

July 10, 2015

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

RE: Qwest Wholesale Service Quality Standards
Docket No. P421/AM-00-849

Dear Mr. Wolf:

Attached are the comments of the Minnesota Department of Commerce (Department) in the above referenced matter. The Department is available to answer any questions the Commission may have.

Sincerely,

/s/ KATHERINE DOHERTY
Rates Analyst

And

/s/ BONNIE JOHNSON
Rates Analyst

KD/BJ/ja
Attachment

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

**COMMENTS OF THE
MINNESOTA DEPARTMENT OF COMMERCE**

DOCKET NO. P421/AM-00-849

I. PROCEDURAL BACKGROUND

On June 1, 2015, Qwest Corporation dba CenturyLink QC (CenturyLink) filed a letter (June 1, 2015 Letter) requesting that the Minnesota Public Utilities Commission (Commission) issue an order discontinuing the Wholesale Service Quality standards adopted by the Commission in the instant docket on July 3, 2003.

On June 1, 2015, the Commission issued a Notice Soliciting Comments regarding CenturyLink's request. The Notice requested initial comments by July 10, 2015, and Reply Comments by July 30, 2015.

II. HISTORICAL BACKGROUND

On June 8, 2000 the Commission opened Docket P421/AM-00-849 to develop service quality standards for wholesale transactions between Qwest Corporation (Qwest) (then U S West Communications, Inc. (U S West), and competitive local exchange carriers (CLECs). As a condition of approving the merger between U S West and Qwest, Qwest committed to assume U S West's regulatory obligations, and to participate and cooperate in the establishment of permanent wholesale service quality standards.

As the Commission considered the issues in the Wholesale Service Quality (WSQ) Docket, the Commission separately considered issues related to Qwest's application with the FCC for permission to offer interLATA long distance service within its incumbent local exchange service area.¹ Qwest's Minnesota Performance Assurance Plan (MPAP) arose from the FCC's requirement that the petitioning Regional Bell Operating Company (RBOC) submit a

¹ The Telecommunications Act of 1996 (the Act), Section 271 provided for a Regional Bell Operating Company (RBOC) to petition the FCC for entry into the interLATA long distance market, on a state by state basis, if certain requirements were fulfilled in the relevant state. The requirements were designed to ensure that the RBOC had opened its local service markets to competition. Further the RBOC was required to make a showing that its markets were irreversibly opened.

plan to ensure that once opened, the local service markets would remain open after a grant of authority to provide in-region interLATA service). On July 29, 2002, in Docket No. P421/AM-01-1376, the Commission issued an Order² provisionally approving an MPAP submitted by Qwest. Qwest submitted a final version of the MPAP on April 30, 2003. While the Commission did not act to approve the April 30 filing, Qwest submitted the April 30, 2003 PAP filing to the FCC for consideration in WC Docket No. 03-90.³ The FCC subsequently released its order granting Qwest interLATA in-region long distance authority in Minnesota on June 26, 2003.

On July 3, 2003, the Commission approved the WSQ standards.

On August 1, 2003,⁴ the MPAP became effective.

CLECs had the option of incorporating either the PAP or the MN WSQ Plan into their interconnection agreements.

Initially, the WSQ standards, like the MPAP, included self-executing penalty payments, requiring Qwest to make predetermined payments to CLECs when Qwest failed to comply with the Plan's standards. At that time, most CLECs opted to participate in the WSQ plan rather than the MPAP.

Subsequently, Qwest petitioned the Minnesota Court of Appeals, and ultimately the Minnesota Supreme Court, for review of the Commission July 3, 2003 order adopting WSQ standards. Pending the outcome of the appeals, Qwest agreed to place any self-executing payments to which CLECs were entitled pursuant to the terms of the WSQ plan into an escrow fund.

On August 18, 2005, the Supreme Court issued its Opinion finding that the Minnesota Commission lacked the authority to impose self-executing payments as an enforcement mechanism but *confirming the Commission's authority to establish minimum standards for wholesale service quality.*

² In the Matter of Qwest's Performance Assurance Plan, Docket P421/AM-01-1376, Order Adopting Proposal and Setting Further Procedural Schedule.

³ In the Matter of Application by Qwest Communications International Inc., for Authorization To Provide In-Region, InterLATA Services in Minnesota, WC Docket No. 03-90.

⁴ Since that time Qwest has modified the MPAP eight times, most recently in Docket P421/AM-13-773. The WSQ has over 40 measures that are no longer included in the MPAP. This includes several pre-order (PO) measures, order provisioning (OP) measures, and multiple maintenance and repair (MR) measures. See Attachment 1 and Attachment 2.

On July 9, 2006 the Commission solicited comments on how to proceed given the Supreme Court's Opinion. Qwest argued then, as it does now, that the WSQ Plan should be retired as redundant, stating that "In view of the fact that all CLECs have opted into the MPAP, as well as the continually evolving competitive regulatory environment, Qwest respectfully submits that the WSQs are duplicative, burdensome and unnecessary."⁵

Several CLECs commented in response to the Commission's notice. All commenting CLECs, despite having opted into the MPAP, opposed Qwest's recommendation to discontinue the WSQ standards.

