

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

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	<u>Case No. TC-2008-0225</u>
)	
CenturyTel of Missouri, LLC, and)	
Spectra Communications Group, LLC,)	
d/b/a CenturyTel,)	
)	
Respondents.)	

**JOINT MOTION TO DISMISS, ANSWER,
AFFIRMATIVE DEFENSES AND COUNTERCLAIM**

COME NOW CenturyTel of Missouri, LLC ("CenturyTel") and Spectra Communications Group, LLC, d/b/a CenturyTel ("Spectra") (collectively "Respondents"), pursuant to Missouri Public Service Commission ("Commission") Rule 4 CSR 240-2.070(8) and the Commission's *Order Directing CenturyTel To File Its Answer* entered in this matter on September 2, 2008, and respectfully submit their Joint Motion to Dismiss, Answer, Affirmative Defenses and Counterclaim to the Complaint filed by Socket Telecom, LLC ("Socket").

INTRODUCTION

As specifically acknowledged in its Complaint, Socket had established a large number of interconnection facilities in both CenturyTel and Spectra exchanges prior to the October 13, 2006 effective date of the Interconnection Agreements ("ICAs") at issue in this complaint. Article V., Section 4 of the ICAs specifically governs how and when additional Points of Interconnection ("POIs") are to be added or existing POIs

decommissioned. This Commission created traffic thresholds in Article V., Section 4 as a method of equitably allocating the costs of interconnection between the parties.

CenturyTel and Spectra have disputed the following methods by which Socket has tried to circumvent the terms of the ICAs: (1) attempting to unilaterally disconnect existing POIs without following the decommissioning process identified in the ICAs; (2) requesting to disconnect direct interconnection facilities where Socket's traffic already exceeded the established thresholds; (3) asserting a right to indirectly interconnect even when traffic volumes are high and, even where a direct interconnection and local POI already exists; and (4) refusing to establish additional POIs where traffic exceeds the applicable thresholds. Where Socket's traffic was below the established thresholds, CenturyTel and Spectra have not billed Socket for those exchanges that had direct interconnection facilities. Where Socket's traffic was above the established thresholds, CenturyTel and Spectra have appropriately billed Socket for interconnection facilities; however, Socket has never paid any of the invoices sent since October 2006. As will be fully addressed herein, Respondents positions in this matter are in compliance with the parties' ICAs and the Telecommunications Act of 1996 (the "Act"). Accordingly, the Commission should dismiss Socket's complaint and grant Respondents the relief requested in their Counterclaim.

MOTION TO DISMISS

Pursuant to Commission Rule 4 CSR 240-2.070(6), Respondents hereby move that the Commission dismiss the above-captioned matter for failure to state a claim upon which relief may be granted. In support of their motion, Respondents respectfully state as follows:

1. Respondents incorporate by reference the statements and allegations contained in the Introduction, *supra*.

2. Socket's actions in attempting to remove existing POIs and replacing them with indirect connections regardless of traffic levels are in direct contravention of Article V., Section 4 of the parties' ICAs.

3. Socket's proposed use of indirect interconnection is designed to evade the requirements established by the Commission in Section 4 of Article V. of the ICAs, and its proposal would result in a violation of a fundamental requirement of the Federal Telecommunications Act. Section 47 U.S.C. 251(c)(2)(B) provides that Socket's interconnection with Spectra must be at a technically feasible point within Spectra's network. If Socket were allowed to remove all existing direct connections to Spectra and rely entirely upon indirect connects there would be no connection within Spectra's network. The complaint should be dismissed.

ANSWER

For their Answer, Respondents state:

Except as specifically admitted herein, Respondents deny each and every allegation, averment and statement in the Complaint. Respondents deny all allegations contained in the introductory paragraph contained at page 1 of the Complaint, specifically denying that they have refused to interconnect with Socket in compliance with applicable statutes and rules and the ICAs in effect between the parties, and further denying that they have rendered improper billing to Socket for interconnection facilities.

