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January 4, 2019

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place E, Ste. 350
St. Paul, MN 55101

Re: *In re Commission Inquiry into the Service Quality, Customer Service, and Billing Practices of Frontier Communications, P407, 405/CI-18-122*

Dear Mr. Wolf:

Attached is the Department of Commerce's report following its investigation of Frontier Communications' service quality, customer service, and billing practices, as requested in the Commission's April 26, 2018 Order Initiating Investigation and Referring Matter for Public Hearings. The report contains the Department's findings as of this time and recommendations, as the Commission requested.

Sincerely,

/s/ Linda S. Jensen

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Enclosures
cc: Service list

**BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION
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Chair
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Commissioner
Commissioner

In the Matter of a Commission Inquiry into the
Service Quality, Customer Service, and Billing
Practices of Frontier Communications

Docket No. P-407, 405/CI-18-122

REPORT OF THE MINNESOTA DEPARTMENT OF COMMERCE

Dated: January 4, 2019

Respectfully Submitted.

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Comments of the Minnesota Department of Commerce
On its Investigation into Frontier Communications Service Quality, Customer Service, and
Billing Practices, MPUC Docket No. P407, 405/C-18-122

I. EXECUTIVE SUMMARY

At the request¹ of the Minnesota Public Utilities Commission (Commission), the Minnesota Department of Commerce (Department) investigated complaints and concerns shared by Minnesota consumers who rely on Frontier Communications of Minnesota, Inc. and Citizens Telecommunications of MN, LLC (collectively referred to as “Frontier”).² Frontier customers filed complaints with the Commission, provided statements at seven public hearings on the Commission’s Speak Up comment forum, and sought assistance from other regulatory agencies, including the Department, the Federal Communications Commission (FCC), and the Minnesota Attorney General.

Over a thousand consumer complaints and statements were submitted in this investigation. Of those complaints, there were approximately:

- 650 reports that concern Frontier’s phone service, either as part of a bundle or as a standalone service.
 - o 250 reports that concern only phone service.
 - o 400 reports that concern both telephone and internet access services.
- 325 reports that concern only internet access.
- 150 reports where the service type was not readily apparent.

As with almost all complaints to regulatory agencies, the number of customers who took the time to attend a public hearing, write a public comment, or to report their concerns to a government agency by filing a complaint is likely to be a fraction of the customers with similar experiences.

The written reports by Frontier’s Minnesota customers, including many with careful documentation, are extremely helpful for illuminating the Frontier customer experience. All of this documentation is an invaluable tool to assist the Commission in understanding the problems, so that proper remedies can be implemented. The oral public hearing testimony also provided a compelling sampling³ of Frontier customers’ experiences. Further, customers across

¹ PUC Docket No.: P407,405/CI-18-122, Notice Requesting Comments on Frontier Communications’ Service Quality, Customer Service, and Billing Practices, issued Feb. 12, 2018.

² Frontier Communications of Minnesota, Inc. and Citizens Telecommunications of MN, LLC are affiliated operating entities, each have a certificate of authority to operate in Minnesota, doing business as “Frontier.” In these comments, the Department will use “Frontier” when referring to both entities, and will use “Frontier Communications” and “Citizens” when referring to the individual operating entity.

³ As the Commission was clear in its order, the seven hearings were not intended to comprehensively examine all Minnesotans concerns regarding Frontier, but to provide a reasonable sampling or cross-section from Frontier’s various service areas.

almost all areas of the State have filed comments and complaints. Thus, the Commission has some assurance that these reports are a fair indication of the range of problems occurring across all parts of Frontier's service area.

Minnesota consumers, whether urban or rural, should receive adequate service that complies with all rules and regulations. The Commission has both the responsibility and the authority to ensure Minnesota consumers are served by a company that operates within the law and the Commission's service quality rules. As the Commission carries out its regulatory duties with respect to telecommunications service, the Commission also must consider how to encourage the efficient deployment of broadband service offerings. Internet service does not have the detailed consumer protections that are available with telecommunications services, as provided for in the Commission's rules. But, as these comments illustrate, the Commission does have some legal responsibilities and oversight pertaining to the provision of broadband internet service. The telecommunications goals and broadband goals in Minnesota Statutes, Chapter 237, make it clear that the Commission has some responsibility for what is transpiring in the State with both telecommunications and broadband internet services.

From the Department's review of the approximately one thousand customer complaints, it appears that Frontier has been violating at least 35 separate laws and rules that the Commission has clear authority to enforce through this regulatory proceeding. In addition, the Minnesota legislature has provided a clear set of remedies to curb misconduct of rogue companies, ones who routinely, knowingly disregard the law and jeopardize the lives and well-being of Minnesotans, including hefty civil penalties and criminal prosecutions. (Minnesota Statutes sections 237.081 and 237.46).

The findings of this investigation detail an extraordinary situation, where customers have suffered with outages of months, or more, when the law requires telephone utilities to make all reasonable efforts to prevent interruptions of service. When interruptions occur, telephone utilities are to restore service "with the shortest possible delay."⁴ Frontier customers with these outages include those with family members with urgent medical needs, such as pacemakers monitored by their medical teams via the customer's landline. The alternatives and corrective measures available to the Commission all merit consideration. Where the Commission believes it lacks authority to correct problems that clearly exist, it may take steps to guide a problematic issue toward a resolution.

The degradation of Frontier's operations in Minnesota, while it was operating under an Alternative Form of Regulation (AFOR) plan, cannot quickly, or easily, be resolved. Not only are there large numbers of serious violations, they are interrelated. For example, the Commission's rules require regulated utilities to maintain accurate records, but Frontier customers repeatedly reported that their "trouble" reports had become, mysteriously, "lost." These Comments discuss Frontier's recordkeeping, which appears to have become so deficient that, for some critically important data, such as data on duration of outages, the Company's records cannot be

⁴ Minn. R. 7810.5800.

relied upon by Frontier's executives or the Commission to know if the company is meeting its performance obligations or not. As discussed in these Comments, it will take significant, multi-step actions by the Commission to set Frontier on a path to reach an acceptable level of performance, and any actions ordered by the Commission will need verifiable methods to ensure compliance. Further, additional problems may be uncovered during the remainder of the current investigation or during the compliance process. The Department recommends in these Comments that the Commission not rely on data from Frontier's records, unless a Frontier executive officer confirms the accuracy of that data.

II. INTRODUCTION

This investigative report is to inform the Commission on the nature and scope of complaints, legal requirements, and potential remedies. To this end, the Department's Comments categorize subscribers' concerns by rule violation, identify applicable legal requirements, provide some examples of customer complaints in each category (for perspective on how Frontier's conduct affects subscribers), and recommend actions the Commission may wish to order. For each of the over 35 laws and rules Frontier has violated or appears to have violated, these Comments offer recommendations that the Commission may order.⁵ The Commission has a number of actions and corrective measures available to it: If the record shows a clear violation of a statute or regulation, the Commission should find that there has been a violation. Alternatively, if it appears that there has been a violation, but some ambiguity exists, the Commission may ask Frontier to show why the Commission should not find that there has been a violation, affording Frontier an opportunity to clarify the record, or the Commission may order an accounting or other information to clarify the ambiguity. If the Commission chooses to pursue penalties as a remedy, the Commission may need more information to determine the number of instances of a violation. In other matters, customer refunds may be warranted. The Company may need to send customers notice for either educational purposes, or to ensure customers know they are to receive a bill credit or refund. For most actions the Commission orders Frontier to undertake, a filing demonstrating compliance will be needed.

These Comments have several attachments. The largest are Attachments 1 and 2. Attachment 1 is the customer's complete statement and documents, if any, for each example discussed in these Comments. These documents are in alphabetical order, based on the last name of the customer, and include only documents that are public. Attachment 2 provides Frontier's responses to the Department information requests (DOC IRs) cited in these Comments, in numeric order.

⁵ Because over 35 statute and rule violations are addressed in these Comments, each with specific recommendations for corrective action, the recommendations are not repeated and summarized at the end of these Comments.

III. BACKGROUND

On February 12, 2018, the Commission issued a Notice requesting comments on Frontier's service quality, customer service, and billing practices. In its Notice, the Commission stated that it had received a large number of subscriber complaints concerning Frontier Communications between January 2017 and January 2018. After it attempted to mediate these complaints, the Commission's Consumer Affairs Office (CAO) indicated that many remained unresolved.

In its April 26, 2018 Order, the Commission requested that the Department file a report within 90 days of the last public hearing conducted in this docket on the Department's findings, with responses of Frontier and other interested parties due 30 days after the Department's report.⁶ The Order directed the Office of Administrative Hearings (OAH) to conduct a series of public hearings at locations across Frontier's service area.

Seven public hearings were held in five Minnesota communities between September 4, 2018 and September 26, 2018.⁷

On November 16, 2018, Administrative Law Judge (ALJ) Jeffery Oxley, who conducted the public hearings, filed a report summarizing the complaints of those consumers attending the public hearings. As Frontier has service territory throughout the state, the hearings were a considerable distance away for many consumers. Nevertheless, many customers did travel significant distances to tell of their personal experiences with Frontier, and to seek help in resolving their complaints.

The ALJ Report provides groupings of complaints, similar to what the Department does in these comments. The ALJ makes it clear that simply sharing the number of customers that have experienced a similar problem fails to convey the overall customer experience. The ALJ supports the Commission reading the evidence provided by consumers to give the Commission a better appreciation of the customer experience and how the lives of the individuals, families, small businesses and entire communities have, and continue to be, negatively affected by Frontier's conduct. The Department agrees that it is beneficial to read all of the complaints submitted to understand the customer experience. Given the large volume of complaints, a significant amount of time is required to do so. While each customer with service issues needs attention, the sampling of complaints examined in these Comments (and included in Attachment A), show the impact that Frontier's violations have on Minnesotans, and identify the systemic problems the Commission should address.

⁶ The Department's report was due on December 25, 2018. On December 19, 2018, the Department provided a letter to the Commission that it anticipated filing its comments no later than January 4, 2019.

⁷ Hearings were held in the evenings in Ely on September 4, 2018, McGregor on September 5, 2018, and Wyoming on September 12, 2018. Hearings were held in both the afternoon and evenings in Slayton on September 25, 2018 and in Lakeville on September 26, 2018.

IV. LEGAL REFERENCES

The following statutes, rules, and regulatory requirements all appear to apply to the complaints raised by consumers. The text of each of these requirements will not be provided in this section, but are provided in greater detail when discussed later in these Comments. Also, to the extent that there are other regulatory requirements that have not been identified here, the requirement has no less effect and does not impact the ability of the requirement to be enforced.

A. Minnesota Statutes

1. Minn. Stat. § 216A.07 Commissioner Powers and Duties
2. Minn. Stat. § 216B. Public Utilities
3. Minn. Stat. § 237.11 Telecommunications Goals
4. Minn. Stat. § 237.012 Broadband Goals
5. Minn. Stat. § 237.06 Rates and Deposits
6. Minn. Stat. § 237.081 Investigation
7. Minn. Stat. § 237.082 Telecommunications Rate and Service Goals
8. Minn. Stat. § 237.09 Discrimination Prohibited
9. Minn. Stat. § 237.11 Inspecting Records and Property; Reports Required
10. Minn. Stat. § 237.121 Prohibited Practices
11. Minn. Stat. § 237.15 Investigation and Hearing; Authority Delegated
12. Minn. Stat. § 237.16 Local Exchange Competition, Rules
13. Minn. Stat. § 237.27 Attorney General to Compel Obedience
14. Minn. Stat. § 237.28 Burden of Proof
15. Minn. Stat. § 237.435 Annual Universal Service Funding Certification
16. Minn. Stat. § 237.46 Gross Misdemeanor violation
17. Minn. Stat. § 237.461 Enforcement
18. Minn. Stat. § 237.56 Adequate Service Enforcement
19. Minn. Stat. § 237.60 Discriminatory Practices; Service Costs
20. Minn. Stat. § 237.66 Disclosure of Local Service Options
21. Minn. Stat. § 237.663 Loading
22. Minn. Stat. § 237.76 Alternative Regulation Plan; Purpose
23. Minn. Stat. § 237.761 Alternative Regulation Plan; Service
24. Minn. Stat. § 237.762 Alternative Regulation Plan Rate, Price
25. Minn. Stat. § 237.765 Quality of Service
26. Minn. Stat. 237.773 Alternative Regulation for Small Telephone Company

B. Minnesota Administrative Rules

1. MR 7810.0400 Retention of Records
2. MR 7810.0600 Report to Commission on Service Disruption
3. MR 7810.1000 Information Available to Customer and Public

4. MR 7810.1100 Complaint Procedures
5. MR 7810.1200 Record of Complaint
6. MR 7810.1400 Customer Billing
7. MR 7810.1600 Deposit
8. MR 7810.2200 Reconnection of Service
9. MR 7810.2300 Notice Requirements
10. MR 7810.2400 Bill Disputes
11. MR 7810.2500 Escrow Process
12. MR 7810.2800 Delay in Initial Service or Upgrade
13. MR 7810.3200 Construction of Telephone Plant
14. MR 7810.3300 Maintenance of Plant and Equipment
15. MR 7810.3900 Emergency Operations
16. MR 7810.4900 Adequacy of Service
17. MR 7810.5000 Utility Obligations
18. MR 7810.5100 Telephone Operators
19. MR 7810.5200 Answering Time
20. MR 7810.5500 Transmission Requirements
21. MR 7810.5800 Interruptions of Service
22. MR 7810.5900 Customer Trouble Reports
23. MR 7810.6000 Protective Measures
24. MR 7810.8600 Notice

C. Alternative Form of Regulation (AFOR) Regulatory Scheme

- a. Frontier:
 - i. Large company AFOR plan expired on March 1, 2018. This AFOR plan provided for customer relief if Frontier failed to meet specified service quality standards.
 - ii. Frontier elected to be subject to a small company AFOR, provided for in Minn. Stat. § 237.773, upon the expiration of its large company AFOR plan.
- b. Citizens:
 - i. Large company AFOR expired on October 31, 2018. Similar to the Frontier operating company, the plan specified service quality standards with customer remedies.
 - ii. Notice filed on November 15, 2018 electing to be subject to a small company AFOR, provided for in Minn. Stat. § 237.773.

D. Carrier of Last Resort

Minn. R. 7810.5000 states:

Each telephone utility shall provide telephone service to the public in its service area in accordance with its rules and tariffs on file with

the commission. Such service shall meet or exceed the standards set forth in this chapter. Each telephone utility has the obligation of continually reviewing its operations to assure the furnishing of adequate service. Each telephone utility shall maintain records of its operations in sufficient detail as is necessary to permit such review and such records shall be made available for inspection by the commission upon request at any time within the period prescribed for retention of such records. Each utility shall make measurements to determine the level of service for each item included in these rules. Each utility shall provide the commission or its staff with the measurements and summaries thereof for any of the items included herein on request of the commission or its staff. Records of these measurements and summaries shall be retained by the utility as specified by the commission.

E. Eligible Telecommunications Carrier (ETC)

Frontier is an ETC as defined in Title 47 of the Code of Federal Regulations, Part 54. As an ETC Frontier is eligible to receive federal funds to support provision of service in high cost areas and participate in other federal programs, including Lifeline. On June 15, 2015, Frontier accepted the model-based support offer of \$27,551,363 from the federal government to serve 46,910 homes and businesses in the Citizens operating territory.⁸ As of December 1, 2018, the minimum service standard was a speed of 18 Mbps downstream/2 Mbps upstream for the Lifeline program.⁹ The minimum service standard for CAF II funding is 10/1 Mbps.¹⁰ In setting the requirements to participate in the Connect America Fund (CAF), the FCC required: “Each Connect America Fund support recipient must offer voice as a standalone service, but may separately bundle its broadband offerings with a voice service.”¹¹

The Commission annually certifies ETCs’ use of federal universal service support.¹² There were allegations raised by consumers that Frontier insufficiently invests in, and maintains its network in, Minnesota. Therefore, the Department’s September 10, 2018 comments in the ETC recertification Docket recommended that the Commission may wish to study Frontier’s use of federal funds in more depth in the 18-122 investigation. The Department also recommended that the Commission approve Frontier’s ETC recertification because, at this time, denying Frontier the federal funds it is scheduled to receive could have negative consequences for Minnesota consumers.

47 U.S.C. § 54.101 (b) states: “an eligible telecommunications carrier must offer voice telephony as set forth in paragraph (a) of this section in order to receive federal universal

⁸ <https://docs.fcc.gov/public/attachments/DA-15-707A1.pdf>

⁹ <https://www.usac.org/li/program-requirements/lifeline-broadband.aspx>

¹⁰ <https://docs.fcc.gov/public/attachments/FCC-14-190A1.pdf>

¹¹ USF/ICC Transformation Order, 26 FCC Rcd at 17693, para. 80.

¹² The 2018 certification was Docket No. P999/PR-18-08.

service support.” Part (a) requires voice grade access to the public switched network or its functional equivalent.

47 U.S.C. § 54.201 states in part:

(d) A common carrier designated as an ETC under this section shall be eligible to receive universal service support in accordance with section 254 of the Act and shall, throughout the service area for which the designation is received:

(1) Offer the services that are supported by federal universal service support mechanisms under subpart B of this part and section 254(c) of the Act, either using its own facilities or a combination of its own facilities and resale of another carrier’s services (including the services offered by another eligible telecommunications carrier); and

(2) Advertise the availability of such services and the charges therefore using media of general distribution.

47 U.S.C. § 54.203 states in part:

If no common carrier will provide the services that are supported by federal universal service support mechanisms under section 254(c) of the Act and subpart B of this part to an unserved community or any portion thereof that requests such service, the Commission, with respect to interstate services, or a state commission, with respect to intrastate services, shall determine which common carrier or carriers are best able to provide such service to the requesting unserved community or portion thereof and shall order such carrier or carriers to provide such service for that unserved community or portion thereof.

Minn. R. 7811.1400 and 7812.1400, subp. 13 state:

The commission may order an LSP [Local Service Provider] to provide the services that are supported by a federal universal service support mechanism to an otherwise unserved area only as provided in section 102(a) of the act and consistent with Minnesota Statutes, secs. 237.081 and 237.16.

Minn. R. 7811.0600, subp. 4, and 7812.0600, subp. 4 state:

An LSP designated an ETC by the commission must provide local service, including, if necessary, facilities-based service, to all requesting customers within the carrier's service area on a nondiscriminatory basis, regardless of a customer's proximity to the carrier's facilities. An LSP may assess special construction charges approved by the commission if existing facilities are not available to serve the customer.

Congress, in 47 USC § 214 (e), requires as a precondition to assessing FCC high cost or Lifeline support subsidies, that providers be designated ETCs by a state commission. Telecommunications carriers are defined by 47 USC § 153 (51) as "any provider of telecommunications services [and a] telecommunications carrier shall be treated as a common carrier . . . only to the extent that it is engaged in telecommunications services."

In its October 31, 2005 *Order Adopting FCC Requirements for Designating Eligible Telecommunications Carriers, As Modified*, Docket P999/M-05-1169, the Commission ordered:

After the date of this Order, petitioners to the Commission to be designated an eligible telecommunications carrier under 47 U.S.C. § 214(e)(2) must

- (1) (A) Commit to provide service throughout its proposed designated service area to all customers making a reasonable request for service. Each applicant shall certify that it (1) provide service on a timely basis to requesting customers within the applicant's service area where the applicant's network already passes the potential customer's premises; and (2) provide service within a reasonable period of time, if the potential customer is with the applicant's licensed service area but outside its existing network coverage, if service can be provided at reasonable cost by (a) modifying or replacing the requesting customer's equipment; (b) deploying a roof-mounted antenna or other equipment; (c) adjusting the nearest cell tower; (d) adjusting network or customer facilities; (e) reselling services from another carrier's facilities to provide service; or (f) employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment . . .

V. ANALYSIS OF FRONTIER'S SERVICE COMPLAINTS

As part of the Department's investigation, it reviewed public comments, public testimony, and complaints to regulatory agencies from Frontier's Minnesota customers. These customers reported a broad range of issues concerning Frontier's service quality, ranging from months long outages to long wait times to speak with customer service representatives. Many customers reported several issues that occurred over long spans of time. Many of the issues reported by consumers show direct violations of Minnesota law and Commission rules, and indicate broad, systemic problems with Frontier's service quality, recordkeeping, and business operations. The below analysis reviews each of the complaint types that the Department tracked through the information shared by consumers.

A. ENGINEERING/SAFETY. Physical plant problems.

Consumer reports, news stories,¹³ and the Department's investigation have revealed deficiencies in Frontier's outside plant resulting from Frontier's failure to keep its plant and equipment in a good state of repair. Consumers reported broken pedestals, unburied lines, and other damaged or deteriorated plant and equipment laying out in the open. Consumers also voiced concerns regarding Frontier's ability to respond adequately to emergencies and outages following storms. The Department's investigation concludes that Frontier's failure to maintain its plant and provide reasonable responses to outages following storms or other acts of God, results in violations of several Commission rules, fails to provide safe and adequate service to many consumers, and presents safety hazards to the public at large.

B. CONSTRUCTION AND MAINTENANCE. Telephone Plant and Equipment is Inadequate and Appears Unsafe.

Consumers reported many instances of staggering deficiencies in Frontier's outside plant and its failure to repair reported damage or other problems with cable, poles, pedestals, and other infrastructure. Consumer comments raise serious concerns about the safety and adequacy of Frontier's plant and about Frontier's ability to maintain reliable service, given these physical deficiencies.

Several of Minnesota Rules require telephone utilities to maintain plant and equipment "in good state of repair consistent with safety and adequate service performance."¹⁴

¹³ Attachment 4 - Mark Steil, *Southern Minn. Towns Fed Up with Telecom Service*, MPRNews (Oct. 1, 2018), available at <https://www.mprnews.org/story/2018/10/01/frontier-investigation> (hereinafter MPR News Story). See also Kyle Kuphal, *Public Hearings Taking Comments on Frontier Communications*, Pipestone County Star (Sept. 11, 2018), available at <https://www.pipestonestar.com/articles/public-hearings-taking-comments-on-frontier-communications/>

¹⁴ Minn. R. 7810.3300: "Each telephone utility shall adopt and pursue a maintenance program aimed at achieving efficient operation of its system so as to permit the rendering of safe and adequate service. Maintenance shall include keeping all plant and equipment in good state of repair consistent with safety and adequate service

Particularly, “Broken, damaged, or deteriorated parts which are no longer serviceable shall be repaired or replaced.”¹⁵ “Electrical faults such as leakage or poor insulation, noise, induction, cross talk, or poor transmission characteristics, shall be corrected to the extent practicable within the design capability of the plant affected.”¹⁶ In addition, telephone utilities are obligated to “employ reasonable engineering and administrative procedures to determine the adequacy of service being provided to the customer.”¹⁷ Construction of the telephone utility plant is subject to the provisions of the current National Electric Safety Code.¹⁸

Frontier also made investment commitments in the most recent Commission-approved AFOR plans.¹⁹ In identical AFOR plans, for its two operating companies, Frontier represented to the Commission, to secure the Commission’s approval of the AFOR plans as its governing documents, that Frontier was “committed to making the investments necessary to maintain reliable service, consistent with the service quality metrics contained in this plan.”²⁰ The Company committed to continuing “to invest significant resources to maintain network reliability,” including “deploying backup systems that are designed to detect and repair system problems.” More specifically, the Company represented that “[c]opper network enhancements, fiber optics and associated next generation electronics are expected future investments to establish a future network that will meet the needs of customers.”

Over 85 persons throughout Frontier’s service territory reported concerns regarding deteriorating, damaged, or broken Frontier plant or equipment. Many consumers reported damaged or deteriorated pedestals causing wires to be exposed to the elements or animals, damaged poles or lines, and unburied cable causing safety hazards. Frontier often failed to make repairs for substantial amounts of time despite consumers repeatedly reporting the issues.

performance. Broken, damaged, or deteriorated parts which are no longer serviceable shall be repaired or replaced. Adjustable apparatus and equipment shall be readjusted as necessary when found by preventive routines or fault location tests to be in unsatisfactory operating condition. Electrical faults, such as leakage or poor insulation, noise, induction, cross talk, or poor transmission characteristics, shall be corrected to the extent practicable within the design capability of the plant affected.” The telephone plant must also meet “the provisions of the National Electrical Safety Code or such other appropriate regulation as may be prescribed.” Minn. R. 7810.3200 (2017).

¹⁵ Minn. R. 7810.3300.

¹⁶ Minn. R. 7810.3300. *See also* the discussion of Minn. R. 7810.5500, regarding maintenance of transmission facilities, below.

¹⁷ Minn. R. 7810.4900.

¹⁸ Minn. R. 7810.3200.

¹⁹ A separate AFOR plan existed for Frontier Communications of Minnesota, Inc. and Citizens Telecommunications Company of MN, LLC.

²⁰ Attachment 5 - Frontier AFOR ¶ VI(A); Citizens AFOR ¶ VI(A).

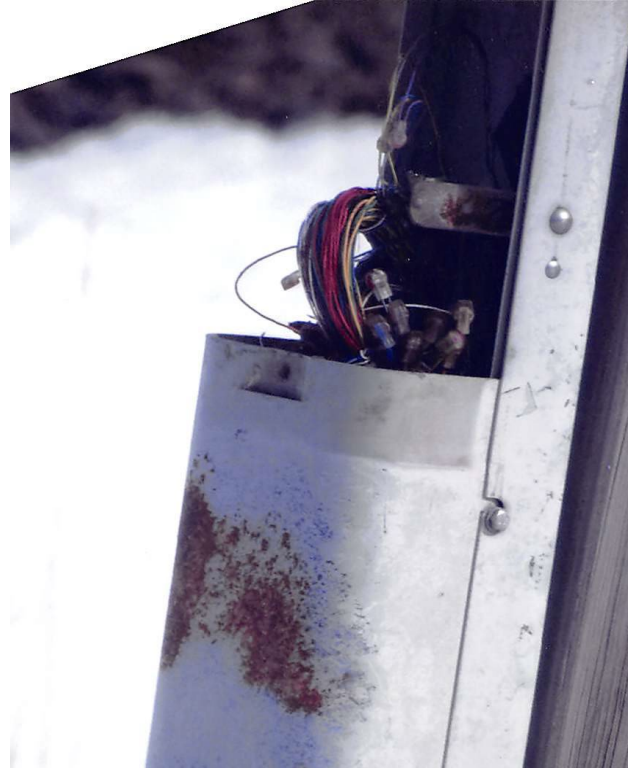
At the Wyoming public hearing, Ms. Sandra Brincefield described how the pedestal near her home had been falling apart for years.²¹ After calling four or five times with no result and watching Frontier technicians pass by without fixing the problem, Ms. Brincefield taped up the box herself to prevent bees from making hives in it and to make it easier to mow her lawn.

Mr. and Ms. Ulshafer of Kelsey, MN, reported poor transmission issues with their landline, including crackling and buzzing, in May 18, 2018.²² Mr. and Ms. Ulshafer submitted photos of four different pedestals along their road showing them knocked over, wires exposed, and submersed in ice.



²¹ Attachment 1 - Sandra Brincefield Public Testimony of Sept. 12, 2018 (DOC 3 – 000363 – 000367).

²² Attachment 1 – Mr. Daryl and Ms. Cindy Ulshafer Public Complaint of May 18, 2018 (DOC 22 – 003120 – 003126). On December 21, 2018, Ms. Cindy Ulshafer authorized the Department to make their complaint public and include it in the Department’s comments.



Also, many consumers reported that Frontier often leaves temporary and other lines above ground for months or years, causing safety hazards, repeat outages, or poor transmission. Consumers reported Frontier running temporary lines running through the woods, over creeks,²³ across decks,²⁴ on branches, or over a propane gas tank.²⁵

Ceylon City Council Member, Mr. John Gibeau reported that the City of Ceylon has experienced numerous issues with deteriorating and damaged Frontier infrastructure, including many lines that are either unburied or not elevated.²⁶ Mr. Gibeau reported examples of wires laying on the ground for over three years, wires tied to trees instead of suspended on poles, and lines suspended on stakes. Mr. Gibeau reported that despite many contacts and reports to Frontier management, Frontier has failed to address the City's concerns. Mr. Gibeau submitted

²³ Attachment 1 –Katherine Lahti Public Comment of Feb. 21, 2018 (DOC 06 – 000928).

²⁴ Ms. L.V. Nonpublic Complaint to Minnesota Attorney General of Aug. 11, 2017 (DOC 23 - 003448 – 003450).

²⁵ Attachment 4 - MPR News story.

²⁶ Attachment 1 – John Gibeau Public Testimony of Sept. 25, 2018, and Public Comment of Oct. 1, 2018 (DOC 4 - 000505 – 000513; DOC 11 - 001640 – 001651 (photos)).

several pictures showing damaged or defective lines and pedestals in Ceylon, including the below photos. During its visit to Ceylon, MPR News obtained and published photos showing Frontier Communications' cable laid across a residential propane tank.²⁷



²⁷ Attachment 1 – John Gibeau Public Comment of Oct. 1, 2018 (DOC 11 - 001640-1651 (photos)). MPR News also ran a story on Frontier's poor infrastructure in Ceylon, Minnesota, which included further photographs of unburied or not elevated line. See Attachment 4 – MPR News Story.



(Image courtesy: Mark Steil, MPR News)

Ms. Alice Lake of Wright, MN, reported that Frontier’s line to service her home lays on the deck of a bridge over the Tamarack River.²⁸ Ms. Lake reported that the line becomes immersed when the river floods and can remain underwater for days, causing prolonged outages. Ms. Lake submitted several photographs in the public hearing record showing the above-ground line as far back as 2012:

²⁸ Attachment 1 - Pub. Hr. Ex. 7; Alice Lake Public Comment of March 20, 2018 (DOC 8 – 001116).



Many consumers were concerned that Frontier’s unburied lines pose a safety hazard. For example, Mr. Richard Lough of Wright observed that the many temporary lines on the ground, hanging on trees, in driveways, and fields pose dangerous risks. “All it would take is a teenage child to go out bird hunting one day and to trip on a line. Just think! The safety should be the #1 concern for Frontier to start getting things done and done right! before any such terrible thing does happen.”²⁹

Other consumers reported that Frontier’s persistent reliance on unburied, exposed temporary lines causes repeat outages or transmission issues.³⁰ For example, Ms. Kari Olson reported that her mother, Ms. Pearl Shirley lives on her farm south of Farmington.³¹ Ms. Olson reported that in April, 2018 Frontier replaced a line that was buzzing with a new line that Frontier simply laid on the ground, where it remained as of the date of the Lakeville Public Hearing in September. Ms. Olson reported that in heavy rains the temporary line lost service, causing concern for Ms. Shirley. Ms. Olson reported that Frontier has said it is waiting on a

²⁹ Attachment 1 - Richard Lough Public Comment of March 1, 2018 (DOC 7 – 000976 - 000977).

³⁰ Attachment 1 - Robert and Jamie Lawless Public Comment of Sept. 2018 (DOC 10 – 001397 - 001398). *See also* A.B. Nonpublic Complaint of July 18, 2018 (DOC 21 – 002802). Transmission issues may also be a violation of Minn. R. 7810.5500 (2017), as discussed below.

³¹ Attachment 1 – Kari Olson Public Testimony of Sept. 26, 2018 (DOC 5 - 000718 – 000722).

permit from the county, but Ms. Olson stated that the local government agencies have assured her that Frontier does not need a permit because the line is located on private property.

The mid-September, 2018 Speak Up comment of Ms. Jayne Shaffer of LeRoy, Minnesota (DOC 14-001922) stated in part:

The recent and most frustrating issue has been extended periods of time without service. We were out 17 days in July, and then 10 days from August into September. To make a very long story short, *while I explained that a phone line was laying on a sidewalk and boulevard where children ride bikes, my first available service call was over a week away.* When the technician came and restrung the line, our internet worked, but the land line still wasn't functioning.

In addition, customers and other members of the public reported that despite repeated requests to Frontier, temporary lines often remain on the ground for months or years without installation of a permanent buried line. For example, Mr. Harry Tolzman of Lakeville reported that he has had a temporary line to his home for two years.³² Mr. Tolzman submitted into the public hearing record a response from Frontier after he complained to the FCC.³³ In Frontier's response to the FCC, dated August 16, 2017, Frontier represented to the FCC that it "will be burying the line on August 31, 2017." Mr. Tolzman testified that the line remained unburied as of the Lakeville Public Hearing on September 26, 2018.

Many subscribers observed that Frontier's technicians are only able to make quick-fixes to telephone plant damage or deficiencies, and that these interim solutions do not last. As subscriber Laura Dunphy observed, "[I]t is like putting a band aid on a severed artery."³⁴ Most consumers discussing this issue did not fault the technicians, but instead noted that Frontier was not supplying its technicians with appropriate tools or materials.³⁵

As Mr. Mark Doffing, President of Local 7270 of the Communication Workers of America (CWA), testified: "Frontier's lack of investment has led to deteriorating plant that is increasingly difficult for our technicians to maintain. As a result, our technicians are forced to jury-rig quick fixes because Frontier won't repair or replace the damaged cables, poles, cabinets, other network infrastructure to ensure that customers receive the reliable, high-quality phone and Internet service that they are paying for."³⁶ Mr. Doffing observed that because Frontier does not spend funds to adequately repair its aging infrastructure, the quick-fixes that Frontier's

³² Attachment 1 - Harry Tolzman Public Testimony of Sept. 26, 2018 (DOC 5 – 000558 - 000562).

³³ Attachment 1 - Pub. Hr. Ex. 28.

³⁴ Attachment 1 - Ms. Laura Dunphy Public Comment of February 26, 2018 (DOC 7 – 000961).

³⁵ See also section P5 below (regarding Frontier's failure to restore service as soon as possible appears to be an intentional choice of the company, as seen in Frontier's failure to provide sufficient resources to make compliance possible).

³⁶ Attachment 1 - Mark Doffing Public Testimony of Sept. 26, 2018 (DOC 5 - 000563 – 000568).

technicians must put together mean that the same issue will need to be addressed again soon. Mr. Doffing stated that low staffing levels have caused each technician to take on more and varied tasks and causes outages to last longer. “It’s a frustration for our members. CWA technicians want to be in a position to provide great service and keep customers satisfied,” said Mr. Doffing.³⁷

The Department submitted information requests to Frontier in May regarding how it identifies reports to rehabilitate its plant. Frontier responded that since 2010 it used a Defective Cable Reports (DCR) process to identify and report defective cable issues.³⁸ Recently, however, Frontier informed the Department that Frontier’s management no longer uses the DCR system, “as it has determined that the system does not adequately track or distribute sufficient detailed information.” “Instead, Frontier’s technicians, managers, and engineering personnel directly review defective plant issues and communicate regarding needed repairs.” Frontier supplied a list of “certain plant repair and rehabilitation projects that have been completed since 2014.”³⁹ This list identified only \$605,204 in expenditures since 2014. Frontier did not indicate that the list was exhaustive. Further, the Department requested information from Frontier regarding any additional investment made in response to consumer concerns or otherwise, and to supplement this information monthly.⁴⁰ Frontier did not provide any information on increased investments in its outside plant or repair equipment or in hiring technicians in its response, and has not provided the requested monthly updates.

Conclusions

Consumer reports demonstrate that Frontier is not providing timely repair or replacement of broken, damaged, or deteriorated parts of its plant, as is required by Minn. R. 7810.3300.

It is reasonable to infer from the consumer reports that Frontier is not supplying its technicians with sufficient tools, equipment, materials, or time to adequately maintain Frontier’s plant in order to render “safe and adequate service” as is required by Minn. R. 7810.3300.

Contrary to Frontier’s representations to obtain Commission approval of its AFOR plans, Frontier does not appear to have made “investments necessary to maintain reliable service, consistent with the service quality metrics contained in this plan.” Consumers’ reports of Frontier’s deteriorating and damaged plant and observations of Frontier’s lack of equipment, material, and workforce demonstrate Frontier’s lack of investment in its physical plant in

³⁷ Frontier confirmed that it has significantly drawn down its technician staff in recent years and uses contract workers to attempt to supplement its reduced levels of full time technicians. Attachment 2 – Frontier Response to DOC Information request (IR) No. 63; Frontier Response to DOC IR No. 33.

³⁸ Attachment 2 – Frontier Response to DOC IR No. 18.

³⁹ Attachment 2 – Frontier Response to DOC IR No. 67.

⁴⁰ Attachment 2 – Frontier Response to DOC IR No. 12. *See also* Attachment 2 – Frontier Response to DOC IR No. 51 (Department follow up on response to DOC IR No. 12 regarding handling of complaints).

Minnesota. The information Frontier provided to the Department regarding its investments in the past four years, detailing only \$605,203.65 in plant repair and rehabilitation projects, seems extremely limited given the size of Frontier's service territory and number of customers in Minnesota.

Frontier's responses to the Department's information requests also indicated that Frontier currently lacks a consistent method of reporting, tracking, and implementing repair and rehabilitation projects, which may violate the requirement in Minn. R. 7810.4900 that telephone utilities "employ reasonable engineering and administrative procedures to determine the adequacy of service being provided to the customer."

Contrary to the requirement of Minn. R. 7810.3200, it appears from the many reports and photographs of citizens, public officials and subscribers, Frontier appears not to be constructing telephone plant as required by the provisions of the current National Electrical Safety Code, as is presently in effect in Minnesota.

Frontier's failure to adequately maintain its plant manifests itself in service quality issues, such as more frequent outages, poor transmission quality, and increased service center call traffic from consumers attempting to remedy these problems. In addition to directly impacting Frontier's service quality, many of the reported deficiencies in Frontier's infrastructure pose hazards to the general public and liability to the private landowners on whose property Frontier's plant is located.

Frontier likely cannot remedy its other service quality problems and provide safe and adequate service without significant increased infrastructure investment.

Recommendations

The Commission should order the following:

- 1) Find that Frontier has violated 1) Minn. R. 7810.3300 requiring a maintenance program aimed at achieving efficient operation of its system so as to permit the rendering of safe and adequate service; 2) Minn. R. 7810.4900 requiring Frontier to employ reasonable engineering and administrative procedures to determine the adequacy of service being provided to the customer; 3) the most recent AFOR plans in which Frontier committed to invest significant resources to maintain network and, 4) Minn. R. 7810.5500 requiring Frontier to furnish and maintain adequate plant, equipment, and facilities to provide satisfactory transmission of communications between customers in their service areas.
- 2) If the Commission agrees with the above recommendation, the Department staff can review each consumer's comments in this matter and provide an accounting to the Commission of the number of instances of these violations, subject to comment, for the pursuit of penalties.

- 3) Require Frontier within 60 days of the date of the Commission's Order to demonstrate that it complies with Minn. R. 7810.3200 that its plant meets the provisions of the National Electrical Safety Code. The filing should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to its accuracy.
- 4) Require Frontier to commit the monetary investment in its plant in Minnesota to provide adequate service, satisfying the requirements in the Commission's rules, including Minn. R. 7810.5000,⁴¹ and to take the steps necessary to assure the furnishing of adequate service. Frontier's commitments should include, at minimum:
 - a. It will upgrade or repair all existing broken or damaged pedestals and other infrastructure.
 - b. It will permanently install all existing temporary lines.
 - c. It will hire additional staff to make these repairs and to install the permanent lines, without shifting resources that cause neglect or delay in some other part of Frontier's system in Minnesota.
- 5) Require Frontier to provide, within 60 days of the Commission's Order, an accounting of all temporary lines, above-ground lines awaiting burial, other exposed lines, broken or damaged pedestal, broken or damaged poles, or other outside plant concerns, including those reported by others in this proceeding. Frontier should provide estimated dates for burial, elevation and repair of temporary or otherwise not-permanently-installed lines; Frontier should provide monthly updates demonstrating permanent installation of these lines.
- 6) If Frontier is unable to permanently install any temporary lines within 90 days of the Commission's Order, the Commission should order that Frontier waive any rates for telephone services provided via that facility, as the service being provided is inadequate. The customers should continue to receive telephone services at no charge until Frontier permanently installs the line.
- 7) Require Frontier to provide a notice within 30 days of the Commission's Order to all its customers that it will permanently install all temporary lines within 3 months or the customer will receive telephone service at no charge. The notice should include contact information of the Department to enable customers to report Frontier's failure to comply with the Commission's Order, so the Department can take the necessary steps to enforce compliance. Frontier should submit the proposed notice to both Commission and Department staff for review and input.

⁴¹ Minn. R. 7810.5000 provides in part that a telephone utility must provide telephone service that will "meet or exceed the standards set forth in this chapter. Each telephone utility has the obligation of continually reviewing its operations to assure the furnishing of adequate service."

Upon agreement by the staff of both agencies, the Commission's Executive Secretary shall approve the notice.

- 8) Require Frontier to submit a plan within 60 days of the Commission's Order detailing Frontier's commitment for consistently and adequately identifying troubles related to broken, damaged, or deteriorated plant, including timelines and milestones for all stages prior to full rehabilitation. The plan will be subject to comment and will include an affidavit of a Frontier executive officer verifying its accuracy.
- 9) Require Frontier to provide an ongoing quarterly report detailing:
 - a. The status of its system to track trouble reports on outside plant.
 - a. The status of any temporary lines that are not permanently installed within 90 days of when a temporary line was placed, with confirmation that the customer is receiving telephone services at no charge.
 - b. To explain why any temporary line was not permanently installed within 90 days.
 - c. All customer calls to Frontier on broken, damaged or deteriorated plant.

C. EMERGENCY OPERATIONS. Must Make Reasonable Provisions to Meet Emergencies Caused by a Storm, Act of God, Power Loss, or Similar Event.

Comments and complaints from Frontier's customers raise concern that Frontier has not taken reasonable steps to be able to respond to emergencies resulting from loss of power, lightning storms, rain storms, or other acts of God.

Minn. R. 7810.3900 requires telephone utilities to "make reasonable provisions to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, illness of operators, or from fire, storm, or acts of God."⁴²

As part of this obligation, Minn. R. 7810.3900 requires utilities to "make reasonable provisions for emergency power." Although each office is not required to have an emergency power generator, "a mobile power unit" must be available to be delivered "on short notice, and which can be readily connected." In addition, "Each central office shall contain as a minimum four hours of battery reserve."

Mr. Paul Anderson reported that phone outages are common when Frontier's power fails in Marine on St. Croix.⁴³ Mr. Anderson commented that Frontier will only deliver a

⁴² This is also discussed below, in connection with Minn. R. 7810.5800, which requires Frontier to "reestablish service with the shortest possible delay," without regard to whether a failure is caused by an act of God, negligence, or a some intentional action.

⁴³ Attachment 1 - Paul Anderson Speak Up Comment of Feb. 19, 2018 (DOC 12 – 001801).

generator from another location if the telephone outage lasts more than a day. Mr. Anderson expressed concern because there is limited cell phone coverage in his area and 911 service is not available during these long response times to power related outages.

Ms. M. R. sent her complaint to the Commission that her telephone repeatedly goes out of service, especially during storms, and that Frontier delays repairs.⁴⁴ Ms. M.R. said her telephone was out of order on July 18th, but Frontier would not repair her service until July 24th. In its response, Frontier said the outage was “due to inclement weather,” in that lightning damaged the distribution wire and power board supply, and it issued AFOR “Out of Service” bill credits to Ms. M. R.⁴⁵ Frontier said its delay in restoring service was because “no replacement parts were available so new equipment had to be ordered.”

In response to a Department request for information, Frontier stated that some of its central offices lack on-site back-up power generators, and portable generators are available to be brought in.⁴⁶ Frontier did not indicate the duration of an outage before Frontier would provide a backup generator.

Conclusion

If Mr. Anderson’s report is accurate, that multiple days elapsed before Frontier delivered a generator to the Marine on St. Croix central office, then Frontier is not complying with Minn. R. 7810.3900, which requires a “mobile power unit” available “on short notice” to take over after the four-hour battery supply fails.

Further, if Mr. Anderson’s report (that Frontier will only deliver a generator from another location if the telephone outage lasts more than a day) is accurate, then Frontier’s practice, of purposely delaying restoration, appears to violate its duty to take reasonable steps to address emergencies resulting from a power outage, in violation of Minn. R. 7810.3900 , which requires service to be restored as quickly as possible, and to violate Minn. R. 7810.5800 which requires Frontier “reestablish service with the shortest possible delay,” with a minimum objective of 95 percent of troubles restored in 24 hours. To the contrary, comments and complaints suggest that Frontier plans for some of its customers to suffer phone outages of at least 24 hours when power is lost.⁴⁷

⁴⁴ Ms. M.R. Nonpublic Complaint to the Commission of July 18, 2018 (DOC 22-003059-61). Frontier’s response to the Complaint acknowledged and issued credits for the following outages: June 7, 2018 (telephone); June 19, 2018 (one-month telephone/internet); July 16, 2018 (16 days telephone/internet); July 24, 2018 (8 days telephone/internet).

⁴⁵ Minn. R. 7810.1400, subp. 2 establishes when bill credits are due, and Frontier Response to DOC IR 13 and attachment thereto provides Frontier’s protocols for when credits were due or excluded from being due to a customer under the terms of Frontier’s former AFORs. Frontier’s recent assertion that it did not follow the protocol detailed in its Response to IR 13 nor issue AFOR credits for outages “caused by” acts of God is discussed further below, in section P5 of these Comments.

⁴⁶ Attachment 2 – Frontier Response to DOC IR No. 38.

⁴⁷ See discussion below at P5, P6, and P7 regarding other Frontier business practices that appear to violate or attempt improperly to circumvent the restoration of service requirements of Minn. R. 7810.5800.

Recommendation

The Commission should enter an order that:

- 1) Requires Frontier to file, within 60 days of the Commission's Order, a report demonstrating that Frontier complies with Minn. R. 7810.3900 (and Minn. R. 7810.5800, which requires Frontier to "reestablish service with the shortest possible delay") by providing evidence demonstrating that it:
 - a. Has made reasonable provision to meet emergencies resulting from failures of lighting or power service, sudden and prolonged increases in traffic, illness of operators, or from fire, storm, or acts of God, including arrangements Frontier has made that secure Frontier's access to staff, equipment, and material that may be needed to re-establish telephone service with the shortest possible delay;
 - b. has a minimum of four hours of battery backup at each central office;
 - c. has made provision to ensure that mobile power units are available to be delivered "on short notice" and "readily connected" with the "shortest possible delay."
 - d. has informed employees of the procedures to be followed in the event of emergency, to prevent and mitigate interruption or impairment of telecommunications service, and ensure the "shortest possible delay" for restoration of service;

The report should include an affidavit by a Frontier executive officer who states that he or she has reviewed the report and attests to its accuracy, and be subject to comment.

- 2) Order Frontier to distribute a functional cell phone or satellite phone capable of reaching 911 and emergency services from the customer's residence, within 24 hours of receiving a report of an outage to any customer identified in Frontier's records as having a medical condition in the household, if an outage is expected to last more than 24 hours. ⁴⁸ There should be no charge to the customer for the access to or use of the telephone, including any data charges.

⁴⁸ See section V (D), below for further discussion of Minn. R. 7810.5900, which requires Frontier to make arrangements to "clear trouble of an emergency nature at all hours, consistent with the bona fide needs of the customer" and a process for Frontier to identify customers with a bona fide emergency medical situation.

- 3) For any business customer that has an outage that lasts more than 24 hours, order Frontier to temporarily forward calls to a cell phone or other number, upon the request of the business. The call forwarding should be at no charge to the business.
- 4) Require Frontier, within 60 days of the Commission's order, to prepare a proposed written notice to its customers that details how a subscriber can become treated as a person who will receive medical priority. The notice will be provided not only to subscribers, but also will be published in a prominent manner on Frontier's website(s), and provided in writing to all future subscribers upon their becoming a customer. The proposed requirements and the notice that Frontier proposes should be submitted for review to Commission and Department of Commerce staff, and, if there is agreement, approved by the Executive Secretary. After the notice is provided to current customers, the Company shall file proof of compliance, and the Company shall file proof of compliance annually thereafter. Such proofs shall include an affidavit of a Frontier executive officer attesting to the veracity of the information.
- 5) Order Frontier to file within 60 days of the Commission's Order, a proposed notice that informs customers of their rights in the event of an outage. The proposed notice should include:
 - a. The right to a cell phone or satellite phone to customers with a medical condition in the household, if the outage is to last more than 24 hour, at no cost to the customer.
 - b. The need for customers to notify Frontier if there is a medical condition in the household, so that Frontier has this information in their records.
 - c. The availability to businesses to have their phone calls forwarded to a cell phone or other number for the duration of the outage, at no cost to the customer.
 - d. The right to a bill credit for an outage that exceeds 24 hours
 - e. That customers may contact the Department of Commerce to enforce the Commission's Order, if any of the provisions are not met by the company.

The notice that Frontier proposes should be submitted for review to Commission and Department of Commerce staff, and, if there is agreement, approved by the Executive Secretary. After the notice is provided to current customers, the Company shall file proof of compliance, including an affidavit of a Frontier executive officer attesting to the veracity of the information.

- 6) To ensure Frontier complies with the Commission's rules on a prospective basis, require Frontier to provide a weekly report of all outages that exceed 24 hours. The report shall be subject to comment and:
 - a. Explain the reason why the company was unable to make reasonable provisions to prevent the outages from exceeding 24 hours.

- b. Demonstrate that Frontier has implemented reasonable procedures to ensure that service is restored as quickly as possible, and to ensure that no future outage will be longer than 24 hours in the affected exchanges by undertaking such steps as hiring additional employees, authorizing overtime for technicians to perform repairs, and maintaining sufficient material and equipment to effect timely repairs.
- c. Demonstrate that all affected customers have been provided with a credit.
- d. Demonstrate that Frontier has complied with paragraphs 3 and 4 above (regarding alternative access to voice service during prolonged outages.)

The report should include an affidavit of a Frontier executive officer that states that he or she has reviewed the report and attests to the accuracy of the report. After 12 months the Commission should reevaluate whether the reporting should continue.

D. CUSTOMER TROUBLE REPORTS. Clear trouble of an emergency nature at all hours, consistent with the bona fide needs of the customer. Medical issues.

From comments and complaints, it is evident that Frontier does not have arrangements in place to ensure that it performs emergency repairs at all hours, consistent with the bona fide needs of its customers.

Minn. R. 7810.5900, among other things, requires Frontier to make arrangements 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” and to maintain accurate records of trouble reports.⁴⁹

The following are examples of the many disturbing reports of customers, which suggest that Frontier’s arrangements to repair emergency troubles, including its record creation and maintenance, fail to adequately address bona fide emergency needs of Minnesota subscribers.

⁴⁹ Minn. R. 7810.5900 requires: “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.”

At the Commission's public hearing in Ely, Ms. Johnson, a customer of Frontier and its predecessors for 50 years, testified that she and her husband had no telephone or internet access service at their home in Eagle's Nest Township (near Ely) during the summer of 2017.⁵⁰ Ms. Johnson testified that when she called Frontier to report a phone outage, she told the Frontier representative that her 90-year-old husband had a pacemaker and needed telephone service to connect to his heart monitor, which sends information via the telephone line to St. Luke's Hospital in Duluth. The Frontier representative assured her that Frontier would expedite repair due to medical necessity. Contrary to this assurance, Frontier did not restore service for two weeks.

When the line failed again in June Ms. Johnson called Frontier to report the outage and was issued an "emergency medical repair" ticket, but Frontier did not restore service for 36 days. In the meantime, Ms. Johnson's son called Frontier in an attempt to expedite the repair and was promised a repair appointment on a specific date. Ms. Johnson's son drove several hours from the Minneapolis/St. Paul area to his parent's home in Eagle's Nest Township, to meet the technician, but the Frontier repair technician failed to show up. When her son called Frontier to inquire about the situation, he was informed that the telephone outage was Ms. Johnson's problem and not Frontier's problem.

Mr. Victor Leppke filed a public comment on behalf of his 96-year-old brother,⁵¹ who lost phone service or access to emergency services from March 23, 2018 to April 4, 2018. Mr. Leppke said that, when the repair technician arrived at the Leppke home, the technician said that the repair would have been completed sooner if Frontier's customer service department had informed the repair technician of the landline telephone outage. Mr. Leppke observed that, "with Frontier, the right hand does not know what the left hand is doing."

Ms. Nancy Olson testified about the repair delays on the landline telephone of her 98-year-old mother-in-law.⁵² After Ms. Olson's mother-in-law lost telephone service, Ms. Olson phoned Frontier and was informed by the Frontier customer service representative the landline would be repaired within 24 hours, because the situation was an emergency. After waiting 10 days for Frontier to restore service, and six more calls to Frontier, the Olsons hired an electrician to repair the landline telephone. The Frontier repair technician, who arrived 12 days after Ms. Olson reported the trouble, said Frontier had not informed him that the service should be restored on an emergency basis.

Ms. Heather Kvale stated that her "elderly father lives in Welcome . . . and has been without a landline for over 2 months. Frontier eventually sent someone out and they [laid] cable, and have left it, covering 6 access [roads] to the field for the combines to run over, for a

⁵⁰ Attachment 1 – Nancy Johnson Public Testimony of Sept. 4, 2018 (DOC 1 - 000036 – 000039).

⁵¹ Attachment 1 - Victor Leppke Public Comment of Apr. 19, 2018 (DOC 8 - 001224).

⁵² Attachment 1 - Nancy Olson Public Testimony of Sept. 25, 2018 (DOC 4 - 000498 – 000500).

month or more. This is an urgent situation as it is absolutely necessary that he have a phone line in his health situation.”⁵³

Mr. B. S. contacted the Department about getting his emergency landline telephone service restored by Frontier.⁵⁴ Mr. B. S. said that his home was hit by lightning on October 3, 2018 and he lost telephone and internet access service. He immediately contacted Frontier, informed Frontier that his wife suffers from several serious medical conditions, and was told the repair would not be made until October 15, 2018. While waiting for the repair Mr. B. S. saw Frontier trucks drive past his home 3 times. The outage prevented communication with emergency services, physicians and family during the lengthy wait.

Conclusion

It is clear from reports of Frontier customers that Frontier is not fulfilling its obligation under Minn. R.7810.5900 to “clear trouble of an emergency nature at all hours, consistent with the bona fide needs of the customer.” It is highly troublesome that Frontier’s processes are inadequate and representatives *inaccurately assure subscribers*, such as Ms. Johnson and Ms. Olson, that their serious medical emergencies would be handled as an emergency, when, in fact, the customers’ telephone and access to emergency service was not restored, consistent with the customers’ bona fide need. In the view of the Department, it is untenable for a company to continue to operate in Minnesota, if the company puts consumers medical needs at risk.

Recommendations

The Commission should order the following relief:

- 1) Find that Frontier has violated Minn. R. 7810.5900 to “clear trouble of an emergency nature at all hours, consistent with the bona fide needs of the customer.”
- 2) If the Commission agrees, the Department staff can review each consumer comment in this matter and provide an accounting to the Commission, subject to comment, for the pursuit of penalties.
- 3) Require Frontier within 60 days of the date of the Commission’s Order to file a detailed plan that demonstrates how it will comply with Minn. R. 7810.5900, by showing that Frontier has implemented practices to ensure it can meet its obligations. The plan should be subject to comment, and include an affidavit of a Frontier executive officer attesting to the veracity of the information. To ensure that Frontier maintains adequate staffing, training, compliance, supervision and general oversight, the plan at minimum, should specify how Frontier will:

⁵³ Attachment 1 - Heather Kvale Public Comment of Oct. 4, 2018 (DOC 11 - 001770).

⁵⁴ Mr. B.S. Nonpublic Complaint of Oct. 5, 2018 (DOC 10 – 001600 – 001601).

- a. Determine what is required for a customer to be treated as having a bona fide need for Frontier to provide service on an emergency basis.
- b. Ensure that customers know how to identify themselves as having a bona fide need for Frontier to provide service on an emergency basis.
- c. Ensure that all of its representatives, technicians, dispatchers and other staff accurately identify and respond to customer emergencies.
- d. Ensure adequate staffing levels of customer service representatives, technical specialists, dispatchers, billing specialists, or other representatives who assist Minnesota customers with bona fide emergency circumstances via telephone;
- e. Provide for enhanced training to customer service representatives, technical specialists, dispatchers, billing specialists, or other representatives to accurately render assistance;
- f. Enhance its processes, systems, or call-center technology to assist customer service representatives in quickly resolving reported emergency issues; and
- g. Possibly designate a customer service staff to specifically serve Minnesota customers.

E. RELATIONSHIP OF INTERNET AND TELEPHONE SERVICES. Provision of Internet Access Service Directly and Indirectly Impacts Minnesota Telephone Subscribers

The Commission should consider the facts regarding Frontier’s provision of internet access service in Minnesota because, in many cases, Frontier’s provision of internet access service interferes with Frontier’s provision of voice service, and vice versa. In other cases, Frontier’s failure to employ sufficient resources to provide phone and internet access service has resulted in long and repeated outages, involuntary disconnects due to Frontier’s business practice of “swapping” of non-working facilities for working facilities, poor customer service (e.g. long telephone wait times trying to communicate with Frontier), and false representations of internet quality. The record created by Frontier subscribers of complaints involve long and repeated outages, long delays in service installation, even longer delays for repairs, “lost” tickets, degraded facilities, and poor billing and customer service practices.⁵⁵

The Commission may wish to consider in its Order⁵⁶ the fact that Frontier’s poor quality broadband internet access services and facilities both *directly* and *indirectly* impact Frontier’s

⁵⁵ Also, as discussed in section F2 below, and exemplified by the Wyoming outage, Frontier customers who purchase “bundled” internet and phone service are subjected to unreasonable discrimination by Frontier.

⁵⁶ The Commission has statutory authority to consider and make findings and orders regarding telecommunications providers’ broadband services and facilities. Three separate statutes in Chapter 237 direct the Commission to consider broadband in its regulatory activity, two of the Commission’s rules concern broadband, and the Commission is expressly delegated authority to certify certain facts regarding the broadband facilities deployed by ETCs like Frontier:

provision of regulated services. This is primarily because Frontier broadband and telephone services are provided by Frontier using a single, shared set of resources.

Frontier's telephone and internet access services generally use the same physical network and the same human resources. Most Minnesota customers receive Frontier's telephone and internet access services over the same copper facilities or copper/fiber hybrid networks.⁵⁷ Dispatchers and field technicians handle installation and repair of both internet access and telephone services.⁵⁸ Customer service representatives address purchases, repairs, and other services for both telephone and internet access customers. Broadband-related calls and telephone-related complaints and inquiries are handled by the same group of representatives—and customers suffer extraordinarily long wait times that egregiously violate Minnesota's telephone answering time requirements.⁵⁹

One consequence of Frontier's resource sharing is that orders for *new* telephone or internet access service, being a new source of revenue for Frontier, and a sales commission for the customer service representative, take priority over *repairs* of internet or phone.⁶⁰ This has created an intolerable situation for many Minnesotans. While delays for installation of internet access service can interfere with important tasks for subscribers' schooling, business, and other daily concerns, the failure to immediately repair and restore telephone service as required by Minnesota law can be a life or death hazard for subscribers who depend on landline telephone service to access 911 emergency services, operate security systems, or have other security and

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- Minn. Stat. § 237.011 directs the Commission to consider a carrier's "deployment of infrastructure for higher speed telecommunication services and greater capacity for voice, video, and data transmission"
 - Minn. Stat. § 237.012 identifies Minnesota's speed-related broadband goals.
 - Minn. Stat. § 237.761, subd. 8, requires a company with an AFOR plan to make an investment commitment to the Commission. The investment commitments under Frontier and Citizens' previously in force AFOR plans were effective during the period when consumers filed complaints and comments regarding Frontier's broadband services.
 - Minn. R. 7812.0600, subp. 7, prohibits disconnection of local service for nonpayment of *information service* charges.
 - Minn. R. 7810.1400, subp. 3, requires carriers to "provide any information and assistance necessary to enable that person to obtain the most economical **communications service** conforming to the person's stated needs." (emphasis added.)
 - Respecting the express delegation of authority over ETCs such as Frontier, see Docket No. P407, 405/CI-18-122, Petition of the Minnesota Department of Commerce for Reconsideration and/or Clarification, May 2, 2018, pp. 4-8 (stating among other things that the Commission is required to investigate and certify to the FCC that the Connect America Cost Model (CACM) broadband funds are used appropriately).

⁵⁷ Facilities associated with a customer's services include, for example, the central office, cable, serving area interface (SAI) (a.k.a. cross-box, cabinet, or pedestal) and the terminal. Besides a cross connect point, the SAI sometimes contains a DSLAM or more rarely a remote concentrator or both.

https://en.wikipedia.org/wiki/Serving_area_interface

⁵⁸ Attachment 2 – Frontier Response to DOC IR No. 33; Attachment 3 – Affidavit of Jeff S. Lacher ¶ 4.

⁵⁹ Minn. R. 7810.5200 requires calls to be answered within 20 seconds.

⁶⁰ Attachment 3 – Affidavit of Jeff S. Lacher ¶¶ 8, 13-15.

safety needs, such as pacemaker monitoring and communications with lifeline devices worn for the security of vulnerable Minnesotans.

An example of how Frontier's sharing of resources to serve both internet access service and telephone service negatively impacts telephone customers was reported by Robert and Renee Bodine, who are elderly and have health issues.⁶¹ The Bodines experienced an eight-day-long outage of their phone and internet. They explained, "After several days went by, we visited the local office of Frontier in Lindstrom, and . . . we were told that new hookups in the area receive priority over repairs to existing customers, and 'they would get to it as soon as they could.'"

The Affidavit of Mr. Jeff S. Lacher, corroborates the information provided by telephone customers such as the Bodines.⁶² Mr. Lacher, a representative of the CWA, states:

The same technicians who perform repairs on tickets also install new services on orders, and it is the same technicians that repair and install both telephone and internet services. If greater emphasis is placed on completion of new service installation orders, it takes longer for repair tickets to be addressed, with the problems being even more significant with the reduction in technicians.

Mr. Lacher also states his conclusion that, at Frontier, "[n]ew service installations are prioritized over repairs" as evidenced by "the fact that overtime is granted for technicians to complete orders, but no overtime is permitted to complete repairs," and "[j]obs receiving federal money take priority over repairs."

Mr. Lacher's Affidavit further confirms that Frontier appears to have placed compliance with Minnesota's telephone service quality regulations low in the list of priorities of customer service representatives and technicians who service internet and phone orders and repairs:

13. Since Frontier closed its Repair Departments in December of 2016, which only handled repair calls, CSRs now handle both Orders and Tickets. There is an incentive for CSRs to avoid repair calls. CSRs are required to meet sales goals every month before they are eligible to receive commissions and these sales goals have increased substantially over time. Low wages for CSRs mean commissions are a significant part of their incomes. The failure to meet sales goals for a period of time could mean discipline or termination. By shortening the time spent on repair calls and

⁶¹ Attachment 1 – Robert and Renee Bodine Public Comment of Aug. 24, 2018 (DOC 10-001564).

⁶² Attachment 3 – Affidavit of Jeff S. Lacher.

creating tickets, or by quickly dumping repair calls to other departments, a CSR is more available to receive Order calls.

The Commission should take into consideration the facts about how Frontier provides and maintains both telephone and internet access service in Minnesota, as it fashions relief in this docket.

Several hundred subscribers to Frontier's bundled phone and internet access services reported their concerns in this matter, many of whom are directly negatively impacted by Frontier's internet-related lengthy delays, poor service quality, and inadequate facilities or records of facilities.

Elizabeth Mohr's testimony describes an experience typical of many Frontier complaints regarding bundled service.⁶³ Among other things, while servicing Ms. Mohr's internet access service: Frontier (1) disconnected her telephone service without notice or consent, (2) left her without phone service for 12 days; (3) forced her to spend over 45 hours on the telephone seeking service; (4) "lost" five of the six repair tickets it issued; and (5) refused to install new internet access service because its records showed "no ports available" despite Ms. Mohr's census block's internet access service being funded by a CAF II grant to Frontier. Ms. Mohr reported that although she now receives the represented internet speed, "We found it took us 47 of our hours on the phone with Frontier to get that service, even though they sent us a flier that said you should be able to call and get it. So 47 hours on the phone of our time, six tickets, five of which were closed with no answer. They never showed up." Ms. Mohr summarized, "Like I said, 47 hours on the phone time, time off of work, time at home waiting for them. You can get better service from them but you have to be willing to put up a fight. I have been hung up on, probably in the last 13 years, probably 200 times. When I would call and say, I have an issue with your network, they wouldn't believe me. Between my husband and myself, we have 20 years of network administration. We could ping to their system and tell them where the problem was failing and they wouldn't believe us, and they would hang up on us. So clearly, Frontier has a problem." Ms. Mohr observed how internet and phone are inextricably tied together for her Frontier service: "You can't usually separate your phone and internet any longer with Frontier. They only allow VoIP phones for most of us. If you upgrade your service, your phone is tied to your internet. No internet, no phone."

Ms. Shellie Metzler of Finlayson reported regarding the poor quality of her Frontier internet-phone bundle was equally problematic, and, shockingly, directly prevented her from receiving telephone service and 911 access for over a year.⁶⁴ Ms. Metzler reported that in July and August 2016 she spent over 20 hours and many phone calls attempting to get Frontier to provide telephone and internet access service at her rural Minnesota home. She eventually received an installation date for her phone and internet of September 6. On that day, Ms. Metzler reported that her phone and internet were not activated. Frontier told Ms. Metzler

⁶³ Attachment 1 – Elizabeth Mohr Public Testimony of Sept. 12, 2018 (DOC 3-000380-84).

⁶⁴ Attachment 1 – Shellie Metzler Speak Up Comment of Mar. 7, 2018 (DOC 12-001821-22).

that it “could not activate because there were no lines for the internet.” Ms. Metzler continued, “I changed the order to a flat line installation (telephone only), the order confirmed with an activation date of September 14. Again, the service was not activated and I followed up with a phone call to Frontier customer service. I was then told there were no services available. Some neighbors said that I should call and stay on a ‘waiting list’ for a telephone line because there are not enough lines to service the area. I called again on September 28 and was put on a waiting list for a flat line (regular telephone line) and was told it may be 1 to 2 months.”

Every few months, Ms. Metzler would call and resubmit her order. It was not until September 2017 that Ms. Metzler received phone service, and eventually internet access with “Broadband Ultra-12 mbps.” After service was installed, Ms. Metzler reported, “I could not hear when on the phone because of the static. Also, each time the phone rang, the internet would go off line.” Regarding her Broadband Ultra-12 mbps service, Ms. Metzler reported, “I am receiving, if lucky, 1.2 mbps. Last week within two days the internet dropped over 100 times. Dropped service and slow internet speeds are everyday occurrences. I should not be charged for the 12 mbps because I have never had it. I should not be charged for the 6 mbps because I do not get that either. This is very frustrating as I operate a small business and depend on the internet.” Like many Minnesota citizens, Ms. Metzler reported that “Frontier is my only affordable option for internet,” and that Frontier’s poor internet service quality “seems to be a ‘company-wide’ issue focused on rural/non metro areas.”

Ms. Metzler has orally informed the Department that the service quality problem she reported — being unable to hear when on phone because of the static and party-line, and of losing internet access each time the phone rings — remains a continuing problem today.

Similarly, Mr. Marty Sterzinger testified at the Slayton hearing about Frontier’s service for his business, the 19&75 Filling Station at Ivanhoe, Minnesota. Mr. Sterzinger explained that Frontier’s poor internet access service directly interferes with his business’ critically important analog voice lines. Mr. Sterzinger said that his analog Verifone service is negatively impacted by Frontier’s transmitting his internet and analog voice services over a single copper loop,⁶⁵ solely because Frontier has failed to maintain its facilities adequately:

I use a Verifone system, or a point of sales system. ... They use an analog system for backup, and we use broadband for credit card

⁶⁵ Verifone also provides communications services over analog lines for use of persons who are visually impaired. <https://www.verifone.com/en/us/press-release/introducing-verifone-navigator> Similarly, CapTel (captioned telephone) provides communications services over analog lines for persons whose hearing is impaired (a mandatory service offering for ETCs like Frontier). Critical medical alert services and remote monitoring of medical devices such as pacemakers that are designed for traditional analog telephone landlines may or may not work on an IP substitute and will not work on wireless. And business devices such as facsimile machines require a functioning analog line. See, e.g., Joe Poll Speak Up Comment of Feb. 24, 2018 (DOC 12 – 001812 – 1814) (reporting that he needs fax machine for use in business, has repeatedly complained to Frontier about noise on the line that interferes with fax function, audio quality is so poor could not understand voice transmissions, and internet speed on-tenth or less than Mr. Poll pays for).

clearing. . . . We are running a 24-hour truck stop and, you know, no Internet, no broadband, no credit cards, it doesn't work. As far as the backup goes, Verifone keeps telling me that the voice communication lines are too noisy. I've got 12-pair cable coming out to the store from the central office. They've only found one pair that's conducive for communication, 11 pair are broken.

Other “bundled” phone and internet service customers have reported that Frontier representatives have told them that Frontier fails to maintain enough working lines in their area to provide adequate phone and internet access services to all of the customers to whom it has sold these services in that area. In this apparently common circumstance, Frontier’s practice is that, when one customer is out of service [or is receiving impaired service] and requests repair, in order to restore service to that subscriber, Frontier disconnects, without notice, the service of another subscriber, and “swaps” the other subscriber’s working lines or cards for the non-working line or card of the subscriber whose service is being restored.

A typical example is the public comment of Debra Boldt of Glen, Minnesota, who lives on a lake with some summer residents.⁶⁶ Ms. Boldt reported that to restore service to one neighbor, Frontier switches non-working lines with the working line of a summer resident who may not know their service is disconnected until they next visit; and, when that person complains, Frontier will then switch the working line from a different resident.

Similarly, Tom Grant testified at the Lakeville public hearing that Frontier technicians have told him, “they basically move cards or switches to be able to solve the problem for that individual customer, while knowing full well that that creates havoc for others that reside on that same node.”⁶⁷

Wayne Nierenhausen testified that technicians have told him: “[W]hen they get a complaint, there’s some kind of card within that box that’s a quarter mile from my house that they will change to basically whoever made the complaint to get faster speed, but then when another call is made, they’ll switch that card out, put it to whoever made the complaint, and then put the old card back in.”⁶⁸

Conclusion

As the Commission fashions relief for Frontier customers and determines other corrective action, the Commission should take into consideration the fact that Frontier’s bundled phone and internet access services are directly negatively impacted by Frontier’s internet access service-related lengthy delays, poor service quality, and inadequate facilities or records of facilities.

⁶⁶ Attachment 1 – Debra Boldt Public Comment of Sept. 26, 2018 (DOC 10 – 001450-51).

⁶⁷ Attachment 1 – Tom Grant Public Testimony of Sept. 26, 2018 (DOC 5 – 000672-78).

⁶⁸ Attachment 1 – Wayne Nierenhausen Public Testimony of Sept. 26, 2018 (DOC 5 – 000668-72).

F. RETENTION OF RECORDS. Records to be maintained in sufficient detail to review service performance.

From complaints received by regulatory agencies, and from Frontier's responses to discovery, it appears that Frontier fails to reasonably create and maintain records. Accurately creating and maintaining records is critical for a company to be able to analyze its procedures and actions. Accurate records are also necessary for state regulatory agencies to be able to determine whether a company is complying with the law and rules, and thus operating in the public interest. Frontier's operating practices have resulted in records that cannot be relied upon to demonstrate Frontier's compliance with Minnesota Statutes and Rules, which are intended to allow for an accurate analysis of whether a telephone company has adequately performed its duties.

Minn. R. 7810.0400 states: "Each telephone utility shall maintain records of its operations in sufficient detail to permit review of its service performance, and such records shall be made available to the commission upon request. All records required by this chapter shall be preserved for the period of time specified in the current edition of the Federal Communications Commission's records retention schedule, unless otherwise specified by the commission."

Frontier's poor record creation and maintenance practices have masked its poor service quality, which might otherwise have come to light much sooner. Had the facts on Frontier's service quality been known sooner, not only could problems have been addressed, but also customers would have received bill adjustments and AFOR Out of Service (and other) credits owed to them for Frontier's failure to meet its service quality requirements under Minn. R. 7810.1400 and Frontier's AFOR plans. These requirements include the following:

- Minn. R. 7810.1400, subp. 2 states in part: "In the event a customer's service is interrupted otherwise than by negligence or willful act of the customer and it remains out of order for 24 hours after being reported to the utility, adjustments shall be made to the customer, based upon the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service."
- Frontier's AFOR plans required Frontier to provide: (a) a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for the first two days (Residential) and one day (Business) that there is a service outage; (b) credit a residential customer \$5 per day for each day after 48 hours and business customers \$10 per day after 24 hours for service outages, and (c) if the company misses a repair ticket commitment date for voice service, and the customer is required to be at the premises, Frontier will provide a bill credit of \$10 for a residential customer or \$20 for a business customer for each trouble report.

1. Frontier's Inadequate Out of Service Reporting.

Frontier's Out of Service Report, which was required by Frontier's AFOR plans, was an important record that was intended to enable the Commission to assess Frontier's service performance. The AFOR plans required Frontier to prepare a separate Out of Service Report for each month for each exchange service area.⁶⁹

Out of Service Reports were prepared by Frontier based on its own records relating to service performance. The most significant records for preparing the Out of Service Reports were the "repair tickets"⁷⁰ that the Company "opens" when a service outage is reported, and "closes" when service is restored. Minn. R. 7810.5800 requires companies to have an objective of repairing 95% of out of service conditions within 24 hours, and the AFOR plans provided a monetary remedy when Frontier failed to restore a customer's service within 24 hours.⁷¹

Frontier included in its Out of Service Reports outages where the repair tickets assigned a "closing code" indicating Frontier was at fault for the outage. Tickets with a closing code of "customer-caused" were not included in the Out of Service reports to the Commission. For this reason, the accuracy of the closing code was important in determining whether Frontier met its objectives in restoring service after outages. During its investigation, as is discussed in the following sections, the Department learned that Frontier was not accurate in assigning closing codes, and that Frontier omitted very high percentages of untimely service restorations from its reporting to the Commission; that it, it appears to have significantly overstated its performance for a period of years.

2. Frontier's Process for Opening Repair Tickets on Service Bundles Results in Under-Recording and Under-Reporting of Telephone Outages.

Frontier customer service representatives do not review the various services on an account when a customer reports a line outage. Frontier's response to the DOC IR No. 50 states that, if the customer does not specify that telephone service is part of the line outage,

⁶⁹ Frontier's AFOR provides it will monitor and report annually to the Commission and Department on the following five service quality standards: (i) Time intervals for installation of service (within three business days); (ii) Time intervals for restoration or repair of service (clear 95% of all out-of-service troubles within 24 hours); (iii) Trouble rates (average rate of all customer trouble reports in an exchange to not exceed 6.5 per 100 telephones per month); (iv) Held orders (daily average of no more than 4 held orders—primary line service not provided within 30 days or on date requested if later); (v) Answer time (service center calls on hold no more than 60 seconds on average). Frontier's AFOR also required the filing to "include monthly results on *an exchange basis* for the Time intervals for installation of service, Time intervals for restoration or repair of service, and Trouble rates measures." For other measures, monthly results were to be provided on *a state-wide basis*. Attachment 5 – Frontier AFOR Plan ¶ V. Citizens AFOR plan contains identical reporting requirements. Attachment 5 – Citizens AFOR Plan ¶ V.

⁷⁰ Troubles and Repairs both have the same meaning in these comments unless indicated otherwise. A repair report and trouble report are the same report.

⁷¹ Attachment 5 – Frontier AFOR Plan ¶¶ V(C)(ii), V(E)(2).

Frontier does not ask and does not open a trouble ticket on the telephone service outage, but instead treats the line outage as concerning only loss of internet service, which is neither reportable under the AFOR, nor a basis for paying credits if service is not timely restored.⁷² Because many--perhaps most-- Frontier customers subscribe to service “bundles” that include telephone and internet service,⁷³ this process results in the under-reporting of untimely Frontier phone outages.⁷⁴ The under-reporting of extended telephone service outages resulted in the Commission lacking accurate service quality information when Frontier operated under AFOR plans, and in customers being deprived of Out of Service bill credits owed to them.

For example, an outage in Wyoming, Minnesota in July 2017 (the July 2017 Wyoming Outage) illustrates how Frontier’s process for inaccurately opening and coding repair tickets resulted in substantial under-recording and under-reporting of extended telephone outages. A lightning strike occurred in Frontier’s Wyoming exchange in July 2017.⁷⁵ As a result, 38 Frontier customers lost telephone service⁷⁶ but Frontier identified the telephone service outage on only 17 of the trouble tickets, and Frontier did not record a telephone service outage for the other 21 (55 percent) customers who lost phone service, but recorded the outages as “internet-only” outages, which it does not report on its AFOR Out of Service reports to the Commission.

To compound this under-recording error, Frontier identified via discovery a second deficiency in its process for recording trouble tickets: a software error in how it “coded” trouble tickets. In response to a Department IR about the 17 telephone trouble tickets in the July 2017 Wyoming Outage, Frontier disclosed that it found that Frontier had been systematically and routinely assigning a “customer-caused” trouble code in the software program that managed the coding of Frontier’s trouble ticket closures.⁷⁷

Initially Frontier had claimed a technician made an error when closing the tickets in the July 2017 Wyoming Outage as “Customer Caused.”⁷⁸ When the Department, in an Information Request, asked for all of this particular technician’s tickets for the months of June, July, and August in 2017, to determine whether this technician had an unusually high number of customer-caused ticket closures, Frontier determined that, rather than the problem being a

⁷² Attachment 2 – Frontier Response to DOC IR No. 50.

⁷³ Frontier reports that approximately 60% of its internet service customers also purchase telephone service. Attachment 2 – Frontier Response to DOC IR No. 48.

⁷⁴ Frontier’s processes do not allow for out of service credits when the report code is DSL but the phone service is also out if the customer has not specifically reported that both phone and internet service are not working. Attachment 2 – Response to DOC IR No. 50 (stating that a special ticket type is created that allows for credit if a customer specifically reports a simultaneous internet and phone outage); and Attachment 2 – Response to DOC IR No. 55 (stating Frontier will open a voice ticket “if *the customer* informs the Frontier representative that *both* their internet and phone service are not working” (emphasis added)).

⁷⁵ Attachment 2 – Frontier Response to DOC IR No. 62.

⁷⁶ In addition to the 38 phone customers who reported a phone outage, five customers reported a loss of their internet access (only) service.

⁷⁷ Attachment 2 – Frontier Response to DOC IR No. 44.

⁷⁸ Attachment 2 – Frontier Response to DOC IR No. 16.

single technician’s error, it was a software error-- a reference table in its data warehouse – that assigned the wrong description to the “fault” code for the 17 telephone repair tickets. In the Wyoming example, that meant that, as a result of the miscoding, the 17 Wyoming outages that had been properly identified as telephone outages were then mis-recorded as having been caused by each of the customers, and therefore, the 17 phone outages were not reportable on the AFOR Out of Service Report for July in the Wyoming exchange.

The net result of these two errors, in how Frontier’s customer service opened telephone repair tickets—as “internet-only”-- and in how Frontier’s software coded the closing of telephone repair tickets --as being the fault of the customer, instead of the fault of the Company--was that none of the 38 phone outages that occurred in the July 2017 Wyoming Outage, in which subscribers were without phone service for 14 days, were reported by Frontier in its July 2017 Out of Service Report.⁷⁹ If Frontier had correctly recorded and reported the 38 extended phone service outages on its Wyoming July Out of Service Report, the Report would have indicated that Frontier opened 60 trouble tickets that month in Wyoming, of which only 20 trouble tickets were repaired within 24 hours, *for a 33.3 percent performance quality*, a significantly lower percentage than the 95 percent required.

Even more significantly, Frontier’s Response to the Department indicated that the software error, with the data warehouse assigning the wrong description to the closing fault code, had gone uncorrected for almost two years and affected almost 1,200 extended telephone service failures.⁸⁰ These improperly coded extended telephone service outages were not reported to the Commission as telephone outages in its AFOR reporting. The affected customers were not provided with bill credits owed them under Minn. R. 7810.1400 and the Company’s AFOR plan.

3. Frontier’s Practice of Closing Repair Tickets Even Though the Customer’s Service Has Not Been Restored Results in Under-Recording and Under-Reporting of Telephone Outages.

Another problem with the accuracy of Frontier’s records is Frontier’s practice of closing repair tickets, even though the customer’s service has not been restored. This practice results in records that overstate Frontier’s repair performance. Similarly, the “disappearance” of repair tickets, which numerous customers called “lost” tickets based on representations of customer service representatives, removes the report of the outage from Frontier records. Again, if Frontier records do not show that there was an outage, it overstates performance. Records affected by prematurely closed and “lost” tickets would not only mask poor service quality, but would also result in customers not receiving bill adjustments and credits owed to them for the failure of Frontier to timely restore service.

⁷⁹ Attachment 2 – Frontier Response to DOC IR No. 46.

⁸⁰ Frontier stated that this error appears to have been ongoing since the first half of 2017, over a year before the July 2017 Wyoming outage. Attachment 2 – Frontier Response to DOC IR No. 64.

Many Frontier subscribers complained that, when they call to check on the repair status of a previously reported outage, they were told there was no repair ticket for the outage. Customers are told the ticket is “lost” or that the ticket was closed, even though the repair had not been made. This forces the customer to again request repair, and Frontier to issue a second repair ticket, with a new due date. And the subscriber again must wait for Frontier to fix the problem. If the service is timely repaired, then Frontier would record it has met the standards for repair.

