

**STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION  
121 Seventh Place East, Suite 350  
St. Paul, Minnesota 55101-2147**

**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**

**MPUC Docket No. P-421/C-20-432**

**REPLY COMMENTS OF  
QWEST CORPORATION D/B/A CENTURYLINK QC**

**August 30, 2021**

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## **INTRODUCTION**

On July 1, 2021, the Minnesota Department of Commerce (“Department” or “DOC”) and the Office of the Attorney General (“OAG”) filed comments in the above-captioned matter, following informal letters of “complaint” filed by the Communications Workers of America (“CWA”). In their comments, both the DOC and OAG make extraordinary recommendations for Minnesota Public Utilities Commission (“Commission”) action. However, they base those recommendations on leaps of logic and interpretations of Commission rules and Minnesota law at odds with the plain language of the law. Their facts arise from flawed fragments of information drawn from unverified, often anonymous, sources or fundamental misunderstandings the information they reviewed.

Qwest Corporation d/b/a CenturyLink QC (“CenturyLink”) vigorously disputes the DOC’s and OAG’s unfounded claims. In these Reply Comments, CenturyLink will first summarize some of the fundamental errors in the DOC and OAG analyses. CenturyLink will then discuss: (1) the relevant history of this docket; (2) its history of investment and maintenance of its network in Minnesota and the performance of that network; (3) its workforce and how that workforce has evolved to meet workload and to reflect efficiency gains; (4) the specific allegations contained in the DOC and OAG comments, refuting those allegations; (5) the DOC’s and OAG’s inaccurate representations or interpretations of Minnesota law; and (6) the appropriate process to be followed if this matter is not dismissed.

As discussed below, CenturyLink respectfully requests that the Commission dismiss the original “complaint” that initiated this docket. The Commission should also direct the DOC or OAG, to the extent they have concerns regarding CenturyLink’s compliance with Minnesota Rules, to serve an actual complaint, with specific allegations verified by appropriate sources. That would at least provide a foundation for CenturyLink to understand the nature and basis of the



allegations and to be able to respond to them—almost certainly through a formal process conducted by the Office of Administrative Hearings (“OAH”), so that CenturyLink is provided due process and the right to cross-examine any witnesses purporting to attest to rule violations.

**I. THE DOC AND OAG COMMENTS ARE RIDDLED WITH MISSTATEMENTS, MISCHARACTERIZATIONS AND MISREADING OF MINNESOTA LAW.**

Allegations of rule violations are extremely serious matters. Such allegations deserve a thorough and thoughtful review, based on verifiable and accurate information. Such allegations also require a clear-eyed analysis of how the verifiable and accurate information stacks up against the rule requirements. Neither DOC nor OAG has provided the Commission such information or analysis. Instead, the Commission has a hodgepodge of claims and allegations, without adequate factual or legal underpinning. As discussed further in the body of these Reply Comments, some examples of flawed factual representations or legal analysis in the DOC and OAG comments include:

- **Misapplication of rules related to service quality objectives**

Both DOC and OAG turn rules that require CenturyLink to have an *objective* of meeting a particular standard into a *standard* that requires performance at that level. The rules impose no such mandate.

- **Misstatements related to Complaints**

The DOC urges the Commission to define every customer expression of dissatisfaction or frustration as a “complaint” even though such expressions are defined as “customer trouble reports” under Minn. R. 7810.0100, subp. 13 and are governed by a different rule than “complaints.” Meanwhile, the OAG does not define “complaint” but nonetheless asserts CenturyLink is violating rules related to them.

The DOC and OAG allege that CenturyLink fails to respond to complaints in a timely fashion but the available data demonstrates that CenturyLink has responded on a timely basis over [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] percent of the time.

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- **Misleading information about the amount and the nature of CenturyLink's investment in its network**

The OAG states: "To the frustration, and often the peril, of CenturyLink's landline customers, the company has invested in its broadband customers while letting its landline infrastructure fall into disrepair."<sup>1</sup> No portion of that allegation is remotely accurate. CenturyLink does not have separate sets of infrastructure or separate levels of investment for separate kinds of customers. In most cases, CenturyLink's infrastructure investments replace copper with fiber. While this could be simplistically viewed as "broadband" investment, the reality is that fiber directly benefits voice customers. Fiber not only carries more data but also is less likely to have service-related issues, leading to less need for repair. These benefits apply regardless of the service the customer is purchasing and these investments directly benefit voice customers.

- **Misstating trouble report rates**

The OAG strains to allege that CenturyLink is violating Minnesota rules related to trouble report rates, by breaking down such rates on a per month and per exchange basis. The rule contemplates no such granularity. Even under the OAG's microanalysis, CenturyLink performs extraordinarily well, meeting the objective [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] percent of the time on a monthly basis and [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] percent on an annual basis.

- **Out of context pictures of plant**

The DOC and OAG submitted pictures that they allege demonstrates that CenturyLink is not maintaining its plant. They do not analyze whether or not the issues depicted affect service (universally they do not) and provide no information on how frequently these issues occur. Such isolated issues should be analyzed against the sheer number of such facilities in the State and the microscopic trouble report rate reported for CenturyLink's network.

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<sup>1</sup> OAG July 1, 2021 Comments (OAG Comments) at 6.

- **Survey with unknown procedures undertaken by an outside group**

The DOC comments base many assertions on responses to a “survey” of customers, apparently conducted by AARP.<sup>2</sup> The comments provide no information on the process used to conduct this “survey” or any other information that would allow CenturyLink to investigate the claims made in the responses.

- **Misleading suggestions regarding “worn or deteriorating plant.”**

Technicians have identified that most CenturyLink repairs are required due to worn plant. The OAG makes a rhetorical leap from this statement to a claim that CenturyLink’s entire network is worn or deteriorating. It is not. CenturyLink’s substantial investments in the network and very low percentage of lines that report trouble with service demonstrate that fact.

