

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

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	Case No. TC-2006-_____
)	
MCI Communications)	
Services, Inc. d/b/a Verizon)	
Business Services)	
)	
Respondent.)	

**COMPLAINT AND REQUEST FOR IMMEDIATE ORDER
PROHIBITING DISCONNECTION OF CERTAIN NETWORK CIRCUITS**

COMES NOW, Socket Telecom, LLC (Socket), pursuant to Sections 386.040, 386.250(2), 386.310.1, 386.320.1, 386.330, 386.390, 386.400, 392.200.1, 392.240, and 392.400.6 RSMo., and 4 CSR 240-2.070, and for its Complaint and Request for Immediate Order Prohibiting Disconnection of Certain Network Circuits against Verizon Business Services¹ (Verizon) respectfully states as follows:

BACKGROUND AND PARTIES

1. Socket seeks immediate relief from Verizon's threats to discontinue service on certain network circuits currently utilized by Socket. Said circuits are used for the provision of local, intraLATA interexchange and interLATA interexchange services

¹ MCI WorldCom Network Services, Inc. is the party named on the Digital Services Agreement dated January 16, 2001. MCI Worldcom Network Services, Inc. changed its name to MCI Network Services, Inc. (See Case No. TN-2006-0014). In Case No. TO-2006-0140 the Commission approved the transfer of assets from MCI Network Services, Inc. to MCI Communications Services, Inc. The Commission had previously authorized MCI Communications Services, Inc. to use the fictitious name of Verizon Business Services. As such, the regulated entity that is the current party to the Digital Services Agreement is MCI Communications Services, Inc. d/b/a Verizon Business Services.

to Socket customers. Absent the invocation of the Missouri Public Service Commission's (Commission) jurisdiction, Verizon has threatened to discontinue all services provided by Verizon and its affiliates on or about June 17, 2006. Socket has attempted to resolve this matter by directly contacting several individuals at Verizon including its counsel, without success. Accordingly, consistent with 4 CSR 240-33.110, Socket herein seeks Commission orders prohibiting Verizon's threatened actions until the Commission has had the opportunity to rule upon the merits of Socket's underlying complaint related to the incorrect billings as stated herein.

2. Socket is a competitive facilities-based telecommunications company duly incorporated and existing under and by virtue of the laws of the State of Missouri, as a limited liability company. It's principal Missouri offices are currently located at 1005 Cherry Street, Suite 104, Columbia, Missouri 65201, and it can be reached as follows: telephone – 573-777-1991 (ext. 551) and facsimile – 573-441-1050, email: rmkohly@socketelecom.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.

3. All communications and pleadings in this case should be directed to:

David L. Woodsmall, Esq.
Stuart W. Conrad, Esq.
Finnegan, Conrad & Peterson, LC
428 E. Capitol Ave, Suite 300
Jefferson City, Missouri 65101
573-635-2700 (telephone)
573-635-6998 (facsimile)
dwoodsmall@fcplaw.com

and

Matt Kohly, Director of Carrier Relations
Socket Telecom, LLC
1005 Cherry Street, Suite 104
Columbia, Missouri 65201
rmkohly@sockettelecom.com

4. MCI Communications Services, Inc. is a Delaware Corporation in good standing with the Missouri Secretary of State. MCI Communications Services, Inc. is an authorized provider of interexchange telecommunications services under certificates granted and tariffs approved by the Commission. MCI Communications Services, Inc. operates under the fictitious name of Verizon Business Services, which was filed with the Missouri Secretary of State on December 13, 2005. According to its filing with the Commission and information contained in the Commission's Electronic Filing Information System (EFIS), service upon MCI Communications Services, Inc. d/b/a Verizon Business Services may be made at:

Verizon Business Services
Attn: Regulatory Representative
P.O. Box 152012
600 Hidden Ridge, HQE02H45
Irving, Texas 75015-2092

JURISDICTION

5. The Commission has general jurisdiction over both Socket and Verizon as telecommunications companies and their telecommunications facilities, 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 RSMo. The Commission has jurisdiction to pursue complaints regarding unlawful conduct by telecommunications companies, such as this one against Verizon, pursuant to

Sections 386.310, 386.330, 386.390, 386.400 and 392.400.4 RSMo. The Commission has authority to grant interim relief without notice or hearing under Section 386.310.² As described in greater detail herein below, Verizon has threatened imminent violations of Sections 392.200.1 and 392.240.2 RSMo. by indicating its intent to discontinue all telecommunications services, including the dedicated, private-line services at issue in this Complaint and / or impose charges greater than those allowed under the Digital Services Agreement executed January 16, 2001 with Socket (Agreement).