One Frontier customer, Ms. Elizabeth Mohr testified at the public hearing in Wyoming, Minnesota that “We’ve all seen lost tickets, both for the phone and internet. My phone was out for 12 days. They never came out to fix it. They just are working one day, and I called and I said, Oh, do I get a credit? They said, No, we don’t [have] a ticket that shows your service was out, so we can’t give you a credit.”⁸¹

Another customer, Ms. Nita Utterback, stated that when she has reported her telephone and internet access service to be out of service, “[a] lot of times I would get a phone call, hey, it’s all fixed. And the phone would be fine, but the internet would still be down. So I’d call and say, yeah, the phone is fixed, but not the Internet. Oh, well that service ticket has been closed. I’m sorry, you’ll have to open a new one. So another two to three weeks to get the Internet fixed.”⁸²

Yet another customer, Ms. Maureen Holtzman, reported that “[w]hen I would reference the helpdesk ticket confirmation numbers that I was given, they would have frequently been ‘lost’ and I would have to start over with a new representative.”⁸³

Similarly Ms. Karen Miller explained, “[w]hen I was making complaints every day, I asked for the records of all my complaints to be sent to me because the manager would not get on the phone and explain to me why there are so many issues. The manager told the customer service representative I was speaking to that they are not allowed to give me the records on my account because they own them. While I was talking to the customer service representative she said, ‘OMG, your records are being deleted.’ I asked how that could happen and she stated she didn’t know”.⁸⁴

As these examples show, Frontier appears to routinely fail to comply with Minnesota Statutes and Rules requiring accurate records of outages and repairs. Frontier’s apparently common practice of closing or losing repair tickets, without regard to whether the repair has been effected means that Frontier has over-stated its quality of service performance for making timely repairs, and denied customers credits they deserve where Frontier has not repaired the

⁸¹ Attachment 1 – Elizabeth Mohr Public Testimony of Sept. 12, 2018 (DOC 3 – 000380-84).

⁸² Attachment 1 – Nita Utterback Public Testimony of Sept. 4, 2018 (DOC 1 – 000039-40).

⁸³ Attachment 1 – Maureen Holtzman Public Comment of Feb. 17, 2018 (DOC 6 – 000832).

⁸⁴ Attachment 1 – Karen Miller Public Comment of Mar. 21, 2018 (DOC 8 – 001141).

customers service in a reasonable amount of time. The Affidavit of Jeff S. Lacher⁸⁵ explains how tickets are handled and closed or “lost:”

4. When a Dispatcher knows that a technician will be unable to make it to a customer to perform a repair or installation, as scheduled,⁸⁶ the Dispatcher sends the record into an auto-dialer system as there will need to be a new date scheduled for the repair. The auto-dialer calls the customer number that is on the ticket or order.⁸⁷ The customer hears a recording, which states that a technician is unable to be there today. The customer is either provided a new date and time when the repair is scheduled, or instructed to call back into Frontier to schedule a different day and time. In this process, a new due date is assigned.

5. If there is no call back number for the customer **or the only number is out-of service**, the customer's job is placed back into "Pending". When it hits the "Pending" queue after being "Jep"⁸⁸ called, the Pending Queue loads the Techs with their jobs for the following day. Again, if the Techs cannot get through the jobs on their load, they would either call the customer or send it back to the Pending queue, where it again goes to the auto-dialer, as described above.

6. Customers that were expecting a technician who did not arrive as scheduled may call Frontier and be told that their ticket was lost. Tickets cannot be "lost." Tickets are either open, closed once completed, canceled by the customer if they call back and the service is now working, or deactivated.

Because the “closing” of a repair ticket is the data used to show that a repair has been complete and service restored, Frontier’s records affected by prematurely closed and missing tickets mask poor service quality and result in customers not receiving bill adjustments and credits owed to them.

⁸⁵ Attachment 3 – Affidavit of Jeff S. Lacher.

⁸⁶ In Note 1 to the Lacher Affidavit, Mr. Lacher said: “1. The calls are then referred to as ‘Jep’ calls-meaning that they are in Jeopardy of not getting done by the scheduled time- but in practice they were not in jeopardy in the sense that it was clear they are already late).”

⁸⁷ In Note 2 to the Lacher Affidavit, Mr. Lacher explained: “Tickets” refer to Out-of-Service or other problem calls. “Orders” refer to new service or upgrade calls. Collectively, “Tickets” and “Orders” are referred to as “jobs.”

⁸⁸ Note 1 to the Lacher Affidavit.

4. Frontier Fails to Provide the Required Credits for Out of Service Conditions Due to Inaccurate Record Keeping.

Failure to adjust the bill, as required by Minn. R. 7810.1400, or provide the required credit⁸⁹ per Frontier's former AFOR plan Out of Service provision⁹⁰ happens when:

- No ticket was opened on the phone service outage if the customer has a bundle with phone and internet access service, even though the phone service was not working, because the ticket was opened for the internet service outage only;
- There is no record the customer called and the customer has to call back and open a new trouble ticket;
- The ticket was closed without the repair being done, the customer has to call back and request the repair again, causing Frontier to open a new trouble ticket;
- The technician who performed the repair coded the ticket inaccurately;⁹¹
- An "error" in Frontier's software caused the wrong closing code to be applied (for example it identified the trouble as customer caused when it was not); and
- Frontier creates a common cause ticket when the needed repair affects multiple customers, and closes the ticket when the common cause problem is repaired, without addressing other problems individual customers reported.

5. Frontier Fails to Record ALL Complaints as Required

Frontier's definition of a complaint is limited to any complaint received by an outside agency such as the Commission, the Department, the Minnesota Attorney General, a federal agency such as the FCC, or the Better Business Bureau (BBB). Even with the limited definition of what constitutes a complaint, Frontier does not seem to manage those complaints.⁹² For

⁸⁹ AFOR ¶ V(E)(2) specified that, if Frontier failed to reinstate basic primary residential service within 48 hours and basic primary business service within 24 hours of the outage Frontier would provide the customer a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for the first two days (Residential) and one day (Business) that there is a service outage. Frontier would also provide the customer \$5 for each day thereafter that the Residential customer is out-of-service and \$10 for each day the Business customer is out-of-service.

⁹⁰ AFOR § V (C) (ii) stated "Time intervals for restoration or repair of service. Pursuant to Rule 7810.5800, the objective will be to clear 95% of all out-of-service troubles within 24 hours of the time such troubles are reported, or by appointment date, if later."

⁹¹ Not only are protracted phone service outages not reported to the Commission, but credits to a customer's bill were not required if the repair ticket was closed using a code reflecting that Frontier was not responsible for the outage. For example, if the customer contacted Frontier because the phone service was not working, and the problem identified by the Frontier technician was that the customer's phone set no longer worked, the cause for that trouble is not assigned to Frontier. However, if the problem is with Frontier, and if the technician assigns an inaccurate closing code to the ticket, such as "customer-caused," Frontier will not adjust the customer bill or provide a credit.

⁹² Frontier's limited definition of complaint and other record keeping problems have created to difficulty in the Department's efforts to ensure consumers concerns are being addressed and monitor compliance. For example, when the Department requested information regarding a complaint made by the Jasper City Council by letter,

example, DOC Information Request (IR) Nos. 2, 51, and 53 all request Frontier to provide the complaints sent to Frontier from the CAO, DOC, AG, FCC and the BBB. Frontier should have provided the Department all those complaints that came to Frontier via state and federal agencies, and the BBB since January 1, 2017. When the Department compared the complaints Frontier provided to the Department via the information request, with the complaints the CAO had provided to Frontier, it was immediately evident that most of the complaints the CAO had sent to Frontier were not included in Frontier's Response to DOC IR No. 51.⁹³

On October 22, 2018, the Department asked Frontier to supplement its response to IR No. 51. Concerned that Frontier's earlier response appeared to have omitted complaints, the Department provided Frontier with the last name and the CAO Case ID # of ten records that it believed had been omitted from Frontier's initial response.

On October 31, 2018, Frontier asked the Department for more information on three of the ten complaints that were missing. Frontier asked for "full names, dates, phone numbers" because Frontier was unable to locate the three complaints by using the last name and CAO case ID number.

In Frontier's Supplemental Response of November 1, 2018, to DOC IR No. 51, which requested **all** subscriber complaints in Frontier's possession that had been "filed by Frontier customers with the Commission in the course of this investigation," Frontier provided **no additional records** other than the ten subscriber complaints that the Department had specifically identified.

It appears that Frontier is failing to meet the requirements of Minn. R. 7810.1200 requiring utilities to make and keep a record of all complaints received by it from its customers, including the name and address of the complaining customer, the date and nature of the complaint, and its disposition and date, and to maintain the records in "such a manner as will enable it to review and analyze its procedures and actions."

6. Conclusions Regarding Frontier's Failure to Make and Retain Adequate Records

Among other problems, it appears that:

- Frontier does not accurately record and report telephone outages, in violation of Commission rules.
- Frontier cancels, closes, or "loses" repair tickets before the repair is made, which leaves the customer's service out of order, understates outages, and denies the customer of any credit that is due.

Frontier responded that it had no record of that complaint and could not locate any such letter in its files. Attachment 2 – Frontier Response to DOC IR No. 61.

⁹³ Frontier claimed in response to Department discovery that it had provided all complaints from regulatory agencies including the Commission (CAO). Attachment 2 – Frontier Response to DOC IR No. 66.

- Frontier appears to employ record creation procedures, including use of an auto-dialer when a repair commitment cannot be met, that may require the customer to “initiate” a subsequent call to schedule an appointment and increase the duration the customer is out of service.
- Based at least in part on its improper record creation practices, where the telephone service outage is not identified on the trouble ticket, Frontier denies bill adjustments and credits that Frontier owes to customers for service-outage related conditions.
- Frontier is unable to accurately analyze and correct its own performance, because it does not track complaints in a manner enabling it to do so.
- Frontier’s poor record creation and maintenance practices mean that regulatory agencies cannot rely upon the company’s records to assess Frontier’s service quality.

In regulatory filings, the telephone utility controls the information provided to parties; however, it is also the utility’s responsibility to provide truthful and accurate representations of facts and information. If utilities withhold information, either intentionally or unintentionally, then the implicit assumptions of the regulatory compact cannot be fulfilled. Regulators are unable to determine whether information is accurate or represents the entirety of facts related to a given inquiry.

From the large number of complaints received by regulatory agencies, and from Frontier’s responses to discovery, it appears that Frontier’s failure to reasonably create and maintain records has resulted in records that cannot be relied upon for purposes of determining Frontier’s compliance with several Minnesota statutes and rules that set service quality standards. The recommendations of the Department, in numerous areas of these Comments account for the fact that Frontier’s records cannot be relied upon.

G. REPORT TO COMMISSION ON SERVICE DISRUPTION. Frontier Has Failed to Report Service Disruptions Affecting a Substantial Number of Customers

Minn. R. 7810.0600 requires that telephone companies report to the Commission any service disruption to a “substantial” number of customers.⁹⁴

The Department is not aware of any service disruption that Frontier reported to the Commission, and Frontier’s responses to Department IRs and subscriber complaints suggest that Frontier has not done so. The term “substantial” is not defined in Minn. R. 7810.0600, however, Minn. R. 7810.5800, regarding interruptions of service, requires telephone utilities to report to the Commission a prolonged and serious interruption of service to a “large” number of customers, while Minn. R. 7810.0600 concerns occurrences that disrupt a “substantial” number of customers.

⁹⁴ Minn. R. 7810.0600 requires that “[e]ach telephone utility shall report promptly to the commission any specific occurrence or development which disrupts the service of a substantial number of its customers or which may impair the utility’s ability to furnish service to a substantial number of customers.”

The Department learned of at least two such outages that should have been reported to the Commission.

The first outage took place in July 2017 in the Wyoming exchange, caused by a lightning strike. The outage lasted 14 days, beginning on July 8th with service restored on July 21st, and 38 customers were deprived of telephone service during the outage.

The second outage occurred in the Crane Lake exchange during the summer of 2018, and was also caused by a lightning strike. One customer was out of service for 50 days, from June 29th until August 17th. In response to DOC IR No. 72, which asked whether the customer was provided credit under the AFOR plan's remedy for out of service, Frontier said it was not required to report this outage for service quality purposes under the AFOR, and that:

As noted above, a large area of Frontier's service territory in Northern Minnesota was impacted by a series of lightning storms. These storms caused widespread damage to Frontier cable facilities. Repair of affected cable, and in some cases replacement of cable, was a time consuming effort with work spread over a relatively large geographic area. In many cases, access to the impacted cable was difficult as much of the affected area is remote. Much of the impacted cable was submarine cable placed in lakes and other water bodies. Accessing, inspecting, and repairing that underwater cable required access by boat. Obtaining and coordinating suitable boats and repair equipment was difficult. Repair of the underwater facilities was dependent to some degree upon weather. Thus, Frontier could not repair all trouble immediately, but was required to engage in a repair effort over several weeks and over a widespread geographic area to address all the damaged cable.⁹⁵

Although Frontier admits the damage was widespread and restoration was difficult, Frontier did not report this outage to the Commission as required under Minn. R. 7810.0600, or Minn. R. 7810.5800.

Recommendations

- 1) Require Frontier to show cause on why the Commission should not find that it has violated Minn. R. 7812.0600, requiring Frontier to report promptly to the commission any specific occurrence or development which disrupts the service of a substantial number of its customers or which may impair the utility's ability to furnish service to a substantial number of customers.

⁹⁵ Attachment 2 – Frontier Response to DOC IR No. 72.

- 2) Other recommendations related to this matter are provided with other sections to these comments.

H. INFORMATION AVAILABLE TO CUSTOMER AND PUBLIC. Frontier Fails to Provide Its Customers with Convenient Access to Qualified Personnel, Including Supervisors.

Based on more than 40 customers' complaints about Frontier's painfully inconvenient customer service, and representatives who seemingly often provide false information, Frontier appears to have implemented unreasonable business practices that violate Minn. Stat. § 237.06 and Minn. R. 7810.1000.

Minn. R. 7810.1000⁹⁶ requires telephone utilities like Frontier to provide customers "convenient access" to qualified personnel, including supervisors, to provide information on services and rates, process service orders, explain charges on bills, adjust erroneous charges, and otherwise represent the telephone utility. Minn. Stat. § 237.06 requires Minnesota telephone companies to furnish reasonably adequate service and facilities for the accommodation of the public, at fair and reasonable rates.⁹⁷ The Legislature specifically charged the Commission, as it performs its responsibilities, with the duty to consider "state goals" of maintaining reasonable rates and maintaining or improving quality of service.⁹⁸

Although Frontier customers have described Frontier's field technicians as wonderful, they do not have the same sentiments as to Frontier's customer service representatives. Subscribers received inaccurate information and expressed great frustration when dealing with Frontier's customer service personnel, even characterizing the service as being rude and/or unhelpful. Customers also said Frontier's customer service representatives would often refuse to transfer the customer to a supervisor or the supervisor would fail to return their call as requested. The following are fairly typical complaints about Frontier's representatives:

Many customers reported that contacting Frontier was anything but convenient, describing long hold times prior to speaking with a customer service representatives. Also, several consumers reported that they believed Frontier representatives were unqualified, untrained, or otherwise provided them with inaccurate information:

⁹⁶ Minn. R. 7810.1000, subp. 1 states: "Access to information provided. Business offices shall be staffed to provide customers and others with convenient access to qualified personnel, including supervisory personnel where warranted, to provide information relating to services and rates, accept and process applications for service, explain charges on customers' bills, adjust charges made in error and to generally act as representatives of the utility."

⁹⁷ Minn. Stat. § 237.06 states: "It shall be the duty of every telephone company to furnish reasonably adequate service and facilities for the accommodation of the public, and its rates, tolls, and charges shall be fair and reasonable for the intrastate use thereof. All unreasonable rates, tolls, and charges are hereby declared to be unlawful."

⁹⁸ Minn. Stat. § 237.011 states that ". . . state goals that should be considered as the commission executes its regulatory duties with respect to telecommunication services [include] . . . (2) maintaining just and reasonable rates" and "(5) maintaining or improving quality of service."

- Ms. N said⁹⁹ she had been trying to get telephone service for her 82-year-old mother, who lived in a senior living center. Ms. N. had contacted Frontier customer service to buy phone service, but was informed that Frontier “would not set up phone service for her mother unless she also purchased internet service” because, the Frontier representative claimed, “the area in which her mother lives requires bundling of these two services.”
- Mr. J. P. first requested telephone service in June of 2017.¹⁰⁰ Frontier customer service informed him that Frontier did not serve his area; several neighbors, however had Frontier phone service. Mr. J. P. said that after a year of repeatedly calling Frontier, a Frontier customer service representative “found my records and opted to cancel the existing order and start a new one.” After the installation finally was scheduled for June 19, 2018, the technician failed to show up. Mr. J. P. again called customer service, he said:

Called back, as I had not heard from dispatch. First person checked on order and tried to reroute me to dispatch. Got someone from technical support who said she could not help and sent me back to customer service. Another wait for an agent then this guy couldn't even find my information. It was so bad he kept calling me Mr. Nichols and couldn't even keep straight why I called in the first place. I asked to speak to a supervisor so while I was waiting I found the Frontier FB page and saw I could communicate through Messenger. I conversed with a guy named Dennis ... At 3:00 he advised a service tech would be there within 30 minutes. After an hour and no service guy, he finally advised dispatch had “lied” to him and they couldn't make it until the next day.

After several more months without phone service, and another dozen calls with Frontier representatives, Mr. J. P. contacted the CAO on September 11, 2018. Incredibly, the response by Frontier shows that the its records reflect an installation request created on June 14, 2018, a year later than when Mr. J. P. first attempted to obtain service. Frontier's response to the CAO said Frontier would install service on October 5, 2018, “as requested by the customer.”

- Ms. Jayne Shaffer of LeRoy, Minnesota said:¹⁰¹

We have had a very frustrating last several months with Frontier. The recent and most frustrating issue has been extended periods of time without service. ... When I called it in, my call was answered

⁹⁹ Office of the Minnesota Attorney General correspondence to Frontier of April 11, 2018 on behalf of Ms. N. of Kettle River, Minnesota. (DOC 26 – 003634) (Nonpublic).

¹⁰⁰ Mr. P. Nonpublic Complaint to PUC of Sept. 11, 2018 (DOC 30 – 004341).

¹⁰¹ Attachment 1 – Jayne Shaffer Speak Up Comment of mid-Sept., 2018 (DOC 14 – 001922)

by a customer service tech named Jesse, who's greeting was as follows: "HELLO, HELLO, HELLO!! Thank YOU for calling Frontier!!" It was so loud and unprofessional that I had to wonder how it was permitted in what is supposed to be a communications business.

In Ms. Shaffer's experience, "[e]ach call to the service department lasted a minimum of 25 minutes to a max of one hour." Most recently, in late August, the phone went out again, and the service call lasted 1 hour 39 minutes. Ms. Shaffer states she:

was cut off, transferred without being able to fully describe my problem, put on hold for long periods, and finally dropped to begin the process again. When I became disgusted, I was told I was being rude and inappropriate. I explained that was not my intent, but that this had been extremely frustrating, having just gone through this barely a month before. I told them at one time, service like this was amended by giving a customer a refund or a month of free service. I was told I would have to contact customer service again when my service was restored. I haven't been able to bring myself to go through that experience, as I know where it got me last time.

Ms. Shaffer concluded that, "[i]t seems that the Frontier customer service department is totally immune to anything that the customer says, perhaps because they deal with so many unhappy customers due to their company's poor service."

Other consumers reported that Frontier's customer service representatives would either refuse to transfer them to a supervisor, when requested, or supervisors would fail to return calls as promised or requested.

For example, Ms. Barb Samarzia of Holyoke, at the McGregor public hearing said, after hearing other subscriber's statements to Judge Oxley that, "[o]ur experiences are the same as everybody else's, it's just uncanny how service can be so horrible."¹⁰² She explained that on one occasion, when she attempted to obtain assistance for loss of service, a Frontier technician who happened to be in the area worked with her for two hours, trying to get customer service to accept Ms. Samarzia's report of the service problem, and to open a repair ticket, so the technician could perform the repair. The customer service representative refused to open a repair ticket or to allow Ms. Samarzia or the technician to speak with a supervisor; as a result, the service was not repaired. On another occasion, after having been kept waiting on hold for a half-hour, the representative said she would call Ms. Samarzia back, but did not do so. Most recently, said Ms. Samarzia, on August 27, she:

"called Frontier for repair for our phone . . . at 12:30, the first time when I reached the menu to hit number 5, I did so and it promptly

¹⁰² Attachment 1 – Barb Samarzia Public Testimony of Sept. 5, 2018 (DOC 2 – 000207).

hung up. I called back and was on hold for at least five minutes when I was cut off. I called a third time and this time they asked for a call-back number, which he [Ms. Samarzia's husband] gave, and he spoke to somebody about it and they said they had to do a line test. After a number of seconds I was hung up on. Called back again at 12:47. John, at 1:05, said he was transferring me to a copper technician. She asked me for a call-back number and I gave it to her and then I got a dial tone. Hung up on me again. 1:15. Now it's 1:42 and I have no call back. So we were out of phone service for about a week and a half."

Ms. Samarzia concluded: "I don't even dare call Frontier to get some money back, it won't happen. They've already told me that fact in 2017, I'll never get any money back from any service not done."

Similarly, Ms. Peggy and Mr. Doug Lashmett reported that while attempting to dispute Frontier's auto-renewal of their contract, after they specifically requested it not be auto-renewed, they were assured a manager would call them back once one was available, but no manager ever called back.¹⁰³ Ms. Ruth Hunecke reported that while trying to resolve a billing dispute with Frontier, she "asked to speak with management" and was told "that management would not be able to help me either."¹⁰⁴

Conclusion

Complaints of consumers indicate that Frontier falls significantly short of meeting its obligations under Minn. R. 7810.1000. Access to representatives is almost always inconvenient, with long hold times, and customers often report being hung up on or passed from one representative to another. Many subscribers describe Frontier representatives who appear unqualified—either unable or unwilling—to address the customer's concerns. Seldom have supervisory personnel been reported by customers to be available or willing to assist them. Customers and prospective customers report encountering Frontier representatives who often fail to provide information relating to services and rates, accept and process applications for service, explain charges on customers' bills, adjust charges made in error, or otherwise assist them.

Recommendations

The Commission should order the following relief:

- 1) Find that Frontier has violated Minn. R. 7810.0100 by failing to provide convenient access to personnel, including supervisory personnel.

¹⁰³ Attachment 1 – Peggy and Doug Lashmett Public Comment of Apr. 8, 2018 (DOC 8 – 001187).

¹⁰⁴ Attachment 1 – Ruth Hunecke Public Comment of Feb. 19, 2018 (DOC 6 – 000816).

- 2) The period of the violation should be found to have started no later than when the Commission initiated this investigation and should continue until such time as Frontier demonstrates affirmative steps have been taken to achieve compliance with the rule.
- 3) Require Frontier within 60 days of the date of the Commission's Order to demonstrate that it complies with Minn. R. 7810.1000, by filing evidence, showing that it has implemented practices to ensure it meets its obligations. The filing should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to its accuracy.
- 4) Require Frontier within 60 days of the Commission's order, to prepare a proposed written notice to its customers: (a) informing customers of the company's obligations under Minn. R. 7810.1100 and (b) stating that, if any customer believes that the Company has failed to comply with these requirements, they should contact the Department of Commerce at 651-539-1883 or telecom.commerce@state.mn.us. All instances presented by subscribers will be used to determine the number of violations of the rule. The notice that Frontier proposes should be submitted for review to Commission and Department of Commerce staff, and, if there is agreement, approved by the Executive Secretary. After the notice is provided to current customers, the Company shall file proof of compliance, including an affidavit of a Frontier executive officer attesting to the veracity of the information.

I. COMPLAINT PROCEDURES. Frontier Fails to Contact the Customer within 5 Business Days, and Once Every 14 Calendar Days Thereafter on the Status of Unresolved Complaints.

From the more than 40 complaints and comments of subscribers and others, it appears that Frontier does not have procedures to ensure that customers with complaints are contacted within five business days, and every 14 days thereafter, until the complaint is resolved or sent to the Commission, as is required by Minn. R. 7810.1100.

Minn. R. 7810.1100 requires telephone companies to have personnel available to hear inquiries and complaints, and to employ qualified personnel to receive and, if possible, resolve all customer inquiries, requests, and complaints.¹⁰⁵ When a complaint cannot be immediately resolved, the utility must contact the customer within five business days and at least once every 14 calendar days thereafter, to advise the customer regarding the status of its investigation the complaint is mutually resolved; or the utility investigates and unilaterally resolves it; or the customer files a written complaint with the Public Utilities Commission (or the courts).¹⁰⁶

¹⁰⁵ Minn. R. 7810.1100, subp. 1.

¹⁰⁶ Minn. R. 7810.1100, subp. 2.

When the Public Utilities Commission forwards a customer complaint to the utility, the utility must respond within five business days.¹⁰⁷

- Mr. Dale Burkhardt, who owns land and operates a spraying service in rural Trimont reported on Frontier customer service's unhelpfulness after Frontier caused his telephone line to be cut in July 2018.¹⁰⁸ Frontier failed to restore service, even though he called every couple of weeks. Instead he was hung up on, twice, by customer service. Subsequently, customer service claimed the repair had been completed, when it had not. At the time of the Slayton hearing, his phone and internet access service still had not been restored. This harmed his business, because August and September should have been busy months for crop spraying, but customers could not reach him.
- Ms. T.M. said that, after an outage that began on July 3, she had called Frontier three times to get her telephone service restored to her Finlayson home, but had been ignored by Frontier.¹⁰⁹ She indicated that Frontier had not responded. After a month-long outage with no response from Frontier, she sent her complaint to the Commission on August 3, where Commission staff, Ms. Erin Petschel, assisted her by writing Frontier that same day. The Company's response to the Commission, dated August 14 claimed that a technician visited on July 12, found that a short in inside wiring caused the outage and that "the technician repaired and cleaned up the wires to resolve the concern." Oddly, the same response acknowledged, however, that Frontier, in fact, had had no contact with Ms. Petchel during the month-long outage, and that Frontier on August 6 repaired a faulty port on the remote terminal to restore service. Frontier also stated it credited T.M. only \$65 for the month-long outage, significantly less than the credit required by the AFOR plan.

Ms. K's family lost service on June 30, 2018,¹¹⁰ and on July 01, 2018, she chatted with a Frontier representative who set the repair for July 6, 2018: "I asked if it could be sooner because of my husband's health problems. He indicated the ticket was with the test board and *he was unable to escalate it but to go back on chat in 45 minutes so the ticket could be flagged.* I went back on and when my number was reached sat there for hour and no one chatted. I started over and shortly after 3:00 p.m. *I chatted with Maddi. She had a medical placed on the ticket and indicated a technician would be out sooner than the 6th but she did not have a date.*" Ms. K reported that on July 6, 2018 she still had no response and "went back on chat and after waiting 1/2 an hour got on with Nicole. . . . She said the ticket was still pending. She talked to the dispatcher and indicated they had just got access to the ticket out of testing. It had not been assigned to a technician. So I said 'We just continue to wait and cancel all our plans?'"

¹⁰⁷ Minn. R. 7810.1100, subp. 3.

¹⁰⁸ Attachment 1 - Dale Burkhardt Public Testimony of Sept. 25, 2018 (DOC 04 – 000461-464).

¹⁰⁹ Ms. T.M. Nonpublic Complaint of 2018 to PUC of Aug. 2018 (DOC 22 – 002984).

¹¹⁰ Ms. K. Nonpublic Complaint to PUC of July 17, 2018 (DOC 21 – 002942).

She checked further and told me they did not need access to our home for the repair. (This would seem to indicate they knew what the problem was?)”

No one arrived on the reported repair ticket on July 6 or any time after. When Ms. K contacted Frontier on July 7, the company representative informed her that Frontier records had no ticket to restore service on July 6th

Over the next two weeks, Ms. K repeatedly contacted Frontier, spending long times on hold, *but she received no response, call back, or other assistance.*

Ms. K. began writing to Frontier’s CEO, the Attorney General and the Commission: “My husband is 81 and I will turn 80 in August. We absolutely need this phone for his medical team to take care of him and so our children can keep in touch. Frontier makes no effort to explain the problem or let us know if there is progress....” “Our phone has been out of order since June 30th. There is a medical on it, as my husband has many medical problems. He is monitored daily thru wifi by St. Mary's heart center and if his medicine needs to be adjusted they phone us. *Currently they have to e-mail. First date set for repair was July 6th, although we were told it would be sooner with the medical on it. I have chatted 3 times with your techs and have copies of all. Nobody seems to be able to give me helpful information. We are left in the dark as to why and when. Now they say the 19th of July. What kind of service is that?? We are ½ mile away from the nearest neighbor, 81 and 79 years of age. Have been a customer for years and now we are just ?? nothing?*” Frontier’s only response was a robo-mail noting arrival of her message.

Shockingly, Frontier’s eventual written response to the Commission about Ms. K’s complaint (Frontier “Complaint Number: 71617”) admitted that “Frontier’s consultant submitted a medical expedite request on July 1, 2018.” *For the first time, however, after an outage of almost three weeks, Frontier revealed that Frontier’s procedures assign no meaning to its “consultant’s” request for a medical expedite.* Frontier said that, for an outage to be treated as a medical priority, “A letter/document must be received from Customer’s physician annually certifying that a medical emergency exists and that phone service is essential, and that the letter or document must contain the following:

- State registration or license number of physician.
- Name and address of seriously ill person.
- Name, signature of licensed physician or public health official (nurse or physician's assistant) certifying illness or medical emergency and date.
- Optional - Any services beyond local exchange service that may be necessary to reach customer’s doctor and that absence of such services would be a serious risk of inaccessibility of emergency medical assistance.
- Customer should be instructed letter/document should be mailed to the Frontier Correspondence address or fax Frontier Communications, P. O. Box 5166, Tampa, FL 33675 Fax 888-609-9919

Many Frontier customers and members of the public, and government agencies reported unsafe, unburied wires strung across their property or otherwise in public areas, and informed Commission staff that Frontier essentially ignored their complaints for months, and sometimes years. Among these many complaints is, for example, Mr. K, who eventually filed a complaint with the Commission (and Attorney General’s Office) in July of 2018, regarding exposed, seemingly hazardous wiring strung six months earlier across his property to reach a neighbor’s home.¹¹¹ Despite opening a ticket in April, Frontier failed to bury the cable, “became nonresponsive and unhelpful,” and his calls to complain to Frontier simply disconnected. Twenty days after Commission staff contacted Frontier on his behalf, Frontier responded to say the wires were buried in late July.

Less fortunate are customers such as Ms. B, who filed a July 2018 complaint with the Commission regarding Frontier wiring that had been across her yard and across the alley for more than a year, and repeatedly had to be reattached when the neighbors ran it over and was hazardous to her children, who play in the yard.¹¹² Ms. B’s letter to the President of Frontier even failed to get results, as did the Commission’s July 20, 2018 letter to Frontier. *Frontier’s August 3 response informed the Commission that Frontier could “not guarantee any specific date for project completion.”*

Conclusions

Complaints of customers and other citizens, and correspondence to and from Commission staff on behalf of subscribers and others indicate that Frontier does not meet its obligations under Minn. R. 7810.1100. It appears that Frontier does not have procedures whereby qualified personnel are available during regular business hours to receive and, if possible, resolve all customer inquiries, requests, and complaints. Nor does Frontier have procedures to ensure that customers with complaints are contacted within five business days, and every 14 days thereafter, until the complaint is resolved or sent to the Commission, as is required by Minn. R. 7811.1100. From documents obtained by the Department, it appears that Frontier, in fact, does not even respond to the Commission within 5 days, as Minn. R. 7811.1100 requires.

It is particularly troublesome that Frontier’s procedures for addressing subscriber complaints are so poor that *representatives fail to accurately communicate with subscribers, such as Ms. K, to inform them that their life or death medical emergencies will be disregarded* unless a very specific protocol, unknown to the subscriber, is followed.

Recommendations

The Commission should order the following relief:

¹¹¹ Mr. K. of Rosemount, Nonpublic Complaint to PUC (and AG) of July 11, 2018, (DOC 21-002936).

¹¹² Ms. B. of Truman Minnesota, Nonpublic Complaint to PUC of July 18, 2018 (DOC 21 – 002802-2804).

- 1) Find that Frontier has violated Minn. R. 7810.1100 by failing to contact customers on the status of their complaint within five business days, and every 14 days thereafter, until the complaint is mutually resolved, final disposition of the matter has been made, or the customer files a written complaint with the Commission or the courts.
- 2) If the Commission agrees, the Department staff can review each consumer's comments in this matter and provide an accounting to the Commission, subject to Comment, for the pursuit of penalties.
- 3) Require Frontier to demonstrate that it will comply with Minn. R. 7810.1100 by filing evidence, within 60 days of the date of the Commission's Order showing that it has implemented practices to ensure it can meet its obligations. The filing should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to its accuracy.
- 4) Require Frontier within 60 days of the Commission's order, to prepare a proposed written notice to its customers: (a) informing customers of the company's obligations under Minn. R. 7810.1100 and (b) stating that, if any customer believes that the Company has failed to comply with these requirements, they may contact the Department of Commerce at 651-539-1883 or telecom.commerce@state.mn.us. All instances presented by subscribers will be used to determine the number of violations of the rule. The notice that Frontier proposes should be submitted for review to Commission and Department of Commerce staff, and, if there is agreement, approved by the Executive Secretary. After the notice is provided to current customers, the Company shall file proof of compliance, including an affidavit of a Frontier executive officer attesting to the veracity of the information.

J. RECORD OF COMPLAINT. Frontier's Records of Complaints Are Insufficient to Enable It to Review and Analyze Its Procedures and Actions.

Frontier has stated that it does not keep a record of *all* of its customers' complaints in such a manner that affords it the ability to review and analyze its procedures and actions. Instead, Frontier said, it limits its separate record of complaints to communications sent to Frontier from by state and federal agencies (e.g. the Department, Office of Attorney General, and FCC), and the Better Business Bureau¹¹³, presumably on behalf of customers, Frontier does not record complaints from customers in a manner that they can be aggregated and used by

¹¹³ DOC IR No. 1a asked Frontier to explain in detail how Frontier records complaints, and No. 1b asked Frontier to outline the criteria Frontier uses to determine whether a customer's communication is considered a complaint. Frontier stated in its response to DOC IR No. 1a that only complaints received from outside agencies (such as the Commission or the FCC) are recorded in a Frontier system called Unisys. The Unisys system is used to track and retain customer information related to the complaints (such account number, contact information including address), copies of the original complaint received from the agency, and the Frontier responses. Attachment 2 – Frontier Response to DOC IR No. 1.

Frontier management to analyze its procedures and actions to ensure compliance with the Commission's rules. Nor, apparently, does it have effective procedures in place to treat communications from local governments on behalf of customers as "complaints."¹¹⁴

Minn. R. 7810.1200 requires telephone utilities to record all customer complaints to "enable it to review and analyze its procedures and actions."¹¹⁵

The complaints raised by consumers on Frontier's service quality and operating practices demonstrate that there have been a significant number of problems for some length of time. Yet, the state regulatory agencies appear to have been largely unaware of many of the significant problems experienced by Frontier customers. Only after a large number of customers complained to the Consumer Affairs Office at the Commission, between January 2017 and January 2018, did the Commission determine to open this investigation.

Frontier's disregard of Minn. R. 7810.1200 is largely based on Frontier's definition of what is a "customer complaint." Frontier claims that it does not record, in any readily accessible fashion, customer complaints other than those that come to the attention of third parties, such as the Commission, Commerce, the AG, a federal agency such as the FCC, or the BBB. Because Frontier has not, and continues not to comply with of Minn. R. 7810.1200, its records cannot be relied upon to analyze its quality of service. Since not all customers understand they may turn to a state or federal agency for assistance, or may choose to not do so, it is nearly certain that the complaints that Frontier does track represent only the tip of the iceberg.

As the Commission is aware, the Department disagrees with Frontier's narrow definition of "complaint." In Docket No. P421/C-17-796, the Department recommended the Commission consider clarifying the definition of "complaint" to reduce the potential for gamesmanship in recording and reporting. The Department offered the following definition for the Commission's consideration:

A complaint is any expression of dissatisfaction, whether oral or written, and whether justified, and resolved in the customer's favor or not, from or on behalf of an eligible complainant about the firm's provision, repair and, billing of, or failure to provide such functions of a regulated service. Telephone and telecommunications carriers' records of complaints must include detailed descriptions of each

¹¹⁴ Attachment 2 – Frontier Response to DOC IR No. 61.

¹¹⁵ Minn. R. 7810.1200 states: "[e]ach 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." (emphasis added).

individual customer complaint and the accompanying resolution, to allow the carrier to review and analyze its procedures and actions, as required in Minnesota Administrative Rule 7810.1200.¹¹⁶

The Commission's rules only offer consumer protections if consumers' acts of contacting Frontier's customer service representatives with problems are recognized as complaints. For example, Minn. R. 7810.1100, subp. 2, specifies that, if a "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." If the Commission were to adopt Frontier's narrow definition of "complaint," Frontier (and other carriers) would be allowed to not contact the customer within 5 days.

Other rules that are implicated with the narrow definition of complaint may include:

Minn. R. 7810.1100, subp. 1 states: "[p]ersonnel 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."

Minn. R. 7810.0400 states in part: "Each telephone utility shall maintain records of its operations in sufficient detail to permit review of its service performance, and such records shall be made available to the commission upon request."

Minn. R. 7810.0600 states: "Each telephone utility shall report promptly to the commission any specific occurrence or development which disrupts the service of a substantial number of its customers or which may impair the utility's ability to furnish service to a substantial number of customers."

Minn. R. 7810.0900 states in part: "...all records required by this chapter shall be kept within the state or shall be made available to the commission or its authorized representatives at any time upon request."

As specified in the rule, Frontier is required to record customer complaints in a manner for Frontier executives to correct deficiencies. Frontier does not appear to use complaints as a tool to review and analyze its procedures and actions. This is demonstrated by the large

¹¹⁶ *In re Commission Inquiry into CenturyLink's Compliance with TAP Statutes and Rules*, Department of Commerce's Public Comments at 10 (Mar. 13, 2018) (eDocket No. 20183-140973-02).

numbers of complaints regarding the time it takes to restore phone service to customers,¹¹⁷ especially the compelling complaints of customers with medical needs who have been given misinformation by Frontier customer service.¹¹⁸ The Commission should not allow a situation to persist in which Frontier’s executives could claim to have been kept in the dark, unaware of Frontier’s practices toward customers that routinely violate Minnesota laws and Commission rules. It would be better for the Commission to reject Frontier’s narrow definition of complaint, and articulate a clear definition, to make future non-compliance less attractive.

Conclusion

The commission should reject Frontier’s narrow definition of complaint, and determine that Frontier has violated Minn. R. 7810.1200, and Minn. R. 7810.1100, subps. 1 and 2. Frontier’s narrow definition of the word “complaint” has a direct effect on the compliance required with each of the rules that uses the word “complaint,” and the limited complaints Frontier considers to be complaints has inhibited its ability to review and analyze its procedures and actions as required by the rules.

Recommendation

The Commission should order the following:

- 1) Issue a clarification or definition as applied to Frontier of what constitutes a complaint for purposes of compliance under Minn. R. 7810.1200 and Minn. R. 7810.1100, subp. 2.
- 2) If the Commission does not wish to define what constitutes a complaint in this proceeding, it should require that complaints made by customers, to Frontier’s customer service representatives, be included in what Frontier considers to be a complaint. The customer complaint does not need to be received from a third party. Frontier should be required to submit a proposal on how it will define a complaint to give meaning to the Commission’s rules.
- 3) To demonstrate compliance, with however the Commission chooses to proceed with recommendations 1) and 2), the Commission should require Frontier to provide the Department with all complaints it receives for some limited period of time, such as one month, to ensure that complaints made by customers to only customer service representatives are recognized as complaints.

¹¹⁷ See discussion in section P5.

¹¹⁸ See discussion in section D.

K. CUSTOMER BILLING; DEPOSIT AND GUARANTEE REQUIREMENTS

1. Frontier has Unreasonable Charges and Practices that Result in Improper Over Charges

It appears from the record that Frontier has failed to comply with Minn. Stat. § 237.06, which requires Frontier to have “reasonable” rates and charges. Many consumers reported concerns with Frontier’s billing practices, ranging from bills being difficult to understand to Frontier billing for services months after cancellation. Consumers reported that Frontier’s salespeople often misrepresented the terms of the consumer’s plan. Customers also reported that these persistent billing issues took up countless hours of their time with customer service representatives and were a consistent source of frustration with Frontier. In addition to general concerns with Frontier’s billing practices, consumers reported direct violations of Minnesota statutes and the Commission’s service quality rules, which are discussed further in the sections below.

Minn. Stat. § 237.06 provides, “All unreasonable rates, tolls, and charges are hereby declared to be unlawful.”

Several consumers reported that Frontier did not apply the represented vacation rate to their account, often coming home to large bills when Frontier charged full price during their time away. For example, Lloyd Ollila testified at the Ely public hearing that he believed his phone and internet were to receive a vacation rate beginning in January 2018.¹¹⁹ Mr. Ollila reported that instead he was charged full price from January to May, resulting in a \$347.58 charge. Mr. Ollila reported that he called in mid-May to correct the problem and a Frontier representative told him it was resolved, but in June, Frontier demanded he pay the full price.

Consumers also reported frustration with Frontier’s practice of charging late fees for online payments that consumers submitted before the due date. For example, Charlene Hawkins reported that it takes Frontier at least five days to process her online payments.¹²⁰ Ms. Hawkins reported that she submitted an online payment on August 31, but it had not cleared by the September 4 due date. Ms. Hawkins believed, based on past experience, that Frontier would charge a late fee. Similarly, Nancy Fiebelkorn reported that after Frontier recently charged a late fee on her account, she called Frontier and the representative stated that her bill was paid August 16 but was due August 15.¹²¹ Ms. Fiebelkorn reported that her records confirm she paid the bill on the 15th.

Other consumers reported that after cancelling service, Frontier continued to bill them each month. For example, Aaron Oquist reported that upon moving to a new house in Stacy,

¹¹⁹ Attachment 1 - Lloyd Ollila Public Testimony of Sept. 4, 2018 (DOC 1 – 000027-000028).

¹²⁰ Attachment 1 - Charlene Hawkins Public Testimony of Sept. 4, 2018 (DOC 1 – 000023-000026).

¹²¹ Attachment 1 - Nancy Fiebelkorn Public Comment of Sept. 12, 2018 (DOC 10 – 001381).

he obtained phone and internet service from Frontier.¹²² Mr. Oquist reported that after three days he discovered that Frontier would not be able to supply the represented internet speed so he cancelled service. Mr. Oquist reported that he discovered on his credit report months later that Frontier had continued billing him and reported a delinquent debt to the credit reporting agencies. Mr. Oquist reported that Frontier would admit its mistake on the phone but would not remove the charges and notify the credit reporting agencies. Mr. Oquist reported that in 2016 he paid Frontier several hundred dollars on the understanding that Frontier would remove the debt from his credit report, but Frontier has refused to contact the credit reporting agencies.

At least one consumer reported that Frontier would not allow them to cancel service. Ms. Tabitha Odegaard reported that following her father-in-law's death in November 2017, she tried to cancel his service with Frontier.¹²³ Frontier refused to cancel service because Ms. Odegaard did not have the passwords for her father-in-law's account. Ms. Odegaard stated, "I would've thought with learning that the father-in-law passed away that they would've been understanding that I did not know the passwords and let me cancel service." As of February 2018, Ms. Odegaard reported still paying for service.

Mr. S. filed a complaint with the Commission regarding charges simply appearing on his bill.¹²⁴ Mr. S stated that, during one conversation with Frontier, Mr. S requested removal of a \$2.99 per month charge for "Anonymous Call Service" and inquired about a possible modem update to improve his internet access speed. As a result of the telephone conversation with Frontier, the Carrier disconnected Mr. S's Internet service. After that, the bill that Mr. L received from Frontier showed a \$6.99 per month charge for Residential Voice Mail Service and a \$9.99 charge for Equipment Delivery and Handling.

Lastly, consumers reported concerns with Frontier's method of refunding balances from cancelled accounts. Several consumers reported concerns with Frontier's practice of waiting 90 days to issue any refunds and issuing a refund as a gift card. For example, Emily Ingram testified that when she canceled her Frontier service, Frontier waited 90 days to refund a \$25 account balance.¹²⁵ Ms. Ingram indicated this was unfair due to Frontier's practice of assessing late fees for payments that are only one day late. Similarly, Richard Bergquist reported that when he cancelled his landline service, Frontier would only send a gift card for the roughly \$75 credit balance.¹²⁶ Mr. Bergquist reported that when the gift card did not arrive, Frontier said it would be another six to eight weeks. Mr. Bergquist reported that he eventually received the gift card ten-weeks later, but it did not work. Mr. Bergquist eventually received a working gift card after eight more weeks. Frontier stated in response to a Department IR that its policy is to postpone processing bill credits after a customer cancels service "to allow for long-distance

¹²² Attachment 1 - Aaron Oquist Public Comment of Feb. 17, 2018 (DOC 6 – 000839).

¹²³ Attachment 1 - Tabitha Odegaard Public Comment of Feb. 19, 2018 (DOC 6 – 000847).

¹²⁴ Mr. D. S. Nonpublic Complaint to PUC of Feb. 28, 2018 (DOC 25 – 003583-3588).

¹²⁵ Attachment 1 - Emily Ingram Public Testimony of Sept. 4, 2018 (DOC 1 – 000069-74).

¹²⁶ Attachment 1 - Richard Bergquist Public Comment of Feb. 20, 2018 (DOC 6 – 000870).

and/or 3rd party services charges to post,” and stated that this may take up to 60 days for long-distance providers to provide billing information.¹²⁷

At least two consumers reported not receiving a refund of the balance on their accounts. Linda Splettstoeszer reported that after she cancelled her account, Frontier told her it would refund the balance on her account by sending a check.¹²⁸ Ms. Splettstoeszer reports that Frontier has not refunded this balance but instead continues to send statements showing a positive balance. Similarly, Fred Resler reported that after he canceled service, instead of returning his balance, Frontier continued sending statements reflecting the positive balance with no new charges or services, but the statements showed monthly taxes being deducted from the positive balance.¹²⁹

Conclusion

Consumer submitted reports demonstrate that Frontier has severe deficiencies in its billing practices, resulting in unreasonable charges to Minnesota consumers. Frontier’s failure to place accounts on vacation status, as requested, has resulted in consumers receiving large bills and collection notices. Also, Frontier’s practice of charging late fees for payments made by the consumer before the due date, but may take Frontier several days to process, harm consumers and may be unfair: If the time lag is due to the consumer’s financial institution, it is not Frontier’s responsibility. If the time lag is due to Frontier’s system, Frontier needs to correct the problem.

If reports like those from Mr. Oquist and Ms. Odegard are correct, that Frontier either refuses to cancel service or claims to cancel service but continues to bill the consumer, then Frontier is receiving funds for services not provided, engaging in unfair billing practices, and potentially engaging in anticompetitive conduct.

Last, Frontier’s practice of waiting 90 days to refund consumers’ account balances may be unreasonable as it is not apparent that Frontier calculates or applies interest on this amount. To the extent Frontier uses gift cards, rather than a check or electronic funds transfer to refund the balance, it appears to add to the already long 90-day wait for consumers to receive money owed them.

Recommendation

The Commission should order the following relief:

¹²⁷ Attachment 2 – Frontier Response to DOC IR No. 11.

¹²⁸ Attachment 1 - Linda Splettstoeszer Public Comment of April 1, 2018 (DOC 8-001195).

¹²⁹ Attachment 1 – Fred Resler Public Testimony of Sept. 12, 2018 (DOC 3 – 000326-328); Pub. Hr. Ex. 12 (DOC 03 – 000326 - 000328).

- 1) Require Frontier to provide an accounting of all customers that requested the vacation rate from January 1, 2015 to present. The accounting should include:
 - a. The customer's name;
 - b. The customer's telephone number or email address;
 - c. The period over which the vacation rate was to apply;
 - d. The amount of the customer's regular monthly billing and the amount of the billing during the period that the vacation rate was applicable; and
 - e. Confirmation that all consumers have received refunds of any excess charges.
- 2) Require Frontier to provide an accounting of all customers who have contested their late fees since January 1, 2015, to determine whether the late payment was due to a Frontier side processing issue.
- 3) Require Frontier to provide an accounting of all consumers who reported that Frontier failed to cancel their account, for the period from January 1, 2015 to present. Frontier should determine whether each of these customers have received refunds of any additional payments made, including any late fees assessed.
- 4) Require Frontier to submit a list of all consumers that were referred to collection agencies from January 1, 2015 to present. Frontier should identify those customers that were disputing Frontier's charges. Frontier should also identify all customers that have stated their credit was damaged as a result of Frontier.
- 5) Require Frontier to provide its training materials on how customer service representatives are to assist consumers with cancellation of accounts following the death of a family member.
- 6) Require Frontier to show why its practices of refunding balances on cancelled accounts is reasonable, including:
 - a. Why Frontier should not be required to refund the balance earlier than 90 days.
 - b. Why Frontier should not be required to pay interest on consumers' outstanding balances, pursuant to Minn. Stat. § 325E.02.
 - c. Why Frontier should not be required to refund the outstanding amount via check or electronic transfer and prohibited from using gift cards.

2. Adjustment of bill due to interruption of service

Subscriber complaints and Frontier's responses to discovery appear to show that Frontier does not accurately and timely adjust the bills of customers who failed to receive service due to service outages.¹³⁰

¹³⁰ This topic is also addressed in section P5 below, which concerns Frontier's failure to timely restore service after an interruption, as required by Minn. R. 7810.5800 and Frontier's former AFOR plan.

Minn. R. 7810.1400, subp. 2, prevents customers whose telephones are out of order for more than 24 hours from being billed for services they did not receive, by requiring a refund of amounts customers paid for services not received. The amount of the refund is a pro rata share of the month's payment for service and facilities that were out of service.¹³¹

For periods of time when Frontier operated under an AFOR, customers similarly were entitled to a pro rata adjustment of the monthly recurring charge for the first two days (residential) and one day (business) of a service outage, and thereafter \$5/day for a residential customer and \$10/day for a business customer.¹³²

Minn. Stat. § 237.011 states: "state goals that should be considered as the commission executes its regulatory duties with respect to telecommunication services" include "(2) maintaining just and reasonable rates" and "(5) maintaining or improving quality of service."

The ALJ Report at paragraph 158 concluded that the testimony at the hearing "indicates that Frontier does not always provide pro rata refunds of charges," as required by Minn. R. 7810.1400, subp. 2.¹³³ Public comments and subscriber complaints confirm the ALJ's conclusion. For example:

- Kathy and Dennis Westlin of Ely stated that, for the past 40 years they have been customers of Frontier, "because we have no other options."¹³⁴ On June 28, 2018, a storm knocked out the Westlin's power, telephone, and internet. Power was restored within 36 hours, but when the Westlins reported the outage, Frontier told them it would not restore service until August 3rd, (36 days after the storm). After services were restored, they phoned Frontier to request a refund for the days without service, but Frontier said it would refund only \$28.34. No credit appeared on the August or September bills, so the Westlins again called Frontier. The representative stated that a refund had been started but not completed; and that the amount would now be only \$20.96. The Westlins believe a \$20.96 credit is inadequate for 13 days without internet and 36 days without phone service, especially when they still had to pay the "Other Charges" in full. Prorating each service and including the "Other Charges," the Westlins calculate a figure closer to a \$60 refund. The Westlins indicated: "First it is

¹³¹ Minn. R. 7810.1400, subp. 2 states: "In the event a customer's service is interrupted otherwise than by negligence or willful act of the customer and it remains out of order for 24 hours after being reported to the utility, adjustments shall be made to the customer, based upon the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. If in the case of such interruption, service is restored on or before the day after it is reported or found by the company, no allowance will be made."

¹³² Frontier AFOR ¶ V(E) 2, eDocket No. 20156-111444-012, filed June 15, 2015.

¹³³ In support of this conclusion, Judge Oxley cited the testimony of many Minnesota consumers as referenced in footnote 45 of the ALJ Report.

¹³⁴ Attachment 1 - Kathy and Dennis Westlin Public Comment of Sept. 22, 2018 (DOC 10 – 001488 - 001490).

unacceptable to not have phone service for over a month. Secondly it is unacceptable to pay anything for phone service when none was provided. Thirdly the repair is crude. . . . We pay 24/7 for phone service. When there is no phone and or internet service one should not have to pay.”¹³⁵

- Daniel Gleason and Jenifer Enos of Maple Plain reported Frontier explained that Frontier is the only option for internet and phone, and details many issues with Frontier including refusals to provide credit for extended service outages. At the beginning of May of 2017, Mr. Gleason and Ms. Enos reported calling Frontier about promotions for a new plan: “After talking to the representative, I stated that I would talk it over and get back to them. When I arrived home that night, our internet service was not working. I called to find out why and the person I talked to stated our account had been cancelled.” Frontier finally restored telephone service after a three week outage and internet after five or more weeks.

Mr. Gleason and Ms. Enos reported that as credit for the outages, Frontier “promised us an Amazon card for our troubles, this was never received. Instead, we received a bill for twice our usual amount as they added in partial monthly charges and activation fees. . . . We did ask for a refund since our service was not working but they would not discount our account. When we would call to find out why, they would say that either it showed it was working on their side or that our account was past due and they were going to send us to collections.”

- Elaine S. Smith reported that she had been unable to receive phone calls for a month, that Frontier had promised to restore service by the date of the comment, but had not done so.¹³⁶ Ms. Smith is 79 years old, and explained that she needs to receive wellness calls by phone, but cannot due to the telephone service outage. She reported, “I had to cancel my Life Alert because they couldn’t get through.” Ms. Smith was billed for “another” month for which she received no service, was not credited for the outage, and believes that \$40 to \$45 bill is too much to pay.

Conclusions

Based on its review of Frontier’s practices as discussed in subscriber complaints, the Department notes, first, that Frontier’s refund practices plainly violate the law, because Frontier systematically refuses to provide the refund for service outages that is required by Minn. R. 7810.1400, subp. 2, as well as the company’s AFOR plan.

¹³⁵ See Section P5 on Interruptions of Service concerning Frontier’s argument that the AFOR adjustment and credit does not apply to line outages caused by acts of God.

¹³⁶ Attachment 1 - Elaine S. Smith Public Comment of Aug. 8, 2018 (DOC 9 - 001345).

Although a pro rata share of the monthly recurring charge and possibly AFOR credits are required to be refunded, subscribers who suffered extended outages, in the best of circumstances, reported that Frontier refunds either only a portion of the amounts due to the subscribers or no refund at all. For example, in the case of Kathy and Dennis Westlin, discussed above, Frontier gave a credit of \$20.96 for a 36-day telephone outage. The Westlins are in a Citizens exchange that was covered by an AFOR plan at the time of the outage, the credit should have been a pro-rata adjustment of the monthly recurring charge for the first two days, plus \$170, which is \$5/day for additional 34 days.

Recommendations

The Commission should order the following relief:

- 1) Find that Frontier has violated Minn. R. 7810.1400, subp. 2, if a customer's service was interrupted other than by negligence or willful act of the customer, and remained out of service for 24 hours after being reported to Frontier, unless Frontier provided a pro rata credit of the month's charges for the period of days the service and facilities were useless or inoperative.
- 2) For periods of time when Frontier operated under an AFOR, find that Frontier has violated the terms of its AFOR plan, if customers were entitled to a pro rata adjustment of the monthly recurring charge for the first two days (residential) and one day (business) of a service outage, and thereafter \$5/day for a residential customer and \$10/day for a business customer, unless Frontier provided the credits.
- 3) Require Frontier, within 60 days of the Commission's Order, to file an accounting to demonstrate that subscribers entitled to a credit during years 2015 through 2018 have received a correct bill credit in the amount required by Minn. R. 7810.1400 subp. 2, and/or the applicable AFOR plan. If a former telephone service subscriber no longer subscribes to telephone service, the refund is still required.¹³⁷ The accounting should list:
 - a) Each customer with a telephone service outage of more than 24 hours, for the calendar years 2015, 2016, 2017, and 2018.
 - b) The date the outage began.
 - c) The number of days the customer was without telephone service.
 - d) Whether the customer received telephone service from Frontier Communications or Citizens telecommunications.
 - e) The amount of credit provided to the customer.
 - f) The amount of credit the customer should have received.

¹³⁷ If any refund payment cannot be made because a past subscriber cannot be found despite the best effort of Frontier, such refunds shall be treated by Frontier as "unclaimed property" of the subscriber as defined in Minn. Stat. Ch. 345

The accounting from Frontier should be subject to comment, and should include an affidavit of a Frontier executive officer stating that Frontier has issued to each customer the appropriate credit due or stating the month when Frontier will provide credits will be provided, and attesting to the accuracy of the information in the accounting.

- 4) Require Frontier within 60 days of the Commission's Order, to demonstrate that it is complying with Minn. R. 7810.1400 subp. 2 by filing evidence showing the practices that it has implemented to ensure it provides appropriate bill credits to subscribers.
- 5) Frontier should be required to provide a notice to customers that if they experienced a telephone service outage of greater than 24 hours on or after January 1, 2015, the credit they received is being reviewed. If a credit was required, customers should expect to see the credit on their bill in the coming months. If customers do not receive a credit, but believe they are entitled to a credit other than what may have been initially received, the customer may contact the Department at 651-539-1883 or telecom.commerce@state.mn.us
- 6) Frontier should be required to submit a filing after all credits have been issued to demonstrate compliance, including an Affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to the accuracy of the filing.
- 7) For five years Frontier shall file monthly reports on all service outages that exceed 24 hours. The report should include:
 - a) The customer name and telephone number;
 - b) The date the outage began;
 - c) The length of the outage; and
 - d) The amount of the credit provided to the customer

L. PAPER BILLING; BILL ADJUSTMENTS FOR OUT OF SERVICE; EXPLANATION OF BILLS AND RATES

1. Paper Billing

It appears from subscriber complaints that Frontier has a practice of rendering bills electronically by default and charging customers for printed bills, which violates a Minnesota statute, Commission rule, and a Commission order specifically prohibiting Frontier from engaging in this practice.

Minn. Stat. § 237.101, regarding electronic billing, states: "A telephone company may provide a customer's periodic account statement to the customer in electronic format in lieu of paper format if the customer has authorized the electronic format in writing." Also, Minn. R.

7810.1400, subp. 1 requires that, as part of local service, customers receive their bills in paper, as “typed or machine-printed” bills.

The Commission has considered electronic billing issues in dockets regarding other telephone utilities and for Frontier itself. *In the Matter of SBC Qwest Corporation Petition for Variance of Minn. Rules pt. 7810.1400 (Customer Billing)*, Docket No. P421/AM-08-275, the Commission adopted the recommendations of the Department, and granted a petition of Qwest asking for authorization to issue “summary bills” upon customer request. Although the Department recommended granting the petition, it explained that the petition was consistent with Minnesota law only because the proposed summary billing was offered on an “opt-in” basis, and was in addition to the detailed paper bill to which subscribers are entitled.

As recently as last year, the Commission specifically ordered Frontier not to impose an “opt-out” electronic billing scheme or charge for paper bills, in *In the Matter of a Filing to Institute a Charge for Paper Bills for Customers*, Docket No. P-405/AM-17-427, Sept. 11, 2017. There, Frontier filed a tariff proposing to convert all accounts to electronic billing, and to charge customers who “opted-out” of electronic billing \$1 per month to receive a paper bill. The Department opposed this proposal to charge customers who “opt-out” of electronic billing. The Commission agreed with the Department, finding that paper bills are “an essential element of basic telephone service.” The Commission noted that customers may have neither the means to access electronic bills, nor the desire to receive electronic billing. Citing Minn. R. 7810.1400, subp. 1, the Commission denied Frontier’s proposal.

Several consumers submitted comments indicating that Frontier is violating the statute, rule, and Commission’s order requiring free, paper bills. Stephanie Josephson has been a phone customer of Frontier for forty years.¹³⁸ In one of her two Speak Up comments, Ms. Josephson stated, “I called customer service earlier this spring because my bill went up yet again. I pay my bill online, but still prefer to get a paper bill in the mail.... She told me I needed to go to paperless billing as they were charging customers for paper billing since Jan 2018.”¹³⁹

Daniel Gleason and Jenifer Enos of Maple Plain reported concerns in March 2018 regarding what appears to be a conversion to an electronic bill (an “opt-out), without the subscribers’ knowledge.¹⁴⁰ Mr. Gleason and Ms. Enos reported that Frontier failed unexpectedly, to render a written bill. Mr. Gleason and Ms. Enos reported: “Just last month we received a notice from Frontier stating that we were two months past-due and they were going to disconnect our service if it was not paid in 10 days. I did check my records and it was past due only because I did not receive any invoices from them. I went to pay the entire amount and was treated very, very poorly by the person that I spoke with on the phone.” Ms. Enos verbally advised the Department, in December 2018, that from April 2018 until they cancelled service in late 2018,

¹³⁸ Attachment 1 - Stephanie Josephson Speak Up comment of Sept. 26, 2018 (DOC 16 - 001968).

¹³⁹ Attachment 1 - Stephanie Josephson Speak Up comment of Sept. 27, 2018 (DOC 15 – 001948 - 001949).

¹⁴⁰ Attachment 1 - Daniel Gleason and Jenifer Enos Public Comment of Mar. 19, 2018 (DOC 8 - 001090).

Frontier provided no paper invoices, only online statements. The subscribers never agreed to “opt-in” to electronic billing.

Conclusions:

The Department’s Comments in *In the Matter of a Filing to Institute a Charge for Paper Bills for Customers*, Docket No. P-405/AM-17-427, June 13, 2017, observed that fees for paper bills would affect the public interest in receiving timely and convenient billing information, the economic interest of customers in reviewing the terms and rates contained in the bill, and the interest of customers in receiving the bill in the format they choose. The Reply Comments of the OAG in the same docket observed that paper bills help some consumers identify unauthorized fees or charges on their bills that might otherwise go unnoticed.

Based on its review of Frontier’s practices, the Department notes, first, that the practices identified above by subscribers, if accurate, would violate the law and commission orders. The Commission specifically disapproved Frontier’s proposal to impose an “opt-out” system for customers who wished to avoid electronic billing in its September 11, 2017 Order.¹⁴¹ The opt-out approach to the imposition of electronic billing would also violate Minn. R. 7810.1400, subp. 1.

Second, if Frontier is not only operating an “opt-out” scheme for electronic billing, but also charging a fee for paper bills, as described by subscribers, it further violates Minn. R. 7810.1400 subp. 1, and the Commission’s September 11, 2017 Order.

Third, if Frontier has switched customers to electronic billing as described by subscribers, without the written authorization of the subscriber, Frontier’s practice violates Minn. Stat. §237.101, which requires customers’ authorization of electronic bills to be in writing.

Fourth, the Commission may pursue penalties to help prevent a repeat of this situation; because the practices described by subscribers do not appear to be accidental or unintended, but instead part of a pattern and business practice. The conduct therefore appears to be a knowing and intentional violation of Minnesota laws, rules, and Commission Orders.

Recommendations

The Commission should order the following relief:

- A. Require Frontier to demonstrate, within 60 days of the Commission’s order, that Frontier complies with Minn. R. 7810.1400, subp. 1, by filing evidence showing that it provides paper billing to any subscriber from whom it has not received written

¹⁴¹ *In the Matter of a Filing to Institute a Charge for Paper Bills for Customers*, Docket No. P-405/AM-17-427, Order Disapproving Tariff (Sept. 11, 2017).

authorization for electronic billing of a telecommunications service. The filing should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to its accuracy.

- B. Require Frontier to submit for review by Commission and Department staff, any customer notice or solicitation it uses concerning the availability of electronic billing, for the one-year period after issuance of this order. Upon agreement by Commission and Department staff, the Executive Secretary should be authorized to grant approval of the notice or solicitation.
- C. Require Frontier to provide, within 60 days of the Commission's order, an accounting to demonstrate that subscribers to telecommunications services, who have paid fees during years 2015 through 2018 for paper billing, have been provided with a bill credit or refund of all such charges in the amount required by Minn. R. 7810.1400, subp. 1. If a former telephone service subscriber no longer subscribes to telephone service, the refund is still required.¹⁴² The accounting should identify:
 - a) Each customer entitled to a bill credit or refund for the calendar years 2015, 2016, 2017, and 2018;
 - b) The date that the charges for paper bills began;
 - c) The number of times each customer was wrongly charged a fee for a paper bill;
 - e) The amount of credit or refund, if any provided in the past to the customer; and
 - f) The amount of credit the customer should have received.

The accounting from Frontier should be submitted to the Commission, should be subject to comment, and should include an affidavit of a Frontier executive officer stating that customers have been provided the appropriate credit or refund due or the month when such credits or refund will be provided, and attesting to the accuracy of the accounting.

- D. Require Frontier to provide a notice to customers stating that the customer is entitled to a paper bill for telephone service, at no charge. The notice should be submitted for review to Commission and Department staff, and if there is agreement, approved by the Executive Secretary. The notice should state that, if any customer has incurred a charge for a paper bill, they should contact the Department of Commerce at 651-539-1875 or telecom.commerce@state.mn.us.

¹⁴² If any refund payment cannot be made because a past subscriber cannot be found despite the best effort of Frontier, such refunds shall be treated by Frontier as "unclaimed property" of the subscriber as defined in Minn. Stat. Ch. 345, and Frontier shall file an accounting with the Commission describing its disposition of any such funds within one hundred and eighty days of this order.

2. Failure to explain rates and bill charges

Subscriber complaints and comments appear to show that Frontier’s representatives do not explain Frontier’s rates and bill charges when requested to do so. Frontier appears to not explain options available to enable subscribers and applicants to obtain the most economical communications service for their needs.

Minn. R. 7810.1400, subp. 3, requires telephone utilities, on request, to explain their rates and charges. Utilities must also explain options available to enable subscribers and applicants to obtain the most economical “communications service”¹⁴³ for their needs.¹⁴⁴

A few customers submitted complaints indicating that Frontier fails in its obligation to explain Frontier’s rates and bill charges upon request. For example, V.W. stated that no one at Frontier has been able to satisfactorily explain what “directory/non-reg” charges are, but noted that these charges add a substantial amount to her bill. V.W. reported that it also took several calls to determine that the “non basic charges” on her phone related to internet.¹⁴⁵ Similarly H.B. and F.B. reported making “many, many phone calls monthly over the years asking for assistance and explanation as to ‘what are the charges for?’ Either the personnel at Frontier, whom I spoke with, were unable or unwilling to answer my question.”¹⁴⁶ H.B. and F.B. reported a specific issue dating “back to November 2015 when we notice a charge under the line item of ‘Balance Forwarded’, which was repeated month after month.” H.B. and F.B. reported “Not one of their representatives could answer; ‘what is this charge for?’ Except for one representative whom I spoke with in January 2016 said: ‘that’s not right, you shouldn’t have to pay for that.’ But we paid the bills monthly.”

Second, regarding for the obligation of Frontier to provide “any information and assistance necessary to enable that person to obtain the *most economical communications service* conforming to the person's stated needs,” the Affidavit of Jeff S. Lacher explains that Frontier customer service representatives have incentives to sell Frontier services because they are required to meet sales goals every month before they are eligible to receive commissions.¹⁴⁷ Mr. Lacher also explains that these sales goals have increased substantially

¹⁴³ “Communications services” includes telecom (landline and wireless), Internet, cable, satellite, and managed services. https://en.wikipedia.org/wiki/Communications_service_provider

¹⁴⁴ Minn. R. 7810.1400, subp. 3 states: “Upon the request of any customer or applicant, the utility shall provide an explanation of the rates, charges, and provisions applicable to the service furnished or available to such customer or applicant, and shall provide any information and assistance necessary to enable that person to obtain the most economical communications service conforming to the person's stated needs. Applicants for telephone service shall be advised as to alternate services available to meet their stated communications requirements. This information may include printed explanations of alternate services and rates. Correspondingly, the utility shall notify its customers of any services and shall provide an estimate of the initial billing for basic monthly service, including fractional monthly amounts, plus any other applicable charges.”

¹⁴⁵ V.W. Nonpublic Complaint to Commission of May 29, 2018 (DOC 22 - 003131 - 003134).

¹⁴⁶ H.B. and F.B. Nonpublic Complaint to Commission of May 27, 2018 (DOC 21 - 002899 - 002905).

¹⁴⁷ Attachment 3 - Aff. of Jeff S. Lacher.

over time, and low wages mean commissions are a significant part of CSRs' incomes. In addition, Mr. Lacher explains that "failure to meet sales goals for a period of time could mean discipline or termination."¹⁴⁸

Conclusions

The record shows that Frontier provides company representatives commissions as an incentive to sell more costly services to subscribers and applicants.¹⁴⁹ From the complaints and comments of subscribers, it appears that this practice potentially may interfere with Frontier's obligation to explain options available to enable subscribers to obtain the most economical communications service for their needs.

Recommendations

- 1) Require Frontier, within 60 days of the Commission's Order, to file a report that demonstrates that the company has implemented procedures that ensure that company representatives comply with Minn. R. 7810.1400, subp. 3, and consistently explain Frontier's rates and charges on request, as well as options available to enable subscribers and applicants to obtain the most economical communications service for their needs. The filing should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to its accuracy.

M. **LOADING: BILLING FOR SERVICES NOT ORDERED**

Many consumers reported unauthorized charges on bills for telephone services. These charges and the consumers' descriptions of difficulties in obtaining credits for the unauthorized charges or blocking unauthorized per-use services, demonstrate violations of Minnesota's anti-loading statute, Minn. Stat. § 237.633.

Telephone companies and telecommunications carriers are prohibited by Minnesota statute from charging a telephone service subscriber for "a telephone or telecommunications service that is not required by the commission to be offered and for which the subscriber did not explicitly contract."¹⁵⁰ If such a service is charged on a per-use basis, the charge must be credited to the subscriber's next monthly bill, "if the subscriber notifies the telephone company or telecommunications carrier that the subscriber did not utilize the service or did not authorize the utilization of the service."¹⁵¹ The statute also requires that if the company is notified that

¹⁴⁸ Attachment 3 – Affidavit of Jeff S. Lacher, ¶ 13" (...CSRs are required to meet sales goals every month before they are eligible to receive commissions and these sales goals have increased substantially over time. Low wages for CSRs mean commissions are a significant part of their incomes. The failure to meet sales goals for a period of time could mean discipline or termination.")

¹⁴⁹ *Id.*

¹⁵⁰ Minn. Stat. § 237.663(a) (2018).

¹⁵¹ Minn. Stat. § 237.663(b) (2018).

the subscriber did not utilize or authorize the service, the company must notify the subscriber of the ability to block the service and must do so if the subscriber requests.¹⁵² The company may not charge a recurring fee for blocking the service.¹⁵³

Many consumers reported unauthorized charges on bills and subsequent difficulty in having these charges removed. Unauthorized charges include unrequested landlines, accounts created without the customer's authorization, unauthorized three-way calling, and charges for directory assistance that could not have been made by the consumer. In addition, some consumers reported that due to fatigue from long and frequent customer-service calls to remove the unauthorized charges, consumers simply continued to pay for unauthorized services.¹⁵⁴

At least two consumers report being billed for unauthorized telephone service. Nancy Banta reported that while trying to locate her account, a customer service representative informed her that her account number was her account's landline number.¹⁵⁵ Ms. Banta reported that she did not request a landline, but learned she had been paying for landline service for over a year. Ms. Banta reports that it took time to get the landline removed from her account and she only received a small credit for the months of unauthorized charges. Another consumer, Thomas Langworthy, reported that while trying to cancel his service, Frontier opened a new account in his name and billed him for telephone and internet service.¹⁵⁶ Mr. Langworthy reported that in spite of Frontier's representation that the matter was resolved, he was billed on the unauthorized account for two additional months.

At least four consumers reported being billed for three-way calls that they did not make. Sharon Danley reported discovering a three-way-calling charge on her bill.¹⁵⁷ Ms. Danley notified a Frontier customer service representative that she did not authorize a three-way call and did not even know how to do so. While Frontier did credit that charge, Ms. Danley recently learned that she had again been charged for three-way calling. When Ms. Danley was eventually able to contact Frontier, the customer service representative told her that the three-way calling feature had not been blocked by the previous customer service representative. Ms. Danley testified that she was never notified that blocking the feature was an option. Similarly, Arindam Taran testified that he has been billed for three-way calling on several different occasions on a line that is not supposed to have three-way calling.¹⁵⁸ Mr. Taran said that he has given up calling to receive credit for the unauthorized three-way calls because it takes too much time.

¹⁵² Minn. Stat. § 237.663(c) (2018).

¹⁵³ Minn. Stat. § 237.663(c) (2018).

¹⁵⁴ Attachment 1 - NanMarie Hill Public Comment of May 21, 2018 (DOC 9 - 001319 - 001320).

¹⁵⁵ Attachment 1 - Nancy Banta Public Comment of Apr. 2, 2018 (DOC 8 - 001197-001198).

¹⁵⁶ Attachment 1 - Thomas Langworthy Public Comment of Sept. 18, 2018 (DOC 10 - 001394 - 001394A)

¹⁵⁷ Attachment 1 - Sharon Danley Public Testimony of Sept. 26, 2018 (DOC 5 - 000607 - 000613)

¹⁵⁸ Attachment 1 - Arindam Taran Public Testimony of Sept. 26, 2018 (DOC 5 - 000622 - 000626)

Frontier's User Guide indicates that its system makes it quite easy to accidentally initiate a three way call: "To avoid placing a three-way call accidentally, hang up your phone for at least three seconds between every call, whether it's a three-way call or not, to reset your phone line. If you have a fax machine or modem that allows simultaneous dialing, make sure you reprogram it to allow at least three seconds between transmissions."¹⁵⁹

When the Department inquired about this issue, Frontier stated that three-way calling per activation is available in some exchanges and not others, and "In exchanges served by a switch capable of providing the service, by default all lines will have access to the feature."¹⁶⁰ Frontier also stated, "No notification or disclosure specific to three-way calling per activation feature is explicitly provided to the customer." Frontier refused to identify all customers that disputed three-way calling charges since January 1, 2017, either verbally or in writing, claiming this request was overly burdensome.

Consumers also reported unauthorized charges for directory assistance calls that the consumers did not make. For example, Joseph Kristoff reported that on his June, July, and August bills there was a \$1.50 charge listed under "Other Service Charges and Credits," with the only explanation being "Frontier."¹⁶¹ Mr. Kristoff reported that he eventually discovered the charges were for directory assistance calls that neither he nor anyone in his household made, due to the call being made during the very early morning. Mr. Kristoff stated that Frontier agents rudely insisted the calls were legitimate and that if he did not want the charge he should not call directory assistance. After being persistent, the charges were eventually credited to Mr. Kristoff's account. Similarly, Ms. Lisa McDonald reported Frontier charged her business for directory assistance calls that were never made.¹⁶² Ms. McDonald explained that she knew that no one called directory assistance because many calls occurred in the middle of the night, when the office was locked and alarmed. Ms. McDonald reports that Frontier told her that she could not block 411 calls from being made from her business phone due to federal law.

Conclusions

If consumers' reports are accurate, Frontier's charges for an unordered landline service and its opening of unauthorized accounts appear to be clear violations of Minn. Stat. § 237.663(a). Also, consumers testified that, due to Frontier's poor customer service, it is difficult to obtain credit for the unauthorized charges due to them under Minn. Stat. § 237.663(b).

Regarding unauthorized three-way calling charges, it appears that Frontier's system creates great risk of unauthorized three-way calling charges. By allowing all phones in some areas to assess a three-way calling charge when the consumer does not allow enough time

¹⁵⁹ *Instructions on Using Frontier Calling Features: User Guide*, 2016, available at <https://frontier.com/~media/HelpCenter/Documents/phone/calling-features/frontier-calling-features.ashx?la=en>.

¹⁶⁰ Attachment 2 – Frontier Response to DOC IR No. 65.

¹⁶¹ Attachment 1 - Joseph Kristoff Public Comment of Sept. 12, 2018 (DOC 10 - 001411).

¹⁶² Attachment 1 - Lisa McDonald Public Comment of Sept. 25, 2018 (DOC 10 - 001495).

between phone calls, or whose fax machine is not programmed to allow three seconds between dialing, Frontier creates the potential for numerous unauthorized charges. This practice also creates the potential for Frontier to gain a financial windfall should consumers not carefully monitor their bills and contest the charges. As Frontier stated, consumers are not notified of the existence of this feature, and unless the consumer reads Frontier's User Guide thoroughly, consumers are not notified that making back-to-back calls could incur three-way calling charges. Placing the burden on consumers to either monitor the intervals between calls or reprogram fax machines is not reasonable and likely has resulted in numerous violations of Minn. Stat. § 237.663.

Frontier also may not comply with the notice requirements of Minn. Stat. § 237.663 (c), which requires a company that has been notified of an unauthorized per-use charge, to "inform the subscriber of the ability to block the services from future use by the subscriber, and shall block the services from future use by the subscriber, if the subscriber requests." For example, if Ms. Danley is correct that Frontier did not notify her of the ability to block three-way calling after she reported the first unauthorized charge, then Frontier is in violation of this statute.

Frontier may also be misleading customers being told that they may not block 411 calls from a business phone due to federal law.

Recommendation

The Commission should order the following relief:

- 1) Require Frontier to identify all customers that disputed three-way calling on their bills since January 1, 2017, and demonstrate:
 - a) All disputed three-way calling charges have been credited on the monthly bill immediately following the customer's dispute;
 - b) Frontier has notified all customers who have disputed three-way calling charges of the ability to block three-way calling;
 - c) Frontier has blocked three-way calling for all customers who requested that it be blocked; and
 - d) Frontier has not billed customers a fee for blocking three-way calling.
- 2) Require that, within 90 days, Frontier either (1) demonstrate that its system has been corrected to not authorize three-way calling charges when consumers make back-to-back calls or (2) demonstrate that its system has been modified to default to blocking three-way calling for consumers who have not ordered it.
- 3) Within 30 days, require that Frontier provide notification to all voice customers in exchanges served by a switch capable of three-way calling of the following:
 - a) Three-way calling was on the customer's line by default;
 - b) That three-way calling charges may have been incurred by making a call within 3 seconds of another call, or sometimes with fax machines; and

- c) The customer should contact Frontier if three way calling charges were billed, without the customer’s knowledge and intent of making a three-way call.
 - d) If the Commission should choose to not require customers to make an affirmative choice to have three way calling capability on their line, then
 - i) Customers should be notified that they can block the three-way calling feature free of charge and provide a process for doing so; and
 - ii) The length of time between calls that are to be three-way calls should be reduced to less than 3 seconds, to reduce the incidence of customers being billed for a service that they did not authorize.
- 4) Require Frontier to identify all customers that disputed the creation of unauthorized accounts for voice telephone service since January 1, 2017; to demonstrate that all unauthorized accounts have been deactivated; and to certify that the consumer was refunded for any charges paid on an unauthorized account.
- 5) Require Frontier to identify all customers that reported unauthorized charges for directory assistance or 411 calls, and:
- a) Demonstrate that all disputed directory assistance calls have been credited or otherwise refunded.
 - b) Require Frontier to investigate the cause of unauthorized directory assistance calls and within 60 days, to submit a compliance filing detailing the results of its investigation and proposed solution to reduce unauthorized directory assistance charges.
 - c) Frontier should show why it should not be found to have violated Minn. Stat. § 237.663(c) when it informed one or more Frontier customers that it could not block 411 calls from being made from a business phone due to federal law.

N. CONTRACTS: Refusal to Cancel; Early Termination Fees; Auto Renewal Without Notice; Customers Unware of Contracts; Contracts Never Signed.

Numerous consumers reported concerns with Frontier’s contract processes and provisions, particularly Frontier’s failure to provide a signed contract, Frontier’s failure to provide a copy of contract terms to which the consumer allegedly agreed, and Frontier’s assessment of large early termination fees (ETFs) without notifying consumers of the existence of ETFs, either prior to cancellation or at the time of contracting. Often, consumers did not know they were under contract as Frontier had either not adequately informed them of the contract length or had auto-renewed the contract without the consumer’s consent, knowledge, or adequate notice. Other consumers knew they contracted for a term, but Frontier claimed that the price was locked-in for a shorter period than the contract term.

Minn. Stat. § 237.011(2) requires the Commission to consider the goal of maintaining just and reasonable rates as it executes its regulatory duties regarding telecommunication services. Minn. Stat. § 237.06 provides: “It shall be the duty of every telephone company to

furnish reasonably adequate service and facilities for the accommodation of the public, and its rates, tolls, and charges shall be fair and reasonable for the intrastate use thereof. All unreasonable rates, tolls, and charges are hereby declared to be unlawful.”

