

PUBLIC VERSION

STATE OF MINNESOTA BEFORE THE PUBLIC UTILITIES COMMISSION

Katie Sieben	Chair
Joseph Sullivan	Vice-Chair
Valerie Means	Commissioner
Matt Schuerger	Commissioner
John Tuma	Commissioner

In the Matter of Formal Complaint regarding the services provided by the Qwest Corporation, d/b/a CenturyLink in Minnesota, on behalf of the Communications Workers of America (CWA)

DOCKET NO. P-421/C-20-432

COMMENTS OF THE OFFICE OF THE ATTORNEY GENERAL

INTRODUCTION

The Office of the Attorney General—Residential Utilities Division (“OAG”) respectfully submits the following Comments in response to the Public Utilities Commission’s (“Commission”) Notice of Comment Period issued on August 24, 2020 (“Notice”). The Notice solicits comments on four topics related to the Communications Workers of America’s (“CWA” or “Union”) formal complaint against Qwest Corporation d/b/a CenturyLink QC (“CenturyLink” or “Company”), which alleges that the Company is in violation of the Commission’s telecommunications service quality standards set forth in Minnesota Rules Chapter 7810 (“Standards”):

- Does the complaint by CWA include the statute, rule, tariff, or Commission order alleged to have been violated; the facts constituting the alleged violation; and the relief sought by complainant, as required by Minn. Rules 7829.1700, subpart 1?
- Does the Commission have jurisdiction over the matters alleged in the complaint?
- Are there reasonable grounds to investigate the allegation?

PUBLIC VERSION

- Are there other issues or concerns related to this matter?¹

The OAG respectfully recommends that the Commission find that it has jurisdiction over CWA's complaint, and that such complaint complies with the Commission's procedural rules governing formal complaints. Furthermore, because CWA's complaint alleges serious and potentially problematic violations of the Standards, the OAG likewise respectfully recommends that the Commission find reasonable grounds to investigate CWA's allegations.

BACKGROUND

I. CWA FILES, AND LATER SEEKS TO WITHDRAW, ITS FIRST FORMAL COMPLAINT.

A. Brief Overview of CWA's Initial Formal Complaint.

CWA District 7 represents “over a thousand CenturyLink employees in Minnesota—including both ‘outside’ employees such as Network Technicians, and ‘inside’ employees such as call center employees.”² CWA states that “on February 21, [2020] prior to COVID-19's entry into Minnesota,” CenturyLink announced the layoff of 154 Technicians in Minnesota—“140 of them in the Twin Cities alone”—effective May 21.³ CWA contends that other telecommunications companies, “such as Charter Communications[,] are taking exactly the opposite approach.”⁴

On April 23, 2020, CWA filed its first formal complaint against CenturyLink with the Commission (“First Formal Complaint”). In its First Formal Complaint, CWA alleged that CenturyLink has been violating the Commission's Standards “long before the pressures of

¹ Notice at 1.

² First Formal Complaint at 1.

³ *Id.* But see *id.* at 2 (“While the Company has hired a few contractors, they are not nearly enough to handle the existing workload. Furthermore, past experience has shown contractors are much less productive due to lack of training, lack of familiarity with CenturyLink's processes and equipment, and often lack of experience.”).

⁴ See *id.* at 2 (“Charter announced a non-layoff policy for at least 60 days amidst this crisis and offered employee pay increases for the added stresses and risks involved in providing critical communications services.”).

PUBLIC VERSION

COVID-19 has affected our work, our communities and our world.”⁵ “Specifically,” CWA alleged that “the Company has not been meeting the requirements in” Minnesota Rules Parts 7810.2800 (delay in initial service), 7810.3300 (maintenance of plant and equipment), 7810.5500 (transmission requirements), 7810.5800 (interruptions in service), 7810.5900 (customer trouble reports), and 7810.6000 (protective measures).⁶

The First Formal Complaint appears to provide factual allegations supporting some, but not all, of the Standards CWA alleges CenturyLink to be violating. “For one example,” CWA’s First Formal Complaint alleges “Minnesota Rule 7810.2800 require[s] 90% of installs and upgrades to be met within 24 hours. Technicians report that new dial tone installs have generally been delayed by over a week for the past several months (prior to the pandemic) and by the end of March were being delayed by three weeks.”⁷ In another example, which the OAG surmises to be in support of an alleged violation of 7810.3300 (maintenance of plant and equipment), CWA alleges that “[t]he Company has also failed to maintain its physical plant” and attaches a few photos of CenturyLink equipment that it claims has remained unrepaired for months.⁸

In other instances, the First Formal Complaint makes general allegations that CenturyLink may not be able to meet its Standards going forward. CWA suggests, for example, that CenturyLink’s planned workforce reduction will only exacerbate the Company’s current inability to meet the Standards:

If CenturyLink could not meet its obligations to Minnesotans in January, and the inevitable reduction in productivity resulting from the additional safety precautions necessary to avoid Technicians bringing COVID from one customer

⁵ First Formal Complaint at 1.

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*; see also *id.* at Attachs. 1-3.

PUBLIC VERSION

to the next, what would the service delays be with a 46% reduction in the Technician pool in the Twin Cities[?]”⁹

The First Formal Complaint sought two desired outcomes. First, “CWA urge[d] the [Commission] to investigate CenturyLink’s performance vis-à-vis the [Standards]” because the Union “believe[d] it will be clear CenturyLink is not serving the people of Minnesota appropriately.”¹⁰ “Secondly, CWA “urge[d] the [Commission] to seek an injunction delaying the layoffs until such time as CenturyLink meets its service obligations.”¹¹

B. CWA Seeks to Withdraw its First Formal Complaint after CenturyLink Purportedly Resolves CWA’s Concerns.

The First Formal Complaint noted that “[t]he Union has brought these issues to CenturyLink and requested a delay in the layoffs, and to date, the Company has refused to consider this option.”¹² In a letter filed on April 27, 2020, however, CWA informed the Commission that “CenturyLink has reached out to CWA to discuss our concerns.”¹³ CWA’s letter also notified the Commission that the Union and the Company were exploring a potential resolution of their dispute:

It is our sincere hope that the Company will propose effective solutions to the problems we identified in our [First Formal] [C]omplaint and therefore we request that the [Commission] delay the filing of the Notice for Comment until May 4, 2020, to provide time for the parties to potentially resolve the issues without requiring [Commission] action.¹⁴

In a letter filed on May 1, 2020, CWA updated the Commission on the status of negotiations: “CenturyLink agreed to make changes to their plan that we believe will address

⁹ First Formal Complaint at 1-2.

¹⁰ *Id.* at 2.

¹¹ *Id.*

¹² *Id.*

¹³ 4/27/20 CWA Letter.

