

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

Socket Telecom, LLC,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. TC-2020-0409
	)	
	)	
Embarq Missouri, Inc.	)	
d/b/a CenturyLink/EQ,	)	
	)	
Respondent.	)	

**ANSWER OF EMBARQ MISSOURI, INC., D/B/A CENTURYLINK/EQ**

COMES NOW Embarq Missouri, Inc., d/b/a CenturyLink (“CenturyLink/EQ”), pursuant to 20 CSR 4240-2.070(9) and the Missouri Public Service Commission’s (“Commission”) Order Giving Notice of Contested Case and Directed Filing issued June 24, 2020, in the above-referenced matter, and submits the following Answer to the Complaint filed by Socket Telecom, LLC (“Socket”).

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

1. CenturyLink/EQ is without sufficient information to form a belief as to the allegations contained in paragraph 1 of the Complaint and, therefore, denies same.
2. Paragraph 2 contains information regarding the person to whom inquiries, correspondence, communications, etc., relating to this matter should be directed and is not an allegation of fact and, therefore, no answer is required.
3. CenturyLinkEQ admits the allegations contained in paragraph 3 of the Complaint.
4. CenturyLink/EQ admits the allegations contained in paragraph 4 of the Complaint.

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

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

7. CenturyLink/EQ admits that it and Socket are competitors and operate under an Interconnection Agreement that was approved by the Commission and became effective in December 2005, in Case No. CO-2005-0039. Furthermore, CenturyLink/EQ has no objection to the Commission taking notice of this ICA, including amendments thereto approved by the Commission, and related Orders and proceedings which are contained in the Commission’s files relating to this ICA.

8. CenturyLink/EQ denies that it has breached the parties’ ICA. Specifically, CenturyLinkEQ denies that it has imposed “inapplicable” interstate Special Access Termination and Transport charges for Socket’s access to CenturyLink/EQ’s 911 selective router located in Jefferson City, Missouri. CenturyLink/EQ does admit that Socket may purchase DS1 transport service pursuant to the ICA in order to access CenturyLink/EQ’s selective router located in Warrensburg, Missouri.

9. CenturyLink/EQ admits that Socket timely invoked the dispute resolution provisions of the ICA regarding the above-listed issues and that it has been more than 60 days since Socket invoked these provisions. CenturyLink/EQ further admits that its negotiations with Socket have not fully resolved the issues and, as indicated above, it is willing to arbitrate those issues pursuant to Article III Section 18 of the ICA and Section 386.230, RSMo.

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

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

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

Respectfully submitted,  
**Brydon, Swearingen & England, P.C.**

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## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was delivered by first class mail, electronic mail or hand delivery, on this 24<sup>th</sup> day of July, 2020, to the following parties:

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*/s/ W. R. England, III*