

**SPECTRA COMMUNICATIONS
GROUP, LLC, D/B/A CENTURYTEL,**

V.

Respondent.

CASE NO. _____

Complainant Spectra Communications Group, LLC, d/b/a CenturyTel (“Complainant” or “Spectra”), pursuant to Missouri Public Service Commission (“Commission”) Rule 4 CSR 240-2.070 and 47 U.S.C. § 252, files this complaint regarding post-interconnection dispute resolution against Respondent Socket Telecom, LLC (“Socket”), and respectfully shows the Commission the following:

1. Spectra is a Delaware limited liability corporation that is duly authorized to do business in Missouri. Copies of Spectra's Certificate of Authority to transact business in Missouri from the Missouri Secretary of State were filed in Case No. TM-2000-182 and are incorporated herein by reference pursuant to Commission Rule 4 CSR 240-2.060(1)(G). Spectra's principal place of business in Missouri is located at 1151 CenturyTel Drive, Wentzville, Missouri 63385. Spectra is a "telecommunications company" and a "public utility"

as those terms are defined in § 386.020, RSMo 2000, and, thus, is subject to the jurisdiction, supervision and control of this Commission.

2. Spectra is an incumbent local exchange telecommunications carrier in Missouri, as defined by § 251(h) of the Telecommunications Act of 1996 ("the Act"), and is a local exchange carrier subject to the jurisdiction of the Commission. Spectra provides regulated intrastate telecommunications services within its Missouri service area. Spectra is a subsidiary of CenturyTel, Inc.

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

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4. Spectra does not have any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court that involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this filing. No Missouri annual reports or assessment fees are overdue.

5. Socket Telecom, LLC ("Socket") is a Missouri limited liability company, with its principal place of business located at 2703 Clark Avenue, Columbia, Missouri 65202. Socket is

a certificated competitive local exchange carrier in Missouri that provides service in various parts of Missouri, including in Spectra's service territory.

6. Spectra and Socket are parties to an interconnection agreement which was arbitrated before the Commission pursuant to § 252(b)(1) of the Act and the Commission's rules in Case No. TO-2006-0299 (hereinafter, "Interconnection Agreement" or "Agreement"). After the above-referenced arbitration, the Commission issued an order approving the Interconnection Agreement on October 3, 2006, which order became effective on October 13, 2006.

II. JURISDICTION

7. 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. *See* 47 U.S.C. § 252(e)(1). 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 over this controversy pursuant to 4 C.S.R. 240-2.070(3) (governing formal complaints alleging that a party has violated a Commission order or decision).

8. The Commission is the proper forum for this controversy pursuant to Article III, Section 18.3 of the parties' Interconnection Agreement.

III. NATURE OF COMPLAINT

9. Spectra respectfully requests that the Commission enforce the terms of the parties' Interconnection Agreement and issue an Order determining that the Interconnection

Agreement provides for the mutual exchange of Local Traffic¹ (including Section 251(b)(5) Traffic² and ISP Traffic³) at no charge for transport and termination under Section 251(b)(5) of the Act.

IV. FACTS

10. The Interconnection Agreement provides that the parties' will interconnect their respective networks for the mutual exchange of "Local Traffic," as that term is defined by the Agreement. There is no dispute that the parties agreed to exchange "Local Traffic" (which includes Section 251(b)(5) and local ISP Traffic) under the Agreement. In effecting the Commission's ruling that such terms were unnecessary, the Agreement contains no provision for the payment of reciprocal compensation for the exchange of Local Traffic. Indeed, an agreement under which the parties are to exchange Local Traffic at no charge is precisely what the Commission approved in the Final Commission Decision and Order Approving Conforming Interconnection Agreement.

11. Even though the Agreement does not contain provisions permitting the parties to assess charges for reciprocal compensation for the exchange of Local Traffic, on or about September 19, 2007, Socket began submitting invoices to Spectra including charges for

¹ Under the Agreement, "Local Traffic includes all Section 251(b)(5) Traffic that is originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) that: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes." Agreements, Article III, Sec. 1.78.

² With respect to "Section 251(b)(5) Traffic," the Agreements at issue provide that "calls originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) will be classified as 'Section 251(b)(5) Traffic' under this Agreement if the call: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, *e.g.*, Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes." Agreements, Article III, Sec. 1.108.

³ The Agreements define "ISP Traffic" as "traffic to and from an ISP." Agreements, Article III, Sec. 1.57 (included in definition of "Internet Service Provider").

reciprocal compensation for its alleged termination of Spectra-originated Local Traffic. Spectra has not billed Socket one cent for reciprocal compensation.

12. Socket asserts that all of the traffic billed under its invoices constitutes "Local Traffic." Upon information and belief, a substantial amount of the traffic Socket billed Spectra under its invoice(s) constitutes ISP Traffic (Internet traffic) and/or VNXX Traffic for which no compensation may be billed under the Agreement.

13. Pursuant to Article III, Section 18 of the Agreement, Spectra has contacted Socket to engage in dispute resolution negotiations. Accordingly, Complainant has complied with Commission Rule 4 CSR 240-2.070(5)(E). However, the parties agreed that: (i) the issues related to this dispute are substantially identical to those at issue between CenturyTel of Missouri, LLC and Socket in Case No. IC-2008-0068, which was filed on September 5, 2007 (the "companion case"); (ii) each party's position in this dispute is the same as in the companion case; and (iii) the outcome of any dispute resolution negotiations specific to this dispute would be the same as that which preceded the filing of the companion case. Spectra, nevertheless, has filed this Complaint only after the time required by the Agreement for such negotiations has run. Socket continues to assert that it is entitled to reciprocal compensation under the Agreement.

V. RELIEF REQUESTED

14. Pursuant to 4 C.S.R. 240-2.070(3) and the Commission's authority to interpret and enforce interconnection agreements, Spectra seeks a determination and order from this Commission interpreting and enforcing the Interconnection Agreement and the parties' rights and liabilities thereunder pertaining to intercarrier compensation for Local Traffic. There exists a real, substantial, and presently-existing controversy between Spectra and Socket as to whether

their Interconnection Agreement applies charges for reciprocal compensation to the Local Traffic they exchange. Spectra has a legally protectable, pecuniary interest at stake, insofar as Socket continues to assert entitlement to sums for reciprocal compensation. As stated above, this controversy is ripe for adjudication.

15. Specifically, Spectra seeks a determination and order that the Interconnection Agreement at issue applies no charges to the parties' exchange of Local Traffic (including Section 251(b)(5) Traffic and local ISP Traffic), and that Socket is not entitled to receive reciprocal compensation payments from Spectra for terminating Local Traffic, Section 251(b)(5) Traffic or ISP Traffic originated by Spectra's customers.

VI. PRAYER

16. WHEREFORE, based on the foregoing, Spectra respectfully requests that the Commission:

(a) issue an Order determining that the parties' Interconnection Agreement applies no charges to the parties' exchange of Local Traffic (including Section 251(b)(5) Traffic and ISP Traffic);

(b) promptly set a pre-hearing conference for the purpose of establishing a procedural schedule in this case; and

(c) grant such other and further relief to which Spectra is justly entitled.

Respectfully submitted,

FISCHER & DORITY, P.C.

/s/ Larry W. DORITY

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**ATTORNEYS FOR 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), Socket Telecom, LLC (at rmkohly@sockettelecom.com) and counsel for Socket Telecom, LLC (at clumley@lawfirmemail.com; lcurtis@lawfirmemail.com) on this 26th day of October, 2007.

/s/ **Larry W. Dority**

Larry Dority