COUNT ONE: ST. LOUIS TO KANSAS CITY DS3s

6. Under authority provided by Section 392.200.8(1), Verizon entered into the Agreement with Socket to provide certain dedicated private-line services. Pursuant to this Agreement, Socket ordered and Verizon provisioned three intrastate, dedicated, private-line DS3 circuits from Kansas City to St. Louis. These circuits provide a dedicated backbone for the transmission of Socket traffic to and from Socket's network facilities in Kansas City to Socket's switch in St. Louis. It is important to understand that, at each end of the dedicated, private line DS3s, Socket, not Verizon or an incumbent local exchange carrier, has provided the facilities to directly cross-connect Socket's network to the provisioned Verizon DS3.

7. For each of these three dedicated, private-line circuits, Verizon prepared and Socket accepted a rate quote, which provided for a monthly fixed charge for each dedicated, private-line DS3 as well as a non-recurring installation charge. Recognizing that at each end of the dedicated, private-line DS3, Socket's network was directly connected to Verizon's network without the use of third-party facilities, the rate quote did **not** list any Local Access charges. In addition, recognizing that Socket had agreed to

² See Case Nos. TC-2001-20 and TC-2005-0294.

provide the necessary cross-connect, the rate quote also expressly waived any installation or monthly recurring charges for Cross-Connects.

8. Immediately upon commencement of billing, Verizon not only assessed the agreed upon monthly fixed charges to Socket for the dedicated, private-line circuit, it also charged an additional rate element labeled “Intrastate Local Access”. As these charges were not specified on the rate quote and were never actually expenses incurred by Verizon, Socket disputed these charges with Verizon. As mentioned previously, it is important to recognize that Socket’s network is directly connected to Verizon’s network so local access charges are never incurred by Verizon from a third-party.

9. As a result of the referenced billing disputes submitted by Socket, Verizon appeared to recognize its error and provided some credits to Socket that account for a portion of the Local Access charges assessed upon Socket. Nevertheless, Verizon continues to assert that Socket is liable for some portion of the past Local Access Charges and, in addition, Verizon continues to bill for the Local Access component going forward. To date, the amount in dispute as a result of the unjustified Local Access charges for these three DS3 circuits is \$54,589.22.

10. Verizon will undoubtedly point out that Section 3(B) of the Agreement provides it unilateral authority to adjust these Local Access Charges. Specifically, that section provides:

Recurring charges for local access billing administered by MCI WorldCom and charged to customer shall be subject to adjustment at such times as MCI WorldCom shall determine, but in no event will the charges exceed the prevailing charges of such local access providers as would otherwise be paid directly by customer for the relevant interconnection or service. (emphasis added).

This section requires charges for local access fees and ancillary services to be established as of Verizon's acceptances of the Service Order. Verizon did not properly establish fees for local access and ancillary services as these charges were established on the first bill rather than at confirmation of the order and even after the circuits had been provisioned. Once properly established at the acceptance of the Service Order, Verizon does have ability to unilaterally adjust local access fees. Noticeably, despite the unilateral authority to adjust such local access fees, this section imposes a cap such that these local access fees can never exceed the charges that Socket would otherwise be required to pay had it been directly interconnected with the ILEC. In light of the fact that Socket provided the necessary facilities to cross-connect the DS3 to Socket's facilities, the access charges that Socket would otherwise have incurred from the ILEC would be zero. As such, the cap for Verizon's unilateral adjustment is likewise zero. This fact is implicitly recognized in Verizon's initial quote that does not include any charges for local access.

