

MINNESOTA PUBLIC UTILITIES COMMISSION
SUITE 350
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Katie Sieben	Chair
Joseph Sullivan	Vice Chair
Hwikwon Ham	Commissioner
Audrey Partridge	Commissioner
John Tuma	Commissioner

In the Matter of the Joint Application
Regarding Transfer of Control of
Lumen’s Minnesota Mass Markets Fiber
Business

Docket No. P421, 430, 5096/PA-25-279

**SETTLEMENT AGREEMENT BETWEEN
DEPARTMENT OF COMMERCE, OFFICE
OF THE ATTORNEY GENERAL, LEGAL
SERVICES ADVOCACY PROJECT,
FORGED FIBER 37, LLC, AND LUMEN
TECHNOLOGIES, INC.**

This Settlement is entered into effective November 14, 2025, between the Minnesota Department of Commerce (the “Department”), Minnesota Office of the Attorney General—Residential Utilities Division (“OAG-RUD”), Legal Services Advocacy Project (“LSAP”), Forged Fiber 37, LLC (“Forged Fiber”) and its assignees and successors in interest and Lumen Technologies, Inc. (“Lumen”) and its assignees and successors in interest (“Forged Fiber” together with “Lumen,” the “Applicants”). The parties to this agreement may be referred to collectively as the “Settling Parties.”

BACKGROUND

A. The Department is a state agency charged by the legislature with enforcing Minnesota Statutes chapters 216A, 216B, and 237 and the orders of the Minnesota Public Utilities Commission (“Commission”) issued pursuant to those chapters.¹

B. The OAG-RUD is charged by Minnesota Statutes section 8.33 with representing and furthering the interests of residential and small business utility consumers in Commission matters involving public utility rates or adequacy of service.²

C. Legal Services Advocacy Project is a statewide division of Mid-Minnesota Legal Aid, providing policy, legislative, and administrative advocacy on behalf of Legal Aid statewide. Legal Aid’s clients include low-income Minnesotans, elderly Minnesotans and Minnesotans with disabilities.

¹ Minn. Stat. § 216A.07.

² *Id.* § 8.33.

D. In July 2025, Applicants jointly filed for Commission approval of the proposed sale of Lumen’s mass markets fiber-based connectivity business to Forged Fiber through their relevant subsidiaries and affiliates (the “Transaction”).³

E. In September 2025, the Department, OAG-RUD, and LSAP filed comments with the Commission. The government parties concluded that Applicants had not established that the Transaction furthers the public interest and recommended that the Commission deny approval. LSAP recommended that the Commission condition any approval of the transfer on verifiable commitments by Lumen regarding service quality.

F. In exchange, however, for the valuable consideration set forth below, the Department and OAG-RUD agree to withdraw their respective opposition to the proposed Transaction between Lumen and Forged Fiber, and the Department, OAG-RUD and LSAP agree to further recommend approval of the Transaction by the Commission.

Accordingly, the Settling Parties agree as follows:

SETTLEMENT TERMS

1. POTS Maintenance Commitments.

1.1 **Customer line-to-technician ratio.** Based on its total retail customer lines in Minnesota, Lumen shall maintain a customer line-to-technician ratio for seven (7) years following the close of the Transaction. For purposes of calculating the customer line-to-technician ratio, technicians that maintain Plain Old Telephone (“POTS”) facilities in Minnesota as their primary job duty.⁴

1.1.1 **More than 110,000 lines.** If Lumen has more than 110,000 customer lines in Minnesota, it shall maintain a customer line-to-technician ratio of at least 750-to-1.

1.1.2 **Between 109,999 and 75,000 lines.** If Lumen has between 109,999 and 75,000 customer lines in Minnesota, it shall maintain a customer line-to-technician ratio of at least 675-to-1; notwithstanding anything to the contrary in paragraph 1.1.3, Lumen shall not be required to make more than 147 technicians available.

1.1.3 **Between 74,999 and 50,000 lines.** If Lumen has between 74,999 and 50,000 customer lines in Minnesota, it shall maintain a customer line-to-technician ratio of at least 625-to-1; notwithstanding anything to the contrary in paragraph 1.1.3, Lumen shall not be required to make more than 111 technicians available.

