

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Socket Telecom, LLC,	)	
	)	
Complainant	)	
	)	<u>File No. TC-2020-0333</u>
v.	)	
	)	
CenturyTel of Missouri, LLC d/b/a Centurylink,	)	
	)	
Respondent.	)	

ORDER GIVING NOTICE OF CONTESTED CASE AND DIRECTING FILING

Issue Date: April 22, 2020

Effective Date: April 22, 2020

On April 21, 2020, Socket Telecom, LLC (Socket) filed a complaint against CenturyTel of Missouri, LLC d/b/a CenturyLink (CenturyLink) a copy of which accompanies this order and notice. This is a contested case¹ pursuant to Section 386.390, RSMo.

As required by Section 536.067(2)(f), RSMo, the Commission informs the parties that the Commission's provisions governing procedures before the Commission, including provisions relating to discovery, are found at Commission rule 20 CSR 4240-2.090. Additionally, under Commission rule 20 CSR 4240-2.070 (8),(9), and (10), CenturyLink has 30 days from the date of this notice to file an answer to the complaint, or risk the allegations being deemed admitted and the Commission issuing a default order.

¹ A "[c]ontested case" means a proceeding before an agency in which legal rights, duties or privileges of specific parties are required by law to be determined after hearing." Section 536.010.4, RSMo.

THE COMMISSION ORDERS THAT:

1. CenturyLink shall file an answer to the complaint no later than May 22, 2020.

2. The Commission's Data Center shall send, by certified mail, a copy of this notice and order and a copy of the Staff of the Commission's complaint to:

CenturyTel of Missouri, LLC d/b/a CenturyLink
Legal Department
100 CenturyLink Drive
Monroe, LA 71203

3. This order is effective when issued.



BY THE COMMISSION

A handwritten signature in dark ink that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Nancy Dippell, Senior Regulatory Law Judge,
by delegation of authority pursuant to
Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri,
on this 22nd day of April, 2020.

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,	)	
	)	
Complainant,	)	
	)	
v.	)	File No. _____
	)	
CenturyTel of Missouri, LLC dba	)	
CenturyLink	)	
	)	
Respondent.	)	

COMPLAINT AND ARBITRATION DEMAND

COMES NOW Socket Telecom, LLC (Socket), pursuant to Sections 386.040, 386.230, 386.250, 386.320.1, 386.330, 386.390, 386.400, 392.400.6 RSMo., and 20 CSR 4240-2.070 and 2.080, 47 USC 251 and 252 and related federal regulations, and Article III, Section 18, of the interconnection agreement described below, and for its Complaint and Arbitration Demand against CenturyTel of Missouri, LLC d/b/a CenturyLink (“CenturyLink”) regarding CenturyLink’s violation and breach of said interconnection agreement, states as follows to the Commission:

1. Socket is a certificated competitive local exchange company in the State of Missouri. Socket is a Missouri limited liability company in good standing, with its principal place of business located at 2703 Clark Avenue, Columbia, Missouri 65202 and it can be reached as follows: telephone – 573-777-1991 (ext. 551) and facsimile – 573-441-1050, email: rmkohly@sockettelecom.com. Socket is an authorized provider of intrastate switched and non-switched local exchange and interexchange

telecommunications services in Missouri under certificates granted and tariffs approved by the Commission. Socket is also an authorized provider of interstate telecommunications services in Missouri under the jurisdiction of the Federal Communications Commission.

2. All inquiries, correspondence, communications, pleadings, notices, orders, and decisions relating to this matter should be directed to:

Carl J. Lumley, #32869
Curtis, Heinz, Garrett & O’Keefe, PC
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
Telephone: (314) 725-8788
Facsimile: (314) 725-8789
Email: clumley@chgolaw.com

3. CenturyTel of Missouri, LLC d/b/a CenturyLink is a limited liability company organized and existing under the laws of the State of Louisiana and authorized to conduct business in the State of Missouri. It is a public utility subject to the jurisdiction of the Commission and provides telecommunications services in its service areas within the State of Missouri under authority granted and tariffs approved by the Commission.

4. CenturyLink’s principal place of business is located at 100 CenturyLink Drive, Monroe LA 71203.

5. The Commission has general jurisdiction over both Socket and CenturyLink as telecommunications companies and their telecommunications facilities, including pursuant to Section 386.250 RSMo., and including all powers necessary or proper to enable it to carry out fully and effectually all its regulatory purposes as provided in Section 386.040. The Commission has jurisdiction to supervise CenturyLink and its facilities pursuant to Section 386.320 RSMo. The Commission has jurisdiction to

arbitrate disputes pursuant to Section 386.230 and to resolve complaints regarding unlawful conduct by telecommunications companies, such as this one against CenturyLink, pursuant to Sections 386.330, 386.390, 386.400, 392.400.6 R.S.Mo. The Commission has jurisdiction over this controversy pursuant to its grant of authority under § 252(e)(1) of the Act to approve negotiated or arbitrated interconnection agreements. This grant of authority to the Commission necessarily includes the power to interpret and enforce approved interconnection agreements. *See Southwestern Bell Telephone Co. v. Connect Communications Corp.*, 225 F.3d 942, 946-47 (8th Cir. 2000); *Big River Telephone Company, LLC v. Southwestern Bell Telephone*, 440 SW3d 503, 510 (Mo App 2014).

6. Socket is entitled to seek relief on its Complaint and Arbitration Demand before the Commission under Article III, Section 18 of the parties' ICA, which governs dispute resolution and provides for arbitration before the Commission, a copy of which is attached hereto and incorporated herein by reference. Socket and CenturyLink have agreed to arbitration of these issues by the Commission.

7. Socket and CenturyLink are competitors and operate under an interconnection agreement (ICA) that was arbitrated and approved by the Commission and became effective on October 13, 2006 in Case No. TO-2006-0299. The Commission should take notice of the current ICA including amendments thereto approved by the Commission and its related orders and proceedings which are contained in its files and incorporated herein by this reference.

8. CenturyLink has breached the parties' ICA in the following respects:

A. It has failed to pay penalties for not meeting its Performance Measure obligations. For 2017-2019 the amount due is \$34,661.75. Penalties continue to accrue in 2020. (See Exhibit A incorporated herein by reference).

B. i. It changed its business practice and stopped allowing Socket to submit dark fiber inquiries unless a collocation arrangement existed or a collocation application was pending as well as a dark fiber Access Service Request. Since the commencement of dispute resolution, it has accepted such inquiries on an “informal” basis and provided incomplete responses, but as yet this issue has not been fully resolved and CenturyLink continues to force Socket to incur the expense of establishing a collocation without first receiving a complete response as to the availability of the dark fiber needed to make use of the collocation. (See Exhibit B incorporated herein by reference).

ii. It 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. Since the commencement of dispute resolution, it has allowed such inquiries and responded, but as yet there is no formal documentation of resolution of this issue. (See Exhibit B).

iii. It changed its business practice and stopped recognizing wire centers as eligible for dark fiber inquiries and service orders, exemplified by its continuing refusal for Harrisburg, (See Exhibit B).

C. It changed its business practice and has attempted to charge Socket for non-existent “entrance facilities”. (See Exhibit C incorporated herein by reference).

9. Socket timely invoked the dispute resolution provisions of the ICA regarding the aforesaid issues. It has been more than 30 days since Socket invoked these provisions

and except as otherwise stated above the parties' negotiations have not resolved the issues. Socket demands arbitration pursuant to Article III Section 18 of the ICA and Section 386.230 RSMo, including issues that remain contested and confirmation of the informal resolutions described above.

10. CenturyLink's aforesaid actions breach and violate the terms of the ICA, including as amended, which was approved by Commission orders. Accordingly, such violations also come within the Commission's statutory jurisdiction over telecommunications companies and complaints pertaining thereto.

11. Pursuant to 20 CSR 4240-4.017, Socket confirms that there has not been any communication regarding the substantive issues likely to be addressed in this case between it or its representatives and the Commission in the 60 days preceding the filing hereof.

WHEREFORE, Socket prays the Commission to:

1. Serve this Complaint and Arbitration Demand and its notice upon CenturyLink, directing it to answer;
2. Promptly set a prehearing conference and a deadline to file a procedural schedule;
3. Proceed to hearing on the matters described herein;
4. Determine that CenturyLink owes penalties for performance failures, is required to respond to dark fiber inquiries and subsequent service requests and is not entitled to charge for non-existent entrance facilities, as described above.
5. Grant such other and further relief to Socket as the Commission deems just and proper.

Respectfully submitted,

CURTIS, HEINZ,
GARRETT & O'KEEFE, P.C.

/s/ Carl J. Lumley
Carl J. Lumley, #32869
130 S. Bemiston, Suite 200
Clayton, Missouri 63105
(314) 725-8788
(314) 725-8789 (FAX)
clumley@lawfirmemail.com

Attorneys for Socket Telecom, LLC

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing document was emailed this 21st day of April 2020, to the persons listed below service list.

/s/ Carl J. Lumley

Missouri Public Service Commission
Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounservice@psc.mo.go

Office of the Public Counsel
Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov

FINAL CONFORMING (filed 9/15/06)

FILED³

SEP 15 2006

Missouri Public
Service Commission

INTERCONNECTION AGREEMENT

BETWEEN

CENTURYTEL OF MISSOURI, LLC

AND

SOCKET TELECOM, LLC

016079.00010:975586.03

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

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FINAL CONFORMING

18.0 DISPUTE RESOLUTION

18.1 Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

Upon written notice from either Party initiating the dispute resolution process, each Party will appoint a knowledgeable, responsible and empowered representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives, except that the Parties' representatives will hold an initial discussion within ten (10) days of the written request initiating the dispute resolution process. Written requests may be provided via electronic mail followed by registered mail to the contacts listed in this Agreement.

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

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18.3 Arbitration.

If the negotiations do not resolve the dispute within thirty (30) days of the initial written request, the dispute shall be submitted to binding arbitration. The Parties may mutually agree to postpone submitting the dispute to binding arbitration. At the election of either Party, arbitration shall be before the Commission, FCC, or court of competent jurisdiction. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable. Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the Agreement.

- (a) A Party may demand arbitration in accordance with the procedures set out in the AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of the other Party on subject areas identified in advance, and the other Party shall produce the appropriate individuals to respond. Additional discovery may be permitted upon mutual agreement of the Parties or order of the arbitrator. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city or as determined by the arbitrator. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.
- (b) Judgment upon the award rendered by the arbitrator, whether it is the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction.

