

**BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

Socket Telecom, LLC,	)	
	)	
Complainant,	)	
	)	
v.	)	<b>Case No. TC-2008-_____</b>
	)	
CenturyTel of Missouri, LLC dba	)	
CenturyTel and Spectra Communications	)	
Group, LLC dba CenturyTel	)	
	)	
Respondents.	)	

**COMPLAINT**

COMES NOW Socket Telecom, LLC (Socket), pursuant to Sections 386.040, 386.230, 386.250, 386.310.1, 386.320.1, 386.330, 386.390, 386.400, 392.200.1, 392.240, 392.400.6 RSMo., and 4 CSR 240-2.070 and 2.080, 4 CSR 240-29, 47 USC 251 and 252, 47 CFR 51.305 and 51.321, and Article III, Section 18, and Article V of the applicable interconnection agreements, and other applicable authority, and for its Complaint against CenturyTel of Missouri, LLC d/b/a CenturyTel and Spectra Communications Group, LLC d/b/a CenturyTel (“CenturyTel”) regarding CenturyTel’s refusal to interconnect with Socket in compliance with applicable statutes and rules and the interconnection agreements (ICAs) in effect between Socket and CenturyTel, and CenturyTel's related improper billing to Socket for interconnection facilities, states as follows to the Commission:

1. Socket is a certificated competitive local exchange company in the State of Missouri. Socket is a Missouri limited liability company in good standing, with its

principal place of business located at 2703 Clark Avenue, Columbia, Missouri 65202 and it can be reached as follows: telephone – 573-777-1991 (ext. 551) and facsimile – 573-441-1050, email: [rmkohly@sockettelecom.com](mailto:rmkohly@sockettelecom.com). Socket is an authorized provider of intrastate switched and non-switched local exchange and interexchange telecommunications services in Missouri under certificates granted and tariffs approved by the Commission. Socket is also an authorized provider of interstate telecommunications services in Missouri under the jurisdiction of the Federal Communications Commission.

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

Carl J. Lumley, #32869  
Curtis, Heinz, Garrett & O’Keefe, PC  
130 S. Bemiston, Suite 200  
St. Louis, Missouri 63105  
Telephone: (314) 725-8788  
Facsimile: (314) 725-8789  
Email: [clumley@lawfirmemail.com](mailto:clumley@lawfirmemail.com)

3. CenturyTel of Missouri, LLC d/b/a CenturyTel is a limited liability company organized and existing under the laws of the State of Louisiana and authorized to conduct business in the State of Missouri. It is a public utility subject to the jurisdiction of the Commission and provides telecommunications services in its service areas within the State of Missouri under authority granted and tariffs approved by the Commission. It is an incumbent local exchange carrier as defined in Section 251(h) of the Telecommunications Act of 1996 and a noncompetitive large local exchange carrier as defined in Sections 386.020, 392.361, and 392.245 R.S.Mo. CenturyTel’s principal place of business in Missouri is located at 1151 CenturyTel Drive, Wentzville, Missouri

63885, and it has local offices at 220 Monroe Street, 1<sup>st</sup> Floor, Jefferson City, Missouri 65101.

4. Spectra Communication Group, LLC d/b/a CenturyTel is a limited liability company organized and existing under the laws of the State of Delaware and authorized to conduct business in the State of Missouri. It is a public utility subject to the jurisdiction of the Commission and provides telecommunications services in its service areas within the State of Missouri under authority granted and tariffs approved by the Commission. It is an incumbent local exchange carrier as defined in Section 251(h) of the Telecommunications Act of 1996 and a noncompetitive large local exchange carrier as defined in Sections 386.020, 392.361, and 392.245 R.S.Mo. Spectra's principal place of business in Missouri is located at 1151 CenturyTel Drive, Wentzville, Missouri 63885, and it has local offices at 220 Monroe Street, 1<sup>st</sup> Floor, Jefferson City, Missouri 65101.

5. The Commission has general jurisdiction over both Socket and CenturyTel as telecommunications companies and their telecommunications facilities, including pursuant to Section 386.250 RSMo., and including all powers necessary or proper to enable it to carry out fully and effectually all its regulatory purposes as provided in Section 386.040. The Commission has jurisdiction to supervise CenturyTel and its facilities pursuant to Section 386.320 RSMo. The Commission has jurisdiction to pursue complaints regarding unlawful conduct by telecommunications companies, such as this one against CenturyTel, pursuant to Sections 386.230, 386.310, 386.330, 386.390, 386.400, 392.200, 392.240, 392.400.6 R.S.Mo. and Section 252 of the Telecommunications Act of 1996. 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. 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 under the federal Telecommunications Act of 1996, 47 U.S.C. § 251(d) (3) (conferring authority to State commissions to enforce any regulation, order or policy that is consistent with the requirements of Section 251), with respect to the matters raised in this Complaint.

