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November 22, 2013

Dr. Burl W. Haar
Minnesota Public Utilities Commission
350 Metro Square Building
121 Seventh Place East
St. Paul, MN 55101-2147

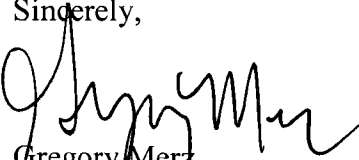
Via: E-File

Re: In the Matter of the Farmers Mutual Telephone Company Complaint Against Frontier
Communications of Minnesota, Inc. re Early Termination Fees
Docket No. P-522, 405/C-13-941

Dear Dr. Haar:

I enclose via e-filing in the above-referenced docket Comments of Farmers Mutual
Telephone Co. in Response to Motion to Dismiss and Affidavit of Service.

Please contact me if you have any questions.

Sincerely,

Gregory Merz

GRM/akm
Enclosures

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
David C. Boyd	Commissioner
Nancy Lang	Commissioner
J. Dennis O'Brien	Commissioner
Betsy Wergin	Commissioner

In The Matter Of The Farmers Mutual
Telephone Company Complaint Against
Frontier Communications of Minnesota, Inc. re
Early Termination Fees

Docket No. P-522, 405/C-13-941

**COMMENTS OF FARMERS MUTUAL TELEPHONE CO.
IN RESPONSE TO MOTION TO DISMISS**

INTRODUCTION

Farmers Mutual Telephone Co. (“Farmers”), pursuant to the Commission’s Notice of Comment Period in the above-referenced matter, respectfully submits these comments in response to the motion to dismiss filed by Frontier Communications of Minnesota, Inc. (“Frontier”).

Farmers filed its Verified Complaint with the Commission on October 8, 2013. The Verified Complaint is based on complaints Farmers has received from its customers who were former Frontier customers that Frontier was imposing an early termination fee (“ETF”) and automatic contract renewals even though the customers had not agreed to those terms. As alleged in the Verified Complaint, Farmers has more than 50 customers who have been charged an ETF by Frontier who believe they should not have been.¹ As is also alleged in the Verified Complaint, Frontier has been either unwilling or unable to provide to customers who have contacted Frontier

¹ Verified Complaint, ¶11.

to dispute the charges any documentary evidence of a contract .² Based on the concerns raised by its customers, Farmers requested that the Commission commence an investigation of Frontier’s practices with respect to ETFs and automatic contract renewals.

Frontier offers three bases for its motion to dismiss. First, Frontier claims that the issues raised by Farmers concern ETFs applied to the termination of internet service, over which the Commission has no jurisdiction. Second, Frontier argues that its terms of service, including terms relating to ETFs and automatic contract renewal, are adequately disclosed to customers. Third, Frontier asserts that Farmers is required by its interconnection agreement to mediate disputes.

Frontier’s defenses are without merit and should be rejected. The Verified Complaint provides more than a sufficient factual basis for the Commission to commence an investigation of Frontier’s unreasonable business practices that affect telephone service and that harm both Minnesota consumers and competition.

DISCUSSION

I. The Commission Has Broad Authority To Investigate Any Unreasonable Practice That Affects Or Relates To Telephone Service

Under Minnesota law, the Commission’s investigatory authority is extremely broad. The Commission is authorized to commence an investigation “[w]henever the [C]ommission believes that a service is inadequate or cannot be obtained or that an investigation of any matter relating to any telephone service should be made.”³ When the Commission finds that there are significant factual issues that have not been resolved to its satisfaction, the Commission refers the matter for a contested case proceeding convened pursuant to the Administrative Procedures Act.⁴ The

² Verified Complaint, ¶¶12-13.

³ Minn. Stat. § 237.081, subd. 1.

⁴ Minn. Stat. § 237.081, subd. 2; *see also* Minn. Stat. § 14.57 (initiation of contested case proceeding).

practices alleged in the Verified Complaint affect telephone service—specifically, the ability of Minnesota consumers to exercise their right to choose their provider to telephone service—both directly and indirectly. First, Frontier’s practice of applying ETFs and automatic contract renewals in connection with its Digital Phone product directly impedes a customer’s ability to change telephone service providers. Second, Frontier’s practice of applying ETFs and contract renewals to internet service that is bundled with Frontier’s Digital Phone service indirectly affects customers’ ability to change telephone service providers.