1.1.4 **Fewer than 49,999 lines.** If Lumen has fewer than 49,999 customer lines in Minnesota, it shall maintain a customer line-to-technician ratio of at least 565-to-1;

³ *In the Matter of the Joint Application of Forged Fiber 37, LLC, Qwest Corporation dba CenturyLink QC, CenturyLink of Minnesota, Inc. and CenturyLink Communications, LLC Regarding Transfer of Control of Lumen’s Minnesota Mass Markets Fiber Business*, Docket No. P421, 430, 5096/PA-25-279, Joint Application (July 7, 2025) (eDocket no. 20257-220690-03).

⁴ For the purposes of this agreement, technicians may be employees or contractors.

notwithstanding anything to the contrary in paragraph 1.1.4, Lumen shall not be required to make more than 80 technicians available.

1.1.5 Resignations and retirements. In the event that technicians resign or retire causing Lumen's technician workforce to drop below the applicable ratio, Lumen will be afforded a three-month period from the resignation or retirement to achieve the applicable ratio. Technician trainees hired by Lumen to fulfill obligations under paragraph 1.1 shall count towards compliance with the applicable ratio. If Lumen undertakes a reduction in force impacting technicians, or offers early retirements or buyouts to technicians and such action causes Lumen to become out of compliance with the applicable customer line to technician ratio, this section 1.1.5 shall not apply.

1.2 Maintenance budget-to-customer ratio. Based on its total customer lines in Minnesota, Lumen shall maintain a maintenance budget-to-customer ratio for seven (7) years following the close of the proposed Transaction. For purposes of calculating the maintenance budget-to-customer ratio, the term "maintenance budget" shall mean funds, including labor costs, dedicated to repairing, rehabilitating, or replacing broken, damaged, or deteriorated POTS facilities causing or reasonably anticipated to cause customer service outages or impairments. Lumen shall annually spend the "maintenance budget" calculated in this paragraph on repairing, rehabilitating, or replacing broken, damaged, or deteriorated POTS facilities in Minnesota causing or reasonably anticipated to cause customer service outages or impairments. These amounts do not include the one-time incremental investment referenced in paragraph 2.1 below.

1.2.1 More than 110,000 lines. If Lumen has more than 110,000 customer lines in Minnesota, it shall maintain a maintenance budget-to-customer ratio of at least \$110 per customer line.

1.2.2 Between 109,999 and 60,000 lines. If Lumen has between 109,999 and 60,000 customer lines in Minnesota, it shall maintain a maintenance budget-to-customer ratio of at least \$150 per customer line; notwithstanding anything to the contrary in paragraph 1.2.2, Lumen shall not be required to spend more than \$12.1 million while it has between 109,999 and 60,000 customer lines.

1.2.3 Fewer than 59,999 lines. If Lumen has between 59,999 and 0 customer lines in Minnesota, it shall maintain a maintenance budget-to-customer ratio of at least \$225 per customer line; notwithstanding anything to the contrary in paragraph 1.2.3, Lumen shall not be required to spend more than \$9 million while it has between 59,999 and 0 customer lines.

1.3 Filings.

1.3.1 Annual compliance filing. Lumen shall make annual compliance filings, on July 1 or the next available business day, with the Commission establishing compliance with the customer line-to-technician and maintenance budget-to-customer ratio requirements. All compliance filings shall include a declaration from Lumen's director of network operations and/or an individual in an equivalent role that can attest under penalty

of perjury that the facts set forth in the compliance filing are true to the best of their knowledge.

1.3.2 **Notification of closing.** Within five (5) business days of closing, Lumen will file a notice in this Docket of the closing date of the Transaction.

1.4 **One-time incremental investment.** Lumen shall make a one-time additional investment of \$2 million in excess of what Lumen would have otherwise spent towards the repair, rehabilitation, and replacement of aging POTS facilities (the “incremental investment”). Excluding any facility that Lumen is otherwise required to repair, rehabilitate, or replace under the Commission’s September 17, 2024 Order in Docket No. 20-432 (“Service Quality Order”), Lumen shall use the one-time investment to repair, rehabilitate, or replace broken, damaged, or deteriorated POTS facilities not currently causing, but reasonably anticipated to cause customer service outages or impairments in the next 18 months. These investments must be completed within 12 months of close of the of the proposed Transaction.

