

2. CenturyTel is an incumbent local exchange telecommunications carrier in Missouri, as defined by § 251(h) of the Telecommunications Act of 1996 ("the Act"), and is a local exchange carrier subject to the jurisdiction of the Commission. CenturyTel provides regulated intrastate telecommunications services within its Missouri service area. CenturyTel is a subsidiary of CenturyTel, Inc.

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

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4. CenturyTel does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this filing. No Missouri annual reports or assessment fees are overdue.

5. Socket Telecom, LLC ("Socket") is a Missouri limited liability company, with its principal place of business located at 2703 Clark Avenue, Columbia, Missouri 65202. Socket is

a certificated competitive local exchange carrier in Missouri that provides service in various parts of Missouri, including in CenturyTel's service territory.

6. CenturyTel and Socket are parties to an interconnection agreement which was arbitrated before the Commission pursuant to § 252(b)(1) of the Act and the Commission's rules in Case No. TO-2006-0299 (hereinafter, "Interconnection Agreement" or "Agreement"). After the above-referenced arbitration, the Commission issued an order approving the Interconnection Agreement on October 3, 2006, which order became effective on October 13, 2006.

II. JURISDICTION

7. The Commission has jurisdiction over this controversy pursuant to its grant of authority under § 252(e)(1) of the Act to approve negotiated or arbitrated interconnection agreements. *See* 47 U.S.C. § 252(e)(1). This grant of authority to the Commission necessarily includes the power to interpret and enforce approved interconnection agreements. *See Southwestern Bell Telephone Co. v. Connect Communications Corp.*, 225 F.3d 942, 946-47 (8th Cir. 2000). The Commission also has jurisdiction over this controversy pursuant to 4 C.S.R. 240-2.070(3) (governing formal complaints complaining that a party has violated a Commission order or decision).

8. The Commission is the proper forum for this controversy pursuant to Article III, Section 18.3 of the parties' Interconnection Agreement.

III. NATURE OF COMPLAINT

9. CenturyTel respectfully requests that the Commission enforce the terms of the parties' Interconnection Agreement and issue an Order determining that the Interconnection

Agreement provides for the mutual exchange of Local Traffic¹ (including Section 251(b)(5) Traffic² and ISP Traffic³) at no charge for transport and termination under Section 251(b)(5) of the Act.

IV. FACTS

10. The Interconnection Agreement provides that the parties' will interconnect their respective networks for the mutual exchange of "Local Traffic," as that term is defined by the Agreement. There is no dispute that the parties agreed to exchange "Local Traffic" (which includes Section 251(b)(5) and local ISP Traffic) under the Agreement. In effecting the Commission's ruling that such terms were unnecessary, the Agreement contains no provision for the payment of reciprocal compensation for the exchange of Local Traffic. Indeed, an agreement under which the parties are to exchange Local Traffic at no charge is precisely what the Commission approved in the Final Commission Decision and Order Approving Conforming Interconnection Agreement.

11. Even though the Agreement does not contain provisions permitting the parties to assess charges for reciprocal compensation for the exchange of Local Traffic, on or about December 7, 2006, Socket began submitting invoices to CenturyTel including charges for

¹ Under the Agreement, "Local Traffic includes all Section 251(b)(5) Traffic that is originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) that: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes." Agreements, Article III, Sec. 1.78.

² With respect to "Section 251(b)(5) Traffic," the Agreements at issue provide that "calls originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) will be classified as 'Section 251(b)(5) Traffic' under this Agreement if the call: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes." Agreements, Article III, Sec. 1.108.

³ The Agreements define "ISP Traffic" as "traffic to and from an ISP." Agreements, Article III, Sec. 1.57 (included in definition of "Internet Service Provider").

reciprocal compensation for its alleged termination of CenturyTel-originated Local Traffic. Since its initial invoice, Socket has submitted reciprocal compensation invoices to CenturyTel for amounts totaling well in excess of \$100,000.00. CenturyTel has not billed Socket one cent for reciprocal compensation.

