

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

In the Matter of the Adoption of)	
an Interconnection Agreement with)	Cause No. CO-2005-0039
Sprint Missouri, Inc., by Socket)	
Telecom, LLC.)	

**REPLY OF SOCKET TELECOM, LLC TO
STAFF'S RESPONSE TO ORDER DIRECTING FILING**

COMES NOW Socket Telecom, LLC ("Socket"), pursuant to 4 CSR 240-2.080(15) and for its Reply to the Staff Response to Order Directing Filing states to the Commission:

1. Like Sprint, Staff admits that Socket's adoption of the Sprint/Zephion interconnection agreement remains in effect. But Section 4.1.3 of that agreement expressly allows Socket to adopt a successor agreement. And Socket has done exactly that in this case. Socket is not a new carrier, but rather is an existing carrier exercising its contractual rights to adopt a replacement agreement. The FCC expressly authorized such action in the Interim Rule Order. Staff's Response to Order Directing Filing fails to address this scenario. Instead, Staff only addresses the scenario where the CLEC is a new entrant or the scenario where the CLEC is an existing carrier wishing to enter into an interconnection agreement for the first time. Neither of these scenarios is relevant to this proceeding.
2. Additionally, Staff seems to miss the point of the FCC's Interim Rules and the FCC's intent to, "maintain the status quo in certain respects without

expanding unbundling beyond that which was in place on June 15, 2004.”¹

The "certain respects" addressed by the FCC were unbundling obligations related to enterprise loops, dedicated interoffice transport and unbundled local switching.

3. Staff is being simplistic and overly broad in its interpretation of the FCC's rules as they apply to maintaining the status quo as of June 15, 2004. Staff appears to believe the Interim Rules freeze all aspects of any interconnection agreement in place as of June 15, 2004, regardless of whether it would result in an expansion of "frozen" unbundling obligations or not. Such a broad application is not the stated intent of the FCC's Interim Rules. As Socket has stated before, both the Sprint – Level 3 ICA and the Sprint- Zephion ICA have the same unbundling obligations related to the frozen contractual provisions. As both agreements have the same provisions with respect to these obligations, allowing the adoption of the replacement agreement does not change the status quo nor does it result in an expansion of unbundling obligations. Under either agreement, Sprint is required to provide enterprise loops, dedicated inter-office transport and unbundled local switching.
4. There is no basis for Staff's assertion that the FCC has prohibited the adoption of entire agreements. The FCC has no authority to take such action, as such adoption rights are established by statute under 252(i).

¹ FCC's Order and Notice of Proposed Rulemaking in WC Docket No. 04-313, CC Docket No. 01-338, *In the Matter of the Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, released on August 20, 2004 with an effective date of September 13, 2004 ("Interim Rules"), at 22

5. There is no substantive difference between SBC signing off on the ExOp adoption and Sprint failing to make a timely objection to Socket's adoption of the Level 3 ICA. Indeed, Staff declines the opportunity to assert that SBC's signature makes any difference. (Staff Response, n. 6). As indicated in prior pleadings, by its conduct Sprint has recognized the adoption and caused Socket to rely upon that recognition². Such consent is no different than signing off on the adoption ahead of time.
6. Socket filed its adoption on August 4, 2004 under 252(i) and the Commission timely approved it. That should be the end of the matter.

WHEREFORE, Socket continues to request that the Commission deny Sprint's Application and Motion for Rehearing.

Respectfully submitted,

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

/s/ Carl J. Lumley

Carl J. Lumley, #32869
Leland B. Curtis, #20550
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
(314) 725-8788
(314) 725-8789 (FAX)
clumley@lawfirmemail.com
lcurtis@lawfirmemail.com

Attorneys for
Socket Telecom, LLC

² In fact, Sprint continues to operate with Socket under the new adopted Sprint – Level 3 interconnection agreement. For example, Sprint has requested and Socket has provided a \$10,000 irrevocable letter of credit as a condition of ordering interconnection facilities and unbundled network elements. The provisions that allow Sprint to make such a request are contained in the Sprint – Level 3 ICA. The Sprint – Zephion interconnection agreement has no provisions that would allow Sprint to make such a request as a condition of processing Socket's orders.

Certificate of Service

A true and correct copy of the foregoing document was mailed this 27th day of October, 2004, by placing same in the U.S. Mail, postage paid to:

Office of Public Counsel
P.O. Box 2230
Jefferson City, Missouri 65102

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Sprint Missouri, Inc.
Attention: Kenneth Schiffman
General Attorney
6450 Sprint Parkway
MS: KSOPHN0212-2A303
Overland Park, Kansas 66251

/s/ Carl J. Lumley
