

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Socket Telecom, LLC,)	
)	
Complainant,)	
)	
v.)	File No. TC-2020-0409
)	
Embarq Missouri, Inc dba)	
CenturyLink)	
)	
Respondent.)	
)	

NOTICE OF SETTLEMENT AND DISMISSAL

Socket Telecom, LLC and Embarq Missouri, Inc. dba CenturyLink hereby notify the Commission that they have reached a settlement in this matter and that it may be dismissed. A copy of the Settlement Agreement is attached hereto. As stated in the Settlement Agreement, Socket and Embarq have agreed to interpretations of provisions of their Interconnection Agreement that were in dispute which do not require any amendment to that agreement. Accordingly, Socket and Embarq do not believe that the Settlement Agreement requires Commission approval. Socket and Embarq request that the Commission confirm it concurs in its Order of Dismissal.

Staff is not a party to the settlement agreement; however, Staff has advised Socket and Embarq that Staff agrees that the settlement agreement reached by the parties resolves this case and negates the need for a hearing or further procedure.

Respectfully submitted,

/s/ Carl J. Lumley

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Attorneys for Socket Telecom, LLC

/s/ W.R. England III (by CJL with Authority)

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*Attorneys for CenturyLink
(Embarq Missouri, Inc.)*

CERTIFICATE OF SERVICE

The foregoing was served upon the following this 30th day of July 2021 by email to:

William R. England III
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/s/ Carl J. Lumley _____

SETTLEMENT AGREEMENT

Settlement Agreement made as of this 9th day of July, 2021, by and between Socket Telecom, LLC (herein “Socket”), and Embarq Missouri, Inc. dba CenturyLink (herein “CenturyLink/EQ”)(herein each individually a “Party” and collectively the “Parties”), to wit:

WHEREAS, Socket and CenturyLink/EQ operate under an interconnection agreement (“ICA”) that Socket adopted with approval by the Missouri Public Service Commission (“Commission”) in Case No. CO-2005-0039 (with CenturyLink/EQ being the successor to Sprint under the ICA); and

WHEREAS, a dispute arose between the Parties regarding Socket’s access to CenturyLink/EQ’s 911 Selective Router (“the Dispute”), which is now the subject of a proceeding before the Commission in Case No. TC-2020-0409; and

WHEREAS, in order to avoid the uncertainties and costs related to litigation of the Dispute, the Parties expended significant efforts and have negotiated a settlement of the above-referenced Dispute;

NOW, THEREFORE, in accordance with the foregoing recitals which are part of this Settlement Agreement, and in consideration of the promises herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. With CenturyLink/EQ’s assistance, Socket has reconfigured its access arrangements relative to CenturyLink/EQ’s 911 Selective Router such that the Parties now agree that the ICA governs such arrangements and CenturyLink/EQ’s tariffs do not apply. The applicable charges are \$19.59 per DS0 equivalent port per month, and in the

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event of any new arrangements established after the date hereof a nonrecurring charge of \$103.49 per DS0 equivalent port, per the Rate Table of the ICA, 911 and E911 Database Access. CenturyLink/EQ agrees to provide Socket with a credit of \$\$26,971.98 to be applied to all invoices issued by CenturyLink/EQ to Socket after September 1, 2021, until fully utilized.

2. The Parties believe that the terms and conditions of this Settlement Agreement are not amendments to the ICA and Commission approval is not required. However, the Parties will submit this settlement agreement to the Commission, and if the Commission determines otherwise, the Parties agree to amend the ICA consistent with this Settlement Agreement and submit same for the Commission's approval. The provisions hereof shall remain in effect notwithstanding such submittal and shall be substantively modified consistent with the intent hereof only as may be required by the Commission to gain approval of such submittal.

3. The Parties acknowledge and agree that this Settlement Agreement resolves all of the issues in dispute in in Case No. TC-2020-0409. Socket shall promptly dismiss its Complaint pending therein, and CenturyLink/EQ consents to such dismissal.

4. In accordance with the foregoing, upon execution and delivery of this Settlement Agreement by and between all Parties, each Party releases the other from any and all liability regarding Socket's access to CenturyLink/EQ's 911 Selective Router through the date of this Settlement Agreement. Pursuant to such release, CenturyLink/EQ will also issue a credit for the unpaid charges of \$9,137.31 previously billed to Socket for access to CenturyLink/EQ's 911 Selective Router.

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5. Each Party agrees that from time to time they will execute and deliver such further documents and take any such other actions as another Party may reasonably request to carry out the purpose and intent of this Settlement Agreement. The Parties agree that they will not take any action that will prevent their performance of this Settlement Agreement in accordance with its terms.

6. This Settlement Agreement is the final and complete expression of the Parties' understanding regarding resolution of the matters addressed in this Settlement Agreement, superseding any and all prior oral and written understandings and agreements pertaining thereto to the extent of any inconsistency. The terms of this Settlement Agreement cannot be waived or modified except in writing signed by an authorized representative of the Party to be charged therewith. This Settlement Agreement has been prepared by the combined efforts of the Parties and their respective attorneys and each of the Parties to this Settlement Agreement acknowledges that they have had this Settlement Agreement reviewed by such of their attorneys and advisors as they deem necessary. The Parties hereto further acknowledge that they have: (i) independently investigated such facts and to the extent, if any, as they deemed necessary or appropriate in order to make the decision to enter into this Settlement Agreement; (ii) made an independent determination to enter into this Settlement Agreement; (iii) not relied upon any statement of or information received from any other Party or from counsel for any other Party that is not expressly reflected herein in making such independent determination; and (iv) there have been no written or oral representations made to induce them to execute this Settlement Agreement that are not expressly reflected herein. The Parties shall bear any

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and all of their respective legal fees and expenses incurred as a direct and/or indirect result of the disputes resolved and the negotiation of this Settlement Agreement.

7. The Parties and the undersigned individuals hereby warrant and represent they have all requisite authority to enter into this Settlement Agreement.

8. The interpretation and performance of this Settlement Agreement, except as otherwise specifically provided, shall be governed by the internal laws of the State of Missouri (excluding its conflict of law rules).

9. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, their parent, subsidiary, and affiliated entities, members, managers, officers, directors, shareholders, agents, attorneys, employees, representatives, predecessors, successors, and assigns, including all persons and entities claiming by, through or under any of the Parties.

10. This Settlement Agreement may be executed in counterparts, the Settlement Agreement to be effective on the date that the last signature herein below required is affixed.

WITNESSETH OUR HANDS:

Socket Telecom, LLC

By: *K. Meehan*

Name: *R. Matthew Kohly*

Title: *Director*

Embarq Missouri, Inc. dba CenturyLink

By: *Michael Geraghty*
Michael Geraghty (Jul 27, 2021 17:40 MDT)

Name: Michael Geraghty

Title: Jul 27, 2021