On September 11, 2006, the Commission issued an Order dissolving the escrow fund and rejecting Qwest's proposal to discontinue the WSQ Plan. The Commission stated:

The Commission adopted the Plan to establish the minimum service standards to which CLECs are entitled. This fulfills the Commission's statutory mandate to ensure that rates bear a reasonable relationship to the services received, that competition for local telephone service is fair and reasonable, that service quality is maintained and improved, that customers have a choice among desirable alternatives, and that high quality telephone service is available throughout the state. Whatever the merits of the parity standard reflected in the PAP, it does not fulfill all these. It does not ensure high quality, it is not competitively neutral, and it does not develop a competitive market.

The fact that the PAP proves to be more popular among CLECs is not a reason for repealing the MN WHSQ Plan. While it is gratifying to observe that CLECs have access to an alternative that they currently prefer to this minimum standard, the Commission cannot know that they will continue to prefer this alternative in the future. Therefore the reasons for adopting the MN WHSQ Plan remain.

Similarly, the Commission will decline to eliminate the MN WHSQ Plan's reporting requirements. The Minnesota Supreme Court did not identify any fault with the Plan's reporting requirements or the Commission's authority to adopt them. The Commission will therefore continue to exercise this authority and require Qwest to report on the extent to which its wholesale services.

⁵ Qwest June 30, 2006 Comments.

III. CENTURYLINK'S CURRENT REQUEST

CenturyLink now requests, in its petition, that the Minnesota WSQ standards be eliminated, asserting that since 1) the WSQs are similar to those in the MPAP, 2) the WSQ standards do not include financial remedies, 3) every CLEC in Minnesota has chosen to have its relationship with CenturyLink governed by the MPAP instead of the WSQ standards, and the WSQ standards impose administrative costs on Qwest with little or no discernable benefit.

IV. DEPARTMENT COMMENTS

- *Parity vs Benchmark Standards*

It is important to point out that while the service quality elements that are measured pursuant to the MPAP and pursuant to the WSQ plan are similar, the standard against which CenturyLink's performance is measured and the number of elements measured⁶ under the two plans is different. The WSQ measures CenturyLink's performance in several key standards with respect to benchmarks, i.e. the *minimum service standards* to which the Commission has determined CLECs in Minnesota are entitled.⁷ The MPAP measures CenturyLink's performance with respect to the level of service quality that CenturyLink provides to its retail customers, i.e. a "parity" standard. To the extent that CenturyLink's retail performance declines, wholesale service quality can also decline, under the parity standard.

In its July 3, 2003 Order adopting the WSQ standards, the Commission noted the differences between the parity-based standards in the MPAP, and the benchmark standards in the WSQ plan, stating that "the choice between the PAP [as proposed by Qwest] and the Coalition⁸ proposal (the WSQ standards)) largely reflects the choice between using, for a few sensitive measures, a parity standard or a benchmark standard." The Commission concluded that the WSQ plan's benchmark standards "represent a better fit with the Commission's statutory directives."⁹

⁶ Compare the Table of Contents which shows the list of service quality elements from the MPAP (Attachment 1) and the WSQ (Attachment 2).

⁷ The WSQ benchmark standards apply to installation commitments, installation intervals, new service installation quality, timely jeopardy notices, repeat service troubles, and trunk blocking.

⁸ The Coalition consisted of the Department, Office of the Attorney General's Residential and Small business Utilities Division, AT&T Communications of the Midwest, Inc., Covad Communications Company, Encore Communications LLC, Eschelon Telecom of Minnesota, Inc., Global Crossing Local Services, Inc., McLeod USA, Inc., Northstar Access L.L.C, Onvoy Inc., Rhythms Links, Inc., Time Warner Telecom of Minnesota, LLC, USLink, and Worldcom Inc.

⁹ In the Matter of Qwest's Wholesale Service Quality Standards, Docket No. P421/AM-00-849, Order adopting Wholesale Service Quality Standards, July 3, 2003, pages 18-19.

Specifically, the Commission found that:

1. A parity standard does not fulfill the Commission's statutory charge to ensure the provision of high quality telecommunications service. The Commission noted that "parity with poor performance is still poor performance."¹⁰
2. A parity standard is not competitively neutral.¹¹
3. A parity standard does not promote a competitive market. Specifically, the Commission noted that "[f]or competition to thrive CLECs must have access to wholesale services of stable predictable quality. That is what a benchmark standard is intended to provide. The parity standard is not."¹²

CenturyLink has not provided, and the Department is not aware, of any new information that changes the basis for the Commission's prior decision.

