

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

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

SOCKET TELECOM LLC'S POSITION STATEMENT

Socket Telecom, LLC hereby submits its Position Statement on the listed Issues:

A. Entrance Facilities

1. When is it appropriate for CenturyLink to charge Socket for entrance facilities pursuant to the Interconnection Agreement (ICA) between the parties?

Socket's evidence regarding this issue is set forth in the direct (p. 5-28) and surrebuttal (p. 3-15) testimony of R. Matthew Kohly.

If Socket ever ordered and obtained entrance facilities from CenturyLink, it would be appropriate for it to charge Socket for such facilities at the rates set forth in the Interconnection Agreement.

However, Socket has not ordered or obtained entrance facilities from CenturyLink. In establishing interconnection arrangements, the parties never even discussed entrance facilities.

According to CenturyLink's own documentation, an entrance facility is a physical facility that is available to be purchased from CenturyLink by a CLEC that seeks a connection from a location outside a CenturyLink central office to access unbundled network elements and ancillary services rather than collocating in the central office. It is not

available to be used for network interconnection (i.e. the exchange of voice telecommunications traffic allowing customers of each company to have a phone call with customers of the other company).

Socket has not ordered or obtained such facilities.

Under the interconnection agreement, Socket must provide its own facilities or obtain them from a third party to interconnect with CenturyLink. (ICA Article V, Sections 4.8, 4.9, 6.1.1, 8.1, 11.1.5). It cannot obtain interconnection facilities from CenturyTel. CenturyTel's interconnection facilities are on its side of the point of interconnection and the costs are CenturyTel's responsibility. The same is true for Socket on its side. The point of interconnection is where the interconnection facilities of each party meet.

Eleven years after Socket and CenturyLink established their points of interconnection, CenturyLink abruptly started improperly billing Socket entrance facilities charges which CenturyTel seeks to apply to Socket's interconnection trunks at the points of interconnection at the Columbia, Branson and Wentzville central offices. There had been no change in these interconnection arrangements to support any change in billing. There had never been any discussion about CenturyLink providing entrance facilities to Socket. Entrance facility charges were not part of the price quotes when the points of interconnection were established. And trunks are not even facilities. Facilities are physical fibers/cables whereas trunks are logical paths to route traffic over facilities. (Compare ICA Article V Sections 2, 3, 4, & 6 [interconnection facilities] with Article V, Section 11 [trunking]).

CenturyTel attempted to back bill one year of charges and at this point is demanding payment of about \$150,000 (and the total is increasing about \$3,500 per month).

Inside the Columbia central office, Socket has leased a caged collocation space from CenturyLink, purchased the interconnection cables from CenturyLink, and pays ongoing charges for the space used to run those cables to the point of interconnection as well as for the cable terminations, all pursuant to CenturyLink's collocation tariff. (Tariff 42, sections 15.1(J) & (U) and 15.2 (G) & (J)). Socket also paid the applicable fees for installing its own fiber that comes from outside the central office into its collocation cage (and continues to pay for the space used by such fiber) to Socket's network equipment which is then interconnected with CenturyLink's equipment via Socket's interconnection fiber through the point of interconnection to CenturyLink's interconnection fiber and its switching equipment.

In Branson, the parties established their point of interconnection at a third party (Lightcore) location outside of the CenturyLink central office. (ICA Article V, Section 6.1.4). Under the interconnection agreement, CenturyLink is responsible for all the costs

on its side of that point of interconnection for facilities and trunks that run into the central office and is not entitled to charge Socket for any such costs. Likewise, it is not entitled to charge Socket for the facilities and trunks that are on Socket's side of the point of interconnection because they are Socket's.

In Wentzville, the parties established their point of interconnection using a third-party point of presence under the same provisions of the ICA as applied to Branson, but in this instance that point of presence is inside the CenturyTel central office.

CenturyLink has described its purported entrance facilities charges as applying to trunks on Socket-owned facilities on Socket's side of the points of interconnection, which contradicts the interconnection agreement that says each party is responsible to provide its own facilities and trunks on its side of the point of interconnection. As stated above, CenturyLink does not provide any facilities or trunks on Socket's side of the points of interconnection. To the extent Socket "ordered" trunks on CenturyLink's side of the point of interconnection, CenturyLink's representatives agreed that Socket was not purchasing anything but rather providing direction so that CenturyTel would know how to route traffic on its side of the point of interconnection.

There is a small cross-connect cable which CenturyTel provided to complete the physical interconnection of the parties' interconnection facilities. The interconnection agreement does not authorize any charge for this short coaxial cable, nor did CenturyTel assert any charge would apply for eleven years. But at most it is analogous to a DS1 cross connect which has a charge of \$3.10 per month in the ICA, not the \$102.22 rate CenturyLink has tried to bill.

There currently is no circumstance where CenturyLink has provided entrance facilities to Socket, nor has there ever been such circumstances since the parties first interconnected in 2006. Socket interconnects with AT&T in the same ways that it does with CenturyLink and AT&T does not attempt to impose entrance facility charges.

B. Performance Measures

2. Is CenturyLink liable for performance measure misses between November 2017 and October 2018?

Socket's evidence regarding this issue is set forth in the direct and surrebuttal testimony of Anthony Lana.

Socket timely provided spreadsheets detailing the calculation of performance remedy payments owed by CenturyLink between November 2017 and October 2018. It is irrelevant that the spreadsheets did not initially include the word “invoice”. CenturyLink is liable for all its performance measure misses as identified in Mr. Lana’s testimony.

