

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

FullTel, Inc.)	
)	
Complainant,)	
)	
v.)	Case No. TC-2006-0068
)	
CenturyTel of Missouri, LLC,)	
)	
Respondent.)	

**CENTURYTEL OF MISSOURI, LLC'S
RESPONSE TO ORDER DIRECTING FILING**

COMES NOW CenturyTel of Missouri, LLC ("CenturyTel"), pursuant to the Commission's Order Directing Filing, and for its Response respectfully states as follows:

1. On November 23, 2005, the Commission issued its Order Directing Filing wherein the Commission acknowledged that the parties filed a joint Stipulation of Facts in this matter, but the Order also stated the following:

However, it is not clear from the stipulation whether FullTel, through its contemplated interconnection with CenturyTel at CenturyTel's switch, will deliver local traffic through the contemplated interconnection. Local traffic, for purposes of this order, is defined as traffic that originates and terminates in the local calling scope as defined in CenturyTel's tariff.¹

2. As a result, the Commission stated that it would require the parties to file a joint pleading, with affidavits, stating whether FullTel will provide local service pursuant to the interconnection agreement at issue in this case. Further, "If the parties are unable to agree on this fact, the Commission will expect them to file pleading so stating, and to state with specificity their belief about what nature of traffic will travel through the anticipated interconnection." (Order at 1). In addition, the Commission referenced a

¹ Order Directing Filing, Page 1.

perceived issue regarding network capacity, and directed the parties to address that issue as well.

3. While the parties have engaged in discussions regarding a possible joint response to the Commission's inquiry regarding the nature of traffic involved, the parties are unable to agree on this fact. Accordingly, attached hereto as **Exhibit 1** and incorporated herein by reference is the "Affidavit of Susan Smith," filed on behalf of CenturyTel, stating with specificity CenturyTel's belief about what nature of traffic will travel through the anticipated interconnection.

4. Attached hereto as **Exhibit 2** and incorporated herein by reference is the "Affidavit of Craig Brown," submitted on behalf of CenturyTel and addressing the issue of network capacity referenced in the Commission's Order.

WHEREFORE, CenturyTel of Missouri, LLC respectfully submits its Response to the Commission's Order Directing Filing, and based upon its Motion to Dismiss, Answer and Affirmative Defenses, as well as the arguments and legal authority set forth in its Brief, and the sworn affidavits presented herewith, respectfully requests that the Commission dismiss FullTel's complaint or, in the alternative, deny the relief requested therein.

Respectfully submitted,

/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), William K. Haas, Deputy General Counsel (at william.haas@psc.mo.gov), the Office of Public Counsel (at opcservice@ded.mo.gov), and counsel for FullTel, Inc. (at comleym@ncrpc.com) & Andrew.Klein@DLAPiper.com), on this 7th day of December 2005.

/s/ Larry W. Dority

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AFFIDAVIT OF SUSAN SMITH

STATE OF TEXAS)	
) ss	
COUNTY OF BOWIE)	

I, Susan Smith, having been duly sworn upon my oath, hereby state as follows:

1. I am Director, External Affairs for CenturyTel Service Group, LLC. My office address is 911 N. Bishop Rd., C207, Texarkana, Texas. In my position I am responsible for negotiating the terms and conditions for interconnection of CenturyTel of Missouri, LLC's local exchange network in Missouri with other carriers for the exchange of traffic. I am authorized by CenturyTel of Missouri, LLC ("CenturyTel") to make this affidavit.

2. In the course of my duties I have had discussions with representatives of FullTel, Inc. ("FullTel") concerning the exchange of traffic originating in the CenturyTel local exchanges of Ava, Mansfield, Willow Springs, and Gainesville, Missouri. I have also exchanged correspondence with FullTel concerning this traffic

3. I am aware that in its Order Directing Filing issued November 23, 2005 in Case No. TC-2005-0068, the Missouri Public Service Commission has sought clarification as to “whether FullTel, through its contemplated interconnection with CenturyTel at CenturyTel’s Branson switch, will deliver local traffic through the contemplated interconnection.” The answer to the Commission’s inquiry is a definitive “No.” FullTel will not deliver local traffic through the contemplated interconnection.

