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April 25, 2003

FILED²

APR 25 2003

Missouri Public
Service Commission

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102-0360

Re: KMC Telecom V, Inc.

Dear Judge Roberts:

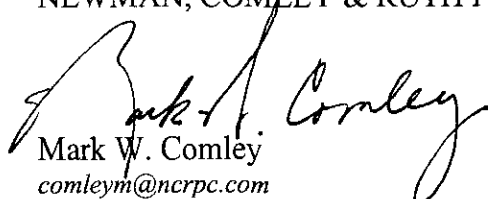
Please find enclosed for filing on behalf of KMC Telecom V, Inc. the original and five copies of a Complaint.

Please call me if there are any questions. Thank you very much.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:


Mark W. Comley
comleym@ncrpc.com

MWC:ab

Enclosure

cc: Office of Public Counsel
General Counsel's Office
Andrew M. Klein
Marva Johnson

BEFORE THE PUBLIC SERVICE COMMISSION OF
THE STATE OF MISSOURI

FILED²
APR 25 2003

Missouri Public
Service Commission

KMC Telecom V, Inc.)	
)	Case No. _____
Complainant,)	
)	
CenturyTel of Missouri, LLC)	
)	
Respondent.)	

COMPLAINT

Complainant KMC Telecom V, Inc. ("KMC Telecom"), identified below, by its attorneys Newman Comley & Ruth, PC, and Kelley Drye & Warren LLP, pursuant to Sections 386.390, 392.300, 392.360, 392.400, 392.470 RSMo 2000, 4 CSR 240-2.070, and Sections 251 and 252 of the Federal Communications Act of 1934, as amended, states as follows for its Complaint against Respondent CenturyTel of Missouri, LLC.

NATURE OF THE COMPLAINT

This Complaint is brought to compel the Respondents to comply with the terms of the interconnection agreement existing between the Complainant KMC Telecom and Respondent, the Report and Order of the Public Service Commission issued May 21, 2002 in Case No. TM-2002-232, and the stipulation executed in Case No. TM-2002-232 and made a part of the foregoing order. (Counts I and II, below) Complainant KMC Telecom also asks that the Commission find that Respondent has failed to comply with the Report and Order of the Commission issued May 21, 2002 in Case No. TM-2002-232 and the stipulation executed in that

case and made a part of the foregoing order, and in consequence thereof revoke the various grants of authority contained in the Report and Order that were made specifically subject to the conditions contained both in the Report and Order and in the stipulation. (Counts III and V, below) Finally, Complainant KMC Telecom seeks compensation and penalties for Respondent's failure to comply with its legal obligations and for its violation of Missouri law, and respectfully requests such other and further relief as may be appropriate under the circumstances. (Counts I-V, below)

Respondent CenturyTel is required to provide interconnection with Complainant KMC Telecom pursuant to the parties' interconnection agreement, the Commission's May 21, 2002 Report and Order in Case TM-2002-232, the stipulation filed and approved in Case TM-2002-232, and the Communications Act of 1934, as amended (the "Act"). By failing to provide such interconnection, Respondent is in violation of the agreement and the laws of the State of Missouri. This Commission has jurisdiction over the Respondent and the matters at issue. The Commission has specific jurisdiction to hear this matter pursuant to Section 386.390 RSMo 2000.

THE PARTIES¹

1. Complainant KMC Telecom V, Inc., ("KMC") is a Delaware corporation authorized to provide public telecommunications service in the State of Missouri.

2. Complainant KMC Telecom is a competitive local exchange carrier (CLEC) seeking to interconnect with and compete against Respondent CenturyTel. Complainant seeks to interconnect with Respondent pursuant to the rates, terms and conditions set forth in the

¹ The addresses, phone and fax numbers, and electronic mail address, if applicable, of the parties are set out on Appendix A attached to this complaint.

interconnection agreement existing between Complainant KMC Telecom and Respondent that will be more fully described herein.