1. Respondents admit the allegations in Paragraph 1 of the Complaint.

2. Paragraph 2 does not require affirmative response by Respondents.

3. Respondents admit the allegations of Paragraph 3 of the Complaint with the exception that CenturyTel of Missouri, LLC has no d/b/a, and Respondents deny the assertion that CenturyTel is a non-competitive local exchange carrier. CenturyTel notes that its services have been declared competitive in numerous exchanges pursuant to Section 392.245 RSMo.

4. Respondents admit the allegations of Paragraph 4 of the Complaint with the exception of the assertion that Spectra is a non-competitive local exchange carrier. Spectra notes that its services have been declared competitive in numerous exchanges pursuant to Section 392.245 RSMo.

5. Respondents admit that the Commission has general jurisdiction over both Socket and Respondents as telecommunications companies as provided by law, and that the Commission has jurisdiction over this controversy pursuant to its grant of authority under § 252(e)(1) of the Act, said grant of authority including the power to interpret and enforce approved interconnection agreements. Respondents deny the remaining allegations of Paragraph 5.

6. Respondents admit that Article III, Section 18 of the parties' ICAs governs dispute resolution. Respondents deny the remaining allegations of Paragraph 6. Further answering, Respondents state that Article III, Section 18.4 Expedited Resolution Procedures only apply if the dispute materially affects or threatens to materially affect service to either Party's end-user customers or the ability of one Party to provide service to an end-user customer. Because there are already direct connections in place and the parties are currently exchanging traffic, such conditions do not exist and, thus, the expedited resolution procedures do not apply.

7. Respondents admit that Socket and CenturyTel 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. Respondents further admit that prior to the effective date of that ICA, Socket and CenturyTel 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. Respondents further admit that Socket and CenturyTel entered into an Amendment To Interconnection Agreement dated October 17, 2005, that was approved by the Commission's *Order Approving Interconnection Agreements and Closing Case* in Case No. TK-2006- 0175, dated November 30, 2005. Further answering, Respondents state that said amendment to the interconnection agreement added language that identified when Socket was required to establish additional POIs in CenturyTel's exchanges, and that POIs were established in accordance with said amendment. Respondents deny the remaining allegations of Paragraph 7.

8. Respondents admit that Socket and Spectra 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. Respondents further admit that from October 17, 2005 to the effective date of that ICA, Socket and Spectra operated under an Interim Arrangement dated October 17, 2005, that was approved by the Commission's *Order Approving Interconnection Agreements and Closing Case* in Case No. TK-2006-0175, dated November 30, 2005.¹ Further answering, Respondents state that said Interim Arrangement included language that identified when Socket was required to establish

¹ In its *Order Approving Interconnection Agreements and Closing Case*, the Commission noted: "The Commission concludes that an interim arrangement is legally indistinguishable from other interconnection agreements and is thus subject in all respects to the requirements of the Act." *Order*, page 2.

POIs in Spectra exchanges, and that POIs were established in accordance with said Interim Arrangement. Respondents specifically deny the allegation that "Before the October 17, 2005 effective date of the Interim Agreement [sic], Socket and Spectra operated under the AT&T/GTE agreement coincident with Socket's operations with CenturyTel of Missouri, LLC." As Socket is fully aware, such a claim coupled with its attempt to adopt the AT&T/GTE agreement for purposes of interconnection with Spectra was absolutely rejected by this Commission in its *Report and Order* in Case No. CO-2005-0066, dated December 14, 2004. Respondents deny the remaining allegations of Paragraph 8 of the Complaint.

9. Respondents admit that on October 13, 2006, when the new ICAs took effect, Socket had established a large number of interconnection facilities in both CenturyTel and Spectra exchanges, and that Socket was exchanging traffic with them over such facilities. Respondents deny the remaining allegations of Paragraph 9. Further answering, Respondents state that the Interim Arrangement between Socket and Spectra, as well as the Amendment to the ICA between Socket and CenturyTel, were not set up to provide for temporary interconnection facilities until such time as the parties could establish, by agreement or through arbitration, approved interconnection agreements. Nothing in either of the referenced documents stated that the facilities ordered under those agreements were temporary.