Frontier asserts, incorrectly, that “the core of Farmer’s Complaint relates to changes that only apply to High-Speed internet service.”⁵ To that end, Frontier notes that Attachment 1 to the Verified Complaint includes a bill, dated April 16, 2013, which includes a “Term HS EDLP Term Penalty” of \$200, which Frontier claims is a charge relating to termination of High Speed Internet service. However, Frontier also recognizes – in a footnote⁶ – is that this same bill also includes a \$50.00 charge for “Term DP EDLP Term Penalty,” which relates to the termination of Digital Phone service. In addition, Farmers is submitting, with these Comments, additional documentation of ETFs applied to the termination of Digital Phone service. *See* Attachments A - D. One of the charges is for \$50.00, two of the charges are for \$200, and one of the charges is for \$250.00. To the extent that Frontier means to claim that its practice of assessing early termination charges is limited to its internet service, that claim is clearly false.

Furthermore, Frontier markets its High Speed Internet service bundled with its Digital Phone service. When a customer purchases phone service bundled with internet service it is

⁵ Motion to Dismiss at p. 4.

⁶ Motion to Dismiss at fn 3. Frontier also asserts, in this same footnote, that the charge relates to the “interstate component” of its Digital Phone product. Marketing materials on Frontier’s website, however, do not refer to separate interstate and intrastate telephone services. Rather, Frontier advertises its Digital Phone service as “unlimited local calling and 30 minutes of nationwide long distance.” *See* <http://www.frontier.com/residential/products/phone>.

unrealistic to assert, as Frontier has, that labeling an early termination charge “Term HS EDLP Term Penalty” means that the charge relates solely and exclusively to the customer’s internet service and is, therefore, beyond the Commission’s reach. Indeed, the notices that Frontier says it puts on customer’s bills refers generally to the customer’s “Frontier services,” it does not distinguish between internet service and phone service.⁷ Plainly the charge “affects” the customer’s telephone service, at least indirectly, and therefore falls within the Commission’s investigative authority.

Farmers is not claiming here that the Commission should regulate internet service; Farmers’ Verified Complaint concerns the effect of Frontier’s practices on telephone service. None of the cases Frontier cites address a state commission’s authority over early termination fees and automatic renewal of contracts where those terms are applied to bundled offering that includes telephone service, as distinguished from an internet-only product.

II. Farmers’ Complaint Provides More Than Sufficient Factual Basis For The Commencement Of An Investigation

The goals that this Commission has been directed to consider as it executes its regulatory responsibilities include:

1. Encouraging fair and reasonable competition for local exchange telephone service in a competitively neutral regulatory manner;
2. Promoting customer choice;
3. Ensuring consumer protections are maintained in the transition to a competitive market for local telecommunications service.⁸

Frontier’s application of ETFs and automatic contract renewals without first obtaining the customer’s agreement to these terms directly implicates these policy goals. Frontier’s practices are designed to discourage, if not prevent, customers from changing service providers. Frontier’s

⁷ Motion to Dismiss at p. 7.

⁸ Minn. Stat. § 237.011.

imposition of early termination fees and automatic contract renewals without first obtaining customer agreement harms customers and also harms competition.

In support of its motion to dismiss, Frontier refers to various types of disclosures that it claims it makes to customers regarding ETFs and automatic contract renewals. Many of these disclosures, such as notices printed on bills, however, appear to only be made *after* the service commences. One way in which a customer relationship formed pursuant to a contract differs from a relationship based on a tariff is that the formation of a contract requires the parties' prior agreement.⁹ Thus, in order to give rise to contractual obligation, customer consent to contract terms must be given prior to the commencement of the service. Frontier cannot unilaterally impose contract terms after the fact by printing those terms on a bill, along with the words "As you agreed."¹⁰ To the extent that Frontier does, in fact, obtain documentation of customers' *prior* consent to the ETF and automatic renewal terms, then it should be easy for Frontier to demonstrate that. Thus far, Frontier has not done so.