18.4 Expedited Resolution Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects or threaten to materially affect service to either Party's end-user customers or the ability of one Party to provide service to an end-user customer, the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration, or at the election of either, directly to the Commission, FCC, or court shall be five (5) Business Days. Once such a service-affecting dispute is submitted to arbitration, and

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

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if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (*i.e.*, rules 53 through 57). Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the agreement.

18.5 Costs.

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees for any arbitration unless otherwise ordered by the arbitrator.

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement. If, upon resolution of any dispute hereunder, it is determined that the billed Party owes payment, such Party shall make payment to the billing Party together with any late payment charges under Article III, Section 9.6, from the original payment due date. If it is determined that the billed Party owes no payment, then the billing Party shall credit such disputed Unpaid Charges, including any late payment charges assessed.

19.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein, including attachments, exhibits and/or amendments.

20.0 EXPENSES

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

21.0 FORCE MAJEURE

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including

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

PETITION OF SOCKET TELECOM, LLC FOR	)	
COMPULSORY ARBITRATION OF	)	
INTERCONNECTION AGREEMENTS WITH	)	
CENTURYTEL OF MISSOURI, LLC AND	)	
SPECTRA COMMUNICATIONS GROUP, LLC	)	CASE NO. TO-2006-0299
PURSUANT TO SECTION 252(b)(1) OF THE	)	
TELECOMMUNICATIONS ACT OF 1996	)	

FILING MEMORANDUM

COME NOW CenturyTel of Missouri, LLC and Spectra Communications Group, LLC (collectively, "CenturyTel"), pursuant to Commission Rule 4 CSR 240-2.080 and in accordance with the Notice of Filing of Conformed Agreements filed in this matter on September 15, 2006, respectfully file herewith on behalf of the parties the attached executed signature pages to both conformed agreements.

Respectfully submitted,

FISCHER & DORITY, P.C.

/s/ Larry W. Dority

Larry W. Dority, #25617

FISCHER & DORITY, P.C.

101 Madison, Suite 400

Jefferson City, Missouri 65101

(573) 636-6758 Telephone

(573) 636-0383 Facsimile

lwdority@sprintmail.com

HUGHES & LUCE, LLP

/s/ David F. Brown (by Larry W. Dority)

David F. Brown

Texas State Bar No. 03108700

Hughes & Luce LLP

111 Congress Avenue, Suite 900

Austin, TX 78701

(512) 482-6867 Telephone

(512) 482-6859 Facsimile

david.brown@hughesluce.com

Floyd R. Hartley, Jr.

Texas State Bar No. 00798242

Gavin E. Hill

Texas State Bar No. 0079675

Hughes & Luce LLP

1717 Main Street, Suite 2800

Dallas, TX 75201

(214) 939-5500 Telephone

(214) 939-5849 Facsimile

fhartley@hughesluce.com

gavin.hill@hughesluce.com

**ATTORNEYS FOR CENTURYTEL OF
MISSOURI, LLC AND SPECTRA
COMMUNICATIONS GROUP, LLC**

CERTIFICATE OF SERVICE

I hereby certify that the undersigned has caused a complete copy of the attached document to be electronically filed and served on the Commission's Office of General Counsel at (gencounsel@psc.mo.gov), the Office of the Public Counsel at (opcservice@ded.mo.gov), and counsel for Socket Telecom, LLC at (clumley@lawfirmemail.com); lcurtis@lawfirmemail.com; and b.magness@phonelaw.com) on this 19th day of September 2006.

/s/ Larry W. Dority

Larry Dority

CenturyTel/Socket Signature Page
FINAL CONFORMING

Socket Telecom, L.L.C.

CenturyTel of Missouri, L.L.C.

Signature: R. Mathew Kohly

R. Mathew Kohly
Director

Signature: Jeffrey A. Stover

Date: 9/14/06

Date: 9/18/06

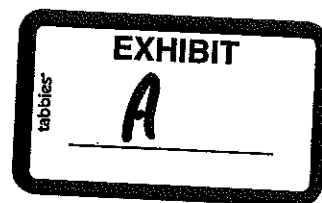
Socket and CenturyTel are parties to a telecommunications Interconnection Agreement (ICA) dated 2006, on filed with and approved by the Missouri Public Service Commission pursuant to federal law.

Article III General Provisions Section 18 addresses Dispute Resolution. (See ICA excerpt filed with this arbitration demand).

CenturyTel has breached the ICA in the following respects:

- A. It has failed to pay penalties for not meeting its Performance Measure obligations. For 2017-2019 the amount due is \$34,661.75. Penalties continue to accrue in 2020. (See Exhibit A).
- B. 1. It failed to allow Socket to submit dark fiber inquiries unless a collocation arrangement existed or a collocation application was pending as well as a dark fiber Access Service Request. Since the commencement of dispute resolution, it has allowed such inquiries and responded, but as yet there is no formal documentation of resolution of this issue. (See Exhibit B).
- 2. It 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 orders. Since the commencement of dispute resolution, it has allowed such inquiries and responded, but as yet there is no formal documentation of resolution of this issue. (See Exhibit B).
- 3. It has failed to recognize additional wire centers as eligible for dark fiber inquiries and orders, exemplified by its continued refusal for Harrisburg, (See Exhibit B).
- C. It has attempted to charge Socket for non-existent "entrance facilities". (See Exhibit C).

Socket timely invoked the dispute resolution provisions of the ICA regarding the aforesaid issues. It has been more than 30 days since Socket invoked these provisions and except as otherwise stated above the parties' negotiations have not resolved the issues. Socket demands arbitration before AAA pursuant to Article III Section 18 of the ICA, including issues that remain contested and confirmation of the informal resolutions described above.





2703 Clark Lane • Columbia, MO 65202
voice: (573) 817-0000 • fax: (573) 441-1050
www.socket.net • 1-800-SOCKET-3

February 24, 2020

CenturyLink
Attention: Carrier Relations
100 CenturyLink Drive
Monroe, LA 71203

Dear Carrier Relations:

Pursuant to Section 3, Paragraph 18.0, of the Interconnection Agreement ("ICA") between CenturyLink and Socket Telecom, LLC ("Socket"), Socket submits this Informal Dispute ("Dispute") related to CenturyLink's failure pay penalties for not meeting its Performance Measure ("PM") obligation set out in Article 15 of the Interconnection Agreement ("ICA") between the two companies. For CenturyLink's performance under five PMs monitored by Socket since November of 2017, Socket has billed CenturyLink for its failure to meet its performance obligations for those measures.¹

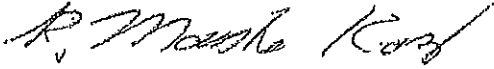
Each invoice was timely billed and included very detailed documentation setting out Socket's calculations. For some months, CenturyLink timely disputed Socket's calculations but acknowledged it owed payment for at least a portion of the penalties. In other instances, CenturyLink failed to dispute Socket's calculations under the terms of the ICA and owes Socket for the entire amount billed by Socket. Despite this, CenturyLink has failed to make payment to Socket for any amount, including the amounts it did not dispute. These amounts are set out in Attachment A. A more detailed spreadsheet showing billed amounts, undisputed amounts, and the actual performance measure tracking detail will be provided electronically.

Article III, Section 18.2 requires the Parties to have an initial discussion within 10 days of this written request initiating the Dispute. For that initial discussion, I will serve as Socket's official representative. Please identify CenturyLink's official representative so we can schedule this initial discussion.

¹ Socket does not waive its right to begin reviewing and, where appropriate assessing CenturyLink for its performance under additional PMs.

If this Dispute is not resolved within 30 days, Socket intends to pursue resolution under the formal dispute process set forth in the Section 18 of the ICA unless mutually agreed otherwise.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Matthew Kohly". The signature is fluid and cursive, with the first name "R." and last name "Kohly" clearly distinguishable.

R. Matthew Kohly

Copy to:

Susan Smith

Michael Snell (via email)

Jeff Milligan (via email)

Klm Povlrik (via email)

Year	Month	Socket	CenturyTel
2017	November	\$475.02	\$271.44
2017	December	\$405.18	\$157.57
2018	January	\$1,080.76	\$502.01
2018	February	\$624.26	\$312.13
2018	March	\$679.20	\$226.40
2018	April	\$1,125.69	\$0.00
2018	May	\$2,927.95	\$2,927.95 *
2018	June	\$1,414.13	\$248.38
2018	July	\$1,410.20	\$272.16
2018	August	\$1,048.34	\$866.02
2018	September	\$637.56	\$387.09
2018	October	\$567.75	\$295.23
2018	November	\$1,559.01	\$751.98
2018	December	\$596.37	\$204.57
2019	January	\$1,287.68	\$318.50
2019	February	\$1,061.43	\$1,061.43 *
2019	March	\$649.89	\$649.89 *
2019	April	\$784.35	\$784.35 *
2019	May	\$943.00	\$322.00
2019	June	\$1,665.20	\$1,254.40
2019	July	\$1,078.08	\$471.66
2019	August	\$7,733.12	\$1,101.52
2019	September	\$1,379.21	\$1,379.21 *
2019	October	\$1,672.40	\$1,672.40 *
2019	November	\$750.04	\$375.02
2019	December	\$1,105.93	

Totals

	Socket	CenturyTel
2017	\$880.20	\$429.01
2018	\$13,671.22	\$6,993.92
2019	\$20,110.33	\$9,390.38



From: Matt Kohly <rmkohly@sockettelecom.com>
Sent: Tuesday, March 31, 2020 3:45 PM
To: 'Boudhaouia, Abdennaceur Jamal'
Cc: 'Smith, Susan'; 'Albritton, Trey E'
Subject: RE: Dark Fiber Inquiry

I think we need to reconvene on Harrisburg.

I have pointed these definitions out before but want to one more time along with showing how CTCL's circuit requirements are consistent with these definitions and why CTCL must respond to Socket's dark fiber inquiry.

Article III, has the following definitions:

Central Office (CO) - A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.

The interconnection agreement states the following:

Article VII, 5.3.1- "CenturyTel will offer UNE Dedicated Transport Dark Fiber to Socket when Socket has collocation space in each CenturyTel Central Office where the requested UNE Dedicated Transport Dark Fiber(s) terminates."

"Dedicated Transport" is defined as an Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated CenturyTel Central Offices. Dedicated Transport may only extend between two CenturyTel Central Offices.

Socket has an active circuit from Columbia Main to a customer served through the Harrisburg Central Office. We were required to order that circuit as an EEL – a combination of Dedicated Transport and Loop Loops. The circuit ID is EEL DS1 - CLMAMOX - 27/HCFS/122920//CTMO/.

This obviously means CTCL treats the Harrisburg office as a Central Office since Socket was required to purchase UNE Dedicated Transport to reach it. Since Dedicated Transport was required to connect the Columbia Main Central Office and the Harrisburg Central Office, dark fiber must also be offered if the routes meet capacity requirements. This is also consistent with how CTCL has operating in Columbia exchange for years.