¹⁴ *Id.*

PUBLIC VERSION

most of the concerns we identified in our [First Formal Complaint].”¹⁵ Accordingly, CWA requested “to withdraw the [First Formal Complaint] on behalf of CWA at this time.”¹⁶

II. THE COMMISSION APPROVES CWA’S WITHDRAWAL REQUEST BUT “REMAINS CONCERNED” AND KEEPS THE DOCKET OPEN TO LEARN MORE ABOUT THE DISPUTE.

A. Despite Approving CWA’s Withdrawal Request the Commission Solicits Additional Information Regarding the Resolution of CWA’s Concerns.

On May 18, 2020, the Commission’s Executive Director approved CWA’s Petition to withdraw the First Formal Complaint (“Withdrawal Order”).¹⁷ Although the Executive Director approved CWA’s proposed withdrawal, the Commission expressed curiosity about the allegations contained in the First Formal Complaint. Instead of closing the docket, the Commission requested certain information from the Union and the Company.¹⁸

The same day the Commission issued its Withdrawal Order, it also issued substantively similar letters to both CWA and CenturyLink. The Commission’s letters expressed regulatory concern and sought additional information from the parties to better understand how the First Formal Complaint’s alleged Standards violations had been resolved:

As a state agency with independent authority to conduct investigations and otherwise regulate telecommunications carriers, the Commission must first approve a request to withdraw a filing. Other groups may object to the request to withdraw a filing, or the Commission itself may choose to not approve a withdrawal request.

In this instance, the Commission will approve CWA’s request to withdraw its [First] [F]ormal [C]omplaint; however, the Commission will keep Docket P421/C-20-432 open pending additional information from either CWA, CenturyLink, or both.

¹⁵ 5/1/20 CWA Letter.

¹⁶ *Id.*

¹⁷ See generally Notice and Order Approving Petition to Withdraw Filing; Docket to Remain Open Pending Receipt of Additional Information (“Withdrawal Order”); see also *id.* at 1 (noting that “the Minnesota Public Utilities Commission has delegated to its Executive Secretary the authority to approve the withdrawal of a filing in certain contexts”) (citing Minn. Rules Part 7829.0430, subp. 1).

¹⁸ Withdrawal Order at 2.

PUBLIC VERSION

The Commission remains concerned and is responsible to ensure that CenturyLink is in compliance with the Commission's [Standards] cited in CWA's formal complaint. Because of this concern and responsibility, the Commission requests that both the CWA and CenturyLink (either individually or jointly) provide the Commission with information documenting the service issues which compelled the CWA to make its original complaint filing, and how those service issues have been resolved in order for the complaint to be withdrawn.¹⁹

B. CWA and CenturyLink Respond to the Commission's Inquiry.

While the Commission invited a joint response to its May 18 inquiry, the Union and the Company filed separate letters.²⁰ CenturyLink's compliance filing, dated June 5, 2020, sidestepped the Commission's inquiry by not directly addressing the Standards violations alleged by CWA.²¹ Instead, the Company characterized the First Formal Complaint as merely "expressing concern about the impact of the workforce reduction on CenturyLink's service quality."²² The Company then assured the Commission that there was no longer any concern because "[t]he issue resolved itself when CenturyLink made the decision to withdraw nearly all unresolved network technician reductions on May 5."²³

Again, and without addressing the Company's compliance with the Standards, CenturyLink's letter provided the Commission with a market- and competitive-based explanation of why current and future layoffs were necessary:

[i]n the wireline telecommunications industry, access lines drop by approximately 10 percent per year. Those access lines have been replaced by competitors offering unregulated VOIP services as well as over 4 million wireless lines.²⁴

¹⁹ 5/1/20 Commission Letter to CWA.

²⁰ See generally 6/5/20 CenturyLink Letter to the Commission; 6/11/20 CWA Letter to the Commission.

²¹ See generally 6/5/20 CenturyLink Letter to the Commission.

²² *Id.* at 1.

²³ *Id.*

²⁴ *Id.*

PUBLIC VERSION

To the extent that CenturyLink's compliance filing veered towards addressing its compliance with the Standards, it did so only generally and purportedly in cooperation with the Union:

In February, CenturyLink announced plans to reduce 154 full-time technicians in several titles and locations in Minnesota. Working with the CWA, in accordance with procedures in the CenturyLink and CWA collective bargaining agreement, only 5 employees experienced a layoff in May. Notwithstanding this result, both parties understand the need to continue to find ways to respond to anticipated ongoing market and competitive pressures. CenturyLink anticipates the need for further workforce reductions this year in light of these trends.

CenturyLink's network is healthy. The metric most reflective of the health of CenturyLink's local network is the trouble report rate. In 2019, the trouble report rate was less than 1 per 100 lines on a state-wide basis and has held steady near that level for several years. To put that number in perspective, Minnesota Rules set forth a standard of 6 per 100 lines on an exchange basis.

Minnesota has some of the lowest trouble rates within CenturyLink's service territory which is a testament to the quality of work the CWA technicians perform and the continued focus on ensuring we identify and address network deficiencies. In addition, CenturyLink has invested in proactive maintenance programs and CenturyLink routinely addresses smaller maintenance issues our frontline technicians bring forward. CenturyLink spends close to \$10M per year just on outside plant maintenance in Minnesota's local network organization. That figure does not include larger capital network improvement projects such as fiber-to-the-home and Connect America Fund broadband expansions.

These measures have addressed the concerns raised in the complaint and make the Commission's action accepting the withdrawal of the complaint in this docket appropriate.²⁵

In short, CenturyLink's compliance filing informed the Commission that it would be reducing its workforce due to market- and competitive-based forces, but that its network's health was nevertheless robust due to appropriate infrastructure investments. Without addressing any of the Standards violations in the First Formal Complaint, CenturyLink simply tried to wave away any concern the Commission may have had without substantive explanation.

²⁵ 6/5/20 CenturyLink Letter to the Commission at 1-2.

PUBLIC VERSION

While the Company's responsive letter characterized an ongoing collaborative and positive working relationship with the Union, CWA's letter suggested otherwise: "We reached out to the Company about providing a joint response to your request but could not come to agreement on its contents."²⁶ Instead of the positive assessment of its network repeated by the Company's compliance filing, CWA's letter expressed deep concern.²⁷

The Union expressed frustration over CenturyLink's inability to reach consensus with the Union on both infrastructure investment and workforce retention, which CWA contended were both critical to ensuring the Company's compliance with the Standards, especially given the pandemic:

CWA's [First Formal] [C]omplaint primarily stemmed from the Company's plan to eliminate a large proportion of the Technician staff who maintain the telephone and internet network in Minnesota. Given the Company's frequent struggles to meet service requirements as reported by CWA members in the field and visible concerns regarding maintenance of infrastructure (see photos accompanying [First Formal C]omplaint), it seems inconceivable that service standards could be met with such a reduction in Technicians.