10. Respondents admit that as of October 13, 2006, Socket was entitled to interconnect and exchange traffic with Respondents pursuant to the new terms and conditions of the relevant interconnection agreement including with regard to ordering new facilities and disconnecting existing facilities that were ordered and established

under the Spectra Interim Arrangement and the previous CenturyTel ICA, as well as disconnecting those facilities ordered prospectively under the respective new agreements.

Respondents deny the remaining allegations of Paragraph 10.

11. Respondents admit that the parties did have an implementation meeting on or about October 16, 2006. Further answering, Respondents state that during the course of the meeting on October 16, Respondents informed Socket that the existing Spectra interconnection facilities would be billed out of the access tariff. Respondents put billing in place to affect this. Respondents deny the remaining allegations of Paragraph 11.

12. Respondents admit that the parties did have a meeting on November 17, 2006, in which Socket informed Respondents that it wanted all of its direct interconnection arrangements with Spectra to be transitioned to indirect interconnections. In this meeting, Socket also informed Respondents that it would never establish POIs in Spectra exchanges, regardless of the level of traffic occurring, based on Socket's interpretation of the interconnection agreement. Socket did supply forecasts for the Spectra exchanges of Canton, Licking, Monroe City, Palmyra, Van Buren, Potosi, Ironton, Ellsinore, Eldorado Springs and Sarcoxie, and the CenturyTel exchange of West Plains. Based on the forecasts provided by Socket, it was clear that the thresholds established in the interconnection agreements would be exceeded. Respondents deny all remaining allegations of Paragraph 12.

13. Respondents admit that Socket and Respondents' representatives met on December 4, 2006 to discuss Socket's plans. Further answering, Respondent Spectra did indicate that it disagreed with Socket's interpretation of the interconnection agreement; and did indicate that Spectra would not transition the facilities ordered before and during

the tenure of the Interim Arrangement to indirect interconnections where Socket's traffic already exceeded the established thresholds. In the one exchange where Socket's traffic was initially below the established thresholds, Spectra did not bill Socket for the direct interconnection facilities in place.

Further answering, Respondent CenturyTel did indicate that CenturyTel disagreed with Socket's interpretation of the interconnection agreement; and did indicate that CenturyTel would not transition the facilities ordered before and during the tenure of the prior ICA with CenturyTel to indirect interconnections where Socket's traffic already exceeded the established thresholds. In the exchanges where Socket's traffic was initially below the established thresholds, CenturyTel did not bill Socket for the direct interconnection facilities in place.

Respondents disagree that the new interconnection agreements establish a "regime" that allows Socket to initially directly interconnect at a single POI per LATA. Socket cannot disconnect everything that was ordered and in place under the prior agreements and only then start following the provisions of the new interconnection agreements; especially in instances where Socket's traffic already exceeds the established thresholds in said agreements. If Socket's peculiar logic was accurate, Socket would have had to disconnect every service, element, and interconnection previously in place with Respondents, which would include Socket's Unbundled Network Elements, collocations, etc., and start over with new orders for everything. Conveniently, Socket is only applying its creative logic to those facilities where they were directly interconnected with Respondents and where they would prefer indirect interconnection as a means of avoiding the legitimate costs of doing business in these exchanges.

Respondents deny the remaining allegations in Paragraph 13 of the Complaint.

14. Respondents admit the allegations of Paragraph 14.

15. Respondent Spectra admits that it provided Socket with a written response denying Socket's request to transition existing direct interconnection facilities to indirect interconnections where Socket's traffic already exceeded the established thresholds. As previously stated, neither CenturyTel nor Spectra has billed Socket for interconnection where Socket was below the threshold. Respondent Spectra provided its written summary of its position with regard to the dispute in correspondence to Socket dated December 6, 2006, and that correspondence will speak for itself. Respondents deny all other allegations in Paragraph 15 of the Complaint.