3. Respondent CenturyTel of Missouri, LLC (“CenturyTel”), a Louisiana limited liability corporation, is a local exchange telecommunications company and public utility. CenturyTel provides regulated intrastate telecommunications services within its Missouri service area. Specifically, it provides local exchange service, and other network telecommunications services to CLECs in the State of Missouri. CenturyTel also provides telecommunications services to end users in competition with the Complainant KMC Telecom. CenturyTel is a telecommunications company subject to the Commission’s jurisdiction. It can be served with this Complaint at its registered address.

4. The Respondent has been directly contacted by Complainant KMC Telecom, and attorneys acting on its behalf, about the circumstances giving rise to this complaint. Respondent had failed to address these issues.

MISSOURI STATUTES

5. Section 386.390.1, RSMo 2000 provides, in part, that complaint “may be made by . . . any corporation or person . . . by petition or complaint in writing, setting forth any act or thing done or omitted to be done by any corporation, person or public utility, including any rule, regulation or charge heretofore established or fixed by or for any corporation, person or public utility, in violation, or claimed to be in violation, of any provision of law, or of any rule or order or decision of the commission.”

6. Section 392.300.1, RSMo 2000 states, in part, that

No telecommunications company shall hereafter sell, assign, lease, transfer, mortgage or otherwise dispose of or encumber the whole or any part of its franchise, facilities or system, necessary or useful in the performance of its duties

to the public, nor by any means, direct or indirect, merge or consolidate such line or system, or franchises, or any part thereof, with any other corporation, person or public utility, without having first secured from the commission an order authorizing it so to do. Every such sale, assignment, lease, transfer, mortgage, disposition, encumbrance, merger or consolidation made other than in accordance with the order of the commission authorizing the same shall be void.

7. Section 392.360, RSMo 2000 requires that every “telecommunications company, and all officers, agents and employees of any telecommunications company shall obey, observe and comply with every order, direction or requirement made by the commission, under authority of this chapter, so long as the same shall be and remain in force,” and provides penalties for failure to do so.

8. Section 392.400.6, RSMo 2000 contains a savings clause, which provides in part that “[n]othing in this chapter shall in any way preempt, modify, exempt, abrogate or otherwise affect any right, cause of action, defense, liability, duty or obligation arising from any federal, state or local law governing unfair business practices, antitrust, restraint of trade or other anticompetitive activity.”

9. Section 392.470.1, RSMo 2000 permits the Commission to impose “any condition or conditions that it deems reasonable and necessary upon any company providing telecommunications service if such conditions are in the public interest and consistent with the provisions and purposes of this chapter,” including determining that a company providing “intrastate telecommunications service without Commission authorization” should provide “just and reasonable compensation” to one or more certificated carriers operating in those same areas.

FEDERAL LAW

10. As a “telecommunications carrier,” Respondent is required by law to interconnect directly with the facilities of other carriers, in accordance with Section 251(a) of the Act (47 U.S.C. §251(a)(1)).

11. As an “incumbent local exchange carrier” Respondent must provide such interconnection for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within its network, as required by Section 251(c) of the Act (47 U.S.C. §251(c)(2)).

12. The Rules of the Federal Communications Commission additionally require that incumbent LECs, such as Respondent, permit competitive LECs like Complainant KMC Telecom to interconnect at any technically feasible point within the incumbent carrier’s network (47 C.F.R. §51.305(a)(2)).