The COVID-19 crisis exacerbated our concerns as Minnesotans must rely even more heavily on CenturyLink's network for work, school, commerce, and health care, etc. While there should never be a time for CenturyLink to experiment with reduced staffing levels or risk the reliability of the network, this most certainly, is not it. . . .

The issues we raised with the Company regarding a potential joint response to the [Commission]'s request were, 1) The Company's planned investment in infrastructure, and 2) Retention of a sufficient workforce. At this point, the Company could not commit to us that it planned to invest any more in infrastructure in Minnesota than it was already planning, which we regard as insufficient to maintain, let alone upgrade the physical plant. Secondly, the Company would not commit to retaining the Technician positions needed to do that work for any period of time.²⁸

²⁶ 6/11/20 CWA Letter to the Commission at 1.

²⁷ See generally 6/5/20 CenturyLink Letter to the Commission.

²⁸ 6/11/20 CWA Letter to the Commission at 1.

PUBLIC VERSION

Despite CenturyLink's transparency in its compliance filing a week earlier that it intended to (at some point this year) move forward with workforce reductions and that it felt the Company's infrastructure investments were sufficient, the Union nevertheless held out hope that CenturyLink would change its mind:

While these remain serious concerns, we are cautiously optimistic that CenturyLink now recognizes its error in seeking reductions in staff when the work to be done requires more not less staff. We also are giving the Company the benefit of the doubt that it intends to increase investment in infrastructure and to maintain sufficient staffing levels despite its unwillingness to make those commitments in a joint letter to the [Commission].²⁹

Therefore, it appears evident to the OAG that CWA's compliance filing demonstrated that the precursors underlying CWA's support for the Withdrawal Order—i.e., infrastructure investment and workforce retention—were no longer present realities.³⁰

III. CWA FILES A SECOND FORMAL COMPLAINT ALLEGING VIOLATIONS OF MINNESOTA'S TELECOMMUNICATIONS SERVICE QUALITY STANDARDS AND CENTURYLINK FILES RESPONSIVE COMMENTS.

A. CWA Reaffirms its First Formal Complaint, Alleging that the Earlier Resolution between the Union and the Company was Merely a "[V]ery [T]emporary and [C]ynical [P]loy."

On August 18, 2020, CWA filed what the Commission has characterized as a second formal complaint against CenturyLink ("Second Formal Complaint")³¹ after the Company decided to move forward with a workforce reduction.³² The Union's Second Formal Complaint appears to attempt to bootstrap the withdrawn allegations in the First Formal Complaint along with several new alleged violations:

²⁹ 6/11/20 CWA Letter to the Commission at 1-2.

³⁰ *See, e.g.*, Second Formal Complaint at 1 ("CWA requested to withdraw the complaint after CenturyLink reached out and assured us the Company would rescind the reduction in force announcement and maintain technician staffing levels as well as provide the necessary investment in infrastructure repair and maintenance.").

³¹ *See, e.g.*, Notice at 1-2.

³² Second Formal Complaint at 1 ("Less than three weeks after our letter, on June 30, CenturyLink informed CWA that it was issuing a 'new' Involuntary Notice of Force Adjustment for essentially the same workforce as the earlier notice (Exhibit A)."); *see also id.* at Ex. A.

PUBLIC VERSION

none of the underlying concerns CWA primarily focused on in our initial complaint to the [Commission] has been addressed such as investment and workforce levels. Since that time, additional information has come to our attention that we believe may also violate the Company's obligations to Minnesota.³³

Accordingly, the next several subsections of these Comments will address the various new violations alleged in the Second Formal Complaint.

1. The Second Formal Complaint's alleged violations of Minnesota Rules Parts 7810.5800 and 7810.5900.

CWA's Second Formal Complaint alleges three examples of CenturyLink's purported violations of Minnesota Rules Parts 7810.5800 and 7810.5900.

First, the Union contends that "in the observation of Technicians, there has been no decrease in waiting times for customer repairs or installations, and the Company as previously alleged [in the First Formal Complaint] remains out of compliance"³⁴ As an example, CWA's Second Formal Complaint provided that "one Technician explained that in response to a request for service made on July 30, customers were provided with an earliest possible repair appointment date of August 6 -- a full seven days later."³⁵ While the Union provided this one example of the Standards violation, it likewise indicated it was more of a general problem given that "[o]ther technicians verified that this lag time is now typical."³⁶

Second, the Union contends that "[t]he Company has abandoned its long-established policy that provided a procedure to ensure that technicians are available to respond to individual customers' emergency outages that occur outside of normal working hours." The Second Formal Complaint suggests that because "[t]here is no longer a rotation or even a volunteer list

³³ Second Formal Complaint at 2.

³⁴ *Id.*

³⁵ *Id.*

³⁶ *Id.*

PUBLIC VERSION

maintained by the Company of available technicians for this purpose,” CenturyLink is in violation of Minnesota Rules Part 7810.5900, which “requires the Company to not only receive trouble reports 24 hours daily, but also, ‘to clear trouble of an emergency nature at all hours, consistent with the bona fide needs of the customer’”³⁷

The Second Formal Complaint’s third and final alleged violation of Minnesota Rules Parts 7810.5800 and 7810.5900 relates to CenturyLink’s maintenance of customer records. The Union alleges that “[t]he Company recently informed CWA that, ‘CenturyLink does not track the number of customer complaints due to delays in installing or repair.’”³⁸ Accordingly, CWA concluded that “[i]f this is in fact true, it suggests the problems may be quite a bit larger than we suspect, but also may be in violation of” Minnesota Rules Parts 7810.5800 and 7810.5900.³⁹

2. The Second Formal Complaint’s allegation that CenturyLink refuses to bury wireline to new customers unless the customer agrees to incur those installation costs.

Without pointing to a specific Standard violation, the Second Formal Complaint also alleges that CenturyLink has improperly “instituted a new practice whereby it refuses to provide buried wireline service to residents who are unwilling to accept exorbitant costs being shifted to the Customer.” The Union contends that because “[t]he costs vary based on depth and length of the wire drops” and certain municipalities have trenching depth requirements, CenturyLink forces its customers to choose between incurring substantial installation costs or forgoing service.⁴⁰

³⁷ Second Formal Complaint at 2 (citing and quoting Minn. R. 7810.5900).

³⁸ *Id.* at 3.

³⁹ *Id.*

⁴⁰ *See id.* at 2 (the Second Formal Complaint alleges that, “[a]ccording to a Company memo, ‘[i]f a drop is placed for a new order and it will cost over \$1250, we will likely have to send a tech out to pick up the drop and disconnect the customers service.’”).