Can we please get this dispute put behind us and let us move forward with a dark fiber inquiry?

Thanks,

Matt Kohly
Socket Telecom, LLC

Carl Lumley

From: Carl Lumley
Sent: Wednesday, February 12, 2020 4:23 PM
To: jeff.nodland@centurylink.com
Subject: Socket issues
Attachments: CenturyLink_BDS_SWC_Designations(1).pdf; Notice of Dispute w Attachment 2018-12-06.pdf

As just discussed, this is the list of issues I have been asked to address, with Socket's position stated

Look forward to discussing with you on Tuesday at 3:30 central

And if necessary we can talk under the umbrella of settlement

1. Is it necessary for Socket to have established a collocation arrangement prior to submitting a dark fiber inquiry?
 - a. No. There is nothing in the ICA that requires this.
2. Is it necessary for Socket to have applied for a collocation, paid the non-recurring engineering fee, and received a price quote prior to submitting a dark fiber inquiry?
 - a. No. There is nothing in the ICA that requires this. (Note Socket does not dispute the need to either have collocation or be in process of getting it in order to order/request dark fiber as the next step after an inquiry)
3. What constitutes a Wire Center for purposes of ordering dark fiber?
 - a. Any wire center listed in the attached list of wirecenters from the FCC's Broadband Data Services Order constitutes a wirecenter for purposes of purchasing dark fiber.
 - i. For example this would include, but is not limited to:
 1. Ashland (CLMAMO-ASLDMO)
 2. Waynesville (ROLLMO-WYVLMO)
 3. St Roberts (ROLLMO-STRBMO)
 - b. Based upon the definitions in the ICA and the prior settlement related to Socket's purchase of Sub Loop and Loops billing in the Columbia, Missouri-area Central Offices and dark fiber, there are additional wirecenters where it is permitted for Socket to purchase dark fiber between wirecenters within an exchange
 - i. Article 2, Definitions, Section 1.15 - Central Office (CO) - A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.
 - ii. Article 2, Definitions, Section 1.132 - Wire Center - A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are hosted.
 - iii. Article 2, Definitions, Section 1.15 - Central Office (CO) - A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.
 - iv. Article 2, Definitions, Section 1.132 - Wire Center - A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in

which one or more Central Offices, used for the provision of exchange services and access services, are hosted.

v. Article 7, Section 4.2 - A local loop is a transmission facility between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an end user customer's premise.

vi. Article 7, UNE, Section 5.3.1 - UNE Dedicated Transport Dark Fiber is defined as CenturyTel dark fiber interoffice transmission facilities dedicated to Socket that are within CenturyTel's network, connecting CenturyTel switches or wire centers within a LATA.

vii. Article 18 - XDSL, Section 2.1.1 - For purposes of this Article, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a Central Office and the loop demarcation point at an end user customer premises, that may be conditioned at Socket's request, in order for Socket to provide xDSL-based services over such loop.

viii. For example, this would include routes between switches or wirecenters where Socket is currently or has previously purchased dark fiber such as

1. CLMAMOXR (Rock Bridge) - CLMAMOXH (Highlands)
2. CLMAMOXA (Columbia Main) - CLMAMOXE (Columbia East)
3. CLMAMOXR (Rock Bridge) - CLMAMOXI (Ice Chalet)
4. Each office listed on the end of the route constitutes as wirecenter or switch. Socket is purchasing xDSL-capable loops from these offices.

ix. This would also include routes in the Columbia exchange where Socket is trying to submit a dark fiber inquiry such as:

1. CLMAMOXB (Columbia West) and (HRBGMO) Harrisburg
2. Both ends of this route are switches or wirecenters for purposes of purchasing dark fiber.

4. If these offices are deemed not to be wirecenters and Socket is not allowed to purchase dark fiber between them, would it be appropriate for the xDSL-capable loops that Socket is currently purchasing to be reclassified as xDSL-capable subloops?

1. Yes. See definition below:

2. Article 18 - XDSL, Section 2.1.1 - For purposes of this Article, an "xDSL Loop" is defined as a 2-wire or 4-wire copper local loop transmission facility between a distribution frame (or its equivalent) in a Central Office and the loop demarcation point at an end user customer premises, that may be conditioned at Socket's request, in order for Socket to provide xDSL-based services over such loop.

3. Article 18, xDSL, Section 2.1.2 - xDSL Subloop" is defined as any distribution portion of a 2-wire or 4-wire copper loop that is comprised entirely of copper wire or copper cable, that acts as a transmission facility between any distribution point of technically feasible access in CenturyTel's outside plant and the demarcation point at an end-user customer premise, that may be conditioned at Socket's request in order for Socket to provide xDSL-based services over such subloop.

4. Under these definitions, if the loop transmission facility does not originate in a wirecenter, it must be a subloop.

4. Is Socket purchasing Entrance Facilities from CenturyLink for purposes of interconnection in LATA 520 and LATA 521

1. No. CenturyLink has provided no basis for these charges. Please see the Notice of Dispute.

The FCC released the Business Data Services (BDS) Report and Order on April 28, 2017, the BDS Order was effective on August 1, 2017. On May 15, 2017, the Wireline Competition Bureau (WCB) issued a Public Notice announcing the public release of lists of counties where lower speed DS1 and DS3 end user channel terminations and certain other lower speed TDM-based business data services provided by price cap incumbent local exchange carriers were deemed competitive, non-competitive, or grandfathered pursuant to the BDS Order.

Following are the CenturyLink Serving Wire Center (SWC) assignments for competitive and non-competitive based on the county designations as provided by the WCB. A SWC with Phase II Pricing Flexibility for the End User Channel Termination will be listed as competitive. Grandfathered areas will also be listed here as competitive.

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	MI	ALNSMIXJ	Competitive	Alanson
CLOC #1	MI	AUGRMIXJ	Non Competitive	Au Gres
CLOC #1	MI	BNFLMIXI	Competitive	Boyne Falls
CLOC #1	MI	BRCLMIXI	Competitive	Borculo
CLOC #1	MI	BRLKMIXI	Competitive	Bear Lake
CLOC #1	MI	BRNTMIXI	Competitive	Brant
CLOC #1	MI	BRTSMIXI	Competitive	Brutus
CLOC #1	MI	CAROMIXI	Competitive	Caro
CLOC #1	MI	CEDRMIXI	Competitive	Cedar
CLOC #1	MI	CHLKMIXI	Competitive	Chippewa Lake
CLOC #1	MI	CHSNMIXI	Competitive	Chesaning
CLOC #1	MI	CRYSMIXI	Competitive	Crystal
CLOC #1	MI	EMIRMIXJ	Competitive	Elmira
CLOC #1	MI	EMPRMIXI	Competitive	Empire
CLOC #1	MI	GDRCMIXJ	Competitive	Goodrich
CLOC #1	MI	GLARMIXI	Competitive	Glen Arbor
CLOC #1	MI	GLNEMIXI	Non Competitive	Glennie
CLOC #1	MI	HALEMIXA	Competitive	Hale
CLOC #1	MI	HOLYMIXI	Non Competitive	Hadley
CLOC #1	MI	HNORMIXI	Competitive	Honor
CLOC #1	MI	HOPEMIXI	Competitive	Hope
CLOC #1	MI	KNDEMIXI	Non Competitive	Kinde
CLOC #1	MI	LKANMIXI	Competitive	Lake Ann
CLOC #1	MI	LKCYMIXI	Non Competitive	Lake City
CLOC #1	MI	LTFDMIXJ	Competitive	Litchfield
CLOC #1	MI	LVRGMIXI	Competitive	Levering
CLOC #1	MI	MCSTMIXI	Competitive	Mecosta
CLOC #1	MI	MRLTMIXI	Non Competitive	Marlette
CLOC #1	MI	MRRTMIXI	Non Competitive	Merritt
CLOC #1	MI	MSHVMIXI	Competitive	Mosherville
CLOC #1	MI	MSTWMIXI	Non Competitive	Moorestown
CLOC #1	MI	MTRSMIXI	Competitive	Montrose
CLOC #1	MI	NLTHMIXJ	Competitive	New Lothrop
CLOC #1	MI	NWPTMIXI	Competitive	Newport
CLOC #1	MI	OMERMIXJ	Non Competitive	Omer
CLOC #1	MI	ORLNMIXI	Competitive	Orleans
CLOC #1	MI	PINCMIXJ	Competitive	Pinconning
CLOC #1	MI	PTASMIXI	Non Competitive	Port Austin
CLOC #1	MI	PTHPMIXI	Non Competitive	Port Hope

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	MI	SLKHMIXI	Competitive	Sand Lake Heights
CLOC #1	MI	SNFDMIXI	Competitive	Sunfield
CLOC #1	MI	STBYMIXI	Competitive	Suttons Bay
CLOC #1	MI	SXLSMIXI	Competitive	Sixty Lakes
CLOC #1	MI	VCVLMIXI	Competitive	Vickeryville
CLOC #1	MI	WHMRMIXI	Competitive	Whittemore
CLOC #1	MO	AMZNMIXI	Competitive	Amazonia
CLOC #1	MO	ANNPMIXI	Competitive	Annapolls
CLOC #1	MO	ARCLMOXA	Competitive	Arcola
CLOC #1	MO	AURRMIXI	Non Competitive	Aurora
CLOC #1	MO	AVCYMOXA	Competitive	Avenue City
CLOC #1	MO	AVLLMOXA	Competitive	Avilla
CLOC #1	MO	BCTRMIXI	Non Competitive	Birch Tree
CLOC #1	MO	BLCKMOXA	Competitive	Bolckow
CLOC #1	MO	BLGRMOXA	Non Competitive	Belgrade
CLOC #1	MO	BLVWMOXA	Competitive	Bellevue
CLOC #1	MO	BNGHMIXI	Non Competitive	Bronaugh
CLOC #1	MO	BNKRMIXI	Non Competitive	Bunker
CLOC #1	MO	BOSSMOXA	Non Competitive	Boss
CLOC #1	MO	BRWKMOXA	Non Competitive	Brunswick
CLOC #1	MO	BRYMMIXI	Competitive	Braymer
CLOC #1	MO	CLDNMOXA	Non Competitive	Caledonia
CLOC #1	MO	CLNCMOXA	Competitive	Clarence
CLOC #1	MO	CLNSMOXA	Non Competitive	Collins
CLOC #1	MO	CMRNMIXI	Competitive	Cameron
CLOC #1	MO	CNCRMOXA	Non Competitive	Concordia
CLOC #1	MO	CNTNMIXI	Competitive	Canton
CLOC #1	MO	CNVLMIXI	Non Competitive	Centerville
CLOC #1	MO	CSBYMOXA	Competitive	Cosby
CLOC #1	MO	CSDLMOXA	Competitive	Clarksdale
CLOC #1	MO	DDVLMIXI	Competitive	Dadeville
CLOC #1	MO	DLTNMOXA	Non Competitive	Dalton
CLOC #1	MO	EDSPMOXA	Non Competitive	El Dorado Springs
CLOC #1	MO	EGSPMOXA	Non Competitive	Edgar Springs
CLOC #1	MO	ELSNMOXA	Non Competitive	Ellsinore
CLOC #1	MO	EMERMIXI	Competitive	Elmer
CLOC #1	MO	EMNNMOXA	Non Competitive	Eminence
CLOC #1	MO	ESTNMIXI	Competitive	Easton
CLOC #1	MO	EVTNMIXI	Competitive	Everton
CLOC #1	MO	EWNGMOXA	Competitive	Ewing
CLOC #1	MO	FLMRMOXA	Competitive	Fillmore
CLOC #1	MO	FRMTMOXA	Non Competitive	Fremont
CLOC #1	MO	GDCYMOXA	Non Competitive	Golden City
CLOC #1	MO	GNFDMIXI	Competitive	Greenfield
CLOC #1	MO	GORNMOXA	Non Competitive	Gorin
CLOC #1	MO	GOWRMIXI	Competitive	Gower
CLOC #1	MO	GVSPMOXA	Non Competitive	Grovespring
CLOC #1	MO	HLNAMIXI	Competitive	Helena
CLOC #1	MO	HMTNMIXI	Competitive	Hamilton
CLOC #1	MO	HMVLMOXA	Non Competitive	Humansville
CLOC #1	MO	HNWLMOXA	Competitive	Hunnewell