CONDITIONS OF APPROVAL OF THE SERVICE TERRITORY TRANSFER

13. On November 28, 2001, Respondent CenturyTel and GTE Midwest, Inc., d/b/a Verizon Midwest (“Verizon”), filed a joint application for, *inter alia*, approval of the transfer of the Verizon service territory in Missouri to Respondent. On March 21, 2002, a nonunanimous stipulation (“Stipulation”) was filed in Case TM-2002-232, which was signed by Respondent, Verizon, Commission Staff, Public Counsel and others. By Commission rule, inaction by the non-signing parties rendered the Stipulation unanimous. (Report and Order at page 4, *citing* 4 CSR 240-2.115 (1) and (3))

14. The Stipulation, which was made part of the Commission’s Report and Order, contained numerous conditions. Among those conditions was the following:

CenturyTel shall use the same rates, terms and conditions of

service as Verizon on the date of the closing of the transaction. CenturyTel shall, in good faith, negotiate interconnection agreements with all carriers who currently have interconnection agreements with Verizon and who desire to interconnect with CenturyTel. Where technically feasible, the new agreement will have the same rates, terms and conditions as did the agreement with Verizon. These agreements will differ from the Verizon agreements only with respect to technical differences to reflect the way CenturyTel interfaces with the interconnecting carrier. In cases in which services are being provided under these interconnection agreements, CenturyTel will cooperate with the interconnecting carriers to secure expeditious approval of a replacement interconnection agreement and to ensure continuity of service for their customers. CenturyTel shall provide local interconnection services as set out in the interconnection agreement between Verizon and Intervenor AT&T, and adopted by Intervenor Fidelity, for a period of one year following the closing of the proposed transaction. Any interconnection agreement not replaced within one year shall continue in force on a month-to-month basis until replaced.

(Report and Order at page 6)

15. The Commission “reviewed and carefully considered the Stipulation and Agreement and the conditions contained therein,” and determined that it would conditionally approve CenturyTel’s acquisition of Verizon’s exchanges “subject to the conditions contained in the Stipulation and Agreement.” (Report and Order at page 17)

16. In its ordering clauses, the Commission approved the Stipulation and specifically stated that the “various grants of authority and certificates of service authority to CenturyTel of Missouri, LLC, contained in this Report and Order are *subject to the conditions contained in the Stipulation and Agreement.*” (Ordering Clause 2, Report and Order at page 21; *emphasis added*)

17. The Commission stated further that “CenturyTel of Missouri, LLC, is ordered to comply with those conditions [contained in the Stipulation].” (Ordering Clause 2, Report and Order at page 21)

18. In subsequent ordering clauses, the Commission delineated some of the specific grants and authorizations made *subject to* the conditions in the Stipulation, including the following:

(a) The authorization for GTE Midwest/Verizon Midwest to transfer and sell to Respondent CenturyTel its facilities, assets and equipment (Ordering Clause 4, Report and Order at page 21);

(b) The granting of a certificate of service authority to Respondent CenturyTel (Ordering Clause 6, Report and Order at pages 21-22), and

(c) The granting of a certificate of service authority to Respondent CenturyTel to provide basic local exchange service (Ordering Clause 7, Report and Order at page 22).

19. As noted in the Commission's Report and Order, Respondent CenturyTel agreed in the Stipulation to abide by very specific conditions, including the granting of "conditional certificates of service authority to CenturyTel." (Stipulation page 2)

20. Of particular relevance here are the conditions to which Respondent CenturyTel agreed relating to the rates, terms and conditions for interconnection and to the interconnection agreements themselves:

CenturyTel agrees to negotiate in good faith new interconnection agreements with all CLECs who currently have interconnection agreements with Verizon and who desire to have interconnection with CenturyTel. Where it is not technically infeasible, CenturyTel will enter into agreements which have the same rates, terms and conditions as those agreements previously negotiated with Verizon. These agreements will be substantially similar to the current agreements with Verizon with only technical differences to reflect the way CenturyTel interfaces with the CLEC. If CenturyTel and any CLEC are unable to agree on the terms of these agreements, CenturyTel agrees to submit any disputes to the Commission for resolution. In those situations where the CLEC is already providing service in an exchange to be transferred, CenturyTel agrees to cooperate with the CLEC in requesting expedited approval of these new interconnection agreements from the Commission. CenturyTel shall cooperate with CLECs to ensure continuity of service for all CLEC customers.

