.

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

No. The parties’ interconnection agreement does not allow network capacity issues as grounds for denial of a number port order.

Article V of their interconnection agreement provides for each party to be responsible for the network on its side of the POI and for the parties to jointly forecast trunk capacity. Section 4.8 states:

Socket will be responsible for engineering and maintaining its network on its side of the POI. CenturyTel will be responsible for engineering and maintaining its network on its side of the POI.

Section 4.9 states:

Each Party will be responsible for providing the necessary equipment and facilities on its side of the POI.

Section 8.1 states:

Each Party is responsible for bringing its facilities and trunks to the POI.

Section 11.1 provides that it will be necessary for the parties to have met and discussed trunking, forecasting, availability and requirements for the parties to begin exchange of traffic. Section 11.2 provides that the parties will annually jointly forecast trunk quantities for no less than a two-year period. Section 11.1.2.5 provides that dedicated trunking may be established by mutual agreement of the parties.

5. **Socket 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?**

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, Ex. 5, pp. 25-26).

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

CenturyTel 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?

No. Federal law does not require the CenturyTel companies to fulfill the port orders at issue or similar port orders.

Federal statute 47 U.S.C. § 251(b)(2) provides that each local exchange carrier has the duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Federal Communications Commission.

FCC Rule 47 CFR § 52.21 supplies the following definitions:

(i) The term location portability means 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.

(k) The term *number portability* means the ability of users of telecommunications services to retain, at the same location, existing telecommunications without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

FCC Rule 52.23 requires that all local exchange carriers must provide number portability. The FCC does not require location portability.

IT IS ORDERED THAT:

1) Pursuant to Sections 3.2.1 of the parties' interconnection agreement, Socket and the CenturyTel companies are ordered to port telephone numbers from one to the other, so long as the NPA NXX rating of the number does not change.

2) Pursuant to Section 11.1 of Article V, the CenturyTel companies and Socket are ordered to immediately confer on the trunking arrangements for all pending Socket requests to port telephone numbers. The CenturyTel companies and Socket shall promptly confer on all future port orders which either party predicts to result in the addition of trunking capacity.

3) Pursuant to Sections 11.1 and 11.1.2.5 of Article V, for any Socket request to port telephone numbers which the CenturyTel companies forecast as requiring the addition of common trunks, such request shall be accommodated with the addition of dedicated trunks, and shall be made a part of the Firm Order Commitment (FOC) process.

4) Pursuant to Article V, the CenturyTel companies shall transport the traffic in question to their side of the Point of Interconnection, and Socket shall do the same.

5) Pursuant to Article XII, the CenturyTel companies shall port the numbers in question.

6) Pursuant to Section 4.3.3 and 4.3.4 of Article V, Socket shall establish an additional POI when its traffic thresholds are exceeded for three consecutive months in exchanges where the parties are directly interconnected and in exchanges where the parties are indirectly interconnected.

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 10th day of September 2007.

/s/ William K. Haas