

Exhibit No.: ____
Issue: Entrance Facility Charges
Witness: Joshua Nielsen
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: CenturyTel of Missouri,
LLC d/b/a CenturyLink
Case No.: TC-2020-0333
Date Testimony Prepared: June 30, 2020

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

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

REBUTTAL TESTIMONY

OF

JOSHUA NIELSEN

ON BEHALF OF CENTURYLINK

June 30, 2020

1 **Q. Please state your name and address:**

2 A. My name is Joshua Nielsen and my business address is 250 E 200 S RM 611, Salt Lake
3 City, UT 84111.

4 **Q. By whom are you employed and what are your responsibilities?**

5 A. I am employed by CenturyLink as a Lead Project Manager in Customer Financial
6 Services. My current responsibilities include overseeing escalated billing disputes
7 between CenturyLink and its customers who purchase Wholesale Services. In that
8 position, I regularly meet with customers and try to resolve disputes and disputed
9 amounts to the satisfaction of both parties.

10 Prior to my current role, I have also worked as a Manager of Credit and Collections in the
11 Wholesale Credit and Collections Center and Wholesale Service Manager. In all, I have
12 been with CenturyLink for 21 years.

13 **Q. Please describe your educational background.**

14 A. I have a Master of Science in Psychology from the University of Phoenix, as well as
15 Bachelor of Science in Psychology and Anthropology from the University of Utah.

16 **Q. Have you previously testified before State Public Utilities Commissions?**

17 A. Yes. I have appeared before and testified in Commission hearings in Minnesota, New
18 Mexico, Oregon, Nevada, and Arizona as an expert telecom witness and company
19 business representative. I have also appeared in Federal Court in Denver, CO, as an
20 expert telecom witness.

21 **Q. What is the purpose of your rebuttal testimony?**

1 A. I have been asked to address the entrance facility billing dispute between Socket and
2 CenturyLink and respond to Socket witness Matthew Kohly regarding our discussions
3 that preceded the filing of this case.

4 **Q. From the beginning of your interaction with Socket, please explain your dispute**
5 **discussions with Socket witness, Mr. Kohly.**

6 A. In December, 2019, I was asked by my leadership to address withheld past due balances
7 for entrance facilities which Socket disputed. The past due amount was approximately
8 \$100,000.00 at the time.

9 I reached out to Socket Telecom and introduced myself and proposed a conference call to
10 discuss and understand their dispute. I explained to Mr. Kohly that in reviewing the
11 notes of the past dispute, I understood I was not the first CenturyLink representative to
12 discuss this dispute with Socket. So, I asked to start from the beginning with the intent of
13 thoroughly understanding the issue.

14 Mr. Kohly said that Socket did not agree with CenturyLink's billing of entrance facilities
15 starting in 2017. He asked me to define and describe the entrance facilities in writing and
16 explained that, in his opinion, the nature of the interconnection relationship between
17 CenturyLink and Socket would negate the need for and, therefore, the charging of
18 entrance facilities.

19 Due to the holidays and internal meetings to understand Socket's dispute from our
20 company representatives, we did not meet until February 2020 via conference call. We
21 also exchanged several emails. During our calls, I wanted to get to the root of what
22 Socket had ordered from CenturyLink and the nature of their network relationship with

1 CenturyLink. I asked Mr. Kohly for a copy of the Access Service Requests (ASRs)
2 which Socket issued to CenturyLink to establish its interconnection. To date, Mr. Kohly
3 has not provided copies of the relevant ASRs. We also discussed Socket's opinion of the
4 function and location of their Point of Interconnection (POI), the location where Socket's
5 network meets CenturyLink's network, and the reasons for CenturyLink not billing for
6 entrance facilities until 2017.

7 We had a call scheduled for April 6, 2020, to continue our discussion when I learned on
8 April 2, 2020, that Socket had filed for arbitration and had included the entrance facility
9 dispute as an issue to be arbitrated. Mr. Kohly, through our previous conversations, did
10 not tell me that Socket planned to arbitrate this dispute, even though we were still in the
11 middle of our discussions and still trading information. I subsequently cancelled the next
12 call and I have not discussed the dispute with Socket since April 6, 2020.

13 **Q. What services did Socket order from CenturyLink pursuant to the 2006 ICA?**

14 A. Reviewing the Interconnection Agreement (ICA), billing, and service ordered, Socket
15 ordered trunking from CenturyLink's network to Socket's network for the mutual
16 exchange of local traffic. This is a very common product across the CenturyLink
17 territory. I found that Socket clearly ordered trunking services pursuant to the ICA,
18 including the entrance facility rate. Two separate orders were placed by Socket for a
19 muxed DS3 from CenturyLink to Socket's network facility, and for the trunking to ride
20 the DS3 facility. The muxing of the DS3 allows for DS1s to ride the higher facility. The
21 DS1 entrance facility that Socket ordered is billed at the rate specified in the ICA.