As discussed further below, this docket should be closed, as it began with an improper attempt to draw the Commission into a labor dispute. At minimum, CenturyLink has the right to understand the alleged support for any claims of rule violations, so that it may fully respond to and challenge the purported factual and legal basis of those claims. If the DOC or OAG believe they possess information demonstrating rule violations, they should file a formal complaint. Alternatively, if the Commission chooses to move this matter forward despite its flawed origin and the inaccurate and misleading information put forward by the DOC and OAG to date, the Commission *must* refer this proceeding to the Office of Administrative Hearings for a contested case proceeding to afford CenturyLink due process in confronting these ill-founded allegations.

These comments address the primary issues raised by the DOC and OAG. While CenturyLink has done its best to respond to the various misinformation and allegations levied against it in these Reply Comments and supports our response with affidavits, full responses will

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<sup>2</sup> When it first discusses the “survey,” the DOC fails to identify the sponsor or conductor of the “survey,” stating: “In addition, the Department to directly obtain (sic), via a survey, customer experiences with telephone services offered by CenturyLink.” DOC July 1 Comments at 6. DOC then frequently refers to it as “the Department survey.” *Id.* at 10, 15, 20, 22. However, elsewhere DOC acknowledges that the “survey” was actually conducted by AARP, *id.* at 10, and at one point flatly calls it “the AARP survey.” *Id.* at 15, n.44.

be provided in response to any formal complaint or in an evidentiary proceeding, as necessary. For the purposes of determining how to move forward, unless otherwise specified below, the Commission should consider every factual allegation in the CWA letters and in the DOC comments as disputed.

**II. THIS DOCKET IS AN IMPROPER ATTEMPT TO DRAW THE COMMISSION INTO A LABOR DISPUTE AND NO FORMAL COMPLAINT HAS EVER BEEN FILED.**

This docket finds its origins in a labor dispute between CenturyLink and CWA. In February of 2020, CenturyLink initiated a three-month process, as set forth in its collective bargaining agreement (“CBA”) with CWA, to reduce its technician headcount in Minnesota. On April 22, 2020, CWA filed a two page letter with the Commission, stating that it “intend[s] this letter to serve as a formal complaint” and attaching certain random photographs. The letter made perfunctory claims of certain service quality rule violations before discussing CenturyLink’s initiation of the workforce reduction process and going so far as to “urge [the Commission] to seek an injunction” delaying any such workforce reductions. Of course, no utility regulatory agency has the authority to step into a labor dispute, much less “to seek an injunction” over a matter controlled by collective bargaining.

After CenturyLink indicated it would reduce its technician headcount by a small fraction of the amount originally noticed, CWA withdrew its “complaint.” At the same time, CenturyLink made clear in a June 5, 2020 letter to the Commission that the market and competitive pressures and access line losses it faces meant that CenturyLink anticipated further workforce reductions in 2020.

In July 2020, CenturyLink started a new three-month process under the CBA, to position itself to further reduce its headcount in advance of the annual reduction in Minnesota work volumes it experiences in winter months. The reductions noticed in July were still substantially

fewer than those originally announced in February. Nonetheless, on August 18, 2020, CWA filed another letter with the Commission this time attaching the Notice of Force Adjustment and Force Reductions required by Article 19 of the CBA, making further broad accusations of rule violations and attaching additional random photographs.

As CenturyLink noted in its September 18, 2020 comments in this matter, neither CWA letter—nor the two together—meet the requirements of a formal complaint.<sup>3</sup> Similarly, the CWA letters fail to provide information that demonstrate the violations they allege. Rather, the letters are an improper attempt to leverage the regulatory process by drawing the Commission into workforce issues governed by collective bargaining. Collective bargaining issues, like alleged rule violations, are serious matters that deserve a thorough and thoughtful review—just not before this Commission. The CWA self-styled “complaint” should be dismissed.

### **III. CENTURYLINK INVESTS IN ITS MINNESOTA NETWORK.**

DOC and OAG both make the erroneous assertion that CenturyLink has underinvested in its Minnesota network. In reality, CenturyLink has made and continues to make significant investments<sup>4</sup> in its Minnesota network and those investments have brought substantial benefits to Minnesota customers, as evidenced by the lack of trouble tickets in the State.

The OAG comments in particular demonstrate a lack of understanding of the network or of CenturyLink’s investments in it, when they claim that CenturyLink “has not sufficiently

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<sup>3</sup> CenturyLink’s services are governed by Minn. Stat. § 237.025 and Minn. R. 7811.2210. That rule provides that complaints may be brought by a telephone company, telecommunications carrier, DOC, OAG, governing body of a political subdivision or by no fewer than the lesser of 5 percent or 100 of the subscribers of the company subject to the complaint. CWA meets none of those requirements.

<sup>4</sup> When CenturyLink discusses its general “investment” in the network in these comments, it is referring to both capital investments and annual expenditures. When specifically discussing capital investments versus expenses, the comments identify which is being discussed.

invested in its landline infrastructure.”<sup>5</sup> In discovery, the Department asked CenturyLink to distinguish between investments for broadband and investments for voice and CenturyLink explained, in a response also provided to the OAG:

CenturyLink does not separately track network investment by the product served to the customer. Where the company replaces copper with fiber, fiber will provide transport to the node and provide many benefits to voice service. For example, fiber avoids issues with noise, power influence and newer plant over the copper that it replaces. Thus, close to 100% of the investment listed in the original response carries benefits to voice service. The only exceptions are theoretical facilities that are unique to broadband and even then, voice is a product that can be purchased from CenturyLink or other over the top providers.

The OAG either overlooked this response or ignored it in its attempt to craft a story of neglect of CenturyLink’s “landline customers.” For example, deployment of fiber to expand CenturyLink’s broadband capabilities directly improves the reliability and resilience of voice service. Fiber is less susceptible to noise like crosstalk, sometimes present on copper lines, and power influence, which causes hums and static on copper lines in the vicinity of commercial power. By moving copper-based services, including voice, to fiber, CenturyLink is upgrading from cables that may be decades old. Our experience indicates that replacing a copper facility with a new fiber facility improves service and reduces the volume of necessary maintenance.<sup>6</sup>

The numbers alone tell a compelling story – *CenturyLink’s investments in its Minnesota network total approximately [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] over the past three years alone,<sup>7</sup> despite the loss of approximately 10 percent of its access lines each year over that same period.* Those investments include:

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<sup>5</sup> OAG Comments at 29-34.