COUNT 2: ST. LOUIS TO SPRINGFIELD DS3

11. Under authority provided by Section 392.200.8(1), Verizon entered into the Agreement with Socket to provide certain dedicated private line services. Pursuant to this Agreement, Socket ordered and Verizon provisioned a single dedicated intrastate private line DS3 circuit from St. Louis to Springfield. This circuit provides a dedicated backbone for the transmission of Socket traffic to and from Socket's network facilities in Springfield to Socket's switch in St. Louis. In St. Louis, this circuit is connected directly to Socket's network by facilities provisioned by Socket.

12. Upon Socket's request, Verizon provided a rate quote that specified a monthly rate for the dedicated private line DS3 facility and, because Socket agreed to a three-year term, expressly waived any installation charges for that facility. Recognizing that Socket had agreed to provide the necessary cross-connects, the rate quote expressly waived any installation or monthly recurring charges associated with Cross-Connects.

13. Immediately upon commencement of billing, Verizon not only assessed the agreed upon monthly fixed charges to Socket for the dedicated, private-line circuit, it also unexpectedly introduced an additional rate element entitled "Entrance Facility". This additional rate element was not set forth on the rate quote.

14. As a result of billing disputes submitted by Socket, Verizon appeared to recognize its error and credited Socket the amount that was billed to Socket for the "Entrance Facility" rate element for the period December 20, 2004 through December 20, 2005. Despite this apparent recognition of its error, Verizon since that time has recommenced the assessment of charges for the "Entrance Facility" rate element. To date, the amount in dispute on this circuit is \$5,000. In addition, this amount will increase in the amount of \$1,000 per month for the remainder of the three-year term.

15. Unlike the situation in regards to Local Access charges, it is impossible for Verizon to argue that it has unilateral authority to adjust the Entrance Facility charge under Section 3(B) of the Agreement. Entrance Facilities are, by their very name, a facility. They are neither a Local Access fee nor an Ancillary Service fee as contained within the provisions of Section 3(B). As such, the Entrance Facility charge must be contained in the initial quote. Consistent with this argument, in other instances where "Entrance Facility" charges have been assessed to Socket by Verizon, Verizon specified

those charges on the rate quote and Socket knew those charges would apply prior to ordering the circuit. Therefore, unless contained in the initial rate quote, it is completely inconsistent and illogical for Verizon to underhandedly introduce this Entrance Facility charge after the execution of the contract.

COUNT 3: SOCKET TO VERIZON POINT OF PRESENCE

15. Under authority provided by Section 392.200.8(1), Verizon entered in the Agreement with Socket to provide certain dedicated, private-line services. Pursuant to this Agreement, Socket ordered and Verizon provisioned one dedicated, private-line DS3 to carry traffic from Socket's switch in St. Louis to Verizon's interexchange carrier Point of Presence located in the same building. Socket provided the cabling to directly connect Socket's network to the provisioned Verizon DS3.

16. For this circuit, Verizon prepared and Socket accepted a rate quote which provided for a monthly fixed rate. The rate quote also indicated that the sales person would request that installation charges be waived once Socket placed the order. Again, this rate quote did not list any Local Access or other ancillary charges.

17. Immediately upon commencement of billing, Verizon began assessing Socket charges for Local Access and for multiplexing; neither of which were set forth in the rate quote provided to Socket. To date, the amount in dispute on this circuit is \$55,796.80.

18. Again, as with the St. Louis to Kansas City DS3 circuits discussed in Count 1, Verizon will inevitably argue that it has the unilateral authority to adjust its bills to reflect local access charges. As with those circuits, however, Verizon is subjected to

the obligation to properly establish these charges on the initial quote as well as subject any adjustments to a cap on the amount that it can adjust for that charge. Like the charges above, these charges were not properly established as required by the Agreement. With respect to the cap, these local access fees can never exceed the charges that Socket would otherwise be required to pay had it been directly interconnected with the ILEC. In light of the fact that Socket provided the necessary facilities to cross-connect the DS3 to Socket's facilities, the access charges that Socket would otherwise have incurred from the ILEC would be zero. As such, the cap for Verizon's unilateral adjustment is likewise zero. This fact is implicitly recognized in Verizon's initial quote that does not include any charges for local access.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David L. Woodsmall". The signature is written in a cursive style and is positioned above a horizontal line.

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