- *Benefit vs Burden*

The Department acknowledges that CenturyLink finds the reporting requirements under the WSQ plan administratively burdensome. It is not yet clear to the Department, however, whether the burden outweighs the benefit, or whether eliminating some measures would reduce the burden. While CenturyLink claims the WSQ plan reporting is similar to the MPAP,¹³ CenturyLink failed to provide the detail of what measures are duplicative, and whether those measures are subject to parity standards, benchmark standards, or if the measures are designated as "diagnostic," where CenturyLink reports performance results for monitoring purposes.¹⁴ CenturyLink also makes a broad claim that it has to "spend resources in order to track performance and make modifications to the plan in order to keep it consistent with MPAP measurements"¹⁵ but provides no data or support for this claim.

In 2006, the Commission found that the benchmark standards and reporting were necessary for the Commission to ensure that wholesale service quality does not decline, despite the fact that at that time most CLECs had opted into the MPAP, largely if not entirely due to the financial remedies that the MPAP provides.

¹⁰ Id.

¹¹ Id.

¹² Id.

¹³ June 1, 2015 Letter, p. 1.

¹⁴ See Minnesota Exhibit K Section 2.1 (Plan Structure) dated 1/1/2014 at <http://www.centurylink.com/wholesale/clecs/nta.html>

¹⁵ June 1, 2015 Letter, p. 2.

According to CenturyLink, since that time, no CLEC has opted into the WSQ plan, and no CLEC currently subscribes to the WSQ Plan. It is not clear whether the fact that CLECs have chosen the MPAP over the WSQ standards diminishes the utility of the WSQ standards and the associated reporting to the Commission. It is also unclear whether the reporting itself continues to provide value to the Commission as it executes its statutory duties to “ensure that rates bear a reasonable relationship to the services received, that competition for local telephone service is fair and reasonable, that service quality is maintained and improved, that customers have a choice among desirable alternatives, and that high quality telephone service is available throughout the state.”

- *Prior CLEC Advocacy*

The Department notes that, as recently as 2006, and throughout the wholesale service quality proceeding, participating CLECs have advocated for retention of the WSQ Plan and its benchmark standards. Now, nine years later, it is unknown whether CLECs continue to find that retention of the WSQ standards provides protection for all CLECs against declining wholesale service quality that would not be achieved by the MPAP alone.

V. DEPARTMENT RECOMMENDATION

The Department makes no recommendation on the CenturyLink petition at this time, but will consider the comments of other parties as well as any information CenturyLink may provide to support its claims. The Department anticipates making a recommendation in Reply Comments, which are due on July 30, 2015.

/ja

Attachment 1



Service Performance Indicator Definitions (PID)

CenturyLink QC

ICA Exhibit B – PID Version 10.0

**QWEST CORPORATION DBA CENTURYLINK QC'S ("CENTURYLINK QC'S") SERVICE
PERFORMANCE INDICATOR DEFINITIONS (PID)**

PID Version 10.0

Introduction

CenturyLink QC will report performance results for the service performance indicators defined herein. CenturyLink QC will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to CenturyLink QC's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

CenturyLink QC's Service Performance Indicator Definitions

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Qwest Corporation (Qwest or CTL-Q) Performance Results

Minnesota June 2014 - May 2015

Qwest's Performance Assurance Plans (PAPs)

Statistical parameters used to calculate whether PAP standards have been met or missed, and any applicable PAP payments, are sometimes required to be different than those used to calculate performance in this report. See the Reading Reports link on CenturyLink's Wholesale Website for details.

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CERTIFICATE OF SERVICE

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce
Comments**

Docket No. P421/AM-00-849

Dated this 10th day of July 2015

/s/Sharon Ferguson

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Carrie	Rice	Carrie.Rice@enventis.com	Enventis Telecom, Inc.	221 E Hickory St Mankato, MN 56001-3610	Electronic Service	No	OFF_SL_0-849_1
David	Sasseville	dsasseville@lindquist.com	Lindquist & Vennum	4200 IDS Center 80 South 8th Street Minneapolis, MN 554022274	Electronic Service	No	OFF_SL_0-849_1
Eric	Swanson	eswanson@winthrop.com	Winthrop Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	OFF_SL_0-849_1
Philip	Szatalowicz			PO Box 233 Stanley, WI 547680233	Paper Service	No	OFF_SL_0-849_1
Jason	Topp	jason.topp@centurylink.com	CenturyLink	200 S 5th St Ste 2200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_0-849_1
Joan L.	Volz		Blumenfeld & Cohen	13525 265th Street Welch, MN 55089	Paper Service	No	OFF_SL_0-849_1
Daniel M.	Waggoner		Davis Wright Tremaine	Suite 2200 1201 Third Avenue Seattle, WA 981013045	Paper Service	No	OFF_SL_0-849_1
Karl	Wardin	ww3587@att.com	AT&T Corp	225 W Randolph St, 27C350 Chicago, IL 60606	Electronic Service	No	OFF_SL_0-849_1

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Chad	Warner		MCI	6415 Business Center Drive Highlands Ranch, CO 80130	Paper Service	No	OFF_SL_0-849_1
Jerry	Watts	jerry.watts@elink.com	EarthLink	3000 Columbia House Blvd Ste 106 Vancouver, WA 98661	Electronic Service	No	OFF_SL_0-849_1
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_0-849_1