<sup>6</sup> See Exhibit 1, Affidavit of Brian Fanciulli (Fanciulli Affidavit), ¶ 5.

<sup>7</sup> See Exhibit 2, Affidavit of Kenneth W. Buchan (Buchan Affidavit), and Exhibit 3, Affidavit of Adam Anderson (Anderson Affidavit).

- **Capital Investments**

CenturyLink continues to make large capital investments in Minnesota to enable transmission of wide bandwidth data, i.e., broadband, that support *all* of the services CenturyLink provides its Minnesota customers, including voice service. CenturyLink tracks these investments in the category of “GPON,” fiber to the home, which has exceeded [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] million over the last three years and is projected to grow.

CenturyLink has also undergone one of the largest projects in the country related to the FCC’s Connect America Plan. This project replaces old copper plant with new facilities, primarily fiber, in rural areas of the State. CenturyLink’s total investment in these new Minnesota facilities exceeded [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] million over the last three years.

- **Maintenance Expense**

CenturyLink has spent [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] per year over the last three years on maintenance projects, the majority of which relates to emergency restoration of the network from outages or other major impacts.<sup>8</sup> CenturyLink’s full maintenance expenses, beyond these specific projects is over [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] this figure.

- **Transformation Projects**

CenturyLink has a program in place that allows it to use funding to proactively identify issues with our plant that may drive chronic issues over time—those that may be small individual occurrences, but frequent over time and that relate to a specific element of plant that needs remediation. This funding provides an avenue to fix beyond what we do with our day to day maintenance. The following are the present focus of transformation funding:

1. Single Pedestal Rehabilitation projects – Technicians identify single pedestals/aerial terminals along routes that need to be addressed. This may include worn or missing covers or temporarily covered facilities that may or may not need wiring work completed. Technicians are encouraged and expected to report these issues to their supervisors who in turn will submit this work to our vendor to be addressed.
2. Transformational Rehabilitation projects – These are plant issues that could include rehabilitating multiple pedestals or aerial enclosures on a cable or could be replacing small sections of cable that drive the reduction of future customers trouble reports. CenturyLink has two ways of identifying these projects.

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<sup>8</sup> Buchan Affidavit, ¶ 3.

- a. Technicians are able to report to their supervisors a cable or span that they are seeing multiple troubles on or that they are continually needing to address.
- b. CenturyLink has a trouble report which field leaders review that identifies cables that have the most dispatches for trouble. This trouble report breaks down all cables that have had at least one dispatch in the previous 12 months by 100 pair compliment. The report also shows a breakdown of how many dispatches have occurred as well as how many were closed to outside plant conditions. This report and funding give our supervisors the ability to submit these jobs to a contractor to verify the source of trouble and estimate the cost for replacement if we do not have enough internal resources to do so, and to then submit the case for financial approval.

These investments occur in addition to CenturyLink's regular investments that are required to replace and upgrade the network. All of these investments, together, carry significant benefits for Minnesota voice customers, as demonstrated by the scarcity of trouble tickets in Minnesota.

#### **IV. CENTURYLINK'S INVESTMENTS HAVE RESULTED IN SOUND NETWORK PERFORMANCE.**

While DOC and OAG attempt to blame insufficient investment for alleged rule violations, the numbers flatly contradict their assertions – both with respect to investments in the network and with respect to the performance of that network in serving Minnesotans.

##### **A. CenturyLink's Trouble Report Rate Data Shows Sound Network Performance.**

The OAG incorrectly suggests that CenturyLink is in violation of trouble report rate rules. Information provided to the OAG demonstrates the baseless nature of any such suggestion.

Regarding trouble reports, the relevant rule provides: "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 (sic) on a continuing basis indicates a need for investigative or corrective action.”<sup>9</sup>

CenturyLink meets this objective. Information provided to OAG demonstrates that, in total, CenturyLink had a [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] percent trouble report rate in 2020 which was a slight improvement over its results in 2017, 2018 and 2019. Rather than acknowledge this strong performance of the network as shown in the information OAG received, OAG cherry picks four exchanges to highlight and then focuses on one or two months in each exchange in order to take CenturyLink to task, identifying the following wire centers and months:

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In this zeal to find these “violations,” OAG ignores a number of things. First, the rule does not set a mandatory standard of either 6.5 or 8.0 percent trouble rates. The rule clearly and unequivocally states: “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.” It’s an *objective* and it’s an *average*. As an average, it must have multiple inputs, namely twelve monthly inputs—one for each month—per exchange. While CenturyLink strives to meet this

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<sup>9</sup> Minn. R. 7810.5900 (emphasis added).

objective in every exchange and every month, the rule requires no such granular conformity to its stated objective.

Moreover, CenturyLink's network shows consistently sound performance. In fact, for calendar year 2020 CenturyLink met the objective of an average of no more than a 6.5 percent trouble rate *in every exchange*. Even if averaging, as called for by the rule, is ignored, the network performed extremely well across Minnesota. Over the year, the trouble rate data the OAG reviewed reflected 1,872 measurements.<sup>10</sup> By focusing on the only six one-month measurements that did not meet the objective, the OAG ignores the 1,866 other one-month measurements, showing one-month trouble rates of less than 6.5 percent. In other words, OAG ignored the fact that CenturyLink exceeded the *annual* objective on 99.7 percent of the *monthly* measurements. And even where CenturyLink missed the objective in an exchange for one month, the number of impacted lines was extraordinarily low because the exchanges in question had very few lines. In Lake Park, for example, the statistics reflect two trouble reports out of 20 (January) and 19 (June) lines.<sup>11</sup>

The Company's objective is to "maintain service that the average rate of all customer trouble reports in an exchange is no greater than 6.5 per 100 telephones [access lines] per month." CenturyLink's TRR performance results consistently demonstrate this objective is not only being met but exceeds the metric target by a large margin on a monthly basis year over year. Further, the statewide performance result is generally below 1.0 month by month.<sup>12</sup> This out-of-service

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<sup>10</sup> 156 exchanges multiplied by 12 months.