1 This type of service ordered by Socket is designed for a Competitive Local Exchange
2 Carrier to exchange local traffic on CenturyLink's network, and requires discussions
3 between the customer and CenturyLink to agree on the network ordering requirements.
4 These conversations were held between the two companies as Mr. Kohly describes on
5 page 9 of his direct testimony in 2006.

6 **Q. Did Mr. Kohly present any factual arguments during your conversations via email**
7 **or conference call?**

8 A. No. Mr. Kohly was continually asking for an explanation of the entrance facilities and
9 challenged the network relationship between CenturyLink and Socket. As I stated before,
10 my goal was to address the factual basis of what Socket ordered and what CenturyLink
11 was charging. While Socket has clearly ordered trunking facilities, as Mr. Kohly admits
12 in his testimony, he refuses to acknowledge that those trunks ride physical facilities that
13 allow Socket to enter CenturyLink's network and exchange traffic.

14 I disagree with Mr. Kohly's description of the network connection Socket ordered from
15 CenturyLink. Because Socket is physically located in the CenturyLink office, Socket is
16 not being charged any mileage, but it is being charged for the link/circuit which connects
17 Socket's network with CenturyLink's network. While Mr. Kohly has maintained that
18 Socket could choose any technically feasible point on CenturyLink's network to
19 interconnect, Socket must still have an entrance facility in order to interconnect and
20 exchange local traffic with CenturyLink. The rate/charge for doing so is the DS1 and
21 DS3 entrance facility rates listed in the ICA (See Article VII, A. Price Schedule).

1 Of further concern is Mr. Kohly's statement in his direct testimony on page 11 that
2 interconnection and trunking are separately addressed in Article V of the Interconnection
3 Agreement. This is simply not factual. Article V 1.1 explains the entire subject is about
4 the technical requirements of interconnection:

5 *This Article describes the technical arrangements by which Socket and*
6 *CenturyTel will interconnect their networks when Socket is providing its*
7 *switching facilities to serve a given exchange area and related terms and*
8 *conditions herein.*

9 On page 5 of Mr. Kohly's direct testimony, he asserts that CenturyLink's billing of
10 entrance facilities was an "inappropriate and illegal change in billing" without any further
11 explanation why this charge was illegal. His only argument is that it was "plainly
12 illogical". But he neglects to note that the entrance facility rate charge is clearly stated in
13 the Price Schedule of the ICA.

14 As Mr. Kohly notes, the Socket ICA was arbitrated before the Missouri Commission.
15 During that arbitration, the issue of entrance facilities was not listed as a contested issue,
16 yet it is referenced in the ICA and a rate was established for this element. Socket did not
17 object to or oppose entrance facilities being part of the ICA in the arbitration. In
18 addition, Socket knowingly ordered trunking facilities on DS3s and DS1s and has been
19 using these facilities since 2006. In addition, Socket has realized the benefit of
20 CenturyLink not charging for entrance facilities for eleven years, which equates to
21 \$458,700 in unbilled services.

22 **Q. Why didn't CenturyLink bill for entrance facilities from the beginning?**

23 A. At the inception of the Interconnection Agreement, when Socket began ordering facilities
24 and trunking from CenturyLink, the billing of entrance facilities was overlooked by

1 CenturyTel until its merger with Qwest Corporation. A joint effort between former
2 Qwest and former CenturyTel employees led to the discovery of the billing omission.
3 After auditing Socket's circuits, the new merged company, CenturyLink, realized that it
4 neglected to charge for these entrance facilities and, in November of 2017, began
5 charging for the element listed in the Price Schedule of the Interconnection Agreement.

6 **Q. Did CenturyLink attempt to recoup some of the lost cost benefit to Socket of**
7 **\$458,700?**

8 A. Yes. On November 3, 2017, CenturyLink informed Socket of the billing error:

9 We discovered that CenturyLink never billed Socket for the following services
10 found in Article VIIA of the parties Interconnection Agreement. In addition,
11 CenturyLink will implement monthly billing for all entrance facilities effective
12 with Socket's November bill. Back billing will also apply in accordance with
13 Article III.

14 CenturyLink issued a back bill of \$41,705.76 which represented 12 months times the
15 entrance facility rate of \$3,475.48. None of this amount has been paid to date.

16 **Q. What is the current amount due as of today?**

17 A. The dispute continues to grow at \$3,475.48 per month and the current balance on the
18 disputed accounts, 978T121S3 and 9784T021S3, is \$152,578.66.

19 **Q. Mr. Nielsen, are there other CLECs in Missouri that are interconnected that**
20 **CenturyLink that pay for entrance facilities?**

21 A. Yes. Of particular relevance to this case, there are three other CLECs in Missouri that
22 have adopted the CenturyLink/Socket Interconnection Agreement. These CLECs are
23 interconnected with CenturyLink, both via collocation and direct interconnection trunks.
24 In all three cases, these CLECs have ordered local interconnection services identical to


1 those which Socket has ordered, and all three CLECs are billed and pay for entrance
2 facilities DS1s and muxing service.

3 **Q. Does this conclude your testimony?**

4 **A. Yes.**

VERIFICATION

Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge and belief.


Joshua Nielsen