CenturyTel agrees to provide local interconnection services, as defined in Part 51 of the Rules of the Federal Communications Commission, as set forth in the interconnection agreement between Verizon and AT&T Communications of the Southwest, Inc. and adopted by Fidelity Communications Services II, Inc., (hereinafter "CLECs") including, but not limited to interconnection trunking, number portability and 911/E911 service, for one year after the closing of the sale of the telephone properties referenced herein. If any particular interconnection agreement has not been replaced through negotiation or arbitration within one year, that agreement will continue in force on a month-to-month basis until so replaced. CenturyTel shall perform all obligations set forth in such interconnection agreements except for functions, services or elements that CenturyTel is technically incapable of providing. In any proceeding concerning the technical infeasibility or unreasonableness of a particular provision of the Interconnection Agreement, the burden is on CenturyTel to prove such assertion.

(Stipulation at pages 4-5)

21. Respondent specifically acknowledges that the Commission's Report and Order, and the Stipulation incorporated therein, requires it to honor the rates, terms and conditions of the Interconnection Agreement that Complainant KMC Telecom had with Verizon. This fact was explicitly acknowledged in an agreement between CenturyTel and KMC, which stated that "*per the stipulation of the Missouri Public Service Commission, CenturyTel will agree to honor . . . the terms, conditions, and rates of KMC's Agreement with Verizon until August 31, 2003.*" (letter agreement between Jackie Phillips, Manager – Carrier Relations for CenturyTel and Michael Duke, Director of Government Affairs for KMC Telecom, dated October 24, 2002, at page 1; *emphasis in original*; (hereinafter the "CenturyTel/KMC Agreement"))

THE INTERCONNECTION AGREEMENT

22. Complainant KMC Telecom had an interconnection agreement covering the service territory at issue with Verizon, from whom Respondent conditionally acquired the territory in August 2002. The interconnection agreement between Complainant KMC Telecom

and Verizon was based on the terms of the U.S. Dial Tone L.P./Verizon agreement, that had been adopted by Complainant KMC Telecom in 2001 (the "Interconnection Agreement").

23. Complainant KMC Telecom and Verizon continued to operate pursuant to the terms of the Interconnection Agreement right up until the time that Respondent conditionally acquired the service territory from Verizon. In fact, the interconnection arrangements that were established with Verizon pursuant to the Interconnection Agreement remain in place today.

24. Following the Commission's conditional approval of the Verizon-to-CenturyTel transaction, and the closing of that deal, Complainant KMC Telecom and Respondent executed an agreement to honor the terms of the pre-existing Interconnection Agreement until August 31, 2003. This agreement was memorialized in the CenturyTel/KMC Agreement, which specifically references the U.S. Dial Tone L.P./Verizon agreement adopted by Complainant KMC Telecom in 2001, and states that "CenturyTel will agree to honor . . . the terms, conditions, and rates of KMC's Agreement with Verizon until August 31, 2003." A copy of the CenturyTel/KMC Agreement has been attached hereto as Exhibit 1.

25. The Interconnection Agreement in effect between Complainant KMC Telecom and Respondent requires Respondent to interconnect with Complainant KMC Telecom. The Interconnection Agreement states, for example, that "the parties shall reciprocally terminate Local, IntraLATA Toll, optional EAS and jointly provided IXC traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks." (Interconnection Agreement, Article V, Section 3.1)

26. The Interconnection Agreement further provides, for example, that “the Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, 911 routing switches, and directory assistance/operator service switches.” (Interconnection Agreement, Article V, Section 4.3.1)

27. Thus, the Interconnection Agreement requires Respondent to provide interconnection as requested by Complainant KMC Telecom.