16. Respondents deny the allegations in Paragraph 16 of the Complaint.

17. Respondents admit the allegations in Paragraph 17 of the Complaint.

18. Respondents deny the allegations in Paragraph 18 of the Complaint.

Further answering, Respondent CenturyTel did properly issue Socket an invoice for the period of October 2006 to the date of the invoice. CenturyTel asserts that it had a legal right to require direct interconnection facilities where Socket's traffic already exceeded the established thresholds. Socket has never paid any invoices sent since October, 2006 for these facilities.

Further, CenturyTel did not bill Socket for those exchanges that had direct interconnection facilities, but where Socket's traffic was below the established thresholds. CenturyTel did not bill Socket in St. Peters, O'Fallon, Hermann and Troy where Socket's traffic was under the threshold. In some exchanges behind Troy, Socket

is now over the threshold, but CenturyTel has not implemented billing because of the pending dispute.

Further answering, Respondent Spectra did issue Socket an invoice for the period of October 2006 to the date of the invoice. Spectra emphatically denies that the invoice was either "improper" or "retroactive". Spectra asserts that it had a legal right to refuse to disconnect direct interconnection facilities where Socket's traffic already exceeded the established thresholds. Socket has never paid any invoices sent since October, 2006 for these facilities.

Further answering, Spectra did not bill Socket for those exchanges that had direct interconnection facilities, but where Socket's traffic was below the established thresholds. Further, Spectra admits that the rates charged for these direct interconnection facilities in the exchanges where Socket's traffic exceeded the established thresholds were higher than the rates charged under the Interim Arrangement, but that is because the new interconnection agreement between Spectra and Socket allowed Spectra to bill Socket out of the access tariff, which rates were higher than those set in the Interim Arrangement. It should also be noted that the threshold requirements in the Interim Arrangement were much lower than the new interconnection agreement.

Respondent Spectra did not bill Socket in Licking where Socket's traffic was under the threshold. In Licking, Socket's traffic is now over the threshold, but Spectra has not implemented billing because of the pending dispute.

Further answering, Respondents state that a Socket representative did ask Respondents what would happen if Socket disconnected the existing direct interconnection facilities on Socket's end. Respondents answered that the calls would

fail because the direct interconnection facilities would look like they were still open on Respondents' end of the network. Respondents repeatedly informed Socket that it would be required to follow the decommissioning provisions in the interconnection agreements.

19. Respondents deny the allegations of Paragraph 19 of the Complaint. Further answering, Respondent Spectra clearly disagreed with Socket's assertions as noted in its August 14, 2007 correspondence to Mr. R. Matt Kohly.

20. Respondents deny the allegations in Paragraph 20 of the Complaint. Further answering, Socket's letter does not state that it will establish POIs based upon traffic volumes. Rather, the letter states that Socket is willing to establish direct trunks from particular exchanges to the POI in Wentzville when traffic volumes exceed a DS1, with each party remaining financially responsible for facilities on its side of the POI. In this scenario, Respondent, CenturyTel would remain financially responsible for the direct trunks to the Wentzville POI even when traffic thresholds indicate that a new POI should be established in a particular exchange.

Further answering, Respondent CenturyTel clearly disagreed with Socket's assertions as noted in its August 14, 2007 correspondence to Mr. R. Matt Kohly.

Further, Respondents continue to be puzzled by Socket's desire to decommission direct interconnection facilities in exchanges where traffic was and continues to be under the established POI threshold. Respondents have not billed Socket for these facilities and currently have no intention to do so until the traffic volumes exceed the established thresholds. In Case No. TC-2007-0341, William Voight, who testified on behalf of Commission Staff, stated that it would be more efficient to leave the direct

interconnection facilities in place, especially if Respondents were not charging Socket for such facilities.