6. Socket is entitled to seek relief on its Complaint before the Commission under Article III, Section 18 of the parties' ICAs, which governs dispute resolution, as well as under Article V, Section 4.3.5 which sets forth that the POI-decommissioning aspects of this dispute qualify for expedited dispute resolution pursuant to Article III, Section 18.4.

7. Socket and CenturyTel of Missouri, LLC are competitors and operate under an ICA that was arbitrated and approved by the Commission and became effective on October 13, 2006 in Case No. TO-2006-0299. Prior to the effective date of that ICA, Socket and CenturyTel of Missouri, LLC operated under an interconnection agreement originally made between AT&T Communications of the Southwest, Inc. and GTE Midwest, Inc. adopted by Socket in Commission Case No. TK-2002-1085, including an amendment effective October 17, 2005 approved in Commission Case No. TK-2006-0175. The Commission should take notice of the current ICA and the prior agreement including as amended and its related orders and proceedings which are contained in its files and incorporated herein by this reference.

8. Socket and Spectra Communications Group, LLC are competitors and operate under an ICA that was arbitrated and approved by the Commission and became effective on October 13, 2006 in Case No. TO-2006-0299. Prior to the effective date of that ICA, Socket and Spectra Communications Group, LLC operated under an Interim Arrangement approved in Commission Case No. TK-2006-0176, that adopted and modified the provisions of the AT&T/GTE agreement identified in the previous paragraph of this Complaint. Before the October 17, 2005 effective date of the Interim Agreement, Socket and Spectra operated under the AT&T/GTE agreement coincident with Socket's operations with CenturyTel of Missouri, LLC. The Commission should take notice of the current ICA and the prior agreements and its related orders and proceedings which are contained in its files and incorporated herein by this reference.

9. On October 13, 2006, when the new ICAs identified in the preceding paragraphs of this Complaint took effect, Socket was already interconnected with both CenturyTel of Missouri, LLC and Spectra Communications Group, LLC and exchanging traffic with them over interconnection facilities. Such interconnection arrangements were interim arrangements under the Amendment to Interconnection Agreement between Socket and CenturyTel of Missouri, LLC as well as under the Interim Agreement between Socket and Spectra, "pending completion of their negotiations of a new interconnection agreement and any related mediation, arbitration or litigation that precedes the effective date of such interconnection agreement."

10. As of October 13, 2006, under the new ICAs with CenturyTel, Socket was entitled to interconnect and exchange traffic with CenturyTel pursuant to the new terms and conditions of those ICAs.

11. On October 4, 2006, Socket provided notice to CenturyTel that the ICAs would become effective on October 13, 2006 and requested to meet as soon as possible to discuss several network projects Socket wanted to complete as part of implementing the new ICAs, including transitioning then existing trunking and interconnection facilities to meet the requirements of the new ICAs.

12. On November 17, 2006, Socket provided forecasts and a description of its plans to indirectly interconnect with Spectra in LATAs 520 (St. Louis) and 522 (Springfield) pursuant to Article V, Section 7.0 of the ICA, in order to exercise its rights under the new ICA, including in lieu of the interim legacy dedicated interconnection arrangements which had been in place in LATA 520 (St. Louis) under the prior agreement.

13. At Socket's request, Socket and CenturyTel representatives met on December 4, 2006 to discuss Socket's plans. At that meeting, CenturyTel's representative announced that Spectra refused to transition the interim legacy interconnection arrangements established with Spectra in LATA 520 under the prior agreement to the architecture permitted by the new ICA in violation of the ICA, which permits Socket to indirectly interconnect with Spectra in lieu of a direct connection.<sup>1</sup> Socket and CenturyTel representatives also discussed the current interconnections between Socket and CenturyTel of Missouri in LATA 520. CenturyTel refused to permit Socket to transition the interim legacy interconnection arrangements established with CenturyTel of

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<sup>1</sup> Spectra did ultimately agree to indirectly interconnect with Socket in LATA 522 (Springfield), as well as LATA 524 (Kansas City). Spectra also ultimately agreed to establish new indirect interconnection arrangements in LATA 520 (St. Louis), but continues to refuse to replace existing interim arrangements with indirect arrangements.

Missouri in LATA 520 under the prior agreement to the new ICA regime, which permits Socket to initially directly interconnect at a single POI per LATA.

14. On or about December 4, 2006, Socket made a written request to CenturyTel for dispute resolution pursuant to Article III, Section 18 of the ICA.