RESPONDENT’S FAILURE TO INTERCONNECT

28. Complainant KMC Telecom has requested the establishment of a point of interconnection with Respondent at the CenturyTel tandem that serves the Mt. Vernon end office of CenturyTel’s affiliate, Spectra Communications. Most recently, this request was made in a network implementation meeting involving Complainant KMC Telecom, Respondent and Spectra Communications on April 8, 2003.

29. The point of interconnection requested by Complainant KMC Telecom is needed to permit Complainant and Respondent to exchange traffic originating from and terminating to each carriers’ customers.

30. Respondent has unreasonably refused to permit Complainant KMC Telecom to establish the requested interconnection for the exchange of traffic.

KMC’S INABILITY TO PROVIDE SERVICE TO ITS CUSTOMERS

31. As a result of Respondent’s actions as described in this Complaint, Complainant KMC Telecom has been prevented from providing service to its customers.

32. Complainant KMC Telecom has signed contracts with customers to provide them with telecommunications services in the service territory. In order to provide such service, Complainant KMC Telecom must establish interconnection with Respondent of the nature rightfully requested.

33. In accordance with Complainant KMC Telecom's contractual obligations to its customers, it may be liable to its customers for ongoing damages until Complainant KMC Telecom is able to interconnect with Respondent and provide service to its customers.

34. Respondent has committed to "cooperate with CLECs to ensure continuity of service for all CLEC customers." (Stipulation at page 5)

35. Respondent also has a commitment to "honor . . . the terms, conditions, and rates of KMC's Agreement with Verizon until August 31, 2003." (CenturyTel/KMC Agreement, Exhibit 1 hereto, at page 1)

* * *

COUNT I

36. For Count I, Complainant KMC Telecom incorporates by reference all of the allegations of paragraphs 1 through 35 of this complaint.

37. Respondent has failed to act in accordance with or otherwise abide by the terms of the Interconnection Agreement.

38. Respondent has failed to act in accordance with, abide by, or otherwise honor the terms of the CenturyTel/KMC Agreement.

WHEREFORE, Complainant KMC Telecom requests that the Commission conduct, to the extent it deems necessary, a hearing on the allegations of the Complaint, and that it enter a judgment in its favor and against Respondent as follows:

That the Commission declare that CenturyTel has had and continues to have an obligation to act in accordance with or otherwise abide by the terms of the Interconnection Agreement;

That the Commission declare that CenturyTel has had and continues to have an obligation to act in accordance with, abide by, or otherwise honor the terms of the CenturyTel/KMC Agreement;

That CenturyTel has failed to act in accordance with or otherwise abide by the terms of the Interconnection Agreement;

That CenturyTel has failed to act in accordance with, abide by, or otherwise honor the terms of the CenturyTel/KMC Agreement;

That the Commission order CenturyTel to immediately comply with the requirements of the Interconnection Agreement by interconnecting with KMC Telecom at the CenturyTel tandem that serves the Mt. Vernon end office of Spectra Communications;

That the Commission order CenturyTel to immediately comply with the requirements of the CenturyTel/KMC Agreement by interconnecting with KMC Telecom at the CenturyTel tandem that serves the Mt. Vernon end office of Spectra Communications,

That CenturyTel shall be liable to Complainant KMC Telecom, pursuant to Section 392.470.1 RSMo, for just and reasonable compensation, and

That the Commission grant such further and additional relief as is equitable and just.

COUNT II

39. For Count II, Complainant KMC Telecom incorporates by reference all of the allegations of paragraphs 1 through 38 of this complaint.

40. Respondent has violated the terms of the Commission's Report and Order, by failing to comply with the terms of the Report and Order.

41. Respondent has violated the terms of the Commission's Report and Order, in failing to abide by the terms of the Stipulation.

42. Respondent has violated the terms of the Commission's Report and Order, by failing to act in accordance with the terms of the Interconnection Agreement.

43. Respondent has violated the terms of the Commission's Report and Order, by failing to cooperate with Complainant KMC Telecom to ensure continuity of service for all of Complainant's customers.