Frontier’s practice of charging early termination fees for auto-renewed contracts has been subject to scrutiny in the recent past. In 2013, Farmers Mutual Telephone Company filed a verified complaint with the Commission, alleging that Frontier’s routine practice of imposing ETFs and automatic-renewal of contracts without consumers’ consent was an anticompetitive and unreasonable business practice.¹⁶³ Specifically, Farmers alleged that many consumers who ported away from Frontier to Farmers did not recall entering into a contract, customers were unaware that contracts automatically renewed (extending the imposition of ETFs), and Frontier refused to produce either a signed copy of the contract or a transcript of the sales call evidencing the customer’s informed acceptance of contract terms.¹⁶⁴

Pursuant to a settlement (“2014 Settlement Agreement”), Frontier agreed to take several steps including notification requirements to both existing and new customers.¹⁶⁵ For existing digital voice customers, Frontier agreed to send a bill insert informing them of the existence of a term agreement, that the time period of their term agreement is shown on their monthly bill, that an ETF will apply if they exit the agreement early, and that their term agreement may auto-renew.¹⁶⁶ If the customer did not agree with the conditions of the term agreement, the customer could terminate the existing agreement and replace it with month-to-month service; switch to a different service with Frontier; terminate service; or switch to another carrier.¹⁶⁷ For new customers entering a term agreement, Frontier agreed to provide notice—via letter, email, or bill message—identifying “the services subject to the term agreement, which specific services are associated with ETFs, and the specific dollar amount of the ETF applicable to each service,” disclosing “any applicable auto-renewal conditions,” and specifying that “the customer may opt out of any portion of a bundle of services without being held responsible for the ETF(s) that apply to the portions of the bundle that are retained.”¹⁶⁸ Frontier also agreed to update its tariff to include these notice requirements.¹⁶⁹

The Department requested documentation from Frontier showing that the notice that Frontier provides to new customers complies with the 2014 Settlement Agreement.¹⁷⁰ Frontier

¹⁶³ *In re Farmers Mut. Tel. Co. Compl. Against Frontier Commc’ns of Minn., Inc. re Early Termination Fees*, MPUC Docket No. 13-941, Verified Compl. and Request for Temporary Relief at 1 (Oct. 8, 2013) (eDocket No. 201310-92229-01).

¹⁶⁴ *Id.* at 3-4.

¹⁶⁵ *In re Farmers Mut. Tel. Co. Compl. Against Frontier Commc’ns of Minn., Inc. re Early Termination Fees*, MPUC Docket No. 13-941, Settlement Agreement (July 15, 2014) (eDocket No. 20147-101522-01).

¹⁶⁶ *Id.* ¶ A.

¹⁶⁷ *Id.* ¶ A.

¹⁶⁸ *Id.* ¶ C.1.

¹⁶⁹ *Id.* ¶ C.4.

¹⁷⁰ Attachment 2 – Frontier Response to DOC IR No. 58.

responded, “Currently, the auto-renew feature is not included when customers subscribe to new term plans. As a result, the content of the customer bill message notice has changed to:

‘You are currently subscribing to a term plan for [TERM PLAN NAME], which provides you a discount on your long distance services for [LENGTH OF TERM]. If you prematurely terminate this plan, an Early Termination Fee of [ETF AMOUNT] will apply.’”

Frontier continued, “In addition, each monthly bill of a customer in a term plan identifies the service subject to a term plan, the beginning and ending dates of that term plan, and information regarding any early termination fee liability.”¹⁷¹ Frontier did not provide the date that it discontinued auto-renewal for new plans.

In response to a Department information request, Frontier provided a list of over 8,000 ETFs charged to Minnesota consumers for phone or internet from January 1, 2015 to October 1, 2018.¹⁷²

In public comments and testimony, or individual complaints, several consumers reported that after being charged for terminating their contract, Frontier would not produce either a written or oral contract to show that the consumer agreed to the ETF. For example, Serenity Cox of the Green Isle Community School reported that the school changed phone providers in August 2018 after finding “a more efficient and cost effective company to work with.”¹⁷³ Ms. Cox reports that two months later, Frontier billed the school \$4,300 for terminating the contract early. Ms. Cox reports that the school’s financial officer discovered that neither the school nor Frontier had a copy of the contract. When the school made a claim requesting a contract, Ms. Cox reports it was denied by Frontier, even though Frontier admitted that they could not locate the contract on file.

Many consumers reported being unaware that they had a term contract or that their contract auto-renewed. Some consumers, due to the length of time they had service with Frontier, believed the term canceled years ago. For example, Troy and Dixie Duerkson reported that they understood their phone contract had expired five years ago, but when they called to change their phone plan, Frontier said they would owe \$100 under their contract.¹⁷⁴ The Duerksens reported that they did not receive either a written contract or a phone call regarding a new contract. Similarly, Ronald Kitmann reported that, due to poor service, he canceled his

¹⁷¹ Attachment 2 – Frontier Response to DOC IR No. 58.

¹⁷² Frontier Response DOC IR No. 59. The IR response is not attached because the spreadsheet includes addresses and phone numbers of consumers as well as whether their account is in collections.

¹⁷³ Attachment 1 - Serenity Cox Public Comment of Feb. 28, 2018 (DOC 7 - 000991 - 000992).

¹⁷⁴ Attachment 1 - Troy and Dixie Duerksen Public Comment of Feb. 25, 2018 (DOC 7 - 000947). *See also* Mary Lunde Public Comment of Feb. 7, 2018 (DOC 6 - 000864) (describing a similar ETF while cancelling what she learned was an auto-renewed contract).

internet along with the landline he had for 36 years.¹⁷⁵ Mr. Kitzmann reported that Frontier charged a \$100 ETF.

At least one consumer reported being unable to cancel the automatic renewal of the contract. Peggy and Doug Lashmett reported that they called Frontier in January 2017 to cancel the auto renewal on their phone and internet bundle.¹⁷⁶ A customer service representative told the Lashmetts that the auto-renewal would be canceled and the rate would not change. A few months later, the Lashmetts reported noticing that the auto-renewal date on their bill was listed a year later than previously. The Lashmetts reported that when they called Frontier again, a second customer service representative told them that they were still under automatic renewal because the previous customer service representative had reinstated it to make the rate the same.

At least one consumer reported that although Frontier represented a contract term of a certain period, Frontier ultimately raised rates after only part of the contract term. For example, Sylvan Tekrony, representing Denise's Tax and Accounting, stated that he signed up the business for internet and phone for a two-year contract.¹⁷⁷ Mr. Tekrony described his understanding from speaking with Frontier's salesperson that the business was agreeing to two-years of service at a set rate. Mr. Tekrony reported that a year later the bill increased by about 250% and when the business owner called Frontier, it stated that the rate was only guaranteed for a year.

Conclusions

Frontier's contracting procedures are unclear and its terms of service are either wholly unknown or unclear to many consumers. In some cases, Frontier customers who had been with Frontier prior to the 2014 Settlement Agreement did not appear to receive adequate notice regarding Frontier's auto-renewal policies and believed they were no longer under contract. Because Frontier refuses to provide consumers with the contract terms or a recording of what the consumer allegedly agreed to, consumers do not have adequate recourse to challenge ETFs. If consumers such as the Green Isle Community school are correct that Frontier denies claims contesting ETFs even if Frontier cannot locate a contract or agreement showing that the consumer agreed to an ETF, this draws not only Frontier's ETF policy under scrutiny but also its recordkeeping.

Frontier appears to place the burden on the consumer to show that the consumer did not agree to an early termination fee. Frontier does not appear to instruct its customer service representatives to perform a records check to ensure that consumers were notified they were subscribing to a term agreement, that an ETF would be assessed, or that disclosed "any

¹⁷⁵ Attachment 1 - Ronald Kitzmann Speak Up Comment of August 18, 2018 (DOC 13 - 001885).

¹⁷⁶ Attachment 1 - Peggy and Doug Lashmett Public Comment of Apr. 8, 2018 (DOC 8 - 001187).

¹⁷⁷ Attachment 1 - Sylvan Tekrony Public Testimony of Sept. 25, 2018 (DOC 4 - 000497 - 000499)

applicable auto-renewal conditions,” as required by the 2014 Settlement Agreement. While Frontier claimed that it “does not assess an ETF unless it believes the customer has agreed to the term service plan,” and that “Verbal acceptance is verified by a third-party entity,”¹⁷⁸ customers indicate just the opposite—that consumers must disprove that the presumed ETF applies.

In addition, Frontier’s reported practice of having non-symmetrical periods for the customer’s contract period vis-à-vis Frontier’s price guarantee appears unfair and unreasonable. Consumers reasonably understand contracts to be bilateral—that their agreement to make two-years of payments is in consideration for a company locking in its price for the two-year term. If consumers such as Mr. Tekrony are correct, that Frontier is describing a two-year term for the consumer but only locking in a price for one year, this practice is at least unreasonable and unfair.

Recommendations

- 1) Require Frontier to show why its practices with applying ETFs, in cases where there is neither a signed contract nor a verbal recording, is not an act of fraud.
- 2) Require Frontier to refund ETFs it has collected from January 1, 2015 to present, unless Frontier can produce a signed customer contract or a verbal recording that clearly identifies the applicability and amount of the ETF.
- 3) Prior to any further collection of an ETF without a signed contract or verbal recording by the customer, ETFs should not apply on a going forward basis, unless the Commission accepts a proposal to be submitted by Frontier. Customer service representatives should validate the existence of a signed contract prior to telling the customer that an ETF applies. A Frontier executive officer should attest that this practice has been implemented.
- 4) If Frontier desires to submit a proposal for the Commission consideration concerning ETFs, require Frontier to demonstrate that its process for assessing ETFs ensures the following:
 - a) That the consumer received adequate notice of the ETF and auto-renewal provisions as required by the 2014 Settlement Agreement;
 - b) That the consumer actually agreed to a term contract; and
 - c) That the consumer has adequate recourse to contest the propriety of an ETF on a case by case basis.
- 5) Require Frontier to demonstrate that its salespersons and customer service representatives will provide clear explanations of the length of the term of the

¹⁷⁸ Attachment 2 – Frontier Supplemental Response (Nov. 1, 2018) to DOC IR No. 59. It is unclear at what stage the “third-party entity” verifies any verbal acceptance of the contract agreement.

contract, the existence and amount of any early termination fees, any auto-renewal features of the contract, and the ability to cancel and process for canceling any auto-renewal feature of a contract prior to the consumer contracting for service.

- 6) Require Frontier salespersons and customer service representatives to receive recorded verbal confirmation from consumers that the consumer understands and agrees to the length of the term of the contract, the existence and amount of any early termination fees, and any auto-renewal features of the contract, and the consumer understands that he or she may cancel any auto-renewal of a contract at any time.
- 7) Require Frontier to notify all current consumers of the ability to cancel the auto-renewal feature on their contract and provide a clear, step-by-step process for consumers to do so without penalty.
- 8) Require that the terms of the 2014 Settlement Agreement be incorporated into Frontier's standard training materials.

O. DISCONNECTION OF SERVICE; SERVICE DELAY

Many consumers reported concerns regarding Frontier's practices for disconnecting service, such as assessing reconnection fees where disconnection was not for a valid cause and failing to provide adequate notice of disconnection. The Department's investigation also raises concerns regarding Frontier's compliance with the bill dispute process set-up by the Commission's rules. In addition, many consumers reported lengthy delays in Frontier's installation of telephone service.

1. RECONNECTION OF SERVICE FEE/ "Activation fee" is prohibited if there was no "Valid Cause" to disconnect.

From customer complaints, it appears that Frontier has disconnected the service of telephone subscribers for other than "valid cause" and charged a reconnection fee in violation of the requirements of Minn. R. 7810.2200.

Minn. R. 7810.2200 provides that a telephone utility may charge subscribers its tariffed reconnection fee¹⁷⁹ only if service had been disconnected for "valid cause." "Valid cause" for disconnection does not include failure to pay a portion of a phone bill for internet access or other information services, which is also specifically prohibited by Minn. R. 7812.0600 subp. 7: "An LSP may disconnect a customer's basic local service as allowed under parts 7810.1800 to 7810.2000, except that it shall not disconnect basic local service for nonpayment of . . . information service charges or any service other than basic local service."

¹⁷⁹ Further, the utility may charge a reconnect fee for disconnection of service pursuant to part 7810.1900, item B, regarding disconnections for hazardous conditions, only if customer provided equipment (CPE) caused the hazard.

Customers reported that Frontier charged reconnection fees after Frontier disconnected service. Ms. Juanita Nolan reported at the McGregor public hearing saying: “ I only have a landline. I live alone. And there is no one really close that if I was hurt that I could crawl to get a line or get help. Two weeks is just too much. ... So I called again to Frontier and explained that I didn’t have internet, and they said, well, you called and shut it off. But I did not call and shut it off. So they’re going to put it back on for me within two days for a charge of \$80. And that was on my bill, in which I discussed – and I apologize for being so rude to them – but I was very disgusted. ...I called them actually today and it’s going to be about a week before they can come out and fix my phone again, which it’s never been totally fixed. I have the static. I have internet that goes out because they said I turned it off, they were charging me \$80.”¹⁸⁰

Ms. J.N. complained by email¹⁸¹ on February 17, 2018 to the CAO stating: “I called and asked them to put my service on a vacation hold which they never did then billed me, then permanently disconnected my service which resulted in almost 600\$ in which I paid to get my service restarted.” (Non-public DOC 000813).

Mr. Daniel Gleason and Ms. Jenifer Enos of Maple Plain reported that at the beginning of May of 2017, Ms. Enos called Frontier about promotions for a new plan: “After talking to the representative, I stated that I would talk it over and get back to them.”¹⁸² “When I arrived home that night, our internet service was not working. I called to find out why and the person I talked to stated our account had been cancelled.” Frontier restored telephone service after a three week outage and internet after five or more weeks. Mr. Gleason and Ms. Enos reported that they never received a credit for the prolonged outage, and instead they “received a bill for twice our usual amount as they added in partial monthly charges and activation fees.”¹⁸³ In April, 2018, Frontier notified the subscribers they were “two months past-due and they were going to disconnect our service if it was not paid in 10 days. I did check my records and it was past due only because I did not receive any invoices from them.”¹⁸⁴

Conclusion

It appears from customer complaints that Frontier has a practice of disconnecting the service of telephone subscribers for other than “valid cause” and has charged reconnection fees in violation of the requirements of Minn. R. 7810.2200.

¹⁸⁰ Attachment 1 – Juanita Nolan Public Comment, McGregor public hearing (DOC000150- 000152)

¹⁸¹ Ms. J.N. complaint by email on February 17, 2018 to the CAO stating: (Non-public DOC 000813).

¹⁸² Attachment 1 - Daniel Gleason and Jenifer Enos Public Comment of Mar. 19, 2018 (DOC 8-001090).

¹⁸³ It is possible that Mr. Gleason and Ms. Enos were victims of Frontier’s February 2018 switching of customers to electronic billing in violation of the Commission’s Order specifically prohibiting an “opt-out” scheme for electronic billing, in *In the Matter of a Filing to Institute a Charge for Paper Bills for Customers*, Docket No. P-405/AM-17-427, Sept. 11, 2017, and in violation of Minn. R. 7810.1400, subp. 1, and Minn. Stat. § 237.101, which requires customers’ authorization of electronic bills to be in writing, as described in section C above.

¹⁸⁴ Attachment 1 – Mr. Daniel Gleason and Ms. Jenifer Enos Public Comment of Mar. 19, 2018 (DOC 8-001090).

Recommendations

The Commission should order the following relief:

- 1) Find that Frontier has violated Minn. R. 7810.2200 for each customer not validly disconnected and charged a fee for reconnection.
- 2) If the Commission agrees, the Department staff can review each consumer's comments in this matter and provide an accounting to the Commission, subject to comment, for the pursuit of penalties.
- 3) Require Frontier, within 60 days of the date of the Commission's Order, to demonstrate compliance with Minn. R. 7810.2200 by filing a report showing that it has implemented practices that ensure it appropriately charges reconnect fees. The Report will be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the information and attests to its accuracy.
- 4) Require Frontier to file an accounting, within 60 days of the Commission's Order, to demonstrate that subscribers and former subscribers who were improperly charged a reconnection fee, and are therefore entitled to a credit or refund for the period January 1, 2015 through 2018, have received a correct bill credit or refund in the amount required by Minn. R. 7810.2200. If a former telephone service subscriber no longer subscribes to telephone service, the refund is still required.¹⁸⁵ The accounting should list:
 - a) Each customer charged a reconnect fee, for the calendar years 2015, 2016, 2017, and 2018;
 - b) The date of the charge;
 - c) The amount of the charge;
 - d) The reason for the disconnection; and
 - e) The amount the customer should have been charged.

The accounting from Frontier should be subject to comment, and include an affidavit of a Frontier executive officer attesting to the accuracy of the information Frontier provides.

- 5) Require Frontier to provide a notice to customers and former customers of the circumstances under which a reconnection fee is authorized, and that if they were charged in circumstances other than that, the credit or refund they received is being

¹⁸⁵ If any refund payment cannot be made because a past subscriber cannot be found despite the best effort of Frontier, such refunds shall be treated by Frontier as "unclaimed property" of the subscriber as defined in Minn. Stat. Ch. 345. Frontier shall file a report within 180 days describing all refunds treated as unclaimed property.

reviewed. The notice should state that, if a large credit or refund was required, customers should expect to see the refund or credit on their bill in the coming months; and, if customers or former customers do not receive a refund or credit, but believe they are entitled to a refund or credit, the customer may contact the Department of Commerce at 651-539-1883 or telecom.commerce@state.mn.us.

- 6) Require Frontier to submit a filing after all refunds and credits have been issued to demonstrate compliance, including the date and amount of the bill credit or refund Frontier has provided to the customer or former customer. The filing should be submitted to the Commission, be subject to comment, and should include an affidavit of a Frontier executive officer attesting to the accuracy of the filing.
- 7) Require Frontier to file quarterly reports on all reconnection fees charged for five years following the Commission's Order. The report should include:
 - a) Each customer charged a reconnect fee;
 - b) The date of the charge;
 - c) The amount of the charge;
 - d) The reason for the disconnection; and
 - e) An affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to the validity of the charges and accuracy of the information in the report.

2. DISCONNECTION NOTICE REQUIREMENTS.

It appears from subscriber complaints that Frontier's practices include disconnection of customers' service without notice, in violation of Minn. R. 7810.2300, and Minnesota law requiring reasonably adequate service.

Minn. R. 7810.1800, lists the circumstances under which a utility may disconnect service to a customer but requires notice to be provided. Minn. R. 7810.2300 provides that any required notice "must precede the action to be taken by at least five days excluding Sundays and legal holidays," and be delivered by first class mail to the service address or to the separate billing address, if any. Alternatively, notices may be delivered in writing by a representative of the utility; receipt of them must be signed by the customer, if present, or some other member of the customer's family of responsible age, or the utility representative must make an affidavit under oath that the utility representative delivered the notice to the customer, or the customer's residence or business.¹⁸⁶ Minn. R. 7810.2300 also requires the utility keep a record of all required notices and all affidavits required, which must be made available to the Commission. "Disconnection notices shall contain the date on or after which disconnection will occur, reason for disconnection, and methods of avoiding disconnection in normal, easy-to-understand language."

¹⁸⁶ Minn. R. 7810.2300 (2017).

Mr. L. filed a complaint with the Commission alleging that Frontier discontinued his service in July, 2017 after the Company failed to charge his account via Auto-Pay.¹⁸⁷ Mr. L alleges that he did not receive adequate notice of the Auto-Pay failure. As a result, Mr. L's account went into arrears and, in August, 2017, Frontier disconnected his landline and internet. When Mr. L contacted Frontier, the Company ignored the fact that he was under a three year contract for \$19.99 per month and informed him that his service would only be reconnected with a rate increase from \$19.99 per month to \$49.94 per month.

Mr. S. filed a complaint with the Commission.¹⁸⁸ Mr. S stated that, during one conversation with Frontier, Mr. S requested removal of a \$2.99 per month charge for "Anonymous Call Service" and inquired about a possible modem update to improve his internet access speed. As a result of the telephone conversation with Frontier, the Carrier disconnected Mr. S's Internet service. After that, the bill that Mr. L received from Frontier showed a \$6.99 per month charge for Residential Voice Mail Service and a \$9.99 charge for Equipment Delivery and Handling.

Conclusion

It appears from subscriber complaints that Frontier has at times failed to properly notify customers of disconnection of customers' service without notice, in violation of Minn. R. 7810.2300.

Recommendations

The Commission should order the following relief:

- 1) Find that Frontier has violated Minn. R. 7810.2300 for each customer disconnected without notice.
- 2) If the Commission agrees, the Department staff can review each consumer's comments in this matter and provide an accounting to the Commission, subject to Comment, for the pursuit of penalties.
- 3) Require Frontier within 60 days of the date of the Commission's Order to demonstrate compliance with Minn. R. 7810.2300 and 7812.0600, subp. 7 by filing a report showing the practices Frontier has implemented to ensure it does not disconnect customers without proper notice, and otherwise complies with Minn. R.7810.2300 and 7812.0600, subp. 7. The report shall include an affidavit of a

¹⁸⁷ Mr. L. of Ely Nonpublic Complaint to CAO of Dec. 6, 2017 (DOC 17 – 002092 – 002098) and (DOC 23 – 003488 – 003493)

¹⁸⁸ Mr. D. S. Nonpublic Complaint to CAO of Feb. 28, 2018 (DOC 25 - 003583 - 003588).

Frontier executive officer, stating that he or she has reviewed the information and attests to its accuracy.

- 4) Require Frontier to provide a copy of the notice it proposes to use for disconnections of service. The notice that Frontier proposes should be submitted for review to Commission and Department of Commerce staff, and, if there is agreement, approved by the Executive Secretary.
- 5) Require Frontier to provide a notice to customers that it may have disconnected service without receiving at least five days' notice, excluding Sunday's and legal holidays. If any customer believes they were disconnected from service without proper notice, they may contact the Department of Commerce at 651-539-1883 or telecom.commerce@state.mn.us. Customers that incurred any fees associated with the disconnection should receive a refund. This will allow the Department to track the number of violations that may be used for the assessment of penalties if such penalties are pursued in District Court.
- 6) Require Frontier to file quarterly reports on all disconnections, for five years following the Commission's Order. The report should include:
 - a) Each customer whose service was disconnected;
 - b) The date of the disconnection;
 - c) The date of the notice of the impending disconnection;
 - d) The reason for the disconnection;
 - e) An affidavit of a Frontier executive officer stating that he or she has reviewed the quarterly report and attests to its accuracy, and that the disconnections were made in compliance with Minn. R. 7810.2300 and 7812.0600 subp. 7.

3. BILL DISPUTES. No disconnect if bill is disputed.

It appears that Frontier fails to inform or supply a copy of an "escrow payment form" to customers who dispute the company's bills, thereby failing to comply with the requirements of Minn. R. 7810.2400 and 7810.2500.

In Minn. R. 7810.2400 and 7810.2500, the Commission established a simple dispute resolution mechanism. Under Minn. R. 7810.2400, if a customer advises the utility, that he or she disputes the bill or underlying service that affects the bill, the utility promptly must investigate the dispute; advise the customer of investigation and its result; attempt to resolve the dispute; and withhold any planned disconnection of service until the investigation is completed and the customer is informed of the findings of fact. Upon the findings of the utility, the customer must pay the bill that the utility claims is owed, but, if the resolution is not satisfactory, the customer can designate a disputed portion under the "escrow" process detailed in Minn. R. 7810.2500.

Minn. R. 7810.2500 states that the dissatisfied customer must be provided by the utility with an “escrow payment form” to send to the Commission to commence an informal complaint and must pay the full amount shown on the post-investigation billing of the telephone utility. By doing so, the customer is deemed to have filed an informal complaint with the Commission, pursuant to the Commission’s rules of practice, parts 7829.0100 to 7829.3200. Refunds to which the customer is subsequently determined to be entitled earn interest.

Despite the many customer public comments, testimony, and complaints, no Frontier customer indicated that they were aware of or had been “provided by the utility” the “escrow payment form” called for by Minn. R. 7810.2500. It appears that Frontier may not inform customers of their right to seek assistance from the Commission.

For example, Ms. Nancy Rezny testified that approximately three years ago she paid her bill online, in the amount of \$236.78.¹⁸⁹ When Frontier claimed she had not paid, she presented Frontier with proof of payment from her credit union, which showed that the funds had been electronically transferred and accepted by Frontier, but Frontier continued to dispute the fact of the payment. Frontier then disconnected her internet access and telephone service, and placed a bad credit report for 400 and some dollars for the disputed amount. When Ms. Rezny subsequently purchased a car, she discovered the damage to her credit, which increased the rate of interest on her car loan.

Mr. R.L. of Taylors Falls reported that after he ordered service from Frontier and scheduled installation for June 4th, 2017, and then again on June 16th, 23rd, and 24th, 2017, but no technician arrived.¹⁹⁰ Because of these missed appointments, Mr. R.L. contacted Frontier and cancelled his order. Despite the cancellation, several days later, a technician arrived to install service. Mr. R.L. was never provided service by Frontier, but was nevertheless billed, which negatively affected his credit. Only after the Minnesota Attorney General contacted the company in 2018 did Frontier cease collection activity.

Conclusion

It appears that Frontier fails to inform customers of the Commission’s escrow process, or to supply to customers who dispute the company’s bills with a copy of the “escrow payment form” that is required to be “clearly marked and provided by the utility” to the customer. It appears that Frontier fails to comply with the requirements of Minn. R. 7810.2400 and 7810.2500.

Recommendations

The Commission should order the following relief:

¹⁸⁹ Attachment 1 - Nancy Rezny Public Testimony of Sept. 5, 2018 (DOC 2-000196).

¹⁹⁰ Mr. R.L. Nonpublic Complaint to Attorney General of Feb. 28, 2018 (DOC 27-004102-004104).

- 1) Find that Frontier has violated Minn. R. 7810.2400 and Minn. R. 7810.2500 when it has failed to inform customers of the Commission's escrow process, and to supply to customers who dispute the company's bills a copy of the "escrow payment form."
- 2) If the Commission agrees, the Department staff can review each consumer's comments in this matter and provide an accounting to the Commission, subject to Comment, for the pursuit of penalties.
- 3) In addition, or instead of the Department providing the accounting of the violations from the customer complaints, the Commission may require Frontier to provide, within 60 days of the Commission's Order, a report showing the following:
 - a) For the calendar years 2016, 2017, and 2018, the identity of each customer who was either disconnected or had his account sent to a collection agency, who was not provided with the information to inform the customer of his or her rights to designate funds in escrow and file a complaint with the Commission;
 - b) The date of the disconnection or referral to a collection agency; and
 - c) The reason for the disconnection or referral to a collection agency;
 - d) Any evidence that Frontier informed customers of the Commission's escrow process and supplied customers who dispute the company's bills with a copy of the escrow payment form.
- 4) Require Frontier to provide a report within 60 days of the date of the Commission's Order, demonstrating that it has implemented practices that ensure it does not disconnect or send customer accounts to collections, without first (a) informing customers in writing of their rights under Minn. R. 7810.2400 and 7810.2500 to designate funds in escrow and file a complaint with the Commission; (b) supplying to customers who dispute charges on Frontier's bills a copy of a clearly marked escrow payment form for the customer to submit to the Commission; and (c) otherwise comply with Minn. R. 7810.2400, 7810.2500, 7812.0600, subp. 7, and Minn. Stat. § 237.06. The report shall include an affidavit of a Frontier executive officer, stating that he or she has reviewed the information and attests to its accuracy.
- 5) Require Frontier to provide a copy of the notice it proposes to use for informing customers of (a) their rights under Minn. R. 7810.2400 and 7810.2500 to designate funds in escrow and file a complaint with the Commission; (b) their rights to dispute charges on Frontier's bills and receive from Frontier a clearly marked escrow payment form for the customer to submit to the Commission. The notice should be submitted for review to Commission and Commerce staff, and, if there is agreement, approved by the Executive Secretary. The notice shall include an explanation that, as to disputed charges, customers have the rights: (a) upon reporting to Frontier a disputed charge, to receive from Frontier a copy of a clearly marked escrow

payment form for the customer to submit to Frontier and the Commission, and (b) to file a complaint with the Commission and designate the disputed amount that Frontier is to hold in escrow. The notice should state that, if any customer believes that the Company has failed to comply with these rules and laws, they should contact the Department of Commerce at 651-539-1883 or telecom.commerce@state.mn.us. After the notice is provided, the Company shall file proof of compliance, including an affidavit of a Frontier executive officer attesting to the veracity of the information.

4. DELAY IN INITIAL SERVICE OR UPGRADE. Priority for public health/ safety.

It appears that Frontier may not meet its obligation to install service timely, or otherwise comply with its obligations under Minn. R. 7810.2800 and its AFOR.

Minn. R. 7810.2800 provides the following regarding installation delays:

During such periods of time as telephone utilities may not be able to supply initial telephone service to an applicant or upgrade existing customers within 30 days after the day applicant desires service, the telephone utility shall keep a record by exchanges showing the name and address of each applicant for service, the date of application, date service desired, the class and grade of service applied for, together with the reason for the inability to provide the new service or higher grade to the applicant. When, because of shortage of facilities, a utility is unable to supply main telephone service on dates requested by applicants, first priority shall be given to furnishing those services which are essential to public health and safety. In cases of prolonged shortage or other emergency, the commission may require establishment of a priority plan subject to its approval for clearing held orders, and may request periodic reports concerning the progress being made. Ninety percent of the utility's commitments to customers as to the date of installation of regular service orders shall be met excepting customer-caused delays and acts of God.

The Citizen's and Frontier AFOR plans had the following provisions concerning timely installation of service.

If unable to provide primary local exchange service (that is, the first access line to the customer providing local dial tone and local usage necessary to receive a call to a customer) within three business days, or on the requested installation date, if later, for company reasons, the company shall waive the one-time installation charge for primary line connections, and shall also offer the customer free

of charge a telephone number, a directory assistance listing, and the customer's choice of either:

- 1) Free remote call forwarding of that number until service is provisioned;
or
- 2) A free voice mailbox to which the customer's calls may be directed until service is provisioned.

The company shall give priority installation commitments to customers who identify critical medical situations. Critical medical situations are identified as infants on monitoring systems, individuals on life support systems, or other life-threatening emergencies. If the delay is due to customer actions or other force majeure conditions, then no remedy will be required.

Consumers reported long delays in Frontier's installation of service, often without compensation or the AFOR remedy. John Kirby, who operates Metropolitan Court Reporters indicated that his business relocated at the end of June 2018.¹⁹¹ Frontier scheduled an appointment to transfer the service for a residential line and two business lines (phone and fax). When the technician arrived, he informed Mr. Kirby that the company's records showed a work order for the residential line only. Despite many calls, several trips to Frontier's Rosemount office, and multiple no-shows of technicians (for which Mr. Kirby had arranged to be available), phone and fax service was not installed for Mr. Kirby's business for three months. Upon restoration of service, Mr. Kirby found a message to the unconnected business line from Frontier, to schedule an appointment to install service to that same unconnected number. Despite providing no service on the two business lines from June 28 to the end of September, Frontier billed the full amount. Mr. Kirby informed the Department that, after his public comment, Frontier adjusted his phone bill by only \$68. Mr. Kirby is in a Frontier exchange covered by an AFOR plan at the time of the delayed installation, which required Frontier to waive the one time installation charge for primary line connections, and also offer the customer free of charge, a telephone number, a directory assistance listing, and the customer's choice of either: 1) Free remote call forwarding of that number until service is provisioned; or 2) a free voice mailbox to which the customer's calls may be directed until service is provisioned.

Another consumer, Ms. E.C., reported in June 2018 that she and her husband are elderly, and had been awaiting installation of phone service in Finlayson since March.¹⁹² Ms. E.C. indicated she had given up and tried during the week of June 29 to cancel the installation order, but had been unable to do so because Frontier hung up on her numerous times. Ms. E.C. is in a Citizens' service area and was covered by an AFOR plan and should have been provided with the same relief as Mr. Kirby, as explained above.

¹⁹¹ Attachment 1 – John Kirby Public Comment of Mar. 6, 2018 (DOC 08-001175 - 0001176).

¹⁹² Ms. E.C. Nonpublic Complaint to Commission of June 29, 2018 (DOC 21-002829).

Conclusions:

Complaints of consumers indicate that Frontier may not be meeting its obligation to install service timely, and to otherwise comply with its obligations under Minn. R. 7810.2800 and its AFOR.

Recommendations

The Commission should order the following relief:

- 1) Require Frontier to demonstrate compliance with Minn. R. 7810.2800 by filing evidence, within 60 days of the date of the Commission's Order, that it has implemented practices to ensure it meets its obligations. The filing should be subject to comment, and include an affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to its accuracy.
- 2) Require Frontier to file an accounting within 60 days of the Commission's Order, to demonstrate that subscribers and former subscribers, who qualified for the customer remedy for a delayed installation, were properly provided with the required AFOR relief. Frontier should file an accounting for the period from January 1, 2015 through 2018, that includes the following information:
 - a) A report listing all customers that received the AFOR remedies pertaining to installations. The list should include:
 1. Customer name;
 2. Customer telephone number;
 3. The exchange where the customer resided when provided the remedy; and
 4. The date the customer was provided with the remedy.
 - b) A report listing all customers that did not receive the AFOR remedies but did not have service installed on their primary line within three business days. This list should include:
 1. Customer name;
 2. Customer telephone number;
 3. The exchange where the customer resided at the time installation was to occur;
 4. The amount the customer was charged for the installation; and
 5. The value of the applicable AFOR remedy, if the customer was provided installation at no charge, a telephone number, a directory assistance listing, and either remote call forwarding or a free voice mailbox.

The accounting should be submitted to the Commission, subject to comment, and should include an affidavit of a Frontier executive officer stating that he or she has reviewed the information and attests to the accuracy of the accounting and the veracity of the information.

- 3) Request Frontier to provide a notice to customers and former customers that if they installed telephone service and were not provided with the stated benefits in the AFOR plans, they may be entitled to a credit. The notice should state that customers should expect to see the refund or credit on their bill in the coming months if they did not receive the AFOR benefits, if installation took more than three business days. The notice should also state that if customers or former customers do not receive a refund or credit, but believe they are entitled to a refund or credit, the customer may contact the Department of Commerce at 651-539-1883 or telecom.commerce@state.mn.us. Frontier's proposed notice should be submitted for review to Commission and Department staff, and, if there is agreement, approved by the Executive Secretary. After the notice is provided, Frontier shall file proof of compliance, including an affidavit of a Frontier executive officer attesting to the veracity of the information.

P. INSPECTIONS, TESTS, SERVICE REQUIREMENTS

1. UTILITY OBLIGATIONS. REFUSAL TO INSTALL SERVICE. CARRIER OF LAST RESORT

The Department identified 11 consumer complaints/concerns filed in this proceeding related to the difficulty with obtaining telephone service from Frontier. Consumers raised the serious concerns regarding Frontier's refusal to install any telephone service, or failure to install in a timely manner. This can be very dangerous, because, without Frontier telephone service, residents of Frontier's service area may have no access to emergency or other important services.

Several statutes and rules state the duties of telephone utilities such as Frontier, who are common carrier telephone service providers that enjoy monopoly or near-monopoly markets in their exchange service areas. This set of duties is commonly referred to the duties of a "carrier of last resort" (COLR).

Among the COLR duties is the obligation to offer phone service to everyone in the service territory, referred to as the "universal service" requirement. Universal service means the carrier must offer reasonably affordable rates (even for residents of rural "high-cost" areas and those with low incomes) to everyone in its service area (including persons with physical

disabilities). Specifically, in Minnesota, Minn. Stat. § 237.06¹⁹³ requires telephone companies to provide “reasonably adequate service and facilities” for the “accommodation of the public”, at rates that are “fair and reasonable.” The Legislature has specifically directed the Commission, in Minn. Stat. § 237.011¹⁹⁴ to consider in all proceedings that it should preserve universal service, ensure that a monopoly provider’s rates are reasonable, and otherwise protect customers of telephone companies that face little or no competitive pressure to adequately serve customers.

Minn. Stat. § 237.121¹⁹⁵ requires companies to abide by their tariffs, price lists, and contracts, and with all of the Commission’s rules and orders. Further, the Commission has the “power of life and death” over a monopoly telephone utility, in that the Legislature endowed the Commission, in Minn. Stat § 237.16,¹⁹⁶ with the “exclusive authority” to authorize an entity to serve, and to determine how best to protect consumers from “monopolistic practices” and “preserve the state’s commitment to universal service.”

The Commission has by rule further ensured universal service: Minn. R. 7810.5000¹⁹⁷ requires telephone utilities to provide phone service to everyone in their service area, and for the service quality to “meet or exceed the standards set forth in this chapter.”

Further, Minn. R. 7810.5000 requires each telephone utility to “continually” review its operations to assure that it provides adequate service to the public.

¹⁹³ Minn. Stat. § 237.06 states in part: “It shall be the duty of every telephone company to furnish reasonably adequate service and facilities for the accommodation of the public, and its rates, tolls, and charges shall be fair and reasonable for the intrastate use thereof.”

¹⁹⁴ Minn. Stat. § 237.011 includes the following state goals that should be considered as the commission executes its regulatory duties with respect to telecommunication services:

- (1) supporting universal service;
- (5) maintaining or improving quality of service;
- (7) ensuring consumer protections are maintained in the transition [from a monopoly situation] to a competitive market for local telecommunications service...

¹⁹⁵ Minn. Stat. § 237.121 states in part: (a) a telephone company or telecommunications carrier may not do any of the following with respect to services regulated by the commission: ... (3) fail to provide a service, product, or facility to a consumer other than a telephone company or telecommunications carrier in accordance with its applicable tariffs, price lists, or contracts and with the commission’s rules and orders;

¹⁹⁶ Minn. Stat. § 237.16, subd.1 states in part: “[f]or the purpose of bringing about fair and reasonable competition for local exchange telephone services, the commission has the authority ... to: ... authorize any person to ... furnish local service to subscribers in any municipality of this state, and to prescribe the terms and conditions upon which ... service delivery may be carried on; and ...[to] establish terms and conditions for the entry of telephone service providers so as to protect consumers from monopolistic practices and preserve the state’s commitment to universal service.

¹⁹⁷ Minn. R. 7810.5000 states in part: “[e]ach telephone utility shall provide telephone service to the public in its service area in accordance with its rules and tariffs on file with the commission. Such service shall meet or exceed the standards set forth in this chapter. Each telephone utility has the obligation of continually reviewing its operations to assure the furnishing of adequate service.”

Finally, the Frontier AFOR¹⁹⁸, specifies that Frontier was to have an objective of installing primary local telephone service within three business days, and if Frontier failed to do so, it was to provide compensation to the customer.¹⁹⁹

Many households, including those whose members include elderly, disabled, or otherwise medically at-risk individuals, rely on their telephone to access emergency services, but also to stay in touch with schools, daycares, work, doctors, family, friends, etc. From complaints and comments, however, it is evident that Frontier refuses to serve for months and even more than a year to obtain primary basic local telephone service. This is unacceptable and contrary to Minnesota's laws and the Commission's rules referenced above. Also, Frontier is certified as an eligible telecommunications carrier and is receiving nearly \$28 million over 10 years to bring broadband to over 14,000 locations. As discussed below, as an ETC provider, Frontier is also obligated to offer service throughout its service area.

Customers have demonstrated that Frontier in fact does not offer timely installation of telephone service in its service area. For example, Ms. Shellie Metzler told of her difficult experience when she tried ordering service from Frontier on the Commission's Speak Up Forum.²⁰⁰ Ms. Metzler first attempted to order both telephone and internet service in July of 2016. Frontier failed to provide service for more than a year. Only in September 2017, after many, many calls and hours spent with Frontier customer service representatives, did Frontier provide service.

Ms. Diane Eaton testified at the Wyoming public hearing that Frontier refused to provide landline service.²⁰¹ Ms. Eaton stated that her husband has memory problems and cannot remember how to use a cell phone. Ms. Eaton explained that this is a very dangerous situation for the elderly people in the community.²⁰²

Mr. John Peterson stated, in September 2018, that he first requested telephone service in June of 2017.²⁰³ After numerous unfruitful communications with Frontier, including promises that service would be installed, but field technicians not showing up, service was still

¹⁹⁸ *In the Matter of a Petition by Frontier Communications of Minnesota, Inc. for Approval of its Revised Alternative Regulation (AFOR) Plan*, MPUC Docket No. P405/AR-14-735 the Commission, "Order Approving Alternative Regulation Plan as Modified" issued February 23, 2015.

¹⁹⁹ The AFOR states that, if Frontier fails to timely provide primary local exchange service, Frontier shall waive the one-time installation charge for primary line connections, and offer the customer free of charge a telephone number, a directory assistance listing, and the customer's choice of either: 1) Free remote call forwarding of that number until service is provisioned; or 2) A free voice mailbox to which the customer's calls may be directed until service is provisioned." And, further, Frontier must give priority installation commitments to customers who identify "critical medical situations." Critical medical situations are defined in the AFOR as any "life-threatening emergencies."

²⁰⁰ Attachment 1 - Metzler Speak up Comment of March 7, 2018 (DOC 12 – 001821 - 001823).

²⁰¹ Attachment 1 - Eaton Public Testimony of September 12, 2018 (DOC 3 - 000307-000310)

²⁰² See also section D regarding the requirement of Minn. R. 7810.5900 for Frontier to provide repairs consistent with the medical needs of the subscriber.

²⁰³ Attachment 1 – John Peterson Public Comment of September 2018 (DOC 30 - 004342 - 004345)

not installed as of September of 2018, and Mr. Peterson remained without service, as he had been for a period of 15 months.

Conclusions

Consistent with the Commission's goals as set out in Minn. Stat. § 237.011, the Commission should undertake to preserve universal service and protect Minnesota customers from a telephone company that faces little or no competitive pressure that would otherwise require it to adequately serve customers.

Consistent with the authority afforded to the Commission by Minn. Stat § 237.16, the Commission should protect consumers from the monopolistic practices of Frontier and make an order that preserves the state's commitment to universal service.

From citizen complaints, it is clear that Frontier does not comply with its obligations as a COLR, under Minn. Stat. § 237.06 and Minn. R. 7810.5000, and did not comply with the requirements of its AFOR to install primary local service within three business days.

It also appears that Frontier, in violation of Minn. R. 7810.5000, does not "continually" review its operations to assure that it provides adequate service to the public. If it were appropriately reviewing its installation operations to ensure it was providing adequate service, it would not have a practice of refusing to serve customers residing within in its monopoly service area.

Recommendations

The Commission should order the following relief:

- 1) The Commission should find that Frontier has violated Minn. Stat. § 237.06, Minn. R. 7810.5000, and its duties as an ETC²⁰⁴, in that Frontier has failed to serve a person residing within its service territory, and has knowingly placed members of those households at risk, and thereby has also violated Minn. Stat. § 237.121 by failing to comply with the Commission's rules.
- 2) Require Frontier within 60 days of the date of the Commission's Order, to demonstrate that it complies with Minn. R. 7810.5000 by filing evidence showing that it has implemented practices to ensure it meets its obligations. The filing should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to its accuracy.

²⁰⁴ Minn. R. 7811.0600, subp. 4 and 7812.0600 subp. 4 state in part: "An LSP designated an ETC by the **commission must provide local service, including, if necessary, facilities-based service, to all requesting customers within the carrier's service area** on a nondiscriminatory basis, regardless of a customer's proximity to the carrier's facilities.."

- 3) Require Frontier to file an accounting within 60 days of the Commission's Order, to demonstrate that the requests of subscribers, and former subscribers, who are or were residing in Frontier's service area, but were denied telephone service have been properly addressed. Frontier should file a reporting for the period from January 1, 2015 through 2018, that includes the following information:
 - a) A list of customers that Frontier denied telephone service.
 - b) A list of customers that Frontier would only agree to serve if the customer paid an excess construction charge.
 - c) The amount of the excess construction charge, associated with each customer in b above.
 - d) The method Frontier uses to calculate the excess construction charge, including the details on three accounts identified in these comments where there was an excess construction charge, demonstrating how the amount of the charge was calculated.
 - e) A list of customers that rejected the excess construction charge and didn't receive service.

The accounting should be subject to comment and should include an affidavit by a Frontier executive officer stating that he or she has reviewed the information and attests to the accuracy of the accounting.

- 4) The Commission should require Frontier to provide telephone service to all customers in its service territory, with no excess construction charge, unless Frontier submits a petition to the Commission that it intends to impose an excess construction charge for whatever installation is at issue. Since such matters are time sensitive to consumers, the petition should be deemed as acknowledged and Frontier may apply the charge in 10 days, unless there is a challenge to the charge, in which case the funds shall be placed in escrow and the matter will be heard by the Commission to determine the reasonableness of the charge.

When Frontier intends to apply an excess construction charge, Frontier should be required to provide a notice to consumers seeking to have telephone service installed, notifying them of their rights to challenge the charge before the Commission and to have the funds placed in escrow. The notice that Frontier proposes should be submitted for review to Commission and Department of Commerce staff, and, if there is agreement, approved by the Executive Secretary.

2. TELEPHONE OPERATORS. Courteous.

At least 29 of the complaints/concerns filed by customer in this proceeding raise concerns about the ability of Frontier to consistently provide courteous and considerate service to customers.

Minn. R. 7810.5100 requires Frontier to adopt “[s]uitable practices” “with the objective of providing efficient and pleasing service to the customers. Telephone operators shall be instructed to be courteous, considerate, and efficient in the handling of all calls. . . .”²⁰⁵

Many consumers described experiences where Frontier’s customer service representatives were inefficient or rude, not courteous, considerate, and efficient as required by Minn. R. 7810.5100.

On June 29, 2018, Ms. E.C. called the Commission reporting that she and her husband, who are senior citizens, had tried, unsuccessfully, from March to June 2018 to obtain Frontier residential phone service.²⁰⁶ After three months of waiting for Frontier to provide phone service, Ms. E.C. called to cancel her order, but Frontier customer service representatives repeatedly hung up on her. Finally, Ms. E.C. was informed a supervisor would call her back. As of June 29, 2018, when she sought help from the Commission, Frontier had not returned the calls to Ms. E.C. as Frontier’s representative promised.

At the public hearing in Slayton, Mr. Dale Burkhardt spoke of noise on his landline telephone and explained that the many service outages he had suffered²⁰⁷ had adversely affected his home-based business. Mr. Burkhardt testified that Frontier customer service representatives had twice simply hung up on him. In addition, Mr. Burkhardt reported that on another occasion, Frontier customer representatives insisted that a technician had already repaired his phone service, when in fact, no technician had appeared at his home and no repair had been made.

Ms. Marge Alden, a Frontier residential customer in Shafer, filed comments about the discourteous service she received in her attempts to obtain billing credits to which she was entitled, but had not received, and about Frontier’s failure to switch her service to vacation rate service while she was away from home.²⁰⁸ Ms. Alden said:

“the staff in part have been very rude and even claimed the court ordered hearings on their service were only their idea to better

²⁰⁵ While Minn. R. 7810.5100 uses the now-quaint term “operator”, many functions performed by operators when the rule was promulgated in the 1970s are now handed by machines and other functions of operators are now handled by job classes called “customer service representatives” or “CSRs”. Similarly, Minn. R. 7810.5200 requires “operators” and customer service “representatives” to timely “answer” (i.e. help--or at least take information to help--the customer) all incoming calls of customers. Minn. R. 7810.5200 states, in part: “Adequate forces shall be provided at local manual offices in order to assure that 95 percent of the calls will be answered within ten seconds. 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 or representative is ready to render assistance and/or ready to accept information necessary to process the call.” From this, it appears that the requirements in Minn. R. 7810.5100 and 7810.5200 are meant to apply to *all* incoming calls from customers, including calls handled by the job title called “customer service representative.”

²⁰⁶ Ms. C. Nonpublic Complaint to Commission of June 29, 2018, (DOC 21 - 002829 - 002830)

²⁰⁷ Attachment 1 – Dale Burkhardt, Public Testimony of Sept. 25, 2018 (DOC 4 - 000461 - 000464).

²⁰⁸ Attachment 1 - Ms. Marge Alden Public Comment, approximately Sept. 21, 2018 (DOC 10 - 001416)

their service. Representatives have said they will handle it and they have even given me confirmation numbers but it does not get handled and they continue to bill me. . . They continued to charge me, after many phone calls, chat line discussions and letters, I just talked to a representative who told me they changed their policy and are no longer doing vacation mode. I pointed out that they charged me for the vacation mode charge and she said they just changed their policies. I asked if they sent the change out to customers and she said no, I requested a copy and they denied me a copy. The bill is now about \$400 for a service I am not receiving and after they charged for the vacation mode charge. She also said unless I paid it they would not reinstate my service.”

Joseph Kristoff bills for June, July, and August bills included a \$1.50 charge under “Other Service Charges and Credits,” described as “Frontier.”²⁰⁹ Mr. Kristoff eventually discovered the charges were for directory assistance calls that neither he was certain no one in his household made. Mr. Kristoff stated that Frontier agents rudely insisted the calls were legitimate and that if he did not want the charge he should not call directory assistance.

Ms. Kelly Hjort told of her many “aggravating” experiences with Frontier as a monopoly provider in rural service area.²¹⁰ She explained that, among other things, she made “tons of phone calls to Customer service and rude and/or no help,” and, when she finally tried to cancel service in favor of getting by with a cell phone, “they said after days that they couldn’t cancel us because there were local freezes on our telephone so canceling couldn’t happen! Our canceling was getting rejected....Frontier lies to its customers. They will say anything to a customer to keep them or prolong the canceling of them!”

Ms. Emily Green stated that²¹¹ after cancelling service, charges appeared on her bill for service she did not receive, and Frontier customer service assured her the bill would be adjusted. Instead she was charged again for monthly billing, and when she again called, Frontier customer service promised to take 20 dollars off her bill and transfer her call to someone who could cancel the account. Instead of transferring the call, however, Frontier customer service hung up on her. This happened 4 more times before she got a hold of someone. She concluded, “[t]hey have sent me to collections for this.”

²⁰⁹ Attachment 1 - Joseph Kristoff Public Comment of Sept. 12, 2018 (DOC 10 - 001411)

²¹⁰ Attachment 1 - Ms. Kelly Hjort Speak Up Comment of Feb. 19, 2018 (DOC 12-001804).

²¹¹ Attachment 1 - Ms. Emily Green, public Speak Up comment of approximately Oct. 2, 2018 (DOC 15-001950).

Conclusion

The Oxford English Dictionary defines “courteous” as being “[p]olite, respectful, or considerate in manner.”²¹² It defines “considerate” as “[c]areful not to inconvenience or harm others.”²¹³ Lastly, it defines “efficient,” when referring to a person, as “working in a well-organized and competent way.”²¹⁴

While it is commonplace for customers of competitive businesses to expect customer service representatives to be reasonably civil, that appears not to be a practice that Frontier requires of its staff, even though Minn. R. 7810.5100 specifically requires representatives to be “courteous, considerate, and efficient in the handling of all calls.”

The treatment received by customers of Frontier does not comply with Minn. R. 7810.5100, when the rule is interpreted in the light of general standards of business conduct.

Recommendation

The Commission should order the following relief:

- 1) Find that Frontier has violated Minn. R. 7810.5100 for each complaint or comment raised in the current proceeding where a customer conveyed that the Frontier customer service representative was not courteous, considerate, and efficient.
- 2) If the Commission agrees, the Department staff can review each consumer’s comments in this matter and provide an accounting to the Commission, subject to Comment, for the pursuit of penalties.
- 3) Require Frontier to demonstrate that it will comply with Minn. R. 7810.5100 by filing evidence, within 60 days of the date of the Commission’s Order showing that it has implemented practices to ensure it will meet its obligations. The filing should include an affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to its accuracy, and be subject to comment.
- 4) Require Frontier within 60 days of the Commission’s order, to prepare a proposed written notice to its customers: (a) informing customers of the company’s obligations under Minn. R. 7810.5100 and (b) stating that, if any customer believes that the Company has failed to comply with these requirements, they should contact the Department of Commerce at 651-539-1883 or telecom.commerce@state.mn.us. All instances presented by subscribers will be used to determine the number of violations of the rule. The notice that Frontier proposes should be submitted for

²¹² <https://en.oxforddictionaries.com/definition/courteous>

²¹³ <https://en.oxforddictionaries.com/definition/considerate>

²¹⁴ <https://en.oxforddictionaries.com/definition/efficient>

review to Commission and Department of Commerce staff, and, if there is agreement, approved by the Executive Secretary. After the notice is provided to current customers, the Company shall file proof of compliance including an affidavit of a Frontier executive officer attesting to its veracity.

3. ANSWERING TIME. Customer not to be sitting on hold. Answer within 20 seconds by representative ready to accept information and process call.

When calling Frontier, in excess of 100 subscribers reported hold times far longer than the 20 seconds required by the Minnesota rules or the 60 seconds required by Frontier's former AFORs.

Minn. R. 7810.5200 requires, "Ninety percent of repair service calls, calls to the business office, and other calls shall be answered within 20 seconds." The rule goes on to clarify that an "'answer' shall mean that the operator or representative is ready to render assistance and/or ready to accept information necessary to process the call. An acknowledgment that the customer is waiting on the line shall not constitute an answer." While they were in effect, Frontier's AFORs allowed for a slightly longer wait time, of 60 seconds, for the purpose of determining "substantial compliance".²¹⁵

Customers reported long wait times and, having their calls transferred from one customer service representative to another for reporting even simple outages. For example, Ms. Barbara Richter of Milaca stated that while reporting the second of two telephone outages last year, she called Frontier using her cell phone, for which she is charged by the minute:

I was on hold for 15 minutes before an actual person came on the line. After explaining that we had no land line service, he said that he had to transfer me to someone else. I was on hold another 15-20 minutes I again explained my problem and this individual did some testing and checking and concluded that it was Frontier equipment that was to blame but then had to get approval from a supervisor before giving me a repair order number and scheduling the repairs. My cellphone battery was close to dying through this lengthy, and unnecessary conversation.²¹⁶

²¹⁵ Frontier AFOR ¶ V.C(v); Citizens AFOR ¶ V.C(v). Frontier's AFOR, in effect from March 1, 2015 to March 1, 2018, and Citizens' AFOR, in effect from November 1, 2015 to November 1, 2018 said: "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 specialize personnel, as appropriate. Results shall be determined by a 12-month annual statewide average of the performance for the measure for combined customer, business and repair calls."

²¹⁶ Attachment 1 - Ms. Barbara Richter public comment of March 7, 2018 (DOC 8 - 001108 -001109).

Similarly, Ms. R. Jane Brown reported that on October 2, 2018, she called Frontier to report a landline outage and waited on hold for 26 minutes before speaking to a customer service representative.²¹⁷

Consumers who do not have a cell phone or cell service at their homes reported being uniquely impacted by these long wait times. For example, Richard Dreger reported the following when his phone went out in October 2017: “So I get in my car, drive a mile and a half away from my house to use my cell phone. . . . So it took probably 45 minutes to phone in the service call. I thought why is this taking so long, I’m on hold and on hold.”²¹⁸

Similarly, Mr. Robert and Ms. Renee Bodine of Lindstrom reported that when their phone and internet recently went down, “It took hours to get someone to answer our call to report the outage, which in itself was very frustrating given we did not have home access to a phone or computer to contact them.”²¹⁹ The Bodines reported that although they eventually obtained a repair date that was several days out, this was only after “a ridiculous amount of time being left ‘on hold,’ on more than one occasion.” The Bodines report that the outage lasted eight days and noted, “We were assured by customer service that we would receive credit for the amount of time our service was disabled, which of course never happened, and is just not worth the hassle of another phone call.”

The experience of Ms. Elizabeth Mohr is typical of many complaints about Frontier.²²⁰ Among other things, while servicing Ms. Mohr’s internet access service: Frontier (1) disconnected her telephone service without notice or consent, (2) left her without phone service for 12 days; (3) forced her to spend 47 hours on the telephone seeking restoration of phone service; (4) “lost” five of the six repair tickets it issued; and (5) refused to install new internet access service because its records showed “no ports available,” despite Ms. Mohr’s census block’s internet access service being funded by a CAF II grant to Frontier.

Other consumers reported that once they get ahold of a customer service representative, the call may be disconnected causing them to begin the process again. For example, Mr. Kent Lorentzen of Jacobsen, who subscribes to bundled service, provided a list of the most recent reported issues he has had with Frontier, including dates and times of events spent talking to customer service.²²¹ Among Mr. Lorentzen’s concerns, was his experience of August 27, 2017, showing his experience with a Frontier customer service representative:

10:15 am - Called to report DSL out, placed on hold.
10:28 am - Was disconnected.
10:29 am - Called again and placed on hold.
10:41 am - Connected to a person to report problem.

²¹⁷ Attachment 1 - Ms. R. Jane Brown Public Comment of October 2, 2018 (DOC 11 - 001763).

²¹⁸ Attachment 1 - Mr. Richard Dreger Public Testimony of Sept. 5, 2018 (DOC 2 - 000170-000175).

²¹⁹ Attachment 1 - Mr. Robert and Ms. Renee Bodine Public Comment of August 24, 2018 (DOC 10 - 001564).

²²⁰ Attachment 1 - Ms. Elizabeth Mohr Public Testimony of Sept. 12, 2018 (DOC 03-000380).

²²¹ Attachment 1 - Kent Lorentzen Public Comment of April 30, 2018 (DOC 8 - 001251-52).

10:43 am - Disconnected again before completing report of problem.
10:44 am - Called again and placed on hold.
10:59 am - Connected to a person and was finally able to report problem.

Consumers also reported that after being connected to a customer service representative they would be transferred several times, even for simple issues such as generating a work order. For example, Mr. Paul Neubauer of Apple Valley reported that on August 9, 2018, he called customer service to report that his telephone was not receiving incoming calls.²²² Mr. Neubauer reported speaking to six different people from Frontier, to try to have a work order issued. Mr. Neubauer continued, “[h]aving been passed back and forth between Frontier staff, I finally got them to generate a work order, when all it should have taken is one phone call and a few notes inserted in a database.”

Mr. Roy Robison testified that dozens of times every year they have a phone interruption, with no service at all.²²³ Because of lack of cell phone service in the area, Mr. Robison must drive two miles to Osceola to use a payphone to contact Frontier’s customer service. Mr. Robison states that spending a half hour, on a payphone, to get a job ticket is ridiculous.

The Department requested reports required under the Frontier AFOR plans for answering time from March 2018 and each month thereafter.²²⁴ These reports show Citizens only met its AFOR’s average answering time of 60 seconds in one month, July 2018, while Frontier did not meet the 20 second requirement under Minn. R. 7810.5200 from March to October 2018. Broadly, Frontier’s and Citizens’ answering times ranged from a low of 55 seconds in June 2018 to a high of 441 seconds (over seven minutes) in January 2018. While Frontier’s and Citizens’ reported answering time improved during summer 2018, it quickly increased in Fall 2018 reaching an average of 198 seconds in October 2018. The Department notes that these are averages and individuals consumers, such as those stated above, may wait much longer.

Conclusion

The long wait times reported by consumers to access a customer service representative, to receive assistance, and Frontier’s inefficient rendering of customer service, violate Minn. R. 7810.5200. In addition, the long wait times and often failure to transfer to the appropriate specialized personnel appear to have violated Frontier’s AFOR requirements, while the AFORs were in force.

²²² Attachment 1 – Mr. Paul Neubauer Public Testimony of Aug. 9, 2018 (DOC 5 -000577-80).

²²³ Attachment 1 - Mr. Roy Robison Public Testimony of Sept. 12, 2018 (DOC 3 - 000392 to 000396).

²²⁴ Attachment 2 –Frontier Supplemental Response (Nov. 14, 2018) to DOC IR No. 32. The information on answering times is identical for both Frontier and Citizens customers.

The poor quality of service reported – with long wait times, transfers, and long phone calls, being hung up on and repeating the cycle—also affect individuals’ ability to obtain remedies from Frontier for which they are entitled by the Commission’s rules, and recover required bill credits and adjustments for outages. As Mr. and Ms. Bodine explained, it is often “just not worth the hassle of another phone call” to try to get credit for even lengthy outages.

The long wait times reported by customers appear to be not only caused by Frontier’s lack of investment in staffing, but also are a symptom of the larger infrastructure failures, transmission issues, billing, and other deficiencies reported by consumers. This is because whenever a customer has an issue, whether it is a down line, overbilling, lack of clarity in billing, missed repair appointments, or an internet or phone outage, consumers are directed to call the same help line. In this way, Frontier likely will need to remedy other systemic issues, including customer problems with its internet service, to achieve compliance with Minn. R. 7810.5200, which requires timely answer times on calls to Frontier.

Recommendations

The Commission should order the following relief:

- 1) Require Frontier to show why the Commission should not find that it has violated Minn. R. 7810.1400, subp. 1, by not having adequate forces to answer 90 percent of repair service calls, calls to the business office, and other calls within 20 seconds.
- 2) Require Frontier to file a report demonstrating that it complies with Minn. R. 7810.5200 by filing evidence, within 60 days of the date of the Commission’s Order showing that it has implemented practices to ensure it will meet its obligations. The report shall be subject to comment and should demonstrate, at minimum, that Frontier will:
 - a. Ensure adequate staffing levels of customer service representatives, technical specialists, billing specialists, or other representatives who assist Minnesota consumers via telephone;
 - b. Provide enhanced training to customer service representatives to efficiently render assistance;
 - c. Enhance its processes, systems, or call-center technology to assist customer service representatives in quickly resolving reported issues; and
 - d. Possibly designating customer service staff to specifically serve Minnesota consumers.

The Report should include an affidavit by a Frontier executive officer stating that he or she has reviewed the information and attests to its accuracy.

- 3) Require Frontier to submit quarterly reports demonstrating that it is meeting its obligation to provide customer service representatives who can render assistance

within 20 seconds for 90 percent of all calls. The report should identify all calls where the call is not “answered” (as defined by Minn. R. 7810.5200) within 20 seconds, within one minute, within 5 minutes, within 10 minutes, within 20 minutes, and over 20 minutes. The Report will be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the information and attests to its accuracy.

- 4) If Frontier’s compliance filings show Frontier fails to substantially comply with answering time requirements, monetary penalties should be pursued. Penalties should be in a sufficient amount to deter violations and encourage Frontier to invest further resources in its customer service operations to serve Minnesota consumers.

4. TRANSMISSION REQUIREMENTS. Cross talk, static, noise.

Customers located across Frontier’s service territory have reported issues with Frontier’s transmission quality, such as noise and cross talk on phone lines, from which it strongly appears that Frontier has knowingly failed to comply with the requirements of Minn. R. 7810.3300²²⁵, 5500²²⁶, and, to the extent that Frontier has not compensated affected customers for impairment of their service, Frontier appears also to have violated Minn. R. 7810.1400, subp. 2 and its former AFOR Plans’ Out of Service obligations.

Minn. R. 7810.5500 (2017) requires telephone utilities to provide and maintain adequate facilities to satisfactorily transmit communications. The rule also requires transmission to be “at adequate volume levels and free of excessive distortion” and that “[l]evels of noise and cross talk shall be such as not to impair communications.”

Similarly, Minn. R. 7810.3300²²⁷ requires electrical faults, such as leakage, poor insulation, noise, induction, cross talk, or poor transmission characteristics to be corrected.

Minn. R. 7810.1400, subp. 2 requires that, if a customer's service is interrupted and out of order for 24 hours after being reported, the monthly bill must be pro-rated to account for

²²⁵ Minn. R. 7810.3300 states: “Electrical faults, such as leakage or poor insulation, noise, induction, cross talk, or poor transmission characteristics, shall be corrected to the extent practicable within the design capability of the plant affected.”

²²⁶ Minn. R. 7810.5500 states: “Telephone utilities shall furnish and maintain adequate plant, equipment, and facilities to provide satisfactory transmission of communications between customers in their service areas. Transmission shall be at adequate volume levels and free of excessive distortion. Levels of noise and cross talk shall be such as not to impair communications.”

²²⁷ Minn. R. 7810.3300 states, in part: “Electrical faults, such as leakage or poor insulation, noise, induction, cross talk, or poor transmission characteristics, shall be corrected to the extent practicable within the design capability of the plant affected.”

the loss of service.²²⁸ Similarly, Frontier's former AFOR plans had Out of Service requirements that requires customers to be compensated when their service was interrupted.²²⁹

During the course of this Commission's investigation, over 75 Frontier customers reported poor transmission quality on their phones, describing crackling, buzzing, static, or hearing other voices on the line (cross-talk). Subscribers reported that Frontier has often not repaired these transmission quality concerns for significant amounts of time or the issue recurs and Frontier does not provide a permanent solution.

Several subscribers reported that the noise on their line is sometimes so loud that they cannot carry on conversations or otherwise use their phones. For example, Ms. Sanda Oslin and Ms. Michele Flynn of Sturgeon Lake reported that the phone "is unusable more than usable" because the "line is crackly and very loud, so when it acts up, [they] cannot hear anything the other person says."²³⁰

Ms. Oslin and Ms. Flynn also reported that loss of service occurs repeatedly, and that each time they call customer service they are told to connect the phone to the outside box, even though they do this routinely enough to know the problem is not in the house. Ms. Oslin and Ms. Flynn reported that repair dates are often five days out, which is concerning due to their location: "We live in an area with no cellphone service, so in an emergency, we are in trouble out here."

Ms. Lois Ryan of Montgomery also reported repeated loss of service due to transmission noise that Frontier does not permanently repair. She said that every few months she hears buzzing on the line, which gets so loud they cannot use the phone service due to the noise. Ms. Ryan reported, "I call Frontier, they come out and fix it, and then the noise will come back again."²³¹ Similarly, Mr. Alan and Ms. Rosemary Maki reported calling Frontier repeatedly to fix humming on the line that becomes "so loud it is sometimes impossible to have a conversation."

²²⁸ Minn. R. 7810.1400 subp. 2 states in part: "In the event a customer's service is interrupted otherwise than by negligence or willful act of the customer and it remains out of order for 24 hours after being reported to the utility, adjustments shall be made to the customer, based upon the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative."

²²⁹ The AFOR plans' section V(E)2 and 3, provided, respectively: "2. Out of Service If Frontier fails to reinstate basic primary residential service within 48 hours and basic primary business service within 24 hours of the outage or a later date requested by the customer for the repair to be made, for Company reasons, Frontier will provide the customer a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for the first two days (Residential) and one day (Business) that there is a service outage. Frontier shall provide the customer \$5 for each day thereafter that the Residential customer is out-of-service and \$10 for each day the Business customer is out-of-service" and "3. Repeat Trouble "For instances of the same trouble for voice service reported on the same access line within 30 days, Frontier will credit individual residential customer(s) \$5 for each like-occurrence and business customer(s) \$10 for each like-occurrence."

²³⁰ Attachment 1 - Ms. Sanda Oslin and Ms. Michele Flynn Public Comment of March 3, 2018 (DOC 7 - 000995-00096).

²³¹ Attachment 1 – Ms. Lois Ryan Public Comment of July 31, 2018 (DOC 9 - 001337).

²³² Mr. and Ms. Maki said, “[w]e have called Frontier repeatedly asking for help. Even the repairman has told us he can’t get rid of the humming.” Similarly, Ms. Rebecca Carson reported that she has called Frontier many times to report “poor line quality, buzzing on the line due to obvious shorts and internet service continuously dropping and having to be restarted (also probably a result of shorts in the lines).”²³³

Other subscribers explained in their comments and complaints that they have repeatedly reported to Frontier transmission quality that is so bad that the service is unusable, but their loss of service occurred only during heavy rains or wet weather. For example, Mr. Craig and Ms. Susan Cole of Littlefork reported: “We have a landline that doesn’t always work especially if we have wet weather and then we have such a loud hum we can’t hear the other party we are talking to.”²³⁴ Similarly, Nicci Trierweiler reported that she has contacted Frontier many times about noise on her line.²³⁵ Ms. Trierweiler reported that since 1995 her family’s telephone “line goes bad in the spring if it rains too much, we get a static noise on the line.” Ms. Trierweiler also reported that when her neighbor located two miles away, turns on his electric fence there is corresponding “pulsing buzz on the line.” Ms. Trierweiler reports that Frontier has said “there is nothing they can do about it, we just have to live with it.” Ms. Trierweiler reports that Frontier refuses to issue credits or discounts even though noise on the line makes the phone service unusable.

The level of noise on the line prevented Mr. Joe Poll from the use of a fax machine for his business.²³⁶ Mr. Poll also reported, “[d]uring conversations the audio would get so low, quiet that you could not hear what the person on the other end was saying. Then the audio would get louder and dissipate again.” Also, Mr. Poll reported that “[a]udio quality was so poor that we couldn’t even understand our answering [machine] messages.” Mr. Poll, like so many other Minnesota Frontier customers, stated that he reported these issues many times to Frontier, and although Frontier sent out technicians the problem was not remedied. Mr. Poll reported that the last repair technician sent out in May-June 2017 explained that the needed “fix is for Frontier to bury a new cable” but, because Mr. Poll is “the only customer on this end/leg of the line Frontier won’t do that.”

Conclusion

Subscribers’ widespread reports of repeated transmission failures demonstrate that Frontier has failed to remedy even repeated complaints of poor transmission quality, and has thereby violated Minn. R. 7810.5500. Further, the violations of Minn. R. 7810.5500 have been ongoing, sometimes reoccurring service interruptions for many years.

²³² Attachment 1 - Ms. Rosemary Maki Public Comment of February 25, 2018 (DOC 7 - 000953).

²³³ Attachment 1 – Ms. Rebecca Carson Public Comment of May 25, 2018 (DOC 11 – 001764 - 001765).

²³⁴ Attachment 1 – Mr. and Ms. Craig and Susan Cole Public Comment of May 23, 2018 (DOC 9 – 001290 – 001291).

²³⁵ Attachment 1 – Ms. Nicci Trierweiler Public Comment of March 8, 2018 (DOC 8 – 001062 - 001063).

²³⁶ Attachment 1 – Mr. Joe Poll Speak Up Comment of February 24, 2018 (DOC 12 – 001812 -001814).

Subscriber reports also plainly demonstrate that Frontier is failing to correct, to the extent practicable, electrical faults, such as leakage or poor insulation, noise, induction, cross talk, or poor transmission characteristics, in violation of Minn. R. 7810.3300.

Finally, it appears that Frontier has failed to compensate some or all of its customers affected by the loss of service caused by transmission failures, and has thereby violated Minn. R. 7810.1400, subp. 2 (bills must be prorated for days without service); the former AFOR plan provision for restoration of service; and the former AFOR provision compensating customers for each repeat trouble. Each of these violations is addressed in their respective sections of these comments.

Recommendations

The Commission should order the following relief:

- 1) Find that Frontier has knowingly violated the requirements of Minn. R. 7810. 3300 and 7810.5500, with its poor transmission quality.
- 2) If the Commission agrees, the Department staff can review each consumer's comments in this matter and provide an accounting to the Commission, subject to comment, for the pursuit of penalties. The Department would identify each complaint received that identifies a failure by Frontier to timely effect a permanent repair of electrical faults or poor transmission characteristics.
- 3) Require Frontier to file within 60 days of the Commission's Order an accounting demonstrating that all customers who have complained about the transmission quality, volume levels, distortion, electrical faults, such as leakage, poor insulation, noise, induction, cross talk, or other poor transmission characteristics on their telephone from January 1, 2015 to present have received credits or adjustments due to them for loss of service. The accounting should include the following:
 - a. The customer's name.
 - b. The customer's exchange
 - c. Each date that the customer complained about noise or other transmission quality.
 - d. The bill adjustment owed (if any) pursuant to Minn. R. 7810.1400, subp. 2 by calculating the amount due to each customer from the date the customer first reported that their phone was not usable, until the date that the service was restored.

The accounting should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the information and attests to its accuracy.

- 4) Require Frontier to file a report, within 60 days of the date of the Commission's Order, demonstrating how it will comply with Minn. R. 7810.3300, 7810.5500, and 7810.1400, subp. 2 by filing evidence that it has implemented practices to ensure it will meet its obligations. Frontier's report should be subject to comment, and include:
 - a. Frontier's plan to replace problematic or aging lines.
 - b. Frontier's plan to obtain resources, including human resources needed to install replacement lines, without shifting resources that cause neglect in some other part of Frontier's system in Minnesota.
 - c. A commitment that Frontier will treat customers whose use of their phones becomes impaired because of transmission quality problems, volume levels, distortion, electrical faults, such as leakage, poor insulation, noise, induction, cross talk, or other poor transmission characteristics as an interruption of service, which entitles customers to receive a bill adjustment pursuant to Minn. R. 7810.1400, subp. 2.

The Report should include an affidavit of a Frontier executive officer stating that he or she has reviewed the information and attests to its accuracy.

- 5) Require Frontier to provide quarterly reports identifying all complaints, inquiries, or concerns of Frontier subscribers regarding transmission quality concerns. The report should include:
 - a. an explanation of how the transmission quality concerns were remedied; and,
 - b. whether a bill adjustment was provided to the customer, and if so, the amount, and the reason for the amount of the adjustment.

The quarterly report should include an affidavit of a Frontier executive officer stating that he or she has reviewed the information and attests to its accuracy.

5. INTERRUPTIONS OF SERVICE. Clear 95% of troubles in 24 hours.

Frontier plainly is failing to satisfy the requirement of Minn. R. 7810.5800, to restore customer's service after an outage with the "shortest possible delay," and it appears to have failed to satisfy the objective set out in its former AFOR plans, to clear 95% of out of service troubles in 24 hours.²³⁷ Further, when its former AFOR plans were in effect, Frontier routinely

²³⁷ 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

failed to meet with the AFOR plans' Out of Service provisions for service interruptions to be repaired in 24 hours.²³⁸

From customer complaints, discovery, and the Affidavit of Mr. Lacher, it appears that Frontier does not comply with the Commission's rule that requires Frontier to restore service with the "shortest possible delay."²³⁹ Moreover, because Frontier appears to have insufficient resources—particularly human resources-- to achieve the tasks set for it by Minn. R. 7810.5800, it would be an unreasonable stretch to conclude that Frontier has made all reasonable efforts to minimize interruptions of service.

The Frontier AFOR plan, section V (C) ii states,²⁴⁰ as to the time intervals for restoration or repair of service, that, pursuant to Minn. R. 7810.5800, the objective will be to clear 95% of all out-of-service troubles within 24 hours of the time such troubles are reported, or by appointment date, if later. From customer complaints, discovery, and the Affidavit of Mr. Lacher, it appears that there is sufficient cause to believe that Frontier has not established the minimum objective of clearing 95% of troubles in 24 hours.

As was explained earlier in these Comments, Frontier's Out of Service Reports appear to be grossly inaccurate because Frontier does not report all telephone outages²⁴¹ on its AFOR Out of Service Reports, making it impossible for the state regulatory agencies to use those records to determine whether 95% of all out of service troubles are cleared in 24 hours. Nevertheless, certain facts can be inferred from source documents other than Frontier's Out of Service Reports. For example, the impact of just two of Frontier's record-creation errors discussed above (Frontier's failure to open tickets on all phone outages, and the coding error that went undetected for almost two years) was substantial. In the example of the July 2017 Wyoming exchange outage, discovery involving examination of the original trouble tickets shows that 38 customers experienced a 14-days-long telephone service outage. None of the 38 tickets were

each affected customer in advance of the interruption. Emergency service shall be available, as required, for the duration of the interruption.

²³⁸ V(C) (ii) stated "Time intervals for restoration or repair of service. Pursuant to Rule 7810.5800, the objective will be to clear 95% of all out-of-service troubles within 24 hours of the time such troubles are reported, or by appointment date, if later."

²³⁹ Minn. R. 7810.5800 also requires Frontier 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. Such "prolonged and serious" outages, of course, should be extremely rare because telephone utilities are also required to anticipate, plan for, and "make reasonable provisions to meet emergencies resulting from failures of lighting or power service, ... from fire, storm, or acts of God." Minn. R. 7810.3900.

²⁴⁰ The Frontier AFOR plan, section V (C) II states, as to the time intervals for restoration or repair of service, that, pursuant to Minn. R. 7810.5800, the objective will be to clear 95% of all out-of-service troubles within 24 hours of the time such troubles are reported, or by appointment date, if later.

²⁴¹ Among other things, Frontier does not report all of the telephone outages suffered by customers who purchase bundled internet and phone service from Frontier, nor compensate customers for the lost service. In the Wyoming example discussed above, Frontier reported fewer than half the telephone outages and did not compensate even those customers. (17/38ths or 44 percent).

reported in Frontier’s AFOR Out of Service Report for Wyoming for July 2017. If Frontier had correctly reported the 38 telephone outages on its July Out of Service Report, the Report would have indicated that Frontier opened 60 trouble tickets, of which 20 trouble tickets were repaired within 24 hours, for **33.3 percent** performance.

It is important to understand that Frontier’s incorrect AFOR Out of Service Reports were not the only negative consequence of Frontier’s under-recording of phone service outages in its records. Incorrect records deprive customers of AFOR remedies to which they are entitled. For example, the further impact of Frontier’s incorrectly recording the Wyoming outage is that affected customers were not only out of service, but also were deprived of thousands of dollars due to them as Out of Service credits under section V (E) 2 of the Frontier AFORs.²⁴² (a pro-rata adjustment for the first two day on each residential line plus each of the 38 customers was to receive \$5/day for the additional 12 days they were without service.)

In its investigation of interruptions of service, and Frontier’s failure to create and maintain accurate information about outages, the Department asked Frontier in an IR why Frontier did not treat the Wyoming outage as an Out of Service event under the AFOR, (which meant Frontier would have reported the outage on Frontier’s Wyoming July Out of Service Report and Frontier would have issued the affected customers Out of Service bill credits under AFOR § V. E. 2). Frontier’s surprising response was that

“[t]he AFOR excludes troubles caused by events outside Frontier’s control, events such as lightning storms”²⁴³

This novel characterization of the AFOR appears to the Department to be an after-the-fact effort by Frontier to articulate *some* colorable excuse for its poor service quality, false Out of Service records, and violation of its AFORs.²⁴⁴ For several reasons, Frontier’s argument seems implausible. The AFOR does not exclude interruptions of service, outages, and other troubles caused by acts of God, such as lightning storms.

First, almost ALL service outages in Minnesota are caused by acts of God, and are outside the control of utilities. Wind blows, branches fall, rain causes electrical shorts in copper wire, and lightning storms are commonplace. In the view of the Department, it is highly improbable that, when the Commission approved the AFOR plan as Frontier’s governing

²⁴² Frontier AFOR § V (E) 2 states: Out of Service If CTC-Minnesota fails to reinstate basic primary residential service within 48 hours and basic primary business service within 24 hours of the outage ... for Company reasons, CTC-Minnesota will provide the customer a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for the first two days (Residential) and one day (Business) that there is a service outage. CTC-Minnesota shall provide the customer \$5 for each day thereafter that the Residential customer is out-of-service and \$10 for each day the Business customer is out-of-service.

²⁴³ Attachment 2 – Frontier Response to DOC IR No. 71.

²⁴⁴ To the best of the Department’s knowledge, no other Minnesota telephone company has ever advanced this excuse for failure to restore service after a failure.

document, the Commission intended that customers, rather than Frontier, should bear the costs of a prolonged outage whenever a lightning storm or falling tree limb caused a service outage, and Frontier chose to delay, for its own business reasons, restoration of phone service.

Second, such an intended meaning is highly improbable because it is inconsistent with the Commission's own rules for every other telephone utility in the state, which requires telephone utilities to be prepared "to meet emergencies resulting from failures of lighting or power service ... or from fire, storm, or acts of God."²⁴⁵ There would be no rational reason for the Commission to both mandate that utilities be prepared to deal with storms, while simultaneously freeing Frontier of the obligation to refund customers for loss of service under the specific, special circumstance of: (1) a storm knocking out service and (2) Frontier choosing for business reasons to delay restoration of service.

Third, Frontier's past actions involving lightning knocking out phone service are inconsistent with its new argument. To the best knowledge of the Department, Frontier has never before argued that the AFOR provides no remedy when an act of God knocks out phone service and Frontier chooses to postpone repairs to a time Frontier finds more suitable for business reasons. In its prior responses to customer complaints about prolonged outages, Frontier has resolved the complaints by paying AFOR Out of Service credits without regard to whether the cause of the outage was an act of God or a factor within its control. For example, Frontier's response to the CAO regarding a consumer's outage caused by a lightning strike did not mention Frontier's new act-of-God-exclusion-argument; Frontier issued the required AFOR Out of Service credit.²⁴⁶ Frontier's actions in paying AFOR Out of Service credits to some customers is reasonable evidence of how Frontier should have handled the July Wyoming service outage, because Frontier is a regulated common carrier; it may not discriminate among similarly situated customers. If Frontier granted AFOR Out of Service credits to some customers for outages caused by lightning strikes but not others, it would violate the statutory prohibition against unreasonable discrimination among similarly situated telephone customers.²⁴⁷

Fourth, Frontier's new argument about what the AFOR means is also inconsistent with Frontier's own documented, existing procedures (attached hereto) for processing AFOR credits in Minnesota.²⁴⁸ Those procedures, entitled "Minnesota Guidelines" lay out in black and white the procedures to be followed for the issuance of AFOR Out of Service credits in Minnesota. The Minnesota Guidelines explains that an AFOR Out of Service (OOS) credit is "a credit for an out of service dial tone condition exceeding 24 hours from the time the trouble is reported." The Minnesota Guidelines state that "the customer does not need to request a credit; customer credits are automatically issued," and the following three reasons *are the only reasons why an outage is excluded from AFOR Out of Service credit*:

²⁴⁵ Minn. R. 7810.3900.

²⁴⁶ Attachment 2 – Frontier Response to DOC IR. No. 16.

²⁴⁷ Minn. Stat. § 237.09 prohibits unreasonable discrimination.

²⁴⁸ See Attachment 2 – Frontier Response to DOC IR No. 13 and attachment thereto at page 2, Entitled "Minnesota Guidelines."

“Out of Service (OOS): The following are ineligible for credit:

- Repair appointments set by the customer past 24 hours.
- Troubles resulting from the negligent or willful act of the customer.
- Troubles resulting from customer equipment, including inside wire.”