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	MO	HSTNMOXA	Non Competitive	Houston
CLOC #1	MO	HTVLMOX	Non Competitive	Hartville
CLOC #1	MO	IRDLMOXA	Non Competitive	Irondale
CLOC #1	MO	IRTNMOXA	Competitive	Ironton
CLOC #1	MO	JRSPMOXA	Non Competitive	Jerico Springs
CLOC #1	MO	KAHKMOXA	Competitive	Kahoka
CLOC #1	MO	KDDRMoxA	Competitive	Kidder
CLOC #1	MO	KGTNMOXA	Competitive	Kingston
CLOC #1	MO	KTVLMOX	Non Competitive	Keytesville
CLOC #1	MO	LBLLMOXA	Competitive	La Belle
CLOC #1	MO	LCNGMOXA	Non Competitive	Licking
CLOC #1	MO	LDDNMOXA	Competitive	Ladsonia
CLOC #1	MO	LGRNMOXA	Competitive	La Grange
CLOC #1	MO	LPLTMOXA	Competitive	La Plata
CLOC #1	MO	LSVLMOX	Non Competitive	Lesterville
CLOC #1	MO	LWCYMOXA	Non Competitive	Lowry City
CLOC #1	MO	LWSNMOXA	Competitive	Lawson
CLOC #1	MO	LWTWMOXA	Competitive	Lewistown
CLOC #1	MO	MACNMOXA	Competitive	Macon
CLOC #1	MO	MILOMOXA	Non Competitive	Milo
CLOC #1	MO	MNCYMOXA	Competitive	Monroe City
CLOC #1	MO	MNESMOXA	Non Competitive	Manes
CLOC #1	MO	MNTIMOX	Competitive	Monticello
CLOC #1	MO	MNTKMOXA	Non Competitive	Montauk
CLOC #1	MO	MTGVMOXA	Non Competitive	Mountain Grove
CLOC #1	MO	MTVRMOXA	Non Competitive	Mount Vernon
CLOC #1	MO	MYVLMOX	Competitive	Maysville
CLOC #1	MO	NEBOMOX	Non Competitive	Nebo
CLOC #1	MO	NRWDMOX	Non Competitive	Norwood
CLOC #1	MO	OATSMOX	Non Competitive	Oates
CLOC #1	MO	OSBRMOXA	Competitive	Osborn
CLOC #1	MO	OSCLMOXA	Non Competitive	Osceola
CLOC #1	MO	PARSMOX	Competitive	Paris
CLOC #1	MO	PLBGMOX	Competitive	Plattsburg
CLOC #1	MO	PLMYMOXA	Competitive	Palmyra
CLOC #1	MO	POTSMOX	Non Competitive	Potosi
CLOC #1	MO	PRRYMOXA	Competitive	Perry
CLOC #1	MO	REVRMOXA	Competitive	Revere
CLOC #1	MO	RKVLMOXA	Non Competitive	Rockville
CLOC #1	MO	RMVLMOX	Non Competitive	Raymondville
CLOC #1	MO	ROBYMOXA	Non Competitive	Roby
CLOC #1	MO	RODLMOXA	Competitive	Rosendale
CLOC #1	MO	SHCYMOXA	Non Competitive	Schell City
CLOC #1	MO	SHLNMOXA	Non Competitive	Sheldon
CLOC #1	MO	SHVLMOX	Competitive	Shelbyville
CLOC #1	MO	SLBNMOXA	Competitive	Shelbina
CLOC #1	MO	SNFEMOX	Competitive	Santa Fe
CLOC #1	MO	SRCXMOXA	Competitive	Sarcoie
CLOC #1	MO	STVLMOX	Competitive	Stoutsville
CLOC #1	MO	SVNHMOXA	Competitive	Savannah
CLOC #1	MO	SWVLMOX	Competitive	Stewartsville

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #1	MO	TMBRMOXA	Non Competitive	Timber
CLOC #1	MO	TRMBMOXA	Competitive	Trimble
CLOC #1	MO	TRNYMOXA	Competitive	Turney
CLOC #1	MO	VNBRMOXA	Non Competitive	Van Buren
CLOC #1	MO	VNZNMOXA	Non Competitive	Vanzant
CLOC #1	MO	WEBLMOXA	Non Competitive	Weaubleau
CLOC #1	MO	WHVLMOXA	Competitive	Whitesville
CLOC #1	MO	WINOMOX	Non Competitive	Winona
CLOC #1	MO	WLKRMOXA	Non Competitive	Walker
CLOC #1	MO	WQNCMOXA	Competitive	West Quincy
CLOC #1	MO	WYLDMOXA	Competitive	Wayland
CLOC #1	OH	AMHROHXA	Competitive	Amherst
CLOC #1	OH	AMHROHXB	Competitive	South Amherst
CLOC #1	OH	AVLKOHXA	Competitive	Avon Lake
CLOC #1	OH	AVONOHXA	Competitive	Avon
CLOC #1	OH	AVONOHXB	Competitive	Avon
CLOC #1	OH	BRHMOHXA	Competitive	Birmingham
CLOC #1	OH	LORNOHXA	Competitive	Lorain Main/Special
CLOC #1	OH	LORNOHXB	Competitive	Lorain Penfield
CLOC #1	OH	LORNOHXC	Competitive	Lorain Meister
CLOC #1	OH	LORNOHXD	Competitive	Lorain East
CLOC #1	OH	LORNOHXE	Competitive	South Lorain
CLOC #1	OH	SHLKOHXA	Competitive	Sheffield Lake
CLOC #1	OH	VRMLOHXA	Competitive	Vermilion
CLOC #1	WI	AGSTWIXA	Competitive	Augusta
CLOC #1	WI	ALCTWIXA	Competitive	Alma Center
CLOC #1	WI	ARCDWIXA	Non Competitive	Arcadia
CLOC #1	WI	ARGYWIXA	Non Competitive	Argyle
CLOC #1	WI	BHWDWIXA	Competitive	Birchwood
CLOC #1	WI	BLARWIXA	Non Competitive	Blair
CLOC #1	WI	BLCKWIXA	Competitive	Black Creek
CLOC #1	WI	BLLKWIXA	Competitive	Balsam Lake
CLOC #1	WI	BNGRWIXA	Competitive	Bangor
CLOC #1	WI	BNTNWIXB	Non Competitive	Benton
CLOC #1	WI	BRFLWIXA	Competitive	Black River Falls
CLOC #1	WI	BRRNWIXA	Competitive	Barron
CLOC #1	WI	BTRNWIXA	Competitive	Butternut
CLOC #1	WI	BYVLWIXA	Competitive	Boyceville
CLOC #1	WI	CENTWIXA	Competitive	Centuria
CLOC #1	WI	CLFXWIXA	Competitive	Colfax
CLOC #1	WI	CLGHWIXA	Competitive	Cleghorn
CLOC #1	WI	CNVLWIXA	Non Competitive	Centerville
CLOC #1	WI	DNMKWIXA	Competitive	Denmark
CLOC #1	WI	DRTNWIXA	Non Competitive	Darlington
CLOC #1	WI	EKMDWIXA	Competitive	Elk Mound
CLOC #1	WI	EMWDWIXA	Non Competitive	Elmwood
CLOC #1	WI	ESMNWIXA	Competitive	Eastman
CLOC #1	WI	ETRCWIXA	Non Competitive	Ettrick
CLOC #1	WI	FLCKWIXA	Competitive	Fall Creek
CLOC #1	WI	FNCYWIXA	Non Competitive	Fountain City
CLOC #1	WI	FRCHWIXA	Competitive	Fairchild