4. The traffic that FullTel seeks to deliver to its customer is not local traffic. Rather, based upon my discussions and exchange of correspondence with FullTel, it is clear that the traffic FullTel seeks to deliver to its customer fits the classic VNXX/ISP-bound business model. In the course of my duties I have become quite familiar with this business model. Under this model, a CLEC entices an ISP currently receiving local service in CenturyTel’s local calling area to move its modem banks out of CenturyTel’s local calling area to be relocated near the CLEC’s switch which is typically located well outside of CenturyTel’s service area and in some instances even outside of the state. The CLEC then assigns its ISP customer telephone numbers that do not reflect the location where the ISP takes service from the CLEC, but rather are numbers assigned to the original CenturyTel local calling areas. Because these telephone numbers do not match the calling area in which the customer is located and where the customer will receive traffic delivered by the CLEC, they are referred to as virtual numbers, or virtual NXX (“VNXX”). VNXX allows the CLEC to provide its customer with a toll free inward dialing long distance service.

5. Under the VNXX/ISP-bound model, customers served by CenturyTel located in CenturyTel local calling areas will place dial-up internet calls by calling the VNXX number that the CLEC has assigned to its ISP customer. These calls do not constitute local traffic. The calling party is located in the CenturyTel local calling area. However, the called party (the ISP served by the CLEC) is not.

6. Based upon my discussions and exchange of correspondence with representatives of FullTel it is evident that the traffic FullTel seeks to exchange is VNXX/ISP-bound traffic. FullTel’s switch is located in Oklahoma City. FullTel has an ISP customer also located in Oklahoma City. FullTel has, or will give to its ISP customer telephone numbers that are not Oklahoma City numbers, but rather, are telephone numbers assigned to the CenturyTel exchanges of Ava, Mansfield, Willow Springs, or Gainesville, Missouri. The traffic that FullTel seeks to exchange involves CenturyTel customers located in the Ava, Mansfield, Willow Springs, or Gainesville local calling areas placing calls to the FullTel ISP customer located in Oklahoma City.

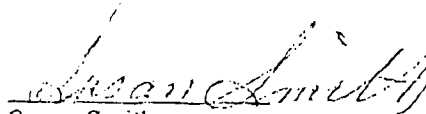
7. FullTel seeks to have CenturyTel deliver this traffic to FullTel at a location in Branson, Missouri. This does nothing to change the fact that FullTel will ultimately deliver the calls to its customer at a location in Oklahoma City. It is not the location of the hand-off point between CenturyTel and FullTel's networks, or the location of FullTel's switch or, the location of any other intermediary point that determines whether the call is local traffic. Rather, it is the location of the calling party and the called party that drives such a determination.

8. The traffic that FullTel seeks to exchange in this complaint proceeding has nothing to do with FullTel providing a competing service within CenturyTel's service territory. FullTel has access to telephone numbers assigned to the Ava, Mansfield, Willow Springs, or Gainesville local exchanges. However, based upon my discussions with representatives of FullTel, and consistent with the VNXX/ISP-bound model, it became evident to me that the dispute did not involve FullTel serving any customers in those areas. In my letter of June 2, 2005 to Roger Baresel of FullTel, I stated very clearly that CenturyTel's actions were based upon the fact that FullTel would not be assigning these numbers to any customers located in those areas. Rather, based upon my familiarity with the VNXX/ISP-bound model, and my knowledge that FullTel's switch was located in Oklahoma City, I stated that FullTel intended to assign these numbers to customers located in Oklahoma City. My June 2nd letter is attached as Exhibit 3 to the Joint Stipulation of Fact submitted by the parties earlier in this proceeding. Mr. Baresel's June 7, 2005 letter in direct response to my June 2nd letter did not dispute my rendition of these facts. Mr. Baresel's June 7 letter is attached as Exhibit 5 to the Joint Stipulation of Fact submitted by the parties.

9. The notion that FullTel may at some time in the future seek to serve customers who are actually located in CenturyTel's service territory is purely speculative and outside of the facts underlying the current dispute. My experience has been that carriers implementing the VNXX/ISP-bound model do not typically seek to serve customers located much beyond the immediate area of their switch. In any event, if and when FullTel should ever actually begin serving customers located in the CenturyTel local calling areas, it would not affect treatment of VNXX traffic where the CLEC customer is not located in the local calling area.