PUBLIC VERSION

3. The Second Formal Complaint's alleged violations of Minnesota Rules Parts 7810.3300 and 7810.4900.

Similar to the First Formal Complaint, the Second Formal Complaint alleges that CenturyLink is not complying with Minnesota Rules Part 7810.3300 given the “dilapidated” state of the Company’s infrastructure. In support of its allegation, the Union attaches to its complaint “a collection of photos of deteriorating telecom plant plainly visible from the street.”⁴¹ Furthermore, CWA contends that CenturyLink managers have gone as far as instructing technicians to put off maintenance, which the Union alleges is a direct violation of Minnesota Rules Part 7810.3300: “[w]hile outside observers are forced to imagine the state of the infrastructure hidden from public view, CenturyLink Technicians have direct knowledge and have reported instructions from CenturyLink managers to avoid replacing subpar, damaged, or immersed cables as a cost-saving measure, despite clear indications that the cables need replacement.”⁴²

The final Standards violation allegation in CWA’s Second Formal Complaint relates to Minnesota Rules Part 7810.4900, which the Union contends “requires the Company to conduct traffic studies and ensure ‘sufficient equipment and an adequate operating force are provided during the busy hour, busy season.’”⁴³ The Second Formal Complaint alleges that the Company is not in compliance with this Standard requirement given “the plant’s state of disrepair, the termination of appropriate ‘Call-Out’ procedures for Technicians and the already excessive waiting time for repairs,” reasoning that “it would seem the size of the workforce is inadequate to maintain the system.”⁴⁴ In support of its contention, the Union suggests that “the technician

⁴¹ Second Formal Complaint at 2; *see also id.* at Ex. B.

⁴² *Id.* at 2.

⁴³ *Id.* at 3 (citing and quoting Minn. R. 7810.4900).

⁴⁴ *Id.*

PUBLIC VERSION

workforce has been cut by 22% since 2018” and that “[t]he further cuts scheduled for September will mean the Technician ranks will be cut by 36% over that same period.”⁴⁵

B. CenturyLink Files Responsive Comments Characterizing CWA’s Formal Complaint as a Simply a “[L]abor [R]elations [I]ssue.”

As required by the Notice, on September 18, 2020, CenturyLink filed its responsive comments.⁴⁶ The Company conceded that the Commission has jurisdiction over the alleged Standards violations. CenturyLink also suggested, however, that there was no merit to the allegations and therefore a Commission investigation was unwarranted.⁴⁷ The following subsections will more closely analyze the Company’s response to both the Commission’s inquiries and the Union’s allegations in its Second Formal Complaint.

1. CenturyLink argues that the Union’s Second Formal Complaint fails to meet the Commission’s requirements governing formal complaints.

In response to the Commission’s inquiry on whether the Second Formal Complaint satisfies the requirements set forth in Minnesota Rules Part 7829.1700, subpart 1, CenturyLink concludes that “[t]he letter from the CWA falls short of meeting the requirements” for two reasons.⁴⁸ First, CenturyLink argues that the Second Formal Complaint “does not include signatures from enough subscribers,”⁴⁹ and therefore, the Second Formal Complaint “does not meet the requirements for a formal complaint under Minn. R. 7812.2210, Subp. 17.A”⁵⁰ CenturyLink reasons that the Second Formal Complaint does not constitute a formal complaint

⁴⁵ Second Formal Complaint at 3.

⁴⁶ See generally CenturyLink’s 9/18/20 Comments.

⁴⁷ CenturyLink’s 9/18/20 Comments at 10.

⁴⁸ *Id.* at 3.

⁴⁹ *Id.* at 4.

⁵⁰ *Id.* (citing and quoting Minnesota Rules Part 7829.1700, subpart 1, which states: “After giving notice to the CLEC, the commission may investigate any matter brought forth under its own motion or raised in a complaint against a CLEC of a possible violation of this chapter. A complaint may be brought by a telephone company; by a telecommunications carrier; by the department; by the OAG-RUD; by the governing body of a political subdivision; or by no fewer than five percent or 100, whichever is the lesser number, of the subscribers or spouses of subscribers of the CLEC.”).

PUBLIC VERSION

under the Commission’s procedural rules because it “does not contain a complaint from five percent or 100 subscribers.”⁵¹

The Company also notes that the Union’s complaint “does not identify specific violations of Commission rules,” but “[i]nstead . . . makes generalized and vague allegations without providing sufficient support such that CenturyLink can respond.” The remaining subsections address the Company’s contention that the Second Formal Complaint fails to allege sufficient factual support to comply with the requirement of Minnesota Rules Part 7829.1700, subpart 1.

2. The Second Formal Complaint’s alleged violations of Minnesota Rules Parts 7810.5800 and 7810.5900.

CWA’s Second Formal Complaint alleges three examples of CenturyLink’s purported violations of Minnesota Rules Parts 7810.5800 and 7810.5900. The Company denies any noncompliance with such Standards.

First, the Union argues that “in the observation of Technicians, there has been no decrease in waiting times for customer repairs or installations, and the Company as previously alleged [in the First Formal Complaint] remains out of compliance”⁵² In response, CenturyLink argues that Second Formal Complaint merely “describes one incident where a customer was given a repair date seven days after the customer called in the ticket and states that such a repair interval is ‘typical.’”⁵³ Relying on the language in Minnesota Rule Part

⁵¹ CenturyLink’s 9/18/20 Comments at 4.

⁵² Second Formal Complaint at 2.

⁵³ CenturyLink’s 9/18/20 Comments at 4.

PUBLIC VERSION

7810.5800,⁵⁴ CenturyLink denies any Standards violations for several reasons, among them the Company's disagreement with the purpose underlying the particular rule:⁵⁵

The CWA Letter's description does not clarify whether this repair involved a voice service over which the Commission has jurisdiction or whether it involved an out of service condition making the rule apply. Even if the repair was for an out of service voice customer, the recitation of the facts do not demonstrate whether or not the delay was the "shortest possible" or say anything about CenturyLink's objective of restoring 95% out of service within 24 hours. The CWA Letter provides insufficient detail for CenturyLink to even investigate the allegation to determine whether the claims are accurate.⁵⁶

While the Company argues that "it does have an objective of completing repair of 95% of out of service conditions within 24 hours," CenturyLink's explanation of whether or not it is meeting this particular Standard is ambiguous to say the least.⁵⁷

With regard to CWAs' claims that CenturyLink was not complying with Minnesota Rules Part 7810.5900,⁵⁸ the Company claims that the "evidence" the Union presents does not address the three applicable regulatory requirements: (1) that "the [C]ompany be able to receive customer trouble reports within 24 hours," (2) that the Company "maintain an accurate record of

⁵⁴ CenturyLink's 9/18/20 Comments at 4 (citing and quoting Minn. R. 7810.5800: "When interruptions occur, the utility shall reestablish service with the shortest possible delay. The minimum objective should be to clear 95 percent of all out-of-service troubles within 24 hours of the time such troubles are reported.").

⁵⁵ *Id.* at 5 ("CenturyLink has sought for several years to alter the 95% out of service standard because it believes the rule interferes with the maintenance and installation of the services most important to Minnesota consumers (broadband) in favor of the service that Minnesota consumers are abandoning (voice).").