3. Is CenturyLink liable for performance measure misses claimed by Socket that were not discussed by the Implementation Team or that were not the subject of prior notice to CenturyLink to implement a Gap Closure Plan?

Socket’s evidence regarding this issue is set forth in the direct and surrebuttal testimony of Anthony Lana.

There is no provision in the interconnection agreement that says CenturyTel does not have to pay for performance measure misses if the issues were not first discussed by the Implementation Team or the subject of a notice to implement a Gap Closure Plan.

4. For those performance measure misses claimed by Socket, did CenturyLink miss the specific performance measure?

Socket’s evidence regarding this issue is set forth in the direct and surrebuttal testimony of Anthony Lana.

Socket witness Lana shows in great detail that CenturyLink repeatedly missed the five performance measures at issue, which are:

Provisioning-Retail Circuits #1: Due Date Commitments Met

Provisioning-Retail Circuits #3: Percent Trouble Reports within 30 Days of Installation

Maintenance #4: Repeat Trouble Reports

Pre-Ordering/Ordering #7: Jeopardy Notices

Maintenance #1: Percent Trouble Reports.

5. Are remedy payments due for all misses once the benchmark is exceeded, or only for misses beyond the benchmark?

Socket's evidence regarding this issue is set forth in the direct and surrebuttal testimony of Anthony Lana.

The interconnection agreement plainly states that when CenturyLink fails to meet the benchmark in a particular month, the remedy payments shall apply to each miss, not just the misses beyond the benchmark. (ICA Appendix Performance Measures, Column 4 (Remedies). This is consistent with the intent of the performance measure remedy plan, to incentivize good performance).

6. How much does CenturyLink owe Socket for performance measure misses?

Socket's evidence regarding this issue is set forth in the direct and surrebuttal testimony of Anthony Lana.

As of February 21, 2020, \$58,835.65. This amount will be updated at hearing.

C. Dark Fiber Inquiries

7. Does the ICA require Socket, when submitting a dark fiber inquiry, to already have collocation facilities or an application submitted to establish collocation facilities in the wire center where the dark fiber will originate and terminate?

Socket's evidence regarding this issue is set forth in the direct (p. 28-38) and surrebuttal (p. 15-19) testimony of R. Matthew Kohly.

No. The interconnection agreement allows Socket to submit an inquiry to find out if CenturyLink has dark fiber (unlit fiber-optic cable) that is available and not defective, in use or reserved for maintenance or planned growth within next 12 months. The agreement does not require that Socket already have either a collocation or a pending application for collocation before it can submit a dark fiber inquiry. Such inquiries cost \$580.11 (which under the agreement does not have to be paid in advance with the inquiry), so they are not submitted on a whim. The agreement allows Socket to find out whether dark fiber is available before it incurs the costs of establishing a collocation, which can easily exceed \$10,000 paid to CenturyLink and not including Socket's cost of network equipment to place in that collocation. Even then, Socket understands that it is not allowed to reserve available dark fiber and orders a collocation at the risk of someone else taking the dark fiber in the interim while the collocation arrangement is being constructed, which a construction interval of 76 business days. (ICA Article VII, Section 5.0). (CenturyTel of Missouri, Local Network Access Services Tariff, P.S.C. MO NO.8 Section 4.1).

Until recently, CenturyLink did not assert such a precondition to an inquiry.

8. Does the ICA require Socket to submit a dark fiber ASR at the same time it submits a dark fiber inquiry?

Socket's evidence regarding this issue is set forth in the direct (p. 28-38) and surrebuttal (p. 15-19) testimony of R. Matthew Kohly.

No, the interconnection agreement does not require Socket to order dark fiber (through an access service request [ASR] or otherwise) before it has received a response to a dark fiber inquiry. To the contrary, the agreement requires Socket to submit the inquiry and receive the response before it can order the dark fiber (assuming it is available). (ICA Article VII, Section 5.0).

Until recently, CenturyLink did not assert such a precondition.

9. What information must be examined by CenturyLink prior to responding to a dark fiber inquiry?

Socket's evidence regarding this issue is set forth in the direct (p. 28-38) and surrebuttal (p. 15-19) testimony of R. Matthew Kohly.

CenturyTel must determine the total quantity of fiber cables between the applicable wire centers on all paths. It then must determine the available/spare fiber by deducting all active fibers in use by it or someone else, those subject to pending installations, defective fibers, and fibers reserved for maintenance and planned growth for the next year. Such determination should include fibers that can be connected by routine network modification such as jumper installation. (ICA Article VII, Section 5.4.2).

The interconnection agreement does not allow CenturyLink to conduct an incomplete/informal search of its information or to make an incomplete response to an inquiry.

The parties agreed that CenturyLink would respond to dark fiber inquiries within 10 days. (ICA Amendment approved CK-2010-0157).

10. What constitutes a wire center for purposes of Socket submitting dark fiber inquiries and orders pursuant to the ICA?

Socket's evidence regarding this issue is set forth in the direct (p. 38-42) and surrebuttal (p. 19-20) testimony of R. Matthew Kohly.

In addition to wire centers that are listed in the LERG and FCC orders, the companies previously agreed that remote switching offices/aggregation points like Harrisburg are wire centers and accordingly Socket has obtained loops rather than subloops from such wire centers. By declaring Harrisburg to not be a wire center, CenturyLink is reneging on that agreement.

Respectfully submitted,

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CERTIFICATE OF SERVICE

The foregoing was served upon the following this 30th day of July, 2020 by email to:

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