44. Respondent has violated the terms of the Commission's Report and Order, by failing to provide local interconnection services pursuant to the interconnection agreement between Verizon and AT&T Communications of the Southwest, Inc., for one year after the closing of the purchase of the properties from Verizon.

WHEREFORE, Complainant KMC Telecom requests that the Commission conduct, to the extent it deems necessary, a hearing on the allegations of the Complaint, and that it enter a judgment in its favor and against Respondent as follows:

That the Commission declare that CenturyTel has had and continues to have an obligation to comply with the terms of the Commission's Report and Order;

That the Commission declare that CenturyTel has had and continues to have an obligation, pursuant to the Commission's Report and Order, to abide by the terms of the Stipulation;

That the Commission declare that CenturyTel has had and continues to have an obligation, pursuant to the Commission's Report and Order, to act in accordance with the terms of the Interconnection Agreement;

That CenturyTel has failed to abide by the terms of the Stipulation;

That CenturyTel has failed to honor the terms of the Interconnection Agreement;

That CenturyTel's actions violate the Commission's Report and Order;

That the Commission order CenturyTel to immediately comply with the requirements of the Report and Order by interconnecting with KMC Telecom at the CenturyTel tandem that serves the Mt. Vernon end office of Spectra Communications;

That CenturyTel shall be liable to Complainant KMC Telecom, pursuant to

Section 392.470.1 RSMo, for just and reasonable compensation, and

That the Commission grant such further and additional relief as is equitable and just.

COUNT III

45. For Count III, Complainant KMC Telecom incorporates by reference the allegations of paragraphs 1 through 44 of this complaint.

WHEREFORE, Complainant KMC Telecom requests that the Commission conduct, to the extent it deems necessary, a hearing on the allegations of the Complaint, and that it enter a judgment in its favor and against Respondent as follows:

That the Commission declare that CenturyTel has had and continues to have an obligation to comply with the terms of the Commission's Report and Order;

That the Commission declare that CenturyTel has had and continues to have an obligation, pursuant to the Commission's Report and Order, to abide by the terms of the Stipulation;

That the Commission declare that CenturyTel has had and continues to have an obligation, pursuant to the Commission's Report and Order, to act in accordance with the terms of the Interconnection Agreement;

That CenturyTel has failed to abide by the terms of the Stipulation;

That CenturyTel has failed to honor the terms of the Interconnection Agreement;

That CenturyTel's actions violate the Commission's Report and Order;

That the Commission determine that CenturyTel's acquisition of the franchise, facilities and/or systems from Verizon violates Section 392.300 RSMo since such acquisition was not carried out in accordance with the terms of the Stipulation that were made a part of the Report and Order authorizing same;

That the Commission determine that CenturyTel's acquisition of the franchise, facilities and/or systems from Verizon violates Section 392.300 RSMo since such acquisition was not carried out in accordance with the Report and Order of the Commission authorizing same;

That the Commission determine, pursuant to Section 392.300.1 RSMo, that CenturyTel's acquisition of the franchise, facilities and/or systems from Verizon

shall be void, and

That the Commission grant such further and additional relief as is equitable and just.

COUNT IV

46. For Count IV, Complainant KMC Telecom incorporates by reference the allegations of paragraphs 1 through 55 of this complaint.