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #11	WY	STRYWYMA	Competitive	Story
CLOC #11	WY	WHLDWYMA	Non Competitive	Wheatland
CLOC #11	WY	WRGHWYMA	Non Competitive	Wright
CLOC #2	AL	ABVLALXA	Non Competitive	Abbeville
CLOC #2	AL	ANDSALXA	Non Competitive	Andalusia
CLOC #2	AL	ARITALXA	Non Competitive	Arlton
CLOC #2	AL	BNKSALXA	Non Competitive	Banks
CLOC #2	AL	BRNDALXA	Non Competitive	Brundidge
CLOC #2	AL	BTLYALXA	Competitive	Brantley
CLOC #2	AL	CLIOALXA	Non Competitive	Clio
CLOC #2	AL	CLMAALXA	Competitive	Columbia
CLOC #2	AL	DLVLALXA	Non Competitive	Daleville
CLOC #2	AL	DOZRALXA	Competitive	Dozier
CLOC #2	AL	DTHNALXA	Competitive	Dothan
CLOC #2	AL	ECHOALXA	Non Competitive	Echo
CLOC #2	AL	ELBAALXA	Competitive	Elba
CLOC #2	AL	ENTRALXA	Competitive	Enterprise-Ft. Rucker
CLOC #2	AL	FRHMALXA	Non Competitive	Forest Home
CLOC #2	AL	GENVALXA	Competitive	Geneva
CLOC #2	AL	GNTTALXA	Non Competitive	Gantt
CLOC #2	AL	GNVLALXA	Non Competitive	Greenville
CLOC #2	AL	GRGNALXA	Non Competitive	Georgiana
CLOC #2	AL	HDLDALXA	Non Competitive	Headland
CLOC #2	AL	HRFRALXA	Competitive	Hartford
CLOC #2	AL	KSTNALXA	Competitive	Kinston
CLOC #2	AL	LSVLALXA	Non Competitive	Louisville
CLOC #2	AL	LVRNALXA	Competitive	Luverne
CLOC #2	AL	MCKNALXA	Non Competitive	Mckenzie
CLOC #2	AL	MLCYALXA	Non Competitive	Midland City
CLOC #2	AL	NWBCALXA	Competitive	New Brockton
CLOC #2	AL	NWTNALXA	Non Competitive	Newton
CLOC #2	AL	NWVIALXA	Non Competitive	Newville
CLOC #2	AL	OPP ALXA	Non Competitive	Opp
CLOC #2	AL	OZRKALXA	Non Competitive	Ozark
CLOC #2	AL	RDLVALXA	Non Competitive	Red Level
CLOC #2	AL	SCBOALXA	Competitive	Scottsboro
CLOC #2	AL	SECTALXA	Competitive	Section
CLOC #2	AL	SKLNALXA	Competitive	Skyline
CLOC #2	AL	SLCMALXA	Competitive	Slocomb
CLOC #2	AL	SMSNALXA	Competitive	Samson
CLOC #2	AL	WCBGALXA	Competitive	Wicksburg
CLOC #2	MO	ASLDMOXA	Competitive	Ashland
CLOC #2	MO	AVAMOXAX	Non Competitive	Ava
CLOC #2	MO	CENLMOXA	Competitive	Centralia
CLOC #2	MO	CLMAMOXAX	Competitive	Columbia
CLOC #2	MO	CLMAMOXB	Competitive	Columbia West
CLOC #2	MO	CLRKMOXA	Competitive	Clark
CLOC #2	MO	CRANMOXA	Non Competitive	Crane
CLOC #2	MO	HLVLMOXA	Competitive	Hallsville
CLOC #2	MO	MNFDMOXA	Non Competitive	Mansfield
CLOC #2	MO	RHPTMOXB	Competitive	Rocheport

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #2	MO	STGNMOXA	Competitive	Sturgeon
CLOC #3	AL	ACVLALXA	Non Competitive	Aliceville
CLOC #3	AL	ALBRALXA	Non Competitive	Alberta
CLOC #3	AL	ASLDALXA	Non Competitive	Ashland
CLOC #3	AL	BLBTALXA	Competitive	Bayou La Batre
CLOC #3	AL	BRILALXA	Non Competitive	Brilliant
CLOC #3	AL	BRRYALXA	Non Competitive	Berry
CLOC #3	AL	CFVLALXA	Non Competitive	Coffeeville
CLOC #3	AL	CHLFALXA	Non Competitive	Chulaflnnee
CLOC #3	AL	CRTNALXA	Non Competitive	Carrollton
CLOC #3	AL	DBSPALXA	Non Competitive	Double Springs
CLOC #3	AL	DELTALXA	Non Competitive	Delta
CLOC #3	AL	DPISALXA	Competitive	Dauphin Island
CLOC #3	AL	DTRTALXA	Competitive	Detroit
CLOC #3	AL	ETVLALXA	Non Competitive	Ethelsville
CLOC #3	AL	FLVLALXA	Competitive	Falkville
CLOC #3	AL	FWRVALXA	Competitive	Fowl River
CLOC #3	AL	FYTTALXA	Non Competitive	Fayette
CLOC #3	AL	GDBAALXA	Competitive	Grand Bay
CLOC #3	AL	GORDALXA	Non Competitive	Gordo
CLOC #3	AL	GUINALXA	Non Competitive	Guin
CLOC #3	AL	HCBGALXA	Non Competitive	Hackleburg
CLOC #3	AL	HFLNALXA	Non Competitive	Heflin
CLOC #3	AL	HLVLALXA	Non Competitive	Haleyville
CLOC #3	AL	HMTNALXA	Non Competitive	Hamilton
CLOC #3	AL	IRSEALXA	Competitive	Irvington
CLOC #3	AL	JMSNALXA	Non Competitive	Jemison
CLOC #3	AL	LECTALXA	Non Competitive	Lecta
CLOC #3	AL	LNCLALXA	Non Competitive	Lincoln
CLOC #3	AL	LNVLALXA	Non Competitive	Lineville
CLOC #3	AL	MENTALXA	Competitive	Mentone
CLOC #3	AL	MRCRALXA	Non Competitive	Morrison Crossroad
CLOC #3	AL	MSSYALXA	Competitive	Massey
CLOC #3	AL	NTSLALXA	Competitive	Notasulga
CLOC #3	AL	ODRGALXA	Competitive	Oden Ridge
CLOC #3	AL	ORVLALXA	Competitive	Orrville
CLOC #3	AL	PANLALXA	Non Competitive	Panola
CLOC #3	AL	PHBLALXA	Competitive	Phil Campbell
CLOC #3	AL	PLCYALXA	Non Competitive	Pell City
CLOC #3	AL	PNHLALXA	Non Competitive	Pine Hill
CLOC #3	AL	RCFRALXA	Competitive	Rockford
CLOC #3	AL	RFRMALXA	Non Competitive	Reform
CLOC #3	AL	SLGNALXA	Competitive	Sulligent
CLOC #3	AL	THRSALXA	Non Competitive	Thorsby
CLOC #3	AL	TLLSALXA	Competitive	Tallassee
CLOC #3	AL	TSVLALXA	Competitive	Trussville
CLOC #3	AL	VERNALXA	Competitive	Vernon
CLOC #3	AL	VYHDALXA	Competitive	Valley Head
CLOC #3	AL	WDLDALXA	Non Competitive	Woodland
CLOC #3	AL	WDLYALXA	Non Competitive	Wadley
CLOC #3	AL	WEDWALXA	Non Competitive	Wedowee

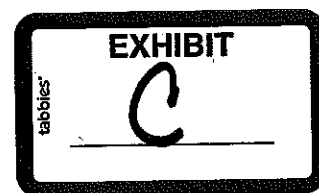
Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #3	AL	WNFDALXA	Non Competitive	Winfield
CLOC #3	MO	AGSTMOXA	Competitive	Augusta
CLOC #3	MO	ALTNMOXA	Non Competitive	Alton
CLOC #3	MO	BASNMOXA	Non Competitive	Branson
CLOC #3	MO	BASWMOXA	Non Competitive	Branson
CLOC #3	MO	BDYLMOXA	Non Competitive	Bradleyville
CLOC #3	MO	BFLOMOXA	Non Competitive	Buffalo
CLOC #3	MO	BLEYMOXA	Non Competitive	Blue Eye
CLOC #3	MO	BLLEMOXA	Non Competitive	Belle
CLOC #3	MO	BLNDMOXA	Non Competitive	Bland
CLOC #3	MO	BRBNMOXA	Competitive	Bourbon
CLOC #3	MO	CABLMOXA	Non Competitive	Cabool
CLOC #3	MO	CDCKMOXA	Non Competitive	Cedarcreek
CLOC #3	MO	CHMSMOXA	Non Competitive	Chamois
CLOC #3	MO	CLFDMOXA	Non Competitive	Caulfield
CLOC #3	MO	CNWYMOXA	Non Competitive	Conway
CLOC #3	MO	CPFRMOXA	Non Competitive	Cape Fair
CLOC #3	MO	CRTMMOXA	Non Competitive	Cross Timbers
CLOC #3	MO	CSVLMOXA	Competitive	Cassville
CLOC #3	MO	CUBAMOX	Competitive	Cuba
CLOC #3	MO	DFNCMOXA	Competitive	Defiance
CLOC #3	MO	DORAMOX	Non Competitive	Dora
CLOC #3	MO	DRDNMOXA	Competitive	Dardenne
CLOC #3	MO	EKLDMOX	Non Competitive	Elkland
CLOC #3	MO	EXTRMOXA	Competitive	Exeter
CLOC #3	MO	FOLYMOXA	Competitive	Foley
CLOC #3	MO	FRLDMOX	Non Competitive	Fordland
CLOC #3	MO	FRSTMox	Competitive	Foristell
CLOC #3	MO	FRSYMox	Non Competitive	Forsyth
CLOC #3	MO	GALNMOXA	Non Competitive	Galena
CLOC #3	MO	GSVLMOX	Non Competitive	Gainesville
CLOC #3	MO	HGHLMOXA	Non Competitive	High Hill
CLOC #3	MO	HLDVMOXA	Competitive	Highlandville
CLOC #3	MO	HOLSMOX	Competitive	Holstein
CLOC #3	MO	HRLYMOXA	Non Competitive	Hurley
CLOC #3	MO	HRMNMox	Non Competitive	Hermann
CLOC #3	MO	HRMTMOXA	Non Competitive	Hermitage
CLOC #3	MO	HWPNMoxB	Competitive	Hawk Point
CLOC #3	MO	JMTWMOXA	Non Competitive	Jamestown
CLOC #3	MO	JNBGMox	Competitive	Jonesburg
CLOC #3	MO	JNKNMOXA	Competitive	Jenkins
CLOC #3	MO	KMCYMOXA	Non Competitive	Kimberling City
CLOC #3	MO	KSHKMOXA	Non Competitive	Koshkonong
CLOC #3	MO	LEBGMox	Competitive	Leasburg
CLOC #3	MO	LSBGMox	Non Competitive	Louisburg
CLOC #3	MO	MANOMOX	Competitive	Mano
CLOC #3	MO	MRFDMOX	Non Competitive	Marshfield
CLOC #3	MO	MRSNMOXA	Non Competitive	Morrison
CLOC #3	MO	MSMLMOXA	Competitive	Moscow Mills
CLOC #3	MO	MTSTMox	Non Competitive	Mount Sterling
CLOC #3	MO	MTVLMOX	Competitive	Marthasville