⁵⁶ *Id.* at 4-5.

⁵⁷ *See, e.g.*, Second Formal Complaint at 2 ("CenturyLink complies with its obligations under the rules and its year to date calculation using the methodology under its expired Alternative Form of Regulation Plan *is close to* the 95% figure.") (emphasis added).

⁵⁸ *See* CenturyLink's 9/18/20 Comments at 5-6 n.2 (citing and quoting Minn. R. 7810.5900: "Arrangements shall be made to receive customer trouble reports 24 hours daily and to clear trouble of an emergency nature at all hours, consistent with the bona fide needs of the customer and personal safety of utility personnel. Each telephone utility shall maintain an accurate record of trouble reports made by its customers. This record shall include appropriate identification of the customer or service affected, the time, date, and nature of the report, the action taken to clear trouble or satisfy the complaint, and the date and time of trouble clearance or other disposition. This record shall be available to the commission or its authorized representatives upon request at any time within the period prescribed for retention of such records. It shall be the objective to so maintain service that the average rate of all customer trouble reports in an exchange is no greater than 6.5 per 100 telephones per month. A customer trouble report rate of more than 8.0 per 100 telephones per month by repair bureau on a continuing basis indicates a need for investigative or corrective action.").

PUBLIC VERSION

trouble reports made by its customers,” and (3) that CenturyLink “have an objective to maintain service so that the customer trouble report rate is no greater than 6.5 per 100 telephone lines per month per exchange.”⁵⁹ The Company concludes that it “is able to receive trouble reports 24 hours a day *and 7 days a week*” and that “[i]t maintains records of trouble reports and its trouble report rate is well less than 1 per 100 lines.”⁶⁰

Furthermore, with respect to the Union’s contention “that CenturyLink has made changes in policies related to responding to emergency outages,”⁶¹ CenturyLink affirmatively disagreed. The Company claimed it “has made no changes in its policies to respond to emergency outages” in “any meaningful way” since 2012 “and regularly [responds to emergency outages] regardless of the hour when they occur.”⁶² CenturyLink not only denies this claim, but characterizes it as not being a Standards violation. Instead, the Company suggests CWA’s dispute is “a labor relations issue that should be addressed elsewhere” given that the issue involves the Company’s “change it has made where it has stopped paying certain technicians a significant annual sum for being available to answer the phone.”⁶³

The Second Formal Complaint’s third and final alleged violation of Minnesota Rules Parts 7810.5800 and 7810.5900 relates to the Union’s allegation “that CenturyLink does not maintain records of customer issues”⁶⁴ The Company first notes that Minnesota Rules Part 7810.5800 “mentions nothing about tracking complaints and does not appear to relate to this

⁵⁹ CenturyLink’s 9/18/20 Comments at 5.

⁶⁰ *Id.* at 6 (emphasis in original).

⁶¹ *Id.* at 6, n.3 (citing and quoting to Second Formal Complaint at 2).

⁶² *Id.* at 6 (also noting that “CenturyLink is in communication with the Commission and the Department of Commerce for significant outages that impact large number of customers or 911 service”).

⁶³ *Id.* at 6.

⁶⁴ *Id.* at 8, n.9 (citing and quoting to Second Formal Complaint at 3).

PUBLIC VERSION

allegation.”⁶⁵ Next, CenturyLink contends that its complaint tracking processes⁶⁶ comply with the relevant portion of Minnesota Rules Part 7810.5900.⁶⁷ The Company further supports its claims of Standards compliance, noting that the Commission has previously reviewed and impliedly approved CenturyLink’s complaint tracking process in the Telephone Assistance Program context.⁶⁸

3. The Second Formal Complaint’s allegation that CenturyLink refuses to bury wireline to new customers unless the customer agrees to incur those installation costs.

In response to the Second Formal Complaint’s “commentary about a ‘new practice’ of refusing to provide buried service wire in situations where the customer is unwilling to pay the uneconomic costs associated with providing this service,”⁶⁹ CenturyLink’s responsive comments argue that its “tariff provisions authorize such charges and they have been in place for years.”⁷⁰

⁶⁵ See CenturyLink’s 9/18/20 Comments at 9 n.10 (citing and quoting Minn. R. 7810.5800: “Each telephone utility shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the utility shall reestablish service with the shortest possible delay. The minimum objective should be to clear 95 percent of all out-of-service troubles within 24 hours of the time such troubles are reported. In the event that service must be interrupted for purposes of working on the lines or equipment, the work shall be done at a time which will cause minimal inconvenience to customers. Each utility shall attempt to notify each affected customer in advance of the interruption. Emergency service shall be available, as required, for the duration of the interruption. Every telephone utility shall inform the commission, as soon as possible, of any major catastrophe such as that caused by fire, flood, violent wind storms, or other acts of God which apparently will result in prolonged and serious interruption of service to a large number of customers.”).

⁶⁶ *Id.* at 9 (stating that “CenturyLink complies with this obligation. Every customer repair ticket includes the following information: 1. **Appropriate identification of the customer:** *Customer name, address, wire center, Billing Account Number (BAN), main telephone number.* 2. **Or service affected:** *Market code (Residence, Business, etc.).* 3. **The time, date:** *Trouble report Receive Date/Time, dispatch (if applicable arrival date/time.* 4. **And nature of the report:** *Service affecting, service outage, features issue, long distance, billing, cause of the trouble, etc.* 5. **The action taken to clear trouble or satisfy the complaint:** *Technician narrative of cause of trouble and how corrected.* 6. **And the date and time of trouble clearance or:** *Trouble clearance date/time.* 7. **Other disposition:** *Specific disposition/found codes used to categorize location/disposition of trouble.*”) (emphasis in original).

⁶⁷ *Id.* at 9 (citing and quoting Minn. R. 7810.5900: “Each telephone utility shall maintain an accurate record of trouble reports made by its customers. This record shall include appropriate identification of the customer or service affected, the time, date, and nature of the report, the action taken to clear trouble or satisfy the complaint, and the date and time of trouble clearance or other disposition. This record shall be available to the commission or its authorized representatives upon request at any time within the period prescribed for retention of such records.”).

⁶⁸ *Id.* at 9-10.

⁶⁹ *Id.* at 6-7.

⁷⁰ CenturyLink’s 9/18/20 Comments at 7.

