

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

In the Matter of the Application of)
)
POWERCOMM BROADBAND LLC,)
d/b/a NewDawn Fiber, for Certificate of)
Service Authority to)
Provide Basic Local Telecommunications)
Services and Registration to Provide)
Interconnected Voice over Internet)
Protocol Telecommunications Service in)
Missouri.)

Case No. TC-2018-0281

**POWERCOMM'S SUPPLEMENTAL
ANSWERS TO DISCOVERY**

Powercomm Broadband, LLC, by and through counsel, hereby states the following in supplement of its answers previously filed in response to Questions 7 and 8 of TC-2018-0315 and Question 8(d) of TC-2018-0281:

A. Powercomm Contract with KrombieTech LLC and Jeremy Geeo.

When Powercomm set up its telephone services in June of 2016, it entered into a contract with KrombieTech, LLC which was specifically designed in part to prevent an outage such as this from occurring. (See "Agent Services Addendum," attached as Exhibit A, effective through June 15, 2018, p. 1, ¶ 2). The contract required KrombieTech to "move, and/or otherwise assign, all of its telephone assets into the aforementioned entity (Powercomm Broadband, LLC)," (Exhibit A, p. 2, ¶ 8.b), so that Powercomm could exert control over them. By this contract KrombieTech agreed to perform all supporting services including, "VoIP and telephone related management, design, planning, setup, integration, support, and maintenance." (Exhibit A, p. 3, ¶ 12.b)

The contract also required “KrombieTech to work as many hours as may be reasonably necessary to fulfill [its obligations].” (Exhibit A, p. 3, ¶ 14). And, Jeremy Geoo, as KrombieTech’s principal member, was obligated to “devote 90% of [his] business work time exclusively to [Powercomm]... and to ... limit to “less than 10%” his work for “any other company or customers.” Jeremy R. Geoo signed the contract on behalf of KrombieTech (Exhibit A, p. 4) and Geoo was also the principal member of PhoneHost.

The outage occurred because, unbeknownst to Powercomm, KrombieTech *never transferred the phone numbers to Powercomm as promised in this contract*. This is why, unbeknownst to Powercomm during the recent outage, its requests for portage and release of the numbers to new providers were being ignored—*primarily by none other than PhoneHost (Geoo) itself*.

B. Email Exchange with Jeremy Geoo During Outage


On Monday, April 2, the second day of the outage, Zach Mann, on behalf of Powercomm, emailed Geoo at 5:05 pm asking for PhoneHost’s PIN because porting wasn’t going through. Geoo responded at 5:57 pm, saying he was not sure what is needed but was willing to help. Mann emailed again at 6:03 pm, stating Celec Engineering was requesting the PIN. Geoo replied at 6:13 pm with PhoneHost’s account number and instructions to use the last four digits of each phone number as the PIN. Mann replied at 6:36 pm, forwarding the latest “rejection” and stating PhoneHost’s account number itself was rejected for the numbers. Geoo responded at 7:17 pm with only questions--no answers. At 7:49 pm Mann replied, asking the key question—“*Are the phones listed under Krombitech’s accounts?*” Geoo never responded. On April 6th, four days later, Mann informs Geoo that indeed the phones *were* listed on KrombieTech’s

accounts and that was the holdup to porting. Geoo did not reply to this email either. (See Exhibit B attached, email string between Mann and Geoo, April 2, 2018, 5:05 pm through April 6, 2018, at 11 am.

EXECUTION: I hereby sign my name attesting to the truth of the above answers to Questions submitted to PowerComm Broadband, LLC as TC-2018-0281 and TC-2018-0315.

SIGNED:


KENNIS MANN
MANAGER, POWERCOMM BROADBAND, LLC


DATE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been served electronically on the PSC Staff Counsel's office (at staffcounsel@psc.mo.gov) and on the Office of the Public Counsel (at opcservice@ded.mo.gov) on this 29th day of June, 2018, to each of the political subdivisions listed above.

/s/ Linda S. Dickens

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Addendum

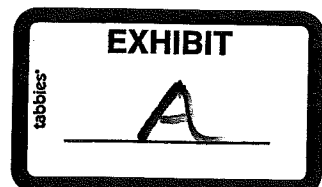
This Addendum is made pursuant to the Master Services Agreement (the "Agreement") between Powercomm Broadband, LLC and its affiliates and its customers (collectively, "Customer"), and KrombieTech, LLC ("KrombieTech"). KrombieTech and Customer shall be referred to herein individually as a "Party" and together as the "Parties". This Addendum incorporates all terms and provisions ("terms") of the Agreement.

