



Jason D. Topp
Associate General Counsel - Regulatory
(651) 312-5364

September 8, 2015

Mr. Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

**Re: Qwest Corporation dba CenturyLink QC vs.
Charter Fiberlink CCO, LLC**

Dear Mr. Wolf:

Enclosed for filing is Qwest Corporation dba CenturyLink QC's Verified Complaint and Request for Expedited Proceeding to Enforce Interconnection Agreement with Charter Fiberlink CCO, LLC regarding the above-referenced matter.

Very truly yours,

/s/ Jason D. Topp

Jason D. Topp

JDT/bardm

Enclosures

cc: Service List

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC
Dianne	Barthel	Dianne.barthel@centurylink.com	Centurylink Communications, LLC	200 South Fifth Street Room 2200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC
Linda	Chavez	linda.chavez@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 55101-2198	Electronic Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC
Legal	Department	N/A	Charter Communications, Inc.	12405 Powerscourt Drive St. Louis, MO 63131	Paper Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC
K.C.	Halm	kchalm@dwt.com	Davis Wright Tremaine LLP	Suite 800 1919 Pennsylvania Avenue Washington, DC 200063402	Electronic Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC
Anthony	Mendoza	tony@mendozalawoffice.com	Mendoza Law Office, LLC	790 S. Cleveland Ave. Suite 206 St. Paul, MN 55116	Electronic Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC
Michael R.	Moore	michael.moore@charter.com	Charter Communications, Inc.	12405 Powerscourt Dr St. Louis, MO 63131	Electronic Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC
Jason	Topp	jason.topp@centurylink.com	CenturyLink	200 S 5th St Ste 2200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Qwest Corporation_Qwest Corporation dba CenturyLink QC vs. Charter FiberLink CCO, LLC

take appropriate steps to ensure that calls bound for its NPA-NXX in the Duluth-Superior EAS area are routed to the appropriate destination

CenturyLink files this expedited verified complaint pursuant to Minn. Stat, § 237.081, § 237.461, § 237.61, § 216A.05 and Minn. R. 7829.1700. It requests that this complaint be resolved on an expedited basis.

I. PARTIES

1. CenturyLink is a Delaware corporation with its principle place of business in Monroe, Louisiana, with offices in Minnesota at 200 South 5th Street, Minneapolis, Minnesota. CenturyLink is the incumbent telecommunications provider (“ILEC”) certified to provide, among other things, switched local exchange services in a number of exchanges in Minnesota, including exchanges in Duluth, Minnesota.

2. CenturyLink provides local services to residents and businesses in Duluth and routes local calls originated by its customers as well as customers of other Duluth area local providers to local customers within the Duluth-Superior EAS territory established by the Minnesota Public Utilities Commission (“Commission”) and the Wisconsin Public Service Commission.

3. CenturyLink provides local services as a regional bell operating company in a 14 state region that includes Minnesota but does not include Wisconsin.

4. CenturyLink is represented in this proceeding by its attorney:

Jason Topp
Associate General Counsel
CenturyLink
200 South 5th Street, Room 2200
Minneapolis, MN 55402
(651) 312-5364
Jason.topp@centurylink.com

5. Respondent Charter is a competitive local exchange carrier (“CLEC”) certified to provide local exchange service in Minnesota, including in CenturyLink’s incumbent local service territory in Duluth, Minnesota, pursuant to authority granted by the Commission and is a “telecommunications carrier” under Minn. Stat. § 237.01, subd. 6.

6. Charter is headquartered in St. Louis, Missouri, and lists the following address for notices on its interconnection agreement with CenturyLink QC:

Attention: Legal Department
12405 Powerscourt Drive
St. Louis, MO 63131

With a copy to:
K.C. Halm
Davis Wright Tremaine LLP
1919 Pennsylvania Ave., NW, Suite 200
Washington, D.C. 20006

7. On information and belief, Charter is represented in this proceeding by its attorney:

Tony Mendoza
Mendoza Law Office, LLC
1000 University Ave., Suite 222
St. Paul, MN 55104
tony@mendozalawoffice.com
www.mendozalawoffice.com

II. JURISDICTION

8. The Commission has jurisdiction over this Complaint pursuant to 47 U.S.C. § 252(e) (authority of state commissions to enforce interconnection agreements), Minn. Stat. § 237.081 (Commission investigation), Minn. Stat. § 237.461 (enforcement), Minn. Stat. § 237.61 (expedited proceeding), § 216A.05 (Commission authority to hear complaints) and Section 5.18 of the interconnection agreement (reserving the parties’ rights to resort to the Commission for resolution of disputes arising under the interconnection agreement). This

complaint involves Minnesota customers placing local calls in a local calling area established by the Minnesota Commission. The Commission has jurisdiction to hear this complaint.