PUBLIC VERSION

Moreover, the Company continued, “[t]his issue was litigated in Minnesota Courts nearly twenty years ago” and “[c]urrent tariff provisions authorize such charges when the customer is beyond a certain distance from CenturyLink facilities or construction would be uneconomic.”⁷¹

4. The Second Formal Complaint’s alleged violations of Minnesota Rules Parts 7810.3300 and 7810.4900.

Similar to the First Formal Complaint, the Second Formal Complaint alleges that CenturyLink is not complying with Minnesota Rules Part 7810.3300 given the “dilapidated” state of the Company’s infrastructure.⁷² In support of its allegation, the Union attaches to its complaint “a collection of photos of deteriorating telecom plant plainly visible from the street.”⁷³ CenturyLink contends that it “responded to these allegations in June and its response [to the First Formal Complaint] applies today.”⁷⁴ In short, the Company denies any noncompliance with Minnesota Rules Part 7810.3300 and, in its defense, CenturyLink points to its low trouble report rate, network infrastructure investments, proactive maintenance, and alleges CWA technicians may not be following Company protocols:

In 2019, the trouble report rate was less than 1 per 100 lines on a statewide basis and has held steady near that level for several years. 2020 data is consistent with prior years. To put that number in perspective, Minnesota Rules set forth a standard of 6.5 troubles per 100 lines on an exchange basis.

Minnesota has some of the lowest trouble rates within CenturyLink’s service territory which is a testament to the quality of work the CWA technicians perform and the continued focus on ensuring CenturyLink identifies and addresses network deficiencies. In addition, CenturyLink has invested in proactive maintenance programs and routinely addresses smaller maintenance issues its frontline technicians bring forward. Finally, CenturyLink has invested robustly in fiber to the home and other network upgrades that modernize the network and prevent problems that would otherwise appear with an older network.

⁷¹ *Id.* at 7.

⁷² The Second Formal Complaint also alleges noncompliance with Minnesota Rules Part 7810.4900, which CenturyLink does not directly address, other than through its general statement that its network is healthy.

⁷³ Second Formal Complaint at 2; *see also id.* at Ex. B.

⁷⁴ CenturyLink’s 9/18/20 Comments at 7.

PUBLIC VERSION

Random photographs of damaged pedestals provide little insight into the state of CenturyLink's network. CenturyLink pedestals are damaged regularly by a variety of sources including cars backing into them, construction activities, snowplows, animals in remote areas and many other random events. A technician who identifies such issues is required to report them so that the company can follow up and repair them. CenturyLink did so when it identified the plant provided by [CWA] in June and will do so again assuming technicians followed that process with the damaged plant. CenturyLink invites [CWA] to identify the locations of that plant so CenturyLink can make sure it gets repaired. This is an ongoing process that is necessary to maintain any network.⁷⁵

ANALYSIS & RECOMMENDATIONS

In this section, the OAG provides analysis and recommendations concerning the issues contained in the Commission's Notice:

- Does the complaint by CWA include the statute, rule, tariff, or Commission order alleged to have been violated; the facts constituting the alleged violation; and the relief sought by complainant, as required by Minn. Rules 7829.1700, subpart 1?
- Does the Commission have jurisdiction over the matters alleged in the complaint?
- Are there reasonable grounds to investigate the allegation?
- Are there other issues or concerns related to this matter?⁷⁶

I. IF THE COMMISSION CONSIDERS THE FIRST AND SECOND FORMAL COMPLAINTS TOGETHER AS ONE DOCUMENT, CWA COMPLIES WITH THE COMMISSION'S PROCEDURAL RULES GOVERNING FORMAL COMPLAINTS.

A. CWA Complies with the Requirements Set Forth in Minnesota Rules Part 7829.1700, Subpart 1.

Subpart 1 of Minnesota Rules Part 7829.1700 sets forth the procedural requirements governing formal complaints. In sum, a formal complaint must include the following seven pieces of information: (1) the name and address of the complainant; (2) the name and address of complainant's counsel, if any; (3) the name and address of respondent; (4) the name and address

⁷⁵ CenturyLink's 9/18/20 Comments at 8.

⁷⁶ Notice at 1.

PUBLIC VERSION

of respondent's counsel, if known; (5) the statute, rule, tariff, or [C]ommission order alleged to have been violated; (6) the facts constituting the alleged violation; and (7) the relief sought by complainant.⁷⁷

Although the Notice only solicited interested parties' input on items (5) through (7) listed above,⁷⁸ the OAG's Comments will address all seven items. Taken alone, the Second Formal Complaint does not appear to meet all the requirements set forth in Minnesota Rules Part 7829.1700, subpart 1. For example, unlike the First Formal Complaint, the Second Formal Complaint fails to include item (1) (the address of the complainant) and item (3) (the address of respondent).⁷⁹

Regardless, the OAG urges the Commission to view CWA as intending its Second Formal Complaint to incorporate its First Formal Complaint for at least two reasons. First, the Union contended that the Company concocted a "ploy" causing CWA to withdraw its initial complaint. This suggests that the allegations in CWA's First Formal Complaint were revived in the Second Formal Complaint. And second, the Union contended that the allegations in the First Formal Complaint had not been addressed. If the Commission does view the Second Formal Complaint as incorporating the First Formal Complaint, then from the OAG's perspective, all seven requirements set forth in Minnesota Rules Part 7829.1700, subpart 1 have been satisfied.⁸⁰ And even if the Commission fails to recognize either the First or Second Formal Complaint as compliant with the Commission's procedural rules, the OAG nevertheless recommends that the

⁷⁷ See Minn. R. 7829.1700, subp. 1.

⁷⁸ See Notice at 1 ("Does the complaint by CWA include the statute, rule, tariff, or Commission order alleged to have been violated; the facts constituting the alleged violation; and the relief sought by complainant, as required by Minn. Rules 7829.1700, subpart 1?").

⁷⁹ Compare First Formal Complaint with Second Formal Complaint.

⁸⁰ This statement also assumes that CWA is indeed unrepresented by counsel in this matter and that the Union did not know the identity or location of CenturyLink's attorney.

PUBLIC VERSION

Commission move forward with a formal investigation into CenturyLink's practices, as discussed more fully *infra*.

The Commission should also outright reject CenturyLink's argument that a type of dispositive motion standard should be grafted into the procedural requirements governing formal complaints in Rule 7829.1700. The Company argues that the Second Formal Complaint fails to comply with Minnesota Rules Part 7829.1700, subpart 1 because it fails to "provide a basis for the Commission to conclude that CenturyLink has violated" the Standards.⁸¹ But this is not required by the rule. All that Rule 7829.1700 requires is that the complainant identify "the statute, rule, tariff, or [C]ommission order alleged to have been violated" and "the facts constituting the alleged violation"⁸² And CenturyLink acknowledges that this information is contained within the Second Formal Complaint.⁸³ Whether an alleged Standards violation is or is not meritorious should not be the focus of an inquiry into whether a formal complaint complies with the Commission's procedural rules set forth in Rule 7829.1700, subpart 1. Indeed, such a standard may not even be warranted even when determining whether or not to proceed with a formal investigation. After all, determining whether CenturyLink is or is not in compliance with the Standards will become apparent only *after* an investigation is completed.

B. The Commission Should Reject CenturyLink's Contention that Minnesota Rules Part 7812.2210, Subpart 17.A Applies to CWA's Formal Complaint.