10. Local traffic is defined in the Commission's Order Directing filing as "traffic that originates and terminates in the local calling scope as defined in CenturyTel's tariff." The traffic at issue in the current dispute originates from CenturyTel customers located in the Ava, Mansfield, Willow Springs, or Gainesville local calling areas and terminates in Oklahoma City, well outside those local calling areas. A direct response to the question posed by the Commission in the first paragraph of its Order Directing Filing is that FullTel, through its contemplated interconnection with CenturyTel at CenturyTel's Branson switch, will not deliver local traffic through the contemplated interconnection.

I hereby swear and affirm that the information presented herein is true and correct to the best of my information and belief.


Susan Smith

Subscribed and sworn before me this 7th day of December 2005.


Notary Public

My Commission expires on 5-29-07

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Respondent.)	

AFFIDAVIT OF CRAIG BROWN

STATE OF MISSOURI)	
) ss	
COUNTY OF ST. CHARLES)	

I, Craig Brown, having been duly sworn upon my oath, hereby state as follows:

1. I am Manager Field Plant Facilities for CenturyTel of Missouri, LLC ("CenturyTel"). My office address is 1151 CenturyTel Drive. Wentzville, Missouri. In my position I am responsible for planning the interoffice network facilities for CenturyTel local exchange carrier operations in Missouri. This includes facilities running between the local exchanges of Ava, Mansfield, Willow Springs, or Gainesville and CenturyTel's access tandem switch in Branson. I am authorized by CenturyTel to make this affidavit.

2. I am aware that in its Order Directing Filing issued November 23, 2005 in Case No. TC-2005-0068, the Missouri Public Service Commission has sought additional information concerning the ability of CenturyTel's network to accommodate an anticipated exchange of traffic between CenturyTel and FullTel assuming that such traffic would traverse CenturyTel facilities between the local exchanges of Ava, Mansfield, Willow Springs, or Gainesville and CenturyTel's access tandem switch in Branson. In order to respond to the Commission's inquiry, I have taken into consideration the forecast of the volume of the traffic to be exchanged as provided to CenturyTel by FullTel. The forecast was included as Exhibit 2 PROPRIETARY to the Joint Stipulation of Fact submitted by the parties earlier in this proceeding.

3. In order to evaluate the ability of CenturyTel's network to accommodate the forecasted traffic it is necessary to identify available circuits and switch ports. There must be unused capacity on facilities running between the CenturyTel local exchange end office (e.g. Ava) and the access tandem switch in Branson. There also must be switch

ports available at both the local exchange end office switches and the access tandem switch in Branson in order to connect the circuits to the switches.


4. Currently CenturyTel's facilities running between the four identified local exchanges and the Branson access tandem switch are utilized for transport of non-local traffic. That is, the traffic either leaves the local calling area or comes in from outside the local calling area. As such, CenturyTel recovers its costs of maintaining the circuits on these facilities from the imposition of toll or access charges.

5. The Joint Stipulation of Fact notes that on June 2, 2005 CenturyTel asserted that it did not have sufficient capacity to handle the traffic forecasted by FullTel. This was true at that point in time. The constraint at that time had to do with the number of available ports at the Branson access tandem switch, which also serves as the Branson Main central office switch. A building expansion completed in August 2005 allowed additional switch ports to be added in September 2005. There are currently sufficient switch ports at this location to accommodate the forecasted traffic.

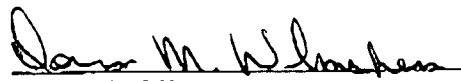
6. A review of available circuits and switch ports at the other necessary locations reveals that the forecasted traffic can now be accommodated at all locations.

7. However, it must be noted that there are costs associated with turning up these additional interexchange circuits. As noted in CenturyTel's Brief submitted in this matter, the number of circuits between Ava and Branson, for example would have to be more than doubled. (CenturyTel Brief at page 17 -18).

I hereby swear and affirm that the information presented herein is true and correct to the best of my information and belief.


Craig Brown

Subscribed and sworn before me this 14 day of December 2005.


Notary Public

My Commission expires on May 25, 2009