Notably, the Minnesota Guidelines do not say that the “troubles caused by events outside Frontier’s control, events such as lightning storms” are ineligible for treatment under the AFOR.

Finally, because most outages are caused by acts of God, and Frontier alone manages its resources and chooses when to restore customers’ phone service, adoption of Frontier’s argument that outages caused by acts of God are excluded from treatment under the AFOR would mean that customers could expect Frontier to never restore service in a timely manner. Under Frontier’s interpretation, an exception for storms would swallow the rule that requires Frontier to restore customer’s service as soon as possible.

There is a final requirement of Minn. R. 7810.5800 that Frontier is also disregarding, the obligation that “when interruptions occur, the utility shall reestablish service with the shortest possible delay, and *“emergency service shall be available, as required, for the duration of the interruption.”*²⁴⁹

As was discussed above, in the section of these Comments regarding Minn. R. 7810.5900, and the many complaints about Frontier’s disregard for the distress and danger it causes subscribers who have emergency situations, for whom phone service is critical, the Commission should take control of the situation, and provide subscribers relief. The Department recommends that the Commission enforce this aspect of Minn. R. 7810.5800, and order Frontier to provide emergency service that subscribers require for the duration of any service interruption, in the form, if necessary, of useable cellular or satellite communications services.

Conclusion

From the complaints and comments of subscribers, the records the Company has provided to date in response to discovery, and the Lacher Affidavit, it appears that Frontier has routinely, intentionally violated—and is continuing to violate—Minn. R. 7810.5800, in that Frontier does not appear to make all reasonable efforts to prevent interruptions of service or reestablish service with the *“shortest possible delay,”* while providing *“emergency service ... as required, for the duration of the interruption.”* It also routinely violated its former AFOR Out of Service obligations, created false Out of Service records, and deprived customers of the

²⁴⁹ 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. ... **Emergency service shall be available, as required, for the duration of the interruption.**

monetary remedies afforded them under the AFOR. The Commission should put a stop to this misconduct.

Recommendations

The Commission should order the following:

- 1) Require Frontier to show why the Commission should not find that it has violated Minn. R. 7812.5800, requiring Frontier to make reasonable efforts to prevent interruptions in service, to reestablish service with the shortest possible delay, and to have the minimum objective to clear 95 percent of all out of-service troubles within 24 hours of the time the trouble is reported. If Frontier provides anything other than an unqualified acknowledgement of the violation, it should be required to include in its response how the reduction of field technicians, as provided in the affidavit of CWA representative Jeff Lacher, is consistent with the requirements of the rule.
- 2) Find that Frontier has violated the provisions in its AFOR plans by treating outages caused by an act of God as not being subject to the AFOR's reporting and remedies provisions. Find that Frontier's misreporting resulted in the regulatory agencies being unaware of the substantial problems Frontier customers were experiencing with service being restored; that the regulatory agencies were deceived into believing that Frontier was meeting its service quality requirements, when it was not; and customers were denied the remedies to which they were entitled under the AFOR plan for out of service, and possibly for repeat troubles and missed repair appointments.
- 3) Frontier should be required to provide an accounting of any credits it may have denied customers by excluding from the remedies provided for under its AFOR plans outages caused by an act of God, for the period from January 1, 2015 until each of its AFOR plans expired. Frontier should be required to make any such customers whole by providing the credit. The accounting should provide the customer's name, telephone number, and, if available, email address and the amount of the credit owed to the customer, together with data demonstrating how the amount was determined. The accounting should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the information and attests to its accuracy.
- 4) Require Frontier to provide a notice to customers stating that it erroneously failed to provide credits that it owed to customers under its AFOR plans. The notice should state that customers with an outage of greater than 24 hours during the term of the AFOR plans should expect to see a credit on their bill in the next couple of months, if not previously received. If a customer believes they are entitled to a credit due to an outage, but do not see it on their bill, they should contact the Department of

Commerce at 651-539-1883. The notice should be submitted for review to PUC and Commerce staff, and if there is agreement, approved by the Executive Secretary.

- 5) Require Frontier to show why the Commission should not require an audit of all of its trouble tickets in Minnesota for a time period the Commission deems appropriate, to determine Frontier's compliance with Minn. R 7810.5800 and its (former) AFOR plans, including Frontier's effort to prevent interruptions, to restore service quickly, and to have an objective to clear 95 percent of outages within 24 hours. If the Commission orders an audit, it should be done by an independent third party approved by the Commission, at Frontier's expense. If an audit is ordered, it should include:
 - a. A review of all trouble tickets opened regarding internet access service, determining if the customer also has/had voice service when the outage occurred, and whether the clearing code identified an issue that would have impacted the voice service.
 - b. A review of repair tickets Frontier omitted in its reporting as a result of a change made in a reference table in the data warehouse that assigned the wrong description to the ticket closing fault code (customer caused instead of Frontier caused).²⁵⁰
 - c. The identity of each affected customer with an outage, whether the customer received the proper credits and bill adjustments, including any AFOR remedy credit, if applicable
 - d. Any other failure of Frontier to meet its requirements under the AFOR or Commission rules of which the auditor becomes aware.

The auditor's findings should be subject to comment by the parties and approval by the Commission.

- 6) Require Frontier to file with the Commission the same out of service reports that it provides to its management team to enable the management team to assess performance and take any necessary steps to correct deficiencies. Such reports should be submitted to the Commission with the same frequency that the reports are submitted to Frontier's management. If Frontier does not provide its management team with out of service reports, then:
 - a. Require Frontier to show why the Commission should not find it is violating Minn. R. 7810.0400, which requires records of operations in sufficient detail to permit review of its service performance.
 - b. Require Frontier to develop an out of service report that will be shared with its management team no less than monthly, and submitted to the Commission.

²⁵⁰ See discussion in Section F.

- 7) To ensure improved compliance with the requirement of Minn. R. 7810.5800, that telephone utilities reestablish service with the shortest possible delay, "and provide "[e]mergency service ...for the duration of the interruption," require Frontier to show why the Commission should not require Frontier to provide a functioning satellite or cellular telephone capable of reaching 911 and emergency services from inside the customer's residence, at no charge to the customer, if service is not restored with 24 hours.
- 8) To ensure future compliance with the requirement of Minn. R. 7810.5800, which requires Frontier to 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 will result in prolonged and serious interruption of service to a large number of customers, the Commission should require Frontier to submit a proposal that will be subject to comment, stating the circumstances under which Frontier will provide such notifications in the future. The proposal should include:
 - a. What Frontier believes should be considered a prolonged and serious interruption of service.
 - b. What Frontier believes should be considered a large number of customers.
 - c. For outages where customers are unable to place a 911 emergency call, how many customers must be affected over what period of time before Frontier believes the rule should apply.

6. REPEAT TROUBLE. AFOR credit when trouble on same line within 30 days.

It appears Frontier failed to provide customers the appropriate credits required by its AFOR plan, section V (E) 3 for repeat troubles. Some of this failure appears to be due to Frontier not recording all phone outages and miscoding trouble tickets as being customer-caused outages, as is discussed above. There appear to be at least 35 complaints that identified repeat troubles.

Under the AFOR plans for each of its operating companies, Frontier was to provide credits for repeat troubles. Specifically, the AFOR plans section V (E) 3 state:

For instances of the same trouble for voice service reported on the same access line within 30 days, Frontier will credit individual residential customer(s) \$5 for each like-occurrence and business customer(s) \$10 for each like-occurrence.²⁵¹

Frontier was not required to report on repeat troubles either when its AFOR plans were in effect, or now, and the Department does not know how much credit, if any, Frontier has

²⁵¹ Attachment 5, Frontier AFOR, Section V, E3. Repeat Trouble.

provided for repeat troubles. However, customer comments and complaints reflect a pattern of repeat troubles. For example:

- Mr. Dan Darbo, Manager of the Golf Course Clubhouse in Hoyt Lakes wrote on September 10, 2018, “This past year was horrific. In June I lost the phone service and the internet. I called Frontier (which actually took 2 days to get through to talk to someone, and I told them the problem, and their response was they have it on the list and would be able to get their and fix it in 25 days!!” Mr. Darbo goes to state that, “2 weeks later the same problem happened. I had no phone and no credit card service. I again called in the problem, and again I was told it would be close to 30 days before they could fix it.”²⁵²
- In August 2018, Ms. Theresa Miklausich, an 83 year old widow of Aurora Minnesota wrote, “I have just spent 18 days without my phone – July 1-18. Then it was fixed for 6 days. Then another 10 days without it for a total of 28 days.”²⁵³
- On September 20, 2018, Ms. Debbie Staehle of Crane Lake Minnesota filed comments in the docket stating, “Frontier Communications has consistently provided extremely poor service and resolution of telephone outages. Our property in northern MN was without service multiple times this summer with the longest stretch of time of 6 weeks. This is unacceptable with no cell phone service from Verizon in the area either.” Ms. Staehle also stated that, “Repeated twice daily phone calls to Frontier for information was frustrating because I didn’t speak with the same customer service agent ever!!”²⁵⁴
- Finally, as was discussed in an earlier section of these comments, regarding Frontier’s failure to “provide and maintain adequate facilities to satisfactorily transmit communications,” in violation of Minn. R. 7810.5500 and 7810.3300,²⁵⁵ there appears to be a high incidence of repeated line failures, including repeated failures when it rains or there are other recurring conditions that make subscriber’s telephone service useless, and a failure by Frontier to issue bill credits²⁵⁶.

²⁵² Attachment 1 - Mr. Darbo’s Public Comment of September 10, 2018 (DOC 10- 001365-001366).

²⁵³ Attachment 1 - Ms. Miklausich’s Public Comment of August 2018 (DOC 001357 and 001359).

²⁵⁴ Attachment 1 - Ms. Staehle’s Public Comment of September 20, 2018 (DOC 001452).

²⁵⁵ Minn. R. 7810.5500 states: “Telephone utilities shall furnish and maintain adequate plant, equipment, and facilities to provide satisfactory transmission of communications between customers in their service areas. Transmission shall be at adequate volume levels and free of excessive distortion. Levels of noise and cross talk shall be such as not to impair communications.”

²⁵⁵ Minn. R. 7810.3300 states, in part: “Electrical faults, such as leakage or poor insulation, noise, induction, cross talk, or poor transmission characteristics, shall be corrected to the extent practicable within the design capability of the plant affected.”

²⁵⁶ Attachment 1 - Nicci Trierweiler Public Comment of Mar. 8, 2018 (DOC 8 - 001062-001063)) reported that she has contacted Frontier many times about repeated noise on her line. Ms. Trierweiler reported that since 1995 her family’s telephone “line goes bad in the spring if it rains too much, we get a static noise on the line.” Ms.

Recommendations

The Commission should order the following relief:

- 1) Frontier should be required to show why the Commission should not find that it has violated section V (E) 3 of its AFOR plans. Frontier should provide, within 30 days of the Commission's Order, an accounting of all credits it provided to customer's for repeat troubles during the term of its AFOR plans.
- 2) Require Frontier to provide a notice to customers stating that during the term of the AFOR plans, customers who experienced the same trouble for voice service on the same access line within 30 days were entitled to a credit. The notice should be submitted for review to PUC and Commerce staff, and if there is agreement, approved by the Executive Secretary. The notice should state that customers who have had a repeat trouble should expect to see a credit on their bill in the next couple of months. If a customer believes they are entitled to a credit due to a repeat trouble, but do not see it on their bill, they should contact the Department of Commerce at 651-539-1883.
- 3) If the Commission accepts the recommendation stated earlier in this Department Comment, that there should be an audit performed to ensure that all repairs have been accurately recorded. At that time, Frontier should further review its records to ensure any credit due to customers under the AFOR remedy is applied. This recommendation is made because, as was discussed earlier in these comments, Frontier erroneously coded some trouble tickets as customer caused troubles. As such, Frontier would not have provided a credit for a repeat trouble, if indeed there was a repeat trouble. Thus, until there has been an accurate reporting of troubles, neither Frontier nor the Commission will know if there are customers that should have received a credit.

7. MISSED REPAIR APPOINTMENT. Bill Credit for "No Show."

From the many customer reports, it appears to be commonplace for Frontier customer service representatives to inform a customer that a repair appointment is scheduled, but no Frontier technician shows up for the repair appointment.

When Frontier's AFORs were in force in Minnesota, they stated:

Trierweiler also reported that when her neighbor, that is two miles away, turns on his electric fence there is "a pulsing buzz on the line." Ms. Trierweiler reported that Frontier has said "there is nothing they can do about it, we just have to live with it." Ms. Trierweiler said Frontier refuses to issue credits or discounts although line noise makes the phone unusable.

If the company misses a repair ticket commitment date for voice service, and the customer is required to be at the premises, Frontier will provide a remedy to the customer which will include a credit on the bill of the affected customer in the amount of \$10 for a residential customer or \$20 for a business customer for each trouble report. If the missed commitment is due to events beyond Frontier's reasonable control (e.g., the customer's failure to provide Frontier with adequate or correct information or failure to arrange for access to the premises, or force majeure events, etc.), then no remedy will be required.

Over 25 customers reported that Frontier missed scheduled repair appointments. For example, Ms. Joy Barbre of Delano, MN, reported that she called Frontier on March 13, 2018 to repair her landline.²⁵⁷ Ms. Barbre reported that a Frontier representative told her that a technician would arrive the following day and that she needed to be home for the appointment. The technician did not come on the scheduled day. When Ms. Barbre called Frontier, a representative told her that the technician had run out of time but would come the next morning and she still needed to be home. Ms. Barbre reported that the technician did not come the next morning. When Ms. Barbre again called Frontier, a representative told her that the repair was cancelled because Frontier believed the outage was due to an area wide problem, which had been fixed. At Ms. Barbre's request, the Frontier representative confirmed that Ms. Barbre's phone was still out and issued a new repair ticket for the next day. A technician called Ms. Barbre that afternoon, saying he could come; however, the problem was later pinpointed to the central office.

Customers reported that Frontier's missed repair appointments caused hardship as well as frustration. For example, Ms. M. R. of Chisago City reported that in 2017 she missed two and a half days of work due to Frontier's missed appointments.²⁵⁸

Ms. Nancy Johnson reported her sons drove long distances to be available for telephone repair appointments to help out their aging parents.²⁵⁹ Ms. Johnson reported that on June 30, 2018, one of her sons drove from the Twin Cities to Eagles Nest and waited all day, but the Frontier technician did not come. Ms. Johnson reported that when her phone was still out over two weeks later, her other son drove up from the Twin Cities and sat in her Eagles Nest home all day waiting for Frontier. Again, the Frontier technician did not come.

²⁵⁷ Attachment 1 - Joy Barbre's Public Comment of March 20, 2018 (DOC 08-001091).

²⁵⁸ Ms. M. R. Nonpublic Complaint to Minnesota Attorney General, correspondence to Frontier on Dec. 19, 2017 (DOC 23 - 003225-003227).

²⁵⁹ Attachment 1 - Ms. Nancy Johnson Public Testimony September 4, 2018 (DOC 000036-39; Ely Pub. Hr. T. at 36-39 (Sept. 4, 2018)).

Conclusion

Customer reports clearly demonstrate that in many instances Frontier has missed scheduled appointments and may not have provided the required bill credit for missed appointments to which customers were entitled under Frontier's previously in force AFORs, section V (E) 4. Although customers generally did not mention failure to receive a bill credit for the missed appointments, it is unlikely customers were aware any credit was required. These missed appointments often caused customers hardship and frustration due to unnecessarily using up the individual's time away from work, necessitating additional calls to customer service to reschedule, and disrupting daily life. Customers' reports like Ms. Barbre's also indicate that Frontier is failing to alert customers that the Frontier technician will not arrive if Frontier believes an outage is a common outage.²⁶⁰

Recommendations

The Commission should order the following relief:

- 1) Find that Frontier has violated the provisions in its AFOR plans that required customers to be provided a credit for missed repair appointments, unless Frontier is able to demonstrate, through an accounting within 60 days of the Commission's Order, that subscribers and former subscribers received credit for missed repair appointments as required by Frontier's AFOR plans. The accounting should report for missed repair appointments between March 1, 2015 and March 1, 2018 for customers in Frontier Communications' service territory and between November 1, 2015 and November 1, 2018 for customers in Citizens Telecommunications' service territory. If a former telephone service subscriber no longer subscribes to telephone service, the refund is still required. The accounting should include:²⁶¹
 - a. The subscriber's name;
 - b. The subscriber's telephone number or email address;
 - c. The number and dates of missed repair appointments;
 - d. Whether the subscriber received telephone service from Frontier Communications or Citizens Telecommunications;
 - e. The amount of credit provided to the subscriber;
 - f. The amount of credit the subscriber should have received; and
 - g. An explanation of how Frontier identified the missed repair appointments for the purpose of this accounting, including how missed repair appointments are or are not affected by the deficiencies in repair ticket recordkeeping described by the Department in section F.

²⁶⁰ Additional problems with Frontier's treatment of common cause tickets are described above.

²⁶¹ If any refund payment cannot be made because a past subscriber cannot be found despite the best effort of Frontier, such refunds shall be treated by Frontier as "unclaimed property" of the subscriber as defined in Minn. Stat. Ch. 345. Frontier shall file a report within 180 days describing all refunds treated as unclaimed property.

The report should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the information and attests to its accuracy.

- 2) If Frontier provides no instances of customers receiving credits for missed repair appointments under the terms of the AFOR plans, the Department staff can review each consumer's comments in this matter and provide an accounting to the Commission, subject to comment, on those instances of missed repair appointments, so the Commission can order Frontier to provide the credits.
- 3) Require Frontier to provide notice to subscribers and former subscribers of the circumstances under which a credit was due for missed repair appointments, and that if the subscriber experienced a missed repair appointment, the credit or refund required is being reviewed. The notice should state that, if a credit or refund was required, subscribers should expect to see the credit on their bill in the coming months or receive a refund promptly; and, if subscribers or former customers do not receive a refund or credit but believe they are entitled to a refund of credit, the customer may contact the Department of Commerce at 651-539-1883 or telecom.commerce@state.mn.us. The notice that Frontier proposes should be submitted for review to Commission and Department of Commerce staff, and, if there is agreement, approved by the Executive Secretary. After the notice is provided to current customers, the Company shall file proof of compliance, including an affidavit of a Frontier executive officer attesting to the veracity of the information. All instances presented by subscribers will be used to determine the number of violations of the rule.
- 4) Require Frontier to demonstrate by filing evidence, within 60 days of the date of the Commission's Order, that it has implemented practices to consistently meet repair dates and times and to notify customers in advance in the rare cases where Frontier cannot meet the repair date due to unforeseeable circumstances. The filing shall be accompanied by an affidavit of a Frontier executive officer attesting to the veracity of the information provided.

Q. LIFELINE/TAP

Comments from Frontier's customers raise concerns that Frontier may be mishandling the Lifeline and Telephone Assistance Plan (TAP) benefits. There is customer confusion and consumers report difficulty in communicating with Frontier representatives regarding the application and recertification process.

In general, the Minnesota Legislature has adopted laws intended to make telephone service universally available in Minnesota, including making service affordable for low income

citizens. Minn. Stat. § 237.06²⁶² requires telephone companies like Frontier to provide “reasonably adequate service” for the “accommodation of the public” at rates that are “fair and reasonable.” The Legislature specifically directed the Commission, in Minn. Stat. § 237.011²⁶³ to consider in all proceedings that it should preserve universal service, ensure that a monopoly provider’s rates are reasonable, and otherwise protect customers of telephone companies which have little or no competitive pressure to adequately serve the public, including low income citizens. Minn. Stat. § 237.71 and Minn. R. 7817.0200²⁶⁴ and 7817.0400, subp. 1, specifically require Frontier to provide accurate and complete information on the TAP program and application process to ensure that customers are afforded the opportunity to acquire TAP benefits.

During the Slayton Public Hearings, Mr. Doug Lande stated that Frontier refused him vacation rate service because he signed up for the Lifeline program, and according to the Frontier representative, Mr. Lande would be “getting two benefits at once.” However, being on vacation rate service does not disqualify a customer from receiving Lifeline/TAP benefits. The Lifeline/TAP benefits are only available up to a designated level and cannot exceed the amount of the monthly service rate. Frontier provided Mr. Lande misinformation.²⁶⁵

Ms. N. K. filed a complaint with the Commission, because she could find no one at Frontier who could assist her in signing up for the Lifeline/TAP programs.²⁶⁶

Mr. P. O. filed a complaint with the Commission alleging that the application for Lifeline/TAP benefits he filed on behalf of his 103 year old aunt, was rejected, because he completed the wrong form. He had obtained the application form from the Minnesota PUC website, but apparently that form was not accepted by Frontier and Frontier representatives were unfamiliar with the Minnesota PUC form.²⁶⁷

²⁶² Minn. Stat. § 237.06 states in part: “It shall be the duty of every telephone company to furnish reasonably adequate service and facilities for the accommodation of the public, and its rates, tolls, and charges shall be fair and reasonable for the intrastate use thereof.”

²⁶³ Minn. Stat. § 237.011 includes the following state goals that should be considered as the commission executes its regulatory duties with respect to telecommunication services:

- (1) supporting universal service;
- (5) maintaining or improving quality of service;
- (7) ensuring consumer protections are maintained in the transition [from a monopoly situation] to a competitive market for local telecommunications service...

²⁶⁴ **7817.0200 explains that** the purpose of the “telephone assistance plan [is] to provide telephone assistance credits to reduce the local telephone rates of eligible residential households” so that “customers are afforded the opportunity to acquire the benefits of ... federal matching plans. This chapter is to be liberally construed to further these purposes.”

²⁶⁵ Attachment 1 - Mr. Doug Lande Public Testimony of Sept. 25, 2018 (DOC 1-000101 – 000104 and 000107 – 000108).

²⁶⁶ Ms. N. K. Nonpublic Complaint to Commission (DOC 17 – 002070).

²⁶⁷ Mr. P. O. Nonpublic Complaint to Commission (DOC 17-002098 to 002100).

Mr. H. B. filed a complaint with the Minnesota PUC, because a Frontier letter informing him of the rejection of his application did not provide him with sufficient details to understand the qualifying income levels for the program.²⁶⁸

Ms. B. A. filed a complaint because she lost her benefits without being satisfactorily informed of the loss of benefits by Frontier. In this case, she only found out about the loss of benefits after she filed a billing complaint with the FCC.²⁶⁹

Conclusions

The customer complaints regarding Frontier's administration of the TAP program identify communication problems between customers and Frontier. The provision of complete and accurate Lifeline/TAP information by Frontier is mandated by Minnesota law and is a prerequisite to administering a successful TAP program that fulfills the needs of eligible customers.

Recommendation

The Commission should order the following:

- 1) Direct Frontier to file a report with the Commission within 60 days of the Commission's order, demonstrating that Frontier has ensured that it appropriately trains its customer service representatives regarding the TAP program and the relationship between the TAP and Lifeline programs. The report must demonstrate that Frontier employees' training ensures that customers are given accurate TAP program information. The report must include training material, specify which customer service representative groups receive TAP training, the frequency with which Frontier personnel receive ongoing training to ensure that the TAP program is understood, and any additional information to demonstrate that Frontier has taken appropriate steps to achieve the statutory goal of making the TAP program available to eligible Minnesotans. The report should also demonstrate that Frontier's public website, including applications and customer service representatives providing website "chat" communications, accurately refers customers who seek information on the TAP program to the Commission's website on the Lifeline/TAP program and application process. The report should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the information and attests to the accuracy of the information.

²⁶⁸ Mr. H. B. Nonpublic Complaint to Commission of Nov. 9, 2017 (DOC 23 – 003409 – 003410).

²⁶⁹ Ms. B. A. Nonpublic Complaint to the FCC of Feb. 21, 2018. (DOC 29-004176).

R. CUSTOMER COMPLAINT IN NOVEMBER 9, 2018 PUC NOTICE

On November 9, 2018, the Commission issued a Notice Requesting Comments on Frontier Communications' Billing Practices. The Notice requested stakeholders to investigate and comment on whether Frontier's actions, as described in the following may violate Minn. Stat. §§ 237.662, 237.663, or other statutes and rules:

The Commission has received a customer complaint in which the consumer was offered specific services and costs in the attached flyer. The customer elected to receive "Digital Phone Essentials" at a cost of \$21.99 per month. The offer excludes long distance and notes that "other fees may apply." The customer was charged \$29.99. Taxes and other fees are listed separately. Frontier explains that, as tariffed, the Digital Phone Essentials comes with a mandatory \$8.00 per month long distance service, making the actual charge for Digital Phone Essentials \$29.99, not \$21.99 as advertised. The customer was offered a tariffed basic line with a standalone caller ID at \$35.61 as an alternative.

Several Minnesota statutes and rules may apply to this customer's complaint, regarding requirements for long-distance providers, prohibitions against loading and other billing rules, and requirements for offering bundled service. First, Minn. Stat. § 237.662 subd. 1 requires phone companies to disclose specific information when selling long distance service:

when contacted by a customer regarding the purchase of long-distance telecommunications services, or when soliciting customers via mail or telephone, a provider of long distance services shall provide the customer with the following information, if the service is being offered to the customer, about the service offering, either orally or in writing:"

...

(2) the price or range of prices of intrastate . . . message toll service accessed by dialing "1+" or "10-xxx", including any difference in prices for evening, night, or weekend calls;

...

(5) any special promotional rate or promotional offering related to the services or prices described in clauses (1) to (4) above, including any limitations or restrictions on the promotional rates or offerings.

Subdivision. 2 of the same statute requires additional written disclosures about pricing of long distance prices:

If a customer agrees to purchase telecommunications services from the provider of long-distance services on a presubscription basis, the provider shall send the customer written information regarding services subscribed to, containing:"

(1) the information regarding prices and charges described in subdivision 1, clauses (1) to (5);

(2) the price for calls placed with a calling card issued to the customer by the provider and any surcharge for placing calls with a calling card;

...

This written information must be sent to the customer within seven business days from the date of the verification of the customer's authorization, unless federal law or regulation requires notice to be sent by an earlier date.

Finally, subdivision 3 of the same statutes removes the filed rate doctrine as a defense if a customer challenges unexpected charges for long distance charges. Minn. Stat. § 237.662, subd.3 provides that telecommunications carriers cannot defend against "any action brought for failure to disclose intrastate prices for which disclosure is required under this section" on the basis that intrastate tariffs and price lists for long-distance services are on file with state regulators.

Next, Minn. Stat. § 237.663 (Loading) states in part:

(a) Except as provided in paragraph (b) or (c), a telephone company or telecommunications carrier providing local service shall not charge a telephone service subscriber, as defined in section 325F.692, for a telephone or telecommunications service that is not required by the commission to be offered and for which the subscriber did not explicitly contract.

Minn. Stat. § 237.626, subd. 2 (Bundled Service):

(a) A telephone company or telecommunications carrier may offer telecommunications services subject to the regulatory jurisdiction of the commission as part of a package of services that may include goods and services other than those subject to the commission's regulatory jurisdiction. Subject to the requirements of this chapter and the associated rules and orders of the commission applicable to those regulated services, a telephone company may establish the prices, terms, and conditions of a package of services, except that: (1) each telecommunications service subject to the regulatory jurisdiction of the commission must be available to customers on a stand-alone basis; and (2) at the time the packaged offering is introduced or at the time the packaged price is subsequently changed, the packaged rate or price may not exceed the sum of the

unpackaged rates or prices for the individual service elements or services.

(b) Nothing in this subdivision is intended to extend or diminish the regulatory authority of the commission or the department.

Minn. Stat. § 237.07 requires carriers to operate consistent with their tariff and to include all applicable rates and service conditions in its tariff.

Minn. R. 7810.1400 (Customer Billing) requires, among other things, an itemized listing charges and the provision of an explanation of rates and charges upon the request of any customer or applicant.

Conclusions

Minnesota law and the Commission rules allow Frontier to offer bundled services, but places restrictions on the use of bundled pricing. Minn. Stat. § 237.662, subd. 1(4), requires carriers offering long distance service to provide detailed pricing information including “fixed flat fees, service charges, surcharges, termination charges or other non-service-specific charges.” Minn. Stat. § 237.662, subd. 2, requires carriers offering long distance services to send written information regarding all applicable prices and charges. While Minn. Stat. § 237.626 allows carriers to offer bundled services, the law establishes restrictions on the use of bundled services including the requirement that the packaged rate or price may not exceed the sum of the unpackaged rates or prices for the individual service elements or services.

In the complaint cited in the Commission’s November 9, 2018 Notice Requesting Comments, and the accompanying Frontier Notice entitled “Information for Frontier Communications’ Residential Customers,” it appears that Frontier may have violated Minnesota law. While the Frontier Notice references basic standalone rates, it fails to fulfill the statutory obligations applicable to bundled services, such as the “Digital Phone Essential” bundle purchased by the complainant referenced in the Commission’s November 9, 2018 Notice. That is, the Frontier Notice to customers does not specify that the bundle includes long distance service and applies a separate monthly rate for long distance service, which appears to violate the specific requirements of Minn. Stat. § 237.662, subd. 2. Further, the Notice to customers, in the attachment cited above, does not reference “fixed flat fees, service charges, surcharges” as required by Minn. Stat. § 237.662, subd. 1.

Finally, while the prices listed on the Frontier Notice appear to be set so that “the packaged rate or price [does] not exceed the sum of the unpackaged rates or prices for the individual service elements or services,” as required by Minn. Stat. § 237.626, subd. 2, the pricing on the Frontier Notice does not reflect the true pricing of the service. Frontier’s failure to list all applicable “fixed flat fees, service charges, surcharges” masks the fact that the monthly rate for standalone service is higher than the rate for the “Digital Phone Essentials” bundle in violation of Minn. Stat. § 237.662.

The Tariff of Frontier Communications of Minnesota, Inc. does not specifically reference “Digital Phone Essentials” service at a rate of \$21.99 as cited in the Frontier Notice discussed above. Frontier’s Flexibly Priced Services Tariff No. 2 (Section 6, page 64) references “Frontier Digital Phone Bronze” service at a monthly rate of \$24.99, plus \$3.99 for the feature pack, and states that this service option was formerly called “Frontier Digital Phone Essentials.” Frontier’s Tariff No. 2 (Section 6, pages 75 and 79) references “Frontier Digital Phone Essentials 1 – 2010” and “Frontier Digital Phone Nationwide Unlimited with Essentials 1 – 2010” as grandfathered services offered at monthly rates of \$28.99 (plus \$3.99 per month for the feature pack) and \$39.99 (plus \$3.99 per month for the feature pack), respectively. None of the three service options cited above matches the monthly rate cited in the Frontier customer notice offering “Digital Phone Essentials” service for \$21.99 per month. It appears that Frontier has violated Minn. Stat. § 237.07 requiring the carrier to operate consistent with its tariff and include all applicable rates and service conditions in its tariff.

Recommendation

The Commission should order the following relief:

1. Direct Frontier to file comments, within 30 days of the Order in this case, showing why it should not be held in violation of the requirements of Minn. Stat. § 237.662 for failing to disclose, in writing, the price, terms and restrictions of long distance service.
2. Direct Frontier to file comments, within 30 days of the Order in this case, showing why it should not be held in violation of the requirements of Minn. Stat. § 237.663 for charging a customer for a telephone service that is not required by the commission to be offered and for which the subscriber did not explicitly contract.
3. Direct Frontier to file comments, within 30 days of the Order in this case, showing why it should not be held in violation of the requirements of Minn. Stat. § 237.626 for offering a bundled service at a rate that exceeds the sum of the unpackaged rates for the individual service elements or services.
4. Direct Frontier to file comments, within 30 days of the Order in this case, showing why it should not be held in violation of the requirements of Minn. Stat. § 237.07 requiring the tariffing of the rates and conditions of all services.
5. In the event that Frontier does not demonstrate that it complied with the statutory requirement of having its rates and conditions of service in its tariff, direct Frontier to provide an accounting of all customers that were charged the \$8 per month long distance fee when subscribed to Digital Phone Essentials. This list should include the name, email address and/or phone number, and the period over which each customer was charged the \$8 fee.

6. In the event that Frontier does not demonstrate that it complied with the statutory requirement of having its rates and conditions of service in its tariff, require Frontier to refund the total amount collected from each customer that was not tariffed.

In the event that Frontier does not demonstrate that it complied with the statutory requirement of having its rates and conditions of service in its tariff, require Frontier within 60 days of the Commission's order finding Frontier has not made the necessary showing, to prepare a proposed notice to its customers (1) informing customers of Frontier's obligations under Minn. Stat. § 237.662 and the Commission's order, and (2) stating that customers whose bills included an \$8 per month long distance fee when subscribed to Digital Phone Essentials are entitled to a refund of the charges. The notice should be submitted for review to Commission and Department staff, and if there is agreement, approved by the Executive Secretary. The notice should state that customers who paid the \$8 per month long distance fee should expect a refund in the next couple of months, and that, if a customer believes they are entitled to a refund but do not see it on their bill, they should contact the Department of Commerce at 651-539-1883 or telecom.commerce@state.mn.us. All instances presented by subscribers will be used to determine the number of violations of the statute.

S. INTERNET BILLING ISSUES. Charges for a service unavailable. No bill credit for outage.

Many subscribers reported billing issues— such as inflated bills, surprising new charges, and refusals to provide credit for services not provided during extended outages, in connection with their internet access service.

Minn. R. 7810.1400, subp. 3, states that a utility “shall provide any information and assistance necessary to enable that person to obtain the most economical communications service conforming to the person’s stated needs....” Internet access service is considered to be a “communications service²⁷⁰”.

Many subscribers indicated that, contrary to the strictures of Minn. R. 7810.1400 subp.3, Frontier has sold them “upgraded” more costly internet access services as a purported solution to avoiding inadequate service;²⁷¹ however, the more costly service merely increased

²⁷⁰ “Communications services” includes the entire panoply of communications services, not just telephone or telecommunications services, but also CMRS, internet access, cable, etc. services. The term “communications services providers” encompasses public and private companies in the telecom (landline and wireless), Internet, cable, satellite, and managed services businesses.”

https://en.wikipedia.org/wiki/Communications_service_provider

²⁷¹ Similarly, several consumers expressed frustration regarding Frontier's marketing of speeds “up to” a stated speed but failing to provide speeds close to that amount. Many consumers felt this practice was deceptive. The State of New York recently settled a dispute with Charter Communications regarding Charter's similar marketing tactics including representing speeds that could not be delivered. The settlement, in addition to requiring Charter to pay over \$62.5 million in restitution, required Charter in its advertising to (a) describe internet speeds as “wired”; (b) disclose that wireless speeds may vary; and (c) disclose factors that may cause actual experience to vary. The settlement also prohibits Charter in its advertising from making unsubstantiated claims about (a) the

the price without correcting the slow speeds. For example, in the case of Ms. Shellie Metzler,²⁷² Frontier sold her Frontier’s “Broadband Ultra-12 mbps” service, but at her rural Finlayson location, she indicated, she is able to receive *only one-tenth* that speed, at best. “Last week within two days the internet dropped over 100 times. Dropped service and slow internet speeds are everyday occurrences.” She said, “I should not be charged for the 12 mbps because I have never had it. I should not be charged for the 6 mbps because I do not get that either. This is very frustrating as I operate a small business and depend on the internet.”

Similarly, Mr. Marty Sterzinger testified at the Slayton hearing that for his business, Frontier sold him higher priced services that did not address his stated need.²⁷³ First, Frontier sold him a “broadband business service so I’m supposed to have business repair times within 24 hours.” Mr. Sterzinger paid premium rates for 24-hour restoration, which is the objective specified in the Commission’s rules,²⁷⁴ even when the customer does not pay extra for it.²⁷⁵ Paying for a service to which he is entitled without charge is not more economical for Mr. Sterzinger. Even worse, Mr. Sterzinger did not even get what he paid for: when Mr. Sterzinger has reported an outage, he was told he would get a call-back in a week, not in 24 hours. Frontier also sold Mr. Sterzinger a purported solution for an inadequate “dynamic” IP address that kept switching every three to four minutes, and the server in Farmington frequently dropped the DNS when it issued a new IP address. When Mr. Sterzinger sought a solution from Frontier, Frontier told him “the only way to fix the problem”, which was to buy a more costly static IP, which would cost him another \$25 to \$30 a month. Mr. Sterzinger reported that the more costly static IP address did not solve the problem, because the static IP still drops. Finally, Mr. Sterzinger described what may be the root problem, poor Frontier maintenance of its network. Mr. Sterzinger explained: “I’ve got 12-pair cable coming out to the store from the [Frontier] central office. They’ve only found one pair that’s conducive for communication, 11 pair are broken.”

Some customers complained-- not of being sold unnecessarily costly services--but of Frontier outright charging them for items of which the customer was completely unaware. Mr. D. S.’s complaint to the Commission states that Frontier, without his knowledge, adds items to his bill such as, “Equipment Delivery and Handling Fee” (\$9. 99), “Residential Basic Voice Mail” (\$6. 99), and “Anonymous Call” (\$2.99).²⁷⁶ Mr. D. S stated that his most recent issues with Frontier was unexpected increased charges on his bill. He said, “I noticed that my monthly bill

speed required for particular internet activities like streaming; (b) the reliability of internet service; and (c) the availability of promised speed over wifi. N.Y. Atty. General Press Release, *A.G. Underwood Announces Record \$174.2 Million Consumer Fraud Settlement With Charter For Defrauding Internet Subscribers* (Dec. 18, 2018), <https://ag.ny.gov/press-release/ag-underwood-announces-record-1742-million-consumer-fraud-settlement-charter>.

²⁷² Attachment 1 – Shellie Metzler Speak Up Comment of Mar. 7, 2018 (DOC 12-001821-22).

²⁷³ Attachment 1 – Marty Sterzinger Public Testimony of Sept. 25, 2018 (DOC 4-000443-47).

²⁷⁴ Minn. R. 7810.5800.

²⁷⁵ Further, the former AFOR plan provided for a business to have service restored within 24 hours or the customer is to be provided with a pro-rata adjustment of the monthly recurring charge and \$10 for each day the business is out of service.

²⁷⁶ Mr. D. S. Nonpublic Complaint to Commission of Feb. 28, 2018 (DOC 25 - 003583 - 003588).

had increased without any explanation” with line items for phone and broadband increasing from one month to the next by 6 and 20 percent. Although he called Frontier multiple times, he received no explanation other than “that’s the new amount.” When he asked for prices on phone plans, he said, Frontier verbally quoted prices “but when I asked for them to E-mail me the options detail available, I was told that it would be a security risk to send that information out to me.”

On May 17, 2018, the Department received an inquiry from a customer asking why Frontier was charging her a new \$1.99 monthly recurring fee entitled “Internet Infrastructure Surcharge.” Upon reviewing the new item, the Department learned that Frontier had offered customers “price for life” internet access services and fixed internet access prices for a term of years, often bundled with fixed two-year telephone service contracts. Without notice to its customers, however, Frontier added new items to the bundled customers’ bills on two occasions in 2018 by adding on the new recurring line item, “Internet Infrastructure Surcharge.” The new line item initially was \$1.99. Frontier subsequently hiked the recurring charge to \$3.99.

Notwithstanding Frontier’s duty under Minn. R. 7810.1400, subp. 3, to provide customers the “information and assistance necessary” to enable a customer “to obtain the most economical communications service,” in some cases, Frontier has stated to the Department that these customer’s complaints of overcharges and unauthorized charges pertain to internet access or to Frontier’s physical plant, and therefore cannot be addressed by the Commission.²⁷⁷ For example, in an email to a customer dated May 24, 2018, Ms. Sharon Armstrong, a Frontier Executive Customer Relations representative stated: “The Internet Infrastructure Surcharge is not a ... government surcharge. The fee is to defray some of the costs of maintenance of the local network.” In a subsequent Response to a Department IR, Frontier further explained the “local network” to consist of:

Components of the “local network” in Ms. Armstrong’s statement would include electronics used to provide internet service as well as the facilities used to house, power, and protect those electronics. In addition, this would include the transport facilities used to transit internet traffic between the customer and Frontier’s central offices and between central offices and major internet peering locations.²⁷⁸

Conclusions

From customer complaints and comments, it appears that Frontier routinely violates Minn. R. 7810.1400, subp. 3, and that the utility fails to provide all information and assistance

²⁷⁷ Attachment 2 – Frontier Initial Response to DOC IR No. 39; Frontier Response to DOC IR No. 66.

²⁷⁸ Attachment 2 – Frontier Supplemental Response (Nov. 8, 2018) to DOC IR 39.

necessary so its customers and prospective customers can “obtain the most economical communications service conforming to the person’s stated needs....”

Recommendation

If the Commission determines that some customer complaints concern matters that are outside its enforcement authority under Minn. R. 7810.1400, subp. 3, or that the Commission otherwise lacks authority to curb Frontier’s practices of charging customers for unnecessary and/or unauthorized services, the Commission could take the following actions:

- 1) Refer to the Minnesota Attorney General, for his consideration, the question of whether Frontier has engaged in bait and switch tactics, where customers signed up for service at an agreed price with a term commitment, but Frontier increased the price during that term.
- 2) Refer to the Minnesota Attorney General, for his consideration, the question of whether Frontier provided, or was even capable of providing the internet service speeds and quality that Frontier claimed to offer; and also, and whether there are any consumers protections that may be applicable in this regard.
- 3) Refer to the Minnesota Attorney General, for his consideration, the FCC, or the FTC, the question of whether there are any truth-in-billing requirements that may be applicable to the application of the Internet Infrastructure Surcharge, including the question of whether the charge is clearly and conspicuously identified on the consumer’s bill.
- 4) The FCC has found that billing information that is unclear under Section 64.2401(b) violates Section 201(b) of the Act.²⁷⁹ This Commission should refer to the FCC the question of whether the unclear “Internet Infrastructure Surcharge,” when included on a customer’s telephone bill, also violates Section 201(b) of the Act. This question may include whether unclear surcharges for internet service are permissible when not included on the same bill as telephone service.
- 5) The Commission should give consideration to whether it will review the Internet Infrastructure Surcharge in connection with Frontier’s ETC status. If the Commission takes no action on this point at this time, it may do so when Frontier comes before the Commission in the ETC recertification process.

²⁷⁹ <https://www.fcc.gov/document/fcc-adopts-declaratory-ruling-truth-billing>

T. CONNECT AMERICA FUNDS. Subscribers in Census Blocks Designated to receive Connect America Funds (CAF II)

The Federal Communications Commission expressly delegated authority to this Minnesota Commission to investigate and make findings regarding ETCs such as Frontier. Docket No. P407, 405/CI-18-122, *Petition of the Minnesota Department of Commerce for Reconsideration and/or Clarification*, May 2, 2018, pp. 4-8. Among other things, the Commission is required to certify to the FCC that the broadband funds are used for their intended purpose, by carriers such as Frontier.

The Frontier AFOR plan that expired on March 1, 2018, stated:

Within 30 days of the FCC's CAF II offerings, Frontier will report to the Commission its investment plans including the areas eligible for CAF funding, and the CAF II funding amounts that Frontier is eligible to receive for those areas. Within 120 days of the FCC's CAF II offerings, Frontier will report to the Commission the CAF II funding amounts that Frontier accepts, and the amounts of Frontier's own investment in addition to any CAF II funding received in Minnesota.

Beginning in 2016, Frontier will submit a report to the Commission that describes the investments and its funding, including any investments supported by CAF funding, in technological and infrastructure enhancement, it has made during the previous calendar year. The report will be filed by March 1 of each year.²⁸⁰

The information Frontier and Citizens provided with its required reporting was minimal. For example, Citizens' report filed on February 28, 2018 in its AFOR Docket, P-407/AR-15-388 contained only the following information:

During 2017, CTC-MN spent a total of \$16,596,537 for technological and infrastructure enhancements.

Some of the notable enhancements included in this amount are:

- Expansion of distribution facilities (\$292K)
- Expansion of DSL and broadband capacity (\$371.6K)
- CAF II projects (\$11.6M)
- Relocation/replacement for road work (\$2M)
- Station connections (\$1.2M)

²⁸⁰ Attachment 5 – Frontier AFOR ¶ VI.B. The Citizens AFOR plan that expired on November 1, 2018, also contained this exact language.

Conclusions

To date, the information Frontier has submitted has been too minimal for the Commission to perform the duties delegated by the FCC, including the authority to investigate and make findings as part of the Commission's obligation to certify to the FCC that the Connect America funds are used appropriately by Frontier. As with other ETCs in the recertification process, Frontier has provided insufficient information to determine whether the unserved households that received service funded by CAF II are in fact offered service at internet access speeds of at least 10/1 Mbps.²⁸¹ While the Commission's responsibilities are the same for all ETCs, the Commission may consider in its ETC recertification process whether there is a basis to do a more in-depth analysis, based on complaints received by consumers on any particular ETC.

Recommendation

The Commission should order the following:

Require Frontier to file within 90 days of the Commission's Order, and on an annual basis when it files its petition for ETC recertification, a list of households (name, email address and telephone number) where CAF II funding was used to serve previously unserved households, along with a statement specifying the internet access service that is available to each household. This requirement should continue for as long as there is any question on whether Frontier is meeting its obligations to receive CAF II funds.

U. AFOR INVESTMENT COMMITMENT

In Citizens' AFOR plan, the required investment plan includes the following statement:

During 2015, CTC-Minnesota intends to upgrade DSLAMs in the Delano, Ely, Mound, Ranier, and Watertown exchange. These upgrades will allow for the provision of faster internet speeds, of up to 40Meg.²⁸²

In Frontiers' AFOR plan, the required investment plan includes the following statement:

During 2015, Frontier intends to upgrade DSLAMs in the Balaton, Belle Plaine, Elysian, Henderson, and Janesville exchanges. These upgrades will allow for the provision of faster internet speeds, of up to 40.²⁸³

²⁸¹ Frontier supplied some additional information regarding its CAF II projects in Scandia in response to a Department IR, but the Department believes that targeted IRs are not a sustainable solution for the Commission to perform its duties to certify to the FCC that funds are used appropriately. Attachment 2 – Frontier Response to DOC IR No. 68.

²⁸² Attachment 5 – Citizens AFOR ¶ VI.B.

²⁸³ Attachment 5 – Frontier AFOR ¶ VI.B.

Since the AFOR plans were under the Commission’s jurisdiction, and since broadband investment was part of the investment commitments that allowed Frontier and Citizens operating companies to be free from rate of return regulation, it is clearly within the Commission’s purview to examine whether the AFOR investment commitments were met. The Commission could study each of the exchanges identified in the investment commitment, but it may be more practical to select a single exchange, such as Ely—as there is more evidence in the record from Ely customers concerning investment, due to the location of a Commission’s public hearing.

Recommendation

The Commission should require Frontier to submit the following information for its Ely exchange:

- 1) The number of residential and business customers it has in Ely, for either telephone or internet service.
- 2) The number of residential and business customers in Ely that have a Frontier internet service offering.
- 3) The number of residential and business customers in Ely that receive internet download speeds of nearly 40 Mbps. The names as well as email addresses or telephone numbers should be provided to enable the Department to contact a sample of customers to learn if they are receiving these stated speeds.
- 4) The number of residential and business customers in Ely that are receiving internet service at a minimum of 10/1 Mbps.

V. CAPTEL

The Commission should consider the impact of Frontier’s practices on people with disabilities. Some customers with a hearing impairment use captioned telephone (CapTel), enabling the customer to read everything that the other party says, while also listening to the other party. CapTel may be provided over traditional analog lines, or using an internet connection if one is available. The equipment used by the customer differs based on whether the customer has a traditional CapTel line or iCapTel, with the “i” representing that it is an internet based phone.

Mr. Tom and Ms. Linda Kuamme of Milaca reported that Mr. Kuamme is hearing impaired and uses a CapTel phone.²⁸⁴ The complaint discusses the numerous times that CapTel did not work as a result of no WiFi connection, including not having service for over a week. The complaint also discusses the difficulty with receiving assistance from Frontier representatives and the numerous expenses that were incurred, and the inability to obtain corrections for inappropriately billed charges.

²⁸⁴ Attachment 1 – Tom and Linda Kuamme Public Comment of Feb. 23, 2018 (DOC 8-001046-52).

Conclusions and Recommendations

Because the same technicians and customer service representatives work on both internet and telephone issues, and some particularly vulnerable customers may rely on Frontier's internet for essential communications through devices like iCapTel, if Frontier were simply required to meet the service quality requirements for telephone service, primarily by having sufficient personnel to address problems in a timely manner, customers needing devices like CapTel or iCapTel would benefit. Further, the Commission should consider, as it fashions remedies, the fact that Frontier's poor quality broadband internet access services and facilities, as Frontier has implemented them, both directly and indirectly impact Frontier's provision of regulated services as well.

W. DISCRIMINATION. Unreasonable Discrimination Among Subscribers Prohibited.

Frontier has the incentive to, and in fact does, engage in various acts of discrimination against its Minnesota subscribers that may be prohibited by state and federal law. Frontier:

- Prioritizes new service installation over repairing the service of existing subscribers.
- Prioritizes the repair of service to customers with greater profit margins over the repair of service to customers with lower profit margins.
- Provides better maintenance and repair services to customers that have competitive alternatives than it provides to customers with few or no competitive alternatives.
- Repairs service for customers located in more densely-populated areas more quickly than it repairs service for customers in the more rural areas.
- Engages in additional prohibited activity, such as "losing" repair tickets, ostensibly to conceal its illegal discriminatory conduct and attempt to avoid the regulatory consequences of its discriminatory treatment of customers.

Minn. Stat. § 237.09 prohibits telephone companies like Frontier from discriminating against similarly situated customers in its service territories.²⁸⁵ Minn. R. 7811.0600, subp. 4 and 7812.0600, subp. 4 also require ETCs designated by the Commission to provide local service on a non-discriminatory basis.²⁸⁶

²⁸⁵ Minn. Stat. § 237.09, subd. 1 states: "No telephone company, or any agent or officer thereof, shall, directly or indirectly, in any manner, knowingly or willfully, charge, demand, collect, or receive from any person, firm, or corporation, a greater or less compensation for any intrastate service rendered or to be rendered by it than it charges, demands, collects, or receives from any other firm, person, or corporation for a like and contemporaneous intrastate service under similar circumstances." Subdivision 2 specifies that "[a] telephone company that offers or provides a service or services, service elements, features, or functionalities on a separate, stand-alone basis to any customer shall provide that service, service element, feature, or functionality pursuant to tariff to *all similarly situated persons . . .*" (emphasis added).

²⁸⁶ Minn. R. 7811.0600, subp. 4, and 7812.0600, subp. 4 state in part: "An LSP designated an ETC by the commission must provide local service, including, if necessary, facilities-based service, to all requesting customers within the carrier's service area on a nondiscriminatory basis, regardless of a customer's proximity to the carrier's facilities."

Installations of new service take priority over repairs, showing that Frontier favors new customers, and the additional revenue they provide, over existing customers. For example, Mr. and Ms. Bodine reported, in their public comment discussed above, “we were told that new hookups in the area receive priority over repairs to existing customers, and ‘they would get to [our outage] as soon as they could.’”²⁸⁷

Typical of the complaints of Frontier’s discriminatory treatment of rural customers, who lack competitive choices, is the experience of Ms. Elizabeth Mohr.²⁸⁸ Among other things, while servicing Ms. Mohr’s internet access service: Frontier (1) disconnected her telephone service without notice or consent, (2) left her without phone service for 12 days; (3) forced her to spend over 45 hours on the telephone seeking service; (4) “lost” five of the six repair tickets it issued; and (5) refused to install new internet access service because its records showed “no ports available” despite the network to Ms. Mohr’s house being funded by the CAF II grant to Frontier.

The Lacher Affidavit corroborates the information provided by telephone customers who have received discriminatory treatment from Frontier. Mr. Lacher states:

The same technicians who perform repairs on tickets also install new services on orders, and it is the same technicians that repair and install both telephone and internet services. If greater emphasis is placed on completion of new service installation orders, it takes longer for repair tickets to be addressed, with the problems being even more significant with the reduction in technicians. Further, the prioritization of a technician’s work appears to clearly be:

- a. Newer tickets take priority over old tickets since the old tickets have already missed the required standard for the repair.
- b. New service installations are prioritized over repairs. Although this is not the written policy, it appears to be the case as evidenced by the fact that overtime is granted for technicians to complete orders, but no overtime is permitted to complete repairs.
- c. Jobs receiving federal money take priority over repairs.

Conclusions

From many complaints, and through discovery, it is evident that Frontier violates state and federal laws by discriminating among customers in numerous ways, and further violates

²⁸⁷ Attachment 1 – Robert and Renee Bodine Public Comment of Aug. 24, 2018 (DOC 10-001564).

²⁸⁸ Attachment 1 – Elizabeth Mohr Public Testimony of Sept. 12, 2018 (DOC 3-000380-84).

laws by trying to conceal its shabby service and sometimes shocking behavior toward customers.

Recommendation

The Commission should order the following relief:

1. As stated earlier in these Comments, require Frontier to demonstrate that there is as high a percentage of trouble reports in its metropolitan areas that are not cleared within 24 hours, as there are in rural areas. Frontier should provide the percentage of trouble reports not cleared in 24 hours in rural exchanges and in urban exchanges for the calendar years 2015 through 2018. Frontier should list which exchanges are in the rural list and which exchanges are in the urban list. If there are a higher percentage of trouble reports in rural exchanges, the Commission should determine whether Frontier has engaged in discrimination, which is prohibited by Minn. Stat. § 237.09.
2. Require Frontier to show why it should not be found to have violated Minn. Stat. § 237.09 by discriminating against similarly situated customers in its service territories in the following ways:
 - Prioritizing customers that are having new service installed over existing subscribers in need of repair.
 - Prioritizing the repair of service to customers with greater profit margins over the repair of service to customers with lower profit margins.
 - Providing better maintenance and repair services to customers that have competitive alternatives than it provides to customers with few or no competitive alternatives.
 - Engaging in additional prohibited activity, such as “losing” repair tickets, to conceal discriminatory conduct and avoiding the regulatory consequences of discriminatory treatment of customers.
3. Require Frontier to file a comprehensive plan to demonstrate that it will comply with state and federal law prohibiting discrimination going forward, by filing evidence within 60 days of the date of the Commission’s Order, showing that it has implemented practices to ensure it will meet its obligations. The filing should be subject to comment and include an affidavit of a Frontier executive officer stating that he or she has reviewed the filing and attests to its accuracy.

VI. CONCLUSIONS

Under Minnesota's laws, the failure of a telecommunications provider to comply with the rules can be remedied by the Commission under Minn. Stat. § 237.081.²⁸⁹ In addition, the Commission can refer the matter for criminal prosecution and/or recovery of civil penalties,²⁹⁰ which the Commission may find appropriate, particularly with respect to the complete disregard the company has shown for the safety of subscribers, large numbers of whom have complained about extended service outages, and an inability to reach 911 emergency services. These outages of long duration are particularly dangerous for vulnerable Minnesotans.

Many Minnesotans that live in Frontier's service territory need to receive service from the one company that is a viable service provider in the area, Frontier. As numerous consumers have stated, if there were a viable alternative, they would end their service with Frontier, but for many, there is simply no alternative. Simply put, the Minnesota regulatory agencies should not be lulled into believing that there are competitive alternatives to all Minnesota customers, and that no regulatory response is needed. Thus, while the Commission has the authority under Minn. Stat. § 237.16 subd. 5 to revoke or temporarily suspend service, these are not viable options as customers need a service provider. But, with the broad powers of the Commission, it can ensure that the companies authorized to serve in Minnesota are complying with the Commission's rules and serving the public interest.

²⁸⁹ Minn. Stat. 237.08, subd. 4. provides that, "Whenever the commission finds, after a proceeding under subdivision 2, that (1) a service that can be reasonably demanded cannot be obtained, (2) that any rate, toll, tariff, charge, or schedule, or any regulation, measurement, practice, act, or omission affecting or relating to the production, transmission, delivery, or furnishing of telephone service or any service in connection with telephone service, is in any respect unreasonable, insufficient, or unjustly discriminatory, or (3) that any service is inadequate, the commission shall make an order respecting the tariff, regulation, act, omission, practice, or service that is just and reasonable and, if applicable, shall establish just and reasonable rates and prices."

²⁹⁰ 237.461 subd. 1 permits Chapter 237 and the rules and orders of the commission to "be enforced by any one or combination of: criminal prosecution, action to recover civil penalties, injunction, action to compel performance, and other appropriate action." Subd. 2 states that "A person who knowingly and intentionally violates a provision of this chapter or rule or order of the commission adopted under this chapter shall forfeit and pay to the state a penalty, in an amount to be determined by the court, of at least \$100 and not more than \$5,000 for each day of each violation."

Attachment 1

Docket No. P405-P407/CI-18-
122

Department Comments

Jan. 4, 2019

Alden

marge alden

Shafer, mn 55074

Frontier has been charging me for internet which have never had. I have repeatedly called them, discussed it on their chat line and written letters. They have been unresponsive on correcting their billing error. The staff in part have been very rude and even claimed the court ordered hearings on their service were only their idea to better their service Representatives have said they will handle it and they have even given me confirmation numbers but it does not get handled and they continue to bill me. am a snow bird and Frontier bought out Verizon in Florida. For years I have put my service on vacation mode and paid the 39,99 charge which I did this year. They continued to charge me. after many phone calls, chat line discussions and letters, I just talked to a representative who told me they changed their policy and are no longer doing vacation mode. I pointed out that they charged me for the vacation mode charge and she said they just changed their policies. I asked if they sent the change out to customers and she said no, I requested a copy and they denied me a copy, The bill is now about \$400 for a service I am not receiving and after they charged for the vacation mode charge. She also said unless I paid it they would not reinstate my service. Frontier's system is so messed up and they are unwilling and act like they don't care to straighten it out Please include this with the MPUS DOCKET # P407,405/1-1-18-22

Commission Inquiry into the Service Quality, Customer Service, and Billing Practices of Frontier Communications | CI-18-122

Closed May 25, 2018 · Discussion · 165 Participants · 4 Topics · 224 Answers · 4 Replies · 141 Votes

the wheel scroll for a solid 5 minutes sometimes, and eventually get in. The speed yo-yos in the afternoon and evening, and it downright disappears some mornings. We have restarted modems multiple times to no avail. I run a home business and struggle so much with my work due to these lapses of service...The only reason we stay with Frontier is that we are not willing to pay the outrageous prices the other companies charge. Also, some of the other DSL services can't lease lines from Frontier, so we are stuck with Frontier.

David Lubben · Citizen · (Postal Code: unknown) · Feb 19, 2018 8:51 am

 3 Votes

I have continually had problems with the quality of Frontier service, both as to telephone (which routinely is unavailable) and internet. Download speeds are typically at 3 mps or less, making it impossible to download software updates (for that, I have to go to the Apple Store and sit around while the upgrade downloads). Upload speeds are less than .5 mps which makes uploading photos to certain applications (iCloud, for example) not possible. I have phoned, emailed, written, and posted on the Frontier Communication website frequently to no avail. The Board of the Township in which I live summoned Frontier representatives to meetings to explain why the service is so bad. They came to one meeting, said nothing of value, left, and simply did not come to a follow up meeting. Looking at the Frontier web site, it is obvious the service they provide is not acceptable in many areas. As for a remedy, they need to be replaced with an entity willing to invest in and provide adequate service.

Paul Anderson · Citizen · (Postal Code: unknown) · Feb 19, 2018 9:39 am

 3 Votes

I live in a small town (Marine on St. Croix, MN). There is no cell coverage available, and no other viable alternatives for voice/data communications beyond what Frontier offers. The phone not working can be a matter of life or death, since there is no other way to communicate. If the power ever goes out in the town, the phone service goes away almost immediately. No 911 service, no dial tone, no internet. This has happened frequently. I would estimate the outages of the phone to be on the order of DAYS per year, somewhere in the 98-99% uptime range, when what I am paying for with a POTS line is 99.999% uptime. I expect the phone to be reliable. The Central Office in the town needs a better battery backup and a generator. If the service is out for days, they will drive over a generator and eventually get us basic phone service back. That is not an acceptable response in a town where there is no other way to communicate, particularly in the case of an emergency.

The reliability of the internet services has also been very poor. Over the years, it has been down many times. Also, the true speed delivered has been much less than promised, with upstream network congestion issues, DNS issues, and other frequent problems. My expectation as a consumer is that I get what I pay for. Again, with no other ability to get data service, I am entirely dependent on Frontier for the delivery of service.

Complaints about the service have gone unanswered. There has been no significant improvements made over time, in spite of repeated complaints, and feedback via customer satisfaction surveys and so forth. Something needs to be done.

From: Nancy Banta
To: Staff_CAO (PUC)
Cc: Nancy Banta
Subject: Frontier complaint
Date: Monday, April 02, 2018 5:47:45 PM

My problems with Frontier began when I moved 2.5 miles from where I had previously had SCI Cable. I wanted to continue with SCI, but they have not ran cable to my new area yet. Frontier is and continues to be the ONLY internet company we can choose from. If we want internet we have to use Frontier, we have no choice.

So I called Frontier around the end of November of 2015. I requested internet service be hooked to my new residence. It was hassle from the beginning. I requested to have Internet service to my new address. I began to settle in to my new residence. Internet service was interrupted on a weekly basis. Shortly after I moved in I began making calls to Frontier. It was hassle from the beginning. Every time I called Frontier to resolve an issue about billing, outages and concerns I was told I had no account with Frontier. It would be the same conversation every time. I would give them my account number. Frontier would tell me that they can locate no account for such number. I would give them my address. Frontier would tell me that they can locate no account for such address. My calls typically lasted about 1-2 hours. Sometimes I was put on hold for so long that I would put the phone on speaker, having to listen to Frontiers music recording that was scratchy and would break up. Every few minutes the same sales pitch recording would come on. I could prepare my dinner and have my table set before any rep. would return to the phone. During one call I was on hold for so long that I mixed up a batch of cookies and baked a pan before they returned to my call!!!!

The rep would return to the phone bewildered. From the first time to every time after that, it took 20 minutes to a half hour to find my account. When, during each call, my account was found I would ask the rep to please make note so next time I call it will not be so difficult to find. Every time I was assured that this note would be done. But it never was. I've been disconnected after hours of being on hold. I've been told leave a call back number and they would call my back in 15 minutes. Call backs never happened. At this point I get huge anxiety every time I have to call Frontier Communications or any company for anything. Customer service these days is just non existent! Over weeks later I would still have no internet. Despite my feelings of anxiety, I would still have to call Frontier. I went through this calling customer service for several months. One day a women in customer service answered my call as usual she could not find my account. After her asking many questions this women finally figured out why e/time I call this happens. She informed me that my acct. number is not what I have been providing Frontier when I call. She said my acct. # is my land-line #. I told her she must be mistaking b/c I do not have a land-line. She said I, in fact do!! Well it turns out that I do/did. In all these phone calls I had previously made every customer service person I spoke to who didn't know and couldn't find my acct. under the \$ I would give them never, ever told me I have a land-line and that I should be using this number as my acct. #. Here's the thing....I never asked for a land-line. NEVER!! I have no idea that I had one. I had no phone attached to it. I was paying for a land-line that I never asked for. Paying for it for over a year.....taxed for it! Everything! The customer service lady I spoke to that day was very nice and apologetic. It was the first time I felt heard. The first time I felt any relieved and thought this issue was long behind me. I requested and still request all money paid by me, including taxes be refunded to me. I still get so frustration and anxiety every time I have to think of this and e/time I have to make any similar phone calls to business' The time I have wasted, the money I have spent, and all the anxiety...hard to let it go. This particular lady said she would forward my request to a Supervisor as they where the only ones who could approve and refund money paid to me.

Now we come to the end of September 2017. I was still being billed for a land-line. Even after talking with that helpful customer service person. I never received a call or an refund from Frontier. I am not calling Frontier again! I cant do this anymore. Instead I put all my complaints in writing...handwritten at the time b/c I had no internet that I could count on b/c Frontier works sometimes and sometimes it does not. This letter I am writing today, 4/1/18, is a condensed version of what I went through and continue to go through with Frontier. I did finally get the land-line removed. After a year and a half. I was credited a small amount, but nothing near what I had paid over the length of time I had a land line, or what Frontier calls a "digital-phone"

Most months my bill is different from the previous month. Frontier continues to have slow-slow internet

service, even though I pay for high-speed. At my home we can not play on the X-box and be on the computer (internet) at the same time. Its one or the other. If its cloudy the internet may or may not work. If its raining or snowing it may or may not work. But I will not call. I cant handle calling them ever again...unless its to disconnect my service!!

Thank you for your time spent in this matter,
Nancy Banta
77428 County Highway 61
Willow River, MN 55795
320-372-0085

From: Joy Barbre
To: Staff, CAO (PUC)
Subject: Docket Number 18-122
Date: Tuesday, March 20, 2018 11:54:22 AM

I would like to comment on my recent experience with Frontier Customer Service.

On Tuesday March 13th I discovered my land line phone system (763)972-2544 was not working. Using my cell phone I called Frontier Customer Service to report the problem. The representative checked my system and confirmed it was down. After having me go through a series of procedures to try to remedy the situation she said the problem was not inside the house and wrote up a repair order telling me a repairman would come between 1-5 on Wednesday and I needed to be home during that period.

On Wednesday the repairman never showed up or called and I called Frontier and this time talked to Michael. He checked my account and told me the repairman had run out of time and assured me someone would come first thing Thursday morning as I would be first on the list for service. Again I needed to be home and again no one came or called.

At noon I again called Frontier and this time talked to Jen and was told that Michel had been mistaken. Her info showed that on Tuesday when I had first called Frontier, a line outage was occurring in my area, and when, a few hours later the problem was corrected, my repair order was cancelled as it was assumed my problem had been corrected. However, upon checking my system, she confirmed that my problem still existed. She then said she would write up a new repair order and someone would come on Friday, again I would need to be home. I told her this was unacceptable and asked to speak to a supervisor.

After a period of time I was connected to Jackie who confirmed she would put the new work order in, but no one would be able to come until Friday. I expressed my displeasure, but she insisted there was nothing she could do.

A few hours later I received a call on my cell phone from Ken, a repairman in my area saying he could come over and check things out if I was going to be home. Ken came and quickly discovered the problem was at central not at my end, and it would need to be fixed at central.

Finally on Friday morning my system was up and running again. I got a call from Ken checking to make sure the system was working and apologizing for all my difficulties.

So, after 3 frustrating days of miscommunications between Frontier Departments, misleading information to me, and a major waste of my time, my problem was resolved. At no time during that period, or since, have I received any updates or apologies from Frontier Customer Relations. Those came only from Ken, my local repairman.

Needless to say I am very unhappy with my Frontier experience.

Joy Barbre
548 Marsh Dr
Delano, MN. 55328
(763) 972-2544
drjoyb@yahoo.com

Sent from my iPad

From: RICHARD BERGQUIST
To: Staff_CAO (PUC)
Subject: Frontier Communications
Date: Tuesday, February 20, 2018 7:26:15 PM

Saw your article on Frontier and their practices. We were Frontier customers for 32 years, having no other options in Minnetrista, MN. when we tried to cancel our land line, it took two billing cycles and several irate calls to get away from them. They then insisted that we **take a gift card** for the credit of approx. \$75 for our current balance. The reason for the credit was because they habitually tried charging us with late fees as their billing date kept moving around. We have super high credit number and paid them at least one month in advance to avoid having to deal with them. The gift card didn't arrive and I was told they had processed it and it would come soon. The agent said "we have been having trouble with our gift card supplier and it will be another 6-8 weeks before it reaches you. About 10 weeks later, we got a piece of what looked like junk mail with NO FRONTIER ID on it. We opened it and finally got our gift card. When presenting it, it was bogus. I complained and 8 weeks later got another one that worked...same blank mailer. Yes, I'm glad we are done with Frontier.

Oh, by the way...back in the 80's. I got slammed by them for extra charges as they subcontracted some of their long distance...took two years and dozens of calls plus non-payment on my part before one fine customer service agent admitted that it was a common practice and "no, I can't screw up your credit rating". He took care of it.

In addition, if you check out the Mound, MN area for Frontier, it historically has been one of the worst service areas in the state. We live on Lake Minnetonka and suffered through unbelievable service quality and interruptions over the years.

Let me know if you ever get at these bastards, I'll gladly pile on.

Sorry for the rant. Just can't help myself when the name Frontier comes up. We are now in Florida for half of our time. Frontier attempts to sell us here. Needless to say, we hate them and avoid same.

Contact me at any time if you wish.

Rick Bergquist
612-619-9435

Sent from Outlook

From: thebodines@frontier.com
To: [Staff, CAO \(PUC\)](#)
Subject: Utilities Commission Docket No. 18-122
Date: Friday, August 24, 2018 1:54:55 PM

This letter is in response to a call for comments and complaints for the above referred to public hearing about Frontier Communications' customer service, billing practices, and their system reliability and adequacy.

We can tell you from personal experience that "customer service" from this company is nonexistent. They are extremely difficult to contact, and if and when you do, they are aloof, uncaring, unresponsive, and downright rude. Our most recent major complaint was when our service suddenly was completely inaccessible (we have a bundle package which includes a telephone land line and high speed DSL). It took hours to get someone to answer our call to report the outage, which in itself was very frustrating given we did not have home access to a phone or computer to contact them. After a ridiculous amount of time being left "on hold", on more than one occasion, and after relating to them that we were elderly customers with health issues, and that our mother of 90 years old needed to be able to contact us, as well as the other way around, they were unable to provide us with a projected repair date for several days and were not apologetic in the least. After several days went by, We visited the local office of Frontier in Lindstrom, and after explaining our situation to her, we received a response that was even more vague, and again, not apologetic in the least. In fact, we were told that new hookups in the area receive priority over repairs to existing customers, and "they would get to it as soon as they could". They simply do not care about their customers.

The repairman showed up 8 days to later. We were assured by customer service that we would receive credit for the amount of time our service was disabled., which of course never happened, and is just not worth the hassle of another phone call. We should add that this is not the first time we had this type of experience with Frontier. Also, the internet service is frequently interrupted, and frequently very slow.

As far as billing, we were notified that they instituted a policy that requires us to receive billings electronically only, or pay extra fees or risk cancellation of service. Ironically, the service is not dependable enough to ensure receipt of the bill in a timely manner. Additionally, someone is dropping the ball when it comes to processing promised refunds for service outages.

In short, we are unhappy with every aspect of the terrible service they provide, but are unfortunately forced to use them at this point with the lack of other vendors in this area.

Robert and Renee Bodine
29132 Golf Drive
Lindstrom, MN 55045
651-257-1909

From: Debra Boldt
To: [Staff, CAO \(PUC\)](#)
Subject: Frontier Telephone
Date: Wednesday, September 26, 2018 4:14:18 PM

I live in Glen, Mn after retiring in April of 2017 previously living in the Twin Cities. I have Frontier Telephone for my landline, wifi and Internet service. All of which are not working more than they are working. Telephone calls to Frontier in this regard have found to be useless. My husband and I have spent hours on the telephone with Frontier (4 hours in the last week) to accomplish nothing. Last Monday I spent 2 hours on the line with Frontier trying to regain wi-if service that had been out for 3 days. This was after I unplugged the router box to try to reset the WiFi which sometimes works, but most of the time does not. What will work, it to wait it out and check daily to see if it has come back up. Meanwhile, I am paying for daily service which I am certainly not getting. My land line goes out every time it rains, snows or has high humidity. Living in Minnesota this year, you can imagine how often I have not had landline service. Cell phone service in this area is non-existent which is why we have to have a landline.

My landline was out last Saturday through Monday. Monday the landline worked but the wi-if went down. After Frontier had me re-program my SSID and my IP address, my WiFi began to work. However, it knocked out my smart TV, Hulu, Netflix and my printer. I am not a young person and cannot correct these issues. This is the 3rd time in a year and a half Frontier has put me through this routine only to knock out all my other devises that run off the WiFi. I have to go without these other devises until which time I can get someone who knows what they are doing to correct my other devises. Of course, that means I am paying for Netflix and Hulu while I can watch it. Today the WiFi was out once again. Another call to Frontier and another hour on the phone. The Frontier agent told us they have no records of my calls other than last Saturday for my landline which is scheduled to be fixed on October 2, 2018. How can this be with all the calls I have put into them in the last year and a half? What kind of records do they keep. My landline was working on its own on Monday without Frontier doing anything, they still had an open ticket to fix the landline on October 2. Now that call was made on September 22, not to be schedule for repair until October 2. Again, I am paying and expected to pay for telephone service I am not receiving. My husband is disabled and is currently going through many medical procedures and surgeries. A little over a month ago, my husbands medical facility had to reach us through our emergency contact as our landline was out for 2 weeks. We called it in and were told it would be 2 weeks until they could get a tech out to look at it this. This is not acceptable.

We are not the only persons going through this. Our neighbors are all having the same issues. Today Frontier told me it is normal to have to unplugged your WiFi box up to 20 times a day in order to get it working again. This, most certainly is not normal.

Frontiers repairman told us the equipment is very old with too many lines running off of it which is why this is happening. Because we live on a lake with summer residents, the repairman will switch a line not working with a line that is a summer resident as they are not at their cabin and won't know it is not working until they visit again. When that person calls in a repair, the repairman will then switch it with a different summer resident. Frontier has to do something about updating their equipment if they intend on servicing our area as it should be serviced. We did not have this issues in the cities. Frontier is our only choice in this area. If we could switch to another company, myself and our neighbors would. If we want landlines and WiFi with Internet we have to use Frontier and pay for service we will only get half the time and spend the other half frustrated and upset. CenturyLink telephone is 1000 feet from our home but we can't use them. We are at the very border of CenturyLink and Frontier. If we had a choice, we would go through CenturyLink.

Frontier does not appear to care if your service is working or not. They will give you no answers, no last names, no direct contact numbers and most of all, will act as though they are doing you a great service when in fact they are not.

I completed Frontiers electronic survey in which "Andrew" who identified himself as a supervisor called with follow up questions as to the very negative remarks I gave them on the survey. Andrew ended the call stating he will pass on all the information I gave him but he cannot be sure what if anything will be done. I was not surprised. Frontier does not do anything other then pacify us with their "yes ma'am and I will make note of this, and we

appreciate your business“, only to find they have no records of my calls nevertheless have any notes on all or any of our phone, WiFi and internet issues.

Please forward my e-mail to those that have the power to help find a solution for the above issues.

I would greatly appreciate any assistance in this frustrating matter.

Debra Boldt
320-684-2471
31306 328th Place
Aitkin, Minnesota 56431

Sent from my iPad

1 JUDGE OXLEY: Let's take it.

2 MS. TERRI KERWIN: Thank you.

3 JUDGE OXLEY: We'll mark it as Exhibit 17.
4 Sandra and Randy Brincefield?

5 MS. SANDRA BRINCEFIELD: Mr. Saville, I want
6 to address your comment your first comment. It sounded
7 like -- you were talking like customer service has
8 talked to me since 2008 when you said, Oh, if you have
9 an issue, if you have this, if you have that, this
10 isn't about customer service or a broken line; this is
11 overall bad connection. There is no fix for it. We've
12 been told that by techs. We've been told that by
13 people on the phone. Of course, then like the lady
14 back here had said earlier, then you get the
15 conflicting reports, it's the guy in the truck's fault,
16 no, it's their fault, or it's your modem, lets send you
17 a modem.

18 I want you to know, though, that the poor
19 service affects people in more ways than just
20 frustration. It's a lot of stress involved. I've lost
21 job opportunities. I'm a public health nurse. I've
22 turned down a job working with Philips TeleHealth
23 working at home because I can't pass the speed test. I
24 still won't. I think it's still worse now, as people
25 have said, more people move into the area.

1 It's an educational problem. I've had eight
2 children raised in my home. We're down to one. He's
3 actually home schooling, but public school requires the
4 kids to have internet service, and I haven't heard it
5 addressed yet tonight. They're kicked off numerous
6 times. Since we live in Taylor's Falls, my sons, who
7 are now adults, went over to McDonald's and hawked off
8 their wifi over there to finish their reports at night.
9 Some of them, they would go to a friend's house in town
10 that had MidContinent, I think it is. Midco won't come
11 and serve us. We don't have an option. They're about
12 1200 feet from us. We're on the wrong side of 95.
13 Thousands of dollars, like someone else said.

14 So I also recently went back to College of
15 St. Scholastica, and luckily, I was able to inform my
16 professors ahead of time on the frequent disconnects
17 because once you log into those tests, you don't go
18 back in without the F. So that was resolved, and I
19 preempted that.

20 The hundreds of dollars that I have sent to
21 T-Mobile for using their service for communication
22 through the years since 2008. We have duct tape on a
23 box I'd like reimbursement for. We called four or five
24 times. The box kept falling apart for years. Out on
25 the highway, the Frontier guys drive by. They don't

1 ever put them back together. I drive to St. Paul every
2 day too, and you can pass all their boxes. They're
3 laying all over. We taped it up finally. We just got
4 tired of the bees making hives in there. It was hard
5 to mow around it.

6 We live next to the, I think you call it the
7 Kahbakong Cemetary on 95 as you head into Taylor's
8 Falls from North Branch. There's how many yards?
9 Yards and yards of above-ground cord that have been
10 there since we moved in in 2008. The boxes are open,
11 the weeds and God knows what else is growing inside the
12 phone boxes. Even if they are abandoned, it's an eye
13 sore, but to my knowledge and what I've been told,
14 those are live telephone lines right there. I used to
15 think that when it rained the lines were getting wet,
16 and I'd call customer service and say, you know, every
17 time it rains you must have a cut in the line. But
18 then I realized it was just overload on the lines and
19 everybody ran in the house. Because when I did go back
20 to school, at 10:00 every night in the summer, everyone
21 was going in too every time it's dark. At 5:00, we had
22 one up, and I think my son sent me a SnapChat while we
23 were out here: .26 down, and that is not wifi. That's
24 plugged in.

25 My bill is 90 something a month. I don't

1 even look anymore. I don't pay it on time because it's
2 like a forced bill that you need it for the little bit
3 you get out of it, but you don't want to pay it. So
4 right now it's 270 bucks. So I'll be forced to pay the
5 180.

6 I asked about dropping the phone line because
7 it didn't work, like this other lady said. If they fix
8 the internet, the phone line doesn't work. So we all
9 have cell phones. We don't even have our phone plugged
10 into it, but I said, you know, maybe if I could save
11 money on it anyway, I'd have the phone line. Oh, yeah,
12 it'll be \$60 a month instead of 90. So then I talked
13 to my husband. We decided to do that. When I called
14 back, it wasn't, after all, going to decrease the bill
15 at all. We were going to stay at 90, with tax. So we
16 didn't make any changes because we don't want the other
17 billing issues that everybody else around us has.

18 We've been told by technicians that we're on
19 the end of the line too. And then the funny thing is,
20 one technician will say you're run out of Taylor's
21 Falls and then the other one will say you're at the end
22 of the line from Almelund. So they can't really make
23 up their mind.

24 I pay for the highest speed possible. There
25 is some rewiring they did on a box. There's two -- I

1 couldn't understand what he meant. There's two lines
2 but it's only one line. And again, any time there is
3 an outage and you call them, then I'm required to take
4 a day off of work because of course the problem has to
5 end up in your house. So there is just no getting
6 around it with them. When I told them no, they
7 pandered their way past my middle school kids and got
8 into the house to try to find something wrong in there.

9 UNIDENTIFIED SPEAKER: And their service
10 windows are 8 a.m. to 4 p.m, is their arrival.
11 Anywhere in between.

12 MS. SANDRA BRINCEFIELD: So with respect, Mr.
13 Saville, one only needs to view any post Frontier makes
14 on Facebook and see the miles and miles of complaints
15 across the country. It's a nationwide issue.

16 We came from Hibbing, up on the Iron Range,
17 and left CenturyLink. I was never so happy when my
18 husband said he'd move to the Cities, although Taylor's
19 Falls is as far south as I could get him. So I could
20 come back home and I could be modern again. I was
21 really shocked that I have dial up speeds or no
22 internet access at my house. CenturyLink was doing a
23 wonderful job in Hibbing, and I'm not really sure how
24 far and how many miles of cable they had to run to get
25 to Hibbing. Thank you.

From: [Jane Brown](#)
To: [Staff, CAO \(PUC\)](#)
Cc: ribrown223@gmail.com
Subject: MPUC Docket Number P407,405/CI-18-122
Date: Wednesday, October 03, 2018 12:20:39 PM

This is a complain about Frontier's telephone customer service. Yesterday, 10/2/18, our Frontier land line quit. I called Frontier Customer Service and had to hold for 26 minutes and then spoke to MaryLou, who took forever and was useless. She told me she could tell that the "break in the line" was not in our house. I explained that the problem was probably related to the two utility trucks .7 mile down the road working on high speed internet lines. She clearly disregarded that information and told me that a technician would be at our house on 10/11. That would be 9 days without phone service!! I told her that was unacceptable by anyone's standards. She said there was nothing that could be done and texted a trouble ticket with that date.

This morning, I called again and somehow got routed to the wrong department, but the gentleman told me that he could see that a technician would be at our house today. Then, I was transferred to the "right" department and was told by an abrupt, almost-rude man (Jimmy) that a tech would be at our house today. No explanation. No interest in hearing what I thought was the problem.

Around 10:00, a Frontier tech truck drove up and a very pleasant young man introduced himself—Jason. He didn't need to come in, just said he was going to start at the box down our long driveway. Shortly he was back to explain that the guys in the two trucks who were working on the new high speed Internet boxes had not reconnected our telephone line yesterday. Problem solved.