The Commission's Notice inquires into whether the Second Formal Complaint satisfies the requirements set forth in Minnesota Rules Part 7829.1700, subpart 1. CenturyLink's

⁸¹ CenturyLink's 9/18/20 Comments at 4.

⁸² Minn. R. 7829.1700, subp. 1.

⁸³ Compare CenturyLink's 9/18/20 Comments at 4 ("[t]he [Second Formal Complaint] identifies some Commission rules and provides facts it alleges relate to those rules") with Minn. R. 7829.1700, subp. 1 (a formal complaint must include, *inter alia*, "the statute, rule, tariff, or [C]ommission order alleged to have been violated" and "the facts constituting the alleged violation").

PUBLIC VERSION

responsive comments argue that the Second Formal Complaint “does not include signatures from enough subscribers,”⁸⁴ and therefore, the Second Formal Complaint “does not meet the requirements for a formal complaint under Minn. R. 7812.2210, Subp. 17.A”⁸⁵ CenturyLink reasons that the Second Formal Complaint does not constitute a formal complaint under the Commission’s procedural rules because it “does not contain a complaint from five percent or 100 subscribers.”⁸⁶

The OAG provides at least three reasons why Commission should reject or ignore CenturyLink’s improper attempt at grafting the requirements of Rule 7812.2210, subpart 17.A into subpart 1 of Rule 7829.1700.

First, the plain language of subpart 17.A of Minnesota Rules Part 7812.2210 demonstrates its inapplicability. Minnesota Rules Part 7812.2210, subpart 17 is entitled “[i]nvestigations and complaints; proceedings” and states, in relevant part, that “[i]nvestigations and complaints *regarding CLEC compliance with this chapter* are governed by items A to H.”⁸⁷ And, after all, the First and Second Formal Complaints allege violations of Minnesota Rules Chapter 7810, not Chapter 7812.

Second, the plain language of Rule 7812.2210, subpart 1.A. acknowledges the Commission’s ability to investigate CenturyLink’s Standards compliance under Rule 7829.1700 and not Rule 7812.2210, subpart 17: “*Except as provided otherwise in . . . other commission*

⁸⁴ CenturyLink’s 9/18/20 Comments at 4.

⁸⁵ *Id.* at 4 (citing and quoting Minnesota Rules Part 7829.1700, subpart 1, which states: “After giving notice to the CLEC, the commission may investigate any matter brought forth under its own motion or raised in a complaint against a CLEC of a possible violation of this chapter. A complaint may be brought by a telephone company; by a telecommunications carrier; by the department; by the OAG-RUD; by the governing body of a political subdivision; or by no fewer than five percent or 100, whichever is the lesser number, of the subscribers or spouses of subscribers of the CLEC.”).

⁸⁶ *Id.*

⁸⁷ Minn. R. 7812.2210, subp. 17.

PUBLIC VERSION

rules, the commission shall exercise its authority over a CLEC's local services only upon complaint under subpart 17”⁸⁸

And finally, both the OAG's earlier regulatory interpretation arguments are further buttressed by the plain language of Rule 7812.0150, which is entitled “applicability of rules of practice and procedure.” That rule states that “[p]roceedings under this chapter must be conducted according to the commission's rules of practice and procedure, parts 7829.0100 to 7829.1200 and 7829.2600 to 7829.3200, to the extent those parts are consistent with the requirements of this chapter.” In other words, because CWA's First and Second Formal Complaints were not “proceedings under this chapter”—but instead alleged Chapter 7810 violations—the applicable procedural requirements governing the formal complaints are contained in Rule 7829.1700 and not Rule 7812.2210, subpart 17.

Finally, in the event that the Commission agrees with CenturyLink's incorporation of the requirements of Rule 7812.2210, subpart 17.A, the OAG, the Minnesota Department of Commerce, and the Commission itself all have the authority to request the initiation of an investigation into CenturyLink's compliance with the Standards. And, as discussed *infra*, the Commission should initiate a formal investigation.

II. CENTURYLINK CONCEDES THAT THE COMMISSION HAS JURISDICTION OVER THE ISSUES RAISED IN CWA'S FORMAL COMPLAINT.

The Commission clearly has jurisdiction over the Standards noncompliance allegations set forth in both the First and Second Formal Complaints. Even CenturyLink acknowledges as much: “[t]he Commission has jurisdiction over CenturyLink's service quality for voice services.”⁸⁹ The Commission's jurisdiction, in any event, is not really up for dispute, as the

⁸⁸ Minn. R. 7812.2210, subp. 1.A.

⁸⁹ CenturyLink's 9/18/20 Comments at 10.

PUBLIC VERSION

Commission has already commented on its regulatory purview in prior filings within this docket.⁹⁰

III. THE COMMISSION SHOULD OPEN A FORMAL INVESTIGATION INTO THE UNION'S ALLEGATIONS IN THE FIRST AND SECOND FORMAL COMPLAINTS.

Regardless of whether or not the Commission concludes that the Union's First and Second Formal Complaints comply with its procedural rules governing formal complaints, the Commission should nevertheless initiate a formal investigation into CenturyLink's compliance with the Standards. From the OAG's perspective, an investigation is especially warranted in light of Information Request ("IR") responses the OAG received from both the Company and CWA, which the OAG will provide in their entirety if the Commission chooses to initiate a formal investigation. While these additional facts were not included in the First and Second Formal Complaints, the Commission should consider such information given its previously-espoused regulatory concern over CenturyLink's Standards compliance and desire to keep the docket "open" even after the Withdrawal Order.

Even without taking into account the IR responses received by the OAG, the First and Second Formal Complaints allege troubling compliance issues with the Commission's Standards. For example, in response to CWA's allegation that CenturyLink is in violation of Minnesota Rules Part 7810.5800, the Company does not contend that it is in compliance with that Standard, but instead ambiguously notes "that its year to date calculation using the methodology under its expired Alternative Form of Regulation Plan *is close to* the 95% figure."⁹¹

⁹⁰ See, e.g., 5/1/20 Commission Letter to CWA ("As a state agency with independent authority to conduct investigations and otherwise regulate telecommunications carriers . . . [t]he Commission . . . is responsible to ensure that CenturyLink is in compliance with the Commission's [Standards] cited in CWA's formal complaint.").

⁹¹ CenturyLink's 9/18/20 Comments at 5 (emphasis added).

PUBLIC VERSION

CenturyLink's actual monthly out-of-service performance results, however, cast even further doubt over the Company's compliance with the minimum standard established in Minnesota Rules Part 7810.5800.⁹² In fact, for the eight months of out-of-service performance results data that the Company provided to the OAG through its IR responses, CenturyLink only met the 95% minimum requirement **[TRADE SECRET INFORMATION BEGINS]**

[TRADE SECRET INFORMATION ENDS]

Additionally, given the pandemic, Minnesota households have increased their reliance on the essential telecommunication services provided by CenturyLink. The Commission should more fully investigate whether the Company's network infrastructure complies with the Standards instead of taking CenturyLink's market- and competitive-based explanation at face

⁹² The OAG makes this conclusion based on its own interpretation of the monthly out-of-service performance results provided by CenturyLink and not by using the "year to date calculation using the methodology under its expired Alternative Form of Regulation Plan." See CenturyLink's 9/18/20 Comments at 5.