<sup>11</sup> The other exchanges also involved small numbers: **[NOT PUBLIC DATA BEGINS**

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<sup>12</sup> See Exhibit 4, Affidavit of Victoria Hunnicutt (Hunnicutt Affidavit), ¶10.

trouble report data provided to OAG compellingly demonstrates that CenturyLink has properly invested in and maintained its network, to the benefit of all customers—voice and data.

**B. The Mere Existence Of Trouble Reports Does Not Indicate Malfeasance.**

The OAG also tries to create an illusion of non-compliance by expressing concern that “worn or deteriorating plant” would be the cause of customer trouble reports. The OAG alleges that such plant “is a chronic issue” that is given as a reason for repair in a “shocking” **[NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS]** of Minnesota trouble reports.<sup>13</sup> That statistic is neither shocking nor indicative of an issue with CenturyLink’s plant maintenance. **[NOT PUBLIC DATA BEGINS**

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Similarly, OAG also raises concerns because CenturyLink’s outage reports commonly identify **[NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS]** as the cause of the outage.<sup>16</sup> **[NOT PUBLIC DATA BEGINS**

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<sup>13</sup> OAG Comments at 17.

**C. Pictures Provide No Probative Evidence.**

The OAG and CWA also rely on pictures of plant locations (primarily pedestals), taken as early as October of 2019, through a year ago July.<sup>19</sup> But pictures are sometimes *not* worth a thousand words. Neither the OAG nor CWA provided any analysis or discussion as to whether the facilities pictured actually impacted service. Rather, they simply allege that CenturyLink should identify each location pictured and repair the pictured facilities more quickly.

CenturyLink has [NOT PUBLIC DATA BEGINS  
NOT PUBLIC DATA ENDS] or similar facilities in Minnesota.<sup>20</sup> Those facilities are exposed to weather, snowplows, car accidents, deliberate sabotage and a variety of other factors that can impact their appearance. [NOT PUBLIC DATA BEGINS

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ENDS]

Pictures without words provide *no* information on whether service is affected. In fact, pictures can be taken of facilities that look to be “in disrepair,” when in fact little or no repair needs to be made. If the pictures submitted truly showed facilities that created a concern about public health and safety or customer service, one would have expected the CWA to raise the issue with

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<sup>19</sup> See OAG Comments at Exhibit B, p. 4.

<sup>20</sup> Fanciulli Affidavit, ¶12.

CenturyLink or the State immediately, rather than waiting months to attach them to a letter filed with the Commission. Indeed, CenturyLink relies on and encourages technicians to report facilities in need of repair to their supervisors who in turn will submit this work to our vendor to be addressed. Again, the best objective indicator of network performance is the trouble report rate and that rate shows a high-performing network.

**V. CENTURYLINK MAINTAINS A WORKFORCE IN LINE WITH WORKLOAD.**

DOC and OAG, like CWA, suggest that CenturyLink has failed to maintain an adequate workforce. Again, a thorough and thoughtful analysis of the numbers, and the circumstances faced by CenturyLink, cannot support such a claim. CWA complains that it has only about 50 percent of the members today at CenturyLink in Minnesota, compared to 2016, and blames this reduced headcount for alleged poor performance in the State. However, CWA's comparison involves more positions than simply field technicians, fails to discuss the reason CenturyLink increased the operating force in 2016, CWA's chosen starting time for the comparison, and ignores the industry-wide trends that have resulted in reductions in the number of field technicians.

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**DATA ENDS]** Fierce competition in the video market and rapidly growing customer preference for streaming services like NetFlix and Hulu have dampened the anticipated demand for a traditional cable service like Prism and the Company stopped offering the service in 2021.<sup>25</sup> Without supporting revenues, those added technician positions could not be sustained.<sup>26</sup>

The reduction in field technicians is further justified by considering workload reductions.

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**VI. THE LETTERS FILED BY CWA AND COMMENTS FILED BY DOC AND OAG FAIL TO DEMONSTRATE VIOLATIONS OF MINNESOTA RULES.**

As discussed above, and further discussed here, at various times the DOC and OAG comments misstate the facts, misconstrue requirements of Minnesota law or provide select anecdotal evidence that cannot be verified. As such, the comments fail to merit further process in the current docket.

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<sup>24</sup> *Id.*, ¶ 9.

<sup>25</sup> *Id.*, ¶ 8.

<sup>26</sup> *Id.*, ¶ 8.

<sup>27</sup> *Id.*, ¶ 9.

<sup>28</sup> *Id.*, ¶ 10.

**A. CenturyLink Complies With Minnesota Rules Associated With Maintaining And Operating Its Network.**

The letters and comments broadly allege a series of violations of Commission rules associated with maintaining and operating its network in Minnesota. For example, the OAG alleges possible violations of:

7810.3300	(Maintenance of plant and equipment)
7810.4900	(Adequacy of service)
7810.5000	(Review of operations)
7810.5500	(Transmission requirements)
7810.5900	(Trouble report rate)
7810.6000	(Protective measures)

The record fails to support moving forward on any of these items. As discussed above, the objective evidence in this record demonstrates that CenturyLink is investing substantial funds in its Minnesota network and is appropriately maintaining and operating that network.

**B. Minnesota Rules Do Not Establish An Out-Of-Service Standard And CenturyLink Has Established An Appropriate Objective For Service Restoration.**

The Department and OAG allege violations of Minn. R. 7810.5800 which states in relevant part:

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.