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #3	MO	MTVWMOXA	Non Competitive	Mountain View
CLOC #3	MO	NINGMOXA	Non Competitive	Niangua
CLOC #3	MO	NWMLMOXA	Competitive	New Melle
CLOC #3	MO	OFLNMOXA	Competitive	O'fallon
CLOC #3	MO	OLMRMOXA	Competitive	Old Monroe
CLOC #3	MO	OZRKMOXA	Competitive	Ozark
CLOC #3	MO	PRRHMOXA	Competitive	Prairie Home
CLOC #3	MO	PRTMMOXA	Non Competitive	Protem
CLOC #3	MO	PSBGMOXA	Non Competitive	Pittsburg
CLOC #3	MO	PSTNMOXA	Non Competitive	Preston
CLOC #3	MO	RCBHMOXA	Non Competitive	Rockaway Beach
CLOC #3	MO	RDSPMOXA	Non Competitive	Reeds Spring
CLOC #3	MO	SAFEMOX	Non Competitive	Safe
CLOC #3	MO	SHKNMOXA	Competitive	Shell Knob
CLOC #3	MO	SMVIMOX	Non Competitive	Summersville
CLOC #3	MO	SPRTMOXA	Competitive	Sparta
CLOC #3	MO	STJMMOX	Non Competitive	Saint James
CLOC #3	MO	STPRMOXA	Competitive	Saint Peters
CLOC #3	MO	SYMRMOXA	Non Competitive	Seymour
CLOC #3	MO	THDSMOXA	Non Competitive	Theodosia
CLOC #3	MO	THVLMOX	Non Competitive	Thomasville
CLOC #3	MO	THYRMOXA	Non Competitive	Thayer
CLOC #3	MO	TROYMOXA	Competitive	Troy
CLOC #3	MO	TXTNMOXA	Competitive	Truxton
CLOC #3	MO	URBNMOXA	Non Competitive	Urbana
CLOC #3	MO	VCHYMOXA	Non Competitive	Vichy
CLOC #3	MO	WASLMOX	Non Competitive	Wasola
CLOC #3	MO	WLRGMOXA	Competitive	Wooldridge
CLOC #3	MO	WLSPMOXA	Non Competitive	Willow Springs
CLOC #3	MO	WNFDMOX	Competitive	Winfield
CLOC #3	MO	WNVLMOX	Competitive	Wentzville
CLOC #3	MO	WPLNMOXA	Non Competitive	West Plains
CLOC #3	MO	WRCYMOXA	Competitive	Wright City
CLOC #3	MO	WRTNMOXA	Competitive	Warrenton
CLOC #3	MO	WSBNMOXA	Competitive	Washburn
CLOC #3	MO	WTLDMOX	Non Competitive	Wheatland
CLOC #6	AR	AGSTARXA	Non Competitive	Augusta
CLOC #6	AR	ALMAARXA	Competitive	Alma
CLOC #6	AR	ALMYARXA	Non Competitive	Almyra
CLOC #6	AR	ALTSARXA	Non Competitive	Altus
CLOC #6	AR	ASFLARXA	Non Competitive	Ash Flat
CLOC #6	AR	ATKNARXA	Competitive	Atkins
CLOC #6	AR	BAYYARXA	Competitive	Bay
CLOC #6	AR	BGRSARXA	Non Competitive	Biggers-Reyno
CLOC #6	AR	BLGVARXA	Competitive	Blooming Grove
CLOC #6	AR	BLKNARXA	Non Competitive	Bald Knob
CLOC #6	AR	BLVNARXA	Non Competitive	Blevins
CLOC #6	AR	BNVLARXA	Non Competitive	Booneville
CLOC #6	AR	BOLSARXA	Non Competitive	Boles
CLOC #6	AR	BRFRARXA	Non Competitive	Bradford
CLOC #6	AR	CABTARXA	Competitive	Cabot

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #6	LA	JENALAXA	Competitive	Jena
CLOC #6	LA	KNDRLAXA	Competitive	Kinder
CLOC #6	LA	LCSNLAXA	Competitive	Lacassine
CLOC #6	LA	MAMOLAXA	Competitive	Mamou
CLOC #6	LA	MARNLAXA	Non Competitive	Marion
CLOC #6	LA	MNGHLAXA	Non Competitive	Mangham
CLOC #6	LA	MNSRLAXA	Competitive	Mansura
CLOC #6	LA	MOVLAXA	Competitive	Moreauville
CLOC #6	LA	MTPLLAXA	Non Competitive	Montpelier
CLOC #6	LA	OBRLAXA	Competitive	Oberlin
CLOC #6	LA	OKRGLAXA	Competitive	Oak Ridge
CLOC #6	LA	OLLALAXA	Competitive	Olla
CLOC #6	LA	PCVLLAXA	Competitive	Plaucheville
CLOC #6	LA	PLDNLAXA	Competitive	Plain Dealing
CLOC #6	LA	PNPRLAXA	Competitive	Pine Prairie
CLOC #6	LA	PRKSLAXA	Competitive	Parks
CLOC #6	LA	RDSSLAXA	Competitive	Rodessa
CLOC #6	LA	REVSAXA	Competitive	Reeves
CLOC #6	LA	RGLYLAXA	Competitive	Ragley
CLOC #6	LA	RNGLLAXA	Non Competitive	Ringgold
CLOC #6	LA	RONKLAXA	Competitive	Roanoke
CLOC #6	LA	SHNGLAXA	Competitive	Shongaloo
CLOC #6	LA	SMPTLAXA	Competitive	Simmesport
CLOC #6	LA	SNSTLAXA	Non Competitive	Sunset
CLOC #6	LA	SPHLLAXA	Competitive	Springhill
CLOC #6	LA	SPHLLAXB	Competitive	Cullen
CLOC #6	LA	SPNCLAXA	Non Competitive	Spencer
CLOC #6	LA	SRPTLAXA	Competitive	Sarepta
CLOC #6	LA	STKSLAXA	Competitive	Starks
CLOC #6	LA	THWLLAXA	Competitive	Thornwell
CLOC #6	LA	TLLSAXA	Competitive	Tullos
CLOC #6	LA	TRCKLAXA	Competitive	Turkey Creek
CLOC #6	LA	VIVNLAXA	Competitive	Vivian
CLOC #6	LA	VLPLLAXA	Competitive	Ville Platte
CLOC #6	LA	WLSHLAXA	Competitive	Welsh
CLOC #6	LA	WSNRLAXA	Non Competitive	Wisner
CLOC #6	MI	CDVLMIXG	Competitive	Cedarville
CLOC #6	MI	DETRMIXG	Competitive	De Tour
CLOC #6	MI	FLMOMIXI	Non Competitive	Falmouth
CLOC #6	MI	GLVRMIXG	Competitive	Gulliver
CLOC #6	MI	GRDNMIXG	Competitive	Garden
CLOC #6	MI	KGSLMIXI	Competitive	Kingsley
CLOC #6	MI	KNRSMIXG	Competitive	Kinross
CLOC #6	MI	MNTQMIXG	Competitive	Manistique
CLOC #6	MI	PKFDMIXG	Competitive	Pickford
CLOC #6	MI	RDYRMIXG	Competitive	Rudyard
CLOC #6	MO	SGMNMIXG	Competitive	Seligman
CLOC #6	MS	BYHLSAXA	Non Competitive	Byhalla
CLOC #6	MS	CHLHMSAXA	Non Competitive	Chulahoma
CLOC #6	MS	OLBRMSAXA	Competitive	Olive Branch
CLOC #6	NM	FNLKNMIXC	Competitive	Fence Lake

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	MN	STMCMNXS	Competitive	Saint Michael
CLOC #9	MN	STWTMNXS	Non Competitive	Stewart
CLOC #9	MN	VCTAMNXV	Competitive	Victoria
CLOC #9	MN	VLRDMNXV	Competitive	Villard
CLOC #9	MN	WACNMNXW	Competitive	Waconia
CLOC #9	MN	WDRFMNXW	Competitive	Waldorf
CLOC #9	MN	ZMFLMNXZ	Competitive	Zumbro Falls
CLOC #9	MO	APCYMOXA	Non Competitive	Appleton City
CLOC #9	MO	BCKNMOXA	Competitive	Buckner
CLOC #9	MO	BLBNMOXA	Non Competitive	Blackburn
CLOC #9	MO	BLTWMOXA	Non Competitive	Blainstown
CLOC #9	MO	BRZTMOXA	Competitive	Brazito
CLOC #9	MO	BTLRMOXA	Competitive	Butler
CLOC #9	MO	CHLHMOXA	Competitive	Chilhowee
CLOC #9	MO	CLBGMOXA	Non Competitive	Clarksburg
CLOC #9	MO	CLCMMOXX	Non Competitive	Cole Camp
CLOC #9	MO	CLFRMOXA	Non Competitive	California
CLOC #9	MO	CLHNMOXA	Non Competitive	Calhoun
CLOC #9	MO	CLTNMOXA	Non Competitive	Clinton
CLOC #9	MO	CMPNMOXA	Competitive	Camden Point
CLOC #9	MO	CNTWMOXA	Competitive	Centertown
CLOC #9	MO	CNVWMOXA	Competitive	Centerview
CLOC #9	MO	COALMOXA	Non Competitive	Coal
CLOC #9	MO	CRAGMOXA	Competitive	Craig
CLOC #9	MO	DPWRMOXA	Non Competitive	Deepwater
CLOC #9	MO	DRBRMOXA	Competitive	Dearborn
CLOC #9	MO	EGTNMOXA	Competitive	Edgerton
CLOC #9	MO	EUGNMOXA	Competitive	Eugene
CLOC #9	MO	FLVWMOXA	Competitive	Ferrelview-Kcl
CLOC #9	MO	FRFXMOXA	Non Competitive	Fairfax
CLOC #9	MO	FTLWMOXA	Non Competitive	Fort Leonard Wood
CLOC #9	MO	GNRGMOXA	Competitive	Green Ridge
CLOC #9	MO	HLDNMOXA	Competitive	Holden
CLOC #9	MO	HLSMMOXA	Competitive	Holts Summit
CLOC #9	MO	HNRTMOXA	Competitive	Henrietta
CLOC #9	MO	HNVLMOXA	Non Competitive	Harrisonville
CLOC #9	MO	HOLTMOXA	Competitive	Holt
CLOC #9	MO	HOSTMOXA	Competitive	Houstonia
CLOC #9	MO	HPKNMOXA	Competitive	Hopkins
CLOC #9	MO	HRDNMOXA	Competitive	Hardin
CLOC #9	MO	IONIMOX	Non Competitive	Ionia
CLOC #9	MO	JFCYMOXA	Competitive	Jefferson City
CLOC #9	MO	KGCYMOXA	Competitive	King City
CLOC #9	MO	KGVLMOXA	Competitive	Kingsville
CLOC #9	MO	KRNYMOXA	Competitive	Kearney
CLOC #9	MO	LBNNMOXA	Non Competitive	Lebanon
CLOC #9	MO	LETNMOXA	Competitive	Leeton
CLOC #9	MO	LKLTMOXA	Competitive	Lake Lotawana
CLOC #9	MO	LNCLMOXA	Non Competitive	Lincoln
CLOC #9	MO	LNJCMOX	Competitive	Lone Jack
CLOC #9	MO	LXTNMOXA	Non Competitive	Lexington

