

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

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	Case No. TC-2020-0333
)	
CenturyTel of Missouri, LLC,)	
d/b/a CenturyLink,)	
)	
Respondent.)	

ANSWER OF CENTURYTEL OF MISSOURI, LLC, D/B/A CENTURYLINK

COMES NOW CenturyTel of Missouri, LLC, d/b/a CenturyLink (“CenturyLink”), pursuant to 20 CSR 4240-2.070(9) and the Missouri Public Service Commission’s (“Commission”) Order Giving Notice of Contested Case and Directed Filing issued April 22, 2020, in the above-referenced matter, and submits the following Answer to the Complaint filed by Socket Telecom, LLC (“Socket”).

Except as specifically admitted herein, CenturyLink denies each and every allegation, averment, and statement in the Complaint.

1. CenturyLink is without sufficient information to form a belief as to the allegations contained in paragraph 1 of the Complaint and, therefore, denies same.

2. Paragraph 2 contains information regarding the person to whom inquiries, correspondence, communications, etc., relating to this matter should be directed and is not an allegation of fact and, therefore, no answer is required.

3. CenturyLink admits the allegations contained in paragraph 3 of the Complaint.

4. CenturyLink admits the allegations contained in paragraph 4 of the Complaint.

5. Paragraph 5 contains no allegations of fact, but rather assertions of law, and, therefore, no answer is required. Nevertheless, CenturyLink admits that the Commission has general jurisdiction over both Socket and CenturyLink pursuant to Chapters 386 and 392, RSMo. In addition, CenturyLink admits the Commission has jurisdiction to arbitrate disputes pursuant to Section 386.230, RSMo., and resolve complaints pursuant to Sections 386.330, 386.390, and 386.400, RSMo. CenturyLink also admits that the Commission has jurisdiction to approve Interconnection Agreements (“ICAs”) pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 (“Act”) and the power to interpret and enforce approved ICAs.

6. CenturyLink admits that it has agreed to arbitrate its ICA dispute(s) with Socket before the Commission. The remainder of paragraph 6 does not contain allegations of fact, but rather assertions of law, and, therefore, no answer is required.

7. CenturyLink admits that it and Socket are competitors and operate under an Interconnection Agreement that was approved by the Commission and became effective on October 13, 2006, in Case No. TO-2006-0299. Furthermore, CenturyLink has no objection to the Commission taking notice of this ICA, including amendments thereto approved by the Commission, and related Orders and proceedings which are contained in the Commission’s files relating to this ICA.

8. CenturyLink denies that it has breached the parties’ ICA.

- a. CenturyLink denies that it owes \$34,000.00 in performance measure penalties and, therefore, denies the accuracy of the amounts contained in Exhibit A to the Complaint.

- b. (i) CenturyLink denies that it has changed its business practice and refused to accept dark fiber inquiries from Socket as permitted by the ICA and that it has provided incomplete responses to same.
- (ii) CenturyLink denies that it has failed to recognize wire centers on the list from the FCC's Broadband Data Services Order as wire centers eligible for dark fiber inquiries and subsequent service orders.
- (iii) CenturyLink denies that it has changed its business practice and stopped recognizing certain wire centers as eligible for dark fiber inquiries and service orders.
- c. CenturyLink admits that for a period of time it did not charge Socket for "entrance facilities" even though those charges are authorized by the ICA. That was a billing error on CenturyLink's part. CenturyLink corrected that billing error and began charging Socket entrance facilities as it is permitted to do so under the ICA.

9. CenturyLink admits that Socket timely invoked the dispute resolution provisions of the ICA regarding the above-listed issues and that it has been more than 30 days since Socket invoked these provisions. CenturyLink further admits that its negotiations with Socket have not fully resolved the issues and, as indicated above, it is willing to arbitrate those issues pursuant to Article III Section 18 of the ICA and Section 386.230, RSMo.

10. CenturyLink denies that its actions have breached or violated the terms of the ICA.

11. CenturyLink is without sufficient information to form a belief as to the allegations contained in paragraph 11 and, therefore, denies same.

WHEREFORE, having fully answered, CenturyLink respectfully requests the Commission to establish a procedural schedule that includes, among other things, the filing of prepared testimony and an evidentiary hearing in order to resolve this arbitration and, after consideration of all the evidence, find that CenturyLink has not breached or violated the Interconnection Agreement and Socket is not entitled to the relief it seeks.

Respectfully submitted,

Brydon, Swearngen & England, P.C.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was delivered by first class mail, electronic mail or hand delivery, on this 22nd day of May, 2020, to the following parties:

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