There seems to be a disconnect between the "Customer Service" phone reps (in Texas) and the technicians in rural MN. In our experience, Frontier is a poorly managed company. The actual local service people are fine and do a nice job, just probably spread too thin.

Due to poor customer service and slow speed and constant disconnects, we already had dropped our Frontier internet service and now have satellite service. Dropping our Frontier land line is next.

R. Jane Brown
Askov, MN

1 made four calls and to this day no one has returned
2 the calls to tell me whether I can get access and
3 when I should expect it.

4 So I'm a person that actually is kind of
5 hooked into much of the communication network about
6 what's supposed to happen with Frontier and what's
7 supposed to happen with broadband, and it is like a
8 total black hole in terms of information.

9 So, I don't know if -- this is my
10 brother, Dale Burkhardt, also lives in rural Martin
11 County, he has his own story. Do you remember a
12 story, too?

13 MR. DALE BURKHARDT: A little bit.

14 MS. JEAN BURKHARDT: A little bit. So I
15 could yield my time to them, or whatever.

16 JUDGE OXLEY: Mr. Burkhardt, would you
17 like to speak?

18 MR. DALE BURKHARDT: Oh, I think I can.

19 Dale Burkhardt, B-U-R-K-H-A-R-D-T. I
20 live 10 miles northwest of Trimont.

21 Back in the first week of July, we did
22 some tiling. Our tiling guy cut across a county
23 road and a township road. We had -- our tile guy
24 called in, got all the lines marked. We actually
25 had Frontier out there when they were digging. They

1 marked a line and said we think that's abandoned.
2 It wasn't. It was my landline and my Internet.
3 That was the first week of July.

4 July 16th, a guy from Watertown,
5 Minnesota showed up out there because I had called
6 in and said I don't have a landline, I need it
7 fixed. This guy from Watertown showed up on a
8 Saturday. He goes and hooked up his cute little
9 electronic thing and said yep, cut 2,051 feet from
10 your house. I said, yeah, right down there, I can
11 show you where it was. He said, okay, I'll go check
12 it. He went down, came back. He said it's cut, but
13 it's too deep for me to fix. You need a whole new
14 line from your corner a half a mile all the way to
15 your house. Because Algonquin Wind and Xcel Energy
16 put two substations, and my line runs right in
17 between two of them and there is a buzz on my line.
18 I can't even use my answering machine. She said you
19 need a whole new line because you're getting
20 induction from those substations. I said, okay, put
21 an order in. She said, yep, they'll be out here in
22 a week, week and a half.

23 Every week and a half or two weeks I've
24 been calling Frontier. Where are they? Well, the
25 order is in. Well, send another guy out. Nobody

1 shows up. I have been hung up twice on customer
2 service. They said we don't need to talk, we've
3 already got it, thank you for your business.

4 On September -- no, August 25th, I was
5 sitting in my house, right inside my glass -- my
6 sliding glass door. I had an order in. The guy was
7 supposed to be out there that day on the 25th. At
8 8:00 at night I looked on the computer and it said
9 task completed. Jean talked to customer service and
10 they said, yep, the guy was out there, he fixed it,
11 he came up and he put a stick or hung something on
12 your doorknob. I said bull. I was here all day,
13 there is nothing here. He's a liar.

14 Now, on -- or two and a half weeks ago I
15 had a guy come from Texas. A contractor, not
16 Frontier. A contractor. He said, I'm here to check
17 your wire. I said okay. He's west of my house, my
18 line goes east. He goes, I can't find where it's
19 broken. I said, no, you wouldn't, because the line
20 goes east. I said I'll show you exactly where it's
21 at. We went out there and I showed it to him. We
22 went back to my house and he put his cute little
23 monitor on and said the line is cut 2,051 feet out.
24 I said I know that, I just showed you that. So he
25 went out there and he checked everything, he came

1 back and he said, yep, the order is in, they should
2 be here any time. That's two and a half weeks ago.

3 I still don't have a landline. I don't
4 have an Internet. I own a spraying service and in
5 August and September -- or July and August I do
6 spraying. I've been hearing that guys have been
7 trying to get ahold of me to do spraying. No
8 landline. I'm getting a little fed up. Maybe
9 that's why they hung up on me, 'cause I did use some
10 vile language because I am tired of this. I don't
11 understand.

12 That's all I got to say.

13 JUDGE OXLEY: Thank you, Mr. Burkhardt.

14 Mr. Roy Schmidt. Good evening,
15 Mr. Schmidt.

16 MR. ROY SCHMIDT: My name is Roy Schmidt,
17 S-C-H-M-I-D-T.

18 I haven't had Frontier now for four
19 years. And the reason I am here is because the last
20 time I had Frontier, I called in to complain because
21 they had called me two years earlier and promised me
22 high-speed Internet. And, of course, the bill
23 reflected that immediately, that they were going to
24 provide the high-speed Internet. Well, it never
25 changed. So after a year I called them back and I

From: [Rebecca Carson](#)
To: [Staff, CAO \(PUC\)](#)
Subject: Public Comment for Docket 18-122 regarding Frontier Communications
Date: Friday, May 25, 2018 4:29:55 PM

Hello, I would like to submit comments on Frontier Communications in this case:

In the Matter of a Commission Inquiry into the Service Quality, Customer Service, and Billing Practices of Frontier Communications

PUC Docket Number: P407, 405/CI-18-122

Information about me:

(Note to PUC staff--I would be glad to speak with anyone and will share my address and home and cell phone numbers with you, but want to limit what is in a legal document that is shared with the public. Email me and I will respond by phone or email.)

Name: Rebecca Carson

Address: Montgomery, Minnesota

My husband and I have had Frontier Communications phone and internet service since 1989.

Service has always been poor. When we moved to the farm, the company was Vista, and we were actually on a 4-party line.

Later, we got dialup internet and could not get high-speed internet even as late as 2007.

Service has been poor. Several occasions there have been outages in phone service that have lasted 2-3 days, over a weekend. It could be a serious problem if we didn't have cell phones in the case of an emergency, and we have mentioned this to Frontier customer service phone support staff.

We have called in many times to complain about poor line quality, buzzing on the line due to obvious shorts and internet service continuously dropping and having to be restarted (also probably a result of shorts in the lines). Every time the customer service staff warn us that we could be charged if the problem is inside the house, but it has NEVER been inside the house.

Our phone lines are underground and have been in place since 1989, with no upgrades.

I have photos of the highway phone boxes being left open for many months, wires hanging out in all weather, winter and summer.

I feel that we have been overcharged for internet service that is called high-speed internet but is very slow, both download and upload speeds much lower than advertised.

There is no way to get in contact with anyone in the executive offices of Frontier -- You simply cannot locate anyone to lodge a complaint higher up than the phone operators.

I have written info regarding recent phone calls to customer service and would be glad to submit this information but need to send this email now so that it will be included in the

comment period for the puc

Rebecca Carson

Public Utilities Commission
121 7th Place E.
Suite 350
St. Paul, MN 55101



RE: Frontier Complaints
Docket # 18-122

We have been customers of Frontier for many years. We have a landline that doesn't always work especially if we have wet weather and then we have such a loud hum we can't hear the other party we are talking to.

Quite a few years ago, we signed up for what was supposed to be High Speed Internet. We have never had high speed internet and dial up was much faster!! Our internet goes out frequently and usually isn't repaired for 2-3 days. In December, our internet was out for almost 2 weeks. We called the repair line twice and it finally came back on after Christmas. I had to call to request credit for the time we were out otherwise we would have been charged the full fee.


We pay \$39.99 just for the internet each month and with the poor service that is way too much! Frontier should never have offered high-speed internet as they apparently knew they did not have the infrastructure to support it.


Craig & Susan Cole
4906 County Road 13
Littlefork, MN 56653

From: Consumer Affairs Office
To: [Staff, CAO \(PUC\)](#)
Subject: Consumer Complaint/Inquiry Form [#67]
Date: Wednesday, February 28, 2018 11:56:24 AM

Name * Serenity Cox

Business Name Green Isle Community School

Mailing Address *  190 McGrann St PO Box 277
Green Isle, Minnesota 55338
United States

Service Address  190 McGrann St PO Box 277
Green Isle, Minnesota 55338
United States

Home Phone Number (507) 326-7144

Work Phone Number (507) 326-7144

Email Address Serenity.cox@greenislecommunityschool.org

Name of Electric, Gas, or Telephone Company * Frontier Communications

What type of utility company is your complaint about? * Landline telephone

Have you contacted another agency or organization about this issue? * No

Have you contacted the electric, gas, or telephone company? * Yes

Person Contacted at Electric, Gas, or Telephone Company Several

Write details about your concern, the steps you have taken to try and fix the problem, the company's reponse, and the action you would like the utility company to take. *

In August we changed phone providers as we found a more efficient and cost effective company to work with. Since we are a very small school, cost is always a huge factor. We did not have a contact with Frontier in our files.

In October we received a bill for \$4,300. When called they stated that this was early termination fee from our contract. In November and December the financial officer for the school was investigating the bill and determined that neither we, nor Frontier had a copy of the contract that was supposedly broken. In January the Director of the school called and opened a claim with Frontier. In the claim we requested a copy of the written contract signed by the school. Although Frontier states they could not find a contract on file, they denied the claim stating that we are still responsible for the \$4,300.

State law requires your signature in order for us to contact the utility company about your complaint. The information I have given is true and Serenity Cox

accurate to the best of my knowledge
and may be used as state on this
form. If you do not sign this form, we
will return it to you.
Your Signature: *

1 they would like to speak who have not had an
2 opportunity to speak so they will go first. And
3 then I'll ask anybody who has a further thought,
4 even if you didn't sign up, I'll give you a chance
5 to speak. So that's the program.

6 We'll start again at 3:45.

7 One more thing. If you can get -- if
8 you'd like to read a copy of my report, it's
9 available on the Commission's website. If you have
10 problems with Internet access and can't get it that
11 way, there's a sign-up sheet on that desk and we'll
12 mail you a copy of it.

13 Thank you.

14 (Break taken from 3:28 to 3:46.)

15 JUDGE OXLEY: So we're ready to resume.

16 We're back on the record again.

17 The next person to speak is Sharon
18 Danley.

19 MS. SHARON DANLEY: Danley. That's all
20 right, I scribbled.

21 Good afternoon, Judge.

22 JUDGE OXLEY: Good afternoon.

23 MS. SHARON DANLEY: Thank you for taking
24 the time to talk to us and listen to our concerns.

25 Sharon Danley, D-A-N-L-E-Y.

1 And we've been long-time customers of
2 Frontier, probably about 25 years. Really didn't
3 have any issues until Vantage came to town, but
4 because we're Charter customers for cable and we
5 were thrilled that we had some other option because
6 Charter is a fortune. And so we checked into
7 Vantage and we had them come out and we were told
8 that we could keep our landline as is and just have
9 the Internet and cable through Vantage.

10 JUDGE OXLEY: And you live in?

11 MS. SHARON DANLEY: Oh, I live in
12 Lakeville. Sorry. Not too far from here.

13 And so we had them install it. We were
14 told there was not going to be any installation
15 fees. We went to the local office on Cedar and did
16 everything through them. They came out, they put it
17 in. A day or two later we found out the phone
18 wasn't working because they had switched it to the
19 voice over IP, or DSL, or whatever it was, through
20 the Internet they did. They disconnected the
21 landline. And we found that out because my husband
22 turns the Internet off every night so he turns all
23 the power off downstairs, and our daughter was
24 trying to call us and she couldn't get ahold of us.
25 We had a cell phone and she ended up calling that.

1 That's when the nightmare started of trying to get
2 them to switch our phone back to the landline,
3 because that's what we wanted, we didn't want it
4 through this other thing.

5 In trying to get somebody in customer
6 service, it was awful. They couldn't understand
7 what we were trying to tell them. They didn't know
8 anything. They transferred me here, they
9 transferred me there. I couldn't get ahold of
10 them -- you know, I work at a school and so I tried
11 to call after work. I can't get ahold of anybody
12 and so then I'm calling during work. I was on the
13 phone for an hour at times, an hour and a half one
14 time. It was just crazy. It took about a month to
15 get that all straightened out.

16 JUDGE OXLEY: So to make sure I
17 understand, you originally had telephone service
18 from Frontier through a landline?

19 MS. SHARON DANLEY: Correct.

20 JUDGE OXLEY: You attempted to go to
21 Vantage.

22 MS. SHARON DANLEY: Vantage.

23 JUDGE OXLEY: That service didn't work.

24 MS. SHARON DANLEY: Correct.

25 JUDGE OXLEY: You wanted to return to

1 your landline service from Frontier.

2 MS. SHARON DANLEY: We wanted just the
3 Internet and cable through Vantage and to keep the
4 landline. Because we power everything off overnight
5 and then the phone doesn't work.

6 So it took about a month to get them to
7 figure this all out. And then they charged \$357 for
8 installation so I had to try to get that reversed.
9 And then I was trying to tell them that I paid a
10 Vantage bill of \$89, which was supposed to include
11 my phone as well, but I still was paying the
12 Frontier phone bill. And I couldn't get them to
13 credit me for the Frontier because that wasn't even
14 working.

15 Do you understand that?

16 JUDGE OXLEY: I'm not -- I don't think I
17 do.

18 MS. SHARON DANLEY: So the package deal
19 with Vantage was the phone with the Internet and the
20 cable, but they said that the phone would be
21 still the landline and that would be included in
22 that \$89. And then in the meantime we still had the
23 separate Frontier bill for phone. Okay?

24 JUDGE OXLEY: Okay. So you were getting
25 two bills.

1 MS. SHARON DANLEY: Two bills. And then
2 the landline wasn't even working because they
3 disconnected it. So I was trying to get them to
4 credit me for that. And I still don't think I ever
5 got the full credit for it. But they just went
6 round and round. So we finally got everything
7 straightened out. We returned all the equipment to
8 Vantage, we went back to Charter, it just wasn't
9 worth it. My husband said forget it, this customer
10 service, we weren't going to worry about that down
11 the road and have the same issues because there was
12 no customer service. It just was terrible, you
13 know. So I've got bills and stuff here.

14 And then everything was fine until now
15 recently, besides bills keep going up, maybe I've
16 got to check into those tax things like other people
17 were talking about, but this last two months I've
18 been charged for three-way calling and I don't know
19 why. So I call them up and I told them I didn't do
20 no three-way call, I don't even know how to do the
21 three-way call. And so they fixed it the first time
22 and then it just happened that this last Friday I
23 got an email saying my bill was overdue, and I'm
24 thinking how can it be overdue, I paid it online.
25 So I went and double-checked, yes, I did, I paid it

1 online on time. I called and couldn't get any
2 customer service. I think it was like I was
3 thirtieth on the queue. So I tried the chat thing
4 online, and that was even like fourteenth. So I
5 said, oh, forget it. And that was on Saturday. So
6 Monday I called after work and I was able to get
7 ahold of somebody and said I don't understand why my
8 bill is overdue and he said it's not overdue, it
9 looks fine to me. I go, then why is it \$60? And he
10 goes, oh, that's because you have three-way calling
11 added. I don't have three-way calling. I don't
12 understand, this is the second time this has
13 happened. And he said, well, didn't they block it
14 the last time you called about it? I said no, they
15 didn't say anything about it. So he went and
16 checked through it and everything and he blocked it.

17 I says, now, we do star 82 to unblock our
18 number, because we have a blocked number, I go, is
19 that doing something, is that changed? He says, no,
20 three-way call happens when you think somebody has
21 hung up and they haven't hung up and you go to make
22 another call. So you don't even put a code in. And
23 that's crazy. I goes, well, that's stupid. So I
24 guess that's why he wanted to have it blocked, so
25 that it doesn't happen. It sounds like it's just a

1 glitch in their system.

2 But that's our experience. It's just
3 very, very poor customer service. You know, trying
4 to get ahold of people that know what they're doing.
5 I asked to talk to supervisors, I asked to talk to
6 managers. I tried to contact the corporate office.
7 I even tried to go to the building in Burnsville off
8 of Burnhaven Drive. You can't even get into that
9 building to talk to somebody. It's like, okay, you
10 couldn't even get into the building to talk to
11 anybody.

12 So that's my experience. And that was a
13 month -- that was a year and a half ago, that was
14 the Vantage, when it was fairly new to Lakeville.

15 JUDGE OXLEY: Thank you for your
16 testimony, Ms. Danley.

17 MS. SHARON DANLEY: Do you want these at
18 all?

19 JUDGE OXLEY: We'd be happy to mark it.

20 MS. SHARON DANLEY: That's up to you.

21 JUDGE OXLEY: So we'll mark it as
22 Exhibit 34.

23 MS. SHARON DANLEY: Thank you for your
24 time.

25 JUDGE OXLEY: Richard Orndorff.

From: [Dietz, Diane \(COMM\)](#)
To: [Staff, CAO \(PUC\)](#)
Cc: [Rebholz, Michelle \(PUC\)](#); [Doyle, Greg \(COMM\)](#)
Subject: FW: complaint of Frontier
Date: Monday, September 10, 2018 1:14:49 PM

Hi:

Would you please e-file this as a public comment in Frontier Docket 18-122? Thanks much.

Diane Dietz
Public Utilities Analyst
Minnesota Department of Commerce, Telecommunications
85 - 7th Place East, Suite 280, St. Paul, MN 55101-2198
(651) 539-1876

From: Dan Darbo <ddarbo@isd2711.org>
Sent: Friday, September 07, 2018 9:55 AM
To: Dietz, Diane (COMM) <diane.dietz@state.mn.us>; R. Burich at City of Hoyt Lakes <rburich@hoytlakes.com>
Subject: complaint of Frontier

My name is Dan Darbo. I am the manager of the Golf Course Clubhouse which entails Food, Beverage, golfing Services, and numerous items and goods for sale. We had a phone and internet through Frontier to enable us to use credit cards for purchasing goods and services.

Throughout the last several years, the phone and the internet have had to many outages to mention. Over the last several years, we have had to turn a lot of business away because the credit card (internet) wasn't working.

This past year was horrific. In June I lost the phone service and the internet. I called Frontier (which actually took 2 days to get through to talk to some one, and I told them the problem, and their response was they have it on a list and would be able to get their and fix it in 25 days!! A city worker and myself found another modem and worked on the system for 3 days and we got it working. The Frontier person did come in 25 days and replaced the modem and got everything going. 2 weeks later the same problem happened. I had no phone and no credit card service. I again called in the problem, and again I was told it would be close to 30 days before they could fix it. Can you imagine trying to run a business without a phone and credit card.

That was the last straw. I had to do something to be able to run the business. I called Hughes network, and they were there in 2 days and installed a new phone service and a new internet service. Frontier did come in 30 days and I told them to pull everything and we couldn't operate like this anymore.

I have never seen a company with such low and terrible customer service. Get this, in the last several years the 2 men that worked for Frontier to fix problems lived in Hoyt Lakes which is 1 mile away from the Golf Course. The other thing is that you could never get ahold of anyone when you called them--you would be put on hold for hours and hours.

If you need to talk to me my number is 218-750-0495

1 we'll get it back to you.

2 Thank you for your testimony,
3 Mr. Tolzman.

4 Mr. Mark Doffing. Welcome, Mr. Doffing.

5 MR. MARK DOFFING: Thank you.

6 My name is Mark Doffing, M-A-R-K,
7 D-O-F-F-I-N-G, that's my last name.

8 Good afternoon. I'm the president of
9 Local 7270, Communication Workers of America in
10 Minnesota. I have been a technician for over 40
11 years. I am speaking today as a representative of
12 over 100 CWA members, working technicians in call
13 centers for Frontier in the southern Minnesota area.

14 I want to thank the Minnesota Public
15 Utilities Commission for calling these hearings to
16 address the very real service problems that Frontier
17 customers are experiencing.

18 Our members are on the front line working
19 with customers every day. They see the problems
20 that customers experience firsthand. They have
21 witnessed the changes in business practices and
22 understaffing what are the underlying cause of these
23 problems. Simply put, Frontier has not invested
24 sufficiently in the network -- excuse me -- in the
25 network in Minnesota and in the level of workforce

1 necessary to provide quality service.

2 For Minnesota customers, Frontier's lack
3 of investment has led to deteriorating plant that is
4 increasingly difficult for our technicians to
5 maintain. As a result, our technicians are forced
6 to jury-rig quick fixes because Frontier won't
7 repair or replace the damaged cables, poles,
8 cabinets, other network infrastructure to ensure
9 that customers receive the reliable, high-quality
10 phone and Internet service that they are paying for.

11 Ironically, by refusing to spend the
12 money to repair or replace aging infrastructure,
13 Frontier creates more work, forcing technicians to
14 put Band-Aids on issues that they know will need to
15 be addressed again soon.

16 Let me give an example, an example with
17 many real-world instances in the Commission's
18 record. A customer calls in with static on the line
19 or no service at all. Our technicians discover that
20 the problem is damaged cable that has taken on water
21 causing a static or out-of-service condition. The
22 real solution is to replace the cable, but Frontier
23 refuses to approve this expenditure.

24 JUDGE OXLEY: Mr. Doffing, I think the
25 microphone has drifted away from you.

1 MR. MARK DOFFING: I'm sorry. I'm not
2 accustomed to doing this.

3 JUDGE OXLEY: You're doing great.

4 MR. MARK DOFFING: My bosses are here,
5 too, so.

6 JUDGE OXLEY: That's the one good thing
7 about my job.

8 UNIDENTIFIED: Yours seems to be better.

9 JUDGE OXLEY: My microphone is better?

10 MR. MARK DOFFING: Is this better?

11 JUDGE OXLEY: Sounds good to me. Okay
12 out there?

13 MR. MARK DOFFING: The real solution is
14 to replace the cable, but Frontier refuses to
15 approve this expenditure. Instead, our technicians,
16 who want to help the customers, come up with
17 Band-Aid solutions. They might transfer the
18 customer to clear cable further down where the water
19 damage hasn't reached yet, and they know this is
20 only a short-term solution, that the water will
21 eventually reach the connection and another fix will
22 be required. Or they might use service wires to
23 bypass the damaged cable service wires that are not
24 protected from the elements the way the cable is,
25 more prone to damage from weather and animal bites

1 and so on. When the wire deteriorates, the
2 technicians will be called out again to restore
3 service.

4 Let me give one particularly egregious
5 long-running example. We have a situation on
6 Redwood Avenue in Apple Valley that has been going
7 on for the last decade. Technicians have been
8 running wires from pole to pole, stretching further
9 and further over time. This has circumvented this
10 bad cable from Frontier replacing for a decade or
11 possibly even more. I have personally worked on
12 this particular situation.

13 In the Lakeville area, this is not the
14 shortage of technicians, especially those working in
15 the central office responding to issues. In the
16 more rural areas of southern Minnesota, two outside
17 technicians are now doing the job that used to be
18 done by eight. That's one central office tech for
19 the main central office down there and then one
20 outside tech for the whole town of Fairmont. We
21 have put in some contractors as a safety net just to
22 help get service to people, but we're looking for
23 CWA members, we're looking for front line employees
24 to replace those positions.

25 Our technicians now have to multitask at

1 various points doing the job of business
2 technicians, residential technicians, central office
3 technicians and cable splicers. What this means is
4 a lot of these jobs, we used to be separated, we
5 have specialties, you know, cable, I&R, now we're
6 being asked to kind of be a jack of all trades.

7 As a result of such low staffing levels,
8 responding to trouble tickets gets pushed out as
9 overworked technicians struggle to meet their repair
10 schedules. It also means that when a technician is
11 off the job there is no one there to do the work.
12 This all results in customers waiting many days for
13 repairs. It is common for our techs to see trouble
14 tickets left unresolved for days or weeks.

15 For instance, a customer recently felt
16 compelled to come in person to a local Frontier
17 central office in Minnesota because his 90-year-old
18 mother had been without phone service for a week.
19 This is simply unacceptable. Our technicians know
20 that preserving our jobs means strengthening
21 Frontier's business. We know that Frontier's
22 business depends on investing in the resources
23 necessary to provide quality service.

24 Frontier's lack of investment in the area
25 is a frustration for customers who receive poor

1 service. It's also a frustration for our members.
2 CWA technicians want to be in a position to provide
3 great service and keep customers satisfied. There
4 are solutions to these problems.

5 We look to the Commission and the
6 Department of Commerce to ensure that Frontier will
7 do what is right for the customers and the
8 communities in this great state.

9 Thank you.

10 JUDGE OXLEY: Thank you, Mr. Doffing.
11 Would you wish to submit your statement into the
12 record?

13 MR. MARK DOFFING: Yep. I can give you
14 that.

15 JUDGE OXLEY: So we'll mark it
16 Exhibit 29. Thank you.

17 MR. MARK DOFFING: Thank you.

18 JUDGE OXLEY: So Ms. Gail Stenquist
19 indicated with a question mark. So I take that as a
20 lack of certainty around whether you'd like to
21 speak. So you can wait until later, if you'd like.

22 MS. GAIL STENQUIST: Could I? I would
23 prefer to wait.

24 JUDGE OXLEY: I'll come back to you,
25 then. And if I don't, remind me.

1 lots of grass and lots of trees and not a next-door
2 neighbor to run to when your phone is out. You've
3 got to get in the car and drive maybe a mile, mile
4 and a half.

5 And local service, I have none. They
6 used to call me and say are you happy with your
7 service. I'd said, yeah, if I could call a gas
8 station, a church, anyplace, I can call three
9 people, that's it. So I have to pay extra for
10 unlimited long-distance so my bill goes up again.

11 I was in the same situation after I had
12 this TracFone. I thought, hmm, this is not so bad,
13 I kind of like this. And I called and asked about,
14 you know, if I cancelled my local. Well, then my
15 Internet would go up. And it would probably come up
16 to where I wouldn't save anything. I said, okay,
17 thank you, hung up.

18 Thank you. I hope you get more people up
19 here to fix the phones.

20 JUDGE OXLEY: Thank you, Ms. Baron.

21 Richard Dreger.

22 MR. RICHARD DREGER: Yes.

23 JUDGE OXLEY: Mr. Dreger, I've not been
24 good at asking people to state and then spell their
25 names.

1 MR. RICHARD DREGER: R-I-C-H-A-R-D, last
2 name Dreger, D-R-E-G-E-R.

3 In listening to these stories here, my
4 story is very similar. Last October 21st, I woke
5 up, it was a day like today. No bad weather, no
6 hurricanes, no wind storm, no mosquitos, nothing,
7 and the phone wasn't working. So I get in my car,
8 drive a mile and a half away from my house to use my
9 cell phone. My cell phone does not work at my
10 residence, otherwise there would be no problem with
11 Frontier. So it took probably 45 minutes to phone
12 in the service call. I thought why is this taking
13 so long, I'm on hold and on hold. So I said -- is
14 that me or this?

15 JUDGE OXLEY: I think it's a combination
16 of you and the microphone. I think when you're
17 touching it that it hits your shirt.

18 MR. RICHARD DREGER: It's not touching my
19 shirt.

20 JUDGE OXLEY: It's not.

21 MR. RICHARD DREGER: I actually don't
22 need this.

23 I go to the 21st, they said they would
24 have somebody out there by the 28th. I said, excuse
25 me, I said, I live way the hell out in the woods, I

1 live alone and I'm disabled, and if I go down out in
2 the yard it would be like a crappie flailing around
3 in the grass. I need help to get up. And I wear my
4 phone on a lanyard around my neck when I'm at home.
5 And my cell, like I say, doesn't work. So, oh,
6 well, we'll see if we can't expedite this. I said I
7 also have a medical priority. I had to sign a
8 thing, get a thing signed by my doctor putting me up
9 for that 'cause I need the phone so I don't gag in
10 the woods. So it still lasted until the 28th that I
11 was out of a phone, a week. I had talked to them, I
12 said, you know, I think I should be compensated for
13 the lack of service. You know, I pay for 24/7 on
14 service, you should provide it 24/7, not miss a week
15 here.

16 The other thing is the technician guy who
17 come out on the 28th did an excellent job. And I
18 got talking with him and I said where are you from?
19 I live in Sturgeon Lake, and he says I'm from Two
20 Harbors. He drives two hours every day to come down
21 to this area to work. I said what's that all about?
22 He said, well, we've had some retirements and the
23 company has chose not to replace them. So that's
24 the reason for the shortage of that. But I have
25 since formed some of my own opinions about this.

1 So I had another incident here this
2 spring, same similar situation. But I think this is
3 largely due to the fact that they have a monopoly.
4 There is no answer. They don't give a damn about
5 what the customer thinks or what kind of service
6 they get. It's just tough bananas. And if you
7 don't like it, go someplace else. Well, there is no
8 place else to go or I'd be leading the charge.
9 We're one cell tower away in my area, I think a lot
10 of people would be jumping ship, but it's a hell of
11 a way to run a company, is all I got to say.

12 And that's it.

13 JUDGE OXLEY: Thank you for your
14 statement, Mr. Dreger.

15 MR. RICHARD DREGER: Oh, I had one more
16 thing.

17 In the event that you find that the phone
18 company is responsible for some lack of whatever,
19 what consequences are they going to be held to, or
20 could they be held to, or will it be a slap on the
21 hand and take us to the hockey game like always?

22 JUDGE OXLEY: You know, I'm struggling
23 with how to answer that question because I'm at the
24 very beginning of this set of hearings, and I'm
25 taking evidence in, and as I do that, I like to have

1 an opportunity to consider what it is, what I've
2 heard, and come to conclusions based on everything
3 I've heard. And I don't mean to misinterpret your
4 question, but you're kind of asking me to forecast
5 when I've got just a little bit of information and
6 it's something I don't feel qualified to do.

7 MR. RICHARD DREGER: Well, I'll reask the
8 question. If one-tenth of one percent of what these
9 people are talking about here is true and is found
10 to be, you know, consistent with the general others,
11 I'm sure you're not getting big thank yous at these
12 other hearings that you're having, it's not like
13 what a wonderful company Frontier is.

14 JUDGE OXLEY: So the Commission
15 authorizes Frontier Communications to provide
16 telephone services in this area. So Frontier's
17 service territory is granted by the Commission. The
18 Commission has the authority to take action against
19 Frontier's license to serve, if you will. Frontier
20 has entered into what's called an Alternative Form
21 of Regulation, an AFOR agreement, and that imposes
22 certain quality standards that it needs to meet,
23 including the time to restore a phone that's out of
24 service, how long you're on hold after you've made
25 the last option in a phone tree, is the billing

1 accurate. So those are the kinds of detailed
2 questions that the Commission needs to get into in
3 order to make an assessment of whether there have
4 been violations of Frontier's AFOR conditions. And
5 depending upon the gravity and extent of those
6 violations, the Commission might impose fines or
7 take other discipline against the action, or go,
8 hey, look, Frontier, you need to show cause why you
9 should be allowed to continue to serve.

10 And that's all hypothetical, I'm just
11 saying what possibly could happen. I'm in no way
12 saying I think that's likely to happen. Is that
13 responsive to your concern?

14 MR. RICHARD DREGER: Yeah, a little bit.
15 You know, it just doesn't seem like, you know, the
16 way things go, you know, the big guys at the phone
17 company, the little guy sitting here in these chairs
18 and most of the senior people, you know, but --

19 JUDGE OXLEY: I think it's great that you
20 said that and put that on the record and that's
21 something that goes to the Commission for its
22 consideration.

23 MR. RICHARD DREGER: Well, I hope that
24 something can be done about it. Because it's not
25 that big of a deal. It's called service. Take care

1 of the customer.

2 JUDGE OXLEY: And I'm also going to let
3 the people I introduced at the beginning have a say
4 at about 20 minutes after 7:00. I'm going to let
5 each of those folks that I introduced to you comment
6 on what's been discussed to that point. So they may
7 have more to add to what I've just said.

8 MR. RICHARD DREGER: Thank you, sir.

9 JUDGE OXLEY: Mr. Kevin Turnock.

10 MR. KEVIN TURNOCK: You can keep that
11 microphone. I've been around equipment all my life.
12 Besides, this thing only works slightly.

13 JUDGE OXLEY: Mr. Turnock, could I ask
14 you to state and spell your name?

15 MR. KEVIN TURNOCK: Kevin Turnock,
16 K-E-V-I-N, T-U-R-N-O-C-K, just like the Judge
17 pronounced it. Thank you, sir.

18 JUDGE OXLEY: I got one.

19 MR. KEVIN TURNOCK: All right. I just
20 talk loud, I get asked to quiet down all the time.

21 So this couldn't have fallen at a better
22 time. I just got off the phone with Frontier's
23 customer service yesterday, the second time since
24 the 24th of August.

25 The 24th of August, I'm at work,

From: ejyoder
To: Staff, CAO (PUC)
Subject: Frontier complaints
Date: Sunday, February 25, 2018 8:44:06 PM

Our internet with frontier in the last year (2015-2016) we had it was very horrible. We had very little or no internet at all. We would call in to customer service and try to get it fixed but nothing helped. They said there was nothing they could do because we were in a high usage area and in a few years they would upgrade but couldn't give us a date of when it was going to be fixed. We have 3 kids that needed to use the internet for homework and with little or no internet it was very difficult for them to get that done.

The phone contract they put us on was expired for over 5 years ago. When we wanted to change our phone plan they said we had to pay \$100 because of the contract we were on. I told them it had expired 5 years ago and we were not under a contract anymore. I also said that nobody sent a paper out to us to sign and no one called us to ask us if we wanted to be under a new contract.

Troy and Dixie Duerksen

Sent from my Verizon, Samsung Galaxy smartphone

From: Laura Dunphy
To: Staff, CAO (PUC)
Subject: Docket #18-122 Frontier
Date: Monday, February 26, 2018 1:03:38 PM

I saw information on Facebook that customers of Frontier can leave comments about Frontier's service and billing practices. My name is Laura Dunphy and I have been a customer of Frontier for over 35 years and have had "so called high speed internet" for at least 10 of those years. Our speed generally runs about a 1 to a 1.4. Our telephone works only part of the time. We had Frontier Security which we paid \$4.99 a month and was never activated. They will only refund 2 months on a product we paid 2 years for and never used.

We pay around \$45.00 a month for a speed of 1 while our neighbor pays the same for a 6. Our telephone line has been in the ground for over 35 years. When it rains, we lose phone and Internet, when the ground thaws, we lose internet and telephone, when the ground freezes, we lose internet and telephone. We know as the customer that the underground cable has deteriorated, but Frontier will not replace.

When the technician comes to our house, we know it is like putting a band aid on a severed artery. They walk through my house with their dirty shoes and show up any time of night or day. However, after waiting over a week for a repairman, we are just happy someone has shown up.

Please do something about this company. Thank you.

Laura Dunphy

Sent from my iPad

1 MS. DIANE EATON: Hi. My name is Diane
2 Eaton, E-A-T-O-N. And I have talked to the Attorney
3 General's Office, the FCC, and Consumer Protection
4 Agency.

5 We had Frontier, and the service got so bad
6 we switched to Midco. Then we sold our house and we
7 built in Elevate Estates, which is Kennedy Estates --
8 Elevate Cove, Kennedy Estates right here off of 22. We
9 were promised Midco would come through. They do not.
10 We moved on December 6.

11 My husband has memory problems, cannot
12 remember how to use the cell phone. The only phone
13 number he remembers is our phone number, cannot retain
14 a new phone number, okay?

15 So my point is this, when technology came in,
16 us old folks got left in the wind. People who don't
17 know how to use cell phones can't retain that. People
18 who are vulnerable adults cannot retain that. They
19 need help.

20 We had the fire alarm go off last night. I
21 looked at my husband and said, I guess you should get
22 in the truck and run down to the fire department.
23 Maybe they'll come up here and put the ashes out, you
24 know. It's fine when I'm there because I have a cell
25 phone. But he's home alone.

1 I have talked to Frontier. They said they
2 won't come in. Midco is one house away from me and
3 they won't come in. I said run the cord over the
4 ground, and they won't do it.

5 This is a very dangerous situation for us.
6 It's a dangerous situation for any elderly people who
7 are building in an elderly community up there. People
8 should not give up landlines. I read online in my
9 research about how AARP is telling people, senior
10 citizens should not give up your landlines because if
11 you have to make a 911 call, it takes too long for it
12 to go through all the channels on a cell phone to get
13 to the right person to get you help. If you're having
14 a heart attack, they won't make it there on time. So
15 they highly recommend you keep a landline.

16 We asked the builder, Where is our landline,
17 when we were building the house. He said, You don't
18 need it. You guys have internet. Plug your phone into
19 the internet. Guess what? We don't have internet. We
20 put HughesNet in for a little while. I paid 69 dollars
21 and 4 cents a month. That was a joke. I finally quit
22 them and now I'm running off of a hot spot and
23 something called smart phone -- is it smart phone?
24 It's through Walmart. It's not TracFone. It's Select
25 Talk. Straight Talk. Okay, so that cured my problem

1 for now. But, like I said, that's still another one we
2 have to dial. The first three numbers to the phone
3 number. I'm guessing it's going to be the same problem
4 they have with cell phones to get somebody there fast.
5 It's not going to happen.

6 Last night, 11:00, our fire alarm went off.
7 It was a good thing we were both home. But it's, like,
8 what's going on? We've had a lot of electrical
9 problems in that house since we moved in, and I really
10 hate to see it. But it's scary, and we need to get
11 somebody in there. Frontier says, Oh, we can't do your
12 internet but we can put your phone in. Well, you know
13 what? Most -- what are you going to charge me to put
14 in wires because they aren't there? They aren't even
15 on the road. They don't put them on the road anymore
16 when you're building a new house in a new housing
17 project.

18 So this is the third house we've built in our
19 life, and the first time we've ever had to beg for
20 basic utilities. This is not right. This is not
21 right.

22 I've talked to Lori Swanson's office. I've
23 talked to Joy Ellison, and I've talked to the FCC.
24 I've got letters going out all over going out on this.
25 And I've talked to the builder. I've talked to the

1 city council here. And we need to see something done.
2 There's going to be a lot more elderly people moving
3 out there because that's what it is; it's an elderly
4 community, basically.

5 JUDGE OXLEY: Thank you, Ms. Eaton.

6 MS. DIANE EATON: We need a solution.

7 JUDGE OXLEY: So on the sign-in sheets, the
8 first person indicated they might to want to testify,
9 that person -- I'm going to mispronounce a lot of names
10 so please forgive me in advance. Danette Puglase?

11 MS. DANETTE PUGLASE: I might wait.

12 JUDGE OXLEY: You don't want to testify right
13 now?

14 MS. DANETTE PUGLASE: Not right now.

15 JUDGE OXLEY: Okay. Dan Babbitt.

16 MR. DAN BABBITT: Yep. My name is Dan
17 Babbitt, B-A-B-B-I-T-T. I live here in Wyoming on Glen
18 Oak Drive. And we have -- this is about internet.

19 I've got a lot of similar issues about the
20 internet being really slow. I actually did the speed
21 test a couple times, and online you can do the -- where
22 you talk to somebody through the chat, and I asked how
23 much -- how far it was supposed to be. She responded.
24 They said, Well, I'm only getting X. I can't remember
25 the numbers. She said, Well, that's okay, you're

From: Nancy Fiebelkorn
To: [Staff, CAO \(PUC\)](mailto:njfielkorn@gmail.com)
Subject: Fwd: Frontier complaints by customers
Date: Wednesday, September 12, 2018 6:23:22 AM

----- Forwarded message ----- consumer.puc@state.mn.us.
From: **Nancy Fiebelkorn** <njfielkorn@gmail.com>
Date: Wed, Sep 12, 2018 at 5:32 AM
Subject: Frontier complaints by customers
To: consumer.puc@state.mn.us.

I am writing to comment on the ongoing investigation into Frontier Communications. MPUC Docket Number P407,405/CI-18-122

It has been an ongoing, infuriating, situation for the last six years with Frontier Communications.

The only bright point is, many of their employees are very nice, and are working for a company that is aware of their own shortcomings and don;t care, but the put their people out there to fail because of it.

Having spent hours on the phone with no resolution, and not calling back when we get cut off , while waiting for an answer, is so common that it is laughable. The customer service is ridiculous, but this is not the employees fault.

Our internet works about 2/3's of the time. Although we never complained about the speed, they insured us that if we upgraded, things would improve. So we did, got a new modem, and our service is the same. My tablet and ipod don;t work most of the time, and speaking just a few days ago with someone (Vanessa), I was told that most of our devices don't work with our upgrade, just 2G. No one has ever mentioned that before. Why did we upgrade?

Frontier is our only internet choice, and they have virtually no competition here. They don't care.

Billing is so confusing, and that is how they like it. They made so many errors when I bundled with dish, I had to discontinue that..

My most recent discussion was just a few days ago. I asked what the extra \$7.00 charge was on my bill. The gentleman said that it was a late charge, He said it was paid the morning of the 16th of August and it was due on the 15th. I did not have my computer in front of me, but I assured him that I paid it on time. He had taken a \$9.00 charge off from the month before, because I told him I didn;t pay the bill on time because of a dispute that was unresolved. HE DID NOT TAKE THE \$7.00 CHARGE OFF.

I went online and checked my website. It states that the bill was paid on the 15th.. Now I have to make another call to get this taken off before I pay my bill.

By charging us extra to pay our bill by phone, and.charging late fees regularly, they are trying to force us to use autopay., which is to their advantage, with them making so many errors in their favor.

My account # is 3206925911 091514-2
Nancy Fiebelkorn
218-831-7382

From: [Gibeau, John D](#)
To: [Staff, CAO \(PUC\)](#)
Subject: MPUC Docket No. P407, 405/CI-18-122
Date: Monday, October 01, 2018 11:40:25 AM

PLEASE ENTER THESE PHOTOS FOR THE PUC MEETING IN SLAYTON, MN REGARDING FRONTIER COMM.

THANK YOU,

JOHN GIBEAU

THESE PHOTOS ARE OF AREAS IN CEYLON WHERE FRONTIER REPAIR WORK AND LINE BURIAL WERE NOT COMPLETED.

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FRONTIER



OPEN AND EXPOSED UTILITY BOX

FRONTIER



EXPOSED LINE ABOVE GROUND ON POLE...

FRONTIER



LIVE WIRES ACROSS THE GROUND

FRONTIER

TELEPHONE POLE???



FRONTIER

TELEPHONE POLE???

FRONTIER



LIVE WIRE LAID ACROSS THE GROUND MERE FEET FROM A COLLAPSED BASEMENT

1 do it? Yeah. So that's all I've got to say about
2 that.

3 JUDGE OXLEY: Thank you for your
4 statement, Mr. Gass.

5 So I'm going to blow this one, too.
6 John Gilking?

7 MR. JOHN GIBEAU: Gibeau. But close.

8 JUDGE OXLEY: Boy, yeah, I like the way
9 you score.

10 MR. JOHN GIBEAU: Gibeau, G-I-B-E-A-U.
11 I'm from the city of Ceylon, the birthplace of
12 Walter Mondale. It's about 17 miles southwest of
13 Fairmont, Minnesota. I'm on the city council in
14 Ceylon.

15 Our problem with Frontier probably goes
16 back five or six years. As a city, we've had a
17 situation where wire has been laid by Frontier on
18 the ground and it's been on the ground for over
19 three years. We've made at least two dozen calls
20 and emails to management. The wire is still laid
21 across the ground. Three wires, actually, in one
22 section, for probably 200 yards. Wires tied to
23 trees in lieu of poles, ran across the street to
24 another tree. Now it's staked up across the
25 sidewalk.

1 I have spent the last year and a half
2 trolling Frontier on Frontier, or on Facebook,
3 trying to prompt them -- because that's where we're
4 at. It's making us worse human beings, that's what
5 we've resorted to by their lack of customer service.

6 And I can't speak for everyone here, but
7 I live in rural Minnesota, and for those of you who
8 are around, what did the interstate do to your town
9 if you were close to an interstate? It nearly wiped
10 it out. Not having Internet that works and works
11 properly and provides a service that we need to be
12 competitive in the world is going to destroy rural
13 Minnesota. And that's where we're at in Ceylon.

14 Frontier takes -- I think they prey on
15 the fact that we don't have a lot of competition,
16 which disappoints me more. When I've reached out to
17 management, it's the same thing, well, send me a
18 list of the places that are troubled. Listen, dude,
19 I don't got that much time. And, you know, why is
20 it my job to sort out where your stuff is so
21 terrible. I want management, and I've asked and
22 they've complied now and agreed to come out and
23 actually meet and we will show them exactly where
24 the trouble is. I mean, I'm not in the telephone or
25 Internet business, but if I drive by and I see one

1 of my cables tied to a tree, you know, I think
2 that's a problem. And it's hazardous.

3 I'm no genius, I'm a politician, but I'm
4 so disappointed in Frontier's service. I cancelled
5 Frontier in February because I was on a plan where I
6 was paying about \$80, \$85 a month, it was supposed
7 to be 26 megs, I was lucky to get 12, if I ever got
8 it. Usually it was 7 and then it would cut out
9 eight, 10, 12 times a day. And that's the other
10 part of living in rural Minnesota, is the cell phone
11 companies, you know, they put towers where it's
12 profitable and by Ceylon there's almost none and so
13 we use our Internet connection to boost our cell
14 phone and when that doesn't work, basically we're
15 marooned. And the answer is, well, get a telephone
16 service. Well, we've had telephone problems, too.

17 So, you know, to me, that's the other
18 side of this that I'm glad you guys are here and
19 everyone is here tonight because it comes down to
20 just basically calling 911. My dad lives half a
21 block away and half the time his Internet doesn't
22 work. One time, it was last September, September
23 2017, he called them on the day before Labor Day and
24 they said they were going to send a tech out. We
25 waited there all day. My sister, who passed away,

1 was dying, basically, that day, and he waited there
2 because he needs that for his medical equipment.
3 And they never showed up. So on the way to the Twin
4 Cities, we called and Frontier said, no, we had a
5 guy that called you. My dad said I sat there all
6 day long. I won't tell you the words he used
7 because it's not proper, but I've never seen that
8 man that unglued since I came home late when I was
9 in junior high school.

10 So in seriousness, you know, when they
11 make those promises and then don't keep them
12 repeatedly, we're to the point in Ceylon where we
13 welcomed the other Internet providers to town, but
14 there's not a lot of meat on those bones. And when
15 Frontier collects those fees and the state, you
16 know, takes tax money, and then we don't see that
17 investment in rural Minnesota, we're on a lifeline
18 here. I mean, we're dying. And if we don't have
19 proper Internet, you can kiss these small towns
20 goodbye. I mean, businesses thrive on strong
21 Internet and when it's not there these businesses
22 are going to leave. It's an economic development
23 issue, I think it's a basic human rights issue. A
24 gentleman who spoke earlier talked about how, you
25 know, Internet used to be one of those, well, it

1 would be nice to have.

2 Now it's like we have medical devices, we
3 have all kinds of things in our house that count on
4 that, and when it doesn't work properly -- and I put
5 in the Fairmont Sentinel Newspaper, I said I feel
6 like Frontier has given Ceylon the middle finger for
7 three years. And I don't talk that way. That was
8 really disappointing to even have to say that. So
9 they called me, oh, I saw you put something in the
10 paper. They wouldn't print what I really wanted to
11 say. I pride myself on somebody is who is
12 professional and helps take care of the people of
13 our community and I feel like I've let them down.
14 Because people ask me, what have you gotten Frontier
15 to do, and up to a couple days ago it's like give me
16 the middle finger, that's what I've gotten them to
17 do.

18 I don't know what we can do to compel
19 them to provide good customer service. You know,
20 for a better part of two years I couldn't get the
21 service that I wanted and I still paid my 80 bucks a
22 month. And do you think at any point when I told
23 them I was going to cancel, they said, well, let's
24 give you some money back. Of course not. Why would
25 we? That's part of the profit model that they have.

1 Provide zero service and still collect the fees.

2 I'm in the wrong business.

3 I had a tech come out before I cancelled
4 on New Year's Day, and the tech looked at me and he
5 was exasperated to say the least. And he was a
6 contracted guy for Frontier that was out on New
7 Year's Day, that kind of impressed me that they
8 would come on New Year's Day. And he said -- I
9 don't know what this means, but he said those lines
10 are so split up and tied off, he said you would
11 never have gotten 26. But, he said, I'm not
12 supposed to tell you that because they don't want
13 you to know that.

14 I mean, to me it's an integrity issue. I
15 mean, if someone wants to stick it to me like that,
16 at least say it to my face. You know, tell me right
17 away like he did. The best I can do is get you to 4
18 megs where it won't cut out. Well, yeah, but I'm
19 paying big bucks. Well, tough, that's just where
20 we're at.

21 So on behalf of the City of Ceylon, we
22 would like some kind of action taken that will
23 compel them to provide even safe service. I mean,
24 that stuff is tied to trees, open boxes. Literally,
25 I have a picture on my phone, if anyone wants to see

1 it after the meeting, of an open box, exposed wires,
2 a building that's condemned and the wires are
3 running by the building, they weren't buried. And
4 what compounds this is when I was mayor in probably
5 two thousand, I suppose '02 or '03, we buried our
6 electrical lines on the north side of town. And we
7 allowed Frontier to bury our lines there as a sign
8 of good faith. And so what do they do? They buried
9 their fiber lines and then didn't update their
10 office or where the equipment is for, you know, 15
11 years, I suppose. Well, it was like ten years. And
12 so it's like we make this investment, we allow you
13 to be part of our investment, and then you don't
14 upgrade the office where the actual system works.

15 And just so people aren't mistaken, my
16 house is on Main Street. It is, oh, I would say 400
17 yards from the Frontier office. So this isn't an
18 issue of I'm out in the middle of nowhere, how can
19 they get there. It's I'm in the middle of town and
20 it just doesn't work.

21 And, you know, we have customers in town
22 that have wanted to sign up, Frontier will come out
23 and say, you know, we can't get this to work. And I
24 feel bad because the techs I think have good
25 intentions, they want to provide good service. So I

1 don't want this to be, oh, the techs don't do their
2 jobs. It's the techs are coming back saying,
3 listen, we've approached management, it's either not
4 a priority, the money isn't there, you know, all
5 kinds of excuses. I personally feel bad for them
6 because I think they are good folks that are trying
7 to do their job and they're getting kind of
8 rear-ended by them, too.

9 So, I guess, what did I come here for?
10 Just because we're dying and we need this.

11 JUDGE OXLEY: Mr. Gibeau, you mentioned
12 having pictures?

13 MR. JOHN GIBEAU: Um-hum.

14 JUDGE OXLEY: Would you consider
15 submitting those into the record?

16 MR. JOHN GIBEAU: Absolutely, I would.

17 JUDGE OXLEY: So you could, I would
18 assume, you know, send an email to that docket with
19 an attachment of those pictures?

20 MR. JOHN GIBEAU: I will. Yep. I've got
21 all those pictures, I certainly will do that. No
22 problem. I have probably 30 pictures and I'd be
23 glad to share those with anybody who wants them just
24 'cause -- I'm here really on behalf of the City of
25 Ceylon, but for everybody. I mean, we just want

1 what we pay for.

2 JUDGE OXLEY: If you could include a
3 narrative of what the pictures are of.

4 MR. JOHN GIBEAU: Sure. I'd be glad to
5 do that, you bet.

6 JUDGE OXLEY: Thank you very much.

7 MR. JOHN GIBEAU: I appreciate it.

8 JUDGE OXLEY: Has anybody who indicated
9 they wished to speak not been called?

10 Yes, sir.

11 MR. TED REISDORFER: My name was on
12 there, but maybe I didn't check what I was supposed
13 to.

14 JUDGE OXLEY: No, maybe you did. Are you
15 from Dawson, Minnesota?

16 MR. TED REISDORFER: I'm from Adrian.
17 Right there (indicating).

18 JUDGE OXLEY: So, Yes, I'd like to speak,
19 I look in that column.

20 MR. TED REISDORFER: Sure.

21 JUDGE OXLEY: But that's fine,
22 Mr. Reisdorfer, go ahead.

23 MR. TED REISDORFER: Ted Reisdorfer,
24 R-E-I-S-D-O-R-F-E-R.

25 I'm a snowbird and I've been an

From: jenifere2@aol.com
To: [Staff, CAO \(PUC\)](#)
Cc: gleasmn@frontiernet.net
Subject: Docket Number 18-122 - Frontier Communications
Date: Monday, March 19, 2018 6:47:09 PM

Hi

We are writing this email to you as we also have a complaint against Frontier. Our account is just in my fiancés name, Daniel Gleason. Frontier is the only option we do have for our internet and phone otherwise we would no longer be using their services. In May of 2017, I went online to pay our bill and saw they had some promotions going, therefore, I did call them to see what was available for a new plan. After talking to the representative, I stated that I would talk it over and get back to them. When I arrived home that night, our internet service was not working. I called to find out why and the person I talked to stated our account had been cancelled. There was no record of me calling that day because the phone conversation had been deleted. They were going to look into this and get back to me, which they never did. Thru many, many telephone conversations, they were finally able to get our internet working again, at least temporarily. They originally said they would not be able to reinstated our phone number we had since we had cancelled our service (again, we NEVER canceled our service, the rep did this without our permission). We both have our business associated with the fax number and needed to have this number reinstated. They did finally get us our number back. During the process they promised us an Amazon card for our troubles, this was never received. Instead, we received a bill for twice our usual amount as they added in partial monthly charges and activation fees. Throughout the entire month of May and part of June, we would come home to have no internet service. Extremely frustrating! I would say for 3/4 of a month we did not have any service at all. We did ask for a refund since our service was not working but they would not discount our account. When we would call to find out why, they would say that either it showed it was working on their side or that our account was past due and they were going to send us to collections. We did find out that it was because they had two different phone numbers associated with our account.

Just last month we received a notice from Frontier stating that we were two months past-due and they were going to disconnect our service if it was not paid in 10 days. I did check my records and it was past-due only because I did not receive and invoices from them. I went to pay the entire amount and was treated very, very poorly by the person that I spoke with on the phone.

We could go on and on with the unprofessional phone calls and frustration we have had with Frontier. As soon as their is another option in our area for a phone and internet, we will definitely be cancelling our account with Frontier.

If you do have any further questions, please feel free to call either of us as we would be happy to discuss this further.

Thank you!!

Daniel Gleason 612-701-6100
Jenifer Enos 612-597-9235
8805 Indian Hill Road
Maple Plain MN 55359

1 that means in technical language, I don't know.

2 And, again, this has been going on for a
3 couple years. We make several complaints to
4 Frontier on a regular basis. Basically, like I
5 said, the speed goes up and then back down so we're
6 back to where we started.

7 That's really all I got.

8 JUDGE OXLEY: Thank you.

9 Mr. Tom Grant. Good evening.

10 MR. TOM GRANT: Good evening.

11 My name is Tom Grant, T-O-M, G-R-A-N-T.
12 I live in south Lakeville as well and have been with
13 Frontier as a customer since -- in Lakeville, since
14 2010 when I moved into my current residence.

15 I happen to also be a neighbor of
16 Mr. Nierenhausen, so a lot of what he has said is
17 what I'm experiencing. And I'll share some
18 additional detail from my specific experiences as
19 well.

20 I, too, like many in the neighborhood,
21 work from home and depend on the Internet to
22 successfully complete the duties of my job. A lot
23 of that requires video conferencing, a lot of that
24 requires sending large files through the Internet
25 and receiving large files through the Internet.

1 Those activities are frequently compromised and
2 encumbered because of slow Internet speed. We are
3 paying for the maximum speed available in our area,
4 which is 5 megabits down.

5 And there's really kind of two problems I
6 would just cite or bring up. One is just 5 megabits
7 down is not keeping pace with the demands of today's
8 household. Whether that be streaming audio,
9 streaming video, being able to conduct your job by
10 video conferencing, et cetera, that level of
11 service, if delivered as promised, isn't keeping up
12 with the demands of the home.

13 That said, I'm rarely getting that
14 performance. I'm frequently getting well under 2
15 and on several occasions -- and I'll read shortly
16 here the results of two months' worth of speed
17 tests -- I'm sometimes getting less than 1 megabit
18 down.

19 When I call tech support -- and I have to
20 admit that probably in the last two years I've given
21 up because the result is the same. I've been having
22 issues for the better part of five years. Those
23 times where you call tech support, you know what the
24 problem is, they run you through level one testing
25 right from the get-go. Have you turned your router

1 on and off? Yeah, we know that drill, we know to
2 try that first before even picking up the phone and
3 yet are required to run through that, okay.

4 In particular, I think it's been about
5 three years back, I actually have notes at home, I
6 could email those and submit those for the record if
7 it would help, but within the past three years where
8 we really had some terrible problems with it we've
9 had week-long outages, things of that nature, where
10 techs were involved. They report issues similar to
11 what Mr. Nierenhausen just articulated.

12 Like Mr. Nierenhausen, we are serviced
13 off that same node which resides at the corner of
14 245th Street in Lakeville and Pillsbury, which is
15 about a quarter mile away from our home. Like
16 Mr. Nierenhausen, the techs have confided in me and
17 my wife that they know there's a problem with that
18 node, that Frontier knows there's a problem with
19 that node. And, likewise, say that they basically
20 move cards or switches to be able to solve the
21 problem for that individual customer, while knowing
22 full well that that creates havoc for others that
23 reside off that same node. Techs have said to me in
24 confidence that they've claimed that 12 meg down is
25 actually possible on that, but they've been told

1 that they cannot open up those ports, or something
2 along those lines. Basically, my understanding is
3 the capability exists, but is not being leveraged.

4 We have near-daily interruptions. And as
5 actually evidenced by the commonality of seeing a
6 Frontier truck parked at that node, that actually --
7 I mean, you can talk to anybody in the neighborhood,
8 I think, you know, I can say with confidence it's at
9 least once every two weeks that I see a truck there
10 and that's only the number of times that I happen to
11 be driving by.

12 I said near daily interruptions. It is
13 almost like clock work, at 9:00 p.m. after we put
14 the kids down for bed, if we try streaming a movie,
15 it might start out okay, but almost to the minute at
16 9:00 we start seeing buffering and service
17 interruptions.

18 In my state, I'm not an engineer, but I
19 do kind of understand, I have been working in the
20 technology field in the consumer electronics space
21 for my entire career. It might be some function of
22 bandwidth being zapped, which again, I think,
23 indicates back to my first point, that the service
24 being provided is not keeping pace with technology
25 and demand of the consumer, at least where we live.

1 I said earlier that I'm paying for 5 megs
2 down, and I think actually the terms of the contract
3 say up to 5 megs, but I rarely get that. I think it
4 is reasonable to maybe think that up to 5 might mean
5 4.5, it might mean 4.75, it might even on occasion
6 mean 4.25. But the actual delivery is far lower
7 than that. And I think for the record it's
8 important for me to list off the speeds that I've
9 been receiving and recording using Ookla, which is
10 actually the same --

11 JUDGE OXLEY: How do you spell that,
12 please?

13 MR. TOM GRANT: Ookla is O-O-K-L-A.
14 Ookla is a speed test service, and it actually is
15 what I understand Frontier white labels in their
16 speed test. So it's basically the same underpinning
17 technology that's doing the test. Ookla is also
18 very widely recognized within the industry as the
19 speed test kind of go-to. So we're not talking
20 about something that's a one-off technology.

21 So it's been using that speed test that
22 the following results have been delivered against
23 the 5 meg that I'm paying for. On 7/15 at 9:59
24 p.m., recorded download speed of .46 meg. On 7/15
25 at 10:00 p.m., recorded a download speed of .38 meg.

1 On 7/26 at 9:43 p.m., recorded a download speed of
2 .83 meg. On 7/28 at 11:20 a.m., recorded a speed of
3 1.82 meg. On 7/28 -- I'm sorry. I will say I
4 conducted a secondary test at about that same time
5 and recorded a download speed of 2.46. On 8/3 at
6 4:54 p.m., recorded a download speed of 1.22. On
7 8/4 at 10:43 a.m., recorded a download speed of
8 1.32. On 8/24 at 9:10 a.m., recorded a download
9 speed of 1.71. On 8/24 at 7:22 p.m., recorded a
10 download speed of 1.28. On 8/26 at 7:54 p.m.,
11 recorded a download speed of 2.82. At 9/20 at 6:03
12 p.m., recorded a download speed of .38. That's the
13 last of my record. I will say, I have -- I did a
14 test just before I came here and it was right around
15 4, for the record.

16 Those results aren't indicative of the
17 type of service we expect. It's not delivering on
18 our expectations. In fairness, I have called
19 Frontier before in the past asking for relief on the
20 bill and have been granted that ,But I don't think
21 it should come to that. I don't think it should
22 take a phone call.

23 In the past five years, I've spent a
24 minimum of ten hours on the phone going through
25 tests, working through billing changes or issues or

1 remediation or have been hosting techs inside my
2 home. Every other utility that I'm doing business
3 with, the gas company, the electric company,
4 satellite TV, I've had no one at my home, I've had
5 no phone calls that have even approached that.

6 JUDGE OXLEY: Did you say you spent ten
7 hours dealing with Frontier over the past five
8 years? Was that correct?

9 MR. TOM GRANT: That's correct. Either
10 through the phone or having techs in the home or,
11 you know, holding windows so the techs could arrive.
12 Basically, it's time out of my life.

13 Those are my statements.

14 JUDGE OXLEY: Thank you.

15 Rebecca Carson. Hi.

16 MS. REBECCA CARSON: Hello. My name is
17 Rebecca Carson, C-A-R-S-O-N.

18 Wow. I keep hearing things that everyone
19 said and I keep shaking my head because it's
20 exactly, you know, it's right on. We have lived in
21 a house in rural Montgomery, which is south of
22 New Prague, for those who don't know where it is,
23 west of Faribault, since 1990. We purchased the
24 property in 1989, the lines were installed. Buried
25 lines.

Green

Reply to Tara Anderson



[Emily Green](#) 17 days ago

We had Frontier for about 1 year. Our bill was constantly having additional charges added for things like a security bundle that I never approved. They would take it off and then the next month it would reappear. Our service stopped working and after trying to get someone out to fix it for over a month I finally cancelled. I told them I would not pay for service we did not receive and was assured that my bill would be adjusted. Next thing I know I get another bill, charging me for the month after I had cancelled our service. And on top of that billing for the previous month we had no service. I called again and was told they would take 20 dollars off and transfer me to someone who could cancel the account. Instead of transferring me I was hung up on. This happened 4 times before I got a hold of someone. They have sent me to collections for this.

0 Reads

comment . . .

Reply to Emily Green



[Whitney Windschitl](#) 17 days ago

I've been with Frontier for several years in Comfrey, MN - I've never had good service or customer service. The billing has been one of the most annoying. I first signed on for \$29.99 per month. That expired, but no one informed me of this. When I called and asked, they told it was just for a year, I was bumped up to \$30 something a month - I complained because - if my service in my house isn't improving- I definitely shouldn't be paying more per month. I just checked my past bills - in Sept 2017 my bill was \$34.99, Nov 2017 my bill went up to \$39.99 with a claimed "\$5 guaranteed price discount statement until 8/25/18" & in small print an added \$1.99 for surcharge. March 2018 my bill went up again to \$41.98 b/c of that \$1.99 surcharge - on this one there was a note that they look at bills for consistency and that my bill may be going up - my current bill for Sept 2018 is now \$46.98 (I suppose b/c that special \$5 discount fell off!) plus the \$1.99 surcharge - the note on this one - the surcharge is going up to \$3.99!!!!!! So in one year my bill went up \$11.99 per month - NOTHING has changed with my service, I still have to call in every couple months for them to fix things and my speed is still the same. but I'm paying more just because of fees.

0 Reads

1 problem. But they can't get ahold of anybody,
2 because they have a landline. Or like I'm on the
3 fire department. I can't do the work or write
4 anything up because I don't have service. What good
5 is it for me to have to drive 18 miles to town to
6 use the computer in town when I should be able to do
7 it from my home.

8 UNIDENTIFIED: And it's what you're
9 paying for.

10 MS. LISA HUTCHINSON: And it's what I'm
11 paying for.

12 JUDGE OXLEY: Thank you for your
13 statement. Do you have anything further to say?

14 MS. LISA HUTCHINSON: Uh-uh.

15 JUDGE OXLEY: Thank you.

16 Was there anybody else who needed to
17 speak quickly?

18 Okay. On my first sign-in sheet,
19 Ms. Charlene Hawkins, or Harkins, I'm sorry.

20 MS. CHARLENE HARKINS: Charlene Harkins,
21 H-A-R-K-I-N-S.

22 We live on Duglee Road, and although our
23 address is Duluth, we live in the Brimson area.
24 Brimson is about 70 miles south of Ely, about 35
25 miles inland from Two Harbors.

1 Frontier holds us hostage. They are our
2 only option in the Brimson area. The only option.
3 Even our cell phones have to run off the DSL tower
4 because we don't have AT&T service either.

5 My complaints have to do with billing and
6 Internet.

7 Our bills. Since August of 2017 to
8 August 2018, our phone service has increased in cost
9 22 percent. The digital phone service has increased
10 from \$39.99 to \$52.99. The high-speed Internet,
11 that's what they call it, has increased from \$30.01
12 to \$36.01. The high-speed Internet gateway, which I
13 learned today is the cost of equipment, which we
14 haven't had new equipment in four years, is charged
15 from \$4.50 to \$6.99. In total, the bill has changed
16 from \$74.50 to \$95.99 in just one year.

17 Today I called Frontier, as I often do.
18 The average wait time to get a customer service
19 person is 15 minutes. Today it was 14 minutes and
20 15 seconds. I had the pleasure of talking with
21 Joseph. Joseph could not answer any of my
22 questions; however, he had the line open the whole
23 time he was looking up my account, which I could
24 tell him the account because I had it in Frontier of
25 me, but during this conversation I could hear about

1 his three partners who had tattoos that took over 22
2 hours to complete. So I learned all about tattoos
3 today and not about my phone bill.

4 Our online bill payments, because it's
5 nice to pay a bill online, takes at least five days
6 to be credited to the account. So, for example,
7 last week I put in a payment for our Frontier bill
8 and I found out our bill was now \$205, it went over
9 the \$200 mark, that I put it in on the 31st and
10 today it had not yet cleared, yet it was due today,
11 so I will be charged an overage charge again. So I
12 will be calling Frontier again, hopefully not
13 Joseph.

14 Our Internet service in our area is very
15 poor. I have download speeds -- my average download
16 speed this morning was 1.2 megabits. The upload
17 speed is .45. I don't know why we call it
18 high-speed, it certainly is not. I want to qualify
19 that by I work from home. I'm a university
20 professor. I work for Walden University and Capella
21 University. The Internet is very important to my
22 livelihood. It's a big deal.

23 Our service representative, or the tech
24 representative in our area, is awesome. You guys
25 should have him. Joel is awesome. But he comes out

1 and he says I really can't do anything to help you,
2 but, you know, if you're really in a bind you can go
3 up to the brick building by Hugo's, which is a bar
4 in our area, Hugo's, some of you may know it. You
5 can go sit by the brick building and you can get
6 fast downloads if you need to. So occasionally,
7 when I'm behind in my school work, I go in my car
8 and I sit by the brick building to download student
9 papers. Yes, that's ridiculous.

10 So I would just like to say that we are
11 held hostage because we don't have other options. I
12 wouldn't mind paying the bill if it worked and if we
13 got the service that we are supposed to. We've been
14 told that high-speed Internet will come to us down
15 Highway 44 sometime this year, but it has not. So,
16 you know, where is it at? One megabyte is not
17 high-speed.

18 Thank you.

19 JUDGE OXLEY: Thank you.

20 So just before I call the next person's
21 name, it's very helpful to the people who are here
22 who are going to be acting on different pieces of my
23 report to know the specific service that your
24 complaints are associated with. So that's a big
25 help to me. So if you say I want to complain about

May 21, 2018

Docket #18-122
Commerce Department
RE: Frontier Communications

TO WHOM IT MAY CONCERN:

Finally, it is about time something be done with Frontier. I have never had such a terrible internet/phone carrier in the 40+ plus years I have had one or both services. Granted, I have lived in larger cities where I had choices until 05/2010 when I moved to a very small town with a population of 400+. We have NO choice as to who our carrier is. I have reiterated that many times to them that if there was another choice, I certainly would not have Frontier. I would drop them in a minute.

I moved back to Herman in 2010 and I cannot tell you how many times just in the first 12 months I had to call Frontier regarding my bill. I NEVER knew what it would be. Where do they get some of these charges?? When they would check and see that something was wrong, they would say to go ahead and pay the amount showing and that it would be credited on next month's bill. Sometimes it was and sometimes not. But – that was the easy way out for them. They didn't do any adjusting at the time I talked to them so by the time the next bill would come – it became more confusing. I won't do that anymore if there is a concern. Now I tell them to adjust right now and I will check online immediately to see that it does show.

Another time we were without internet service in this area due to a truck hitting the line. I understand that. But – I work out of my home and was without service for 3 days. I believe that was 2017. They told me that I would be reimbursed for those 3 days (granted it was not very much) but, of course, I had to call back and have that adjustment made. The good thing was that I had spoken to a supervisor when this was all going on and had her name and number and did get credited for those 3 days. Do these people not check notes? That should have been sent to the accounting department at that time and noted on my account.

Then in October of 2017, I called to have my internet speed increased. I was paying \$19.99 for 6 gigs from 03/02/2015-03/01/18 and had asked about increasing to the next which would be 12 gigs. I had initially called back in April but the lines were capped and no opening is what they told me so when I called back in October, they now had lines open. I had it increased and was told it would go up \$10.00, now making it \$29.99 till 03/01/18. That is what he told me and had him repeat it a couple time and writing my notes. The next month it went from \$19.99 to \$54.99. I never ever was charged \$29.99 like he said, instead it jumped to \$54.99 right up to March 1. I called Frontier on 01/25/2018 to find out what was going on and talked to a Jeff (who probably has been the most helpful of anyone I have ever talked to from Frontier) and explained everything to him and he reimbursed me \$99.00 (\$54.99-\$29.99 for \$25.00 per month) for 4 months (from 10/10/17-01/10/18 billing period). He could not do the exact \$100 as he said then it would have to go before a reviewing committee but could do the \$99 and I

was fine with that. There is still 1 month (02/10/18) that I was billed the \$54.99 where I should receive another \$25.00 back but I am so tired of calling them.

It just seems like a never ending battle with Frontier. No one around here likes Frontier. I have heard nothing but negative towards them. We should have a company that works for the people and be happy with the services. Having Frontier for our internet/phone carrier has been a nightmare for the 8 years I have had them. From what I heard, a city committee years ago could have gone with either of 2 smaller and independent companies but instead they went with this company who has no competition and is a monopoly around here. A few miles one way is Runestone and a few miles the other direction is Federated. Those people are happy with their service from what I hear. Why can't we just have a company that we can work with rather than all these headaches we have been going through.

UPDATE to when I initially started writing this letter – On April 17 (today), I went into my Frontier account to pay my bill. Not surprisingly, as I think I always have anxiety when checking my balance due, I am AGAIN overcharged. This time \$20.00. My current bill under “Other Service Charges and Credits” was \$20.00 overcharged. When comparing it to last month’s bill, I checked why that \$20.00 was not deducted as it says in explanation column – “12M Value Customer Credit Term 11/17/17-11/18/18” and in amount column – “-\$20.00.” This time that was not even on. I called immediately and her explanation or I should say “excuse” is that it just “dropped” off the computer because they are doing so much at one time. NO EXCUSE!!! She sent through a “Remedy” ticket and I will be (we’ll see) notified within 48 hours by phone or email as to the correction with the “correct” amount resolving the matter. This is TOTALLY unacceptable!!!! Never received a phone call or email. I had to call them back a few days later. Now their explanation was that you can only have 1 deduction at a time – so they take the least one – yes – in their favor. I truly think they make up their rules as they go along.

There has to be a cap at some point. Every month I get the bill, I really think I have anxiety as to what the bill will be this time. If I didn’t have to have a land phone, I would get rid of it and if I did not have to have wired in internet, I would get rid of it – but I need both.

Any help you can give us with Frontier would be greatly appreciated.

Sincerely,

NanMarie Hill
PO Box 202
Herman, MN 56248
nmhillbus@gmail.com

Commission Inquiry into the Service Quality, Customer Service, and Billing Practices of Frontier Communications | CI-18-122

Closed May 25, 2018 · Discussion · 165 Participants · 4 Topics · 224 Answers · 4 Replies · 141 Votes

Kelly Hjort · Citizen · (Postal Code: unknown) · Feb 19, 2018 4:40 pm

 3 Votes

I hesitate... where to start? Can I just say Dido to what the others have said? We have Lived in the (651 and before that when they changed it from 612 area code) Anoka County area for 39 yrs. in the same house since married. I have so many aggravating things I could say about Frontier Communications. I can't write them all down but first, I must explain to the PUC that you might be wondering why not change company's? We can't or couldn't for many years Frontier has had the monopoly on service in the rural country side. That's why we need help....Maybe to allow other company's to come in. I would Love to have other choices. We are in what they call "a Hole" Cells don't work very good but that is our choice now for almost a year it's been since we canceled Frontier and even though it is not great it is better then Frontiers Internet off for days and weeks with tons of phone calls to Customer service and rude and/or no help service techs that come out. At least with the Cell Phone even on a bad day it is no where close to Frontiers poor service. I have been paying for High Speed Broadband Max Internet when they first come out with it years ago and just recently Quote unquote said to me "Ultra & Broadband Max has Never been in our Area!" That was it, Done.....so when I went to cancel them they said after days that they couldn't cancel us because there were Local freezes on our telephone so canceling couldn't happen! Our canceling was getting rejected. Frontier told me there was a Local Feature called freeze that was on our phone from 6 other Old Providers! There has never been 6 other providers here in our area. Frontier lies to it's Costumers they will say anything to a costumer to keep them or prolong the canceling of them! Also when they put in our service they put it in the swamp ditch so it gets water inside and the fix they did after many thousands of calls was to push the wires up added dirt and put a plastic baggy around it! Of course water still will come in and plastic bags and twisters rust and don't stay wrapped. Every spring or when it rains heavily it floods and then we don't get internet until the water goes down or the rains stop! For 30 some years can you believe how much headaches we've had dealing with Frontier? Please, Please help us! They've been here saying we need new modems and phone filters, and always they change settings on our computer. They make me change passwords stuff that has nothing to do with bad internet connections! I paid for a service they said they have years and years then to find out they don't have it! They stole money from us for non existant services! I have saved our bills from 2017 with notes as to what they said and did. I have work order numbers too from before we canceled them. Like that they now told me they only have Broadband Lite in our area a person can't believe them on anything!

STEVEN & SUSAN LAACK · Citizen · (Postal Code: unknown) · Feb 19, 2018 8:03 pm

 3 Votes

We have had lots of trouble with the internet and long distance calls and phone calls being dropped. Clean Computer PTS Teach told me they can't clean my computer because of the internet. The internet has to be upgraded keeps dropping and we are paying good money for bad service. I was told by teach. that there isn't anything they can do and they understand. They said to do Code Blue and gave me the number to call and this means HIGH DEMAND 24/7. I called 7/5/2017 and 8/10/2017. They told me it shows that I called and the internet has to be upgraded and sorry that it's not being taken care of. My husband needs the internet for work. Every time the internet drops (many times) what he was doing it starts it all over again. It's such a headache with banking and etc... This has been going on for over two years with the internet. Frontier

Commission Inquiry into the Service Quality, Customer Service, and Billing Practices of Frontier Communications | CI-18-122

Closed May 25, 2018 · Discussion · 165 Participants · 4 Topics · 224 Answers · 4 Replies · 141 Votes

Kelly Hjort · Citizen · (Postal Code: unknown) · Feb 19, 2018 5:55 pm

👍 0 Votes

I wouldn't know if they complied with the commissions service standards, don't know what they are, but for over 30 yrs. of having to deal with their service I can say they serve us as a costumer of Frontier horribly! I will relate a instant where after multiple calls and putting in multiple order numbers finally a guy came out, my son who lives next door just had a problem a few weeks earlier and said he knew what his service guy did so he came over to help watch the repair guy to make sure he actually worked on our internet issues that was slow and stopping altogether! They said it is a problem he could tweak outside by where the wires come into the house. The repair guy said after talking with my son that "Oh I will go out and Tweek the things inside your box" he left and my son raced outside to "Check on the guy to make sure he did what he said he would". My son caught him coming back with not doing anything and confronted the guy! The repair guy was mad being caught in a lie not doing his job! Other times, yes we would get the same answer like "Sorry you are at the end of the line so you won't get the same internet that others get! Another good one is "Oh, we accidentally turned off the switch at the main box! It would work for just a couple days then we were back to slow or nothing at all! We can't trust Customer service they lie about prices and what is available in our areas and other things and we can't trust most of the repair men. Granted not All the repair men have been bad but when a person has been repeatedly abused you have a hard time letting your guard down.

Shannon Bulson · Citizen · (Postal Code: unknown) · Feb 19, 2018 9:13 pm

👍 0 Votes

I have problems with my internet. we have to reset it 4 to 5 times a day. Frontier just says their is a lot of people using it nothing they can do. We also HAD a landline we had to disconnect it a couple summers ago due to the fact it kept calling 911 and 411 with no phone attached to the line. the police would show up at my door at 3:00 in the morning (we didnt call no phone attached to the line.) they would come to my home and accuse the kids of calling while i was at work the kids would have to call me at work and have the police talk to me to explain that we dont know whats going on and frontier doesnt know whats happening either. But we still have to reset internet 4 to 5 times a day its getting old.

Danielle Hanson · Citizen · (Postal Code: unknown) · Feb 19, 2018 9:34 pm

👍 0 Votes

Frontier internet is constantly cutting out. I am unable to work within a simple google doc without being told I can't keep working because my internet needs to re connect. Whenever I have called customer service they are not helpful and usually stick me on hold for long lengths of time. They have yet to solve the issue I am calling about. We are paying for internet and get intermittent service at best.

Melissa Minars Dobmeier · Citizen · (Postal Code: unknown) · Feb 20, 2018 8:39 am

👍 0 Votes

I've had Frontier for probably 25 years as it's the only thing available in my area. We

From: Maureen Holtzman
To: [Staff, CAO \(PUC\)](#)
Subject: Docket Number 18-122
Date: Saturday, February 17, 2018 1:17:12 PM

I have been a Frontier Communications customer for 2.5 years.

I have had to wait for weeks for repairs, and received internet speeds that were a fraction of what I was paying for (4-7%) for months. I work from home and had to call repeatedly and have numerous techs out to my house for almost two years before I was able to get what I was paying for.

When I would reference the helpdesk ticket confirmation numbers that I was given, they would have frequently been 'lost' and I would have to start over with a new representative and case.

--

Maureen Holtzman
Cell: 612-201-0212

From: Ruth Hunecke
To: [Staff, CAO \(PUC\)](#)
Subject: Docket 18-122
Date: Monday, February 19, 2018 1:14:16 PM

January 19, 2018

Ruth A Hunecke
510 Court Street
Albert Lea, MN 56007-2628
507-210-2955
Hunecke85@gmail.com

I'm writing to you in the matter of Frontier Communications docket number 18-122.

First I'd like to say, I never received a bill or anything from them saying I owed any money. If I had received the bill I would have paid it. I went to incur about a business matter and that bill came up. I immediately called them and I was put on hold. Then I was connected to so many different people. Plus, when I got the person to help me pay the bill they couldn't get the credit card number right. I repeated myself at least 5-6 times. All together I was on the phone with them for over an hour working on paying the bill and trying to get their help in getting a paper receipt and I got "NO WHERE". When I asked for a receipt an I was told I could go on Frontier.com an get a printed copy from there. I tried that but it didn't work. That's when I called back and asked for as printed receipt. I was told beings my acct was closed that I wasn't able to get my receipt. All I could get at that moment was the conformation number. I already had that but I need a paper receipt. So I asked to speak with management I was told that management wouldn't be able to help me either. I was told that I had to wait until next billing cycle. All I could get is that "WE HAVE NO WAY OF PRINTING A RECEIPT ." That I have the conformation number and they said that the conformation number was proof that I paid it. That's not what I needed. I needed a printed copy for the business matter that I am trying to do. They were not willing to work with me and hand write a receipt or type up a receipt in order to get it in regards to the business matter at hand. I will "NEVER" do business with Frontier again. I was taught that when you pay a bill you get a receipt and isn't it by law if you ask for a paper receipt that they're to give you a paper receipt. Please help me with this an close Frontier.

Thank You
Ruth A Hunecke

~Ruth~

1 JUDGE OXLEY: Oh, yes. If you haven't
2 signed in, please sign in. One of the pieces of
3 information that I give the Commission is how many
4 people attended. The more people who attended, the
5 more impact the hearing has.

6 (Break taken from 7:34 to 7:56.)

7 JUDGE OXLEY: Welcome back to this
8 exciting evening here. So we're back on the record,
9 folks, and where we had left off before the break
10 was Ms. Rinzie Ganmanji -- could you tell me your
11 name again, ma'am?

12 MS. EMILY INGRAM: My name is Emily
13 Ingram.

14 JUDGE OXLEY: So we left off with you
15 having a question or a comment to make. Would you
16 like to --

17 MS. EMILY INGRAM: Absolutely.

18 JUDGE OXLEY: I got started here even
19 though people are still in the hallway talking to
20 customer service people because I felt we need to
21 get going, and they've got their issues, and the
22 important thing is everybody gets a chance to talk.

23 MS. EMILY INGRAM: My name is Emily
24 Ingram, E-M-I-L-Y, I-N-G-R-A-M.

25 I had service with Frontier for a number

1 of years. The accumulative years was three years of
2 bad service. The phone line always had either a
3 hum, a hiss, or some kind of static, and that was
4 just on my side of the line. There were numerous
5 times when people that I was calling, friends and
6 family, you need to hang up and try again because I
7 can't hear you.