This rule simply does not mandate a performance requirement of clearing 95 percent out-of-service troubles within 24 hours. Rather, it sets an “objective” – an aspiration goal much like the State broadband goals, codified in Minn. Stat. § 237.012. CenturyLink works to restore service as quickly as practicable, just as the State works to meet the universal access and high-speed objectives set out in statute. CenturyLink has encountered challenges in meeting the rule objective, just as the State has faced challenges in meeting the universal access and high-speed broadband

goals set out in statute. But not meeting an objective does not equate to a violation of rule or statute.

DOC relies in large part on the “survey” referenced earlier in these Reply Comments in order to complain about CenturyLink’s performance. CenturyLink strongly objects to *any* consideration of responses to this “survey” at this time. All that is currently known about the “survey” is that it included a set of questions sent out by AARP (and possibly other organizations). The DOC provides zero detail regarding the “survey” methodology. It provides no information as to who drafted the questions, how survey participants were identified, how many people were contacted but declined to participate, if or how the participants were confirmed to be CenturyLink customers, how a third party became enlisted to distribute the questions and to apparently generate and share customer-specific information with a State agency, or anything else related to how this survey was conducted. Moreover, the “survey” respondents have not been identified to CenturyLink, preventing the Company from investigating the issues raised by respondents. Until DOC or AARP address these fundamental issues, the “survey” responses *must* be excluded from the Commission’s review of the record or CenturyLink will be severely prejudiced, as it has no meaningful ability to respond to the DOC’s or survey respondents’ claims.

The DOC also speculates that CenturyLink may have changed its tracking methodology and complains that CenturyLink’s current tracking of its out-of-service performance may overstate its performance against the State objective. Neither the speculation nor the complaint has merit. Again, Minn. R. 7810.5800 requires: “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.”



Unlike wholesale service quality performance standards or service quality plans included in alternative form of regulation (“AFOR”) plans, this rule does not set a “standard” and it provides no little guidance on how to track and measure performance in a way that reflects facts on the ground. Given that the rule sets an “objective,” and given the wide variety of situations faced day-to-day with service restorations, that lack of detail is understandable and appropriate. For example, often a customer is not available to allow a technician in the home within 24 hours of reporting the trouble. How does a telephone utility record performance in such a situation? This is but one example of many situations that come up in connection with measuring service quality. CenturyLink records performance as timely if it repairs service on the date the customer is available.

Finally, its comments, the Department questions CenturyLink’s reporting and states that “the way CenturyLink reports its data may underestimate how long customers wait for repairs.”<sup>29</sup> The Department again conflates two, separate and distinct issues. The out-of-service (“OOS”) metric quantifies the number of service outage tickets restored in the stipulated 24-hour window as compared to the total number of service outage tickets.<sup>30</sup> The numerator is calculated down to the hour and minute based upon the difference between start date/time (when the ticket is opened) and the end date/time (when service is restored and the ticket is closed). If the difference between these two times is less than or equal to 24 hours, the numerator is incremented; if the difference is greater than 24 hours, the ticket is deemed a “miss” and no change to the numerator is made. The OOS calculation has no inputs associated with Company commitments. If CenturyLink does not have a repair appointment available within 24 hours and

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<sup>29</sup> Department of Commerce July 1, 2021 Comments (DOC Comments) Comments, 17.

<sup>30</sup> Hunnicutt Affidavit, ¶ 5.

the outage is not cleared within 24 hours, the ticket is considered a miss with respect to the OOS metric calculation.<sup>31</sup>

DOC also inaccurately claims: “Customers, unaware of the PUC Rules and regulations, are encouraged to accept the earliest ‘possible’ appointment for repair at dates well beyond 24 hours from the call reporting the outage. The Company’s records do not reflect this.”<sup>32</sup> In fact, the earliest date available for repair is not used to calculate the time to repair customer OOS troubles. The date and time the ticket was opened is when the 24-hour clock starts. Therefore, if a customer calls in to report a service outage and the earliest appointment is greater than 24 hours, CenturyLink records the ticket a miss for the OOS metric.<sup>33</sup> CenturyLink has made no material changes to its method for tracking performance over the last 20 years and CenturyLink has filed performance results in this manner with the Commission.

CenturyLink has made no changes to its method for tracking performance over the last 20 years and CenturyLink has filed performance data in this manner with the Commission, DOC and OAG throughout that time, without an issue raised. If the Commission now wants new or different tracking of performance by Minnesota’s telephone utilities, it should engage in a rulemaking to set forth the new requirements.

**C. CenturyLink Complies With Minnesota Requirements Associated With Keeping Records And Responding To Complaints.**

DOC and OAG argue that CenturyLink violates its obligations related to customer complaints.<sup>34</sup> Those obligations are set forth in Minn. R. 7810.1100 and 1200 (together, the “Complaint Rules”). Part 1100 governs the process for receiving and investigating complaints:

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<sup>31</sup> *Id.*

<sup>32</sup> DOC Comments, 17.

<sup>33</sup> Hunnicutt Affidavit, ¶ 5

<sup>34</sup> DOC Comments at 7-11; OAG Comments at 34-37.

Subpart 1. Personnel available to hear inquiries and complaints. The utility shall establish such procedures whereby qualified personnel shall be available during regular business hours to receive and, if possible, resolve all customer inquiries, requests, and complaints.

Subp. 2. Investigation of complaints. If any complaint cannot be promptly resolved, the utility shall contact the customer within five business days and at least once every 14 calendar days thereafter, and advise the customer regarding the status of its investigation until: the complaint is mutually resolved; or the utility advises the customer of the results of its investigation and final disposition of the matter; or the customer files a written complaint with the Public Utilities Commission or the courts.

Subp. 3. Notification to Public Utilities Commission of complaint. When the Public Utilities Commission forwards a customer complaint to the utility, the utility shall notify the commission within five business days regarding the status or disposition of the complaint.

Part 7810.1200 governs record keeping requirements for complaints:

Each utility shall keep a record of all complaints received by it from its customers which shall be classified as directed by the Public Utilities Commission. The record shall show the name and address of the customer, the date and nature of the complaint, and its disposition and date thereof. The utility shall keep records of the customer complaints in such a manner as will enable it to review and analyze its procedures and actions.