21. Respondents admit that on or about August 13, 2007, Socket did request a written response to its June 11 and June 14, 2007 letters, and that on August 14, 2007,

Respondents answered in separate letters, with the following:

"Spectra is in receipt of your letter dated June 11, 2007 in which Socket Telecom, LLC ("Socket") disputes Spectra's position that Socket has existing Points of Interconnection (POI) with Spectra in the exchanges of Canton, Van Buren, Palmyra, Monroe City and Licking. Spectra herein notifies Socket that it disputes Socket's position, and denies their request to decommission these POI's. The referenced POIs were established and traffic is routing exactly as specified on Socket's ASR's. Traffic over these facilities continues to exceed the required thresholds, therefore, indicating the continued need for these POIs. Spectra will exercise the dispute resolution process as provided in Article V, Section 4.3.5 and Article III, Section 18.4 of the ICA."

"CenturyTel is in receipt of your letter dated June 14, 2007 in which Socket Telecom, LLC ("Socket") disputes CenturyTel's position that Socket has existing Points of Interconnection (POI) with CenturyTel in the exchanges of O'Fallon, St. James, St. Peters, Troy and Warrenton. CenturyTel herein notifies Socket that it disputes Socket's position, and denies their request to decommission these POI's. The referenced POIs were established and traffic is routing exactly as specified on Socket's ASR's. Traffic over these facilities continues to exceed the required thresholds, therefore, indicating the continued need for these POIs. CenturyTel will exercise the dispute resolution process as provided in Article V, Section 4.3.5 and Article III, Section 18.4 of the ICA."

Further answering, Respondents did not provide traffic studies or data with these letters.

Respondents deny all other allegations contained in Paragraph 21 of the Complaint.

22. Respondents admit the allegations in Paragraph 22 of the Complaint.

23. Respondents admit that in September 2007, Socket advised Respondents that it was planning on directly connecting with Spectra in the Springfield LATA, and that it was looking at making similar interconnects in LATA 524 and 521. Respondents

deny the remaining allegations in Paragraph 23 of the Complaint. Further answering, Respondents continue to disagree with Socket's characterization that Socket may begin with only one POI in each LATA and only after that does Socket have to install additional POIs when established traffic thresholds are exceeded as the "general architecture" of the interconnection agreements. Respondents assert that Socket must leave in place or otherwise establish POIs in any exchange where Socket's traffic exceeds the established thresholds.

24. Respondents admit that after the settlement discussions ended without a resolution, Respondents did schedule a meeting with Socket to discuss network architecture. The main issue discussed in the meeting was Socket's proposal to establish a POI in the Houston exchange, which would be its single POI in LATA 522 for all Spectra traffic. Respondents did tell Socket this was not "technically feasible". Following this meeting, Respondents' provided a written explanation for why a single POI in LATA 522 was not technically feasible for the purpose of exchanging all traffic between Socket and Spectra.

Further answering, Respondents have since provided Socket with traffic studies for all existing POIs; nevertheless, Socket has continually disputed Respondents' traffic study methodology as inappropriate, even though Respondents follow the industry standard for determining the traffic volumes on its network at an accepted telecommunications grade of service level as required by the ICAs.

Finally, Respondents did inform Socket during the December 2007 conference call that there were at least two exchanges where Socket's traffic was below the established threshold. Respondents told Socket that it could decommission the direct

interconnection facilities in these exchanges if they desired; however, as previously explained, Respondents were not sure why Socket would want to disconnect these facilities since Respondents were not and are not billing in those exchanges where Socket's traffic was and is under the threshold. It should be noted that Socket has never followed the decommissioning procedures established in the ICAs to decommission the facilities in these two exchanges.

Respondents deny all other allegations in Paragraph 24 of the Complaint.

25. Respondents deny the allegations in Paragraph 25 of the Complaint. Further answering, Respondents believe that the pre-existing direct interconnection facilities are points of interconnection and emphatically deny that this belief is "erroneous". Respondents further deny that Respondents improperly billed Socket. As previously stated, Respondents assert that they have not billed Socket for direct interconnection facilities in exchanges where the traffic volumes do not exceed established thresholds. While Respondents have informed Socket that it could decommission these direct interconnection facilities in exchanges where the traffic volumes do not exceed established thresholds, Socket has not submitted ASR requests to decommission the specified facilities.

