

**BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

Socket Telecom, LLC,	)	
	)	
Complainant,	)	
	)	
v.	)	<b>File No. TC-2020-0333</b>
	)	
CenturyTel of Missouri, LLC dba	)	
CenturyLink	)	
	)	
Respondent.	)	

**NOTICE OF SETTLEMENT AND DISMISSAL**

Socket Telecom, LLC and CenturyTel of Missouri, LLC dba CenturyLink hereby notify the Commission that they have reached a settlement in this matter and it may be dismissed. A copy of the Settlement Agreement is attached hereto. As stated in the Settlement Agreement, Socket and CenturyLink have agreed to interpretations of provisions of their Interconnection Agreement that were in dispute which do not require any amendment to that agreement. Accordingly, Socket and CenturyLink do not believe that the Settlement Agreement requires Commission approval. Socket and CenturyLink request that the Commission confirm it concurs in its Order of Dismissal.

Staff was not a formal party to this action, settlement negotiations or final settlement agreement, however, Staff has advised Socket and CenturyLink that Staff agrees that the settlement agreement reached by the parties resolves this case and negates the need for a hearing or further procedure.

Respectfully submitted,

\_\_\_\_\_/s/ Carl J. Lumley\_\_\_\_\_  
Carl J. Lumley, #32869  
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\_\_\_\_\_/s/ W.R. England III\_\_\_\_\_  
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*Attorneys for CenturyLink  
(CenturyTel of Missouri)*

**CERTIFICATE OF SERVICE**

The foregoing was served upon the following this 10 day of August, 2020 by email to:

**Whitney Payne, #64078**

Senior Counsel

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*Attorney for the Staff of the*

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\_\_\_\_\_  
/s/ Carl J. Lumley

## SETTLEMENT AGREEMENT

Settlement Agreement made this 6 day of August, 2020, by and between Socket Telecom, LLC (herein "Socket"), and CenturyTel of Missouri, LLC dba CenturyLink (herein "CenturyLink")(herein each individually a "Party" and collectively the "Parties"), to wit:

**WHEREAS**, Socket and CenturyLink operate under an interconnection agreement ("ICA") that was arbitrated and approved by the Missouri Public Service Commission ("Commission") in Case No. TO-2006-0299, and which was subsequently amended by amendments approved by the Commission in Case Nos. TK-2009-0296, CK-2010-0157, and TK-2016-0341; and

**WHEREAS**, several disputes arose between the Parties regarding 1) the charging for Entrance Facilities by CenturyLink to Socket; 2) the charging of Performance Measure remedy payments by Socket to CenturyLink; and 3) the submission of dark fiber inquiries by Socket ("the Disputes"), which are now the subjects of a proceeding before the Commission in Case No. TC-2020-0333; and

**WHEREAS**, in order to avoid the uncertainties and costs related to litigation of the Disputes, the Parties expended significant efforts and have negotiated a settlement of the above-referenced Disputes;

**NOW, THEREFORE**, in accordance with the foregoing recitals which are part of this Settlement Agreement, and in consideration of the promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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1. The Parties agree to comply with the following interpretations of the ICA:
  - a. With respect to the issue of Entrance Facilities:
    - 1) As long as Socket maintains its current network configurations for interconnection with CenturyLink's Wire Centers or Central Offices for the purpose of exchanging local traffic (including local, MCA local, IntraLATA, and 911/Emergency Services traffic), there will be no charge for Entrance Facilities;
    - 2) Any and all charges billed by CenturyLink to Socket for Entrance Facilities through the date hereof will be credited, if paid by Socket, or waived if unpaid.
    - 3) Socket shall not be required to reconfigure its interconnections. If Socket modifies any interconnection to augment (increase or reduce) trunk capacity or to move trunks to different third-party provider within the same central office, using the same interconnection configuration as today, there will be no entrance facility charges as stated above.
  - b. With respect to the issue of Performance Measures:
    - 1) Socket will not make any claim for remedy payments pursuant to the Performance Measures provision of the ICA related to CenturyLink performance, except for performance after December 31, 2020 for (i) "Provisioning Retail Circuits #3: Percent Trouble Reports within 30 days of Installation" (ii) Provisioning-Retail Circuits #1: Due Date Commitments Met, and (iii) "Maintenance #4: Repeat Trouble Reports."
    - 2) Socket and CenturyLink will diligently work on Gap Closure Plans pursuant to the ICA to address Performance Measures identified in b.1)(i), (ii) and (iii) above with a goal of meeting all benchmarks by December 31, 2020.
    - 3) Upon successful completion of such Gap Closure Plans and performance meeting benchmarks through December 31, 2021, Socket and CenturyLink also agree to negotiate in good faith to eliminate the Performance Measures in b.1) above at that time.
    - 4) Any and all remedy charges billed by Socket to CenturyLink for Performance Measure misses through the date hereof will be credited, if paid by CenturyLink, or waived if unpaid. Socket will not make any claim for remedy payments related to CenturyLink's performance during the remainder of 2020.
  - c. With respect to the issue of Dark Fiber:
    - 1) Promptly upon receipt of any dark fiber inquiry from Socket, CenturyLink shall conduct the full examination called for by the ICA and FCC rules, including identification of the total quantity of fiber cables between the applicable wire centers on all available paths and an identification of the available/spare fiber by deducting all active fibers in use by it or others, those subject to pending installation, defective fibers, and fibers reserved for maintenance or planned

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growth for the next year. Such determination shall include fibers that can be connected by routine modification such as jumper installation. If fiber jumpers are required to connect Fiber Distribution Panels in a Wire Center, Socket will be responsible for the costs of these jumpers if it proceeds to order the dark fiber as provided herein. The rates for the fiber jumpers are set forth in the ICA.