Nor is it a sufficient answer for Frontier to claim, as it has in support of its motion to dismiss, that it "makes every reasonable effort to work with customers to resolve their questions."¹¹ If Frontier does not have documentation that the customer agreed to a contract including an ETF and/or automatic renewal provision, that customer should not be charged in the first instance. Under these circumstances, a customer should not be put to the burden of disputing a charge that the customer never agreed to and that Frontier has no legal right to assess. Moreover, it is likely that some customers will pay the charge, even if they never agreed, rather

⁹ *Sci Minn. Funeral Serv. v. Washburn-McReavy Funeral Corp.*, 795 N.W.2d 855, 866 (Minn. 2011); *Speckel v. Perkins*, 364 N.W.2d 890, 893 (Minn. Ct. App. 1985).

¹⁰ See Motion to Dismiss at p. 7.

¹¹ Motion to Dismiss at p. 9.

than go through the burden of disputing the charge, and Frontier, as a result, receives an undeserved and inappropriate windfall.

III. The Interconnection Agreement Is Inapplicable

Frontier argues that Farmers' Verified Complaint is premature because Farmers did not seek to first mediate the dispute under the parties' interconnection agreement. What this argument overlooks is that the dispute resolution provisions of the interconnection agreement, on their face, apply only to disputes arising under the interconnection agreement. Farmers' Verified Complaint is not based on the interconnection agreement; therefore the interconnection agreement's dispute resolution provisions are inapplicable.

That having been said, Farmers did, before filing its Verified Complaint seek the assistance of the Department of Commerce in an effort to resolve the issues informally.¹² Farmers filed its Verified Complaint only when those efforts were unsuccessful.¹³ Thus, Frontier did have an opportunity to resolve these concerns informally.

CONCLUSION

For the foregoing reasons, Farmers respectfully requests that Frontier's motion to dismiss be denied and that the Commission commence an investigation of the issues raised in Farmer's Verified Complaint.

¹² Verified Complaint ¶ 15.

¹³ Verified Complaint ¶¶ 16-17.

Dated: November 22, 2013

GRAY, PLANT, MOOTY, MOOTY
& BENNETT

By: _____


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ATTORNEYS FOR FARMERS MUTUAL
TELEPHONE COMPANY

GP:3543010 v1

Attachments A - D



Date of Bill
Account Number

Page 3 of 4
4/16/13

CURRENT BILLING SUMMARY

Local Service from 04/16/13 to 05/15/13

Qty Description	Charge
Basic Charges	
TunTiki (tuntiki.com) FREE	.00
Prorated Charges-Detailed Below	5.34CR
Federal Tax	.03CR
Federal USF Recovery Charge	.14CR
FCA Long Distance - Federal USF Surcharge	.08CR
MN State Sales Tax	.39CR
Total Basic Charges	5.97CR
Optional Services	
Frontier Mail - Standard	.00
Prorated Charges-Detailed Below	192.27
MN State Sales Tax	.08CR
Total Optional Services	192.21
Toll/Other	
Prorated Charges-Detailed Below	50.00
Total Toll/Other	50.00
TOTAL	236.24

**** ACCOUNT ACTIVITY ****

Qty Description	Order Number	Effective Dates	Charge
Prorated Charges			
Term DP EDLP Term Penalty	PROMOTION	4/16 5/15	50.00
Term HS EDLP Term Penalty	PROMOTION	4/16 5/15	200.00
Digital Phone Essentials 2010	086271862	4/12 4/15	4.40CR
Access Recovery Charge-Res	086271862	4/12 4/15	.07CR
Federal Subscriber Line Charge	086271862	4/12 4/15	.87CR
High Speed Internet Max	086271862	4/12 4/15	6.80CR
SE567 High Speed Internet Gateway Modem	086271862	4/12 4/15	.93CR
	Subtotal		236.93
	Subtotal		236.93

Detail of Frontier Com of America Charges

Toll charged to 320/769-4498 2

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge
1	MAR 28	4:39P	1.0	DD	MONTEVIDEO, MN	.00 Y
2	MAR 29	2:10P	3.0	DD	MARIETTA, MN	.00 Y
3	APR 10	4:23P	2.0	DD	BELLINGHAM, MN	.00 Y
					Subtotal	.00

DIGITAL ESSENTIALS 30MIN LD Summary

6 Mins. @ \$.00/Min.	.00
Previous Rollover Balance	214
This Period Allowance	26
Minutes Used	8
Rollover Minutes Expired *	14
Current Rollover Minutes	220

(*) Unused Rollover Minutes Expire After 12 Billing Periods
Calls on This Plan are Designated by Y

Legend Call Types:
DD - Day

CUSTOMER TALK

Effective April 1, 2013, the Federal Universal Service Fund (USF) Surcharge applied to certain services is decreasing to 15.5%. The USF is critical to keeping service affordable in rural markets and provides discounts on communications services purchased by schools, libraries and rural health care providers. USF funds allow Frontier to continue to invest in high-cost areas bringing advanced services to our customers.