8 When I called and complained to Frontier
9 they said you need to buy a new phone, your phone is
10 just too old. Okay, it was like 15 years old so I
11 bought a new phone and there was no change.

12 Additionally, when I moved up here full
13 time in 2014 and I activated my service with them to
14 be here full time, they signed me up for a voice
15 mailbox and never gave me the pass code and never
16 told me that I was getting a voice mailbox that was
17 electronic. So for six months I only got a third of
18 my voicemail because I had a answering machine at my
19 house and didn't think to look, oh, I need to go to
20 my voice mailbox that is online with Frontier that I
21 don't know anything about. And part of what I was
22 trying to do in that six months was to find a local
23 electrician to rewire my basement. And I thought,
24 okay, they just don't want my business. No, they
25 couldn't get ahold of me to return my calls because

1 it was going to my voicemail that I didn't know
2 anything about.

3 Additionally, I had Internet service with
4 them, and the Internet speed, the max I ever got was
5 1 megabit per second download speed. The average
6 was not more than .5 megabits. And the slowest I
7 ever managed to get it to connect was 0.01 megabits
8 per second with pings of 6, 7, 800 microseconds to
9 the servers in Duluth.

10 In the summers -- so I live at the end of
11 Garden Lake Road, it's, you know, the end. So in
12 the summer I never had Internet connection Friday to
13 Monday. If I wanted to do something at home on the
14 Internet, it had to be Tuesday, Wednesday, Thursday.
15 And that was not just me, that's everybody outside
16 of town, as far as I'm aware. And the problem is
17 they've oversold the bandwidth because they're the
18 only provider and they're not upgrading their
19 equipment to meet modern standards, right. And I
20 know that because the technician tells me that.
21 When I could get him to come out, which in the end
22 he finally said it's not worth either of our
23 troubles for me to come out because we both know
24 what the problem is and I can't do anything to fix
25 your problem.

1 And when I told customer service that on
2 the phone with Frontier, they scoffed at me and
3 said, oh, no, that can't possibly be the case. And
4 that is absolutely the case. And I'm not saying
5 that to get the guy here in town who does this in
6 trouble. He and I both just know the truth of the
7 situation. And the truth is the equipment is bad.

8 Furthermore, just this weekend two of my
9 neighbors were talking about their Internet and they
10 just had a service call and the service tech told
11 neighbor A, oh, your problem is neighbor B down the
12 road, and they told neighbor B, oh, your problem is
13 neighbor A. We know they have oversold the lines.
14 It doesn't take a genius to know these things.

15 Additionally, at one point the service
16 tech told me, I'm sure if you and your neighbors
17 gang up and agree to a higher speed plan, Frontier
18 will fix your problem. My response to that was, if
19 you can't provide the minimum service, why would I
20 expect you to be able to provide a higher level of
21 service? And he had no answer for me.

22 Finally, in the summer of 2016, I decided
23 to file a complaint with the Attorney General's
24 Office and also the FCC. The response I got to the
25 complaint filed for the Attorney General's Office

1 was the client has been informed that the speeds
2 that she's receiving are not accurate because she is
3 not connecting directly to the modem. We have told
4 her this in the past, and there is nothing we can do
5 about it until she connects direct to the modem
6 instead of wirelessly. Yes, I expect there to be a
7 loss of speed when you're going from wire to
8 wireless, but not to the point where your download
9 speed is 0.01 megabits per second. That's
10 ridiculous.

11 And when I got the response from the FCC,
12 their response was, well, the customer is no longer
13 a client so there's nothing we can do about it.
14 Which is true, because in the meantime I cancelled
15 my service. But that's not an appropriate response
16 to years of bad service. Oh, not a client, nothing
17 we can do about it.

18 Additionally, on the paperwork I was
19 given, there was contact information for a woman in
20 Miami, if you have questions, contact so-and-so,
21 this is the number. I called five times a day for
22 three weeks. Never once did she return a message,
23 never once did she answer the phone.

24 Oh, sorry. And finally, when I did
25 cancel my line, I had a credit of \$25. Frontier

1 held my \$25 for 90 days because they wanted to make
2 sure that there were no additional billing issues
3 that were going to arise. Which I find really
4 interesting, because if you're even one day late,
5 you get stuck with an overage charge. And as the
6 woman said previously, it takes days for the
7 electronic payments to clear. How can you be
8 responsible for a failure of their system?

9 That's what I had to say. Thank you very
10 much for your time.

11 JUDGE OXLEY: Thank you, Ms. Ingram.

12 I'm sorry, I have to go out of order a
13 little bit because I mixed up the sign-in sheets.

14 But Mr. Bradley Sagen.

15 MR. BRADLEY SAGEN: Thank you. I am
16 Bradley Sagen, S-A-G-E-N.

17 An Ely address, but a resident of Fall
18 Lake Township, which is in Lake County. And Lake
19 County is part of my concerns because, as has been
20 mentioned, broadband service was to be offered to
21 Lake County, and indeed, that service is about 200
22 yards from our house, but they won't connect us. So
23 that leaves us in limbo. So you should realize in
24 your proceedings and analysis that only portions of
25 Lake County are being served by broadband. There

1 time your service goes out and ask them to take that
2 off your bill? That's ridiculous.

3 One time we called and they argued -- and
4 I can't remember the exact terminology, he goes,
5 well, do you have the upgraded system? I'm like
6 what upgraded system. And he goes, well, I'll
7 upgrade you. Does it cost the same? Yes. Well,
8 then, why wasn't I given the upgraded system to
9 begin with. And then it improves a little bit and
10 then you're okay for like maybe a week or so and
11 then it starts dropping again. You call Frontier,
12 and I don't know, is it in New York, is that where
13 it is, the customer service is that I talk to
14 usually? They don't know a thing. They don't know
15 what's going on. And, again, you're given the
16 runaround all the time. We're paying for service we
17 don't get.

18 JUDGE OXLEY: Thank you, Ms. Santo.

19 Nancy Johnson.

20 MS. NANCY JOHNSON: I've had trouble with
21 Frontier not just this year, last year.

22 Can you hear me?

23 UNIDENTIFIED: Get closer, tip it towards
24 you.

25 MS. NANCY JOHNSON: Okay. Last year I

1 didn't have phone service for over two weeks or any
2 Internet service. I have children who all live in
3 the Twin Cities and their spouses. They want to
4 come and visit us at Eagles Nest but they can't
5 because they have to work. They don't get vacations
6 in this modern world. You work 24/7, 12 months of
7 the year if you're in the modern workforce, and you
8 need the Internet to communicate with your
9 employees, anyone you're working with. One of them
10 is an attorney, he has to be able to communicate,
11 and it's useless.

12 So then this year when the electricity
13 went out on the 29th of June, as it did last year
14 when the phone was out, my line phone, I called and
15 I said I have a husband with a pacemaker, we must
16 have the line phone to connect to his monitor. It's
17 no good to have a cell phone. The monitor registers
18 in St. Luke's in Duluth. We'll put you on a medical
19 speeded ticket. Well, it took them over two weeks.
20 If that's a medical speed ticket, I don't know.

21 The same thing happened on June 30th, I
22 call up, he's still got the pacemaker and we need
23 the line phone, plus our Internet. They put me
24 again on an emergency medical ticket, they'll be
25 there in two, three days. It took them 36 days to

1 hook up a line phone for his pacemaker. So then one
2 of my sons called from the Twin Cities and said, I'm
3 coming up, I want you to come on Monday the 9th and
4 fix their phone. We'll come. He drives all the way
5 up, sits there all day, they said they'd be there
6 from 8:00 to 12:00 sometime. They never showed up,
7 they never had the courtesy of calling and saying
8 we're not coming. So then another son called from
9 Minneapolis on the 17th of July and said this is not
10 only a medical issue with my father's pacemaker,
11 it's a safety issue with my two very aged parents.
12 Thank you, David, for referring to us that way. But
13 they said we'll be there on Friday morning from 8:00
14 to 12:00. He drives up from Minneapolis, gets here
15 at midnight to Eagles Nest, sits there all day
16 Friday, they never show up. He calls the phone
17 company finally about 1:00 in the afternoon and said
18 I told you it was a medical issue and a safety
19 issue. That's your problem, not ours, they said.
20 That's all they -- how they dealt with us. We've
21 had the service for 50 years. Plus my husband is
22 90. We had the old DM&I telephone service, so you
23 know how old we are, how long we've been with the
24 three companies, Gopher, Continental, and now this
25 Frontier, which really isn't a company, and we're

1 just darn disgusted.

2 JUDGE OXLEY: Thank you.

3 Nita Utterback.

4 MS. NANCY JOHNSON: We have Internet also
5 and it's never there.

6 JUDGE OXLEY: Did you want that to be on
7 the record, Ms. Johnson?

8 MS. NANCY JOHNSON: Yes. Our Internet
9 never works.

10 MS. NITA UTTERBACK: I'm Nita Utterback,
11 U-T-T-E-R-B-A-C-K.

12 I've been a customer of Frontier for 12
13 years now. I wouldn't say a loyal customer, I would
14 say a captive customer. In those 12 years, I would
15 be conservative saying I've had 70 work orders in.
16 Last year, between May and November, I had 23 work
17 orders. I work from home. I'm a government worker.
18 I ended up taking 20 days of my vacation time last
19 year waiting for Internet, to come fix my phone or
20 my Internet. Oh, and I do have phone and Internet,
21 I'm sorry.

22 A lot of times I would get a phone call,
23 hey, it's all fixed. And the phone would be fine,
24 but the Internet would still be down. So I'd call
25 and say, yeah, the phone is fixed, but not the

Josephson

The cost for our telephone service increased by \$13 from 2017 to 2018. No new services were added. Bills are attached for comparison.

Attachments: [Frontier Bill - 2017 and 2018.pdf](#)

1 Read

Reply to Kyle Greene



[Alicia Holicky](#) 23 days ago

My Frontier internet bill increased \$5.00. I am on auto pay, so I tried to go on line to look at my statement to see why my bill had increased. It was in the evening about 5pm, so internet was very slow, I could not even get on line. So I called them, was on hold for about 15 minutes. Finally was able to take to someone. She proceeded to tell me that my promo pricing was up hence the extra \$5.00 charge. I asked what was the price increase back in February then? She said that was for "Internet Infrastructure Surcharge". I said what infrastructure.?, There hasn't been any improvements in my area for years. My internet is so slow, I had to call because I couldn't get on line. She proceeded to tell me that Frontier no longer provides internet service in my area. So I asked does that mean they will not upgrade,or make any improvements to improve the quality of service?. I was told , I can not upgrade. I could not get an answer about the quality of the internet in my area. Prices keep rising, but the quality keeps going down. I've been looking for other options, but not having any luck.

0 Reads

Reply to Alicia Holicky



[Stephanie Josephson](#) 22 days ago

I called customer service earlier this spring because my bill went up yet again. I pay my bill online, but still prefer to get a paper bill in the mail. Half the time I don't have internet. She told me I needed to go to paperless billing as they were charging customers for paper billing since Jan 2018. Is this

what the internet infrastructure charge is? I told her I have never heard of a company where you pay monthly charges to get a paper bill. There isn't a paper billing fee on my electric bill or any of my credit card bills. Now I woke up this morning still no phone line and internet keeps throwing me off.

0 Reads

Reply to Stephanie Josephson



[Tara Anderson](#) 22 days ago

I am relieved that Frontier is being investigated. Their billing practices are unethical, and their customer service is extremely poor. We've been incorrectly billed on multiple occasions, and have spent numerous hours attempting to have our bill corrected, only to be told the bill was fixed when it wasn't. Our most recent encounter was when our bill increased by about \$5.00/month - from \$29.99 to \$34.99. When I called to ask why and try to get it reduced back to \$29.99/month, I was told that it would be fixed on our next bill. During that call, the representative also offered to upgrade our speed for free. However, our next month's bill was more than triple our previous rate of \$29.99 - it was over \$100.00. When I called to demand that it be fixed, I was told that the charge was appropriate because of the upgrade. I said that I was told it was a free upgrade, so the representative agreed to credit our account and change our billing rate to reflect the previous rate of \$29.99. I recorded the confirmation number in anticipation of having to argue my case if the bill wasn't fixed the next month. The next month, our bill was not fixed, and we had not received any credits. Our rate was still over \$100. When I called customer service I told them that it was supposed to have been fixed and provided them with the confirmation number from my previous call. I was told that the confirmation number did not exist. I continued to call Frontier and ended up speaking to numerous representatives but was unable to resolve my case. I finally spent hours chatting with a representative online who told me that Frontier would credit my bill to cover part of the surcharge but that we could not receive our original rate of \$29.99 because we had opted out of that promotional rate when we upgraded our account. We had to agree to a three-year contract in order to get a monthly rate of \$36.98, which is where we are today. After spending so much time on this and feeling completely powerless in the situation, I agreed to pay a slightly higher monthly amount just to be done. I think that Frontier should correct the billing rate for all of their customers who have been lied to and improperly billed and that the company should reimburse us for what we have paid in excess of the rate we were originally promised.

1 Read

Josephson

Reply to Jean Evens



Stephanie Josephson 23 days ago

I have been a frontier customer for over 40 yrs. Only because of where I live there is no other company available. My cell service is not reliable in my area so I need to have a landline. I also have high speed dsl through frontier. I have had nothing but problems with billing, phone and internet. I cringe when I have to call for help because I always get the runaround with them. The latest, my internet has been throwing me off every 2-5 minutes. When I called the person on the other end was performing tests. We got disconnected and he never called me back. I called again and got a new customer service person. He ran tests, told me the test was showing more that 400 disconnects in the last 3 days. He also told me the test was showing several shorts in the line somewhere. He put in a ticket number and said it would be fixed within 4 days. 4 days later I was still having problems but not as many disconnects. I looked up the ticket number and it said completed. It has been 4 days since and I have had a lot of clicking and crackling on my phone line while in use. on the 5th day I have no phone line! No way to contact them without a phone. Climbed on the roof of my house to use my cell and call them. They ran a test and there is a line problem and put in a new ticket number in and told me it would be 14 days before it will be fixed! What? I had better not get a bill this month! I am in tears as I need to make important phone calls today, doctor, water repair man, sick mother, pay bills, fuel company, and I am supposed to be without a phone for TWO WEEKS?

1 Read

Reply to Stephanie Josephson



Michele Volkenant 22 days ago

I live in Green Isle, MN. Frontier is our only option for land line and internet. I called to have service started under a new name as we just inherited the property from the previous owner. The previous owner had internet (which was supposed to be wifi high speed but wasn't fast as promised) and a land line. I called for internet only and was told I had to have a land line to have internet. I made a date for

METROPOLITAN COURT REPORTERS, INC.



13890 Fernando Avenue • Suite 100 • Apple Valley, MN 55124
(612) 333-7333 • Facsimile (952) 432-8761

John T. Kirby
Principal

March 6, 2018

Mn Public Utilities Commission
121 Seventh Place East, Suite 350
St. Paul, MN 55101
651-296-0406

COMPLAINT RE: Frontier Communications

Gentlepeople:

After watching a local TV news report on complaints of Frontier customers, I have reversed my decision to not file a complaint.

I am a long-time customer with the same land line number of 952-432-1055 since at least 1971, at residence 452 Reflection Road in Apple Valley, MN. My wife and I added a business line of 952-953-9794 to receive a 612-333-7333 business number, and a third number of 952-432-8761 for a business fax number.

In 2002, we moved to 13306 Huntington Circle, Apple Valley, and had no problem transferring all three numbers.

Two weeks prior to moving from that address to 13890 Fernando Avenue in Apple Valley, I called Frontier and gave them all three numbers, and specifically the business line for the 612 number, to transfer to Fernando on July 28, 2017. And then the nightmare began.

On Friday, July 28, 2017, the Frontier technician arrived at 13890 as we were moving in. I showed him where I wanted the two business lines installed. He informed me that his work order was only for one line to be installed, the 1055 number, and without a work order, he could not forward the two business lines and I would have to call for an appointment to have that done.

While driving down Cedar Avenue to Charter Communications, on Saturday, July 29th, I noticed a Frontier office at 16690 Cedar Avenue South and stopped there early Monday morning to report my dilemma. I was provided a phone number to call and had to make at least five trips to that office with a run-around each time, and at

Kirby

least twice setting appointments at our home between 8:00 and 12:00 or 8:00 and 5:00 where I made myself available and resulting in no-shows. One number I was given was to a manager who left a message that he was on vacation for two weeks and try another number.

Yes, admittedly, I became irrate and frustrated in my attempts to resolve a road block to put my free-lance court reporting business back on track.

Finally, I was given a date near the end of September that a technician would be at my address at 8:30 a.m. to install my two lines. This is nearly two months of frustration. I drilled several holes from the outside box, through the garage and into the basement office where I wanted the lines placed.

An independent contractor appeared at my door on time and I showed him the pathway for the two lines. This gentleman was most pleased with my cooperation and had everything in place and up and running within two hours. I asked him why Frontier needed to hire an independent contractor to perform this service and he said it was because I was an irrate customer. Duh, I wonder why! Over the course of nearly two months of failed attempts, I had threatened a complaint to the Public Utilities Commission. After the hassle I'd been through, I dismissed that option of another encounter with Frontier and moved on. I gave this gentleman \$20 for his professional service.

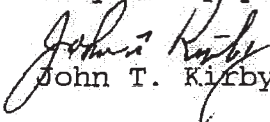
I had, of course, several messages on my phone when service was restored. One in particular was to schedule my services and followed by several days cancelling because I had not responded. I am enclosing billing statements from Frontier surrounding that time, confirming there was no reduction in this two-month period for which service was not provided. Further, if the three lines had been restored in one service call, as initially requested, there would be no further service charges. It's very difficult for a lay person to navigate these statements!

I am also enclosing a copy of two Frontier business cards at their Cedar Avenue location.

For a decades long customer, I was very disappointed, particularly in view of the trend of moving from land line service to online and ipad resulting in reduced business for Frontier.

Please accept my complaint. If there is anything further I can offer or provide, kindly let me know.

Very truly yours,


John T. Kirby

Kitzmann

3 Reads

Reply to Lindsay Meulners



[Ronald Kitzmann](#) 2 months ago

Frontier underperformed consistently with Internet service despite several calls to customer service. They sold me a higher speed service that made absolutely no difference, but at increased monthly cost. After more calls to attempt a fix and receiving conflicting information, we cancelled the service plus the landline we had for 36 years. After cancelling they charged an early cancel fee of \$100 for their "premium" service. I filed an earlier comment with the state and the BBB with no satisfaction.

3 Reads

Reply to Ronald Kitzmann



[Walter Schleisman](#) about 1 month ago

comment...Hello, we have Frontier in Two Harbors MN. We continually encounter times when there is virtually no service speed. Even emails won't load. Other times it is just extremely slow, but it kind of works. It makes no sense to me that I pay the same amount for modem speed as I do for 50mb speed in Minneapolis. If they can only provide terrible internet, they should only be able to charge for terrible internet. Right now they have a virtual monopoly and seem to be abusing it by charging regular prices for irregular internet service.

3 Reads

Kristoff



Sept. 13, 2018

Minnesota Public Utilities Commission
121 7th Place East, Suite 50
St. Paul, MN 55101

Joseph Kristoff
2051 235th Street
Marshall MN 56258
Re: MPUC Docket Number P407,405CI-18-122

To Whom It May Concern:

We have been customers of Frontier phone and DSL internet service for many years. Frontier is the only option in our area. During that time, we have paid for high speed internet that we frequently receive at much lower speeds than promised. We often lose internet access.

On our June, July, and August bills, there was a \$1.50 charge listed under "Other Service Charges and Credits." with the only explanation being "Frontier." After looking further into itemized billing for calls, we found that the charge was for directory assistance calls, the same number each time. We were absolutely sure we did not make any directory assistant calls, especially since these calls were made during the very early morning hours. When talking to a customer service rep, she insisted the calls were legitimate and that if we did not want the directory assistant charges, then we should not make the calls to directory assistance. We were insistent and they did finally credit our account.

We are required to have phone service to get internet service. We would like to receive internet service without having Frontier phone service. We were told this is not possible.

Frontier billing is difficult to understand. When questioning a customer service rep about fees not matching brochure package fees, we received an offer to rebundle for a better deal. It is still too difficult to follow.

We hope to receive better service and competion.

Thank you.

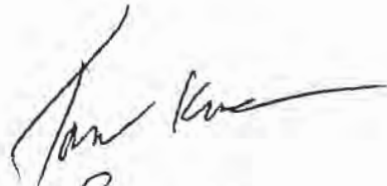
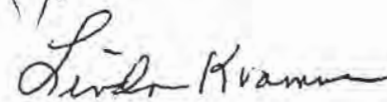
Joseph Kristoff

70754

Enclosed is a letter in part
sent to Frontier Communications
June, 2017 pertaining to ^{Service}
and billing practices.

RECEIVED
FEB 26 2018
MINNESOTA PUBLIC
UTILITIES COMMISSION

From: Tom & Linda KUAMME
1358 4th Ave NW
Milaca, MN
56353

 2-22-18
 2-22-18

IKneedte me @ yahoo.com

To: Public Utilities Commission
Docket # 18-122

page 1 Frontier is the most irresponsible company we have ever had to deal with, the internet has been very sporadic for the past year the tech support I was dealing with even said it has disconnected 50 times, I have documented 10 times since Feb. 26, 2017 to the present which it has been down for a week while we are waiting for a tech to come to our house to fix the problem. When talking to Cynthia customer service representative on 6-1-17 she promised to set us up with a stronger signal Vantage Elite internet. In doing so we received a new router on June 7, 2017. I tried to install it myself but the internet did not work so I called tech support and a representative named Steve was very very helpful. In the process he said the router we received needed a tech to install. In doing some checks he said the DSL line needed work

Page
2

As a result we were promised a tech to come out to the house scheduled for 6 days out (June 12, 2017) trouble ticket number 001273623. He also suggested that we could call to expedite a tech to come out to the house. I called at 7:30 AM the next morning (June 8, 2017) but was told Frontier would get a tech out as soon as possible. No callback no tech.

As of June 12, 2017 we had to cancel 2 appointments scheduled for June 12, 2017, because we had to sit and wait for the tech to show up - not knowing what time to expect his arrival. Would be my suggestion to communicate with your customers waiting for help.

As a result of no internet service my husband has lost wages due to no internet service as he does his work on the computer.

Page 3

My husband is hearing impaired and has the Captel (Captioned Telephone) but as a result of no WiFi connection it is not in service for over a week now.

Page 24

Another expense we incurred was the last time a tech came out to install a new router due to all the outages. We were informed by him that it was our computer that was causing the outages. Not knowing how technology works we hired a computer expert to come to our home and fix our computer which cost us \$170. After doing so the internet went down even more frequently which tells me the problem is something your employees do not know how to fix. After talking to customer service she said she would send a survey as to the service we received but obviously I can't check my E-Mail with no internet service. As a result I am writing this. I will be contacting your billing department as to some credit to our bill pertaining to no internet service resulting in a week of charges for something I never received.

Pertaining to the billing system - the service representative I talked to as earlier mentioned. She told me there would be no charge for the new router and stronger signal titled Vantage Elite. After receiving the new router I tried to install it but it didn't work so another call to the tech support I was told that a tech had to come out to install and program the

Page 5

new router. But the next billing statement showed a charge for router \$165.48, Equipment delivery & handling fee of \$9.99 and an Interdata PIC charge of \$5.50, Vantage Internet Elite charge \$15.00 and tech install \$80.

After tech install the internet still would disconnect sporadically.

At this point we called to cancel our service as of June 16, 2017 (Friday)

On Thursday June 15, 2017 we wake up that morning to no internet service. After calling Frontier we were told they shut us off. I asked why because we were due to shut off on Friday June 16, 2017. I was told someone must have made a mistake and shut off early so they would reconnect for one day. As a result we were never credited all the outages.

We paid our last bill which dated 6-04-17 to 7-3-17 service. Since we disconnected on 6-16-17 I thought we would get a credit. After calling the billing department I was told it takes 3 billing cycles to get it. The next month statement we received in August 2017 showed we owed \$67.07. When I called the billing department she told me they would credit our account because we had already paid the Dish portion of the bill to Dish directly. But the next statement we received Sept 2017 still showed the balance we were billed was \$67.07. Rather than deal with

anyway we paid the \$67.07 on 9-7-17
this whole experience with Frontier was a
nightmare. They made promises of service and
credits to our bill which never happened. Every
call to tech support for the internet outages we
were told it was our line not on their end.
But when we changed to a different internet and
phone service we haven't had any issues of
service or billing whatsoever! So glad to be
done with Frontier.

thank you for your time.

Tom + Linda Kuamme

1358 4th Ave NW

Milaca, MN

56353

lkneedleme@yahoo.com

page 6

From: [Heather Kvale](#)
To: [Staff, CAO \(PUC\)](#)
Subject: FRONTIER service leaves elderly father without land line for over 2 mths.
Date: Thursday, October 04, 2018 9:55:46 AM

P407, 5405/CI-18-122 SHARON ROSEN/AUTHOR

MY ELDERLY FATHER LIVES IN WELCOME MN AND HAS BEEN WITHOUT A LAND LINE FOR OVER 2 MONTHS. FRONTIER EVENTUALLY SENT SOMEONE OUT AND THEY LAYED CABLE, AND HAVE LEFT IT, COVERING 6 ACCESSES TO THE FIELD FOR THE COMBINES TO RUN OVER, FOR A MONTH OR MORE. THIS IS AN URGENT SITUATION AS IT IS ABSOLUTELY NECESSARY THAT HE HAVE A PHONE LINE IN HIS HEALTH SITUATION. PLEASE ADVISE HOW TO PROCEED.

HEATHER KVALE

DHKVALE@GMAIL.COM

3202343501

From: Katherine Lahti
To: [Staff, CAO \(PUC\)](#)
Subject: PUC Docket Number: P407, 405/CI-18-122
Date: Wednesday, February 21, 2018 3:51:26 PM

Dear Sir or Ma'am:

Thank you for your work investigating Frontier Communications' service quality, customer service, and billing practices and for allowing me to comment on this matter.

I have had my share of difficulties with Frontier Communications. They are the only phone service provider in our area (Toivola, in rural St. Louis County). Many neighbors have gone wireless only, but as small business owners we need to maintain a landline. Frontier is also our only option for quasi-passable internet (DSL, but with many periods of service interruption). In my opinion, Frontier takes advantage of this situation. Their pricing is exorbitant. Their customer service and billing practices are worse. A number of years ago, our phone line was so deteriorated that during any measure of rain, the phone would go out. They strung a temporary line across our creek bridge and front yard for nearly a year. We had it elevated on a post so we could mow the lawn. I made many phone calls to find out when it would be resolved and it wasn't until I became impolite that the issue was resolved. A neighbor is enduring the same thing now. In the past couple of years I have had repeated incorrect billings (4 times, if memory serves correctly) where they charged for unauthorized services such as internet listings (which they referred to as "third party charges"). Calling to have the charges removed was an hour-long, rude, and uncertain endeavor each time. This happened most recently in 2016. I called to have the unauthorized charges removed. They kept appearing and I refused to pay the unauthorized charges (and paid the correct portion of the bill). The unauthorized charges built until Frontier threatened to disconnect the phone. Again, as small business owners, that was not a suitable option. They stopped charging but refused to credit the account. I eventually bitterly paid the bill (around \$200) just to be rid of the matter. It was not right.

I'm sure I can locate some documentation related to this if it will serve the purposes of this investigation.

Again, I appreciate your efforts on this matter.

Best regards,

Katherine Lahti
Toivola, MN



Public Hearing Comment Form

COMMENTS ON FRONTIER COMMUNICATIONS' SERVICE QUALITY, CUSTOMER SERVICE AND BILLING PRACTICES

MN PUC Docket 18-122/ OAH Docket 19-2500-3522

This form will be considered as public data. Complete this form and hand it in if you do not want to speak at this meeting, but would still like to provide comments for this docket to the MN PUC and the Office of Administrative Hearings.

First and Last Name Alice Lake

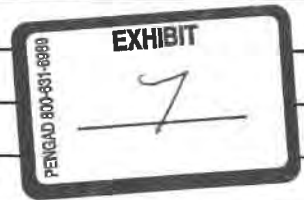
Address, City, State, Zip Code 1353 Award Blvd Wright MN 55798

Type of service – Check for all that apply and write your comments below.

Telephone Service Internet Service Bundled Service
 Billing Product Service Quality Customer Service

Frontier has its wires crossing my bridge on the Tamarack River. Many times after a rain we would have trouble, as the wires lay on the old bridge. The Flood of 2011 or 2012 the line was under water for days.

Pass photos around



Your Signature:

Date:

There is more room for comments on the back of this page.

Bridge over Tannock River



Alice J. Lake
1353 Award Blvd.
Wright, Miss. 38798
218-357-2721



Recent flood Carlton County Phone line Across Tamarack River



Bridge
FRONT

Lake

N



W

E

S



2012

3/20/18

RECEIVED
MAR 23 2018

Attention: Att. General

MINNESOTA PUBLIC
UTILITIES COMMISSION

Dear Sir

We have had Frontier (Phone) for years & years. The phone line lays on our bridge that crosses the Tamarack River. The wires are inside a cracking orange tube. Many times when it rains or floods like we had several years ago the bridge is under water. We can't count the times we have been with out service. I have always told the person I spoke to about these problems & have never known who to contact until I read this in the paper & got an address for you -

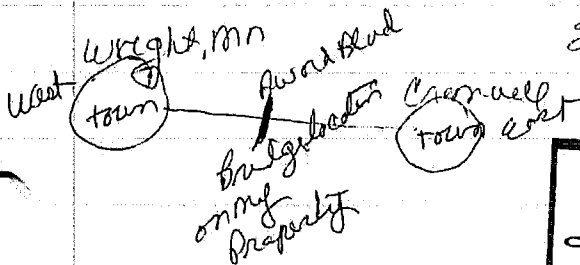
Please take a drive here so I can personally show you this shabby way of phone lines crossing my bridge. I should be compensated for all the years of wires laying on my bridge. You need to see this. Can't posts (overhead) be a better idea? I will wait for your personal reply.

Thank you -

Sincerely

Alice Lake

218-354-2421 (if the phone works!)



Highway 210

L Ms. Alice J. Lake
1353 Award Blvd.
Wright, MN 55798

1 communicated with some of the wolf researchers, and
2 there was one pack, the Sand Lake Pack, known as the
3 Sand Lake Pack by the researchers, there were about
4 six in the pack, usually, five or six. A few
5 members had radio collars that were at the same
6 frequency as our radio phones, and I thought this is
7 it, we've got to do something better than this.

8 So calling at home, watch who's on your
9 party line.

10 JUDGE OXLEY: Thank you, Mr. Brodigan.

11 So did anybody who has signed up to speak
12 not get called?

13 MR. DOUG LANDE: Yes. Doug Lande,
14 L-A-N-D-E.

15 I'm about 40 minutes from town down
16 Highway 2. I guess I've been a customer of Frontier
17 since they were available in my area. And I think
18 some of the stories tonight reminded me of some
19 early difficulties I had and then for a quite a
20 number of years it was okay, no complaints.

21 Then the last couple of years they
22 denied -- no, they didn't deny, they put me on
23 vacation. Hey, this is a story you heard tonight, a
24 vacation and you stayed connected, this is a story
25 you already heard, I may be repeating it somewhat

1 but I'll try and make it short.

2 Okay. So basically you're on vacation,
3 you don't worry, I'm gone for two months a year, and
4 I try and ask for the vacation rate. I don't use
5 the service then, that's something that I think
6 phone companies have always done. So they said they
7 would do it and they ended up billing me the full
8 billing. I called to complain and they said they'd
9 take care of it. They didn't take care it. And I
10 said I shouldn't pay this because you said I was
11 eligible for it, but you didn't give it to me. So
12 they said, oh, we'll take care of it. They never
13 took care of it and they kept billing me late bills
14 and adding other fees, I don't know exactly for
15 what.

16 But so I thought about it for a while,
17 and that was two years ago I thought about it. And
18 I called up and I say what is the reason that you're
19 unable to put me on that vacation rate when you're
20 advertising it as a zero, no hassle vacation rate.
21 And they say, the service people say you're eligible
22 for it, I don't understand it, my computer won't let
23 me do it, let me talk to the supervisor. Oh, okay,
24 you can't do that because you're on the federal
25 lifeline program. Oh, well, that shut me up for a

1 month or two and I'm thinking about that and
2 thinking, oh, the federal lifeline program is
3 supposed to benefit me, not Frontier. So they were
4 saying you can't do that because you're getting two
5 benefits at once. I was told that excuse or lie
6 twice by two different service people separated over
7 time by at least a six-month period.

8 Okay. I'm thinking about it some more.
9 I paid all the bills, all the late fees, blah, blah,
10 blah, okay. So the next year the same thing
11 happens, pretty much the same exact. And I call.
12 And what is the reason that you can't get me on that
13 vacation rate, which your advertisement says you get
14 it with no hassle, a vacation rate for two months
15 out of the year that I do every year, and I did get
16 it for several years, no problem. So the same lies,
17 same excuses. But then I say to a supervisor, oh,
18 well, that's just some lie Frontier taught you to
19 tell me, and they say, oh, okay, yep, that's right.

20 So there was some other lie, but I have a
21 certain amount of anger and I know that the anger is
22 not going to help me express any facts I might be
23 putting up here, even though it's all just from
24 memory.

25 But what was the second line? Oh, we

1 can't give you that rate because you're on a copper
2 line. Oh, really, okay. So I paid up all my bills,
3 I paid the late fees, paid all the vacation stuff.
4 And that's nothing compared to what other people
5 have been through here. The forbearance of this
6 audience surprises me. Some of these people should
7 be publicly strangled, the book should be thrown at
8 them. Jesus.

9 So I did cancel part of it, but I am a
10 hostage because of the difficulty of getting rural
11 telephone service or reliable rural service. I'm
12 investigating it so I can just get totally rid of
13 them. It's disgusting to be consistently lied to
14 over a two-year period. If they had been honest and
15 said something like, oh, well, we're not able to do
16 that or choose not to provide that, okay, that would
17 have been more honest. We choose not to provide
18 that, we choose to give you extra billing fees
19 because we pay our CEOs \$8 million. If they had
20 been honest about it, yeah, I would have understood
21 it. Jesus.

22 JUDGE OXLEY: Thank you, Mr. Lande.

23 Is there anybody else who signed up to
24 speak whose name I have not called?

25 So then is there anybody who did not sign

1 year when he came out that he was told from the
2 heads above him that Frontier was not willing to
3 spend any more money that fiscal year in our area
4 and they would not allow them to build more of these
5 remote boxes that they can place to increase speed
6 for customers. So I just wanted to pass that along.

7 JUDGE OXLEY: Thank you, Ms. Kromer.

8 So at this point I think everybody who
9 wanted to address us has had that opportunity.

10 Just as I did at the close of the first
11 session, I would invite the people who were
12 introduced if they had any comments that they wished
13 to make.

14 Mr. Doyle.

15 MR. GREGORY DOYLE: Greg Doyle again with
16 the Department of Commerce.

17 I did want to respond on the lifeline
18 program issue. And being on the vacation rate does
19 not mean you do not qualify for the lifeline
20 benefit. The lifeline benefit is available, it is
21 only available up to a certain amount, and I, you
22 know, can't say why you received the response that
23 you did at Frontier, but it's one worth following up
24 on.

25 MR. DOUG LANDE: Let me just add one

1 brief comment.

2 JUDGE OXLEY: Mr. Lande.

3 MR. DOUG LANDE: Just a follow-up on
4 that. You'll follow up on that, but I think after
5 everything that has been said tonight, at least in
6 the regional area, I can't say in the whole company
7 is like that, they have taught their employees to
8 lie, to cheat, and to steal. And that's illegal,
9 apparently, so far.

10 That's my comment.

11 JUDGE OXLEY: Would anybody else like to
12 address?

13 Mr. Saville.

14 MR. KEVIN SAVILLE: Thank you, Judge.
15 Again, one last time, Kevin Saville,
16 Frontier.

17 We've heard a lot of frustration tonight
18 from you, our customers. You know, obviously we've
19 done a less than perfect job. Because we do have
20 thousands of employees across the country and, you
21 know, the employees that live here in the community
22 and throughout the rest of Minnesota are working
23 very, very hard to provide good service. We don't
24 always do that, we recognize that, you know. And
25 for that I apologize on behalf of the company.

In regards to:

“Notice of Public Hearing for Frontier Communications Customers”

MPUC Docket No. P407, 405/CI-18-122

OAH Docket No. 19-2500-35222

Public Comments:

I was a long time Frontier Communications (“Frontier”) customer utilizing a land-line for both my basic home phone service and my home internet service. The quality of both services had been deteriorating for many months. When an alternative fiber based broadband internet service became available to our family, we decided to “cut the cord” and go with mobile phones only and the true highspeed internet option (HBC) in late May-2018.

I called Frontier on approximately May 22nd to confirm that we were closing our services with them and switching to mobile phones and an alternate internet service. They instructed me that porting from a landline to mobile phones can take up to a week to fully complete. If I recall correctly it took about 4 days. I asked if there was anything else I needed to do other than to pay the balance of my account through late May and they replied “no, that’s all you need to do.”

June 1st, 2018 I received two separate bills from Frontier. One was for my original account with a partial month’s balance which I promptly paid. The other was for a new balance on a new phone and account number for \$60.26 for a service called “Simply Broadband Max”.

I called Frontier back on June 12th, 2018 concerning this new account (507-248-3320-060118-7) and was told the following:

- The account was created to “ensure I would be able to reestablish internet service in the event I changed my mind.”
- This account was created without my knowledge or consent.
- The bill for this new account has no mention anywhere (not even in small print) as to why it was created. I was concerned that an unsuspecting customer would have paid it thinking it was the final bill of the old account (which probably would have been like “signing a contract”).
- It took 52 minutes to try to resolve this account.
- They also charged me \$9.99 rental for a router that I never physically received.
- They provided the confirmation number 068856193 and stated that this new account would be “cleaned up” and that I didn’t owe anything.

July 1st, 2018 I received yet another bill for this new account. This time I sent the bill slip back to them via post mail with a note stating I had the above mention confirmation number fully closing this account and clearing me of any charges.

August 1st, 2018 I received a third bill for this new account. Now with outstanding payments and interest totaling \$131.52. I again called Frontier and spent at least 50 minutes on the phone getting passed from one department to another when I finally talked

to someone who seemed to care... however she could not fully resolve my situation herself. It had to be reviewed by another department and could take up to a week. This account technician actually called what happened to me "Flaming" (where someone has an account created for them without knowledge or consent).

To say the least, I was angry that it took three long (40-52 minute) phone calls and four long months before I finally received a notice on September 1st, 2018 that the balance had been cleared and the new "Flamed" account was closed. Frontier should have to pay me for my lost 3 hours and significant frustration!

Clean it up Frontier or you'll find yourself out of business because I tell everyone that will listen to run, run as far away from Frontier as they can!

Respectfully submitted,
Thomas Langworthy
Henderson, MN

From: peglash@frontiernet.net
To: Staff, CAO (PUC)
Subject: Docket Number: 18-122
Date: Sunday, April 08, 2018 4:06:57 PM

Re: Docket Number 18-122 - Frontier Communications complaint

On January 15, 2017 I called Frontier Communications to cancel my auto renewal on my internet and phone. As per the information on my bill it states: (As per agreed, your Frontier service includes a 1 or 2 year term commitment with automatic renewal at then applicable pricing and an early termination fee of up to \$400 depending on your bundle of service. Please call Frontier if you have questions about the applicable early termination fee or at least 30 days prior to your renewal date above if you wish to cancel your auto-renewal.) The renewal date on my bill was 02/25/17. When I called I spoke with Kiana and told her that I would like to cancel my auto renewal and not have that any longer. Kiana told me she would cancel it on both the phone and internet and the rate would not change. I did not ask for a special rate; I just wanted the automatic renewal to be discontinued.

In October of 2017 I noticed that there was an automatic renewal date listed of 02/25/18 on my bill! I then called Frontier Communications again on October 27, 2017 to find out why I still had an automatic renewal listed when I had called in January to cancel. I spoke with Anna and after being put on hold a few times she finally told me that I was still under an automatic renewal because the previous customer service rep had to put it in the system that way to get the rate that I had. I told the customer service rep that I was not happy and would not pay any termination fee if I choose to discontinue service in the future as I called and cancelled the automatic renewal in January 2017 and was assured it was cancelled. I asked to speak to a manager and was told that none were available and that one would call me back. I was home all day and no one ever called me back.

I am very unhappy about this situation. I have been a Frontier Communications customer for years and feel this was underhanded and unethical.

Thank you for the opportunity to add my comments to this matter.

Peggy Lashmett & Doug Lashmett
8368 Terrence Street
Babbitt MN 55706
218 827 3789

From: Jamie Lawless <jamielawlesshsg@yahoo.com>
Sent: Tuesday, September 11, 2018 3:29 PM
To: MN_COMM_MarketAssurance <MA.Mailbox@state.mn.us>; Staff, CAO (PUC)
<consumer.puc@state.mn.us>
Subject: Frontier Communications Docket Number 18-122

I have had nothing but issues with Frontier since I began my service, while I was trying to establish my service originally they charged me for a month of service I never had nor was I even living in my place at the time. Finally after 2 months of moving into my new home I was able to establish phone service but was still having issues obtaining internet service. They kept telling me there were no more ports available. They had however sent me a modem before they had cancelled my order. I plugged in the modem and it worked. It was not until I called to change my phone number to unlisted and unpublished that they realized I was getting internet service through them (Frontier) at that point they disconnected my service. I called to find out why my internet had stopped, they said it was because I changed my service but it would be back on shortly and they did finally turn it back on.

Then I received an email from Frontier and I have attached a copy of it, which it states it's time for the upgrade as well as a copy of my bill showing when I made the change after I had been guaranteed I would receive the \$100 gift card as it was new internet service.

When I upgraded to a new service they told me I was going to get a \$100 gift card, 1 month later I called back to check the status and they said it takes 90 days to send it out and it would come via email. I called back again and this time I was told that because I had not paid my bill in full I was not getting the gift card even though I had been paying my monthly premium in full the whole time.

I was misled by Frontier to upgrade, saying I would be saving money and would have faster internet service and would receive a \$100 Amazon gift card, I had a previous balance that I had been paying on and never once did they say I had to pay it in full.

This is clearly a bait and switch issue, I had been in the Broadband Max at a Price of \$13.99 per month. I switched to the new Internet Service of the Broadband Ultra. This service WAS NOT available in my area until February 2018.

The Broadband Ultra IS new internet service at the cost of \$32.99 per month and I should receive the gift card that I was told I would receive, not only once but twice told. After I did not receive the gift card right away I called to inquire as to its status. I was told by a 2nd Frontier employee (March 15th) that I had to wait 90 days then they would issue me my gift card. Now they are denying me what is owed to me. I'm

trapped in a 2 year contract paying more for the same crappy service, the speed did not increase only my monthly premium.

I have contacted the FCC and The BBB. Frontier intentionally mislead me into upgrading with the false promise of saving money, faster internet service and the promise of receiving a \$100 Amazon gift card.

Thank you

Jamie Lawless

26161 Nicolai Ave

Cannon Falls, MN 55009

507-263-2303

RECEIVED
APR 19 2018
MINNESOTA PUBLIC
UTILITIES COMMISSION

Dear sir,

I am writing to complain about the poor telephone service that we have received from Frontier. On Mar. 23rd our phone went on the blink. With the weekend on us it was no use calling to get it fixed. On Monday Mar. 26 we called Frontier. On Thursday my brother who is 96 years old said we got to get it fixed. Called again they said we will fix it Apr. 5th. Finally on Apr. 4th they fixed it. The fellow that fixed it was very help full. He fixed it soon after noon and stopped again in the evening to check if it was working. The repair man said that they did not let him know to fix it. Seems with Frontier the right hand does not know what the left hand is doing. I have a cell phone, but when I left the house my brother who is 96 had no way to call in a emergency. There is no excuse for such poor service. If Frontier can not provide the service lets get some one who will.

Thank you
yours truly
Victor Leppke
2364 340th. St N.
Minnesota, MN. 56264
320-855-2482

From: Kent Lorentzen
To: Staff, CAO (PUC)
Subject: Investigation into Frontier Communications
Date: Monday, April 30, 2018 6:53:26 PM

Here is a list of the most recent repeated issues I have had with Frontier which include repeated outages and downtime plus slow (to the point of useless) internet speeds on many occasions. I am also including the results of the more recent results from speediest.net.

Thank you,

Kent Lorentzen
62817 Great River Rd.
Jacobson, MN. 55752

5/29/17

- Called to report no Dial Tone or Voice service. DSL and Internet were still working.
- Service was restored after 2 weeks of outage.
- Called and asked for a credit on my bill. A \$24.58 credit was applied.

8/17/17

- Called and reported DSL out.

8/27/17

- 10:15 am - Called to report DSL out.
- Placed on hold.
- 10:28 am - Was disconnected.
- 10:29 am - Called again and placed on hold.
- 10:41 am - Connected to a person to report problem.
- 10:43 am - Disconnected again before completing report of problem.
- 10:44 am - Called again and placed on hold.
- 10:59 am - Connected to a person and was finally able to report problem.

9/16/17

- Called to report Internet was down.
- Repair Service was scheduled for 9/23/17 (One week)
- Internet was up for short intermittent times and would then go out again.
- 9/23/17 - Repair Service did not show up.
- Internet came back up on 9/25/17 after Repair Service finally got to the problem.

1/18/18

- Called to report no Dial Tone or DSL. Was told it would be January 17 before repair service could get to the problem.
- Service was restored the next day as many more people reported the outage.

Speedtest.net Results

IP_ADDRESS	TEST_DATE	TIME_ZONE	DOWNLOAD_MEGABITS	UPLOAD_MEGABITS	LATENCY_MS	SERVER_NAME	DISTANCE_MILES
50.107.47.69	03/01/18 10:57 PM	GMT	0.82	0.22	67	Duluth, MN	50
50.124.195.41	03/22/18 12:18 AM	GMT	0.11	0.08	149	Duluth, MN	100
50.124.195.41	03/22/18 02:27 PM	GMT	1.25	0.22	58	Duluth, MN	100
50.124.195.41	03/22/18 06:57 PM	GMT	0.97	0.13	61	Brainerd, MN	50
50.124.195.41	03/22/18 06:59 PM	GMT	0.77	0.21	58	Brainerd, MN	50
50.124.195.41	03/22/18 08:32 PM	GMT	1.25	0.22	66	Brainerd, MN	50
50.124.195.41	03/24/18 07:09 PM	GMT	1.23	0.21	61	Duluth, MN	100
50.124.195.41	03/26/18 10:56 PM	GMT	1.19	0.19	61	Duluth, MN	100
172.76.60.91	03/29/18 01:01 PM	GMT	1.23	0.22	63	Duluth, MN	150
172.76.35.11	04/12/18 11:37 PM	GMT	1.22	0.22	58	Duluth, MN	100
50.107.37.64	04/20/18 06:06 PM	GMT	1.22	0.22	61	Brainerd, MN	150
50.107.37.64	04/26/18 02:44 PM	GMT	0.44	0.21	98	Brainerd, MN	150
50.107.37.64	04/26/18 03:09 PM	GMT	0.43	0.22	61	Bemidji, MN	150
184.11.7.136	04/29/18 02:43 PM	GMT	1.17	0.22	63	Duluth, MN	50
184.11.7.136	04/30/18 02:04 PM	GMT	0.69	0.22	166	Duluth, MN	50
184.11.7.136	04/30/18 11:23 PM	GMT	1.08	0.21	66	Brainerd, MN	50

From: Ricky Lough
To: [Staff, CAO \(PUC\)](#)
Subject: Reference # 18-122 " Frontier Communications"
Date: Thursday, March 01, 2018 12:25:07 PM

Hello,

I was over joyed to read the article in my local paper, about how there is going to be an investigation into Frontier Communications and their terrible service. This is surely long over due.

We have experienced nothing but troubles always with our internet service and sometimes even our phone. The internet service is the main problem. If the internet is not working at all, then it works sparingly and super slow most times. One never knows if it will work day to day and surely one can not rely on it for anything important. I have choose to never rely on it to pay any bills online, and my family has had to choose not to dare take any online educational courses, knowing that the reliability is not there. This caused many troubles through the years when my children were in High School and trying to do any home work online as well, and continues to cause us grief as my daughter now attends college and can not rely on our internet at home.

Through the past years when there has been trouble, I make a call to Frontier and the first problem is that when you talk to someone, you are speaking to a person in another state always!! First and foremost, I feel this type of service is just plain wrong. It is hard to try and communicate a problem when one is talking to someone in New York or where ever, about a problem that exists in Minnesota. After this ordeal always, then it takes the next day or longer for anyone to come out and look into a problem. There has been times we have been out of service for days and even weeks, believe me. After a problem is so called - " fixed", the internet may be working again for awhile but the speed of it of being slow, still exists always. The speed seems to run well for a little while, while online then drop down to a crawl. This problem is daily always.

I realize I live in a rural area but when a person drives around in a vehicle, in our area and see's the posts and connections leaning over and temporary lines strolled out or hanging everywhere, this is inexcusable. I have been told that Frontier contracts their work out that needs digging or burying. This surely is not right either. Then to top it off, I have seen these post connections leaning for years and years. So obviously the supposed contract work is not getting done in a timely matter either. I could take pictures on end around our area and show you all these broken down connection posts and the temporary wire all over. The first picture would be the post connection right across my driveway, that serves our house. When I called to report that problem it was not straightened out and fixed correctly. Surely the temporary wire they string out is not safe as well. Private land owners should not have to put up with a temporary wire or line through their yard, driveway, field, etc.. Then it is so unsafe besides. All it would take is a teenage child to go out bird hunting one day and to trip on a line. Just think!.... The safety should be the # 1 concern for Frontier to start getting things done and done right! Before any such terrible thing does happen.

I have talked to some of the local workers personally and most of the workers always say that their job locations can very day to day and during the day. This is another problem. How can any of them get multiple jobs done in one day when their worker is going to one town then onto the next what they call " trouble ticket " that may exist in another town 35 miles away. Then onto the third job going back to or close to where they left the first time. The workers have told me that they work this way and report to problems that come in order. This makes no sense at all. Sounds much like a lot of windshield time to me, wasting a lot of their day driving around with less work that could be done in a day of course.

SOMETHING NEEDS TO BE DONE PLEASE..... Frontier needs to change their ways indeed. One can talk to anyone around here and EVERYONE says that Frontier sucks! This is the absolute truth. They need to change and change fast and need to get things fixed right IMMEDIATELY.... Or better yet sell the company to another company that insure's the service people are paying for.

Thank you for your time.

Richard Lough
12332 Graff Rd.
Wright, MN 55798

Ph. 218-357-0927

From: Mary Lunde
To: [Staff, CAO \(PUC\)](#)
Subject: Frontier Communications docket # 18-122
Date: Saturday, February 17, 2018 12:39:51 PM

Frontier communications is a awful company to deal with. There customer service is terrible, and internet service is not good. I live in the country so I am limited to what I have available. I get intervned about half the time it keeps coming and going. I tried cancelling my phone service, and was told I was in a contract, and if I broke it I'd have to pay x amount of dollars. I told them I never signed a contract, and they said by paying my bill in December I was contracted in for 3 more years although they never sent me anything to that fact. I e had it with frontier and if I could I would go elsewhere but unable to. Please help the consumers who deal with Frontier Communications.

Thank you

Mary Lunde
Rosemount, MN

From: Rosemary Maki
To: Staff, CAO (PUC)
Subject: Frontier Communications
Date: Sunday, February 25, 2018 8:37:13 AM

Hello,

I have been a customer of Frontier for 27 years. Over this time we have had lousy phone service. The lines have a humming so loud it is sometimes impossible to have a conversation. We have called Frontier repeatedly asking for help. Even the repairman has told us he can't get rid of the humming. Our phone lines are 50+ years old according to a friend who worked for the former GTE.

Our internet is down at least once a week. It has slowed in the past year to something close to the old dial up.

We are frustrated because we have no alternative to this substandard service!!

Please help!

Alan and Rosemary Maki
8974 Bear Island Cabin Drive
Babbitt MN 55706
218-827-3634

From: Bud Kosin
To: [Staff_CAO \(PUC\)](#)
Subject: Frontier Communications hearing 9/25/18
Date: Tuesday, September 25, 2018 4:09:54 PM

Hi. I received notice that there was a hearing or meeting in southwestern Minnesota regarding Frontier Communications, today. I got the notice yesterday via e-mail from Frontier so I did not have a chance to make plans to get to the meeting (nearly 3-hours away) to find out what it is all about.

I have been having trouble with their billing my company for 411 calls that are not being made by my company (which is closed at 2:49 AM when some of these calls are supposedly being made). This has been an ongoing issue with Frontier since February of this year, it may have been going on longer but it was only noticed that the call times on the 411 operator assisted calls were being made when the company is locked up with security alarm set for the night, in February. Also in February was a whole bunch of 3 way calling charges that took 3-4 months to stop those by eliminating the feature from our business line.

In dealing with their phone or live chat representatives, they tell me that they cannot block 411 calls from being made from my business numbers by some sort of federal mandate nonsense. I can prove that our company was closed with our security reports from our security company at the times these calls are being made.

Is this meeting/hearing in regards to these issues? If so, can a person get a live feed from the hearing to watch on the internet or on You-Tube later? Or a transcript?

Can you look into the issue of the 411 calls being made from one of my business lines with them to get it corrected and stopped once and for all? It was initially thought that one of our lines was crossed outside of our business someplace but they could never find where. And I have nothing but their say so that they even looked for it. I have documentation of dealing with them with these issues if needed.

Thank you for your assistance in whatever way possible.

Cordially,

Lisa McDonald
Bookkeeper

Heartland Partners Inc
Heartland Tire & Auto
17311 Kenrick Ave
Lakeville, MN 55044
952-898-2886

Commission Inquiry into the Service Quality, Customer Service, and Billing Practices of Frontier Communications | CI-18-122

Closed May 25, 2018 · Discussion · 165 Participants · 4 Topics · 224 Answers · 4 Replies · 141 Votes

for a while, so I know the infrastructure was capable of giving me that speed. But then service would be spotty, with most days having much slower speeds, especially for upload speed. About every 2 years, I had to call and have a service man come out, and I'd ask him to check that setting. And yep, more than once it needed to be reset. A few months ago, we did upgrade to the 12 mbps plan because we started occasionally streaming movies. So far, when I go onto speed test websites, it seems to be ranging between 8 - 9 mbps... not 12, but better than we used to get. However, we can not be doing something on the internet (like downloading updates on our phone through wifi) while streaming a show. With 12 mbps, or even 8, we should be able to. So the speed and service is still lacking and is not up to the quality I am paying for.

Kathleen McCann · Citizen · (Postal Code: unknown) · Mar 07, 2018 11:47 am

 1 Votes

Re: Docket #18-122

I am writing to file a compliant with the PUC regarding the poor internet service from Frontier Communications. I am a dentist and I live in rural Watertown Township in Carver County, only 40 minutes west of downtown Minneapolis. Frontier Communications is my only option for internet. Despite my close proximity to the city, my internet service is worse than dial-up. I am charged for "DSL High Speed Broadband" on my monthly bill, but my download speeds are only averaging 2.0 Mbps and the upload speeds average 0.28 Mbps. I am not able to stream any video, and as a dentist I am not able to email dental X rays. It took me 47 minutes to upload one small photo to Facebook recently.

In addition to the poor speeds, there are frequent "drops" every day. The technician from Frontier measured an average of 20 service drops per day on my internet line, and one day the service dropped 400 times! Outages of several days are common.

The most recent Frontier internet outage began last Saturday, March 3 and today (March 7) there are at least 27 households in my neighborhood still without internet service. Frontier is telling us it might be another week before we have any service. This is unacceptable, especially since many of these 27 Frontier customers are running their businesses entirely from home. Calls to Frontier, when finally answered after sometimes 40 minutes on hold, are ineffective. The technician told me "Frontier is not putting any more money into their MN and WI markets, and no improvements will be made. They are putting all of their dollars into their east coast markets and just letting MN and WI go."

Kathleen McCann DDS

Shellie Metzler · Citizen · (Postal Code: unknown) · Mar 07, 2018 8:07 pm

 1 Votes


In July and August 2016 I spent over 20 hours and many phone calls to order service at my new home in rural MN. Neighbors on both sides of me and all around said they had Frontier; however, Frontier's records indicated they did not service my home. After several more phone calls I was able to order service, both telephone and internet at 6mbps. I was given a confirmation number, telephone number, email address, and a date and time the service would be activated. On September 6, the activation date, the phone/internet was not activated. I called to inform Frontier and they said they could not

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activate because there were no lines for the internet. I changed the order to a flat line installation (telephone only), the order confirmed with an activation date of September 14. Again, the service was not activated and I followed up with a phone call to Frontier customer service. I was then told there were no services available. Some neighbors said that I should call and stay on a "waiting list" for a telephone line because there are not enough lines to service the area. I called again on September 28 and was put on a waiting list for a flat line (regular telephone line) and was told it may be 1 to 2 months. When I called back on November 23, because I had not been contacted, I was told my order was cancelled because there were no ports available. I resubmitted the order on November 23. Still not hearing anything I tried again in February 14, 2017. Again, there was no record of my order or being put on a waiting list and was sent to the "Assignments Department". I was told to call back in 72 hours. All I wanted was a telephone so if I had to call 911 in an emergency I could. Needless to say when I called back on February 17 they had no answer and needed to keep checking. On March 7, I was promised a hook up on March 10. March 10 no service- called and was told there was no service in the area. On March 13 tried for phone service again and was told that when a port opened for internet service it would be added. Again the service was not activated and my order had been deactivated in the Frontier office and they did not notify me. On April 11 I was told Frontier does not have the facilities to provide me with service. However, I came upon the Technical Supervisor's phone number for the area, called him, and it was confirmed there were cable pairs in the road. However, between April and July/August and several more phone calls, nothing was still done. In July/August I was contacted by a Technical Supervisor who could not believe I still did not have telephone service. The Technical Supervisor told me there are ports available for a telephone and I should call in and schedule installation/activation. Finally in September I had a telephone. Shortly thereafter I had internet (Broadband Ultra-12 mbps) activated. However, I could not hear when on the phone because of the static and party-line. Also, each time the phone rang the internet would go off line. This took many calls and several "service" calls and still the issue continued. I am receiving, if lucky, 1.2 mbps. Last week within two days the internet dropped over 100 times. Dropped service and slow internet speeds are everyday occurrences. I should not be charged for the 12 mbps because I have never had it. I should not be charged for the 6 mbps because I do not get that either. This is very frustrating as I operate a small business and depend on the internet. I believe Frontier is not providing adequate service to this area; they are overcharging customers because the speed of the internet is not much more than dial up. What I do not understand is how companies are allowed to be the only carrier in an area, provide next to no service with next to non-existent infrastructure and allowed to charge top dollar. The techs that come out are all great and are just as frustrated as I am with the existing infrastructure. I believe the customer service representatives do not know what happens in the field and just told me what I wanted to hear so they could reach sales quotas or something of that nature. Frontier is my only affordable option for internet. Thursday March 1 and Friday March 2 that I know of for certain, the internet was down in the local town. Folks could not purchase gas with credit cards. Friends in the area are continually being dropped and have difficulty downloading/uploading. Many people in the area are on a first name basis with Frontier staff because we are consistently having to call in for service. My daughter and son-in-law also have Frontier just outside the metro area. They have the same issues, slow speed and constant drops. Last spring their internet went down and Frontier could not/did not fix it for 10 days. This happened on more than one occasion with another taking 14 days. It seems to be a "company-wide" issue focused on rural/non metro areas.

Shellie Metzler · Citizen · (Postal Code: unknown) · Mar 07, 2018 8:07

pm  1 Votes

In July and August 2016 I spent over 20 hours and many phone calls to order service at my new home in rural MN. Neighbors on both sides of me and all around said they had Frontier; however, Frontier's records indicated they did not service my home. After several more phone calls I was able to order service, both telephone and internet at 6mbps. I was given a confirmation number, telephone number, email address, and a date and time the service would be activated. On September 6, the activation date, the phone/internet was not activated. I called to inform Frontier and they said they could not activate because there were no lines for the internet. I changed the order to a flat line installation (telephone only), the order confirmed with an activation date of September 14. Again, the service was not activated and I followed up with a phone call to Frontier customer service. I was then told there were no services available. Some neighbors said that I should call and stay on a "waiting list" for a telephone line because there are not enough lines to service the area. I called again on September 28 and was put on a waiting list for a flat line (regular telephone line) and was told it may be 1 to 2 months. When I called back on November 23, because I had not been contacted, I was told my order was cancelled because there were no ports available. I resubmitted the order on November 23. Still not hearing anything I tried again in February 14, 2017. Again, there was no record of my order or being put on a waiting list and was sent to the "Assignments Department". I was told to call back in 72 hours. All I wanted was a telephone so if I had to call 911 in an emergency I could. Needless to say when I called back on February 17 they had no answer and needed to keep checking. On March 7, I was promised a hook up on March 10. March 10 no service- called and was told there was no service in the area. On March 13 tried for phone service again and was told that when a port opened for internet service it would be added. Again the service was not activated and my order had been deactivated in the Frontier office and they did not notify me. On April 11 I was told Frontier does not have the facilities to provide me with service. However, I came upon the Technical Supervisor's phone number for the area, called him, and it was confirmed there were cable pairs in the road. However, between April and July/August and several more phone calls, nothing was still done. In July/August I was contacted by a Technical Supervisor who could not believe I still did not have telephone service. The Technical Supervisor told me there are ports available for a telephone and I should call in and schedule installation/activation. Finally in September I had a telephone. Shortly thereafter I had internet (Broadband Ultra-12 mbps) activated. However, I could not hear when on the phone because of the static and party-line. Also, each time the phone rang the internet would go off line. This took many calls and several "service" calls and still the issue continued. I am receiving, if lucky, 1.2 mbps. Last week within two days the internet dropped over 100 times. Dropped service and slow internet speeds are everyday occurrences. I should not be charged for the 12 mbps because I have never had it. I should not be charged for the 6 mbps because I do not get that either. This is very frustrating as I operate a small business and depend on the internet. I believe Frontier is not providing adequate service to this area; they are overcharging customers because the speed of the internet is not much more than dial up. What I do not understand is how companies are allowed to be the only carrier in an area, provide next to no service with next to non-existent infrastructure and allowed to charge top dollar. The techs that come out are all great and are just as frustrated as I am with the existing infrastructure. I believe the customer service representatives do not know what happens in the field and just told me what I wanted to hear so they could reach sales quotas or something of that nature. Frontier is my only affordable option for internet. Thursday March 1 and Friday March 2 that I know of for certain, the internet was down in the local town. Folks could not purchase gas with credit

cards. Friends in the area are continually being dropped and have difficulty downloading/uploading. Many people in the area are on a first name basis with Frontier staff because we are consistently having to call in for service. My daughter and son-in-law also have Frontier just outside the metro area. They have the same issues, slow speed and constant drops. Last spring their internet went down and Frontier could not/did not fix it for 10 days. This happened on more than one occasion with another taking 14 days. It seems to be a "company-wide" issue focused on rural/non metro areas.

Frontier - I am a 83 old ^{August 22} widow who
has long had heart failure and I wear
a life alert - (always)

I have just spent 15 days without
my phone - July 1-18 then it was fixed for
6 days - then another 10 days without
it for a total of 31 days

I got not satisfaction at all from
Frontier - only an idea ticket as to when
it would be fixed. - The ticket was given on a
Saturday and your headquarter pulled it on
Monday because of some test you ran on my
phone - even tho my phone had no rssi tone
and everyone who tried to call me got a busy
signal telling them my line was busy

The local repair man was wonderful but I
realized that all the help for me had to be
scheduled by the "higher ups"

I am very very unhappy with your
Company

Theresa Miklausich
Amor, NJ 08918

From: Karen Miller
To: [Staff, CAO \(PUC\)](#)
Subject: Frontier communications
Date: Wednesday, March 21, 2018 9:24:39 AM

I understand that this is where I can submit my complain on Frontier Communications.

I have been forced to have Frontier Communication for the last 12 years. I live in rural Minnesota and I don't have any other options except for satellite which is also spotty service. I have been told by Frontier to buy a lot of equipment for my house to assure that I get service and that fails I was on the phone constantly.

At one point last summer I was so fed up that I filed a complaint with the FCC. They contacted Frontier and Frontier called me to tell me that the service I'm getting is the best they can so because the equipment on our road is antiquated and they will not replace until they get a grant. Basically I am stuck paying for service which is spotty at best. Unless I go on the internet after midnight I'm unable to use the internet.

When I was making complaints every day I asked for the records of all my complaints to be sent to me because the manager would not get on the phone and explain to me why there are so many issues. The manager told the customer service representative I was speaking to that they are not allowed to give me the records on my account because they own them. While I was talking to the customer service representative she said "OMG, your records are being deleted." I asked how that could happen and she stated she didn't know. This is what prompted the complaint to the FCC because no one else would help me.

My entire road is very bad service to the point that some neighbors back up the Frontier by having Frontier and another satellite service. At this point I don't know what else I can do. I can't even file my taxes electronically or read emails or surf the internet because my service times out. My son is in high school and is unable to do his homework at home due the internet issues we have. It is so bad that I have to wait until after midnight to use it in the hopes that I get some service.

I had been told by a neighbor that they had submitted a claim to Secretary of State years ago and was told they could do nothing because the Frontier corporate office is in Florida.

The business that I have in Garrison also has the same problems. This affects running of our business.

Anything you can do to help us in Northern Minnesota would be greatly appreciated.

Sincerely,

Karen A. Miller
763-360-5470

ExchangeDefender Message Security: [Check Authenticity](#)

1 say. In close, I would say, and I have told our reps
2 this over the years, that it's -- dealing with them is
3 the most frustration I've ever had with a company,
4 especially a regulated service provider. So thank you.

5 JUDGE OXLEY: Thank you, Mr. Thibodeau. Dean
6 Dally on Furuby Road in Taylor's Falls? No? Elizabeth
7 Mohr?

8 MS. ELIZABETH MOHR: Hi. My name is
9 Elizabeth Mohr. The last name is M-O-H-R. I am out in
10 Scandia. I've been working with Steve in Scandia to
11 get real internet. I have been a Frontier customer
12 since 2005 sadly.

13 So for about 10 years, we paid for 6
14 megabytes down, 3 megabytes up. The best we would ever
15 get is 1.5 and .02 for about 10 years. I now work from
16 home full-time. So when our internet goes out in
17 Scandia, I can't do my job. I'm 24-hour on call
18 support for application systems. And so every time it
19 goes down, I, like many others, have to pop up a mobile
20 hot spot or go sit in a parking lot at Scandia
21 Community Center, over by the church, to get wifi to do
22 my job.

23 They recently -- we were part of the CAF
24 grant. We were part of the area that was -- got the
25 CAF grant that improved Frontier's internet and phone

1 service. So I have a bundle. I have both. My home
2 line has never really been useable. So when I moved
3 out there, they said, Well, the house is old, mice have
4 chewed the lines, you need to replace the line. My
5 husband and I did that. We cut the lines in the house
6 from where they came in the house. We ran brand new
7 lines to one phone in the house, not multiple wireless,
8 not multiple cordless. One wired phone. And we have
9 never actually been able to successfully use our house
10 phone without significant static, so on and so forth.
11 It sounds terrible. One time the school tried to call
12 me because one of my children was sick at school, and
13 they thought my line was disconnected so they couldn't
14 get a hold of me for three hours while my child was
15 sick at school.

16 Like I said, we got the CAF grant. I'm in
17 the area now where I get 25 megabytes down, 3 megabytes
18 up. That's the guaranteed rates. I do actually get
19 those rates. My husband and I did the math. We found
20 it took us 47 of our hours on the phone with Frontier
21 to get that service, even though they sent us a flier
22 that said you should be able to call and get it. So 47
23 hours on the phone of our time, six tickets, five of
24 which were closed with no answer. They never showed
25 up. I would call. I have two DSL lines to ensure I

1 actually can work from home and that I have phone
2 service. Both of them have a hard-wired phone line on
3 them as well. They canceled my lines before they came
4 out to install the new service and then had the gall to
5 tell me I would not be able to get service because
6 there were no ports available.

7 So to say the least, I got escalated quite
8 high in the food chain there. This was after talking
9 to Tom Muhr from Frontier, the local rep, with the
10 Scandian Internet Community Service survey. To say
11 the least, I got escalated rather high because they
12 canceled my service before they came to install my
13 service, but I didn't ask to cancel. I actually had
14 three guarantees they would not cancel my phone and
15 internet until the new service itself was in place.

16 The problem was actually solved by our local
17 technician who was so tired of coming out to my house
18 for them canceling my service, wrecking the line. He
19 installed the new service without authorization, sat in
20 my house for five hours on the phone with their
21 customer service rep to get it figured out after he
22 already installed it. This was after it took him five
23 weeks to get access to the local communication's note
24 they had just installed so that he could do this work.

25 So I mean, to sum everyone's point up, we've

1 all seen it. We've all seen lost tickets, both for the
2 phone and internet. My phone was out for 12 days.
3 They never came out to fix it. They just are working
4 one day, and I call and I said, Oh, do I get a credit?
5 They said, No, we don't a ticket that shows your
6 service was out so we can't give you a credit.

7 So I mean, again, I've been a customer since
8 2005. If I lived one mile south, I could get Midco,
9 cable TV, 100 megabyte service up and down for \$30 a
10 month. I have 25 meg service, three down -- or, 25
11 down, 3 up on two dual-bonded lines, and I pay \$95 a
12 month. That is just my internet. That is not the
13 additional \$45 for my phone, and then all the extra
14 charges. At one time, they had the gall to charge for
15 citywide wifi that I could access anywhere that didn't
16 exist. They said, No, you can go anywhere in Scandia
17 to get the wifi and hop on. And I, you know, got to
18 call them on that, said it doesn't exist.

19 So, you know, everyone's point here. We're
20 all a little tired of it. Like I said, 47 hours on the
21 phone time, time off of work, time at home waiting for
22 them. You can get better service from them but you
23 have to be willing to put up a fight. I have been hung
24 up on, probably in the last 13 years, probably 200
25 times. When I would call and say, I have an issue with

1 your network, they wouldn't believe me. Between my
2 husband and myself, we have 20 years of network
3 administration. We could ping to their system and tell
4 them where the problem was failing and they wouldn't
5 believe us, and they would hang up on us. So clearly,
6 Frontier has a problem.

7 You can't usually separate your phone and
8 internet any longer with Frontier. They only allow
9 VoIP phones for most of us. If you upgrade your
10 service, your phone is tied to your internet. No
11 internet, no phone. So thank you.

12 JUDGE OXLEY: Thank you. Patricia Determan?
13 Patricia Determan. Josh Tulp. Josh Tulp. Dominic
14 Pedro.

15 UNIDENTIFIED SPEAKER: Went already.

16 JUDGE OXLEY: Okay. Debbie Hoppe.

17 MS. DEBBIE HOPPE: Hoppe.

18 JUDGE OXLEY: Hoppe, sorry.

19 MS. DEBBIE HOPPE: No problem. Debbie,
20 D-E-B-B-I-E, H-O-P-P-E, and I'm from Stacy.

21 I want to start out on a positive note
22 because I was spoiled. I would call Mr. Tromley [ph],
23 the district rep at the time, who took care of all my
24 issues, and I had a ton of them. And then I had this
25 wonderful guy named BJ, my Frontier tech who literally

1 MR. TERRY KIELTY: Sure can. It's
2 January, February, March, and April. It's just the
3 part that pertains to the Internet up on top there.
4 So you can have those.

5 JUDGE OXLEY: So we'll mark it as
6 Exhibit 30.

7 MR. TERRY KIELTY: Good. I'm good.

8 JUDGE OXLEY: Okay. Thank you for your
9 testimony.

10 Mr. Paul Neubauer.

11 MR. PAUL NEUBAUER: Paul Neubauer from
12 Apple Valley, N-E-U-B-A-U-E-R.

13 My wife and I live in Carrollton Estates,
14 we're about a block south of the Apple Valley High
15 School as the crow flies.

16 I'll start out with a service issue we
17 have with our phone. I'm just going to read this
18 through real quick because this is kind of like
19 background, my background information.

20 Service call conundrum. On about
21 August 9th we were notified by our son that our home
22 phone wasn't processing through our incoming calls.
23 We had a large orange tag from Frontier placed on
24 our front door that we thought had something to do
25 with the phone line, but it didn't specify what.

1 I spoke to six different women from
2 Frontier that day trying to get anyone to issue a
3 work order for a technician to come out to our home
4 and test the phone line. Having been passed back
5 and forth between Frontier staff, I finally got them
6 to generate a work order. About four hours of my
7 time was wasted that day, when all it should have
8 taken is one phone call and a few notes inserted in
9 a database. It appears common sense went right out
10 the window here.

11 JUDGE OXLEY: Mr. Neubauer, was this
12 August of 2018?

13 MR. PAUL NEUBAUER: Yes.

14 JUDGE OXLEY: Thank you.

15 MR. PAUL NEUBAUER: August 9th.

16 Okay. The technician that came out
17 didn't know anything about the orange Frontier tag.
18 Stayed only about ten minutes and said he would have
19 to make a short stop at the office. After he
20 returned I asked him what caused the problem and he
21 said there was a switch or a setting that was wrong
22 at the office. This was proof of what I've been
23 telling him from the beginning, that nothing had
24 changed inside our home in the last 24 hours and
25 incoming phone calls were getting what sounded like

1 a dead line, no dial tone. Whether human error or
2 equipment malfunction, when it comes to phones,
3 consumers expect reliability. Especially in town.

4 The second part of this is about the
5 billing. The billing bungles. In early July, I
6 noticed that my Frontier bill had appeared to have
7 gone up to \$105. It was previously 92.35. I called
8 a Cory in billing on July 19th. He examined my
9 account and lowered my payment back down to 92.35.
10 He assured me my monthly price would remain about
11 \$90 because of a new everyday Internet price.

12 Within two months I received an email
13 with the wrong total of \$106. On about
14 September 13th I called the billing department and
15 was informed that Cory left little information in
16 the database and my bill would remain at \$106
17 because my Internet discount expired. We currently
18 are paying \$106 per month for basic phone service
19 and mediocre Internet, 12 megabits. About 50 of
20 this just for Internet.

21 Frontier might want to think about not
22 pulling this game of crediting a person's account
23 and just charge them a competitive and accurate
24 amount the first time. Consumers are tired of
25 having their brand loyalty disrespected by new

1 customers paying a lower rate than long-term
2 customers.

3 That's all I had. Thank you.

4 JUDGE OXLEY: Thank you, Mr. Neubauer.

5 MR. PAUL NEUBAUER: Thank you.

6 JUDGE OXLEY: Mr. Tim Coe.

7 UNIDENTIFIED: He just stepped out for a
8 minute.

9 JUDGE OXLEY: We'll come back to him
10 next, then.

11 Judy Hamlin and Pete Hamlin.

12 Welcome, Ms. Hamlin.

13 MS. JUDY HAMLIN: Thank you.

14 I'm Judy, J-U-D-Y, Hamlin, H-A-M-L-I-N.

15 I live in Farmington, I guess kind of the triangle
16 of Farmington, Lakeville, Apple Valley.

17 So we've been in Minnesota for six and a
18 half years, from Iowa. And so we were in Mound the
19 first five years and we had Internet problems there,
20 which I was told to fix through the router, the
21 modem, and was able to do that. Basically, I would
22 have to fix it every time we had intermittent for
23 our Internet. However, when we came to -- and we
24 also had a landline there and we didn't have any
25 problem with that.

1 I think that's about it. Just that when
2 the line is down, it's oftentimes down for several
3 days.

4 Recently a neighbor who moved in down the
5 road dug in a propane line and cut the Internet line
6 mistakenly, and it took about six days, I believe,
7 for all of us to get Internet again, which to me
8 also seems slow, it took an awfully long time being
9 it was reported right away.

10 I think that's about all I have.

11 JUDGE OXLEY: Thank you for your
12 testimony, Ms. Lund.

13 MS. CATHY LUND: Thank you.

14 JUDGE OXLEY: Wayne Nierenhausen.

15 MR. WAYNE NIERENHAUSEN: My name is Wayne
16 Nierenhausen, N-I-E-R-E-N-H-A-U-S-E-N.

17 I've been a customer of Frontier's for
18 approximately five years. I live in the southern
19 Lakeville area and the service that I get from them
20 is Internet.

21 I am a quarter mile away from their hub
22 that they have in Lakeville and I've done several
23 speed tests and I'm getting about 500k per second,
24 which I pay for five megabytes per second. Internet
25 drops multiple times a day. It's inconsistent and

1 we've had techs out to our house multiple times over
2 the past five years.

3 In the past, I would agree with pretty
4 much everybody else saying the last two to three
5 years the service has been even worse than it has
6 been. When I first got the service, I have no other
7 options as to where I can get Internet from. The
8 only other option, I guess, would be satellite, and
9 that would probably give me the same service I'm
10 getting here.

11 I have contacted other Internet providers
12 in the area, Jaguar, I know they have a fiber-optic
13 line that goes right by the box that Frontier has,
14 and at this point Jaguar has no plans to come into
15 our neighborhood. So that's unfortunate because I
16 would be switching.

17 With these tech calls that we have had
18 over the past few years, I had a tech out two weeks
19 ago, and my wife works from home and she works a
20 full-time job doing that. She works on the
21 Internet, she teaches through UW Stout, so she
22 really needs Internet access that's consistent that
23 is at least the speed that we pay for.

24 Occasionally, after this tech came, I did
25 get up to 4.2 megabits per second, that has now gone

1 back down to 500k. If I get up to 1.3 or 1.4
2 megabits per second, I consider that blazing fast,
3 which is the same, that is really, really slow.

4 But anyways, my wife was there when we
5 had a tech there about two weeks ago and he told her
6 that they do have fiber-optic lines that they just
7 put into that box that, again, is a quarter mile
8 from my house. And they have no plans to go -- the
9 fiber-optic lines were routed west. There's a new
10 neighborhood that is west, it's on the other side of
11 35 from us, that's where I'm assuming they have
12 lines to because they said they went west, they went
13 under 35. They have no plans to go north, south, or
14 east, which east would be my direction.

15 We've had multiple complaints to Frontier
16 and nothing has been resolved. What happens is when
17 these techs come out, they have told us flat out
18 that what happens is when they get a complaint,
19 there's some kind of card within that box that's a
20 quarter mile from my house that they will change to
21 basically whoever made the complaint to get faster
22 speed, but then when another call is made, they'll
23 switch that card out, put it to whoever made the
24 complaint, and then put the old card back in.
25 That's a problem.

1 JUDGE OXLEY: I'm sorry. Who told you
2 that?

3 MR. WAYNE NIERENHAUSEN: One of the
4 techs. Actually, a couple different techs have told
5 me specifically that.

6 When my wife made a call a month ago, she
7 was actually told by the customer service
8 representative at that point that she was to get a
9 different job if she relied on the Internet, okay.
10 It's not their choice as to what my wife does for a
11 living, it's hers, okay. It's a free country, the
12 last I knew.

13 Let's see. The techs have also told us
14 that they have no plans to upgrade the system and
15 they are actually told to not upgrade the system,
16 per Frontier. So their hands are tied. They do
17 what they can, they get us running, and then again,
18 if we get another complaint in the neighborhood,
19 they switch whatever those cards and we go back down
20 to blazing slow speeds.

21 JUDGE OXLEY: So if there were more
22 cards, is that what you're --

23 MR. WAYNE NIERENHAUSEN: I don't know.
24 I'm not a fiber-optic Internet guy whatever. But
25 that's specifically what they said. So whatever

1 that means in technical language, I don't know.

2 And, again, this has been going on for a
3 couple years. We make several complaints to
4 Frontier on a regular basis. Basically, like I
5 said, the speed goes up and then back down so we're
6 back to where we started.

7 That's really all I got.

8 JUDGE OXLEY: Thank you.

9 Mr. Tom Grant. Good evening.

10 MR. TOM GRANT: Good evening.

11 My name is Tom Grant, T-O-M, G-R-A-N-T.
12 I live in south Lakeville as well and have been with
13 Frontier as a customer since -- in Lakeville, since
14 2010 when I moved into my current residence.

15 I happen to also be a neighbor of
16 Mr. Nierenhausen, so a lot of what he has said is
17 what I'm experiencing. And I'll share some
18 additional detail from my specific experiences as
19 well.

20 I, too, like many in the neighborhood,
21 work from home and depend on the Internet to
22 successfully complete the duties of my job. A lot
23 of that requires video conferencing, a lot of that
24 requires sending large files through the Internet
25 and receiving large files through the Internet.

1 next couple of minutes you might possibly save the
2 baby. Is there anybody in that circumstance?

3 Okay. So the first name I have on my
4 sign-in sheet is Juanita Nolan. And what
5 Mr. McCarthy is going to do is bring you the
6 microphone.

7 MS. JUANITA NOLAN: My name is Juanita
8 Nolan and I have been with Frontier about 30 years.
9 The first name is J-U-A-N-I-T-A, last name,
10 N-O-L-A-N.

11 And we've had Frontier ever since we've
12 moved here, and throughout the years we've had
13 problems off and on, which are normal with any area
14 and any telephone service.