WHEREAS, the Customer desires to appoint and engage KrombieTech as its lawful agent and representative to perform the Services described hereunder;

WHEREAS, KrombieTech agrees to represent the Customer and perform such Services;

NOW, THEREFORE, in consideration of the above recitals, mutual promises and conditions contained in this Addendum, the Parties hereto agree as follows:

1. **Appointment.** The Customer hereby appoints KrombieTech as its agent for performing services upon the terms and conditions contained under this Addendum.
2. **Term.** This Addendum shall commence upon written execution by both parties and shall continue for a period of two (2) years. Thereafter this Addendum shall be automatically renewed for successive terms of one (1) month unless either party gives 30 days written notice to the other party prior to the expiration of the original term or any renewal term specifying its intention not to renew.
3. **90% Exclusivity.** The parties hereby agree that KrombieTech will devote 90% of its principal member's business work time exclusively to perform the Services on behalf of the Customer and will limit engagement to less than 10% in any other Services for any other company or customers. This exclusivity shall not apply to any of KrombieTech's regular employees, agents, or subcontractors.
4. **Independent Contractor.** KrombieTech agrees that nothing contained herein shall be construed to create the relationship of employer and employee between Customer and KrombieTech or any employee or agent of KrombieTech.
5. **Subcontractors.** KrombieTech does not anticipate using any subcontractors in connection with this Addendum, and will not subcontract any work without Customer's advanced written consent.
6. **Retainer and Payment.** Customer agrees to pay a retainer to KrombieTech for the Services in the amount of \$7,500 each month this Addendum is in effect. This fee shall be payable in advance for each month. This retainer is non-refundable. KrombieTech shall bill exclusively to the retainer for hourly services. Customer shall pay additional fees, if any, upon presentment of a billing statement by KrombieTech. Customer is responsible for any incidental expenses that are incurred as part of the normal due course and process of providing Services, including, but not limited to, expenses associated with travel and lodging. KrombieTech may require pre-payment for such



expenses or invoice for expenses outside of a regular monthly billing cycle to recover costs. Customer agrees that all invoices are due upon receipt and considered late on the 14th day. KrombieTech will make every reasonable effort to accommodate Customer's payment preference including, but not limited to, payment via Check, Credit Card, ACH, Bank Wire and/or crypto-currency. KrombieTech reserves the right to charge Customer, and Customer agrees to pay KrombieTech, for any reasonable fees or administrative expenses incurred through credit card processing, wire transfer receipt, or other surcharges, fees, and/or penalties associated with Customer's payments.

7. **Hourly Rates.** All service hours are included within the monthly retainer fee. No additional hourly fees will be assessed under this Addendum.
8. **Terms and Provisions.** Upon execution of this Addendum, the parties agree that:
 - a. Customer will establish a new business entity for telephony related services; Customer will be the exclusive stakeholder and hold 100% interest in the new business entity;
 - b. KrombieTech will move, and/or otherwise assign, all of its telephony assets into the aforementioned entity; this shall be fully inclusive of its VoIP, telephony, and text messaging service offerings, customers, servers, phone numbers, domain names, applications, and web sites.
 - c. Customer will make a one-time payment in the amount of \$60,000 to KrombieTech.
 - d. Customer will establish KrombieTech's primary member as the CEO (or other mutually agreeable executive position) of the aforementioned entity.
9. **No Transfer of Liability.** KrombieTech certifies the assets to be transferred are, as of the date of this Addendum, not subject to any liens, judgments, or otherwise encumbered in any manner. There is no lawsuit, arbitration or other legal or government procedure pending or threatened against it which, based on its knowledge, could materially and adversely affect its performance of this Addendum. This does not include recurring fees required in order retain access to these resources, including, but not limited to, domain registration fees, and fees associated with registration of phone numbers and services.
10. **Transfer of Shares.** Customer will transfer and/or assign a 5% share (the "Shares") of the Customer's business to KrombieTech. It is agreed that:
 - a. the Customer transfers absolutely all title over the Shares to KrombieTech;
 - b. the transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights.
11. **Rights and Licenses.**
 - a. KrombieTech hereby grants to Customer, and Customer hereby accepts the entire right, title, and interest of KrombieTech in and to any software, documentation, and information first produced or created by or for KrombieTech as a result of the performance of work or the rendition of services under the Addendum.
 - b. KrombieTech hereby grants to Customer, and Customer hereby accepts, an

unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive license to any software, documentation and information not first produced or created by or for KrombieTech as a result of the performance of work or the rendition of services under this addendum, but included in said work or services, provided KrombieTech holds copyright to said software, documentation, or information.

- c. KrombieTech may utilize publicly distributed software, documentation and information within the solutions provided to Customer under the terms of this addendum, provided that said software, documentation, and information is either in the public domain or is licensed for public distribution under terms that do not conflict with the licensing of Customer's products in which they are included.

12. Description of Services. KrombieTech will make available its "Services" to include the following:

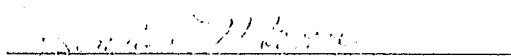
- a. Information Technology and Information Systems ("IT") related consulting, planning, design, management, implementation, discussions, research, purchasing, and training.
- b. VoIP and telephony related management, design, planning, setup, integration, support, and maintenance.
- c. Vendor selection, negotiations, management, oversight, review, and planning on behalf of the Customer for IT, VoIP, and telephony related service providers.
- d. Business processes and IT system's analysis related observation, interviews, consulting, recommendations, investigation, research, and implementation.
- e. Programming and Systems development, integration, and maintenance of software projects and systems.
- f. Routine end-user computer and workgroup setup, support, and maintenance.
- g. Other services KrombieTech can reasonably provide as required by the Customer.