If you have Frontier as your long distance carrier, the Long Distance Federal USF Surcharge is also decreasing to 15.5%.

Frontier is providing High-Speed Internet Service to its end user customers pursuant to the Terms and Conditions described at <http://www.frontier.com/terms>. In the past, Frontier filed this information with the Federal Communications Commission (FCC). As a result of recent FCC rulings, we are now providing High-Speed Internet service per these Terms and Conditions. If you have any questions, please call the customer service number on your bill.



CURRENT BILLING SUMMARY

Local Service from 04/07/13 to 05/06/13

Qty Description	Charge
Basic Charges	
Tumtiki (tumtiki.com) FREE	.00
Prorated Charges-Detailed Below	5.70CR
Federal Tax	.02CR
Federal USF Recovery Charge	.11CR
FCA Long Distance - Federal USF Surcharge	.16CR
MN State Sales Tax	.41CR
Total Basic Charges	6.40CR
Optional Services	
Frontier Mail - Standard	.00
Prorated Charges-Detailed Below	384.20
MN State Sales Tax	.05CR
Total Optional Services	384.15
Dish Network	
Dish Network Service	79.08
Total Dish Network	79.08
Tell/Other	
Prorated Charges-Detailed Below	200.00
Total Tell/Other	200.00
TOTAL 666.83	

**** ACCOUNT ACTIVITY ****

Qty Description	Order Number	Effective Dates	Charge
Prorated Charges			
Term DP EDLP Term Penalty	PROMOTION	4/07 5/06	200.00
Term HS EDLP Term Penalty	PROMOTION	4/07 5/06	200.00
High Speed Max \$20.00 Promo Termination Fee			
	PROMOTION	4/07 5/06	200.00
DP Nationwide Unlimtd Essentials 2010			
	068258258	4/04 4/06	5.00CR
Access Recovery Charge-Res	068258258	4/04 4/06	.05CR
Federal Subscriber Line Charge	068258258	4/04 4/06	.65CR
High Speed Internet Max	068258258	4/04 4/06	5.10CR
SE587 High Speed Internet Gateway Modem			
	068258258	4/04 4/06	.70CR
	Subtotal		588.50
Subtotal			588.50

CIRCUIT ID DETAIL

Detail of DISH Network Services

FOR SERVICE QUESTIONS PLEASE CONTACT 1-888-742-0240.

Description	Charge
CR: DISH BUNDLE	
FROM 03/28/2013	5.00CR
SOLO RECEIVER	
FROM 04/04/2013 TO 05/03/2013	7.00
DVR SERVICE	
FROM 04/04/2013 TO 05/03/2013	7.00
AMERICA'S TOP 200	
FROM 04/04/2013 TO 05/03/2013	64.98
STATE/LOCAL TAXES	5.09
Subtotal DISH Network Service	79.08

CUSTOMER TALK

Effective April 1, 2013, the Federal Universal Service Fund (USF) Surcharge applied to certain services is decreasing to 15.5%. The USF is critical to keeping service affordable in rural markets and provides discounts on communications services purchased by schools, libraries and rural health care providers. USF funds allow Frontier to continue to invest in high-cost areas bringing advanced services to our customers.

If you have Frontier as your long distance carrier, the Long Distance Federal USF Surcharge is also decreasing to 15.5%.

Effective April 15, 2012, Frontier's Voice, Internet and TV bundle discounts have changed. Customers on a price protection plan will not experience this change until term end date. Renewing customers will receive the 10% or 15% discount only on their Voice and Internet services when a double or triple play package is selected.

Frontier is providing High-Speed Internet Service to its end user customers pursuant to the Terms and Conditions described at <http://www.frontier.com/terms>. In the past, Frontier filed this information with the Federal Communications Commission (FCC). As a result of recent FCC rulings, we are now providing High-Speed internet service per these Terms and Conditions. If you have any questions, please call the customer service number on your bill.