WHEREFORE, Complainant KMC Telecom requests that the Commission conduct, to the extent it deems necessary, a hearing on the allegations of the Complaint, and that it enter a judgment in its favor and against Respondent as follows:

That the Commission declare that CenturyTel has had and continues to have an obligation to comply with the terms of the Commission's Report and Order;

That the Commission declare that CenturyTel has had and continues to have an obligation, pursuant to the Commission's Report and Order, to abide by the terms of the Stipulation;

That the Commission declare that CenturyTel has had and continues to have an obligation, pursuant to the Commission's Report and Order, to act in accordance with the terms of the Interconnection Agreement;

That CenturyTel has failed to abide by the terms of the Stipulation;

That CenturyTel has failed to honor the terms of the Interconnection Agreement;

That CenturyTel's actions violate the Commission's Report and Order;

That CenturyTel's actions violate, disobey, fail to observe and otherwise fail to comply with the Commission's Report and Order;

That the actions of the officers, agents and/or employees of CenturyTel violate, are in disobedience of, fail to observe and/or otherwise fail to comply with the Commission's Report and Order;

That the Commission determine that CenturyTel and its officers, agents and/or employees have failed to obey, observe and/or comply with an order, direction or requirement made by the Commission under authority of chapter 392 RSMo, in violation of Section 392.360 RSMo;

That CenturyTel shall be liable for penalties pursuant to Section 392.360 RSMo,

That every violation of the Report and Order, or of any direction or requirement of the Commission, shall be a separate and distinct offense;

That every violation of the Report and Order, or of any direction or requirement of the Commission, be determined to be continuing violation and every day's continuance thereof be and be deemed to be a separate and distinct offense;

That every violation of Section 392.300, 392.470, and/or of any other provision of Sections 392.190 to 392.530 be a separate and distinct offense;

That every violation of Section 392.300, 392.470, and/or of any other provision of Sections 392.190 to 392.530 be determined to be continuing violation and every day's continuance thereof be deemed to be a separate and distinct offense;

That Respondent CenturyTel shall forfeit to the State of Missouri the sum of five thousand dollars for each and every offense,

That CenturyTel shall be liable to Complainant KMC Telecom, pursuant to Section 392.470.1 RSMo, for just and reasonable compensation, and

That the Commission grant such further and additional relief as is equitable and just.

COUNT V

47. For Count V, Complainant KMC Telecom incorporates by reference the allegations of paragraphs 1 through 56 of this complaint.

48. Respondent's authority to provide basic local exchange telecommunications services in Missouri was granted by the Commission subject to Respondent CenturyTel's compliance with the Report and Order.

49. Respondent's authority to provide intrastate interexchange telecommunications services in Missouri was granted by the Commission subject to Respondent CenturyTel's compliance with the Report and Order.

WHEREFORE, Complainant KMC Telecom requests that the Commission conduct, to the extent it deems necessary, a hearing on the allegations of the Complaint, and that it enter a

judgment in its favor and against Respondent as follows:

That the Commission declare that CenturyTel has had and continues to have an obligation to comply with the terms of the Commission's Report and Order

That the Commission declare that CenturyTel has had and continues to have an obligation, pursuant to the Commission's Report and Order, to abide by the terms of the Stipulation

That the Commission declare that CenturyTel has had and continues to have an obligation, pursuant to the Commission's Report and Order, to act in accordance with the terms of the Interconnection Agreement;

That CenturyTel has failed to abide by the terms of the Stipulation;

That CenturyTel has failed to honor the terms of the Interconnection Agreement;

That CenturyTel's actions violate the conditions upon which the Commission granted CenturyTel authority to provide basic local exchange telecommunications services in Missouri;

That the Commission determine that CenturyTel's authority to provide basic local exchange telecommunications services in Missouri is void;

That CenturyTel's actions violate the conditions upon which the Commission granted CenturyTel authority to provide intrastate interexchange telecommunications services in Missouri;

That the Commission determine that CenturyTel's authority to provide intrastate interexchange telecommunications services in Missouri is void;

That CenturyTel shall be liable to Complainant KMC Telecom, pursuant to Section 392.470.1 RSMo, for just and reasonable compensation as a result of its provision of intrastate telecommunications services in Missouri without Commission authorization, and

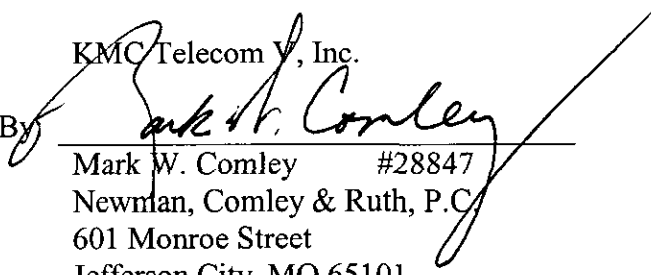
That the Commission grant such further and additional relief as is equitable and just.