15. On or about December 6, 2006, CenturyTel confirmed its refusal to indirectly interconnect with Socket in LATA 520 (St. Louis) for Spectra exchanges in lieu of the existing interim arrangements as requested by Socket. CenturyTel asserted that the interim legacy dedicated interconnection facilities of the companies should be treated as if they had been established pursuant to the new ICA (even though they had not been) and further that they could not be replaced by indirect interconnection arrangements or otherwise removed.

16. CenturyTel's assertions as described in the preceding paragraph of this Complaint were (and remain) erroneous. There is no provision in the new ICA that calls for pre-existing interconnection arrangements to be treated as if they had been established pursuant to the new ICA. To the contrary, the new ICA (at Article V, 4.0), expressly provides that Socket is entitled to initially directly interconnect at a single point of interconnection (POI) in each LATA and add additional POIs over time pursuant to specific processes. Further, the new ICA (at Article V, 4.0 and 7.0) expressly provides that Socket is entitled to interconnect indirectly through third parties, including in lieu of direct interconnection.

17. Despite efforts to resolve the foregoing disputes, the parties remained at impasse.

18. In March 2007, CenturyTel of Missouri issued a retroactive invoice to Socket, improperly attempting to bill Socket at ICA rates retroactively to October 2006 for the legacy interim interconnection arrangements for CenturyTel of Missouri exchanges that CenturyTel has wrongfully refused to remove in LATA 520 (St. Louis). In May 2007, Spectra and CenturyTel of Missouri issued retroactive invoices to Socket, improperly attempting to jointly bill Socket special access charges back to October 2006 for the legacy interim interconnection facilities that they have wrongfully refused to replace with indirect interconnection arrangements in LATA 520 (St. Louis) for Spectra exchanges, which rates are substantially higher than the rates that applied to those interim facilities under the prior agreements. Spectra and CenturyTel of Missouri also informed Socket that if Socket cancelled the existing trunk groups, calls would fail to be routed rather than be routed over common trunk facilities, thus preventing Socket from moving to the new architecture by canceling the legacy dedicated trunks.

19. On or about June 11, 2007, Socket reiterated in writing that the legacy interim interconnection arrangements did not constitute arrangements established under or subject to the terms of the new ICA. Without prejudice to that position, however, at the same time, Socket also gave written notice that these disputed points of interconnection with Spectra, at the Canton, Van Buren, Palmyra, Monroe City, and Licking exchanges, should be decommissioned pursuant to Article V, Section 4.3.5 of the ICA, because of the low volume of traffic being exchanged. Socket continued to seek to replace these legacy interim arrangements in LATA 520 (St. Louis) with indirect interconnection arrangements.



20. On or about June 14, 2007, while likewise disputing that legacy arrangements with CenturyTel of Missouri, LLC constituted POIs established under the new ICA, and without prejudice to that position, Socket gave notice that disputed points of interconnection at the O'Fallon, St. James, St. Peters, Troy, and Warrenton exchanges should be decommissioned pursuant to Article V, Section 4.3.5 of the ICA, because of the low volume of traffic being exchanged. Socket intended to maintain its direct interconnection arrangement in LATA 520 (St. Louis) with CenturyTel of Missouri, LLC in Wentzville and intended to establish additional POIs when required by Article V, Section 4.3 based upon traffic volumes.

21. On or about August 13, 2007, Socket requested in writing that CenturyTel discuss implementation of the June 11 and 14 notices. On or about August 14, 2007, CenturyTel answered that it refused to decommission the interconnection arrangements identified in the preceding two paragraphs of this Complaint, asserting that the traffic volume being exchanged precluded such decommissioning. The August 14, 2007 response was the first time CenturyTel informed Socket that it opposed Socket's request to decommission the alleged POIs. CenturyTel did not provide any traffic studies or other data to support the refusal.

22. Subsequently, the parties engaged in lengthy discussions aimed at resolving a wide variety of matters in dispute between them, including the matters described above in this Complaint, without success.

23. In September, 2007, to address Spectra's ongoing protests in various dockets to the Commission regarding Socket indirectly interconnecting with Spectra, Socket requested to change from indirect interconnection arrangements to direct interconnection

arrangements with Spectra at initial single POIs in LATA 522 (Springfield) and LATA 524 (Kansas City)<sup>2</sup> and to exchange all traffic for each LATA through the respective POI. Socket would then establish additional POIs based upon traffic levels when required by the ICA. That is the general direct connection architecture set forth in Article V, Section 4 of the ICA.