In creating an argument for rule violations, DOC and OAG broaden the definition of a “complaint” far beyond what can be supported by Commission rules or past practice, and then attempt to superimpose “complaint” procedures on ordinary processes to repair customer service. CenturyLink has been transparent with the DOC, OAG and the Commission regarding how it classifies and keeps records of complaints and our practices meet Minnesota rule requirements.

1. DOC And OAG Inappropriately Conflate The Term “Complaint” In Commission Rules With The Term “Customer Trouble Report” And Argue For An Overly Broad and Vague Definition of “Complaint.”

The Complaint Rules impose significant obligations on the provider when handing a customer “complaint,” a term undefined in Chapter 7810. Those obligations include:

- Having qualified personnel available during business hours;

- Contacting the complaining customer within five days and updating the customer every 14 days until issue is resolved or the customer files a written complaint with the Commission or courts; and
- Maintaining customer complaint records in a manner that allow the company to review and analyze its procedures and actions.

Since Minnesota rules do not define what constitutes a “complaint” versus, for example, an inquiry or a service request, providers must interpret the term before implementing the associated requirements. CenturyLink has made a good faith effort to reasonably define a “complaint” and to implement the other Complaint Rules’ requirements. It has done so, in part, by creating a Customer Advocacy Group that handles matters referred to the Company by State agencies or government officials and handles matters that are escalated by front line customer service representatives. CenturyLink considers a matter a customer “complaint,” for purposes of the Complaint Rules, when it gets to the Customer Advocacy Group through these means.<sup>35</sup>

The Department and the OAG argue that CenturyLink interprets the term “complaint” too narrowly. However, OAG offers no guidance that would distinguish a “complaint” from a routine repair request and DOC suggests that a “complaint” occurs whenever a customer expresses “dissatisfaction or frustration,” regardless of who receives the communication or what prompted that “dissatisfaction or frustration.”<sup>36</sup> Such a vague definition would be impossible to implement with any consistency, as different people may reasonably view the same conversation differently. Furthermore, under Commission rules, a repair ticket (which may indicate an expression of dissatisfaction, is not a “complaint,” subject to the Complaint Rules but rather is defined as a “customer trouble report,” subject to its own rule requirements. As defined in Minn. R. 7810.0100, subp. 13:

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<sup>35</sup> See Exhibit 5, Affidavit of Scott Belka (Belka Affidavit), ¶ 9.

<sup>36</sup> See DOC Comments at 7.

“Customer trouble report” means any oral or written report from a subscriber or user of telecommunications service relating to a physical defect or to difficulty or dissatisfaction with the operation of telecommunications facilities. One report shall be counted for each oral or written report received even though it may duplicate a previous report or merely involve an inquiry concerning progress on a previous report. Also, a separate report shall be counted for each telephone or PBX switchboard position reported in trouble when several items are reported by one customer at the same time, unless the group of troubles so reported is clearly related to a common cause.<sup>37</sup>

Minn. R. 7810.5900 then specifically addresses “customer trouble reports,” a term that appears nowhere else in Chapter 7810. Clearly “customer trouble reports” and “complaints” address to different sets of information and have two different sets of guidance or requirements under the rules.

CenturyLink and the DOC have debated the meaning of the term “complaint” before.<sup>38</sup> In a prior docket, DOC argued, much as it does here, that any “expression of dissatisfaction” by a customer constitutes a “complaint,” and that CenturyLink’s definition of “complaint” was too narrow. CenturyLink explained its interpretation of “complaint” as used in the Complaint Rules and argued that the DOC definition was too broad and vague and would be both problematic and burdensome.<sup>39</sup> The Commission did not explicitly resolve the dispute but issued an order requiring CenturyLink to file monthly reports identifying all TAP inquiries, requests and “complaints.”<sup>40</sup> CenturyLink made those filings using the definition of complaint it had proposed to the Commission.

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<sup>37</sup> Minn. R. 7810.0100.

<sup>38</sup> *In the Matter of a Comm’n Inquiry into CenturyLink’s Compliance with TAP Statutes and Rules*, Docket No. P-421/CI-17-796.

<sup>39</sup> *Id.*, see Qwest Corporation dba CenturyLink QC’s Supplemental Comments (Jun. 19, 2018) at <https://www.edockets.state.mn.us/EFiling/edockets/searchDocuments.do?method=showPoup&documentId={C05F1D64-0000-CA19-80EC-F815EB366491}&documentTitle=20186-144004-01>

<sup>40</sup> *Id.*, MPUC Order Requiring Reports, Filings, and Issuance of Credits (Sept. 12, 2018), 4.

If the Commission now wishes to establish a specific definition of “complaint,” for purposes of judging performance under the Complaint Rules, it should do so prospectively through rulemaking or other action so that the new definition applies to *all* providers of voice service, not through an after the fact review in this proceeding. Any definition should clearly set forth what is necessary for a customer to lodge a “complaint,” and should recognize the separate definition of “customer trouble reports.”

2. CenturyLink Maintains Appropriate Records Of Complaints, Consistent With Its Long-Standing Practice.

A particularly confusing portion of the DOC and OAG comments is their claim that CenturyLink does not adequately maintain records of complaints.<sup>41</sup>

Minn. R. 7810.1200 requires that CenturyLink keep a record of complaints that:

shall be classified *as directed by the Public Utilities Commission*. The record shall show the *name and address of the customer*, the *date and nature of the complaint*, and its *disposition and date thereof*. The utility shall keep records of the customer complaints in such a manner as will enable it to review and analyze its procedures and actions. (Emphasis added.)