Tariff Filing	State	SWC	SWC Designation	SWC Name
CLOC #9	MO	MAVLMOXA	Competitive	Maryville
CLOC #9	MO	MDCYMOXA	Competitive	Mound City
CLOC #9	MO	MLBNMOXA	Non Competitive	Malta Bend
CLOC #9	MO	MSCYMOXA	Competitive	Missouri City
CLOC #9	MO	MTRSMOXA	Non Competitive	Montrose
CLOC #9	MO	NBFDMOXA	Competitive	New Bloomfield
CLOC #9	MO	NRBRMOXA	Competitive	Norborne
CLOC #9	MO	NWBGMOXA	Non Competitive	Newburg
CLOC #9	MO	ODSSMOXA	Non Competitive	Odessa
CLOC #9	MO	OEVLMOXA	Competitive	Otterville
CLOC #9	MO	OKGVMOXA	Competitive	Oak Grove
CLOC #9	MO	ORCKMOXA	Competitive	Orrick
CLOC #9	MO	PCNGMOXA	Competitive	Pickering
CLOC #9	MO	PLCYMOXA	Competitive	Platte City
CLOC #9	MO	PLHLMOX	Non Competitive	Pleasant Hill
CLOC #9	MO	RCLDMOX	Non Competitive	Richland
CLOC #9	MO	RLVLMOX	Competitive	Russellville
CLOC #9	MO	ROLLMOXA	Non Competitive	Rolla
CLOC #9	MO	SALMMOX	Non Competitive	Salem
CLOC #9	MO	SHTNMOXA	Competitive	Smithton
CLOC #9	MO	STBGMOXX	Non Competitive	Strasburg
CLOC #9	MO	STRBMOXA	Non Competitive	Saint Robert
CLOC #9	MO	STTMMOXA	Competitive	Saint Thomas
CLOC #9	MO	SWSPMOXA	Non Competitive	Sweet Springs
CLOC #9	MO	SYRCMOXA	Non Competitive	Syracuse
CLOC #9	MO	TAOSMOXA	Competitive	Taos
CLOC #9	MO	TARKMOXA	Non Competitive	Tarkio
CLOC #9	MO	TPTNMOXA	Non Competitive	Tipton
CLOC #9	MO	URCHMOXA	Non Competitive	Urich
CLOC #9	MO	WGTNMOXA	Non Competitive	Wellington
CLOC #9	MO	WNDSMOXA	Non Competitive	Windsor
CLOC #9	MO	WRBGMOXA	Competitive	Warrensburg
CLOC #9	MO	WRSWMOXA	Non Competitive	Warsaw
CLOC #9	MO	WSTNMOXA	Competitive	Weston
CLOC #9	MO	WVRLMOXA	Non Competitive	Waverly
CLOC #9	MO	WYVLMOX	Non Competitive	Waynesville
CLOC #9	NC	AHSKNCX	Competitive	Ahoskie
CLOC #9	NC	ALNDNCX	Non Competitive	Aulander
CLOC #9	NC	ANGRNCX	Competitive	Angler
CLOC #9	NC	ASBONCX	Competitive	Asheboro
CLOC #9	NC	ASBONCXB	Competitive	North Asheboro
CLOC #9	NC	ATLTNCX	Competitive	Atlantic
CLOC #9	NC	AURRNCX	Non Competitive	Aurora
CLOC #9	NC	AYDNNCX	Competitive	Ayden
CLOC #9	NC	BALYNCX	Competitive	Bailey
CLOC #9	NC	BATHNCX	Non Competitive	Bath
CLOC #9	NC	BETHNCX	Competitive	Bethel
CLOC #9	NC	BEVLNCX	Non Competitive	Beulaville
CLOC #9	NC	BHLHNCX	Competitive	Bethlehem
CLOC #9	NC	BISCNCX	Competitive	Biscoe
CLOC #9	NC	BLBONCX	Non Competitive	Bladenboro



From: Matt Kohly <rmkohly@sockettelecom.com>
Sent: Wednesday, April 1, 2020 9:26 AM
To: 'Nielsen, Joshua (Wholesale)'; 'Nodland, Jeff'
Cc: 'Rath, Kenneth S'; 'Tony Lana'
Subject: RE: Dispute Escalation - CenturyLink Representatives
Attachments: Branson Network Diagram 10-18-06.ppt; 2006 3rd Qtr Branson Interconnect Trunk Forecast 10-18-06.xls

Josh,

As we discussed Socket providing, attached is an interconnection diagram that I believe clearly shows leased entrance facilities were never part of the discussions about interconnection, never contemplated, and not permitted under the ICA.

Attached are the original interconnection documents exchanged for the Branson Interconnection arrangement. In this arrangement there are three interconnection points. In bottom left hand corner is the diagram key showing three types of facilities – Socket Provided Facilities, CTCL Provided Facilities, and Socket Leased Interconnection Facilities. It very clearly delineates between CenturyTel Provided Facilities, Socket Provided Facilities, and Socket Leased Interconnection Facilities. In this diagram the only Socket Leased Interconnection Facilities is leased DS1 Transport. If entrance facilities were contemplated, they would need have been shown as Socket Leased Interconnection Facilities.

As for interconnection points, one is at the LightCore POP where it shows the POP and Socket Provided Facilities entering the POP on the left and CTCL Provided Facilities entering the POP on the right and establishing an interconnection point.

The section interconnection point is in the Branson central office where it shows Socket Provided Facilities entering the Central Office with a DS1 handoff. Where the Socket facilities enter the Central Office, there is no indication of any Socket Leased Interconnection Facilities.

The third interconnection point is at the West Plains Selective Router. To get to there, Socket is leasing Socket Leased Interconnection Facilities as shown on the diagram. Socket is paying for those facilities. As I said, had other facilities been contemplated, those would have been shown on this diagram. This would have included leased interconnection facilities. Both parties signed off on this arrangement.

Also attached is the trunk forecast. There is nothing in this trunk forecast that shows trunks on entrance facilities. It does show the trunks on Socket's Leased Interconnection Facilities reaching the West Plains Selective Router.

I, along with several other employees still at employed at Socket, participated directly in the interconnection discussion regarding Branson and every other Point of interconnection with CenturyTel. There was never any discussion about entrance facilities in any of those discussions.

Thanks,

Matt Kohly
Socket Telecom, LLC
Office – 573.777.1991, ext. 551
Mobile – 573.289.8633

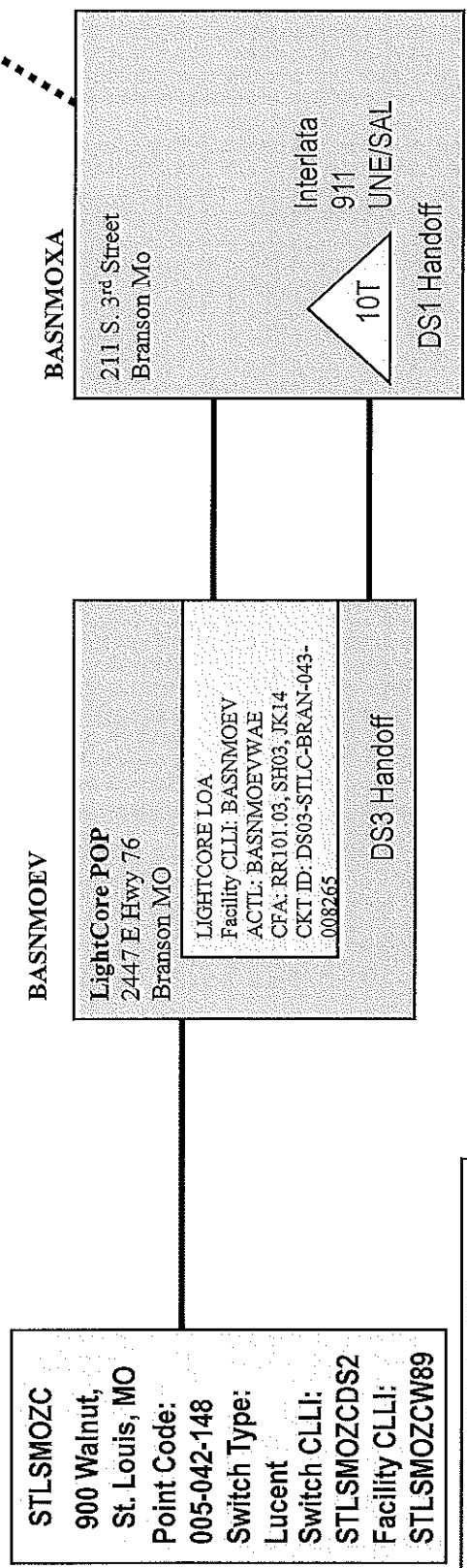
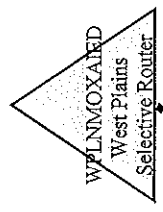
CenturyTel Local Interconnection Architecture for Lata 522

Interconnection Architecture Diagram

SOCKET

LATA 522 - Branson Initial Interconnection

Location: Branson Missouri
 Method: Interconnect via LOA with LightCore
 Hand off level: DS3 / DS1
 Trunking: 2 way
 Switch location: Out of LATA
 Agreement: Socket





2703 Clark Lane • Columbia, MO 65202
voice: (573) 817-0000 • fax: (573) 441-1050
www.socket.net • 1-800-SOCKET-3

December 6, 2018

CenturyLink
Attention: Carrier Relations
100 CenturyLink Drive
Monroe, LA 71203

Dear Carrier Relations:

Pursuant to Section 3, Paragraph 18.0, Socket Telecom, LLC ("Socket") submits this Dispute.

On November 3, 2017, Socket received an email notification stating that CenturyLink would begin billing Socket for entrance facilities on BAN 978T121S3 and BAN 9784T021S3. It also indicated that CenturyLink would backbill Socket for charges for these entrance facilities as well. Shortly after that, CenturyLink began billing Socket for 34 DS1 Entrance Facilities and backbilled Socket for those charges. These charges are erroneous and Socket disputes those charges.