III. STATEMENT OF LAW AND FACTS COMMON TO ALL COUNTS

9. The Commission has issued orders granting extended area service local calling between Duluth, Minnesota and Superior, Wisconsin. Under these orders, local customers in Duluth pay a surcharge ordered by the Commission and are entitled to place local calls to customers located in Superior. This route is reflected in CenturyLink's Exchange and Local Access Tariff No. 1, Section 5.1.1.

10. Telephone companies route local calls to other carriers on the basis of the first six digits of the terminating telephone number. These digits, commonly referred to as the NPA-NXX, traditionally identified the carrier serving the customer on the receiving end of the call. After the caller dialed the digits, the originating switch would route the call to the carrier associated with the dialed NPA-NXX to complete the call.

11. This system only is effective if an NPA-NXX is associated with one carrier. Prior to 1996, telephone calls were routinely routed in this fashion. In 1996, Congress imposed on all telecommunications carriers "the duty to provide, to the extent technically feasible, number portability in accordance with the requirements prescribed by the Commission."¹ The FCC issued rules that require that local exchange carriers have the ability to port numbers within its NPA-NXX to other carriers² and donate blocks of a thousand numbers receiving little use back to the numbering plan administrator.³

¹ 47 U.S.C. § 251(b)(2).

² See 47 C.F.R. § 52.23 (setting forth specific requirements).

³ See 47 C.F.R. § 52.20 (addressing thousands-block number pooling).

12. Number portability complicates the call routing process. If a number is ported, or is a part of a thousand block that has been donated back to the numbering administrator, the NPA-NXX no longer identifies the carrier serving the terminating customer. In order to address this issue, Congress and the FCC directed that number portability databases be created and that the industry agree on guidelines for who should check the number portability database (known as a “dip”) to identify the carrier serving the particular customer. The industry, at the direction of the FCC, has worked together to determine who is responsible for performing this database dip. Generally, the originating provider is responsible for performing the dip for a local call. These rules become more complicated, however, in a situation where the local call crosses state lines. In such situations, the carrier who is assigned the NPA-NXX (referred to as the donor carrier) is the designated party responsible for performing the dip.

Charter/CenturyLink Interconnection Agreement

13. On September 19, 2009, the Commission issued an order approving an arbitrated interconnection agreement between the predecessors of CenturyLink QC and Charter.⁴ The interconnection agreement requires that the parties follow industry standards when it comes to ensuring that calls to local numbers are completed. Section 10.2.2.3 provides:

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

⁴ *In the Matter of the Joint Application for Approval of an Arbitrated Agreement Between Charter Fiberlink, LLC and Qwest Corporation*, Dkt No. P-5535, P421/M-08-952; P-5535, P421/IC-09-969, Order (Sept. 19, 2009).

Because unique concerns arise in connection with interLATA EAS calls, an industry working group of the North American Numbering Council (NANC) established best practices for routing of such calls. Those recommendations are available at <http://www.npac.com/lnpa-working-group/lnp-best-practices#0004> and were approved and endorsed by the NANC on January 19, 2005. Those practices provide specific guidance for intraLATA EAS routes that require the originating carrier to perform the appropriate database query and route the call:

- On intraLATA calls to EAS codes, the originating carrier is the N-1 carrier and is responsible for the query on all calls to portable EAS codes.

