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May 8, 2009

FILED IN PDF FORMAT VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Notice of Ex Parte Presentation – WC Docket No. 08-238

Dear Ms. Dortch:

On Thursday, May 7, 2009, on behalf of NuVox and Socket, I engaged in a brief conversation by telephone with Don Stockdale of the Commission's Wireline Competition Bureau. The conversation focused on section 251(f)(1) and the unknown degree of applicability and exemptions claimed by the Applicants. During the call, I explained that, NuVox and Socket, and to the best of my knowledge, Sprint had not encountered any instance where Embarq or CenturyTel had asserted a section 251(f)(1) exemption. However, I acknowledged the possibility that the provision could come into play with respect to certain of the proposed conditions/voluntary commitments related to section 251(c) interconnection and unbundling obligations.

Presumably, a "rural telephone company" that had not previously entered into a section 251(c) interconnection agreement could seek a section 251(f)(1) exception from a state commission per the terms of that section of the statute and the Commission's corresponding rules (47 C.F.R. §§ 51.401 and 51.405). The conditions proposed by NuVox and Socket are not intended to prevent a "rural telephone company" that had not previously entered into a section 251(c) interconnection agreement from, pursuant to section 251(f)(1) and the Commission's rules, claiming the exemption and then attempting to prove to the relevant state commission why it should not upon request be terminated.

Finally, I note that NuVox and Socket both have interconnection agreements with CenturyTel entities that are set to expire later this year. Adoption of the proposed condition requiring Applicants to extend an existing interconnection agreement for 36 months is essential

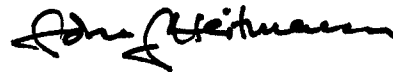
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to mitigating the increased incentive a post-merger CenturyTel will have to discriminate against NuVox and Socket by erecting artificial barriers to sustained entry and by forcing yet another resource-intensive negotiation and arbitration.

In accordance with the Commission's rules, this letter is being filed electronically for inclusion in the public record of the above-referenced proceeding.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John J. Heitmann", written in a cursive style.

John J. Heitmann

cc: Don Stockdale (via electronic mail)