26. Respondents deny the allegations contained in Paragraph 26 of the Complaint.

27. Respondents deny the allegations contained in Paragraph 27 of the Complaint. Further answering, Respondents informed Socket months ago that Respondents could, and that Socket should, convert these interconnection facilities to two-way trunks. The only reason they continue to be one-way trunks is that Socket

originally ordered them as one-way... Socket has never placed an order with Respondents to convert these one-way interconnection facilities to two-way trunks. Respondents would note, however, that its traffic studies are based on two-way traffic.

28. Respondents deny the allegations contained in Paragraph 28 of the Complaint.

29. Respondents admit that the parties have not been able to resolve this dispute.

30. Respondents deny that Socket is entitled to any of the relief requested in its prayer for relief as fully set forth in its Complaint.

AFFIRMATIVE DEFENSES

1. Socket fails to state a claim upon which relief can be granted. Respondents incorporate by reference the statements and allegations contained in their Motion to Dismiss, *supra*.

2. Socket's claims are barred by laches, waiver and estoppel.

3. Socket's claims are barred by state and federal law.

COUNTERCLAIM

For their Counterclaim, CenturyTel and Spectra respectfully state as follows:

1. Socket Telecom, LLC ("Socket"), by bringing the underlying action, has asserted the jurisdiction of this Commission and has subjected itself to the jurisdiction of this Commission for purposes of claims related to the underlying action.

2. Spectra is a Delaware Limited Liability Company authorized to do business in Missouri as evidenced by the certificate of authority issued by the Missouri Secretary of State which was filed in Case No. TM-2000-182 and is incorporated herein

by reference pursuant to Commission Rule 4 CSR 240-2.060(1)(G). Spectra operates in Missouri using the fictitious name of "CenturyTel," pursuant to the registration of fictitious name filed in Case No. TO-2001-437 and incorporated herein by reference. Spectra's principle place of business is 1151 CenturyTel Drive, Wentzville, Missouri 63885.

3. CenturyTel is a Louisiana limited liability company that is duly authorized to do business in the state of Missouri. Copies of CenturyTel's Certificate of Authority to transact business in Missouri from the Missouri Secretary of State were filed in Case No. TM-2002-232, and are incorporated herein by reference pursuant to Commission Rule 4 CSR 240-2.060(1)(G). CenturyTel's principle place of business is 1151 CenturyTel Drive, Wentzville, Missouri 63885.

4. CenturyTel and Spectra are incumbent local exchange telecommunications companies and both entities are a "telecommunications company" and "public utility" as those terms are defined by Section 386.020, RSMo. 2000 and are, therefore, subject to the jurisdiction and regulation of the Commission as provided by law.

5. CenturyTel and Spectra have no pending actions or final, unsatisfied judgments or decisions against them which involve customer service or rates, which action, judgment or decision has occurred within the last three years from the date hereof. CenturyTel and Spectra have no annual reports or assessment fees overdue.

6. Socket is a certificated competitive local exchange company in the State of Missouri that provides services in various parts of Missouri, including in exchanges served by CenturyTel and Spectra.

7. Socket and CenturyTel 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 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. Socket and CenturyTel entered into an Amendment To Interconnection Agreement dated October 17, 2005, that was approved by the Commission's *Order Approving Interconnection Agreements and Closing Case* in Case No. TK-2006- 0175, dated November 30, 2005. The amendment to the interconnection agreement added language that identified when Socket was required to establish additional Points of Interconnection ("POIs") in CenturyTel's exchanges, and POIs were established in accordance with said amendment.

8. Socket and Spectra 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. From October 17, 2005 to the effective date of that ICA, Socket and Spectra operated under an Interim Arrangement dated October 17, 2005, that was approved by the Commission's *Order Approving Interconnection Agreements and Closing Case* in Case No. TK-2006- 0175, dated November 30, 2005.² The Interim Arrangement included language that identified when Socket was required to establish POIs in Spectra exchanges, and POIs were established in accordance with said Interim Arrangement.