12. When Socket submitted its first two invoices, covering the three-month period from October 2006 to December 2006—Invoice No. 129 dated December 7, 2006, and Invoice No. 131 dated January 11, 2007—CenturyTel mistakenly paid them. Invoice No. 129 was paid in the amount of \$ 7,232.33, and Invoice No. 131 was paid in the amount of \$ 3,619.08. Emboldened, Socket then began to send CenturyTel additional invoices, some of which billed reciprocal compensation in amounts more than four times (4x) the amounts of the initial invoices. At that point, CenturyTel recognized that Socket was submitting reciprocal compensation invoices in contravention of the Interconnection Agreements. CenturyTel has disputed payment of the remaining seven (7) invoices pursuant to the disputed payment terms of the Agreement.

13. Socket asserts that all of the traffic billed under its invoices constitutes “Local Traffic.” Upon information and belief, the vast majority of the traffic Socket billed CenturyTel under its invoices constitutes ISP Traffic (Internet traffic) and/or VNXX Traffic for which no compensation may be billed under the Agreement.

14. Pursuant to Article III, Section 18 of the Agreement, the parties have engaged in dispute resolution negotiations. Accordingly, Complainant has directly contacted Respondent about which complaint is being made. 4 CSR 240-2.070(5)(E). The parties, however, were unable to resolve this dispute within the time required by the Agreement for such negotiations. Socket continues to assert that it is entitled to reciprocal compensation under the Agreement.

V.
RELIEF REQUESTED

15. Pursuant to 4 C.S.R. 240-2.070(3) and the Commission's authority to interpret and enforce interconnection agreements, CenturyTel seeks a determination and order from this Commission interpreting and enforcing the Interconnection Agreement and the parties' rights and liabilities there under pertaining to intercarrier compensation for Local Traffic. There exists a real, substantial, and presently-existing controversy between CenturyTel and Socket as to whether their Interconnection Agreement applies charges for reciprocal compensation to the Local Traffic they exchange. CenturyTel has a legally protectable, pecuniary interest at stake, insofar as it has mistakenly paid to Socket sums for reciprocal compensation not required by the Agreement, and Socket continues to assert entitlement to additional sums for reciprocal compensation. As stated above, this controversy is ripe for adjudication.

16. Specifically, CenturyTel seeks a determination and order that:

(a) the Interconnection Agreement at issue applies no charges to the parties' exchange of Local Traffic (including Section 251(b)(5) Traffic and local ISP Traffic), and that Socket is not entitled to receive reciprocal compensation payments from CenturyTel for terminating Local Traffic, Section 251(b)(5) Traffic or ISP Traffic originated by CenturyTel's customers; and

(b) CenturyTel's payments on Invoice No. 129 dated December 7, 2006, and Invoice No. 131 dated January 11, 2007, were in error, and Socket was not entitled to such payments under the Agreement.

**VI.
PRAYER**

17. WHEREFORE, based on the foregoing, CenturyTel respectfully requests that the Commission:

(a) issue an Order determining that the parties' Interconnection Agreement applies no charges to the parties' exchange of Local Traffic (including Section 251(b)(5) Traffic and ISP Traffic);

(b) issue an Order determining that CenturyTel's payments on Invoice No. 129 dated December 7, 2006, and Invoice No. 131 dated January 11, 2007, were in error, and Socket was not entitled to such payments under the Agreement.

(c) promptly set a pre-hearing conference for the purpose of establishing a procedural schedule in this case; and

(d) grant such other and further relief to which CenturyTel is justly entitled.

Respectfully submitted,

FISCHER & DORITY, P.C.

/s/ **Larry W. DORITY**

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**ATTORNEYS FOR CENTURYTEL OF
MISSOURI, LLC**

CERTIFICATE OF SERVICE

I hereby certify that the undersigned has caused a complete copy of the attached document to be electronically filed and served on the Commission's Office of General Counsel (at gencounsel@psc.mo.gov), the Office of the Public Counsel (at opcservice@ded.mo.gov), Socket Telecom, LLC (at rmkohly@socketelecom.com) and counsel for Socket Telecom, LLC (at clumley@lawfirmemail.com; lcurtis@lawfirmemail.com) on this 5th day of September, 2007.

/s/ Larry W. Dority

Larry Dority