15 This year has been an awful year for me
16 and Frontier. The 26th of June, I explained my
17 telephone problems, that I had static on my line. I
18 could hear the static, people that I was speaking
19 with could not. Sometimes they could. They could
20 not call me, they would get a busy signal or it
21 would go right to the answering machine. Some days
22 I couldn't call out at all. I called and reported
23 this and I was given a guaranteed fix-it ticket, it
24 was 001351899, that my phone would be fixed by
25 July 5th before 8:00 p.m. I think that's too long

1 to wait to have your phone fixed.

2 I only have a landline. I live alone.
3 And there is no one really close that if I was hurt
4 that I could crawl to to get a line or get help.
5 Two weeks is just too much. I'm sorry. And I
6 waited for the two weeks, the repairman came out,
7 tried to fix the problem, said the problem was on my
8 inside wiring from what he could tell. And so he
9 fixed it to where I had service, but it was running
10 through my Internet, which I have. Then I didn't
11 have Internet. So I called again to Frontier and
12 explained that I didn't have Internet, and they
13 said, well, you called and shut it off. But I did
14 not call and shut it off. So they're going to put
15 it back on for me within two days for a charge of
16 \$80. And that was on my bill, in which I
17 discussed -- and I apologize for being so rude to
18 them -- but I was very disgusted. And so I had the
19 repairman back to my house and he came in and said
20 that he thought he knew what the problem was, that I
21 could call him and he would stop by, but he's like
22 two weeks out. He's by himself. So I called the
23 phone company again. And I told them now my phone
24 is staticy again. It didn't -- it wasn't fixed. I
25 asked them what I had as far as what I was paying

1 for for service. I do have inside coverage, wiring
2 coverage in my house so they would come out and fix
3 it. They have not come out and fixed it.

4 I called them actually today and it's
5 going to be about a week before they can come out
6 and fix my phone again, which it's never been
7 totally fixed. I have the static. I have Internet
8 that goes out because they said I turned it off,
9 they were charging me \$80. I called them, I
10 complained. I appreciate that they made that
11 correction.

12 But I don't know why people have to wait
13 for a week to two weeks to get service when we're
14 paying good money. I have the phone service with
15 everything, and including voicemail, which now is
16 not working. And I have the Internet service, which
17 now is working again, and I have all of these things
18 for the Internet, to protect my Internet service.
19 I'm paying a lot of money to Frontier and I do not
20 feel like I'm looked at as a customer that needs
21 help or could use help before two weeks.

22 As I said, I live by myself and I would
23 appreciate a little bit of understanding and a
24 little bit more courtesy in fixing my telephone.

25 Thank you.

From: Tabitha Odegaaed
To: [Staff, CAO \(PUC\)](#)
Subject: docket number, 18-122.
Date: Monday, February 19, 2018 8:44:47 PM

consumer.puc@state.mn.us, and reference the docket number, 18-122.

My husband and I have been Frontier customers for so long. To be honest the only reason we're customers is because there is nothing else available in our area. Our bill is different each month even though we never change anything. When I call to inquire I normal get someone who doesn't speak or understand very good English and have to repeat myself several times. They always hang up on me in frustration. My Father-in-law passed away on November 3, 2017 I had called to inquire about his bill and they would not help me because I didn't know the proper passwords and stuff for his account. I tried explaining that I did not know them he has passed away and I just need to cancel his service so that we are not responsible for paying the bill. The service was no longer needed. They said they couldn't cancel the service so we're still paying for the service which is not needed. He had the bundle with dish and dish had no problem canceling the dish service just as long as I sent back the dish equipment. We will be moving to his residence and I'm hoping that we can cancel his and get ours moved there. It's such a hassle. They don't care about their customers as long as they receive their money. I would've thought with learning that the father-in-law passed away that they would've been understanding that I did not know the passwords and let me cancel the service. If there was another serving phone and internet in our area I'd totally switch doesn't even matter on price at this point as long as I can speak to someone who can understand and speak English. Everyone I've talked to has been rude and hasn't helped one bit. So frustrating! I hope you all can get something resolved.

Tabitha Odegaard

1 my telephone service and my Internet service and my
2 home alarm service, that's fine. Or if you just
3 have a problem with one, that's fine. But I need as
4 best I can to try to understand the specific
5 problems associated with each kind of service.

6 Ward Ollila. Mr. Ollila.

7 MR. LLOYD OLLILA: My name is Lloyd
8 Ollila, O-L-L-I-L-A. 2194 Birch Point Road, Lake
9 Vermillion.

10 This is a letter that I sent to Frontier.
11 It's on a billing problem.

12 Dear Sir, We activated our phone system,
13 Internet system in December 2017 and then had it
14 turned off for a vacation period in January of 2018.
15 Now I find that I was being charged from January to
16 May for that time period. I was down \$347.58. I
17 was not put on vacation period, but full period. I
18 called Frontier around May 18th, 2018 to correct the
19 problem. And a lady, Felicia, said she corrected
20 the problem. Then on June 11th, 2018, I got a call
21 from Frontier and they said I had to pay the bill,
22 they decided to change their mind. I'm sending the
23 bill, but I hope you can correct the problem. We
24 have been a loyal customer for you for many years.

25 Some comments on this. I think you need

1 to work on your computer system for recordkeeping
2 and billing needs to be overhauled. I thought this
3 would be a good topic at a university business
4 school where I teach at on customer relations. I
5 could send Frontier some good books on customer
6 relationships in a positive manner. Every time I
7 thought of the interaction with Frontier this
8 summer, it got me upset, and that's why I came here
9 this evening.

10 Thank you.

11 JUDGE OXLEY: Thank you.

12 Ms. Susan Kasbeer.

13 MS. SUSAN KASBEER: Kasbeer, Susan
14 Kasbeer. I'm a water access resident of Moose Lake.

15 COURT REPORTER: Spelling, please, of
16 your name?

17 MS. SUSAN KASBEER: K-A-S-B-E-E-R.

18 I'm a water access resident of Moose Lake
19 about 16 miles east of Ely. We use Frontier. We
20 have a landline, believe it or not. It was put in
21 many, many years ago. And the landline worked
22 pretty well for us. But our Internet service is
23 abysmal.

24 I've given the court reporter a list. In
25 July, on the 15th, I installed a brand new modem, we

1 saying.

2 So thanks.

3 JUDGE OXLEY: So is there anybody who's
4 indicated they wanted to speak whose name I haven't
5 called?

6 Yes, ma'am.

7 MS. KARI OLSON: Kari Olson. I wasn't on
8 the list, though.

9 JUDGE OXLEY: Then come on up.

10 MS. KARI OLSON: Okay. I hope it's okay,
11 my mother is here with me and she's the customer.
12 So is that all right?

13 JUDGE OXLEY: She can come up, too, or
14 you can speak for her.

15 MS. KARI OLSON: Yes, if that is all
16 right.

17 JUDGE OXLEY: You correct her if she goes
18 off the rails.

19 MS. PEARL SHIRLEY: Yes, I will.

20 MS. KARI OLSON: Okay. My name is Kari
21 Olson, K-A-R-I, O-L-S-O-N, and my mother is Pearl
22 Shirley, P-E-A-R-L, S-H-I-R-L-E-Y. And Pearl lives
23 south of Farmington on a farm.

24 My mother has had Frontier service for
25 many, many, many years. On the farm she has a real

1 long driveway off of Denmark Avenue. And earlier --
2 she's had intermittent the last couple of years. I
3 asked her how your customer service has been and --

4 JUDGE OXLEY: Is it phone service she
5 has?

6 MS. KARI OLSON: She has phone service
7 and Internet service, yes.

8 And I asked her about customer service
9 and she thought maybe in the last couple years it
10 has gotten a little bit worse as far as problems and
11 the wait on the phone when you call, just the same
12 as everyone else has been stating.

13 The reason we're here tonight is that she
14 experienced problems in February of this year. Her
15 phone line was buzzy, no phone line eventually, so
16 she called in and a service person came out, I'm
17 thinking it's like three to five days later, and
18 fixed it. And then in March she had a problem
19 again. In April -- and it was fixed, the line came
20 back on. It's a landline.

21 In April, the technician that came out
22 told her that her line from -- her driveway crosses
23 the railroad tracks. And she was told that the line
24 from the railroad tracks up to the house needed to
25 be replaced underground. And so what he did was he

1 jimmy rigged it up, and it's on top of the ground
2 from the railroad tracks all the way up to the
3 house. And my husband measured it and it's between
4 900 and 1,000 feet of line.

5 And so intermittently through the summer
6 she's had phone issues with the landline. They come
7 out. There was a mouse in the box. Today -- well,
8 she's been calling and every time she gets a
9 different ticket number. She spoke with someone
10 on -- to Marcus on August 15th about this problem
11 with the line still being above the ground. And she
12 came home and there was a note on the door that
13 Patrick had been there and that he had made a sketch
14 of the cable to be buried. And she thought, well,
15 that's funny, because somebody else had been out
16 earlier to make the sketch of the cable. So we've
17 had two people out at different times to make a map
18 of where this cable is supposed to be buried.

19 And then last Friday, we've been worried
20 about Mom, she's on the farm, and we've been wanting
21 to get this fixed because winter is coming. And
22 last Friday she was told that somebody would be
23 there today. And no one was there today at all.
24 She was given a phone number of the company that is
25 burying the lines, cable, Frontier gave it to her,

1 but we can't get any response. She said the line
2 was real buzzy, she couldn't leave a message.

3 And I've been thinking, somebody
4 mentioned Gopher State, I didn't even think about
5 that, that they have to come out and do that
6 measurement, you know, those lines checks before
7 anybody would come out and dig that line.

8 So our main concern is we'd like to get
9 this cable dug before winter. And we all know, with
10 this aging population that we have, that everybody
11 wants to live in their home if they can and stay
12 safe. And when you're a senior citizen, I think
13 that's very important to take into consideration
14 that they need that landline. There has been many
15 times that if we can't get ahold of her we are
16 running out there and we're checking on her to make
17 sure she's okay because we don't know. And she
18 relies on that landline for that ability to reach
19 out if she needs to.

20 We even had to tie garbage bags up this
21 long driveway because it's on a ditch and then into
22 her lawn, and we mow that. So we tied garbage bags
23 on the line so we can pick it up every time we mow
24 it so we can clean that and then put it back. It's
25 very, very sad and it's very, very frustrating.

1 So that's all we had. Thank you.

2 JUDGE OXLEY: Thank you.

3 MS. PEARL SHIRLEY: Can I say something?

4 Two or three times the Frontier repair
5 person has told me that they are waiting for a
6 permit from the county. And I kept telling him the
7 county has nothing, as far as I'm concerned, has
8 nothing with burying that line. Yes, it does go
9 under the railroad track, but I'm coming off a
10 township road, not a county road. And the county
11 has told me, no, they do not issue any permits, go
12 to the township, and the township has also told me
13 that the telephone company doesn't need it. The
14 line is all on private property.

15 MR. DAVID BERG: Maybe it's the railroad.

16 MS. PEARL SHIRLEY: Okay. I know it's a
17 private road.

18 MR. DAVID BERG: It's for a steam engine.

19 JUDGE OXLEY: I'm sorry, it's very hard
20 for the court reporter to follow --

21 MS. PEARL SHIRLEY: I'm sorry.

22 JUDGE OXLEY: Mr. Berg -- okay.

23 MS. KARI OLSON: I forgot about that.

24 Thank you, Mom.

25 But, yes, we've been told several times

1 from Frontier that they need a county permit. And
2 we don't know what that is so we don't understand
3 that. So here we sit, it's the end of September,
4 you know, and winter is coming.

5 And it's the true thing, too, as everyone
6 else has said about the rain and the wetness, she's
7 experiencing that, too, the heavy rain with the
8 lines on top of the ground and she loses service.

9 Thank you.

10 JUDGE OXLEY: Thank you, Ms. Olson.

11 Thank you.

12 MS. PEARL SHIRLEY: Thank you.

13 JUDGE OXLEY: So I think everybody who
14 indicated they wanted to speak has had a chance.

15 MR. JIM KORSA: Can I say something?

16 JUDGE OXLEY: Yes, sir. Come on up.

17 MR. JIM KORSA: My name is Jim Korsas,
18 K-O-R-S-A.

19 I live a mile off of the interstate where
20 you think there would be really good service. But
21 as I've listened to everybody talk about it, we're
22 all the same, we're in the same body of
23 infrastructure. The infrastructure is poor and
24 everything else.

25 Only a couple people mentioned that this

1 JUDGE OXLEY: Thank you.

2 MR. SYLVAN TEKRONY: Okay.

3 JUDGE OXLEY: Thank you, Mr. Tekrony.
4 Nancy Olson.

5 MS. NANCY OLSON: I'm as close to the
6 front as I can get.

7 JUDGE OXLEY: You are very close to the
8 front and it sounds like you have a strong voice
9 that will carry to the far reaches of this gigantic
10 hall.

11 MS. NANCY OLSON: It is O-L-S-O-N. And I
12 represent Oden. My address is Butterfield, we live
13 in the country.

14 I can go on all aspects of what they have
15 said about the service. My mother-in-law is 98
16 years old, lives at home by herself, is on the
17 lifeline, and her phone went out and without her
18 phone she has no lifeline. So we called up to
19 Frontier to get this fixed. And they said, well,
20 that's an emergency then, it'll be 24-hour service.
21 And that was 10 days later, my husband calling six
22 times, every time talking to somebody different.
23 Yes, it'll be a 24-hour emergency service. Finally
24 we called the electrician and they came out and
25 fixed it.

1 And then after that we had the repairman
2 come from Marshall and we asked him, you know, 24
3 hours, that was, you know, like 12 days ago. And he
4 says he never got any information that it was an
5 emergency or that he needed to be there or whatever.

6 So then at home, I run a business in
7 Oden, and we have absolutely awful reception. In
8 fact --

9 JUDGE OXLEY: Now you're on the Internet
10 service?

11 MS. NANCY OLSON: Yep. People will go
12 out into the middle of our main street to talk to
13 get reception or they might get to the edge of town
14 to get reception or whatever. It's just --

15 So, anyway, I run the business through my
16 house on my computer at home, and my email will come
17 to me but I can't ever answer it. So I finally got
18 ahold of a tech and he said, oh, I can help you
19 right now. So he went through it and I thought he
20 had it fixed until the next day my daughter called
21 me and said what the heck are you talking about,
22 mom? And I said why. She said, well, you're
23 answering questions from two years ago. He had sent
24 all of the responses out to these people that they
25 hadn't gotten when they were supposed to be getting

1 them. So, anyway, it was kind of confusing for my
2 business to go back two years and try to clarify
3 everything that I had told them.

4 Outside of that, yeah, we've just got
5 very lousy service. If I have my grandchildren
6 there, they're watching Netflix, I can't be on the
7 computer at the same time. I will be looking at
8 Facebook and automatically the little box will come
9 up that Explorer, Internet, is shutting down. And
10 that has happened, out of the 24 days this month,
11 it's happened 12. And then it might be out for five
12 minutes or it might be out until the next morning.

13 And that's all I have to say.

14 JUDGE OXLEY: Thank you very much.

15 Jeff and Trish Grieme.

16 MS. TRISH GRIEME: Grieme.

17 JUDGE OXLEY: Grieme.

18 MS. TRISH GRIEME: I guess only the Trish
19 part of it is talking.

20 JUDGE OXLEY: Well, okay. I guess we can
21 go with that.

22 MS. TRISH GRIEME: And it is G-R-I-E-M-E,
23 T-R-I-S-H.

24 I'll start with Internet. Our Internet
25 was really slow when it worked. But we actually

From: Sanda Oslin
To: [Staff_CAO \(PUC\)](#)
Subject: docket # 18-122 comment
Date: Saturday, March 03, 2018 1:49:10 PM

Docket 18-122

Frontier Communications Investigation

I have had nothing but trouble for the last 5 years with Frontier phone service and before that, I had dial-up internet service with Frontier and the was awful, too.

For landline phone, the line is unusable more than usable. The line is crackly and very loud, so when it acts up, I cannot hear anything the other person says. When I call for customer service, it is a long process and they instruct me to go outside and open the box and connect my phone, etc.....I try to explain that I've done all that b4 and it is not the problem. Then, when I finally get done, I get a repair ticket number and get told that someone will be out in about 5 days. This is not right. We live in an area with no cellphone service, so in an emergency, we are in trouble out here. We live 14 miles from the nearest town with a hospital.

The phone also goes out when severe storms are approaching, they can be 30 miles away, yet our line goes dead every time. My county has a red alert system, but that won't help as the phone won't work as the storm approaches. The phone line comes back up about 15 minutes after the severe storm moves through.

When talking to the repairman, I get told that the phone lines are old and they no longer make parts for this kind of system. I get told they will be replacing the lines.....we've been waiting for that for 5-6 years.

I think everyone that is in this area, with these "old lines" should be reimbursed for phone bills for the last 2-3 years when the problem is the worst. What good is having/paying for phone service when you can't use it 50% of the time?

I hope you can hold Frontier accountable for poor service....calling for repair service doesn't help much.....the phone will be good after "repair" for a couple days and then it is out again. Sometime, the phone is out for most of the day all week long. I have an elderly mother and can't call to check on her, can't receive calls if something happens to her, either. There is no way to communicate with anyone if line is out without driving about 5 miles down the road and using the cell phone, but even that is no guarantee that there will be a signal.

We are disgusted out here.

Sincerely,

Sanda Oslin and Michele Flynn

10061 State HWY 27

Sturgeon Lake, MN 55783

Beaver Township, Aitkin County (note, zip code is Pine County, but this is an Aitkin County address....it's a long postal route, going through 3 counties)

Phone: 218-273-4019 if it's working

To: Staff, CAO (PUC) <consumer.puc@state.mn.us>

Subject: FW: Docket # P407,405/CI-18-122 Frontier Communications

From: John Petersen <john.petersenllc@gmail.com>

Sent: Tuesday, September 11, 2018 5:11 PM

To: Staff, CAO (PUC) <consumer.puc@state.mn.us>

Subject: Docket # P407,405/CI-18-122 Frontier Communications

I heard of the subject public hearing against Frontier communications and would like to offer my comments. I have been trying to get phone service from Frontier since June of 2017 and to date have not received. I've attached my log of the process for your reference. Please contact me with any questions.

Thanks,

John Petersen

Frontier Communications Log

John Petersen
8134 Lake Nichols Rd
Canyon, MN 55717

- 9/18/17 After numerous unsuccessful attempts at getting phone service, finally filed complaint with PUC. I had originally started calling Frontier in late June, 2017. Note my first contact with Frontier I was advised Frontier does not provide service in my area. I had to give them addresses of several of my neighbors who did have service.
- 9/27/17 Received word from Frontier that I would be receiving a call to schedule installation
- 11/3/17 Scheduled date for install. Service tech showed up but said line could not be buried until spring. Had to delay since the line would cross 2 driveways and the public landing.
- 3/18 Tried emailing contacts I had to see if there was an install date – no response
- 3/18 Called 800 customer service number and was told I would be moved to the top of the list for install.
- 5/29/18 Called 800 customer service number and was told order was still active. They advised Buried Wire Dept. would call to schedule an installation. I should call again if I had not heard by Friday, June 1st.
- 6/4/18 Called 800 number again stating I had not heard anything. They advised to wait for the call – nothing more they could do.
- 6/14/18 Called 800 number again as I had not heard anything. At first they said service was not available at that address which is exactly where I was at a year ago. They then finally found my records and opted to cancel the existing order and start a new one. This time they offered me phone plus internet for a 2 year price of \$60/month. Account # is 218-345-8699. Order # 57354205. 800 921 8101. Scheduled install is 6/19/18 8 – 12
- 6/19/18 Called to check on order as of 10 they had not showed up. I had checked on Frontiers website to make sure the order was still scheduled. It was but I did see they had my phone number listed incorrectly as 309-404-4123 instead of 319 are code.
- 6/19/18 Called back as I had not heard from dispatch. First person checked on order and tried to reroute me to dispatch. Got someone from technical support who said she could not help and sent me back to customer service. Another wait for an agent then this guy couldn't even find my information. It was so bad he kept calling me Mr. Nichols and couldn't even keep straight why I called in the first place. I asked to speak to a supervisor so while I was waiting I found the Frontier FB page and saw I could communicate through Messenger. Conversated with a guy named Dennis who was very

good and I believe genuinely wanted to help. At 3:00 he advised a service tech would be there within 30 minutes. After an hour and no service guy he finally advised dispatch had "lied" to him and they couldn't make it until the next day. Rescheduled the install for July 2nd – 8 – 12

- 7/2/18 Tech showed up around 2. Was surprised no cable had been installed. Remembered he had been here in November and couldn't install because it was too late to bury the cable. He made a few calls and reentered the order on an expedited basis to bury the cable. Was able to do a partial install but had no idea when the cable might get put in.
- 7/6/18 Emailed Michelle Frederick about burying cable. She had contacted the Buried cable Department and was advised the order was pending supervisor approval. Also gave me the phone number to call to check status.
- 7/9/18 Called the number Michelle gave me. Lady had to contact Frontier because as yet no drop request from them. She said the same thing, request is waiting for manager approval. Said she would follow up with Frontier on Wednesday to check status again.
- 7/11/18 Called again to check on status. Still waiting manager approval. They will try to push through.
- 7/16/18 Called again to check status. Said crew would be out within a week. No mention of supervisor approval so assume everything was OK. Note – conversations with the buried cable people have been some of the consistently best I have had. They are able to get information and give a good reply in short order. Totally different from all the previous encounters I have had with Frontier.
- 7/27/18 Called again to check status as I had seen from the cabin video that a crew with a trenching machine had been at the property. They could not get in touch with the crew and said they would call back. No response.
- 7/30/18 Called to check status. Crew had been out but didn't know where to put the cable so they left. Asked why they didn't call me. Verified phone number and they had incorrect area code (309 instead of 319) This was on Frontier's end as they had the incorrect area code on the original order. I had asked this to be corrected mid June and they said it had been.
- 7/31/18 Got a call from I believe his name was Roy from the cable burying company. He thought I need an install date but explained the crew didn't seem to know where the cable was supposed to go.
- 8/1/18 Got a call from the guy in charge of the crew to bury the cable. I explained where I thought the connect point was east down Lake Nichols Rd. He promised the cable would be buried next week. Said we would have priority since we had no service.

- 8/9/18 Called the cable burying guy again as no one had showed up. He said it would now be next week.
- 8/14/18 Called again as no one had showed up. Now said it would be Thursday or Friday.
- 8/17/18 Called Roy again. He said they should not be out today. Gave me 90% chance of being there on Monday. So much for the communication from Frontier that the line would be buried within 5 days after supervisor approval. Now going on a month. No credibility anywhere in this organization.
- 8/21/18 Cable got buried today. Asked Frontier for the earliest install date and it was August 30th. Have to go back to Iowa to tend to new house business so need to put off the install once again.
- 8/28/18 Frontier called with questions about speed. Said we were supposed to get 25 mbps but 18 is the only thing available. Said OK. They couldn't get their install scheduling to come up on the phone so said they would email me with the date. As of the 29th, no email.
- 8/29/18 Website lists install as October 2nd.

Commission Inquiry into the Service Quality, Customer Service, and Billing Practices of Frontier Communications | CI-18-122

Closed May 25, 2018 · Discussion · 165 Participants · 4 Topics · 224 Answers · 4 Replies · 141 Votes

internet service for my wife's business to be successful. we are switching between Frontier and Verizon Wireless (which cost's money for our data usage. They did not have unlimited plans until lately.) to ensure that we can accomplish daily communications.

Joe Poll · Citizen · (Postal Code: unknown) · Feb 24, 2018 5:16 pm

 3 Votes

comment...Where do I begin about Frontier? I/we have nothing good to say about them and their services. We live in rural Minnesota (56312). Frontier is the only phone service provider in our area so we have no choice but to have them. We have been stuck with them since the mid 90's. Our residential phone service is pathetic. Our internet service is pathetic. We have had so many "technical" and "outside equipment" issues over the years I have lost count. The past two years have gotten absolutely ridiculous. Our residential phone service quality is so bad that we have directed friends and family to rely on our cell phones for our primary service. The only reason we keep Frontier is I need the line for fax machine use for my business. Over the years we have repeatedly complained to Frontier about the noise issues on our line. We have complained about dropped calls (on a land line). We have received information many times over the past 2-3 years that family and friends were trying to call us. That on their end of the call it would just ring and ring forever. On our end the phone never rang at all. So then they would call us on our cell phones and let us know they called our house phone. When we complained to Frontier about this their response was that it was due to a switching problem with the cellular equipment, not theirs. So, we even tried to have our relatives follow up with their cell providers on it. They were told it was not a problem on their end. We have even experienced this with our own cell phones when trying to call our land line number. we experienced the same thing, the phone would ring and ring on our cell phone end but not ring at all on the home phone, land line. So, we called Verizon, our cell provider and spoke to them about this. They took it as a complaint. They investigated it from their end, it took 3 days for them to get back to us, which they initially told us it might take that long. They, to our satisfaction investigated it from their end and said they could not find any reason for why it was happening from their end. They didn't believe it was a Verizon problem. They didn't believe it was a cellular issue at all. The only solution Frontier had was to blame someone else. We experience noise issues on the line that were so bad that it interfered with using the FAX machine at times for my business. The noise was so bad that it would interfere with calls with family and friends that it was difficult to hear the conversation. We also experienced fluctuations in the audio volume of calls. During conversations the audio would get so low, quiet that you could not hear what the person on the other end was saying. Then the audio would get louder and dissipate again. Audio quality was so poor that we couldn't even understand our answering machine messages. So many times we made complaints to Frontier about these issues. There were times that they sent out technicians. We have had three different technicians tell us the same thing when they came out to look into it. For the past two years the technicians have changed our line to different "pairs" in the cable to try to fix the problems. They were able to confirm our noise issues and audio issues on the line, but could not provide any explanation for the audio fluctuations. ON several occasions they told us that they found definite shorts in the wires/lines in the cable or at the pedestal locations. Sometimes they would tell us that the problem was at a switching location in the area. In May-June of 2017 the service tech was out with yet another complaint we made about noise issues. He told us that he switched us to the "last available pair in the line/cable". That there are no more pairs of wires that we can be switched to fix our issues. The only fix is for Frontier to bury a new cable and since we are the only customer on this end/leg of the line Frontier won't do that. I have two

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technicians tell me that Frontier has no plans to do any equipment upgrades or replacements for us for at least 5 years. The technicians tell us that Frontier needs to bury new fiber optic cable to fix things. What they have been telling us the most in the last 2-3 years is that we live on "the end of the line", we are the "last customer on the line" so there is not much they can do any more to fix our issues. After being told this by the techs I called into Frontier about that info.

I was only able to speak to a "Supervisor" who told me that she would pass my concerns along "up the chain" in Frontier about it. I should also mention here that the Frontier techs have checked our lines in the house too and that they could NOT find any problems with the wiring, etc. inside our house.

Now let me address our internet issues. We have had Frontier internet for about 6-7 years. We were the first rural customer to receive it in our area. At first it worked very well. It was sold to us as "High Speed Internet". It took 3 years for someone to actually tell us what Frontier considered high speed to be for us. The field tech told us that for us high speed is 2.2mbps.

In the past 3-4 years we have rarely received that. Unless you want to stay up and use the internet at 2 in the morning when no one else is on it. We have repeatedly made complaints to Frontier about our poor internet service. You could set your watch by when the kids would get out of school and get home and get on the internet. It would be seriously slowed down. Then when adults got home at night from work you would realize another significant slow down. By now you could barely use it to do anything. It would lock up totally and require rebooting it. Which was only a temporary fix or no fix. On weekends and holidays you could not use either because so many people would be on it. This past year and a half was so bad that we would totally lose internet service for days at a time. Sometimes Frontier would say it was an outage in the area. many times they could not explain why and put in a "repair ticket" on it. I would also complain about paying for internet service that I didn't have so Frontier would "credit our bill to varying degrees. Sometimes the credit would show up on our bill, sometimes it wouldn't. Long story short, the field techs told us that there are so many users on the system now that it is overloaded. The current equipment can't handle the amount of use. And again, they told us that Frontier has no plans to do any equipment upgrades in the next 5 years in our remote rural area. I want to say to that each time a tech came out to investigate our internet issues that they did line speed tests and NEVER was our line speed anywhere near the 2.2mbps it was supposed to be and what we were paying for. Most of the time it was .1 or .2 for speed!

In 2017 I filed a FCC complaint about Frontier and our experiences with them. The bottom line is that the problems we experience are apparently equipment, buried cable issues. Frontier corporate was quick to respond to the FCC complaint. But, guess what, NOTHING changed or improved. We still have the same crappy service. In December 2017 we were able to drop Frontier internet and we are trying/experimenting with a satellite internet service provider.

When I called Frontier to cancel our internet service it took me 3 nights of phone calls after work each night to get it done. For those 3 nights I spent 3-4 hours each night on the phone trying to get the service cancelled. I spent most of those times on hold waiting for someone to come back on the line with me. At least twice each night when I was put on hold the call was dropped and I would have to call back in and start all over again. 30-40 minute waits of being put on hold is what I experienced. Then, the last night when I thought I was finally done with it the customer service person got it wrong. when she reviewed with me what I wanted she indicated that we were cancelling our internet service and our phone service. I said no, no, no, that is wrong. I want to cancel our internet only, not our land line phone service. So, guess what, she put me on hold for 28 minutes and never came back. So I called back in and yet again started over. When I told that person what had happened she put me on hold and it was 37 minutes before

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she came back. She indicated that she had to put in an order cancelling the previous order that was wrong. Then do a new order to cancel the internet and keep the land line service. After another 27 minutes on hold she came back and told me that it was in their system correctly. My last call trying to get it cancelled was on Jan. 25th, 2017. The customer service person told me that because of the billing period the service wouldn't actually be cancelled until Feb 9th. I said to her well I want it cancelled now, Jan 25th and why couldn't they issue me a credit for the days up to Feb 9th? She said they couldn't do that. That the service would remain in effect until the end of the billing period which was Feb 9th. I asked her if I would be billed for internet service on the next billing then. She said no, I would not be.

well guess, what, I was billed for it on the next bill. I am so sick and tired of Frontier. Like I said in the beginning we are stuck with them because they are the only provider in our area.

They are the perfect example of a huge corporate company that couldn't care less about their customers.

Scott Plooster · Citizen · (Postal Code: unknown) · Feb 24, 2018 7:35 pm

 3 Votes

Customer service is horrible. They are severely understaffed and outsourced off-shore.

The DSL service itself is absolutely disgraceful. I've been a customer for 20 years! The speed really hasn't changed the whole time and neither has the price-- this is not how technology is supposed to work. The service VERY commonly does not work completely. I have to power cycle the modem several times per day.

If there was another service offered I would GLADLY pay double. Minneapolis is hitting 1Gig service and Jordan, MN can't maintain connection on their 4mbit service. This is repulsive and is harming our business' and families.

For perspective, the average bandwidth in Iraq where there is an active WAR is higher than Frontier can provide Jordan, MN. (3.2 vs 3.7)

Michael Farrell · Citizen · (Postal Code: unknown) · Feb 25, 2018 4:57 pm

 2 Votes

I have several complaints in regards to Frontier Communications. In our household we have two lines with Frontier. First and foremost, the reasoning is to separate internet lines for certain user to have better streaming, etc. When I first had Frontier in this household I had a relatively low down stream and up stream connection (paying for up to 6 Mbps). Upon logging into the modem, however, I had noticed that there was plenty of margin left to give for a faster connection. Most DSL companies will at least go down to a Margin (dB) of 9.0. I was sitting around 20+ giving much more space for a higher connection speed. I called technical support several times. Nobody seemed to know what I was going on about. They would send out technicians who would either a) never show up or b) never call me in regards to the issues I would have. I then sent a lengthy e-mail in regards to my issues to the regional managers, etc. I finally got back from someone who actually worked with me on my issues. Speeds were sorted out so I could obtain the max potential (around 5200 Kbps) which is huge compared to the 1800 Kbps I

1 MR. MARK KORAN: Judge, I'm State Senator
2 Mark Koran. I think it would be helpful for anybody
3 who is providing testimony when they're talking and
4 have done the speed tests, I think it would be helpful
5 for you as you gather your information that to provide
6 the details of the upload and download speed. So far
7 people just described a speed. But without doing any
8 upload or download, it will, in many cases, be limited.
9 So thank you.

10 JUDGE OXLEY: The next person who has
11 indicated speaking is Mr. Fred Resler. Mike, he's up
12 at the front there.

13 MR. FRED RESLER: Thank you. My name is Fred
14 Resler, R-E-S-L-E R. I have the pleasure of being a
15 Frontier customer for 25 years. I even got a nice
16 letter from them congratulating me.

17 JUDGE OXLEY: So, Mr. Resler, I'm going to
18 ask you to address me, if you could.

19 MR. FRED RESLER: I can. I'm a double
20 Frontier customer. I have Frontier in Florida and I
21 have Frontier in Minnesota. I'll just try and address
22 the Minnesota problem first.

23 I just recently moved to Vadnais Heights. We
24 sold our lake place up in Finlayson, Minnesota. And we
25 canceled our Frontier service and told them, Hey, we're

1 done; we're moving; we're finished. However, the
2 problem is, I keep getting bills from Frontier. They
3 acknowledge they canceled it. And --

4 JUDGE OXLEY: Mr. Resler, did you tell me
5 when you moved to Vadnais Heights?

6 MR. FRED RESLER: June 19. And I've got a
7 copy for all of this. One of the problems is, yes,
8 they want to give me credit and they did. Gee, they
9 said we've got a credit on the account for \$5 in there,
10 and we'll send you a VISA card for it, a prepaid VISA
11 card. Well, that didn't happen. So anyway, they got
12 the charges pretty well wiped out after several hours
13 on the phone. However, the problem is, I'm still
14 getting bills from them. They're charging me all the
15 government access taxes and the Minnesota state sales
16 tax on a zero balance. Their billing specialist said,
17 Well, you have to talk to your local government about
18 that.

19 It's -- the people they hire know nothing,
20 and most of their trouble comes from two years ago when
21 they bought all the Verizon lines in Texas and Florida
22 and California and damn near killed all the business
23 people in Florida.

24 JUDGE OXLEY: Mr. Resler has given me what
25 we'll mark as Exhibit 12.

1 MR. FRED RESLER: It covers most of the
2 Minnesota problems, and you can see on there where it's
3 zero balance and they're just charging me taxes,
4 decreasing my credit balance until they get it all.

5 I won't go into the Florida thing, but they
6 owe me \$117 and now my bill is coming from Florida
7 where I tried to turn the phone off on vacation hold.
8 Well, they did that. They charged me the regular rate
9 plus they added in the vacation mode charge.

10 Most of their problems stem from the top.
11 But I'll try and talk to the Frontier people in the
12 back about my Florida problem. That's not your
13 problem. Thank you.

14 JUDGE OXLEY: Thank you, Mr. Resler. Christa
15 Schauer?

16 MS. CHRISTA SCHAUER: Hi. My name is Christa
17 Schauer, C-H-R-I-S-T-A, S-C-H-A-U-E-R. We've had inter
18 -- we've had Frontier for probably about 11 years. We
19 moved to Linwood in 2007. We did up getting their
20 internet service a few years back. I -- honestly, all
21 of these stories that I am hearing are completely the
22 same exact of what everybody has been going over and
23 over again. Nothing is going to be different from
24 story to story to story.

25 We've had the automatic disconnect. They

1 dollars from Frontier. And the reason I found out
2 about that it was even on my credit report was I
3 went to buy a car and it affected my interest rates
4 on there.

5 JUDGE OXLEY: Ms. Rezny, I'm sorry, I
6 didn't catch what services that that bill was for?

7 MS. NANCY REZNY: It would have been for
8 phone and Internet.

9 So I have not had Frontier now for three
10 years here and I'll get our Internet services
11 through the hotspots and the cell phone. I won't go
12 back to Frontier, not the way I was treated. In
13 2013 I had the same billing issue, I sent it to the
14 Attorney General's Office, the Attorney General's
15 office was able to correct it no problem. This time
16 the person I dealt with at the Attorney General's
17 Office says I cannot force Frontier to do it. I
18 said I showed you all the proof. I showed you all
19 the proof that it has been paid. Nobody would even
20 accept the fact that it has been paid even though it
21 was electronically transferred and I got that from
22 the credit union. So I would like to have that
23 taken off my credit report as soon as possible
24 because they owe me the \$236.78.

25 Thank you.

From: Barb Richter
To: Staff, CAO (PUC)
Subject: RE: Consumer Complaint/Inquiry Form [#74]
Date: Friday, March 09, 2018 7:37:25 AM

This is a public comment. I wasn't quite able to figure out how to do it other than in the complaint format. Thank You.

From: Staff, CAO (PUC) [mailto:consumer.puc@state.mn.us]
Sent: Thursday, March 8, 2018 3:41 PM
To: richter4@citlink.net
Subject: RE: Consumer Complaint/Inquiry Form [#74]

Hello Barbara,

Thank you for submitting a complaint to our office regarding your issues with Frontier Communications. It sounds like your issue has been resolved and you are making a public comment. Please confirm if your intent is to file a complaint for PUC to mediate or if this is a public comment.

Regards,

Pa Stelzner

Consumer Mediator | Consumer Affairs Office

Minnesota Public Utilities Commission

121 7th Place E, Suite 350
Saint Paul, MN 55101-2147
O: 651-296-0406
F: 651-297-7073
mn.gov/puc



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From: Consumer Affairs Office <no-reply@wufoo.com>
Sent: Wednesday, March 07, 2018 2:17 PM

To: Staff, CAO (PUC) <consumer.puc@state.mn.us>

Subject: Consumer Complaint/Inquiry Form [#74]

Name *	Barbara Richter
Mailing Address *	<input type="checkbox"/> PO BOX 217 Milaca 56353 United States
Service Address	<input type="checkbox"/> 20386 Keystone Road Milaca 56353 United States
Home Phone Number	(320) 983-3638
Email Address	richter4@citlink.net
Name of Electric, Gas, or Telephone Company *	Frontier Communications
What type of utility company is your complaint about? *	Landline telephone
Have you contacted another agency or organization about this issue? *	No
Have you contacted the electric, gas, or telephone company? *	Yes
Person Contacted at Electric, Gas, or Telephone Company	Customer service reference repairs

Write details about your concern, the steps you have taken to try and fix the problem, the company's response, and the action you would like the utility company to take. *

Reference docket #18-122 On two occasions in the past year, we have lost our landline service. The first time it took 8 days to correct the problem, during which we were forced to use a cellphone that charges by the minute. The next time we lost landline service, I called the repair number using my cellphone. I was on hold for 15 minutes before an actual person came on the line. After explaining that we had no landline service, he said that he had to transfer me to someone else. I was on hold another 15-20 minutes when a second person came on the line. I again explained my problem and this individual did some testing and checking and concluded that it was Frontier equipment that was to blame but then had to get approval from a supervisor before giving me a repair order number and scheduling the repairs. My cellphone battery was close to dying through this lengthy, and unnecessary conversation. If a technician isn't able to order up repairs, why not? It all seemed like the company was looking for any reason they could find to charge me to fix the problem. The local repair people are excellent and the second person I spoke with was sympathetic to my concerns. It's the whole system that seems to be broken when it comes to customer service.

State law requires your signature in order for us to contact the utility company about your complaint. The information I have given is true and
Barbara Richter

1 is Roy Robison, R-O-B-I-S-O-N. I have been a customer
2 of Frontier for 13 years. And I'd like to submit this
3 email that I received about this hearing. I got a
4 Frontier Communication email 28 hours before the
5 hearing, which is strange because I know that the
6 Public Utilities Commission had emailed out this same
7 hearing information back in July. And I did not get
8 anything in my billing information from Frontier
9 either. So luckily, I was on the email list with the
10 Utility Commission and I knew about this ahead of time.
11 Otherwise, I would have had 28 hours to know before the
12 hearing. If I can submit that?

13 JUDGE OXLEY: Yes.

14 MR. ROY ROBISON: I have both Frontier phone
15 and internet.

16 JUDGE OXLEY: So we'll mark your first
17 document as Exhibit 19.

18 MR. ROY ROBISON: Thank you, Judge. We have
19 both Frontier phone and internet, both personal, home.
20 I have two lines, and I have three lines for my
21 business.

22 I have two points to make, one is billing
23 practices. I won't get into details. It's been
24 brought up already. But every month my bill changes.
25 It can be anywhere from 25 cents to a dollar more a

1 month and with no explanation. I don't have hours to
2 sit on the phone and go through three and four
3 different people to get an explanation and then no one
4 to fix it, so I just have to put up with it.

5 The other thing was, when I first signed up
6 with Frontier and got the DSL internet connection, they
7 had promised me a year price locked in. However, after
8 six months, they had increased the price without any
9 notification. And I found out about this eight months
10 into the contract, and I brought it to their attention.
11 And they basically would have said it's too late, they
12 can't do nothing about it. But because I nagged them,
13 made several calls, I finally did get someone to admit
14 it was their fault and they gave me credit.

15 I get my bills paid automatically, and I just
16 wondered how many people follow their monthly bills
17 that closely. People getting nickeled and dimed every
18 month, multiply that by hundreds of thousands of
19 customers, and that adds up to a lot of money that just
20 went into their pockets.

21 The most important thing I just want to bring
22 up was, we have phone interruption, no service at all
23 sometimes, for the last 10 years. It happens dozens of
24 times every year for no reason at all. We lose our
25 phone and internet service for minutes, hours, or days.

1 It's not weather related. It can happen on a sunny
2 morning. It could happen in the evening, and whenever
3 I spend 15, 20, 25 minutes to call them, get a, you
4 know, job ticket number, there is no explanation of why
5 the phone just stops working. In fact, because of poor
6 cell service, I have to get in my vehicle and drive two
7 miles over to Osceola where there is phone service.
8 Because when there is an outage -- I live in Shafer,
9 Minnesota on Highway 95. When there's an outage, it's
10 a big one from Shafer, Minnesota, to Lindstrom,
11 sometimes all the way down to Marine on St. Croix. So
12 it's not like I can go to my neighbors and use their
13 phone. I have to literally drive two and a half miles
14 to Osceola and use the pay phone to spend a half hour
15 to get a job ticket. I think that's just ridiculous.

16 Luckily, I do have a cell phone now through
17 the business that works most of the time. Last June, I
18 had three outages that lasted an average of two and a
19 half hours. In my business, when someone comes in with
20 a credit card, wants to pay their merchandize with a
21 credit card, I cannot do it, and I lose the sale. And
22 there is no recourse. Frontier is the only option
23 where I live. And I know you've heard this before but
24 I just want to go on the record of saying that.

25 I also -- just for the record, I counted at

1 least 100 people in this room, and I wonder how
many
2 more people there could have been if they were
3 correctly notified about this hearing. It would
have
4 been an auditorium, and it probably would have
taken,
5 you know, three times longer.

6 So I guess that's all I'm going to
say.
I'm

7 just, you know, going to say that the main problem
is

8 there is no phone service sometimes for hours or
days.

9 What happens if there is a medical emergency or my

10 house was on fire? Is it going to take a class
action

11 lawsuit to fix this?

12 I take care of my 83-year-old mother, and

13 I've had two times where I had to call 911, and I
thank

14 God at least the phone was working at that time.
But

15 what happens next time? There is no recourse.
Like I

16 said, cell phone reception is iffy at best. There
is

17 no other recourse here. We've got to get this
fixed.

From: rufsholm@frontiernet.net
To: Staff, CAO (PUC)
Subject: docket number 18-122
Date: Saturday, February 17, 2018 1:28:26 PM

To whom it may concern,

I have been stuck with Frontier as my phone and internet service for over 20 years. They have had horrible customer service! I have had the following issues:

1. I have been kicked off of my incredibly slow wifi over 120 in a month.
2. I have been told my "channel" for wifi was the same as those in my neighborhood's garage door openers!
3. Been promised my phone service would be repaired a day but it ended up over a week. I run a business from my home and lost hundreds of dollars plus customer service with my clients.
4. Have such slow streaming unlike advertised we can't watch netflix.
5. Have been shut off twice in a month due to their inability to communicate. I would not be able to schedule a payment in the time they stated clearly but they wanted to charge me the reconnect fee twice within 30 days.

I could go on but will not in frustration. Thank you for taking action. We will have resolution I hope, finally.

Sincerely,
Lisa Rufsholm

Lisa Rufsholm
Hair Analysis Consultant
651-462-1555
God Bless You!

From: Lois Ryan
To: [Staff, CAO \(PUC\)](#)
Subject: Re: Frontier comment
Date: Tuesday, July 31, 2018 8:33:00 PM

This is docket #18-122.

Lois Ryan
Montgomery, MN

> On Jul 30, 2018, at 4:09 PM, Lois Ryan <lryan70@frontier.com> wrote:

>

> I forgot to add that a year or so ago, Frontier canceled my email address after 10 years of the same one. They didn't like frontiernet.net I guess. Friends still have their frontiernet.net but mine was stopped and I was not informed. It took me weeks to get everything fixed with the new email address I was given. Their fix was to give me a \$25 credit on my bill. Their service stinks and they should be shut down. Lois Ryan

>

>> On Jul 30, 2018, at 3:56 PM, Lois Ryan <lryan70@frontier.com> wrote:

>>

>> We have been with Frontier for years, even before we moved to Montgomery, MN. We did not have the issues we have now. Every few months we would start hearing a buzzing on our phone line. It gets to the point we cannot use the phone because of the noise. We have to use our cell phones. I call Frontier, they come out and fix it, and then the noise will come back again. They always try to put any blame on our phone we own or the problem is in our house with the lines. I wonder if they should upgrade the phone lines, although they don't seem to want to spend money on the customer, just keep it for the rich presidents, etc.

>>

>> I also have problems with Frontier's internet, but understand that's a federal issue. They don't want to put in new DSL lines or more hubs (or whatever they are called) so the line is closer to us. We live in the country so I guess they think no one lives here, yet they tell me we have a lot of traffic on our DLS lines, so it's slow.

>>

>> I just don't like their attitude that if we don't like things as they are, to leave. i saw one letter where the customer went to a higher cost internet line to get a faster computer, but there wasn't a difference, so why pay more for a poor product. We are leaning toward cutting our land line and consider what to do with our internet. With customers leaving the phone companies, I would think they'd cater more to us as we can say goodbye!!

>>

>> Lois Ryan

>> Montgomery, MN

>

1 My big issue, other than the slow
2 Internet, which we pay a fair price for, is a buried
3 cable. It's been above ground for a year now, that
4 I was promised was going to be fixed last year, and
5 I put flags out there and they're still not there.
6 So they are swamped with their work and so they're
7 not getting everything done. They've got the two
8 men, I believe they're both men, that service this
9 area so I'm not here to chastise them because
10 they're good people, as these people are, so I'm
11 just here to throw my name in the hat as well with
12 the frustration with Frontier.

13 JUDGE OXLEY: Thank you, Mr. Crancer.

14 MR. TOM CRANCER: You're welcome.

15 JUDGE OXLEY: Barb Samarzia. Well,
16 you'll agree, that's a hard one.

17 MS. BARB SAMARZIA: It is. I didn't want
18 to touch it either.

19 MR. RANDY SAMARZIA: Wait a minute.

20 JUDGE OXLEY: Can you state and spell
21 your name?

22 MS. BARB SAMARZIA: Barb Samarzia,
23 B-A-R-B, S-A-M-A-R-Z-I-A. And I'm -- and my
24 husband, we're here representing Holyoke, Carlton
25 County.

1 First of all, I would say thank you,
2 thank you so much for giving us this opportunity to
3 come and talk. We have been frustrated for years
4 and didn't know where to go. It's kind of nice to
5 finally know that you're getting heard. I like
6 that.

7 Also, I found out in talking with a
8 couple back there that we were supposed to know
9 about this meeting, which is why a lot of people
10 from Holyoke are not here, because they did not know
11 about it. I found out, it was in the Cloquet paper,
12 which we do not get. We got a little bit of a
13 notice from a paper for Holyoke that we have for
14 ourselves, and the only way I found out more was
15 today I asked does anybody know what's happening, is
16 there a meeting. And I found out from a couple back
17 there that it should have been on our bill. I've
18 got the bill from August 1st, 2018, there's nothing
19 about the meeting. Nothing on it.

20 Okay. So real quickly. Our experiences
21 are the same as everybody else's, it's just uncanny
22 how service can be so horrible.

23 Just real quickly, there was a time that
24 we had really bad Internet and we called and got
25 somebody in Texas and they wouldn't help us. The

1 technician happened to be in the area, who was
2 absolutely wonderful, and he said, well, I'll come
3 and take a look, but I can't do anything because
4 they have tied my hands, I have to have a ticket
5 first before I can do anything. So he came and
6 says, yes, call them, tell them you need a ticket, I
7 will come out and I can help you get your Internet
8 back. We called. We were on the phone for two
9 hours, tag-teaming, because we were so upset and we
10 couldn't get anywhere with them. They kept saying
11 no, no ticket. Can we talk to your supervisor? No,
12 you cannot talk to the supervisor. When I got mad,
13 he took over, and when he got mad, I took over. And
14 it was two hours later when we gave up. We never
15 did get a ticket or did get our Internet fixed at
16 that point.

17 At one point I had called and she said
18 she was the president, Shaneshia Rogan. This was
19 back in 2017. She said she can't do anything, but
20 we'll wait together and talk to technical support.
21 I called at 5:00, we waited until 5:35. Finally she
22 says, you know what, I'll give you a call back when
23 I get ahold of somebody. Well, she gave a call
24 back, but they couldn't do anything. Somebody was
25 supposed to call us, nobody ever did.

1 We get to -- oh, I also told her that I
2 was calling from Holyoke, and I always made sure I'd
3 say Minnesota, because they all automatically think
4 Massachusetts, being from Texas. I said this is
5 Minnesota. So a day later we got a message on our
6 phone. She said, oh, I see that you have 6
7 megabytes, or whatever the technical term is. And
8 she went online and found out that was Massachusetts
9 that had that much. We have 1.63 download and 2.3
10 upload on good days. In fact, our tech told us if
11 we want to get 6 megabytes like Frontier just told
12 us, we have to basically be sitting on the box to
13 get that.

14 So, and I'm going to quit real quick
15 here, but I just want to tell you what my husband
16 went through August 27th, just a few days ago,
17 trying to call Frontier for repair for our phone and
18 our Internet wasn't working, it was slow. On
19 8/27/18 at 12:30, the first time when I reached the
20 menu to hit number 5, I did so and it promptly hung
21 up. I called back and was on hold for at least five
22 minutes when I was cut off. I called a third time
23 and this time they asked for a call-back number,
24 which he gave, and he spoke to somebody about it and
25 they said they had to do a line test. After a

1 number of seconds I was hung up on. Called back
2 again at 12:47. John, at 1:05, said he was
3 transferring me to a copper technician. She asked
4 me for a call-back number and I gave it to her and
5 then I got a dial tone. Hung up on me again. 1:15.
6 Now it's 1:42 and I have no call back. I'm calling
7 again at 1:50. I reached someone and she was going
8 to do a test on the line, a Diane found out someone
9 had written a repair ticket already. We had no
10 idea. So now they said he would be coming between
11 September 3rd and September 5th and they'd let us
12 know. Today was September 5th, we hadn't heard a
13 thing. So Randy called, yes, he'll be here before
14 5:00. He did come. The technician was super, was
15 very good to us, and got our phone back. So we were
16 out of phone service for about a week and a half, I
17 think. I don't even dare call Frontier to get some
18 money back, it won't happen. They've already told
19 me that fact in 2017, I'll never get any money back
20 from any service not done.

21 So thanks again for listening.

22 JUDGE OXLEY: Thank you for your
23 testimony.

24 Grant and Kathy Garriott.

25 MR. GRANT GARRIOTT: Hi. First name

Shaffer

wait 7-10 days to reconnect. That was not going to work for my situation, so I told the operator to forget it, I would just wait until I got into the new house.

The next day, I come to find out that the service tech shows up at the new house wanting to connect the service. The old owners were unaware of what was going on and hadn't even disconnected their service yet. After getting things straightened out with the technician and verifying, again, the details of the reconnect, we parted ways. Date of reconnect comes along and no word from Frontier, no technician. I call again and see what is going on only to be told it will be 7-10 business days before someone comes out. Luckily for me, it was only 3. The technician came out ran the line, hooked up my router and tried to connect the service only to find out that my account was blocked.

The technician had no idea and is unable to help, so I call Frontier yet again, but no one is able to tell me why the account was blocked or is able to unblock it. I am then directed by customer service to call back at a later time to see if anything can be done. It took 3 days of calling before I finally found someone who was able to unblock the account and get my service up and running.

After receiving my bill for that billing cycle, I noticed that I was charged for a full month of service. I contacted customer service again to dispute the fact that I had been without internet service for 13 days and yet was billed for a whole month. In the end, they approved a \$15 credit to my account.

1 Read

Reply to Misty Anderson



[Jayne Shaffer](#) about 1 month ago

We have had a very frustrating last several months with Frontier. We live in LeRoy, MN in the SE part of the state. Like many of you have stated, we also have limited options for internet carriers. We've been with Frontier since they took over operations from our previous phone/internet carrier, I'd say about 10 years. At first, service was ok, but over the last several years has gotten slower as we remain DSL while other companies are offering fiber optics. Frontier offers fiber optics in a town about 12 miles west of us, but we were told by one of their technicians that there are no plans for it to ever come here. We have also experienced years where we went through multiple routers, but have actually been told it's not uncommon for them to only last three to six months! The recent and most frustrating issue has been extended periods of time without service. We were out 17 days in July, and then 10 days from August into September. The first time involved a tree limb falling, which of course is beyond Frontiers control. When I called it in, my call was answered by a customer service tech named Jesse, who's greeting was as follows: "HELLO, HELLO, HELLO!! Thank YOU for calling Frontier!!" It was so loud and unprofessional that I had to wonder how it was permitted in what is supposed to be a communications business. To make a very long story short, while I explained that a phone line was laying on a sidewalk and boulevard where children ride bikes, my first available

Shaffer

service call was over a week away. When the technician came and restrung the line, our internet worked, but the land line still wasn't functioning. Within two days we had no service again, and we finally got another service call with a technician who solved both problems on the 17th day of no service. Each call to the service department lasted a minimum of 25 minutes to a max of one hour. I was told my August bill would be adjusted to \$40. When I received the bill it was only about \$20 less than normal. I tried their online chat with customer service, was told , no my bill was correct, and I had been credited \$40 over the course of my July/August bill, my bill was never to be only \$40.

Then, in late august, we lost all service again. This time my service call lasted 1 hour 39 minutes. I was cut off, transferred without being able to fully describe my problem, put on hold for long periods, and finally dropped to begin the process again. When I became disgusted, I was told I was being rude and inappropriate. I explained that was not my intent, but that this had been extremely frustrating, having just gone through this barely a month before. I told them at one time, service like this was amended by giving a customer a refund or a month of free service. I was told I would have to contact customer service again when my service was restored. I haven't been able to bring myself to go through that experience, as I know where it got me last time. It seems that the Frontier customer service department is totally immune to anything that the customer says, perhaps because they deal with so many unhappy customers due to their companies poor service. In closing, we have already signed with a new company coming to our area that offers fiber optic service. I am waiting for the day that myself and many others in my area are able to make that final call to Frontier to disconnect service. I dread how that will go, but am also looking forward to moving on.

0 Reads

Reply to Jayne Shaffer



[Michael O'Donnell](#) about 1 month ago

Our service with Frontier has been disappointing for a number of years. Many local residents including myself have resorted to tracking down a Frontier service person on the side of the road and asking for help due to service orders being ignored. Every time we call Frontier we are told our line is "fine", this while the representative has to ask us to repeat everything we say due to the static on the line. Our internet fails on a regular basis but calls to Frontier go unaddressed. Never have I experienced such a poor level of service from a business. Friends of mine have had to purchase their own routers when ones provided by Frontier failed and were not replaced. In typical form however, Frontier still charged the customer for a company router even though they wouldn't maintain it. I could go on and on... We need another option for our service. Please help.

1 Read

From: askov2f4@scicable.com
To: [Staff_CAO \(PUC\)](#)
Subject: MPUCDocket number P407,405/CI 18-122
Date: Wednesday, August 08, 2018 11:05:31 AM

My name is Elaine S. Smith. I would like to comment on the above docket. I have been unable to receive phone calls for a month. They were to have it fixed by today. I called my number with my cell phone and got a busy signal. I am 79 years old and am suppose to receive wellness checks and they can't be made. I have no other alternative than to discontinue my land line. I had to cancel my Life Alert because they couldn't get through. Also now I am being billed for another month for which I received no incoming service. I should be able to pay 1/2 of the bill as I only received 1/2 service. I just have the phone service. I don't have any of the add-ons such as long distance because I can make long distance calls and have yet to come up to the amount they charge for it. I have no caller I.D. no call waiting, no nothing but the phone. I think that \$40 to \$45 is too much for what I am getting.

Sincerely

Elaine S. Smith

3556 Bregnedalgade Apt 11

Askov MN 55704

Cell Phone: 320 372-2072

From: Splettstoeszser, Linda
To: Staff, CAO (PUC)
Subject: Docket number 18-122
Date: Sunday, April 01, 2018 6:15:10 PM

Re: Frontier communications

Hello,

After repeatedly trying to work with Frontier to get our internet to work it became clear they did not care about providing usable internet service but were more interested in taking my money and giving me nothing in return. I repeatedly called them to express my concern that I did not have internet service despite them being my provider and my bill always being paid on time. I finally cancelled all services with Frontier after many months of frustrating calls.

I have a balance that is owed to me by Frontier. I have repeatedly called them to find out how I can get the money they owe me. They have told me they will send a check out to me but they never do. They continue to send me statements each month showing I have a positive balance but they never send me my money. They are just trying to see if I will give up and they will never send it to me. I would like to take them to small claims court just to make a point.

The company are scam artists that are just taking advantage of innocent people. They should not be allowed to do business in Minnesota.

Linda Splettstoeszser
5106 114th Street SE
Delano, Mn. 55328
763-438-8931

Linda Splettstoeszser
Edina Realty
763-614-3525
lindasplettstoeszser@edinarealty.com



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From: Debbie Staehle
To: [Staff, CAO \(PUC\)](#)
Subject: Re: Frontier Communications
Date: Thursday, September 20, 2018 5:31:23 PM

Hello,
Our city is Crane Lake, Minnesota on the MN/ Canada border.
Debra Staehle

Sent from my iPhone

On Sep 20, 2018, at 3:53 PM, Staff, CAO (PUC) <consumer.puc@state.mn.us> wrote:

Good afternoon Debbie,
I would like to e file your public comment but cannot unless you disclose your city location.
Thank you,
Erin Petschel

Erin Petschel

Consumer Affairs Mediator | Consumer Affairs Office

Minnesota Public Utilities Commission

121 7th Place E, Suite 350
Saint Paul, MN 55101-2147
O: 651-296-0406
TF: 800-657-3782
F: 651-297-7073
mn.gov/puc

From: Debbie Staehle <djstaehle@gmail.com>
Sent: Thursday, September 20, 2018 8:54 AM
To: Staff, CAO (PUC) <consumer.puc@state.mn.us>
Subject: Frontier Communications

Frontier Communications has consistently provided extremely poor service and resolution of telephone outages. Our property in Northern MN was without service multiple times this summer with the longest stretch of time of 6 weeks. This is unacceptable with no ce ll phone service from Verizon in the area either. Our neighbors did have phone service from Frontier, but not us. Repeated twice daily phone calls to Frontier for information was frustrating because I didn't speak with the same customer service agent ever!! Please review their company and assist the consumers with obtaining a different carrier.

Thank you,
Debra Stahle
Treasurer
Shelter Bay LLC

1 because they are two different services and they are
2 subject to different rules and regulations. So if
3 you forget to do that or if for some reason I didn't
4 catch it, I'll ask you to clarify what your comment
5 is.

6 Lastly, if you brought along something
7 like a copy of your bill or a statement that you've
8 written out, that you'd like to make part of the
9 record, you can give that to me, I'll mark it with
10 an exhibit tag, it'll get admitted into the record
11 and a copy of it will be placed in this docket so
12 the Commission has access to it, too, as well as
13 other parties to the proceeding.

14 So before I turn it over to you, let me
15 just ask, are there any questions from anyone about
16 what we're doing here tonight, or this afternoon?

17 Okay. So the first person on my list who
18 indicated an interest in speaking is Marty
19 Sterzinger.

20 MR. MARTY STERZINGER: That's me, Your
21 Honor.

22 JUDGE OXLEY: Did I say your name right?

23 MR. MARTY STERZINGER: You did. Thank
24 you.

25 JUDGE OXLEY: Could you spell it, please,

1 for the court reporter?

2 MR. MARTY STERZINGER: Marty Sterzinger,
3 S-T-E-R-Z-I-N-G-E-R. And I own the 19&75 Filling
4 Station in Ivanhoe, Minnesota.

5 COURT REPORTER: If you could come up
6 here, please, so I can hear you.

7 MR. MARTY STERZINGER: All right. I own
8 the 19&75 Filling Station at Ivanhoe, Minnesota.

9 And I have a problem with both broadband
10 and voice communication. Not so much voice
11 communication, but the analog lines. I use a
12 Verifone system, or a point of sales system.
13 Verifone is in Walmart, they're at Menard's, they're
14 all over. They use an analog system for backup, and
15 we use broadband for credit card clearing.

16 And I'll just, you know, if you don't
17 know what's wrong, you can't fix it, right? But in
18 the last 20 days, I've been down for about four
19 hours. And I'm paying for broadband business
20 service so I'm supposed to have business repair
21 times within 24 hours, so I'm told. The last time I
22 was down for three hours, that was on the 1st of the
23 month. I was told I was going to get a call back on
24 the 8th, a week later. You can't shut down systems
25 for a week, walk away. We are running a 24-hour

1 truck stop and, you know, no Internet, no broadband,
2 no credit cards, it doesn't work.

3 As far as the backup goes, Verifone keeps
4 telling me that the voice communication lines are
5 too noisy. I've got 12-pair cable coming out to the
6 store from the central office. They've only found
7 one pair that's conducive for communication, 11 pair
8 are broken.

9 And this goes back. I opened the store
10 in 2012. We've been dealing with this problem from
11 the very beginning. We started out with a dynamic
12 IP address. The dynamic kept switching every three
13 to four minutes. On a weekly basis, the server in
14 Farmington kept dropping the DNS every time it
15 issued a new IP address. Getting ahold of Frontier,
16 they said the only way to fix the problem is to put
17 in a static IP, which I said, it's a little more
18 expensive, right? Yes, it's another 25 to 30 a
19 month. I opted for it. It didn't help. The static
20 IP still drops.

21 When you call in -- and, again, you know,
22 you guys are the service technicians here in
23 Minnesota, but when you call the 800 number you're
24 going to go to a service technician in New York or
25 someplace in another part of the country. First

1 tier, the first tier doesn't understand what's going
2 on, they're reading a book, and to get to the first
3 tier you've got to sit through a five-minute
4 monologue of a prerecorded message telling you how
5 you should add to the system, how you'd like to
6 prepay your bill, how to set your bill up on an
7 automated billing system. I won't do that because
8 it just doesn't work.

9 So after the monologue and about 45
10 minutes of hold time, you finally get to talk to
11 somebody on the first level support in New York, not
12 here. And if I go back to that first incident I had
13 the beginning of this month, I was issued a trouble
14 ticket, six days later I got a call back from a
15 service technician in Ohio who was wondering where
16 my address was. He had no clue where Minnesota was.
17 He had no clue how he was going to fix this problem
18 in Ohio.

19 I mean, there's a myriad of other things,
20 but it really doesn't pay to get into the old
21 history. Just fix the broadband, if we could clean
22 the lines, if we could get the speed that we're
23 looking for.

24 I have three Frontier accounts. I think
25 maybe the last thing I'd like to talk about is my

1 three Frontier accounts. I have three different
2 accounts with supposedly fixed amounts on all three,
3 but I have yet to have a month come up where I had
4 the same bill, they're always varying between 10 and
5 20 and maybe even \$50.

6 JUDGE OXLEY: Do you know what categories
7 the variances are occurring in?

8 MR. MARTY STERZINGER: Two of the
9 accounts have broadband, one account is strictly
10 voice. The voice line is the stable line. The
11 variance comes on the two broadband lines.

12 JUDGE OXLEY: Thank you.

13 MR. MARTY STERZINGER: Thank you. Thanks
14 for having the meeting and thanks for listening.

15 JUDGE OXLEY: The next person who
16 indicated an interest in addressing us is Ms. Lynn
17 Stoneking.

18 MS. LYNN STONEKING: Right here.

19 JUDGE OXLEY: Hi.

20 MS. LYNN STONEKING: Hi.

21 JUDGE OXLEY: Welcome.

22 MS. LYNN STONEKING: Thank you. Thank
23 you also for having this. I want to echo what Marty
24 said, I appreciate it.

25 I'm a young mom from Minnesota. My

1 testimony.

2 Mr. or Mrs. Taran, Turan? Good
3 afternoon.

4 MR. ARINDAM TARAN: Good afternoon I
5 didn't realize I'd come up so fast.

6 Hi. My name is Arindam Taran.

7 COURT REPORTER: Can you spell that,
8 please?

9 MR. ARINDAM TARAN: Sure. A-R-I-N-D-A-M,
10 last name Taran, T-A-R-A-N.

11 I'm a former telco guy, I work in data
12 centers, I understand the industry. I've worked
13 with Qwest, which used to be US WEST.

14 So my issues have been that being a
15 Frontier customer for close to 18 years now, and
16 when there is an issue and you call them, they
17 always take you back through some troubleshooting
18 techniques that typically do not work, whether it's
19 Internet, where it's the problem on their end.

20 And at one point I used to know a manager
21 called Kevin, who has now been moved to the Ohio
22 office and I would actually call him and say has the
23 switch gone out. It was a faster resolution for me
24 to find out how long I don't have to be at home
25 because there was never an ETA on when the service

1 would come back. As this lady was just talking
2 about, Internet service, it just goes away. And I'm
3 living literally in the heart of the city next to a
4 SuperAmerica and Walgreens on County Road 42.

5 So we know there's some issues. The
6 problem is there seems to be a marked difference
7 between services when it was Frontier by itself and
8 then it's part of a bigger company now.

9 At one point, we had some issues with
10 bundled services, as somebody else was talking,
11 except it's not the kind of bundling we're talking
12 about, it was basically we had two lines at home, a
13 single line that has a suite of telephone services,
14 three-way calling, everything, and the second line,
15 which is literally in the good old days, my fax line
16 and a voice line. It has nothing, it doesn't even
17 have Caller I.D. Except for doing touch tone, it
18 doesn't do anything.

19 Now, at some point they unbundled my
20 service. I just happened to see a bill, that's
21 exactly how I found out they unbundled. I still get
22 a single bill, but since they unbundled the service,
23 I have been getting, one, my bill went up, two, I
24 have actually had something that this other person
25 actually talked about, is three-way calling. The

1 funny part is, as I said, I'm a telco guy. It's a
2 single line phone. If you press the button, the
3 call is dead. Three-way calling doesn't happen on a
4 single line phone.

5 And I have spent countless hours and
6 literally countless hours going back and forth
7 trying to do this, doing a total investigation.
8 Because that's what they use. They said we will do
9 a total investigation, find out how you can have a
10 three-way charge. And absolutely no phone calls.
11 There's always somebody who will say I'll have a
12 manager call you back. Yes, this is a genuine
13 problem.

14 As the person before me noted, some of
15 the issues on the back end of their software, where
16 the software actually doesn't take the call, there's
17 a call hang-up. And we have had months where we
18 have had \$7, \$5, sometimes I just don't call because
19 it's just going to waste too much of my time trying
20 to solve this.

21 And it has got to the point where I just
22 started writing off three-way call as a part of
23 doing business with them.

24 JUDGE OXLEY: So you're still being
25 billed for three-way calling?

1 MR. ARINDAM TARAN: Yes, I'm still being
2 billed for three-way calling on a single line that
3 actually cannot do three-way calling. There is a
4 provision in their software that says if you would
5 hang up the phone and don't wait three seconds, it
6 may, their operating word is may, become a three-way
7 call. How that is physically possible, I am
8 baffled. Because, again, in this digital age, that
9 is absolutely not possible.

10 So at one point before this, I actually
11 -- I sent some emails and that seemed to work, but
12 now nobody responds back at corporate office. So I
13 have even stopped going that route.

14 So this is all I have for the three-way
15 calling part.

16 As for the Internet service, I wish when
17 the service goes out they'd actually refund us money
18 by going out. Sometimes it goes out for a day, a
19 day and a half, sometimes a few hours. There is
20 never a fix.

21 Also, the drop-in speed. We have never
22 seen, I mean, since 2001, at least at this house, I
23 have never seen a drop-in speed as consistently as I
24 see. And I have high-speed, but not high-speed like
25 we traditionally call high-speeds. I have a bundled

1 Internet, so bundled services, just two lines coming
2 into the house, line 1, line 2, and you take two
3 wires of each line and you turn that 10 meg service
4 into a 20 meg service. That's the bundled modem.

5 The problem is, instead of 20 meg I get
6 12 or 15. Now they're trying to sell me higher
7 speed for less money, which is lower speed than what
8 I have. So they're saying we'll give you another
9 modem that will give you 12 megabyte, and I said,
10 why do I need a single -- a modem with 12 meg when I
11 already have one at 20 meg? They said that's not
12 possible, you can't be having a 20 meg.

13 Again, you just take what you get.
14 That's what I'm doing right now. I wish I can jump
15 and get into Comcast or something, but I don't want
16 to do that. It's my phone company, they actually do
17 a good job when they used to be good. All I hope is
18 somebody gets on their case and makes them better,
19 like the PUC and others used to do with US WEST and
20 everybody else.

21 Thank you.

22 JUDGE OXLEY: Thank you, Mr. Taran.

23 MR. ARINDAM TARAN: Do you need the
24 bills?

25 JUDGE OXLEY: You're welcome to enter

1 Frontier to agree to come in December and install
2 service for her for Internet and phone. And I
3 understood from the salesperson that it was a
4 two-year contract that we were agreeing to. It
5 turns out a year later, at about two and a half
6 times her bill, and she called and they said, well,
7 no, that was a two-year promotion. It was only for
8 a year that the rate was guaranteed.

9 JUDGE OXLEY: So you had signed for a
10 two-year contract, but only --

11 MR. SYLVAN TEKRONY: Well, we did it over
12 the phone. We didn't sign.

13 JUDGE OXLEY: Okay. And you understood
14 that the rate offered would be offered the same for
15 two years?

16 MR. SYLVAN TEKRONY: Yeah. And we had --
17 and that we were agreeing to have service from them
18 for two years.

19 JUDGE OXLEY: And did you contact the
20 company?

21 MR. SYLVAN TEKRONY: Yeah. And then they
22 told -- well, she did, and they told her, no, it was
23 only a year agreement on the rate, but the promotion
24 was for two years of time that they gave that
25 promotion available.

1 JUDGE OXLEY: Thank you.

2 MR. SYLVAN TEKRONY: Okay.

3 JUDGE OXLEY: Thank you, Mr. Tekrony.
4 Nancy Olson.

5 MS. NANCY OLSON: I'm as close to the
6 front as I can get.

7 JUDGE OXLEY: You are very close to the
8 front and it sounds like you have a strong voice
9 that will carry to the far reaches of this gigantic
10 hall.

11 MS. NANCY OLSON: It is O-L-S-O-N. And I
12 represent Oden. My address is Butterfield, we live
13 in the country.

14 I can go on all aspects of what they have
15 said about the service. My mother-in-law is 98
16 years old, lives at home by herself, is on the
17 lifeline, and her phone went out and without her
18 phone she has no lifeline. So we called up to
19 Frontier to get this fixed. And they said, well,
20 that's an emergency then, it'll be 24-hour service.
21 And that was 10 days later, my husband calling six
22 times, every time talking to somebody different.
23 Yes, it'll be a 24-hour emergency service. Finally
24 we called the electrician and they came out and
25 fixed it.

1 Harry Tolzman. Please come up, Mr. Tolzman.

2 MR. HARRY TOLZMAN: Let me begin by --
3 maybe it got turned off.

4 Let me begin by saying that I want to
5 thank you for providing us a venue by which to vent.

6 My name is Harry Tolzman, H-A-R-R-Y,
7 T-O-L-Z-M-A-N. My wife and I live at Waterville,
8 Minnesota, rural route, Waterville, Minnesota, which
9 is approximately 50 miles southwest of here.

10 We're on an extension out of Elysian,
11 Minnesota, and I have lived there for 40-some years,
12 and we've had Frontier, both telephone service,
13 landline, and now recently, within the last 15 years
14 we've had their Internet service.

15 Over the years we've experienced
16 problems. Whenever we had moisture or rain, it
17 would render our landline telephone inoperable, we
18 just couldn't use it. So you'd call in to the
19 customer service and you'd get somebody in Florida
20 or Alabama or Colorado and they would run their
21 standard checking procedures and they'd say, well,
22 we don't find any problem in the line, it's got to
23 be within your house. They say, well, we'll be out
24 in four or five days and between 8:00 and 5:00.
25 Make sure someone is home because if the problem is

1 inside the house it's going to be billable. And
2 then mysteriously a day later or something the
3 problem would disappear. And so you'd ask the local
4 technician, well, how did they resolve it? Well,
5 they say there was a mouse in the transfer station
6 and he chewed on the wires or he'd come up with some
7 excuse. But in any case, in the last three years,
8 it got to a point where the technician, local
9 technician, decided that they needed to rebury the
10 telephone cable that was -- that ran from Elysian,
11 Minnesota to our rural route Waterville.

12 And so they contract with an outfit out
13 of Indiana, Direct Line Communications Underground
14 Burying, who in turn sublets to another company
15 called Premier Underground. So one day these guys
16 show up from Indiana and they needed to bore
17 underneath State Highway 60 to get the cable from
18 across the highway to our residence, which was on
19 the north side of the highway. So they came out and
20 they bored underneath the highway and they ran the
21 cable and then they got into a big argument with the
22 local technician as to where the cable was to run
23 and so they got mad and left.

24 The next day another outfit, same,
25 Premier Underground out of Indiana, shows up, and

1 they were supposed to connect the cable from the
2 highway down to the closest junction box, which is
3 about 100 yards from my place to the road and it's
4 another 100 yards from the road to the nearest
5 junction box. So they started in with their plow
6 and they plowed up to the house and they hit some
7 tree trunks and the plow would jump out of the
8 ground.

9 Finally they got up to the house where I
10 had decorative rock and they say, well, we can't dig
11 here so we'll just lay it on top of the rock. And
12 then wherever it jumped out of the ground because of
13 a root, it's buried about one inch below the ground,
14 in other places it's 8 or 10 inches, where it should
15 be. So anyhow, they said that's the best we can do.

16 Then they went across the road to make
17 the connection to the nearest junction box, and they
18 went right down the shoulder of the road about three
19 feet off the blacktop and they were going down the
20 road with their plow. And lo and behold, the state
21 highway department drove by and happened to see them
22 going right down the shoulder of the road. And so
23 they questioned them, and lo and behold they didn't
24 have a permit to bury this cable.

25 So the next day a guy shows up and he

1 hooks up his pickup to the cable and he pulls it all
2 out. And the local technician comes out and he lays
3 a temporary line on top of the ground over to where
4 they had plowed underneath the road, and he made the
5 connection so we could get our telephone service
6 back. And they said they would be back to rebury it
7 in the proper right-of-way position as soon as they
8 had the proper permits. That was two and a half
9 years ago. And this cable is laying in the road
10 ditch, and meanwhile the state highway department
11 came along and they mowed the road ditch and they
12 cut the cable. So they replaced the cable again.
13 And then another time a snowmobile took the cable
14 out. So that cable still lies there strung between
15 the sumac bushes so that they can't mow it when they
16 mow the road ditch.

17 And I keep calling these people to get
18 this fixed and they keep telling me, well, they
19 don't have the permit yet. So I called the highway
20 department in Mankato and they say there's been no
21 application for a permit to rebury your cable.

22 In the interim, I had opened up a
23 complaint with the Federal Communications
24 Commission, which is located in Washington, D.C.,
25 and they in turn responded to me. And Frontier had

1 the gall to tell them that they had investigated the
2 above statements and offered the following
3 resolution. Upon the investigation, Frontier showed
4 that the line was repaired as of August 11, 2017,
5 Frontier will be burying the line on August 31st,
6 2017. Frontier spoke with Mr. Tolzman and advised
7 him of the above information. They had the gall to
8 tell them it was fixed and that same problem is
9 still there, the cable lies between the bushes. So
10 whenever we have moisture or rain, we'll be out of
11 service for our landline phone. And it's just very
12 frustrating to have to call and get a customer
13 service rep many states away that runs his routine
14 check and tells you, well, the problem is not on
15 their end, it's in your house, and yet it's never
16 been a problem within the house.

17 JUDGE OXLEY: Mr. Tolzman, would you like
18 to submit that letter from the FCC into the record?

19 MR. HARRY TOLZMAN: Yes, if someone wants
20 to make a photocopy of it, that's fine. It's
21 already a year old, that they told the Federal
22 Communications Commission that the problem is fixed
23 and that the line had been reburied.

24 JUDGE OXLEY: So I would mark it as
25 Exhibit 28. She'll take a picture of it and then



Tolzman

August 16, 2017

Federal Communications Commission
Consumer and Governmental Affairs Bureau
Consumer Inquiries and Complaints Division
445 12th Street, S.W.
Washington, DC 20554

Harry Tolzman
16118 State Highway 60
Waterville, MN 56096

Complaint No.: 1837843
Received: August 16, 2017

Dear Consumer Inquiries and Complaints Division:

Frontier Communications has received notification of a complaint from the above individual.

According to the complaint:

- Mr. Tolzman advises she would like the line buried.

Frontier has investigated the above statements and offers the following response:

- Upon investigation, Frontier shows that the line was repaired as of August 11, 2017.
- Frontier will be burying the line on August 31, 2017.
- Frontier spoke with Mr. Tolzman, and advised him of the above information.

If Mr. Tolzman has any additional questions, please contact the undersigned.

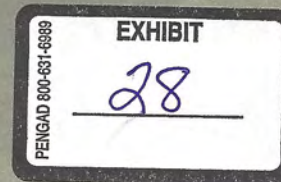
We trust that this information will assist the Commission in closing this complaint.

Sincerely,

Benjamin Delgado
844 320 4445 Ext 1111292

cc: Harry Tolzman

JUSTIN
ELL 276 597 2056



From: mntrierweiler@citlink.net
To: Staff_CAO (PUC)
Subject: Docket Number 18-122
Date: Thursday, March 08, 2018 8:38:55 AM

Bruno

Hello,

I am writing in regards to the investigation into the services provided by Frontier Communications, Docket Number 18-122.

We have lived in our house since 1995. We are the last house on the line that ends before the 218 area code takes over. Needless to say, this has been an ongoing nightmare. We pay for phone, high speed internet and Dish through Frontier. I have called numerous times for the same issues...one we are dealing with right now. Since we have lived here, our line goes bad in the spring if it rains too much, we get a static noise on the line and of course internet issues. If our neighbor (2 miles away) turns on his electric fence, we get a pulsing buzz on the line. According to Frontier, there is nothing they can do about it, we just have to live with it. Since they are the only game in our area, we're stuck. So, these types of issues have been ongoing since 1995. When we are without phone or internet or we can't use our phone because of the noise on the line, there are no discounts or credits issued.

This particular issue started last winter. We called the phone company because, once again, our internet was spotty. I work from home, so this can be a huge issue. The phone guy came out, looked for the trouble, found that the line was almost completely separated. Because the ground was frozen, they would have to come back in the warmer months to fix it. We would just have to live with it until then. No credit for our bill, EVER! We are without internet or have spotty internet at least 1/3 of the month. But we never get a credit or a discount. More ongoing issues.

They did not come out to fix the line. Now the line has broken. We called and they came out again in the middle of February. The repair man said that he temporarily fixed the line, but that he did not think that it would hold until the ground thaws and they could get a truck up here to dig up the line. The line broke again, I called again and was told there is a freeze on emergency/priority trouble issues. Again, no kind of reimbursement, or credit or discount on our bill.

We are fair people, we don't mind paying for the services that we want. What we cannot tolerate, is the long-time fraud, the not caring about fixing their equipment to provide the services they are charging us for and the lack of common decency. They get from us what they want - our money; but we DO NOT get from them what they promise - high speed internet or phone, every day! Very frustrating!

If I have sent this to the wrong place, or there are questions, please feel free to contact me at (320) 838 - 3638 or mntrierweiler@citlink.net.

Thank you for your time and for at least listening to our issues.

Sincerely,

Nicci Trierweiler

Bohler, Scott

From: Staff, CAO (PUC) <consumer.puc@state.mn.us>
Sent: Monday, May 21, 2018 9:32 AM
To: Consumer Affairs
Cc: Swanson, Tanya
Subject: MN PUC Case ID 71253 PS- Service Issues and damage to service boxes
Attachments: 71253- Daryl Ulshafer.pdf

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Hello. MPUC received the attached complaint from Daryl Ulshafer. He has been having service issues. He called for repair service and technicians respond but the problems still continue. In addition there are 4 damage utility boxes in their area. Please send service techs to exam the boxes to see if they belong to Frontier and repair them. Please follow-up with customer on his other service issues that have not been resolved from previous service calls.