CenturyLink complies with each of these obligations. In discovery, CenturyLink produced 785 pages of customer complaint records. Those records showed every interaction with the customer and State agencies. The complaint records include the name and address of the customer,

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<sup>41</sup> See DOC Comments at 11-12; OAG Comments at 35-37. The DOC comments are ironic in this regard since the DOC admittedly fails to comply with statutory requirements on tracking and record keeping of its customer contacts. Minn. Stat. § 45.022 requires an annual memorandum from the Commissioner of Commerce detailing the number of calls made to DOC each year, specifying certain requirements regarding the data reported, and requiring the memorandum to be published on the DOC website each year no later than March 1. CenturyLink could find no information on these memoranda since the 2016 report, which stated: “While the Department of Commerce tracks many of its contacts with the public, it does not maintain records of certain contacts required in the report. To institute a record keeping system that would comply with all components of this law would require additional resources.” Department of Commerce, Consumer Satisfaction Memorandum 2015-16, available at <https://mn.gov/commerce/policy-data-reports/reports/?id=17-317051> (retrieved Aug. 28, 2021).

the date and nature of the complaint and the disposition of the complaint.<sup>42</sup> Customer repair records showed every interaction with the customer and every step taken to address the customer's issue. The information contained in those records far exceeds the rule requirements for complaint records.

Even if the Commission now decided to interpret the term “complaint” more broadly than past practice, CenturyLink complies with the rules. CenturyLink produced large samples of customer care records, which carry extensive detail about each repair effort and easily meet the requirements for tracking customer trouble reports. The trouble report rule, Minn. R. 7811.5900 states in relevant part:

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.

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.

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<sup>42</sup> Belka Affidavit, ¶ 11.

7. Other disposition: Specific disposition/found codes used to categorize location/disposition of trouble.

Therefore, if the Commission considers “customer trouble reports” to also be “complaints,” CenturyLink’s records meet the rule requirements.

Finally, DOC alleges CenturyLink’s records are inadequate because CenturyLink does not record calls between representatives of the Consumer Advocacy Group and customers.<sup>43</sup> Of course, Minnesota rules impose no such requirement.

3. CenturyLink Responds Within Five Days To Complaints And Updates Customers As Required By Commission Rules.

DOC and OAG also allege that CenturyLink fails to meet the Complaint Rules’ requirement that the company “contact the complaining customer within five business days and at least once every 14 days thereafter” until the issue is resolved or the customer files a written complaint with the Commission or courts. CenturyLink’s practice is to respond within five days and the records of complaints produced in this proceeding show that CenturyLink complies. Based on an internal review of complaint responses in 2020 and 2021, **[NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS]** percent of complaints were responded to within five days.<sup>44</sup>

CenturyLink also provides regular updates to customers after the initial response, as significant events occur. On occasion Commission staff has complained that CenturyLink has not sent an update every 14 days. The 14-day requirement applies until “the customer files a written complaint with the Public Utilities Commission or the courts.” In most cases brought to CenturyLink’s attention, a written complaint *has* been filed with State agencies and the rule does not apply. Nonetheless, CenturyLink reviewed its complaint files. That review demonstrates that most complaints are resolved or communication makes it obvious that there will not be an update

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<sup>43</sup> DOC Comments at 11-12.

<sup>44</sup> Belka Affidavit; ¶ 4.



in status within 14 days. In fact, over [NOT PUBLIC DATA BEGINS NOT PUBLIC DATA ENDS] percent of the complaints CenturyLink received from the Commission concerning regulated services since January 1, 2020 either closed within 14 days or the customer was contacted with an update.<sup>45</sup> Finally, CenturyLink updated its processes in July to ensure that a customer contact is made every 14 days moving forward even in situations where such contact lends no useful information (such as where a customer wishes to have a cable buried but the ground is frozen).<sup>46</sup> While this practice may be seen more as an annoyance by customers than a helpful update, if the Commission directs CenturyLink to send an update every 14 days in such circumstances, CenturyLink will continue it.

**D. CenturyLink Works To Promptly Respond To Customers.**

DOC and OAG both complain that CenturyLink is not meeting the “answering time” requirement of Minn. R. 7810.5200 which states, in part, that:

ninety percent of repair service calls, calls to the business office, and other calls shall be answered within 20 seconds. An “answer” shall mean that the operator (sic) or representative is ready to render assistance.

As evident from the reference to an “operator,” this metric is a vestige of the past, dating back several decades. Moreover, this metric is unique to “telephone utilities.” CenturyLink is not aware of any other business or organization that has such an exacting standard. For example – and fortunately for them – Minnesota state agencies do not have to meet this metric, as it appears they do not come close. For example:

- The Minnesota Department of Vehicle Services (“DVS”) maintains a dashboard that tracks average call times. For the week of August 9-13, 2021, DVS reported and “average time to answer calls across all public lines of *24 minutes and 30 seconds*.”<sup>47</sup>

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<sup>45</sup> *Id.*, ¶ 4.

<sup>46</sup> *Id.*, ¶ 6.

<sup>47</sup> <https://dps.mn.gov/divisions/dvs/Pages/dashboard.aspx> (retrieved Aug. 28, 2021).

- For the past several months, the Department of Employment and Economic Development, the state agency responsible for unemployment benefits, has offered the following guidance on its website to those seeking assistance with unemployment benefits:

We recommend that callers do the following to get through to a customer service representative more easily:

Call on the correct day according to the topics below. We recommend calling *before 2:00 p.m., as there is a chance we will not get to your call if you are still in the queue after that point.*<sup>48</sup>

- MNSURE appears to measure and track its answer times in *minutes* rather than seconds.<sup>49</sup>

Additionally, the Commission has previously approved service quality plans with a significantly relaxed answering time “standard.” For example, the Commission approved the following for CenturyLink:

Calls to the Service Center will be on hold no more than 60 seconds on the average after the last menu option is selected before being answered by a live service representative. The service representative will accept the information needed to begin processing the call and direct the caller to the appropriate specialized personnel, as appropriate. Compliance shall be determined by a 12-month annual statewide average of the performance for the measure for combined customer, business and repair calls.<sup>50</sup>

Finally, it is important to note that CenturyLink has two organizations that answer customer calls – customer repair, which handles repair tickets, and customer care which handles all other customer contacts – including customers who take only unregulated services.