Dated: April 25, 2003

Respectfully submitted,

KMC Telecom V, Inc.

By


Mark W. Comley #28847

Newman, Comley & Ruth, P.C.

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Fax: (678) 985-6213

skassm@kmctelecom.com

* Not admitted to practice in the State of Missouri

Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or hand delivered, to Office of Public Counsel, P.O. Box 7800, Jefferson City, MO 65102, and General Counsel's Office, P.O. Box 360, Jefferson City, MO 65102, on this 25th day of April, 2003.

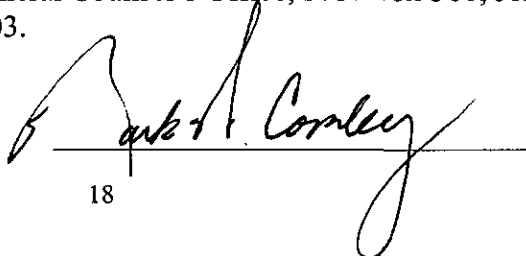


EXHIBIT 1

KMC/CENTURYTEL AGREEMENT



VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

October 24, 2002

Mr. Michael P. Duke
Interconnection Contract Management
KMC Telecom
1755 North Brown Road
Lawrenceville, GA 30043

RE: KMC Telecom V, Inc.'s ("KMC") adoption of the terms of the Interconnection Agreement between GTE Midwest Incorporated, d/b/a Verizon Midwest ("Verizon") and U.S. Dial Tone, L.P. in the state of Missouri

Dear Mr. Duke:

As has been previously advised, CenturyTel of Missouri, LLC ("CenturyTel"), recently purchased Verizon's telephone operations and related assets (the "Transaction") in the state of Missouri. The date of close of the Transaction was August 31, 2002.

This correspondence shall serve to memorialize our understanding concerning the status of KMC's adoption of the terms of the Interconnection Agreement between U.S. Dial Tone, L.P. and Verizon for the state of Missouri (the "Agreement"). In light of the Transaction, KMC's existing Agreement will need to be replaced by a contract with CenturyTel. In the interim, *per the stipulation of the Missouri Public Service Commission*, CenturyTel will agree to honor, **to the extent technically feasible**, the terms, conditions, and rates of KMC's Agreement with Verizon **until August 31, 2003**. By agreeing to this arrangement, CenturyTel expressly represents that it does not necessarily agree with the appropriateness of the terms, conditions, and rates contained in the Agreement or that said rates accurately reflect the costs, etc., of the services covered in the Agreement.

Please note that, with regard to the services covered in the Agreement, on or before August 31, 2003, KMC will need to negotiate a contract with CenturyTel covering these services, and said contract will need to be approved by the Missouri Public Service Commission. Otherwise, no arrangement for these services will exist between CenturyTel and KMC after August 31, 2003.

Mr. Michael P. Duke
KMC Telecom V, Inc.
October 24, 2002
Page 2

If I have correctly expressed the understanding between CenturyTel and KMC, please sign an original copy of this letter and return it to my attention.

CenturyTel looks forward to working with your company. Thank you for your attention to this matter, and with kindest regards, I am

Sincerely yours,



Jackie Phillips
Manager - Carrier Relations

AGREED:

KMC Telecom V, Inc.

By: Michael P. Duke *Michael P. Duke*

Name: Michael P. Duke

Title: Director, Government Affairs

Date: October 24, 2002