13. Computer system access. KrombieTech personnel will require access to Customer's computer system in order to perform the Services. Such access will be given only if a Customer has verified that the access is appropriate and is only at the level necessary to enable the performance of this Addendum.

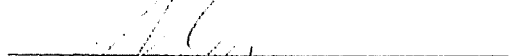
14. Performance of Services. The manner in which the Services are to be performed and the specific hours to be worked by KrombieTech shall be determined by KrombieTech. Customer will rely on KrombieTech to work as many hours as may be reasonably necessary to fulfill KrombieTech's obligations under this Addendum.

15. Consents, permissions and approvals. Customer acknowledges that KrombieTech shall use its own discretion in initiating activities related to the fulfillment of KrombieTech's obligations under this Addendum and shall have full authority to execute as such. KrombieTech, at its discretion, shall refer matters it deems to be of consequence, such as large capital expenses in excess of \$1,000, for verbal or electronic approval from the Customer.

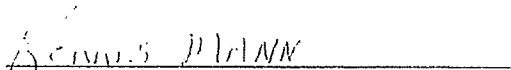
THE PARTIES HAVE READ THIS ADDENDUM, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

CustomerKrombieTech

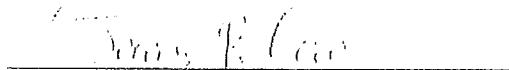
By



By



Printed name



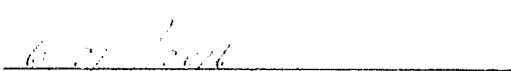
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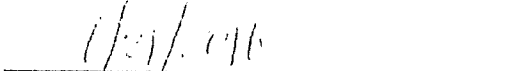
Title



Title



Date



Date

----- Forwarded message -----

From: Zach <zmann7@gmail.com>
Date: Fri, Apr 6, 2018 at 11:00 AM
Subject: Re: Phonehost PIN #
To: "Jeremy R. Geeo" <jeremy.geeo@gmail.com>
Cc: Sam Rellier <sam@welcometofast.com>

This is what held us up Jeremy.

"Are the phones listed under Krombitech's accounts ?"

On Mon, Apr 2, 2018 at 7:49 PM, Zach <zmann7@gmail.com> wrote:
Are the phones listed under Krombitech's accounts ?

On Mon, Apr 2, 2018 at 7:17 PM Jeremy R. Geeo <jeremy.geeo@gmail.com> wrote:
I'm not sure. Any idea which carrier they're submitting them through?

Which numbers are rejecting? Maybe I can see what I can tell about them that way. Maybe it's something specific to just one of the carriers. It may be an internal transfer instead of a full port. I can submit a ticket if nothing else.

What other details are you submitting? Just numbers or end user info as well?

- Jeremy

On Mon, Apr 2, 2018, 6:36 PM Zach <zmann7@gmail.com> wrote:
Jeremy, any idea what to try next ? See below.

ErinToday at 18:26

That rejected as the account number, as well. We do not need a PIN, just an account number.

If you can request a Customer Service Record (CSR), it's a document that shows how the information appears on the account. We can use it to get the correct information and/or dispute any rejections.

Thanks!
Erin

On Mon, Apr 2, 2018 at 6:13 PM Jeremy R. Geeo <jeremy.geeo@gmail.com> wrote:
I believe they're arbitrary.

I'd use account number from PhoneHost: 569453556

https://mail.google.com/mail/u/0/?ui=2&ik=d8027ee2b2&jsver=vr0O42Enx-U.en.&cbl=gmail_fe_180618.12_p3&view=pt&q=in%3Asent%20Jeremy.g... 12/13



6/28/2018

Gmail - Phonehost PIN #

I'd use last four of each number as PIN.

On Mon, Apr 2, 2018, 6:06 PM Sam Rellier <sam@welcometofast.com> wrote:
Do we have a account #?

On Mon, Apr 2, 2018 at 6:03 PM, Zach <zmann7@gmail.com> wrote:
Celec Engineering is who is requesting the PIN. IF you had set one up, what would it likely be?

Thanks
Z

On Mon, Apr 2, 2018 at 5:57 PM, Jeremy R. Geeo <jeremy.geeo@gmail.com> wrote:
Hey Zach -

I'm not sure what you need here.

If you have more details on where it's needed it might help.

Sometimes cell phone carriers use them to verify ports; but that shouldn't apply here. Just use the last of the phone numbers.

Otherwise, send over where you're running into an issue and I'll try to assist if I can.

- Jeremy

On Mon, Apr 2, 2018, 5:05 PM Zach <zmann7@gmail.com> wrote:
Hey Jeremy, what is the Phonehost PIN #?

Thanks
Zach