² *Id.*

9. On October 13, 2006, when the new ICAs took effect, Socket had established a large number of interconnection facilities in both CenturyTel and Spectra exchanges, and Socket was exchanging traffic with them over such facilities.

10. This Commission created traffic thresholds in Article V., Section 4 of the ICAs as a method of equitably allocating the costs of interconnection between Socket and CenturyTel, and between Socket and Spectra. Article V., Section 4 of the ICAs specifically governs how and when additional POIs are to be added or existing POIs decommissioned.

11. CenturyTel and Spectra are entitled to seek relief on their Counterclaim before the Commission under Article III, Section 18 of the parties' ICAs, which governs dispute resolution.

COUNT I – CLAIMS ON OPEN ACCOUNTS

12. CenturyTel and Spectra restate and incorporate the averments of paragraphs 1 through 11 of their Counterclaim, as if stated herein.

13. In accordance with the parties' ICAs, CenturyTel and Spectra have billed Socket for those respective exchanges that have direct interconnection facilities where Socket's traffic already exceeded the traffic thresholds. Despite demands for payments duly made to Socket, Socket has refused payment and has never paid any invoices sent since October 2006 for the interconnected facilities. The parties have not been able to resolve these disputes pursuant to the ICAs.

14. The amount due and owing for CenturyTel's provision of such facilities is \$50,216.64. CenturyTel is entitled to an Order of the Commission finding in favor of

CenturyTel on its counterclaim against Socket, and further finding that Socket owes CenturyTel the amount of \$50,216.64 for facilities rendered.³

15. The amount due and owing for Spectra's provision of such facilities is \$482,054.41. Spectra is entitled to an Order of the Commission finding in favor of Spectra on its counterclaim against Socket, and further finding that Socket owes Spectra the amount of \$482,054.41 for facilities rendered.⁴

COUNT II – ESTABLISHMENT OF POIs

16. CenturyTel and Spectra restate and incorporate the averments of paragraphs 1 through 11 of their Counterclaim, as if stated herein.

17. In accordance with Article V., Section 4 of the parties' ICAs regarding the establishment of additional POIs, both CenturyTel and Spectra have previously notified Socket that the requisite traffic thresholds have been met in specific exchanges and, as a result, additional POIs should be established in such exchanges within 90 days of notification. However, Socket has refused to establish any new POIs as required by the parties' ICAs.

18. Additionally, while Respondents have provided Socket with traffic studies supporting their positions, Socket has continually disputed Respondents' traffic study methodology as inappropriate, even though Respondents follow the industry standard for determining the traffic volumes on its network at an accepted telecommunications grade of service level as required by the ICAs.

19. The parties have not been able to resolve these disputes pursuant to the ICAs.

³ CenturyTel and Spectra will request leave to update the total amounts actually due and owing prior to judgment in counterclaim being entered herein.

⁴ *Id.*

20. CenturyTel and Spectra request the Commission to direct Socket to establish new POIs consistent with the traffic volume triggers as set forth in Article V, Section 4 of the parties' ICAs, and consistent with industry-accepted standards employed by CenturyTel and Spectra for measuring said traffic volumes as required by the ICAs.

WHEREFORE, having fully answered, Respondents CenturyTel of Missouri, LLC and Spectra Communications Group, LLC d/b/a CenturyTel respectfully request the Commission to enter an Order dismissing the Complaint, or, in the alternative, deny the relief requested by Socket Telecom, LLC; and to grant a decision against Socket in favor of Respondents on their specially pleaded Counterclaim, and for such other and additional relief as may be appropriate.

Respectfully submitted,

FISCHER & DORITY, P.C.

/s/ **Larry W. Dority**

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**ATTORNEYS FOR CENTURYTEL OF
MISSOURI, LLC and SPECTRA
COMMUNICATIONS GROUP, LLC,
d/b/a CENTURYTEL**

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), and counsel for Socket Telecom, LLC (at clumley@lawfirmemail.com; lcurtis@lawfirmemail.com) on this 12th day of September, 2008.

/s/ **Larry W. Dority**

Larry W. Dority