By contrast, interLATA EAS calls create unique issues. In some situations, the local carrier that originated the call is not certificated to provide local service in the service territory of the terminating carrier. In other cases, an NPA-NXX or the local routing number associated with the terminating carrier might encompass both calls within an EAS local calling area and locations that are properly classified as toll calls. To accommodate those circumstances, the NANC adopted recommendations that accommodate such situations:

- In cases where the originating carrier's switch supports the function to route interLATA EAS calls to ported numbers as a local call via an interLATA LRN, and trunking to all potential final destinations (or their POIs in the EAS area) have been established, the query will be performed in the originating switch.
- On interLATA calls to EAS codes where the originating carrier does not support the function to route the call as a local call to ported numbers via an interLATA LRN, the donor carrier in the terminating LATA performs the role of the N-1 carrier (i.e., does the database dip and routes the call to the switch serving the ported number). In this instance, the donor carrier will perform the LNP query in the terminating LATA in either that carrier's donor end office or terminating LATA tandem, whichever terminates trunks from the originating LATA on calls to EAS codes. (Note that the terminating LATA tandem case is only applicable if the donor carrier has a tandem in the terminating LATA, and all switches in the originating LATA that can place local calls to the EAS codes in the terminating LATA have trunking to the tandem in the terminating

LATA per mutually accepted interconnect agreements.) The originating carrier is responsible for compensation to the donor carrier for performing the N-1 database dip function.

The donor carrier in the terminating LATA may charge the originating carrier for transit (consisting of transport and switching) of the call.

This language takes into account current technical limitations and regulatory constraints as well as existing configuration issues. Carriers may consider making modifications to their querying and routing arrangements as technology upgrades and changes to interconnecting configurations permit.

Charter's Violation of these Requirements for Calls Originating from Duluth

14. Under the industry standards (and therefore the interconnection agreement), the company designated as the "donor carrier" in an interLATA EAS situation is responsible for doing the database dip and routing the call so that it completes. This approach makes sense for interLATA EAS situations because the NPA-NXX of the terminating company is associated with another state and, in this case, outside the serving territory of the originating company. As a result, the originating carrier's switch cannot route interLATA EAS calls to ported numbers as local calls using an LRN that is interLATA in nature.

15. Attached as Exhibit A to this complaint is a diagram that shows how such calls are routed. The calls originate in Duluth and are forwarded to Charter based on the dialed NPA-NXX. If the customer is a Charter customer, the call completes. If the number has been ported to another carrier or is in a thousand block returned to the numbering pool, Charter should perform a database dip and route the call to the carrier that has obtained the customer. To CenturyLink's knowledge, all other carriers in a similar situation in the Duluth-Superior EAS area perform these functions. Charter does not. Instead, the call fails to complete, and the originating caller hears a fast busy signal.

16. Charter's failure to perform these functions violates the interconnection agreement. It also violates 47 U.S.C. 251(b)(2) that requires the company to make number portability available.

Efforts to Resolve

17. CenturyLink has brought this issue to the attention of Charter and conducted several telephone conferences in an effort to resolve this issue. The matter remains unresolved.

COUNT I - VIOLATION OF INTERCONNECTION AGREEMENT

18. CenturyLink incorporates by reference thereto paragraphs 1 through 17 of this complaint.

19. Section 10.2.1.1 of the interconnection agreement provides in relevant part that: "Each Party shall provide Local Number Portability (LNP) as defined by Applicable Law to the other Party and affected End Users to the extent and in the manner required by Applicable Law."

20. Section 4 of the interconnection agreement defines an "End User Customer" as "a third party retail Customer that subscribes to a Telecommunications *Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.*" (emphasis added).

21. Section 10.2.2.3 of the interconnection agreement provides: "In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard."

22. The Telecommunications Industry has adopted a standard applicable to interLATA EAS call routing that provides:

- In cases where the originating carrier's switch supports the function to route interLATA EAS calls to ported numbers as a local call via an interLATA LRN, and trunking to all potential final destinations (or their POIs in the EAS area) have been established, the query will be performed in the originating switch.
- On interLATA calls to EAS codes where the originating carrier does not support the function to route the call as a local call to ported numbers via an interLATA LRN, the donor carrier in the terminating LATA performs the role of the N-1 carrier (i.e. does the database dip and routes the call to the switch serving the ported number). In this instance, the donor carrier will perform the LNP query in the terminating LATA in either that carrier's donor end office or terminating LATA tandem, whichever terminates trunks from the originating LATA on calls to EAS codes. (Note that the terminating LATA tandem case is only applicable if the donor carrier has a tandem in the terminating LATA, and all switches in the originating LATA that can place local calls to the EAS codes in the terminating LATA have trunking to the tandem in the terminating LATA per mutually accepted interconnect agreements.) The originating carrier is responsible for compensation to the donor carrier for performing the N-1 database dip function.