Date of Bill
Account Number

Page 3 of 4
5/20/13

CURRENT BILLING SUMMARY

Local Service from 05/20/13 to 06/19/13

Qty Description	Charge
Basic Charges	
TunTiki (tuntiki.com) FREE	.00
Prorated Charges-Detailed Below	1.91
Federal Tax	.01
Federal USF Recovery Charge	.03
FCA Long Distance - Federal USF Surcharge	.05
MN State Sales Tax	.15
Total Basic Charges	2.15
Optional Services	
Frontier Mail - Standard	.00
Prorated Charges-Detailed Below	252.47
MN State Sales Tax	3.49
Total Optional Services	255.06
Dish Network	
Dish Network Service	81.80
Total Dish Network	81.80
Toll/Other	
Prorated Charges-Detailed Below	200.00
Total Toll/Other	200.00
TOTAL	539.91

**** ACCOUNT ACTIVITY ****

Qty Description	Order Number	Effective Dates	Charge
Prorated Charges			
Frontier Secure POM EOLP Term Penalty	PROMOTION	5/20 6/19	50.00
Term DP EDLP Term Penalty	PROMOTION	5/20 6/19	200.00
Term HS EDLP Term Penalty	PROMOTION	5/20 6/19	200.00
Frontier Secure POM Hard Drive Back up	066319774	5/20 5/20	.20
Frontier Wire Care	066319774	5/20 5/20	.17
DP Nationwide Unlimtd Essentials 2010	066319774	5/20 5/20	1.67
Access Recovery Charge-Res	066319774	5/20 5/20	.02
Federal Subscriber Line Charge	066319774	5/20 5/20	.22
High Speed Internet Max	066319774	5/20 5/20	1.70
SE567 High Speed Internet Gateway Modem	066319774	5/20 5/20	.23
Frontier Plus	066319774	5/20 5/20	.17
	Subtotal		454.38

Subtotal 454.38



Detail of DISH Network Services

FOR SERVICE QUESTIONS PLEASE CONTACT 1-888-742-0240.

Description	Charge
CR: TELCO BUNDLE	
FROM 05/18/2013	5.00CR
PROTECTION PLAN	
FROM 05/20/2013 TO 06/19/2013	7.00
AMERICA'S TOP 250	
FROM 05/20/2013 TO 06/19/2013	74.99
STATE/LOCAL TAXES	4.81
Subtotal DISH Network Service	81.80

CUSTOMER TALK

Please Immediately pay any Balance Before Current Charges to avoid collection activities. All other charges should be paid when due to keep your account current. To avoid disconnection of local service, you must pay \$0.71.

You may be eligible for assistance in paying your telephone bill if you receive benefits from certain low-income assistance programs or meet certain income limits. For more information or an application form please contact Frontier at 1-800-921-8101 or visit us at <http://www.frontier.com/discountprograms/lifelineprogram/Minnesota>.

Effective April 15, 2012, Frontier's Voice, Internet and TV bundle discounts have changed. Customers on a price protection plan will not experience this change until term end date. Renewing customers will receive the 10% or 15% discount only on their Voice and Internet services when a double or triple play package is selected.

As a reminder, Frontier's unlimited phone plans exclude data/Internet usage, and will be billed at a rate of \$.10 cents per minute. In order to avoid this additional cost, Frontier offers a variety of Internet services that have no long distance costs associated with them. Please call 1-800-921-8101 Residential or 1-800-921-8102 Business for more information.

Frontier is providing High-Speed Internet Service to its end user customers pursuant to the Terms and Conditions described at <http://www.frontier.com/terms>. In the past, Frontier filed this information with the Federal Communications Commission (FCC). As a result of recent FCC rulings, we are now providing High-Speed Internet service per these Terms and Conditions. If you have any questions, please call the customer service number on your bill.