Entrance Facilities are a type of dedicated transport and are defined as the physical facilities running from a point in the rate center, outside of the ILEC central office, that runs through the ILEC's central office entrance manhole and into the central office. For Socket to be charged for these, Socket would have to lease these facilities from CenturyLink. Socket is not leasing any DS1 Dedicated Transport facilities for interconnection purposes from CenturyLink. Instead of being applied to Dedicated Transport facilities, these charges are being applied to trunking groups ("trunking") required by Article III, Section 11.0, which are completely separate from the interconnection requirements. Trunking represents the call paths that are provisioned on DS3 interconnection facilities. The DS3 interconnection facilities are the facilities that interconnect the two carrier's networks. The trunking are not facilities. Trunking paths are logical paths on those DS3 facilities established for the purpose of routing traffic to specific locations on each carrier's side of the POI. During the attempt to resolve this matter, I provided a detailed description of each interconnection scenario where CenturyLink is erroneously applying Entrance Facility charges. An updated description is attached as Attachment A.

Socket has disputed these charges and has worked to try to resolve the matter through the billing dispute process. That has not been successful. In order to escalate this matter, Socket submits this

pursuant to the Informal Dispute Resolution provisions of the Interconnection Agreement.

Pursuant to Section Article III, 18.2, I will be the knowledgeable, responsible and empowered representative of Socket who can meet and negotiate in good faith to resolve this dispute. If this dispute is to be resolved without escalating to a Formal Dispute that will need to be resolved through Section Article III, Section 18.3, I would suggest CenturyLink include someone in the negotiations with knowledge of interconnection, trunking requirements, and the network.

If this dispute cannot be resolved informally, Socket will be forced to seek resolution through the formal dispute resolution process set forth in Article III, Section 18.3 of the Interconnection Agreement.

Separately, if this cannot be resolved, Socket will also look to move the existing POIs outside of the Central Offices to fiber meet points. While this will require time and expense for both parties, it will avoid these types of disagreements and erroneous charges in the future. For LATA 521, Socket will look to move the POI to a fiber meet-point outside of the Columbia Central Office and establish the POI pursuant to Article V, Section 6.1.3.2. Socket will also plan on moving the LATA 520 POI out of the Wentzville Central Office; most likely to the Troy exchange and establish a new POI under the same provisions. LATA 522 already has a POI located in a meet-point outside of the Branson Central Office.

Sincerely,



R. Matthew Kohly

Copy to:

Susan Smith

Michael Snell (via email)

Jeff Milligan (via email)

Attachment A

Socket put together the information associated with each of the DS-1 Entrance Facilities CenturyLink is erroneously billing Socket Telecom, LLC. Socket understands CenturyLink's position to be that Socket is responsible for the cost of reaching CenturyLink's switch because CenturyLink believes Socket is leasing DS-1 Entrance Facilities from CenturyLink. Socket disagrees with this position. What CenturyLink is calling an entrance facility is simply a trunk traversing the Point of Interconnection ("POI"). An entrance facility is a form of Dedicated Transport, which is a physical facility. By billing Socket for Entrance Facilities in these instances, CenturyLink is erroneously billing Socket for facilities on CenturyLink side of the POI. Additionally, what CenturyLink is calling an Entrance Facility is simply trunking and does not represent an actual facility.

There are number of reasons CenturyLink's billing is completely inappropriate and erroneous. First, you need to understand the difference between interconnection facilities and trunking on those facilities. These are clearly differentiated by our Interconnection Agreement ("ICA") and governed by different sections of our ICA.

In regards to understanding a facility, the Triennial Review Remand Order ("TRRO") defined Dedicated Transport as "dedicated interoffice transmission facilities (dedicated transport or transport) are facilities dedicated to a particular competitive carrier that the carrier uses for transmission between or among incumbent LEC central offices and tandem offices, and to connect its local network to the incumbent LEC's network"¹. Consistent with that, the Interconnection Agreement in place between Socket and CenturyTel contains the following definition:

"Dedicated Transport" is defined as an Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated CenturyTel Central Offices. Dedicated Transport may only extend between two CenturyTel Central Offices².

The TRRO went on to define Entrance Facilities as "the transmission facilities that connect competitive LEC networks with incumbent LEC networks",³ The FCC went on to reinstate that dedicated transport included entrance facilities⁴. The Entrance Facility is going to be a physical facility running from a point in the rate center, outside of the LEC central office, that runs through the LEC's central office entrance manhole and into the central office. CenturyLink is not providing that facility to Socket.

In billing Socket, CenturyLink has provided Socket with identification numbers along with each billed Entrance Facility. Instead of Entrance Facilities, these DS1 identification numbers identify trunking. Consistent with the trunking requirements in the ICA, trunking defines a logical path across a facility for the purpose of routing traffic to specific locations. The trunking requirements for transmitting traffic between Socket's and CenturyLink's networks are set forth in Article V, Section 11 and are completely separate from the sections governing interconnection methods. Charging for trunks and calling them entrance facilities in this scenario is completely inappropriate. Socket

¹ FCC Triennial Review Remand Order, Para. 67.

² Article 7, Section 7.2

³ FCC Triennial Review Remand Order, Para. 136.

⁴ Ibid, Para. 137.

is not leasing any DS-1 facility from CenturyLink and CenturyLink has not accurately described the interconnection method. Instead, Socket and CenturyLink have established DS-1 trunking groups across interconnected DS-3 facilities in order to route traffic across those facilities through the Point of Interconnection ("POI").

Second, you need to understand the definition of the Point of Interconnection ("POI") and the location of the various POIs that connect Socket and CenturyLink's networks. The ICA defines the Interconnection Point or Point of Interconnection as the "physical point on the network where the two Parties Interconnect. The IP is the demarcation point between ownership of the transmission facility."⁵ It goes on to make it clear that, "Each Party is responsible for bringing its facilities and trunks to the POI."⁶ The specific POIs in place are defined by our ICA under multiple scenarios but are still considered to be where Socket's facilities, or those of a third-party, interconnect with or terminate on CenturyLink's facilities. As each POI (Branson, Wentzville, and Columbia) is different, I will address these individually. However in each scenario, the networks are interconnected with DS-3 facilities with DS-1 trunking established across those facilities.

Wentzville

The POI for LATA 520 is in the CenturyLink Wentzville Central Office ("CO"). CenturyLink is billing Socket for 10 DS-1 entrance facilities for the Wentzville Interconnection. Eight of these DS-1s are in trunking groups that are provisioned on Socket provided third-party DS-3 facility that terminates on a CenturyLink Digital Access Cross-Connect System ("DACS") inside CenturyLink's Wentzville Central Office. Socket provided CenturyLink with a DS-3 Circuit Facility Address ("CFA") to identify the DACS where the DS-3 was to physically terminate. Under this arrangement, the parties are interconnected under Article V, Section 6.1.4 at the DS-3 level where Socket leases a DS-3 facility from LightCore that terminates on a CenturyLink cross-connect facility inside the Central Office. The POI is the location where that third-party DS-3 facility terminates on the CenturyLink DACS. The DACS is CenturyLink's cross-connect equipment and represents the POI.

The trunking that CenturyLink is billing Socket for are simply DS-1 trunking groups that create logical paths through the POI for the purpose of routing traffic. They do not represent any additional facilities. It should also be noted that these trunking groups are a combination of one-way and two-way trunks. Therefore, they carry both Socket and CenturyLink originated traffic.

The remaining two DS-1 Entrance Facilities that CenturyLink is billing Socket are for the trunking that was provisioned on a leased-facility that ran from Socket's collocation cage, through the Central Office, and terminated on a CenturyLink DSX panel. The leased-facility Socket connected to CenturyLink's DSX panel was the Facility Termination rate element that Socket purchased from CenturyLink as part of its Wentzville Collocation. This rate element is found in CenturyTel of Missouri LLC's Local Network Access Services Tariff, P.S.C. Mo. No. 8 ("Collocation Tariff). The charge for the Facility Termination rate element recovers the cost of the facility necessary to reach CenturyLink's DSX termination panel and to terminate those facilities on that DSX facility termination panel. The POI for this interconnection is the DSX facility termination panel where Socket's leased network facility terminated on CenturyLink's network. The two DS-1 Entrance Facilities for which Socket is being billed are simply logical paths across those facilities for the purpose of routing traffic through this POI but do not represent any facilities. These charges are erroneous.

⁵ Article 2, Section 1.6.1.

⁶ Article V, Section 8.1.

It should also be noted that Socket disconnected the Facility Termination rate element in June. Obviously, trunking groups provisioned on those facilities can no longer be in service and is yet another reason Socket should not be billed for Entrance Facilities.

Branson

CenturyLink is erroneously billing Socket for six DS-1 Entrance Facilities that are actually trunking groups associated with Socket's Branson local trunking group. The trunking on Socket's side of the POI is on a third-party leased DS-3 facility that interconnects with CenturyLink's network in LightCore's Point of Presence ("POP"). The third-party that provides the DS-3 facility to Socket is LightCore. The POI in this instance is where the third-party DS-3 facility physically connects with CenturyLink's DS-3 facility. This is consistent with Article V, Section 6.1.4.

The DS-1 Entrance Facilities that CenturyLink is billing Socket for is simply the DS-1 trunking that creates a logical path across the DS-3s through the POI for the purpose of carrying two-way local traffic. These charges are erroneous.

Columbia

CenturyLink is erroneously billing for 18 DS-1 Entrance Facilities for two wirecenters in the Columbia exchange. 4 DS-1 Entrance Facilities are for the CLMAMAXB (Columbia West) wirecenter and the rest are for the CLMAMOMA (Columbia Main) wirecenter. However, all of these are trunks on the same DS-3 facility. That DS-3 facility carrying this trunking interconnects with CenturyLink's network in the Columbia Main wirecenter at the DS-3 level. In this instance, the POI is where the DS-3 Channel Termination facility that Socket leases from CenturyLink as part of its Columbia Main Collocation terminates on a CenturyLink DACS. The charge for the Facility Termination purchased from CenturyLink's Collocation Tariff recovers the cost of the facility necessary to reach CenturyLink's DACS termination panel and to terminate facilities on that termination panel. The POI for this facility is the DACS facility termination panel where Socket's leased network terminates on CenturyLink's network. Socket provided CenturyLink with a CFA identifying where the DS-3 Facility was to physically terminate on CenturyLink's network. That establishes the POI. The trunking on that DS-3 facility is what designates whether the traffic on CenturyLink's side of the POI is routed between Socket's network and the Columbia Main wirecenter or Socket's network and the Columbia West wirecenter.

The Entrance Facilities that CenturyLink is billing Socket for is simply the DS-1 trunking routing two-way traffic through the POI. These charges are erroneous.

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

**WITNESS my hand and seal of the Public Service Commission,
at Jefferson City, Missouri, this 22nd day of April 2020.**




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

April 22, 2020

File/Case No. TC-2020-0333

**Missouri Public Service
Commission**

Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office of the Public Counsel

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.