2. POTS FACILITY REPAIR, REHABILITATION, AND REPLACEMENT.

2.2 **Plant Pride Program procedures.** Lumen shall negotiate revisions to the Plant Maintenance Request tool procedures with the Communications Workers of America and file clean and red-lined revisions with the Commission within 60 days of Commission approval of the proposed Transaction in this docket and will also file this document in Docket No. 20-432. Lumen shall invite the Department and OAG-RUD to participate in any related negotiations or discussions with the Communications Workers of America.

2.3 **Docket 20-432 compliance milestones.** Lumen must submit a detailed plan to the Commission by March 1, 2026, for how it will comply with the order points 3 and 4 of the Service Quality Order. Lumen shall include in the plan monthly milestones for the number of 100-pair cables and outside plant and equipment to be repaired each month. Lumen shall include in the plan a discussion of how Lumen will ensure that new service tickets will not be delayed due to reallocation of resources to complying with the Service Quality Order. The plan shall be filed in this docket and in Docket No. 20-432.

3. CUSTOMER SERVICE.

3.1 **Dedicated telephone number and website.** Within 90 days of and for a period of five (5) years after closing of the proposed Transaction, Lumen shall create a dedicated Minnesota-specific webpage and a Minnesota-specific 1-800 telephone number for Minnesota POTS customers that allow Minnesota POTS customers to connect with a live customer service representatives via phone and chat 24 hours a day for POTS repair calls, meaning calls from POTS customers to report any outage, interruption of service, impairment, noise, static, cross-talk, equipment malfunction, or any other condition negatively impacting that customer’s telephone service. POTS customers may also report broken, damaged, or deteriorated parts which they believe to be no longer serviceable and in need of repair or replacement. Minnesota POTS customers can receive assistance with other issues related to their telephone service that are not related to repairs during normal business hours, from 8:00am to 6:00pm (U.S. central time). As part of implementation, Lumen shall implement processes for Internet traffic directed to the

centurylink.com website that originates from an identifiable Minnesota specific IP address (including visits of non-unique, repeat visitors) to a web page that prominently displays notices of links to the Minnesota-specific information. Lumen shall also include this Minnesota-specific information in paper billing statements sent to Minnesota POTS customers as depicted in Attachment 3.1.⁵ Specific language to be included in the paper bill notice will be negotiated between the Settling Parties and subject to the approval of the Commission's Consumer Affairs Office. Lumen must dedicate a sufficient number of human customer service representatives to staffing these lines to meet existing regulatory requirements.

3.2 **Bill credits.**

3.2.1 **Out-of-service credits.** For a period of five (5) years following the close of the Transaction, Lumen tariffs shall be updated to include automatic bill credits to POTS customers in Minnesota who report a trouble ticket or are subject to an outage and whose service is out or not working properly for 24 hours. Notwithstanding the remainder of paragraph 3.2.1, Lumen shall not require customers to report the outage to receive the credit in cases in which Lumen knows or reasonably should know that the outage affects multiple customers. Should Lumen fail to issue the required credits or should Lumen misapply the credit amount to the customer's detriment, Lumen shall (in lieu of Commission penalties associated with a failure to apply and/or not apply the correct credit amount) issue manual credits to the customer at double of the amount owed to the customer, including in cases where the customers ultimately cancels service before the credit can be applied. In cases of cancellation, Lumen shall provide the credit as a cash refund. At the end of this five-year period, Lumen may revert to the bill adjustment credits required by applicable regulations.

3.2.2 **Missed Appointments.** For a period of five (5) years following the close of the Transaction, Lumen will provide to Minnesota POTS customers, in addition to any other bill credit that would be provided, a \$25 credit for each appointment for which a technician does not arrive at the service location within the scheduled appointment window for reasons other than technician safety, including severe weather, and the appointment is not rescheduled or canceled by 6:00pm (U.S. central time) the night before the scheduled appointment. Lumen shall apply the credit automatically, not requiring customer request, including in cases where customers ultimately cancel service prior to application of the bill credit. In cases of cancellation, Lumen shall provide the credit as a cash refund.

3.2.3 **Time of Implementation.** Lumen shall implement paragraphs 3.2.1 and 3.2.2 within 120 days of the close of the Transaction. If technical issues prevent these timely updates, Lumen shall promptly report these issues to the Department and OAG-RUD.