- 2) Socket shall make the \$580.11 payment due for each dark fiber inquiry pursuant to normal periodic billing under the ICA and shall not be required to pay in advance.
- 3) Socket may make dark fiber inquiries, and CenturyLink shall respond, regardless of whether there are existing Socket collocations or collocation applications pending for the subject wire centers. Socket shall not be required to submit an Access Service Request (ASR) for the dark fiber at the time it submits a dark fiber inquiry.
- 4) While the ICA requires a response within 10 days of receipt, Socket shall not raise a dispute over timeliness so long as CenturyLink provides a complete response within 20 days of receipt of a Socket dark fiber inquiry.
- 5) In the event CenturyLink's response indicates that Socket's dark fiber request can be satisfied, Socket shall promptly submit the necessary collocation application(s) (if collocation not already established or subject to a pending application) and the dark fiber ASR and shall pay the applicable fees pursuant to normal periodic billing under the ICA without the requirement of advance payment.
- 6) Dark fiber inquiries shall be limited to wire centers identified in the LERG or current FCC order.
- 7) Upon Socket's return of dark fiber in the Columbia offices, a process will be promptly implemented by the Parties to convert applicable Loop UNE charges to sub loop UNE charges effective as of the date of such return.

2. The Parties believe that the foregoing interpretations are not amendments to the ICA and Commission approval is not required. However, the Parties will submit this settlement agreement to the Commission, and if the Commission determines otherwise, the Parties agree to amend the ICA consistent with this Settlement Agreement and submit same for the Commission's approval. The provisions hereof shall remain in effect notwithstanding such submittal and shall be substantively modified consistent with the intent hereof only as may be required by the Commission to gain approval of such submittal.

3. The Parties acknowledge and agree that this Settlement Agreement resolves all of the issues in dispute in in Case No. TC-2020-0333. Socket shall promptly dismiss its Complaint pending therein, and CenturyLink consents to such dismissal.

4. In accordance with the foregoing, upon execution and delivery of this Settlement Agreement by and between all Parties, each Party releases the other from any and all liability regarding prior Entrance Facility charges, Performance Measure remedy payments, and Socket dark fiber inquiries.

5. Each Party agrees that from time to time they will execute and deliver such further documents and take any such other actions as another Party may reasonably request to carry out the purpose and intent of this Settlement Agreement. The Parties agree that they will not take any action that will prevent their performance of this Settlement Agreement in accordance with its terms.

6. This Settlement Agreement is the final and complete expression of the Parties' understanding regarding resolution of the matters addressed in this Settlement Agreement, superseding any and all prior oral and written understandings and agreements pertaining thereto to the extent of any inconsistency. The terms of this Settlement Agreement cannot be waived or modified except in writing signed by an authorized representative of the Party to be charged therewith. This Settlement Agreement has been prepared by the combined efforts of the Parties and their respective attorneys and each of the Parties to this Settlement Agreement acknowledges that they have had this Settlement Agreement reviewed by such of their attorneys and advisors as they deem necessary. The Parties hereto further acknowledge that they have: (i) independently investigated such facts and to the extent, if any, as they deemed necessary or appropriate in order to make

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the decision to enter into this Settlement Agreement; (ii) made an independent determination to enter into this Settlement Agreement; (iii) not relied upon any statement of or information received from any other Party or from counsel for any other Party that is not expressly reflected herein in making such independent determination; and (iv) there have been no written or oral representations made to induce them to execute this Settlement Agreement that are not expressly reflected herein. The Parties shall bear any and all of their respective legal fees and expenses incurred as a direct and/or indirect result of the disputes resolved and the negotiation of this Settlement Agreement.

7. The Parties and the undersigned individuals hereby warrant and represent they have all requisite authority to enter into this Settlement Agreement.

8. The interpretation and performance of this Settlement Agreement, except as otherwise specifically provided, shall be governed by the internal laws of the State of Missouri (excluding its conflict of law rules).

9. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, their parent, subsidiary, and affiliated entities, members, managers, officers, directors, shareholders, agents, attorneys, employees, representatives, predecessors, successors, and assigns, including all persons and entities claiming by, through or under any of the Parties.



CONFIDENTIAL AND PROPRIETARY  
PROPOSED IN SETTLEMENT NEGOTIATIONS SUBJECT TO FRE 408 AND ANALOGOUS STATE RULES  
NOT SUBJECT TO PUBLIC DISCLOSURE  
SUBJECT TO MODIFICATION IN ALL RESPECTS PRIOR TO EXECUTION  
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10. This Settlement Agreement may be executed in counterparts, the Settlement Agreement to be effective on the date that the last signature herein below required is affixed.

WITNESSETH OUR HANDS:

Socket Telecom, LLC

By: R. Matthew Kohly

Name: R. Matthew Kohly

Title: Director

CenturyTel of Missouri, LLC dba  
CenturyLink

By: Julie Hollenbeck

Name: Julie Hollenbeck

Title: Aug 6, 2020