DISH NETWORK IS A TRADEMARK OF DISH NETWORK CORPORATION



Date of Bill
Account Number

Page 3 of 4
4/13/13

CURRENT BILLING SUMMARY

Local Service from 04/13/13 to 05/12/13

Qty Description	Charge
Basic Charges	
TunTiki (tuntiki.com) FREE	.00
Prorated Charges-Detailed Below	18.99CR
Federal Tax	.08CR
FCA Long Distance - Federal USF Surcharge	.52CR
MN State Sales Tax	1.34CR
Total Basic Charges	20.93CR
Optional Services	
Frontier Mail - Standard	.00
Prorated Charges-Detailed Below	179.02
MN State Sales Tax	.27CR
Total Optional Services	179.75
Dish Network	
Dish Network Service	90.84
Total Dish Network	90.84
Toll/Other	
Prorated Charges-Detailed Below	250.00
MN State Sales Tax	17.19
Total Toll/Other	267.19
TOTAL	515.85

CUSTOMER TALK

Effective April 1, 2013, the Federal Universal Service Fund (USF) Surcharge applied to certain services is decreasing to 15.5%. The USF is critical to keeping service affordable in rural markets and provides discounts on communications services purchased by schools, libraries and rural health care providers. USF funds allow Frontier to continue to invest in high-cost areas bringing advanced services to our customers.

If you have Frontier as your long distance carrier, the Long Distance Federal USF Surcharge is also decreasing to 15.5%.

Frontier is providing High-Speed Internet Service to its end user customers pursuant to the Terms and Conditions described at <http://www.frontier.com/terms>. In the past, Frontier filed this information with the Federal Communications Commission (FCC). As a result of recent FCC rulings, we are now providing High-Speed Internet service per these Terms and Conditions. If you have any questions, please call the customer service number on your bill.

**** ACCOUNT ACTIVITY ****

Qty Description	Order Number	Effective Dates	Charge
Prorated Charges			
HSI Loyalty Term Fee	PROMOTION	4/13 5/12	200.00
Digital Phone Loyalty Term Fee	PROMOTION	4/13 5/12	250.00
Frontier Digital Phone Service	066254948	4/03 4/12	18.85CR
Access Recovery Chrgs-Res	066254948	4/03 4/12	.17CR
Federal Subscriber Line Charge	066254948	4/03 4/12	2.17CR
High Speed Internet Max	066254948	4/03 4/12	17.00CR
SE507 High Speed Internet Gateway Modem	066254948	4/03 4/12	2.33CR
Frontier Plus	066254948	4/03 4/12	1.85CR
	Subtotal		410.03
	Subtotal		410.03



Detail of DISH Network Services

FOR SERVICE QUESTIONS PLEASE CONTACT 1-888-742-0240.

Description	Charge
SHIPPING & HANDLING	
FROM 03/19/2013	15.00
OR: DISH BUNDLE	
FROM 04/08/2013	5.00CR
OUTDOOR SPORTS	
FROM 04/13/2013 TO 05/12/2013	8.00
DVR SERVICE	
FROM 04/18/2013 TO 05/12/2013	7.00
AMERICA'S TOP 200	
FROM 04/16/2013 TO 05/12/2013	64.99
STATE/LOCAL TAXES	
	5.95
Subtotal DISH Network Service	90.84

AFFIDAVIT OF SERVICE

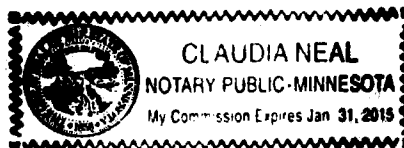
STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

I, Amy K. Milbradt, being first duly sworn, deposes and says on the 22nd day of November, 2013 served the attached *Comments of Farmers Mutual Telephone Co. in Response to Motion to Dismiss* in Docket No. P-522, 405/C-13-941 by electronic service or by depositing in the United States Mail at the City of Minneapolis, a true and correct copy thereof, properly enveloped with postage prepaid, as designated on the attached service list.

Amy K Milbradt
Amy K. Milbradt

Subscribed and sworn to before me
this 22nd day of November, 2013.

Claudia Neal
Notary Public



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	Yes	OFF_SL_13-941_C-13-941
Linda	Chavez	linda.chavez@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 55101-2198	Electronic Service	No	OFF_SL_13-941_C-13-941
Burt W.	Haar	burt.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_13-941_C-13-941
John	Lindell	agorud.ec@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_13-941_C-13-941
Gregory R.	Meitz	gregory.meitz@spmlaw.com	Gray, Plant, Mooty	80 S 8th St Ste 500 Minneapolis, MN 55402-5383	Electronic Service	No	OFF_SL_13-941_C-13-941
Kevin	Saville	kevin.saville@ftr.com	Citizens/Frontier Communications	2378 Wlshire Blvd. Mound, MN 55364	Electronic Service	No	OFF_SL_13-941_C-13-941