3.2.4 **Force Majeure.** Double credits and missed appointment credits described in paragraphs 3.2.1 and 3.2.2 shall not apply if the out of service event or missed appointment is due to events beyond Lumen's reasonable control (e.g. force majeure),

⁵ Attachment 3.1 contains a business bill mock-up and a consumer bill mock-up. Lumen uses the same bill format in each state in which it provides service.

limited to commercial power outages, natural disasters, acts of war, terrorism, civil unrest, riots, epidemics impacting Minnesota, pandemics, or labor strikes. If Lumen invokes this Force Majeure provision, it shall file a letter advising the Commission it has done so within ten (10) business days.

4. ALTERNATIVE TRANSITION PLANS.

4.1 **Offer for sale.** Upon the Commission's approval of a petition to discontinue telecommunications service under Minn. Stat. § 237.181, subd. 2, Lumen shall make a filing in the discontinuance docket notifying local government in that area, and all other telephone companies or telecommunications carriers currently operating in Minnesota ("Offerees") that those Offerees may purchase the plant in the area approved for discontinuance. This requirement shall only apply if Lumen is granted approval to discontinue telecommunications service to an entire wire center located outside of the 7-county metro area and cities of the first-class as defined by Minn. Stat. § 410.01 in which Lumen provided voice service, at the time of filing the petition to discontinue telecommunications service, to 10% or more locations in the wire center.⁶ Lumen may require offerees to bear all transaction costs including all separation and transition costs and fees. Further, Lumen may require any Offeree to deposit 100% of the purchase price, including anticipated transaction, separation and transition costs and fees, into escrow at the time of signing a purchase agreement. Nothing in this section shall delay or interfere with Lumen's right to file a petition to discontinue telecommunications service under Minn. Stat. § 237.181, subd. 2, or the Commission's decision on such petition. Lumen shall not be subject to any penalty or enforcement action if no sale is accomplished.

4.2 **Decommissioning plan.** If the Commission grants a Lumen petition to discontinue service under Minn. Stat. § 237.181, subd. 2, and plant in the area is not sold to a third party pursuant to section 4.1 above, Lumen must remove above ground pedestals and cross boxes that will no longer be used for the provision of telephone service. Any removal or other decommissioning must comply with any permit conditions on public rights-of-way imposed by a local government unit pursuant to Minn. Stat. § 237.163, subd. 2.

4.3 **Provision of service.** Until the Commission has relieved Lumen of its service obligation to POTS over PON customers in an order pursuant to Minn. Stat. § 237.181, Forged Fiber and Lumen shall guarantee that Lumen may use transferred fiber serving all POTS over PON customers referenced in their application for transfer of control in Docket No. 25-279 for voice service, which may be: (i) POTS over PON service; or (ii) VOIP service of at least 25 megabits per second download speed and three megabit per second upload speed. Lumen shall provide such VOIP service at a price no greater than 120% of the rate for local flat-rated voice service for such customers. If Lumen elects to provide VOIP service in place of POTS over PON service it must provide onetime connection fees and device costs for households eligible for credit as defined in section 237.70, subdivision 4a. If any POTS over PON service is provided to a critical government line and the owner of that critical government line indicates that VOIP is not a reasonable alternative for POTS over PON service, Lumen must make a filing with the Commission to describe plans to transition that line to a non-VOIP alternative.

⁶ See Settlement Response Support Data Tab 4.1 for wire center specific information.

5. LOW-INCOME CUSTOMER PROGRAMS.

5.1 **Low-income customer programs.** Lumen will continue to provide and administer its low-income customer programs to Minnesotans until the Commission has relieved Lumen of its service obligation pursuant to Minn. Stat. § 237.181 and Lumen is relieved of such obligations pursuant to law.

6. GENERAL PROVISIONS

6.1 **Confidentiality.** It is understood and agreed that all offers of settlement and discussions related to this Settlement are confidential and privileged and may not be used in any manner in connection with proceedings in this Acquisition proceeding, any other Commission proceeding, or otherwise, except as provided by law. The negotiations or discussions undertaken in conjunction with this Settlement shall remain inadmissible into evidence in these or any other proceedings in accordance with Rule 408 of the Minnesota Rules of Evidence.