The donor carrier in the terminating LATA may charge the originating carrier for transit (consisting of transport and switching) of the call.

23. These standards require that Charter ensure that interLATA EAS calls placed to its assigned 715-718 NPA-NXX are routed to the appropriate terminating provider.

24. Charter has failed to perform or arrange to perform the database dip and routing functions required by this standard.

25. Charter's failure to perform these functions is a violation of its interconnection agreement with CenturyLink.

COUNT II – DISCRIMINATION

26. CenturyLink incorporates by reference thereto paragraphs 1 through 26 of this complaint.

27. Minn. Stat. § 237.09 prohibits unreasonable discrimination.

28. On information and belief, Charter routes calls from its own customers to numbers within its 715-718 NPA-NXX, even when the telephone number has been ported to another carrier or the thousand block number has been donated by Charter and assigned to another carrier.

29. Charter does not route such calls when originated by CenturyLink QC or other carriers that originate such calls from Minnesota.

30. Charter's failure to act constitutes unreasonable discrimination in violation of Minn. Stat. §§ 237.09 and 237.121.

PRAYER FOR RELIEF

WHEREFORE, CenturyLink respectfully requests that the Commission issue an order that:

1. Requires Charter to perform or arrange for appropriate database dips and routing so that calls in the Duluth-Superior EAS area dialed to numbers within the 715-718 NPA-NXX are routed to the appropriate carrier for completion;
2. Resolve this matter on an expedited basis;
3. Order such other relief that it finds appropriate.

Dated this 8th day of September, 2015.

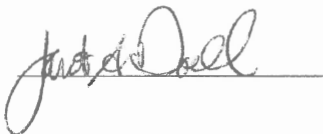
QWEST CORPORATION DBA
CENTURYLINK QC

/s/ Jason D. Topp _____
Jason D. Topp
200 South 5th Street, Room 2200
Minneapolis, MN 55402
(651) 312-5364

VERIFICATION

I, Janet A. Doell, state that I have knowledge of the matters set forth in the above Verified Complaint and hereby verify, under the penalty of perjury, that to the best of my knowledge and belief, all of the allegations and statements contained herein are true and correct.

Dated this 8th day of September, 2015.

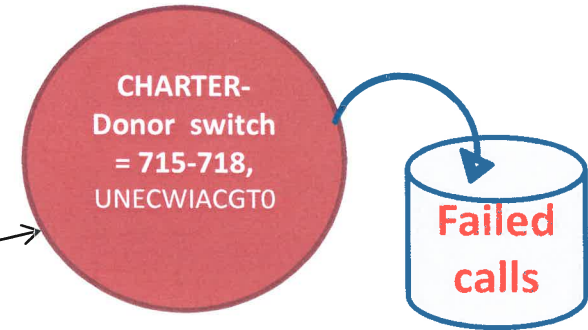
A handwritten signature in cursive script, reading "Janet A. Doell", is written over a horizontal line.



NPAC shows Cingular's LRN = 7158947999. Charter should dip NPAC, get LRN, route call to CTL tandem (per the LERG) so it can be sent onto Cingular. Instead Charter not doing N-1 dip and so is failing the calls in this switch.

SUPERIOR WI LATA 352

DULUTH LATA 624



EAS Trunk Group to Charter's Superior, WI
NPA-NXX=715718

Duluth, 218279 Qwest



Just one failed call example:
Calling TN= 218-279-XXXX
Called TN= 715-718-XXXX

Calling TN= 218-279-XXXX

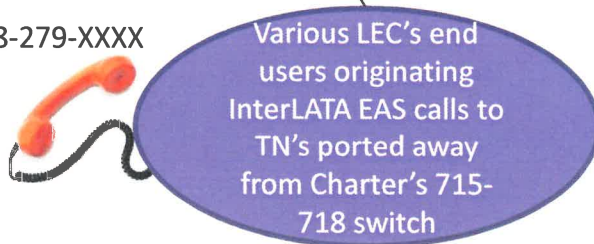


Exhibit A