24. During a December 7, 2007 Network Interconnection Team (NIT) meeting discussing Socket's request to directly interconnect with Spectra in LATA 522 and LATA 524, CenturyTel refused Socket's request, alleging such arrangement is "not technically feasible without network modifications", despite the fact that the legal standard is "technically feasible" as defined by the FCC with no qualifiers. Additionally, CenturyTel stated that it would provide Socket with traffic studies the following week for each of the areas covered by the legacy interconnection arrangements and identifying areas it believed were above the POI thresholds. CenturyTel also acknowledged that it recognized some areas were below the thresholds<sup>3</sup>. CenturyTel has yet to provide that promised information.

25. CenturyTel has continued to erroneously insist that the foregoing disputed legacy interconnection arrangements qualify as POIs established under the new ICAs and further that they do not qualify for decommissioning under Article V, Section 4.3.5 of the ICAs due to traffic volumes. Spectra has continued to refuse to establish requested indirect interconnection for LATA 520 (St. Louis) and to refuse to replace indirect

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<sup>2</sup> See supra note 1.

<sup>3</sup> For example, there are some legacy interconnection arrangements where it is physically impossible for those facilities to carry a volume of traffic that exceeds the applicable POI threshold. For example, the St. Peters exchange has a POI threshold well in excess of 5 DS1s under the ICA. The parties currently have 2 DS1s (one DS1 in each direction) in place. It is physically impossible to carry more than 5 DS1s of traffic on 2 DS1s. Thus, there is no way Socket is exceeding the POI threshold for this exchange. Yet CenturyTel has opposed "decommissioning" this POI based upon claims that the volume of traffic exchanged between the parties exceeds the POI threshold.

interconnection arrangements in LATA 522 (Springfield) and LATA 524 (Kansas City) with direct interconnection arrangements. Further, CenturyTel of Missouri and Spectra have, since the retroactive invoice issued in May, 2007, continued to improperly jointly bill Socket on a monthly basis for the legacy arrangements for Spectra exchange in LATA 520 at higher special access rates. CenturyTel of Missouri has also continued to refuse to permit Socket to eliminate unneeded legacy interim interconnection arrangement between it and Socket in LATA 520 and has also continued to bill Socket for these interconnection facilities at the ICA rates.

26. The legacy interconnection arrangements do not constitute POIs established under the new ICAs. Socket was and remains entitled to terminate these arrangements and establish new arrangements to start operations under the terms of the new ICAs. And in any event, due to low traffic volumes, Socket would be entitled to decommission these arrangements as described above even if they were POIs under the new ICAs.

27. Furthermore, the legacy arrangements include one-way trunks to host exchanges. Pursuant to the new ICAs, interconnection facilities are supposed to be two-way facilities. CenturyTel has failed and refused to convert these facilities to two-way facilities and accordingly pursuant to Article V, Section 11.1.1, if these facilities are to be considered established under the ICAs as CenturyTel contends, then CenturyTel is responsible for the costs of the one-way facilities and has no right to charge Socket anything for them.

28. CenturyTel's aforesaid actions violate Section 392.200.1 RSMo., 4 CSR 240-29, 47 USC 251 and 252, 47 CFR 51.305 and 51.321, and Article V of the ICAs, and other applicable authority.

29. As described above, the parties have not been able to resolve this dispute.

WHEREFORE, Socket prays the Commission to:

1. Serve this Complaint and its notice upon the CenturyTel respondents, directing them to answer this Complaint;
2. Promptly set a prehearing conference and a deadline to file a procedural schedule;
3. Proceed to hearing on the matters described in this Complaint;
4. Rule that CenturyTel must allow Socket to establish indirect and direct interconnection arrangements pursuant to the ICAs, including in lieu of the pre-existing interim interconnection arrangements described herein and/or eliminate such arrangements pursuant to the decommissioning process of Article V, Section 4.3.5 of the ICAs;
5. Further rule that CenturyTel may not charge Socket for facilities that CenturyTel has failed and refused to eliminate or replace at Socket's request, or alternatively may not charge more for such facilities than the rates provided for in the prior arrangements concerning them;
6. Further rule that CenturyTel is responsible for the costs of all one-way trunks that it has failed to replace with two-way trunks; and
7. Grant such other and further relief to Socket as the Commission deems just and proper.

Respectfully submitted,

CURTIS, HEINZ,  
GARRETT & O'KEEFE, P.C.

\_\_\_\_/s/ Carl J. Lumley\_\_\_\_\_  
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### **Certificate of Service**

A true and correct copy of the foregoing was served upon the parties identified on the attached service list on this 8th day of January, 2008, by either fax, email or by placing same in the U.S. Mail, postage paid.

\_\_\_\_/s/ Carl J. Lumley\_\_\_\_\_

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