6.2 **Complete agreement.** This Settlement, along with any exhibits, appendices, schedules, and amendments hereto, encompasses the entire agreement of the Settling Parties, and supersedes all previous understandings and agreements between the Settling Parties, whether oral or written.

6.3 **Support and defense of settlement.** The Settling Parties agree to support and defend this Settlement in its entirety and without modification, which may include but is not limited to submitting oral argument before the Commission, written briefs, and comments in support of this Settlement. The Settling Parties agree to submit filings in support of this Settlement in response to any Commission process established for that purpose, and to support this Settlement at any hearings before the Commission in person or in writing. Each Settling Party also agrees that, except as expressly provided in this Settlement, it will take no action in any administrative or judicial proceeding, or otherwise, which would have the effect, directly or indirectly, of contravening the provisions or purposes of this Settlement.

6.4 **Acceptance of settlement.** The Settling Parties agree that this Settlement has been entered into as a resolution of the particular issues between them, to minimize litigation, regulatory costs, and controversy, and to promote the public interest. The Settling Parties further agree that, unless expressly stated herein or in pre-filed testimony or other exhibits as part of the record, this Settlement may not represent the position, in total or on any individual issue, that the Settling Parties would have taken had the issues been fully litigated. Whether or not adopted by the Commission, this Settlement shall not be cited or otherwise used to imply what the Settling Parties' positions were.

6.5 **Modification of settlement.** This Settlement is expressly conditioned on its acceptance by the Commission in its entirety and without modification to its terms. In the event that the Commission modifies a material term of this Settlement in a manner unacceptable to any Settling Party, the Settling Parties shall convene a further settlement conference under Minnesota Rules of Evidence 408 within five (5) business days of the relevant Commission order and determine next steps. If, after the settlement conference, the Settling Parties are unable to agree to conditions that align with the Commission's modifications, then any Settling Party shall have the

right to withdraw from this Settlement and contest any issues that may be appropriately raised by that Settling Party. Notice that a Settling Party is withdrawing because of modifications to this Settlement must be provided to the Commission and all other Settling Parties within ten (10) business days of the relevant Commission Order. If the Transaction does not close, this Settlement shall be terminated automatically.

6.6 **Rejection of settlement.** In the event the Commission does not approve this Settlement and any Settling Party withdraws from the Settlement, then this Settlement shall not constitute part of the record in this proceeding (except for purposes of any subsequent proceedings to such Commission order rejecting or otherwise not approving this Settlement); and no part of it may be used by any party for any purpose in this case or in any other proceeding.

6.7 **Drafting presumptions.** The Settling Parties agree that all Settling Parties had the opportunity to participate in the drafting of this Settlement. There shall be no legal presumption that any specific Settling Party was the drafter of this Settlement.

6.8 **Counterparts.** This Settlement may be executed in counterparts, all of which, when taken together with the attached attachments, shall constitute the entire Settlement. The use of electronic signatures will be of the same legal effect, validity and enforceability as a manually executed signature as permitted by the Minnesota Uniform Electronic Transactions Act.

[Signature Pages Follow]

AGREED TO BY:

s/ Jason D. Topp
Jason Topp
Assistant General Counsel
Lumen Technologies, Inc.

Date: November 14, 2025

Wendy Raymond
Assistant Attorney General
Office of the Attorney General – Residential Utilities Division

Date: _____

Pete Wyckoff, PhD
Deputy Commissioner of Energy Resources
Minnesota Department of Commerce

Date: _____

Ron Elwood
Supervising Attorney
Legal Services Advocacy Project

Date: _____

Name
Title
Forged Fiber 37, LLC d/b/a AT&T Network Co.

Date: _____

AGREED TO BY:

Jason Topp
Assistant General Counsel
Lumen Technologies, Inc.

Date: _____

/s/ Wendy Raymond
Wendy Raymond
Assistant Attorney General
On behalf of the Attorney General,
Residential Utilities Division

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Date: 11/14/25

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Date: _____

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Deputy Commissioner of Energy Resources
Minnesota Department of Commerce

Date: _____

Ron Elwood
Supervising Attorney
Legal Services Advocacy Project

Date: _____



Name Robert LaGrone
Title SVP, AT&T Authorized Signatory
Forged Fiber 37, LLC d/b/a AT&T Network Co.

Date: 11/14/2025