⁹³ CenturyLink response to OAG IR Number 16 **[TRADE SECRET INFORMATION BEGINS]**
[TRADE SECRET INFORMATION ENDS], attached

hereto as Attachment A.

PUBLIC VERSION

value. Indeed, the OAG also urges that the Commission initiate an investigation based on preliminary data received from CenturyLink in response to IR requests concerning customer care records. The OAG requested all of CenturyLink's customer care records and learned there were over [TRADE SECRET INFORMATION BEGINS] [TRADE SECRET INFORMATION ENDS] such records. After reviewing a sample size of 23 of such records,⁹⁴ [TRADE SECRET INFORMATION BEGINS]

[TRADE SECRET INFORMATION ENDS]

This is another basis under which the Commission may wish to initiate an investigation into determining whether CenturyLink is compliant with the Standards, and in particular Minnesota Rules Part 7810.3300.

CONCLUSION

The OAG respectfully recommends that the Commission find that it has jurisdiction over CWA's complaint, and that such complaint complies with the Commission's procedural rules

⁹⁴ While CenturyLink's response to OAG IR Number 9 suggests that "Not Public Attachment 9 is a randomly generated list of 25 customer care records from between January through the end of August, 2020," the OAG's review of Not Public Attachment 9 only includes 23 customer care records. *Compare* CenturyLink response to OAG IR Number 9 *with* Not Public Attach. 9, attached hereto as Attach. B.

⁹⁵ CenturyLink response to OAG IR Number 9 and Not Public Attach. 9 [TRADE SECRET INFORMATION BEGINS] [TRADE SECRET INFORMATION ENDS], attached hereto as Attach. B.

⁹⁶

PUBLIC VERSION

governing formal complaints. Furthermore, because CWA's complaint alleges serious and potentially problematic violations of the Standards, the OAG likewise respectfully recommends that the Commission finds reasonable grounds to investigate CWA's allegations.

Dated: October 23, 2020

Respectfully submitted,

KEITH ELLISON
Attorney General
State of Minnesota

/s/ **Max Kieley**

MAX KIELEY
Assistant Attorney General
Atty. Reg. No. 0389363

445 Minnesota Street, Suite 1400
St. Paul, Minnesota 55101-2131
(651) 757-1244 (Voice)
(651) 296-9663 (Fax)
max.kieley@ag.state.mn.us

ATTORNEYS FOR OFFICE OF
THE ATTORNEY GENERAL—
RESIDENTIAL UTILITIES DIVISION

PUBLIC VERSION

OAG No. 016

**State Of Minnesota
Office Of The Attorney General
Utility Information Request**

*In the Matter of a Formal Complaint
regarding the services provided by the Qwest
Corporation, d/b/a CenturyLink in
Minnesota, on behalf of the Communications
Workers of America (CWA)*

MPUC Docket No.

P-421/C-20-432

Requested from: CenturyLink

Requested By: Max Kieley
Telephone: (651) 757-1244

Date of Request: September 29, 2020
Due Date: October 13, 2020

CenturyLink's comments filed on September 18, 2020, state that the Company has "an objective of completing repair of 95% of out of service conditions within 24 hours. CenturyLink complies with its obligations under the rules and its year to date calculation using the methodology under its expired Alternative Form of Regulation Plan is close to the 95% figure." Please provide the following: (1) the actual percentage of out-of-service conditions CenturyLink has repaired within 24 hours as calculated in accordance with the Company's "year to date calculation using the methodology under its expired Alternative Form of Regulation Plan"; and (2) a narrative explaining in greater detail all relevant facts and identifying all relevant documents supporting CenturyLink's statement above.

Objections:

CenturyLink objects to the request asking for "all relevant facts and all relevant documents supporting CenturyLink's statement." Such a request is vague, overbroad, a premature contention interrogatory and not reasonably calculated to lead to discoverable evidence. The Commission has not instituted a formal complaint proceeding and therefore CenturyLink cannot know all documents and facts relevant to claims that might be made there.

Response:

Notwithstanding and without waiving these objections, see chart below:

[Not Public Data Begins

Not Public Data Ends]

Response by _____
Title _____
Department _____
Telephone _____

**PUBLIC DOCUMENT
NOT PUBLIC (OR PRIVILEGED)
DATA HAS BEEN EXCISED**

PUBLIC VERSION
State Of Minnesota
Office Of The Attorney General
Utility Information Request

In the Matter of a Formal Complaint regarding the services provided by the Qwest Corporation, d/b/a CenturyLink in Minnesota, on behalf of the Communications Workers of America (CWA) **MPUC Docket No.** P-421/C-20-432

Requested from: CenturyLink

Requested By: Max Kieley **Date of Request:** September 29, 2020
Telephone: (651) 757-1244 **Due Date:** October 13, 2020

According to CenturyLink's September 18, 2020 comments, the Commission reviewed the Company's complaint tracking process related to TAP in Docket No. 17-196. However, in addition to being limited to TAP complaints, that docket appears to contain different and more abbreviated complaint information than the repair ticket information provided on page 9 CenturyLink's comments. Accordingly, for the period from January 1, 2020 to the date of these IRs, please provide a copy of all of the trouble reports and customer repair tickets received by the Company. Also, if the trouble reports and customer repair tickets are missing any of the information listed on page 9 of CenturyLink's comments, please located and provide the missing information. Finally, for the period from January 1, 2020 to the date of these IRs, please provide copies of all complaints filed by Minnesota "state agencies or other outside groups" and explain how they have been resolved by the Company's Customer Advocacy Group (see CenturyLink comments at pg. 9).

Objections:

CenturyLink objects to this request as overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. CenturyLink has requested the data responsive to this request and estimates it will take two additional weeks to compile.

Response:

Notwithstanding and without waiving these objections,

1. Responding fully to this request would require production of approximately **[Not Public Data Begins Not Public Data Ends]** customer care records. Not Public Attachment 9 is a randomly generated list of 25 customer care records from between January through the end of August, 2020.
2. CenturyLink is gathering information responsive to this request and will produce it at a later date.

Response by _____
Title _____
Department _____
Telephone _____

PUBLIC DOCUMENT
NOT PUBLIC (OR PRIVILEGED)
DATA HAS BEEN EXCISED

PUBLIC VERSION

[Not Public Data Begins

CenturyLink
Docket No. P-421/C-20-432
October 13, 2020
Public Attachment 9

Not Public Data Ends]