All of that said, CenturyLink acknowledges that like most organizations, its performance on call answer time declined as the pandemic took hold. Prior to the pandemic, CenturyLink’s

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<sup>48</sup> <https://www.uimn.org/applicants/contact-us/index.jsp> (retrieved Aug. 28, 2021). (Emphasis added.)

<sup>49</sup> [https://www.mnsure.org/assets/MNsure-Annual-Report-2020\\_tcm34-463422.pdf](https://www.mnsure.org/assets/MNsure-Annual-Report-2020_tcm34-463422.pdf), p. 11 (retrieved Aug. 28, 2021)

<sup>50</sup> *In the Matter of the Petition of Qwest Corporation for Approval of its Second Revised Alternative Form of Retail Regulation Plan*, Docket No. P-421/AR-09-790, AFOR Appendix B, p. 7.

call hold times performance was strong.<sup>51</sup> Due to the mandated quarantines coupled with limited in-home internet access for the Company representatives, the Company experienced a substantial decrease in call center representatives. The Company worked to provide computers and adequate access to the internet. By July 2020, the Repair call center performance showed significant improvement.<sup>52</sup> In addition, CenturyLink is experiencing challenges attracting talent, much like every other industry. Efforts to solve this challenge are ongoing but have no quick or easy solution.

Other challenges have to be faced as well. In the repair organization, **[NOT PUBLIC DATA BEGINS**

**NOT PUBLIC DATA ENDS]** This presented immediate challenges such as some employees not having Internet access and not all employees having a laptop computer to take home.

In the meantime, CenturyLink is addressing the issue of responsiveness to its customers by utilizing technology and offering alternative forms of communication such as click-to-chat that many customers now expect and prefer. Callers from mobile phones are given the option to switch to a “chat.” The click-to-chat answer time is faster than phone contact wait times as a single representative has the ability to address three “chats” to one phone call. CenturyLink also prioritizes calls associated with regulated service and is upgrading its systems to improve response time. The Company has also worked to get employees the resources they need to perform their jobs from home. Over the past 18 months repair performances have improved. These efforts will continue but neither CenturyLink nor any other business of governmental body has an immediate

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<sup>51</sup> *Id.*

<sup>52</sup> *Id.*

switch to flip. It will take time to improve performance, but CenturyLink commits to doing so and to providing updates to the Commission, DOC and OAG demonstrating its progress in this regard.

**VII. EITHER THE CURRENT DOCKET SHOULD BE CLOSED WITHOUT FURTHER ACTION OR THE COMMISSION SHOULD REQUIRE A FORMAL PROCESS, INCLUDING REFERRAL TO THE OFFICE OF ADMINISTRATIVE HEARINGS, SO THAT CENTURYLINK IS AFFORDED DUE PROCESS.**

This docket began with a two page letter from CWA, inviting the Commission to insert itself into a labor dispute and going to the extreme of urging the Commission to seek injunctive relief, preventing CenturyLink from taking actions governed by its collective bargaining agreement with CWA. Neither that letter, nor a subsequent letter from CWA provide a reasonable basis for Commission action.

Subsequent to the CWA letters, DOC and OAG filed comments alleging an array of Minnesota rule violations. However, those comments lack sufficient specificity and often misstate the facts or the law. As CenturyLink has discussed here, these comments simply do not merit further process and further regulatory resources being devoted to them. Indeed, attempting to act on the jumble of arguments and numbers provided to date would lead to an equally messy and confusing proceeding that will not provide CenturyLink the process, nor the Commission the record, that serious allegations such as these deserve.

To the extent the Commission has concerns with CenturyLink's compliance with Minnesota rules, it should direct DOC or OAG to file a proper, formal complaint with sufficient specificity for CenturyLink to respond. Alternatively, the Commission should refer this matter to the Office of Administrative Hearings to develop a complete record regarding whether or not CenturyLink has violated any Commission rules, and the extent and impact of any such violation. Minnesota Rules provide:

If a proceeding involves *contested material facts* and there is a right to a hearing under statute or rule, or if the commission finds that all significant issues have not been resolved to its satisfaction, the commission *shall* refer the matter to the Office of Administrative Hearings for contested case proceedings, unless:

- A. all parties waive their rights to contested case proceedings and instead request informal or expedited proceedings, and the commission finds that informal or expedited proceedings would be in the public interest; or
- B. a different procedural treatment is required by statute.<sup>53</sup>

As these Reply Comments demonstrate, CenturyLink strongly contests the “material facts” on which DOC and OAG base their claims. Moreover, both Minnesota Statutes and Minnesota Rules provide CenturyLink the right to a hearing.<sup>54</sup> Given the serious nature of the allegations, CenturyLink requires a contested case hearing so that it can engage in discovery, present formal evidence and cross-examine adverse witnesses, as necessary. CenturyLink has confidence that any such proceeding will demonstrate no need for Commission action against the Company.

### **CONCLUSION**

Labor disputes and alleged rule violations are serious matters that require serious and appropriate processes to resolve. A collective bargaining agreement governs the relationship between CenturyLink and CWA on a host of issues, including workforce reductions. The Commission cannot and should not insert itself in these issues. Regarding the allegations of rule violations, CenturyLink has demonstrated the ill-founded nature of these claims and vigorously disputes their alleged factual underpinnings. In a highly competitive marketplace, CenturyLink has every incentive to provide quality service to its customers. The facts demonstrate that it does so and allegations to the contrary do not deserve further process and further consumption of scarce agency resources. If, however, the Commission remains concerned by the DOC and OAG claims,

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<sup>53</sup> Minn. R. 7829.1000.

<sup>54</sup> Minn. Stat. §237.74, subd. 4; Minn. R. 7811.2210, subp. 11.

it must order further formal process, so that it has a full, complete and accurate record before assessing CenturyLink's compliance with Minnesota rules.

Dated this 30th day of August, 2021.

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