Thank you,

Pa Stelzner

Consumer Mediator | Consumer Affairs Office

Minnesota Public Utilities Commission

121 7th Place E, Suite 350
Saint Paul, MN 55101-2147
O: 651-355-0004
F: 651-297-7073
mn.gov/puc



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may 10
RECEIVED Docket Number
MAY 18 2018 18-122

MINNESOTA PUBLIC
UTILITIES COMMISSION

Our phone service with frontier has been very dissatisfactory for years now. We have made several calls and they have done fix it tickets trying to fix the problem, but with no results! Our phone crackles, rings loudly, buzzes and makes it very difficult to even hear the person on the other end. It makes it very hard to do any business calls. They can't hear us very good on the other end neither we live in the country, so our cell service isn't

DOC 093120

RECEIVED
MAY 8 1988

real strong, so we can't
get rid of our land
line yet. Enclosed is
some pictures of four
of the phone boxes on
our road. I don't know
if these are active
boxes or not. They are
not in the best of
shape. Hope things get
fixed, not happy
paying for this kind of
service.

Thank you,

Daryl + Cindy Ulshafer
9139 Hwy 29
Kelsey Mn. 55724

218-427-1014

DOC 003121



DOC 003122

X 151



DOC 003123

Ulshafer



DOC 003124



DOC 003125

1 just darn disgusted.

2 JUDGE OXLEY: Thank you.

3 Nita Utterback.

4 MS. NANCY JOHNSON: We have Internet also
5 and it's never there.

6 JUDGE OXLEY: Did you want that to be on
7 the record, Ms. Johnson?

8 MS. NANCY JOHNSON: Yes. Our Internet
9 never works.

10 MS. NITA UTTERBACK: I'm Nita Utterback,
11 U-T-T-E-R-B-A-C-K.

12 I've been a customer of Frontier for 12
13 years now. I wouldn't say a loyal customer, I would
14 say a captive customer. In those 12 years, I would
15 be conservative saying I've had 70 work orders in.
16 Last year, between May and November, I had 23 work
17 orders. I work from home. I'm a government worker.
18 I ended up taking 20 days of my vacation time last
19 year waiting for Internet, to come fix my phone or
20 my Internet. Oh, and I do have phone and Internet,
21 I'm sorry.

22 A lot of times I would get a phone call,
23 hey, it's all fixed. And the phone would be fine,
24 but the Internet would still be down. So I'd call
25 and say, yeah, the phone is fixed, but not the

1 Internet. Oh, well, that service ticket has been
2 closed, I'm sorry, you'll have to open a new one.
3 So another two to three weeks to get the Internet
4 fixed. A lot of times the phone would be fixed, a
5 lot of times the Internet would be fixed.

6 Finally, and this year, kudos to
7 Frontier, I've only had two work orders. And I
8 think one of the biggest frustrations is you call
9 when your speed is not working and you say, you
10 know, I pay for high-speed Internet, and they say,
11 oh, well, that only guarantees up to 10 megs, or
12 whatever service you're paying for. But they always
13 stress up to 10 megs. Your 1 meg is just fine. But
14 that's not what I'm paying for.

15 And I haven't had a lot of problems this
16 year, I've been very grateful for that. But for the
17 past 12 years it has been substandard service. And
18 since we're held captive, since we don't have other
19 options in the area, I think that Frontier should
20 start paying a little more attention to us as
21 customers.

22 Thank you.

23 JUDGE OXLEY: Thank you.

24 Ms. Ellen Saller. Did I say that
25 correctly, your last name?

From: Kathy Westlin
To: [Staff, CAO \(PUC\)](#)
Subject: MPUC Docket #P407,405/CI-18-122
Date: Thursday, September 13, 2018 7:24:25 PM
Attachments: [ltr MPUC Frontier.docx](#)

Please see the attached letter with our comments regarding the investigation of Frontier.

--

Kathy & Dennis Westlin

KATHY & DENNIS WESTLIN

2545 Marttila Road
Ely, MN 55731
218-365-6379
burntsideriver@gmail.com

9/27/2018

Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

Re: MPUC Docket #P407,405/CI-18-122

Thank you for inviting us to comment on the adequacy and service quality, customer service, and billing practices concerning telephone services provided by Frontier. Like anyone living in Ely and the surrounding area for the past 40 years we are long standing customers of Frontier, because we have no other options for landline or limited options (satellite) for internet service.

In the mid-late 1990s Frontier started offering packaged plans. Initial plans were good but when your contract was up they just automatically started charging you their more expensive rate. Only if you called them to inquire why your bill increased, would they search for a somewhat better plan for you, but the best plans were reserved for new customers. Loyal long-term customers are second rate. They should offer a long-term plan with low rates to long-term customers in good standing.

For a long time we understood a landline was physically required in order to receive internet. Also the so called "high" speed internet was often much slower. Apparently Frontier sells connections "up to" a specific speed, but does not guarantee that speed will be available. When a landline was no longer necessary and our contract again expired we choose to drop the landline because of the cost, we had cell phones, and just continued with internet service. Within the first year of the contract we reported that our so called "high" speed internet was too slow to upload or download things or watch Netflix or do most anything one would want to do on the internet. They found us a two-year plan that provides Broadband Ultra (24 megabites/sec) that includes landline service for about the same price. Well that seems like a "No Brainer" to us. Why not get Ultra internet speeds with landline service for about the same price as their unreliable "high" speed without the landline. At the time of this letter we performed a speed check (12 Mbps) which seems a far cry from 24Mbps.

What are all these "Other Charges" on our phone bill that get added onto our so called contract every month?

- Frontier Mail - Standard
- Frontier Simple Rate
- Carrier Cost Recovery Surcharge
- Federal Taxes and Charges*
- State Taxes & Other Charges*

Frontier:

- Federal Excise Tax
- Primary Federal Subscriber Line Charge
- Federal USF Recovery Charge
- MN State Telecom Sales Tax
- MN TAM Surcharge
- MN TAP Surcharge
- St. Louis County Telecom Local Sales Tax
- MN State 911 Surcharge

Frontier Com of America:

- FCA Long Distance - Federal USF Surcharge
- MN State Telecom Sales Tax
- St. Louis County Telecom Local Sales Tax

*Includes Basic Charges. What does this mean?

The June 28, 2018 wind storm knocked the power, phone and internet out. We reported the power outage to the power company that day and the location of trees down across the line on our road. We could not even drive past this point. The power was restored within 36 hours at which time we reported to Frontier that the phone still remained out and that we flagged the pole where the line had obviously been stretched to its limits.

We were told that a technician would arrive by August 3rd, however if we were available anytime between 6-9pm, one could possibly show up sooner. We indicated we would be available in the evenings. Our internet was restored on July 11th. We reported to Frontier that our internet was restored, however not our phone. The phone was finally restored on August 3rd (36 days since the storm) and we were informed that we could request a refund for the days without service. We can see where the repair is, as we stated earlier we flagged the pole and the repair looks pretty crude, with a couple plastic bags around the repairs.

We called and requested a refund for the days without service. We were quoted a \$28.34 refund. When the credit did not show on either our August or September bills we again call Frontier. Frontier could see were a refund had been started but not completed. So they then finalized the refund and said it would be an auto credit of \$20.96 (not the original quote) and to pay only the balance of the September bill. We do not feel the amount of the credit was adequate for 13 days without internet and 36 days without phone service, especially when we still have to pay the "Other Charges." When prorating each service and the "Other Charges" we calculate a figure closer to a \$60 refund.

First it is unacceptable to not have phone service for over a month. Secondly it is unacceptable to pay anything for phone service when none was provided. Thirdly the repair is crude. With power it is metered. When it goes out the meter stops. We pay 24/7 for phone service. When there is not phone and or internet service one should *not* have to pay.

Sincerely,

Kathy Westlin and Dennis Westlin

Frustrated Frontier Customers

Attachment 2

Docket No. P405-P407/CI-18-
122

Department Comments

Jan. 4, 2019

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: February 27, 2018
Citizens Telecommunications Company of MN, LLC
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General Response Due: March 9, 2018
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 1
Topic: NA
Reference(s): NA

Request:

- a. Minn. Rule 7810.1200 requires utilities to keep a record of all complaints received from its customers, including the name and address of the customer, the date and nature of the complaint, and its disposition and date. The utility is required to keep records of customer complaints in such a manner as will enable it to review and analyze its procedures and actions.

Please explain in detail how Citizens Telecommunications Company of MN, LLC, and Frontier Communications of Minnesota, Inc. (collectively referred to as Frontier/Citizens in these Information Requests unless noted otherwise) records complaints.

Response)

Complaints received from outside agencies (such as the PUC or the FCC) are recorded in a Frontier system called Unisys. The Unisys system is used to track and retain customer information related to the complaints (such account number, contact information including address), copies of the original complaint received from the agency, and the Frontier responses. In addition, direct interactions with the customer related to these complaints are recorded in the account notes component of our customer records systems and are therefore available for review if the customer contacts Frontier at a later date with questions or concerns.

To be completed by responder

Response Date: 3/9/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: February 27, 2018
Citizens Telecommunications Company of MN, LLC
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General Response Due: March 9, 2018
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Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

- b. Please outline the criteria Frontier/Citizens uses to determine whether a customer's communication is considered a complaint. For example, if a customer contacts the company and complains about a bill, the company determines it made an error and the company corrects the problem or bill, does Frontier/Citizens consider that a complaint and keep a record of the incident?

Response)

Any complaints received by an outside agency such as the PUC is considered a complaint. A customer request or question is not a complaint. In the example proffered, Frontier would not necessarily consider this event as a complaint. The customer questioned a billing matter, and Frontier determined the customer was correct. The matter would be resolved promptly and directly to the customer's satisfaction.

Frontier representatives record the particulars of all direct customer interactions in the account notes component of our customer records systems. An interaction does not have to be classified as a complaint to receive this treatment.

To be completed by responder

Response Date: 3/9/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: February 27, 2018
Citizens Telecommunications Company of MN, LLC
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General Response Due: March 9, 2018
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 2
Topic: NA
Reference(s): NA

Request:

For the calendar year 2017, please identify all customer complaints received by Frontier/Citizens for regulated services and service bundles that include a regulated service. Provide the complaints in the same format used by Frontier, which enables it to review and analyze its procedures and actions.

Response)

This material is still being collected, and will be provided in response when collection is complete.

To be completed by responder

Response Date: 3/9/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 4/24/2018
Citizens Telecommunications Company of MN, LLC Response Due: 5/4/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 11
Topic: NA
Reference(s): NA

Request:

The Department understands that Frontier bills all customers one month in advance for local service.

- a. Since local service is billed in advance, if a customer terminates service in the middle of the billing period, is a customer provided a bill credit for the unused portion of the billing period?
- b. If a customer subscribes to both local and long distance service from Frontier, does Frontier postpone providing any bill credit owed to the customer for the unused portion of the billing period prior to the final bill being prepared that includes post-paid services, such as long distance?
- c. Do other long distance service providers bill customers via Frontier's bill?
- d. If another long distance service provider bills a customer via the Frontier bill for local service, does Frontier wait for that long distance carrier to provide billing information before Frontier can provide the customer with a final bill?
- e. If another long distance service provider bills a customer via the Frontier bill, and the customer terminates service from both Frontier for local service and the other carrier for long distance service, how long may it take for that other carrier to provide Frontier will billing information?
- f. Of Frontier's residential customers for all services, what percentage purchase local telephone service?
- g. What percentage of residential customers are billed per minute rates for long distance service?

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 4/24/2018
Citizens Telecommunications Company of MN, LLC Response Due: 5/4/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Answer)

- a. It is Frontier policy to provide a bill credit in instances when a customer terminates local service in the middle of the billing period
- b. In such instances, it is Frontier policy to postpone processing a local service bill credit to allow for long-distance and/or 3rd party services charges to post.
- c. Yes, other long distance providers bill via Frontier bills.
- d. Yes.
- e. It can take up to 60 days for other long distance providers to provide billing information.
- f. As of December 2017, approximately 70% of Frontier's residential customers purchased local telephone service from Frontier.
- g. This material is being researched, and will be provided as a supplemental response when it is available.

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 4/24/2018
Citizens Telecommunications Company of MN, LLC Response Due: 5/4/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Answer)

- g. Approximately 57% of Frontier's residential customers are billed per minute rates for long distance service.

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 4/24/2018
Citizens Telecommunications Company of MN, LLC Response Due: 5/4/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 12
Topic: NA
Reference(s): NA

Please identify all steps taken by Frontier after the Commission initiated its investigation (February 12, 2018) to address the concerns/problems identified in all those complaints filed with the Commission regarding Frontier. Include with your response any additional investment made and the specific areas receiving that investment. **This request is continuing; please supplement your response once per month until this docket is closed.**

Answer)

With respect to the complaints filed with the Commission, Frontier has investigated the circumstances and particulars of each complaint and responded to the specific customer concern. Those responses included the application of bill credits for service interruptions, correction of billing errors, remediation of facility issues, etc.

Regarding Frontier's operations as a whole, several actions have been taken. Frontier has revisited its processes for receiving and responding to customer complaints, including focusing its complaint intake and tracking functions, acknowledgement of receipt of complaints, and instituting new processes to track the investigation and response to complaints.

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 4/24/2018
Citizens Telecommunications Company of MN, LLC Response Due: 5/4/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 13
Topic: NA
Reference(s): NA

Section V of the Frontier AFOR entitled Service Quality outlines Frontier's service quality standards and customer remedies. Specifically, E (2) of Section V (Customer Remedies) states that:

If Frontier fails to reinstate basic primary residential service within 48 hours and basic primary business service within 24 hours of the outage or a later date requested by the customer for the repair to be made, for Company reasons, Frontier will provide the customer a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for the first two days (Residential) and one day (Business) that there is a service outage. Frontier shall provide the customer \$5 for each day thereafter that the Residential customer is out-of-service and \$10 for each day the Business customer is out-of-service.

Describe in detail Frontier's process for ensuring compliance with out of service remedies. Provide all internal work papers and training materials related to this process.

Answer)

Within the week after month-end, a senior analyst runs a list of all trouble tickets closed in the previous month and flags those that potentially qualify for a credit. The next step is to review the tickets to verify there was a no-dial tone condition as a result of failure on the Frontier network and that the time-to-repair exceeded 24 hours. Time-to-repair is measured from the date/time the trouble was reported to the date/time the trouble was cleared. Finally, a pro-rata adjustment is calculated based on the monthly regulated charge for voice service, along with any additional daily credits that may apply. A spreadsheet with all customer credits is passed to another team who administers the credit to the customer bill.

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 4/24/2018
Citizens Telecommunications Company of MN, LLC Response Due: 5/4/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

See attached policy, "Frontier Policy MN customer credits.pdf".

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

Overview

Purpose

This section describes Frontier's obligations to provide bill credit as it relates to service quality. Obligations may arise from language in the tariffs/product guides or state rule/statute/order. Sometimes the company is required to automatically provide credit to the customer without requiring the customer to request credit. Other times, the obligation kicks in upon a customer's request for credit.

Credits are sometimes referred to as Performance Guarantees.

Applicability

All credits/Performance Guarantees are tied to service quality for dial tone service provisioned either on copper or fiber (FTTP or FiOS). VoIP is excluded. Video and high speed internet are excluded.

Credit/Guarantee does not include nor apply to any service, feature, or product that is offered, provided, made available, or subject of a separately negotiated contract, understanding, or agreement.

Credit/Guarantee does not apply to non-dial tone or secondary line services.

Frontier is not obligated to provide credit on services that are already paid for.

Continued on next page

Minnesota Guidelines

Description

Out of Service (OOS): A credit for an out of service dial tone condition exceeding 24 hours from the time the trouble is reported.

Missed Repair or Installation Appointment: A credit for missing an appointment to repair dial tone service or to install primary line dial tone service.

Repeat: A credit for when a customer experiences a second network trouble on the dial tone line within 30 days.

Public Utility Commission (PUC)/Tariff

Public Utility Commission (PUC)/Tariff	Type of Service Guarantee
Alternative Form of Regulation Plan	<u>Residential</u> Out of Service > 48 hours
	<u>Business</u> Out of Service > 24 hours
	Missed Repair or Installation Appointment
	Same Trouble Repeat within 30 days

Process

The customer does not need to request a credit; customer credits are automatically issued through Regulatory and the Offline groups.

Continued on next page

Minnesota Guidelines, Continued

Exclusions

Out of Service (OOS): The following are ineligible for credit:

- Repair appointments set by the customer past 24 hours.
- Troubles resulting from the negligent or willful act of the customer.
- Troubles resulting from customer equipment, including inside wire.

Missed Repair or Installation Appointment: The following are ineligible for credit:

- Installation or repair appointments that were missed due to the customer.
- Repairs that resulted from the customer's willful or negligent act, from inside wire or customer owned equipment, payphone troubles or emergency situations.
- Missing installation appointments for non-dial tone or secondary line service.

Repeat: The following are ineligible for credit:

- Repeats that resulted from the customer's willful or negligent act, from inside wire or customer owned equipment, payphone troubles or emergency situations.
-

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 4/25/2018
Citizens Telecommunications Company of MN, LLC Response Due: 5/7/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 16
Topic: NA
Reference(s): NA

Section V of the Frontier AFOR entitled Service Quality outlines Frontier's service quality standards and customer remedies. Specifically, E (2) of Section V (Customer Remedies) states that:

If Frontier fails to reinstate basic primary residential service within 48 hours and basic primary business service within 24 hours of the outage or a later date requested by the customer for the repair to be made, for Company reasons, Frontier will provide the customer a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for the first two days (Residential) and one day (Business) that there is a service outage. Frontier shall provide the customer \$5 for each day thereafter that the Residential customer is out-of-service and \$10 for each day the Business customer is out-of-service.

Email correspondence between Frontier representative Cindy McConaghy and the CAO staff Tracy Smetana in CAO complaint Case# 69442 regarding [Confidential Customer Identifying Information Redacted] July 9, 2017 out of service condition complaint states, in part:

From: McConaghy, Cindy <Cindy.Mcconaghy@FTR.com>
Sent: Thursday, July 20, 2017 7:53 AM
To: staff, cao (PUC)
Subject: RE: MN PUC 69442-TS [Confidential Customer Identifying Information Redacted]

Continued on next page

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 4/25/2018
Citizens Telecommunications Company of MN, LLC Response Due: 5/7/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Good Morning Tracy,

[Confidential Customer Identifying Information Redacted] is in a **Common Cause grouped with 45 other customers** that are out of service due to a lightning strike to some equipment.

The Local Manager and his team are working to restore all customers.

I will get you a final resolution once the service is restored and credits have been issued. (Emphasis added)

Frontier's Local Manager has confirmed that [Confidential Customer Identifying Information Redacted] service was restored on 7/17/17.

Frontier contacted [Confidential Customer Identifying Information Redacted] on 7/20/17 and he also confirmed service was restored. He was advised that the service issue was due to a lightning strike to Frontier equipment.

Frontier advised that a \$15.00 adjustment for time out of service had been issued and would generate on his 7/22/17 billing statement.

The responsive email from CAO to Frontier states in part:

Hi Cindy,

Since his service was out for one week, the credit should be more – a prorated credit for the first 2 days, then \$5/day after that.

AFOR Customer Remedies
2. Out of Service

Continued on next page

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 4/25/2018
Citizens Telecommunications Company of MN, LLC Response Due: 5/7/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

If Frontier fails to reinstate basic primary residential service within 48 hours and basic primary business service within 24 hours of the outage or a later date requested by the customer for the repair to be made, for Company reasons, Frontier will provide the customer a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for the first two days (Residential) and one day (Business) that there is a service outage. Frontier shall provide the customer \$5 for each day thereafter that the Residential customer is out-of-service.

Tracy Smetana, Consumer Affairs Office
Minnesota Public Utilities Commission

The responsive email from Frontier to CAO states in part

Tracy,
I have issued an additional \$25 to [Confidential Customer Identifying Information Redacted] billing statement for a total of \$40.00.

a. Frontier is required to provide the AFOR credit without a request to do so. The CAO had to request the credit for this customer. Identify all 45 customers that were out of service for 19 days due to a lightning storm that damaged equipment. Provide copies of all bills that show Frontier timely provided credit in the appropriate amount to all customers impacted by the "Common Cause" ticket.

Answer)

As reported in response to Department of Commerce IR#4, there were 24 reported troubles associated with the common event on July 8, 2017. The 45 count indicates potential lines impacted, but only 24 customers reported a trouble. Of the 24 reported troubles, 7 were troubles on broadband service and do not qualify for an automatic credit. The other 17 tickets were for voice service. Upon investigation, it was determined that those 17 tickets were closed out by the technician with an erroneous cause code which identified the troubles as being "customer caused". In general, "customer caused" troubles do

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 5/10/2018
Citizens Telecommunications Response Due: 5/21/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 18
Topic: NA
Reference(s): NA

Request:

What process does Frontier use to create rehab reports?

Answer)

The DCR process is a formal on-line submission process to identify and report defective cable issues which was established by Frontier in 2010. When a local operations technician becomes aware of an area of cable trouble, they create an on-line DCR submission. The reporting form has required fields that the technician fills out including the exchange, cable size and gauge, type of cable, cable number and count, lead/grid number, location address, physical section length, electrical section length, shield fault, pairs in trouble, testing equipment used, etc. Once this required information is filled in, the technician submits the DCR and automatic emails regarding the submitted DCR are sent to the technician entering the submission, their manager, the local engineer, and the engineering manager. Once the DCR submission is received by network engineering, it is reviewed to ensure proper testing was completed on the cable in question. If improper or insufficient testing was performed, the submission is sent back to the local technician for the required testing to be performed. When the DCR submission has met all requirements, network engineering then begins the engineering review. This review includes reviewing trouble ticket history on the cable and looking for noted defective cable pairs in the cable. If the engineering review indicates that cable replacement is necessary, network engineering will then engineer the required capital project and request approval of the capital funds needed to complete the project.

To be completed by responder

Response Date:
Response by:
Email Address:
Phone Number:

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 5/10/2018
Citizens Telecommunications Response Due: 5/21/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 32
Topic: NA
Reference(s): NA

Request:

Minnesota Statute § 237.11 states: "Every telephone company subject to the provisions of this chapter, wherever organized, shall keep an office in this state, and make such reports to the department as it shall from time to time require."

The Frontier AFOR plan (Docket No. P405/AR-14-735), and Citizens AFOR plan (Docket No. P-407/AR-15-388) included the requirement to report on five service quality standards described in Section V, C (Standards) of the AFOR. The Department requests monthly reports on two service quality standards that were incorporated into the Frontier and Citizens AFOR plans, specifically, time intervals for restoration of repair service (Section V, C, ii) and answer time (Section V, C, v). The Department requests a report with the same information, level of detail, and format as was/is reported under the AFOR plans.

The Department has access to reports through December 2017 for Citizen's and February 2018 for Frontier. Thus, the Department requests reports from Frontier for starting with the month of March 2018, and each month hereafter, during the term of this investigation. The Department requests reports from Citizen's for the month of January 2018, and each month hereafter, during the term of this investigation. The reports should be provided monthly for the previous month by the 15th day of the following month, or the following business day if the 15th day of the month falls on a weekend or holiday.

To be completed by responder

Response Date: May 23, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 5/10/2018
Citizens Telecommunications Response Due: 5/21/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Answer)

Frontier agrees to provide the previous month's AFOR service quality report. Attached are January through April 2018 results for CTC-MN, and March and April 2018 for Frontier-MN.

To be completed by responder

Response Date: May 23, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

CTC Minnesota Summary Results

	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18
Out of Service Tickets	95.3%	94.6%	97.8%	99.0%	97.1%	97.0%	91.8%	95.4%	99.1%	96.7%	96.6%	95.2%
restored	305	263	269	192	329	263	247	474	452	467	455	413
total	320	278	275	194	339	271	269	497	456	483	471	434

Answer Time (ASA)	348	156	441	247	154	113	64	55	85	90	156	198
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**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 5/10/2018
Citizens Telecommunications Response Due: 5/21/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 33
Topic: NA
Reference(s): NA

Request:

For each calendar year from 2013 through 2018, provide the number of outside network technicians Frontier employed who perform repair and installation duties in Minnesota, for all Frontier products/services.

Provide the information by the geographic area to which the technicians are assigned and identify the geographic area. Please specify the number of technicians who are assigned to perform repair, the number assigned to perform installation, and the number who are assigned to perform both repair and installation work. If technicians are assigned to specific products/services, specify the number for each type of product or service.

Answer)

Frontier technicians are trained and enabled to perform all types of outside plant work including repair, installation, and maintenance for all Frontier services. There are no specific technicians dedicated to only one type of work or particular service. See following table for numbers and locations of technicians.

To be completed by responder

Response Date: May 23, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: May 22, 2018
Citizens Telecommunications Response Due: June 1, 2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 38
Topic: NA
Reference(s): NA

Request:

Does the central office that serves Marine on St. Croix have a back-up power generator on site in the event the electric company serving the area has a power outage? If the answer is no, how does Frontier maintain service to its customers in this area in the event of a power outage?

Answer)

The site does not have a permanent back-up power generator on site. Portable generators are available to be brought to the site to provide power in the event of a commercial power outage.

To be completed by responder

Response Date: June 1, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 6/7/2018
Citizens Telecommunications Company of MN, LLC
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General Response Due: 6/18/2018

Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 39
Topic: NA
Reference(s): NA

Request:

On May 17, 2018, the Department received an inquiry from a customer asking why Frontier began charging a new \$1.99 monthly recurring fee entitled "Internet Infrastructure Surcharge" beginning in March of 2018. The Department sent a request for Frontier to contact the customer to explain the charge. In an email to the customer dated May, 24, 2018, Sharon Armstrong, a Frontier Executive Customer Relations representative, stated "The Internet Infrastructure Surcharge is not a government tax or government surcharge. ***This fee is to defray some of the costs of maintenance of the local network.***" (Emphasis added)

- a. Is the surcharge applied to only customers who purchase internet access service?
- b. Define what constitutes the "local network" in Ms. Armstrong's statement?
- c. Does the \$1.99 monthly charge referred to as the "internet infrastructure surcharge" apply to customers who purchase only telephone service?
- d. What date did Frontier implement this surcharge in Minnesota?
- e. A consumer reported their concern that the surcharge is a result of the Commission's investigation. Is this true?
- f. Has an Internet Infrastructure Surcharge been implemented across all states where Frontier provides service in a manner identical to its implementation in Minnesota?
- g. If not, please identify the states in which the charge has been implemented and those where it has not been implemented, and describe the differences in implementation, if any.
- h. If the surcharge applies to any telecommunications service, please provide all information from which the reasonableness of the surcharge can be determined.

To be completed by responder

Response Date: June 18, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 6/7/2018
Citizens Telecommunications Company of MN, LLC
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General Response Due: 6/18/2018
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Answer)

Frontier objects to this request on the basis that it seeks information beyond the Commission's and Department's jurisdiction as the Internet Infrastructure Surcharge only applies to Internet access service, which is an interstate service not regulated by the Commission.

To be completed by responder

Response Date: June 18, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 6/7/2018
Citizens Telecommunications Company of MN, LLC
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General Response Due: 6/18/2018
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Answer)

While maintaining its previously expressed objection to this request on the basis that it seeks information beyond the Commission's and Department's jurisdiction as the Internet Infrastructure Surcharge only applies to Internet access service (which is an interstate service not regulated by the Commission), Frontier responds to the specific questions:

- a. The Internet Infrastructure Surcharge applies only to customers who purchase internet access service.
- b. Components of the "local network" in Ms. Armstrong's statement would include electronics used to provide internet service as well as the facilities used to house, power, and protect those electronics. In addition, this would include the transport facilities used to transit internet traffic between the customer and Frontier's central offices and between central offices and major internet peering locations.
- c. The Internet Infrastructure Surcharge does not apply to customers who purchase only telephone service.
- d. The Internet Infrastructure Surcharge was implemented in November 2017.
- e. The implementation of the Internet Infrastructure Surcharge is entirely unrelated to Docket 18-122.
- f. Frontier has implemented the Internet Infrastructure Surcharge across all states where Frontier provides service as it has been implemented in Minnesota.
- g. N/A.
- h. The Internet Infrastructure Surcharge does not apply to any telecommunications service.

To be completed by responder

Response Date: November 8, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 6/7/2018
Citizens Telecommunications Company of MN, LLC
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General Response Due: 6/18/2018
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 40
Topic: NA
Reference(s): NA

Request:

Information Request No. 38 asked Frontier "Does the central office that serves Marine on the St. Croix have a back-up power generator on site in the event the electric company serving the area has a power outage? If the answer is no, how does Frontier maintain service to its customers in this area in the event of a power outage?" Frontier responded that "The site does not have a permanent back-up power generator on site. Portable generators are available to be brought to the site to provide power in the event of a commercial power outage."

- a. Are there other central offices in Minnesota, remote or otherwise, that do not have a permanent back-up power generator on site?
- b. If so, identify those central offices.
- c. How does Frontier learn of a commercial power outage?
- d. Describe in detail the process Frontier follows when commercial power is lost in a central office with no permanent back-up power generator on site, including whether Frontier immediately delivers a portable generator to the site so customers do not lose the ability to dial 911. Provide all training materials associated with this process.
- e. Does Frontier notify customers served by a central office that does not have permanent back-up power generator on site that there is no back-up power?
- f. Provide all communications with public safety agencies or other third parties relating to the practices of Frontier regarding the use of portable generators, and all documents demonstrating the reasonableness of the practice.

To be completed by responder

Response Date: June 18, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 6/27/2018
Citizens Telecommunications Response Due: 7/9/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 44
Topic: NA
Reference(s): NA

Request:

- A. Regarding the technician(s) referenced in your response to DOC IR 16, please provide all trouble tickets on which this technician worked and closed with a cause/fault code during June 1, 2017 to September 1, 2017.
- B. In Frontier's review of the above referenced tickets, does Frontier believe that the tickets are accurately coded?

Answer)

- A. Relevant trouble tickets are attached.
- B. Frontier has reviewed these tickets and believes the technician's coding is generally accurate. However, our review of the treatment of the July troubles in the Wyoming exchange revealed a different error. A reference table in the data warehouse assigned the wrong description to fault code 8. The fault code was erroneously tagged as "customer action", thus excluding the ticket from receiving an automated credit. Frontier is reviewing all the codes in each clearing code reference table to ensure they are accurate and will also identify and grant credits for other tickets that were excluded from automated credits based on a fault code of 8.

To be completed by responder

Response Date: July 18, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 6/27/2018
Citizens Telecommunications Response Due: 7/9/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 46
Topic: NA
Reference(s): NA

Request:

Frontier stated in response to DOC IR 16 that the "45 count indicates potential lines impacted, but only 24 customers reported a trouble" regarding an outage.

In a table similar to that provided in Frontier's response to DOC IR 16, provide the billing first name, billing last name and telephone number, for the 21 customers who were potentially impacted by the outage but Frontier said did not open a trouble ticket. Include in your response all communications with the 21 customers during the month of July 2017 that Frontier did not include in its response to DOC IR 42.

Answer)

Upon further investigation, Frontier has determined that 43 customers did report trouble in that July event. 17 customers reported trouble related to voice service, the remainder reported trouble related to internet service. The actual number of lines impacted in the event was 43, not the 45 potentially impacted as mentioned previously.

The billing first name, billing last name, and telephone number of all 43 customers are shown in the following table. Communications with all these customers was previously provided in response to IR #42.

To be completed by responder

Response Date: July 18, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 7/23/2018
Citizens Telecommunications Response Due: 8/2/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 48
Topic: NA
Reference(s): NA

Request:

What percentage of Frontier's customers that purchase internet service from Frontier, also purchase local phone service from Frontier, in the state of Minnesota?

Answer)

As of June 30, 2018, approximately 60% of Frontier's Minnesota internet service customers also purchase local telephone service from Frontier.

To be completed by responder

Response Date: July 31, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 7/26/2018
Citizens Telecommunications Response Due: 8/6/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 49
Topic: NA
Reference(s): NA

Request:

Frontier's May 7, 2018 response in DOC IR 16 stated that "Upon further investigation it was determined that those 17 tickets were closed out by the technician with an erroneous cause code which identified the troubles as being "customer caused". Frontier's July 18, 2018 response to DOC IR 44B stated in part, "However, our review of the treatment of the July troubles in the Wyoming exchange revealed a different error. A reference table in the data warehouse assigned the wrong description to fault code 8. The fault code was erroneously tagged as "customer action", thus excluding the ticket from receiving automated credit. **Frontier is reviewing all the codes in each clearing code reference table to ensure they are accurate and will also identify and grant credits for other tickets that were excluded from automated credits based on a fault code of 8.**" (Emphasis added)

1. During what time period has the reference table in the data warehouse been assigning the wrong description to fault code 8?
2. Will Frontier review the tickets excluded for the same time period as when the error has occurred?
3. Who at Frontier is conducting the review?
4. Does this error impact all residential and business customers? If not, what set or subset of customers did this error impact?
5. Describe in detail Frontier's process for identifying trends, system issues or training issues. For example in this case the Public Utilities Consumer Affairs Office advised Frontier's executive consumer affairs office that Frontier did not apply the appropriate AFOR credit for

To be completed by responder

Response Date: August 9, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 7/26/2018
Citizens Telecommunications Response Due: 8/6/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

out of service. Please explain why, as a result of this escalation, the Frontier representative did not request a review to determine why the credit was not applied.

Answer)

1. It appears the changes occurred within the past two years.
2. Yes, Frontier will endeavor to review excluded troubles back to the point when codes were changed.
3. Director of Regulatory Compliance
4. This error would impact both residence and business customers.
5. Frontier management and supervisory personnel regularly monitor employee performance and service outcomes. Service results are tracked and reviewed monthly. See following response to Office of Attorney General Information Request #6.

In light of the circumstances of this July 2017 outage, Frontier is reviewing the eligibility of customers for service outage credits both related to the July 2017 outage and previous trouble tickets as mentioned above.

To be completed by responder

Response Date: August 9, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

OAG No. 6

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

In the Matter of a Commission Inquiry into the Service Quality, Customer Service, and Billing Practices of Frontier Communications. **MPUC Docket No.** P407, 405/CI-18-122

Requested from:
Scott Bohler

By:	Joseph A. Dammel	Date of Request:	March 9, 2018
Telephone:	(651) 757-1061	Due Date:	March 21, 2018

Reference: Minn. R. § 7810.5000.

Does Frontier conduct a regularly-scheduled review of its service? If so, provide all meeting agendas and notes related to this review for the past five years. If not, describe how Frontier reviews its performance of service quality obligations.

Answer)

See response to Request 5 which includes Frontier's service performance under its AFOR plans for the last five years. Frontier's operations group reviews service performance results on an on-going regular basis throughout various groups and levels of the operations organization. Generally, most of these reviews are accomplished via telephone due to the geographic spread of Frontier's service areas and personnel. The service results of various areas and personnel are evaluated against benchmarks for metrics that address a wide variety of service aspects. These metrics include the items specifically identified in the AFOR plan, which are included in the response to Request #5. Local managers meet with technicians daily to properly allocate workload for the day, and review performance. Local managers meet with the state director three times per week to review service performance and address needs to reallocate workforce to areas with higher volumes. The state director meets with the regional operations vice president to review service performances and plan for any changes or modifications in procedures to assist in improving service outcomes. Attached is an example of a report used by the operations group with specific personnel information and rankings redacted.

Response by Scott Bohler
Title Manager
Department Government and External Affairs
Telephone (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 7/26/2018
Citizens Telecommunications Response Due: 8/6/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 50
Topic: NA
Reference(s): NA

Request:

The following questions concern the customers referenced in DOC IRs 42 and 46 who were impacted by the July 7, 2017 outage referenced in DOC IRs 4, 16, and 34. Frontier has stated that the July 7, 2017 outage was a result of a lightning strike and both local phone service and internet access were impacted (not working).

In its response to DOC IR 42, Frontier provided the June, July and August 2017 bills and a portion of the trouble report associated with the July 7, 2017 outage. The Department reviewed the bills to identify local phone service and internet access customers only. The customer may have also had other services on their bills that are not mentioned here.

In its response to DOC IR 46, Frontier identified 43 residential customers and no business customers impacted by the outage. Of the 43 residential customers Frontier identified:

- 31 customers have both local phone service and internet. Of these 31 customers, 12 customers had a report code associated with local phone service. The remaining 19 customers had a report code associated with DSL on the trouble ticket, but no indications in the trouble report that the local phone service was not working.
- 7 customers purchase local phone service only. All tickets had a report code associated with local phone service.
- 5 customers had internet access service only. All tickets had a report code of DSL.

To be completed by responder

Response Date: August 9, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 7/26/2018
Citizens Telecommunications Response Due: 8/6/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

- a. Confirm that no business customers, or additional residential customers, were impacted by this outage.
- b. Please provide the telephone number a Minnesota residential customer calls to report a trouble on their local phone service. If there are multiple telephone numbers, provide them all.
- c. For the number(s) provided in b, please provide a detailed response explaining every VRU prompt and the options provided for each, until no options remain.
- d. Is there a different phone number a customer should call to report internet trouble?
- e. Does Frontier's system allow a customer who calls to report a trouble, to report that both their local phone service and internet access are not working, or is the customer required to choose either local phone service or internet access when selecting an option.
- f. For the 19 customers whose trouble report shows a report code of DSL, did Frontier provide these customers the appropriate AFOR out of service credit because the customer had no local phone service? If your answer is "no", state when the credit will be provided.
- g. Do Frontier's processes and systems allow for the appropriate AFOR credit for local phone service when the report code is DSL but the local phone service is also not working?
- h. If the answer to (g.) is no, does the Frontier representative taking the trouble ticket information review the customer's account for all services the customer purchases from Frontier and ask the working status of such services?
- i. If the answer above is yes, is it Frontier's policy to change the report code to reflect the local phone service and not the DSL report code? If no, provide a detailed explanation why not.
- j. If the answer to (h.) is no, is the customer provided any information advising the customer they need to open the ticket on the local phone service to get the credit for which the customer is entitled when purchasing more than one service?

To be completed by responder

Response Date: August 9, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 7/26/2018
Citizens Telecommunications Response Due: 8/6/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Answer)

- a. Frontier records do not show any business customers or additional residential customers impacted by the event.
- b. (800) 921-8104; (800) 376-6843.
- c. Frontier's VRU system is currently in a state of flux, with modifications in capability, functions, and interface being made on a weekly basis. That improvement process is continuing, and is expected to continue for some time yet. As a result, there is no definitive documentation available at this time that describes the particulars of the VRU system as it operates at this point in time.
- d. No.
- e. A customer has an option to report both that internet access and voice service are not working. In cases where both services are reported as not working, a specific ticket type is placed on the ticket.
- f. In cases where the customer's local service was not reported to be impacted, an AFOR out of service credit would not be provided.
- g. A customer may report that both DSL and voice services are not working. When this is the case, a specific ticket type is placed on the ticket and the customer is eligible for service credit under the AFOR. If just the DSL is reported not working, a different ticket type is assigned and credit under the AFOR plan would not apply.
- h. The response to g is yes.
- i. A customer may report that both DSL and voice are impacted on the same ticket. Therefore, Frontier does not need to change report codes.
- j. A customer may report that both DSL and voice are impacted on the same ticket.

To be completed by responder

Response Date: August 9, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 8/30/2018
Citizens Telecommunications Response Due: 9/10/2018
Company of MN, LLC
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 51
Topic: NA
Reference(s): NA

DOC IR 12 asks for Frontier to "Please identify all steps taken by Frontier after the Commission initiated its investigation (February 12, 2018) to address the concerns/problems identified in all those complaints filed with the Commission regarding Frontier. Include with your response any additional investment made and the specific areas receiving that investment. **This request is continuing; please supplement your response once per month until this docket is closed.**"

On May 4, 2018, Frontier responded:

"With respect to the complaints filed with the Commission, Frontier has investigated the circumstances and particulars of each complaint and responded to the specific customer concern. Those responses included the application of bill credits for service interruptions, correction of billing errors, remediation of facility issues, etc.

Regarding Frontier's operations as a whole, several actions have been taken. Frontier has revisited its processes for receiving and responding to customer complaints, including focusing its complaint intake and tracking functions, acknowledgement of receipt of complaints, and instituting new processes to track the investigation and response to complaints."

(Continued on next page)

To be completed by responder

Response Date: September 10, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

Request:

- a. For the complaints filed by Frontier customers with the Commission in the course of this investigation, including public comments and using the Commission's online "speak up" forum, identify each customer and all actions taken by Frontier regarding the customer's concerns. Please indicate whether the customer's concern is resolved, and provide any documents showing that the concern has or has not been resolved.
- b. As to Frontier's response that "Frontier has revisited its processes for receiving and responding to customer complaints, including focusing its complaint intake and tracking functions, acknowledgement of receipt of complaints, and instituting new processes to track the investigation and response to complaints," state in specific detail the changes that were made, and provide any documents demonstrating the changes that were made.

Answer)

- a. Attached are Frontier's responses to complaints filed by Frontier customers with the Commission during this investigation.
- b. Frontier has clarified with Public Utility Commission staff and Department of Commerce staff that all complaints should be sent to Frontier's common "consumer.affairs@ftr.com" mailbox. Adherence to this process will ensure that any complaints sent to Frontier will be received by the relevant personnel. Frontier has designated one person to be the point of contact for all Minnesota complaints, overseeing the complaint response process. This person responds to the agency submitting a complaint, acknowledging Frontier's receipt of the complaint. Records are made to track the receipt of complaints from agencies, and responses provided by Frontier. This person also monitors the status of responses to complaints, to make sure that responses are prepared and submitted in a timely fashion. Finally, all proposed responses are reviewed and approved to ensure consistent and appropriate complaint responses for all customers.

To be completed by responder

Response Date: September 10, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 9/17/18
Citizens Telecommunications Response Due: 9/27/18
Company of MN, LLC
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General

Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 53
Topic: NA
Reference(s): NA

In response to DOC IR 1(a)(b), Frontier stated that complaints received by an outside agency, such as the PUC or FCC, are recorded in a system called Unisys and are considered a complaint for purposes of Minn. Rule 7810.1200. DOC IR 2 requested complaints for the calendar year 2017. DOC IR 51 asked Frontier to provide the complaints filed by Frontier customers with the Commission in the course of this investigation, including public comments and using the Commission's online "speak up" forum, and to identify each customer and all actions taken by Frontier regarding the customer's concerns.
Request:

- a. Provide all complaints Frontier tracked in Unisys or any other record keeping system since January 1, 2017 that were not previously provided to the Department. Include the original communication from the State or Federal agency, or any third party (e.g. The Better Business Bureau) from which the complaint originated, and the response sent to the State or Federal agency, third party or the customer. All documents provided should be in an unaltered form and not redacted. If not contained in the documents provided, state the customer name, address, telephone number, the date the complaint was received, the date the incident(s) took place, when the complaint was resolved, and whether the customer was a customer of Frontier Communications of Minnesota Inc. or Citizens Telecommunications of Minnesota, LLC.

This request is ongoing and should be supplemented monthly until the proceeding has concluded.

(Continued on next page)

To be completed by responder

Response Date: September 28, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

- b. Frontier provided what appear to be partially redacted documents in its Response to DOC IR 51. For each complaint Frontier provided in its response to DOC IR 51, supplement the response with the original communication from the State or Federal agency, or any third party (e.g. The Better Business Bureau) from which the complaint originated, and the response sent to the State or Federal agency, third party or the customer. All documents provided should be in an unaltered form and not redacted. If not contained in the documents provided, state the customer name, address, telephone number, the date the complaint was received, the date the incident(s) took place, when the complaint was resolved, and whether the customer was a customer of Frontier Communications of Minnesota Inc. or Citizens Telecommunications of Minnesota, LLC.

Answer)

- a. This material relating to 2017 was supplied in response to the Department's IR #2 in March, 2018. Material relating to 2018 activity is being gathered, and will be provided at a later date.
- b. See attached material in "*IR 53b.pdf*" file.

To be completed by responder

Response Date: September 28, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 9/19/2018
Citizens Telecommunications Response Due: 10/1/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 55
Topic: NA
Reference(s): NA

Regarding Frontier's policy, processes and trouble ticket management for voice and internet access services:

Request:

- a. Provide the local and toll free number Frontier makes available to residential customers to report trouble on the customer's voice service. If there are Voice Response Unit (VRU) options associated with opening a trouble ticket, identify all questions and potential response options.
- b. Provide the local and toll free number Frontier makes available to business customers to report trouble on the customer's voice service. If there are VRU options associated with opening a trouble ticket, identify all questions and potential response options.
- c. Provide the local and toll free number Frontier makes available to residential customers to report trouble on the customer's internet service. If there are VRU options associated with opening a trouble ticket, identify all questions and potential response options.
- d. Provide the local and toll free number Frontier makes available to business customers to report trouble on the customer's internet service. If there are VRU options associated with opening a trouble ticket, identify all questions and potential response options.
- e. If a residential or business customer needs to report that both the voice and internet service is not working, does Frontier open two trouble tickets?

(Continued on next page)

To be completed by responder

Response Date: October 6, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 9/19/2018
Citizens Telecommunications Response Due: 10/1/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

- i. If the answer is no, is the ticket opened on the voice service, the internet service, or with a trouble code that identifies a bundle of services? If there is a separate trouble code for a voice and internet bundle, what is it?
- ii. Are there any instances when a customer's voice service is out of service but there is no repair ticket for the voice service?

Answer)

- a. (800) 921-8104; (800) 376-6843. Frontier's VRU system is currently in a state of flux, with modifications in capability, functions, and interface being made on a weekly basis. That improvement process is continuing, and is expected to continue for some time yet. As a result, there is no definitive documentation available at this time that describes the particulars of the VRU system as it operates at this point in time.
- b. (800) 921-8104; (800) 376-6843. Frontier's VRU system is currently in a state of flux, with modifications in capability, functions, and interface being made on a weekly basis. That improvement process is continuing, and is expected to continue for some time yet. As a result, there is no definitive documentation available at this time that describes the particulars of the VRU system as it operates at this point in time.
- c. (800) 921-8104; (800) 376-6843. Frontier's VRU system is currently in a state of flux, with modifications in capability, functions, and interface being made on a weekly basis. That improvement process is continuing, and is expected to continue for some time yet. As a result, there is no definitive documentation available at this time that describes the particulars of the VRU system as it operates at this point in time.

To be completed by responder

Response Date: October 6, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 9/19/2018
Citizens Telecommunications Response Due: 10/1/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

d. (800) 921-8104; (800) 376-6843. Frontier's VRU system is currently in a state of flux, with modifications in capability, functions, and interface being made on a weekly basis. That improvement process is continuing, and is expected to continue for some time yet. As a result, there is no definitive documentation available at this time that describes the particulars of the VRU system as it operates at this point in time.

- e. No, both voice and internet troubles can be reported on one ticket.
- i. If the customer informs the Frontier representative that both their internet and voice services are out of service, the Frontier representative will open a voice service ticket.
 - ii. An unreported voice service outage would not be captured on a repair ticket. When the customer informs a Frontier representative that their voice service is out of service, a repair ticket for the voice service is entered.

To be completed by responder

Response Date: October 6, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405, 407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 9/20/2018
Company of MN, LLC Response Due: 10/1/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address (es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 58
Topic: NA
Reference(s): NA

Request:

In Docket No. P-522, 405/C-13-941, the "Commission Order Dismissing Complaint" included a settlement dated October 14, 2014 that was agreed to by Farmers, Frontier, and the Department (2014 Settlement). The 2014 Settlement requires Frontier to do the following:

- 1) With respect to new customers, Frontier will provide notice clarifying the terms of the agreement (such notice subject to review by DOC). Frontier will also file a tariff addressing the conditions under which Early Termination Fees (ETFs) will apply.
- 2) Frontier will provide additional training to its customer service representatives to aid them in explaining to customers the terms of their agreements with Frontier.
- 3) Frontier will post terms and conditions to its website clarifying which services in a bundle are associated with ETFs and will specify that a customer can opt out of any portion of a bundle without being held responsible for an ETF that applies to other portions of the bundle.

Request:

Provide all documentation that shows compliance with the 2014 Settlement including:

- 1) the notice Frontier provides new customers clarifying the terms of agreement, and how that notice is given;

(Continued on next page)

To be completed by responder

Response Date: October 6, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405, 407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 9/20/2018
Citizens Telecommunications Response Due: 10/1/2018
Company of MN, LLC
Frontier Communications of Minnesota, Inc.

Type of Inquiry: General

Requested by: Bonnie Johnson/Diane Dietz
Email Address (es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 59
Topic: NA
Reference(s): NA

Request:

For the time period of January 1, 2015 to present:

- a. Identify each Minnesota customer who was required to pay an ETF to Frontier, even though the customer did not have a signed written agreement. As to each customer, provide the customer name, service address, contact telephone number, the contact email address, the amount of the termination fee charged, the services provided to the customer, and which service the ETF applied to. Also provide the notice that was provided to the customer clarifying the terms of agreement and specify how that notice was given to each customer.
- b. For each person identified in response to the above, identify which customers were referred to a collection agency for late or non-payment, and describe the outcome of the collection referral.

Answer)

- a. A written paper document is not the only vehicle by which a customer can provide consent to a term service agreement. Electronic and verbal acceptance of agreements are equally valid methods. Verbal acceptance is verified via a third-party entity. As a policy, Frontier does not assess an ETF unless it believes the customer has agreed to the term service plan, and therefore is liable for an ETF in the case of premature termination of that agreement. The attached document identifies information regarding customers that were charged an ETF from January 2016 through September 2018. Regarding notice provided to customers regarding term plans, see previous response to Department of Commerce Information Request #58.
- b. See attached document.

Minnesota Department of Commerce
Division of Energy Resources
Information Request

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 9/26/18
Citizens Telecommunications Response Due: 10/8/18
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson/Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us/diane.dietz@state.mn.us
Phone Number(s): 651-539-1880/651-539-1876

Request Number: 61

Request:

The September 11, 2018 issue of the *Pipestone Star* newspaper contains an article entitled "Public hearings taking comments on Frontier Communications." This article states that the "Jasper City Council Members lodged a complaint to Frontier in February after indicating at a council meeting that they'd heard complaints from residents and in some cases, had their own complaints. The council sent Frontier a letter detailing those complaints, which included 'severe interruptions with phone, cable and internet service' and indicated that support tickets were created but closed by Frontier without resolving the issue, 'leaving customers without service for days on end.'" The letter from the Jasper City Council also raised issues about Frontier's failure to maintain its pedestal boxes.

Please provide copies of all documents related to the subject of the complaint filed by the Jasper City Council. For purposes of this IR, "documents" includes, but is not limited to, transcripts of oral communications, information received from or provided to the Jasper City Council; all communications (other than payments) received by Frontier on or after January 1, 2016 from customers receiving service in the City of Jasper who had service concerns of the type referenced in the complaint filed by the Jasper City Council, together with all records of Frontier related to each such concern including, but not limited to, all repair tickets, notes recorded in customer records and any other record related to the handling or resolution of these customer service concerns. Also, include any record of Frontier's work to restore the service cabinets, pedestals, or outside plant referenced in the complaint.

Finally, confirm whether this complaint was recorded in Unisys.

Answer)

Frontier is unaware of any letter being sent by the Jasper City Council, and cannot locate any such letter in its files.

To be completed by responder

Response Date: October 9, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 10/22/2018
Citizens Telecommunications Response Due: 11/1/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 62

DOC IR Nos. 4, 16, 34, 42, 44 and 46 all relate to a "common cause event" that occurred in July of 2017 in the Wyoming exchange due to a lightning strike.

The Department reviewed, for the Wyoming exchange, for July 2017, the CTC Minnesota Summary Results, January 2017 – December 2017 Schedule 4 Out of Service Troubles within 24 hours Wyoming July 2017 (Wyoming 24 hour report). In the Wyoming 24 hour report, Frontier reported 22 troubles, with 20 of the 22 troubles cleared within 24 hours, for a percentage of 90.9%.

Frontier's Response to DOC IR No. 4 stated that although 45 people were impacted by the July of 2017 outage, only 24 opened tickets and the majority were for "internet access".

Frontier's Response to DOC IR No. 16 stated that 24 tickets were opened and 7 were for "broadband".

Frontier's Response to DOC IR No. 46 stated: "Upon further investigation, Frontier has determined that 43 customers did report trouble in that July event. 17 customers reported trouble related to voice service, the remainder reported trouble related to internet service. The actual number of lines impacted in the event was 43, not the 45 potentially impacted.

Frontier's Response to DOC IR No. 42 included bills for the 43 customers referenced in Frontier's Response to DOC IR No. 46.

(Continued on next page)

To be completed by responder

Response Date: 11/9/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

Minnesota Department of Commerce
Division of Energy Resources
Information Request

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 10/22/2018
Citizens Telecommunications Response Due: 11/1/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

The Department has reviewed the records Frontier provided in its Response to DOC IR No. 42 and those records show that during the July 2017 outage, of the 43 customers: 5 customers had only internet access service, 31 customers had both telephone and internet access and 7 customers had only voice service. This shows that, because this was a complete outage, **38 customers had no voice service** from July 8, 2017 to July 21, 2017, when Frontier fixed the problem.

The following questions relate to the information above.

Request:

1. Does Frontier use the term "internet access" in response to DOC IR No. 4 and "broadband" in response to DOC IR No. 16 interchangeably? If the response is no, provide in detail the reasons the two different terms were used.
2. Using the same format, and including the same information, as Frontier provided in its Response to DOC IR No. 44 a, provide the information for all 43 tickets involved in the July 2017 common cause event.
3. Frontier's response to DOC IR No. 46 confirms that at least 17 of the 38 people reported an outage for voice service in the July 2017 event. Yet, Frontier stated, on its Wyoming 24 hour report, that only 2 repairs were not resolved within 24 hours. Explain this discrepancy in detail. Provide all documents relating to the 17 reports and subsequent repair. Provide all documents relating to Frontier's statement on its Wyoming 24 hour report, that only 2 repairs were not resolved within 24 hours.

(Continued on next page)

To be completed by responder

Response Date: 11/9/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 10/22/2018
Citizens Telecommunications Response Due: 11/1/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

4. Please state whether any of the 22 troubles reported on Wyoming 24 hour report for July of 2017 in the Wyoming exchange were related to the July 2017 common cause event, and, if so for each trouble, identify where the trouble appears in the response to 2. Above.
5. 38 Wyoming customers had no telephone service during the July 2017 outage. Frontier states only 17 voice tickets were open. For the remaining 21 customers with a voice service outage, did Frontier record and report on its Wyoming 24 hour report that the telephone service was not working from July 8, 2017 to July 21, 2017? If not:
 - a. Explain in detail why those 21 voice service outages were not reported on its Wyoming 24 hour report.
 - b. Provide all documents related to preparation of Wyoming 24 hour report, including, but not limited to: internal guidance documents showing how such reports are generally to be prepared, all communications regarding preparation of the Wyoming 24 hour report and all other documents regarding Frontier's analysis of data reported in the Wyoming 24 hour report.
 - c. Identify the individual(s) who generally prepares reports such as the Wyoming 24 hour reports, and who prepared the specific Wyoming 24 hour reports for July 2017 for the Wyoming exchange.
 - d. Please provide all information and documents that Frontier believes shows that the 38 customers who had no telephone service during the July 2017 Wyoming outage had access to emergency services such as 911, fire departments, ambulances, hospitals, and police departments.

To be completed by responder

Response Date: 11/9/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 10/22/2018
Citizens Telecommunications Response Due: 11/1/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Answer)

1. In its responses, Frontier has used the terms "internet access" and "broadband" interchangeably.
2. See attached document, "*Response to IR #62(2).pdf*".
3. The customers that the Department points to in this question are a subset of the 43 customers included in the July 2017 common cause event. As Frontier has noted, the 43 tickets associated with the common cause event in July 2017 were initially understood as being the result of a customer-caused action. Pursuant to the provisions of Frontier's AFOR regarding service quality reporting, outages caused by customer activity are excluded from the monthly OOS reporting. See attached document "*Response to IR #62(2).pdf*" for information regarding the 43 common cause tickets. See attached document "*Response to IR #62(3).pdf*" for information on the 22 tickets included in the July 2017 reporting.
4. None of the 22 troubles reported in the Wyoming OOS report for July 2017 were related to the July 2017 common cause event.
5. Those customers were not included in the July 2017 Wyoming OOS report.
 - a. The customers that the Department points to in this question are a subset of the 43 customers included in the July 2017 common cause event. As Frontier has noted, the 43 tickets associated with the common cause event in July 2017 were initially understood as being the result of a customer-caused action. Pursuant to the provisions of Frontier's AFOR regarding service quality reporting, outages caused by customer activity are excluded from the monthly OOS reporting.

To be completed by responder

Response Date: 11/9/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

Minnesota Department of Commerce
Division of Energy Resources
Information Request

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 10/22/2018
Citizens Telecommunications Response Due: 11/1/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

- b. There are no internal guidance documents that address the preparation of the service quality reporting related to the AFOR metrics. Beyond the material previously provided in response to DOC IR Nos. 4, 16, 34, 42, 44 and 46, no additional communications bearing on the preparation or analysis of the July 2017 Wyoming OOS results have been found.
- c. Cassandra Guinness.
- d. Frontier does not have information or documentation regarding which customers had access to emergency services during this period. Similarly, Frontier does not have information or documentation of which customers did not have access to emergency services during this period.

To be completed by responder

Response Date: 11/9/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/2/2018
Citizens Telecommunications Response Due: 11/12/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 63

In response to DOC IR 33, Frontier provided a table with the number of outside network technicians employed who perform repair and installation duties from 2013 through 2018 to date. Frontier stated that Frontier technicians are trained and enabled to perform all types of outside plant work including repair, installation, and maintenance for all Frontier services.

At the Lakeville public hearing Frontier employee, Mr. Mark Doffing, provided testimony stating that some of the outside network technician duties are being assigned to outside network technician "contract workers". Specifically, Mr. Doffing states that "In the more rural areas of southern Minnesota, two outside technicians are now doing the job that used to be done by eight. That's one central office tech for the main central office down there and then one outside tech for the whole town of Fairmont. We have put in some contractors as a safety net just to help get service to people, but we're looking for CWA members, we're looking for front line employees to replace those positions." (See Lakeville 2 PM and 6 PM full size PDF, p. 30, lines 15-24)

Request:

- a. Using the table Frontier provided in its response to DOC IR 33, state the number of technicians identified that are outside network technician contract workers and the number of technicians that are Frontier employees, for each Reporting Center and Geographic Coverage area.
- b. In a separate table, provide the number of hours worked per month for each year by the Frontier network technicians and the outside network technician contract workers. If there are multiple contract workers, provide the information separately for each outside network technician contract worker.

To be completed by responder

Response Date: 11/15/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

Minnesota Department of Commerce
Division of Energy Resources
Information Request

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/2/2018
Citizens Telecommunications Response Due: 11/12/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

- c. Describe in detail the resources, such as an employment agency, or other vendor that Frontier uses to obtain its outside network technician contract workers.
- d. Describe in detail the training Frontier provides for its outside network technician contract workers, or the training these workers receive elsewhere.
- e. Do outside network technician contract workers receive the same wages as Frontier outside network technician employees? If not, what is the average wage of CWA outside network technicians, and the average wage of outside network technician contract workers?

Answer)

- a. All the technicians identified in Frontier's response to DOC IR 33 are Frontier employees. Frontier began using contract workers in June 2018. Since that time, a total of 11 contract workers have been utilized. See attached file "*Response to Request 63a.pdf*".
- b. Due to a change in systems used to record hours, information regarding the hours worked by month by Frontier technicians is only available for 2017 and 2018. See attached file "*Response to Request 63b.pdf*". Frontier has a single source provider contract with Butler Telecommunications to provide skilled and trained contract workers. Contract workers are not paid directly by Frontier. Rather, Frontier compensates Butler Telecommunications based on the number and type of jobs completed. That compensation to Butler Telecommunications covers a number of costs that Butler incurs in completing jobs: employee wages, vehicles, equipment, overheads, etc. Frontier is not privy to the specific wages that Butler Telecommunications provides its employees.
- c. See response to (b) above.
- d. Frontier does not provide training to contract workers. Butler Telecommunications provides workers fit and ready to complete the jobs assigned, and provides those workers with the

To be completed by responder

Response Date: 11/15/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/2/2018
Citizens Telecommunications Response Due: 11/12/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

necessary skills, tools and vehicles. Frontier is not aware of the specific training history of the contract workers.

- e. Frontier does not pay the contract workers directly and is not aware of the specific wages paid by Butler Telecommunications. Therefore, a comparison of employee versus contract wages is not possible.

To be completed by responder

Response Date: 11/15/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

Reporting Center	2013	2014	2015	2016	2017	2018	2018 contractors	Geographic Coverage
Atwater/Hector	3	3	3	3	3	2		Belgrade, Elrosa, Raymond, Prinsburg, Atwater, Hector, Cosmos, Lake Lillian, Kandyohi, Svea
Wheaton	1	1	1	1	1	1		Wheaton, Herman
Canby	3	3	3	3	3	3		Canby, Madison, Dawson, St Leo, Ivanhoe, Porter
Slayton	4	3	3	3	3	3		Balaton, Currie, Avoca, Iona, Leota, Edgerton, Lake Wilson, Chandler, Slayton
Clarkfield	3	3	3	3	3	2		Clarkfield, Boyd, Hazel Run, Hanley Falls, Cottonwood, Ghent, Lynd
Tyler	2	2	1	1	1	1		Tyler, Hardwick, Jasper, Arco
Worthington	5	5	5	6	6	4	1	Worthington, Ellsworth, Adrian, Bigelow, Okabena, Lakefield
Mt. Lake	3	2	1	2	2	1	1	Mountain Lake, Odin, Ormsby, Comfrey, Delft, Butterfield
Fairmont	8	6	7	7	7	4	3	Fairmont, East Chain, Ceylon, Welcome, Sherburn, Trimont, Truman, Northrop, Lewisville
Watertown	9	9	7	8	9	9		Watertown, Mound, Delano, Maple Plain, St Bonifacius, Mayer, New Germany
LeCenter	10	9	10	9	9	8		LeCenter, Janesville, Elysian, Waterville, Kilkenny, Montgomery, Jordan, Belle Plaine, Henderson, Arlington, Green Isle
Cannon Falls	12	11	11	10	9	9	1	Cannon Falls, Kenyon, Wanamingo, West Concord, Byron, Dodge Center, Claremont, Blooming Prairie, Ellendale, Clarks Grove, Hollandale, Hayfield, Brownsdale, Dexter, Kiester, Alden, Lyle, Adams, Leroy
Lakeville	29	27	25	25	25	24	1	Lakeville, Apple Valley, Burnsville, Farmington, Rosemount
Wyoming	10	9	9	9	9	8		Wyoming, Almelund, Taylor Falls, Lindstrom, Scandia
Milaca	9	8	8	8	8	7		Milaca, Clear Lake, Clearwater, Pease, Onamia, Garrison, Malmo, Isle, Wahkon
McGregor	10	9	9	8	8	5	1	McGregor, Kimberly, McGrath, Finlayson, Askov, Nickerson, Sturgeon Lake, Denham, Kettle River, Wright, Cromwell, Gateway, Palisade, Jacobson, Warba, Floodwood, Brookston, Alborn, Meadowlands
Warren	3	3	3	3	3	2		Warren, Alvarado, Oslo, Argyle, Stephen, Kennedy, Hallock
International Falls	5	5	5	5	5	5	1	International Falls, Big Falls, Little Fork, Ericsburg, Ranier, Kabetogama, Greaney, Bear River
Ely	12	12	13	11	11	10	2	Ely, Two Harbors, Crane Lake, Tower, Embarrass, Aurora, Hoyt Lake, Palo, Babbitt
Totals	141	130	127	125	125	108	11	

* All technicians are Combo techs

Minnesota Department of Commerce
Division of Energy Resources
Information Request

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/2/2018
Citizens Telecommunications Response Due: 11/12/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 64

Frontier's May 7, 2018 response to DOC IR No. 16 stated: "Upon further investigation it was determined that those 17 tickets were closed out by the technician with an erroneous cause code which identified the troubles as being "customer caused". Frontier's July 18, 2018 response to DOC IR No. 44B stated in part, "However, our review of the treatment of the July troubles in the Wyoming exchange revealed a different error. A reference table in the data warehouse assigned the wrong description to fault code 8. The fault code was erroneously tagged as "customer action", thus excluding the ticket from receiving automated credit. **Frontier is reviewing all the codes in each clearing code reference table to ensure they are accurate and will also identify and grant credits for other tickets that were excluded from automated credits based on a fault code of 8.**" (Emphasis added)

Questions in DOC IR No. 49 included: (1) during what time period has the reference table in the data warehouse been assigning the wrong description to fault code 8, and (2) will Frontier review the tickets excluded for the same time period as when the error has occurred? Frontier responded that (1) It appears the changes occurred within the past two years, and (2) Yes, Frontier will endeavor to review excluded troubles back to the point when codes were changed.

Request:

- a. Confirm the exact date this change occurred and the exact date the error was corrected.
- b. Provide all documents showing the results of Frontier's review of the "excluded troubles back to the point when the codes were changed" referenced in Frontier's response to DOC IR No. 49 (2), including, but not limited to, the customer name, address, phone number, trouble ticket number and a copy of the bill confirming each customer received the credit owed to the customer, and a copy of the communications sent to affected customer explaining the error and the credit.

To be completed by responder

Response Date: 11/20/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/2/2018
Citizens Telecommunications Response Due: 11/12/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Answer)

- a. As of October 31, 2018, the corrections have been made to address the error. While an exact date has not been identified, it appears the errors began in the first half of 2017.
- b. See attached documents, "*Response to IR64b.pdf*" for details. Credits are authorized for all impacted customers back to January 1, 2017. Due to the volume of customers, it is not practical to provide copies of bills. No additional communications were sent to affected customers regarding the error or credits.

To be completed by responder

Response Date: 11/20/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

Minnesota Department of Commerce
Division of Energy Resources
Information Request

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/2/2018
Citizens Telecommunications Response Due: 11/12/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 65

Three customers testified at the hearing in Lakeville Minnesota that they had erroneous charges for three-way calling on their bill when they did not ask for or use the feature. Ms. Sharon Danley, Mr. Arindam Taran and Ms. Carolyn Curtin all testified that they received bills with three-way calling charges but had not used the service. (See 9/26/18 Lakeville 2 PM and 6 PM full size pdf at 75:18,20,21;76:10, 11,20;87:14,25;88:3, 10,22,25;89:2,3,6,14; 126:17)

Frontier provides a User Guide for its calling features, including three-way calling, on its website. The document is named "Instructions on Using Frontier Calling Features User Guide (User Guide)." The User Guide includes a description of the three-way calling feature, which is, "Three-Way Calling allows you to add a third person to your conversation, for example a friend or coworker. You can even connect long distance calls." In addition, the User Guide includes instructions on how to activate/use the feature, and a section titled "other important tips." Two of the tips included are (1) "Three-Way Calling is offered in some areas **on a "pay-per-use" basis**. Rates vary by state" and (2) a **warning** - "Warning: To avoid placing a three-way call accidentally, hang up your phone for at least three seconds between every call, whether it's a three-way call or not, to reset your phone line. If you have a fax machine or modem that allows simultaneous dialing, make sure you reprogram it to allow at least three seconds between transmissions." See <https://frontier.com/~media/HelpCenter/Documents/phone/calling-features/frontier-calling-features.ashx?la=en>.

Request:

- a. Does Frontier's default programming include the three-way calling per activation feature, where the customer may use three-way calling without specifically subscribing to the three-way calling service?

To be completed by responder

Response Date: 11/26/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/2/2018
Citizens Telecommunications Response Due: 11/12/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

- c. No notification or disclosure specific to the three-way calling per activation feature is explicitly provided to the customer. The feature is one of many that are available to the customer. As noted above, information regarding all calling features, including three-way calling per activation, is available from the Frontier User Guide.
- d. Yes, upon customer request, Frontier can provide a block for the three-way calling per activation feature.
- e. Frontier has made no change in the functionality, billing process, or policy regarding the three-way calling per activation feature since February 1, 2018.
- f. Customers do not need to explicitly subscribe to use the three-way calling per activation feature. In exchanges where this feature is available, it is available to all customers without any need to subscribe on a monthly basis. Thus, customers (such as Ms. Sharon Danley, Mr. Arindam Taran and Ms. Carolyn Curtin) are able to use the three-way calling per activation feature without explicitly subscribing to the service. The monthly subscription version of three-way calling would be added to a customer's account in response to a specific order from the customer to add that feature. There have been no recent changes in Frontier policy or procedure that would impact the provision of the three-way calling per activation feature.
- g. Frontier cannot specifically identify three-way calling concerns without individually reviewing all customer records since January 1, 2017. Such an exhaustive review is not practical.

To be completed by responder

Response Date: 11/26/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/7/2018
Citizens Telecommunications Response Due: 11/19/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 66

On September 17, 2018 the Department sent Frontier DOC IR No. 53a which requested:
Provide all complaints Frontier tracked in Unisys or any other record keeping system since January 1, 2017 that were not previously provided to the Department. Include the original communication from the State or Federal agency, or any third party (e.g. The Better Business Bureau) from which the complaint originated, and the response sent to the State or Federal agency, third party or the customer. All documents provided should be in an unaltered form and not redacted. If not contained in the documents provided, state the customer name, address, telephone number, the date the complaint was received, the date the incident(s) took place, when the complaint was resolved, and whether the customer was a customer of Frontier Communications of Minnesota Inc. or Citizens Telecommunications of Minnesota, LLC.

This request is ongoing and should be supplemented monthly until the proceeding has concluded.
The most recent response Frontier provided was on October 29, 2018 and stated: "See attached documents for recent activity since previous response."

Request:

- a. Has Frontier provided to the Department all of the complaints regarding service in Minnesota that were sent to Frontier on or after January 1, 2017 by the PUC (CAO), DOC, FCC, BBB and AG, to which Frontier responded to the PUC (CAO), DOC, FCC, BBB and AG on or before October 31, 2018. In answering this question, the complaints "provided to the Department" includes the complaints Frontier provided to the Department in response to Department IRs to Frontier in this docket.

To be completed by responder

Response Date: 11/26/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/7/2018
Citizens Telecommunications Company of MN, LLC Response Due: 11/19/2018
Frontier Communications of Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

- b. If the answer to part a. is "no", please state when Frontier will provide the remaining responsive documents.
- c. If the answer to part a. is "no", please state why Frontier has not previously provided the remaining responsive documents.

Answer)

- a. Frontier has provided to the Department all of the complaints regarding telephone service in Minnesota that were sent to Frontier on or after January 1, 2017 by the PUC (CAO), DOC, FCC, BBB and AG and to which Frontier responded to the PUC (CAO), DOC, FCC, BBB and AG on or before October 25, 2018.
- b. Frontier intends to provide monthly supplemental responses that will include complaints and responses more recent than October 25, 2018.
- c. As this docket is limited to investigation of Frontier's telephone service, complaints and responses regarding other services (such as internet service) have not been included in Frontier's prior submissions in response to IR #53a.

To be completed by responder

Response Date: 11/26/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/7/2018
Citizens Telecommunications Response Due: 11/19/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 67

DOC IR No. 18 asked what process Frontier uses to create rehab reports.

Frontier responded: The Defective Cable Report (DCR) process is a formal on-line submission process to identify and report defective cable issues which was established by Frontier in 2010. When a local operations technician becomes aware of an area of cable trouble, they create an on-line DCR submission. The reporting form has required fields that the technician fills out including the exchange, cable size and gauge, type of cable, cable number and count, lead/grid number, location address, physical section length, electrical section length, shield fault, pairs in trouble, testing equipment used, etc. Once this required information is filled in, the technician submits the DCR and automatic emails regarding the submitted DCR are sent to the technician entering the submission, their manager, the local engineer, and the engineering manager. Once the DCR submission is received by network engineering, it is reviewed to ensure proper testing was completed on the cable in question. If improper or insufficient testing was performed, the submission is sent back to the local technician for the required testing to be performed. When the DCR submission has met all requirements, network engineering then begins the engineering review. This review includes reviewing trouble ticket history on the cable and looking for noted defective cable pairs in the cable. If the engineering review indicates that cable replacement is necessary, network engineering will then engineer the required capital project and request approval of the capital funds needed to complete the project.

Request:

Provide all DCR submissions created between January 1, 2014 and November 1, 2018. As to each DCR submission, also provide all original documents regarding:

To be completed by responder

Response Date: 11/26/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/7/2018
Citizens Telecommunications Response Due: 11/19/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

- (1) the outcome of each engineering review (if completed),
- (2) network engineering's requests for approval of the capital funds needed to complete each project,
- (3) the approval of the capital funds for each project,
- (4) completion of each project,
- (5) identify anywhere the same cable(s) appear in more the one DCR report. State why the same cable appears in more than one report, including whether the cable had not been repaired in the initial report or if the cable was repaired in such a manner that it required additional work, and
- (6) if it is not evident from the report, identify each local operations technician, their manager, the local engineer, and the engineering manager on each report by full name, and specify whether each technician, manager, engineer or engineering manager is presently employed by Frontier.

Answer)

Frontier is producing a file reflecting reports regarding defective plant issues input into the Defective Cable Report ("DCR") system ("*Response to IR67a.pdf*"). Frontier's management does not currently utilize the DCR system to monitor or respond defective facilities as it has determined that the system does not adequately track or distribute sufficient detailed information.

Instead, Frontier's technicians, managers, and engineering personnel directly review defective plant issues and communicate regarding needed repairs. This approach has been effective in monitoring and addressing plant repair and rehabilitation issues. Reflecting that, the attached file ("*Response to IR67b.pdf*") identifies certain plant repair and rehabilitation projects that have been completed since 2014.

To be completed by responder

Response Date: 11/26/18
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/28/2018
Citizens Telecommunications Response Due: 12/10/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 68
Topic: Click or tap here to enter text.
Reference(s): Click or tap here to enter text.

Request:

- Provide the status of any network investment in the Scandia exchange from federal CAF-II funds, including any delays that Frontier has experienced with deploying CAF II-funded network in this exchange.
- State whether any CAF II projects that were planned for 2016 were delayed to 2017 or later.
- Provide the locations where network investment from CAF II funds were made in the Scandia exchange, to help satisfy Frontier's obligations for the receipt of the funds.
- Provide any plans for further investment in the Scandia exchange.

Answer)

Attached file "*Response to IR #68a.pdf*" explains the status of Frontier's CAF-II projects in the Scandia exchange. Frontier experienced no construction delays related to these projects.

There were no CAF II projects that were planned for 2016 which were delayed to 2017 or later:

Attached file "*Response to IR #68c.pdf*" illustrates the locations of Frontier's CAF-II projects in the Scandia exchange.

At this time, there are no further investment projects planned for the Scandia exchange.

To be completed by responder

Response Date: December 7, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/28/2018
Citizens Telecommunications Response Due: 12/10/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 69
Topic: Click or tap here to enter text.
Reference(s): Click or tap here to enter text.

Request:

In response to DOC IR No. 64b, Frontier provided a list of customers whose tickets, due to a Frontier system error, had been "erroneously tagged as "customer action", thus excluding the ticket from receiving automated credit."

Provide, for all affected months and exchanges, corrected "Out of Service Troubles within 24 hour" (OST/24) reports, corrected to account for all of the tickets that Frontier previously excluded from its OST/24 reports. If any trouble ticket provided in Frontier's response to 64b is excluded from the corrected report, identify the trouble ticket and the reason for exclusion.

Answer)
Corrected reports are attached.

To be completed by responder

Response Date: December 14, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/28/2018
Citizens Telecommunications Response Due: 12/10/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 71
Topic: Click or tap here to enter text.
Reference(s): Click or tap here to enter text.

Request:

Attached to this DOC Information Request No. 71 is a complaint from a Frontier customer that the Attorney General sent to Frontier on August 1, 2018, together with Frontier's response. The complaint states that the customer has been without phone service since July 8, 2018. Frontier's response stated that the customer's service was repaired on July 24, 2018, so the outage was 17 days in length. The customer is located in the Crane Lake exchange and does not appear in the list of customers Frontier identified in DOC IR No. 64b.

- a. In its "Out of Service Troubles within 24 hrs" report for Crane Lake for the month of July 2018, Frontier reported 21 tickets, with all 21 cleared within 24 hours. Explain in detail why this ticket was omitted.
- b. Confirm whether the \$60.19 credit Frontier provided the customer included the credit required by its AFOR in Section V, E (2) (\$5 X 15 days). If not, please explain.

Answer)

- a. This ticket was the result of widespread facility damage in the Crane Lake exchange which was caused by a series of significant lightning storms. These storms caused substantial damage to Frontier cable facilities. The AFOR excludes troubles caused by events outside Frontier's control, events such as the lightning storms, and therefore this ticket was excluded from the reporting.

To be completed by responder

Response Date: December 17, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/28/2018
Citizens Telecommunications Response Due: 12/10/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

- b. The \$60.19 credit that Frontier provided the customer did not include the “\$5 per day” customer remedy identified in the AFOR. Rather, it was based on a pro-rata amount for the time that the customer was without service.
This ticket was the result of widespread facility damage in the Crane Lake exchange which was caused by a series of significant lightning storms. These storms caused substantial damage to Frontier cable facilities. The AFOR excludes troubles caused by events outside Frontier’s control, events such as the lightning storms, and therefore this ticket was excluded from the credits under the AFOR.

To be completed by responder

Response Date: December 17, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/28/2018
Citizens Telecommunications Response Due: 12/10/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

Request Number: 72
Topic: Click or tap here to enter text.
Reference(s): Click or tap here to enter text.

Request:

Attached to this DOC Information Request No. 72 is a complaint from a Frontier customer that the Attorney General sent to Frontier on August 2, 2018, together with Frontier's response. The complaint stated that the customer had been without phone and internet service since June 29, 2018. Frontier's response stated that the customer's service was repaired on August 17, 2018, so the outage was 50 days in length. The customer is located in the Crane Lake exchange and does not appear in the list of customers Frontier identified in its response to DOC IR No. 64b. Frontier stated in its response to the Attorney General that the customer's repair ticket was closed before the service was working because Frontier created a "new project ticket."

- a) Identify any other customers with trouble tickets that were closed as a result of the "new project ticket" described in Frontier's response to the Attorney General.
- b) Describe in detail Frontier's policy as it relates to trouble tickets when a new construction project ticket is opened regarding needed repairs. Provide all internal documentation that explains Frontier's policy on this subject.
- c) Confirm whether the \$214.76 credit that Frontier provided the customer included the credit required by its AFOR in Section V, E (2) (\$5 X 48 days). If not, please explain.

To be completed by responder

Response Date: December 17, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

**Minnesota Department of Commerce
Division of Energy Resources
Information Request**

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/28/2018
 Citizens Telecommunications Response Due: 12/10/2018
 Company of MN, LLC
 Frontier Communications of
 Minnesota, Inc.
Type of Inquiry: General

Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

- d) Both this complaint and the Mr. and Ms. Donald and Carol Heim complaint identified in DOC IR No. 71 (served herewith) were caused by a lightning strike, were around the same time frame, and both complainants live in the area of Buyck, Minnesota. Confirm whether the same lightning strike impacted both customers.
- e) The Heims in DOC IR No. 71 stated that several homes in their area had been without service since June. Identify all other customers who were affected and/or were without service in the Buyck area in June, July and August and provide all communications, records, repair tickets and bills for those customers for the months of June to September 2018.
- f) Explain in detail why the dates on which services were restored for an outage caused by a lightning strike differ so greatly between the two complaints identified in DOC IRs Nos. 71 and 72. Explain why service for these subscribers was not restored in 24 hours.
- g) Provide all the trouble tickets included in the Out of Service Troubles within 24 hrs report for the Crane Lake exchange for June (11), July (21) and August (12).

Answer)

- a) As described in Frontier's response to the Attorney General complaint, the customer's trouble ticket was inadvertently closed. This inadvertent closure only impacted this customer.
- b) In situations where it is determined that the correction of the customer service trouble will require the replacement of facilities (as opposed to repair of facilities), the matter is transmitted to Frontier's engineering group to design a construction project, and then coordinate the approval and implementation of the project to place the required facilities. The open trouble tickets are removed from the active task load of the Operations group, as those tickets cannot be acted upon until the required new facilities are in place. The construction project for the new facilities would incorporate the information regarding the customers impacted by the project, and upon completion of the project Frontier will review those impacted customers to ensure that the service troubles that initiated the project have been corrected. There is no formal documentation that explains Frontier's policy on this subject.

To be completed by responder

Response Date: December 17, 2018
Response by: Scott Bohler
Email Address: scott.bohler@fr.com
Phone Number: (952) 491-5534

Minnesota Department of Commerce
Division of Energy Resources
Information Request

Docket Number: P405-P407/CI-18-122 Nonpublic Public
Requested From: Scott Bohler Date of Request: 11/28/2018
Citizens Telecommunications Response Due: 12/10/2018
Company of MN, LLC
Frontier Communications of
Minnesota, Inc.
Type of Inquiry: General
Requested by: Bonnie Johnson; Diane Dietz
Email Address(es): bonnie.johnson@state.mn.us; diane.dietz@state.mn.us
Phone Number(s): 651-539-1880; 651-539-1876

- c) The \$214.76 credit that Frontier provided the customer did not include the "\$5 per day" customer remedy identified in the AFOR. Rather, it was based on a pro-rata amount for the time that the customer was without service. This ticket was the result of widespread facility damage in the Crane Lake exchange which was caused by a series of significant lightning storms. These storms caused substantial damage to Frontier cable facilities. The AFOR excludes troubles caused by events outside Frontier's control, events such as the lightning storms, and therefore this ticket was excluded from the credits under the AFOR.
- d) The Buyck area was subject to a series of significant lightning storms. Frontier cannot confirm whether a single lightning strike impacted both customers. However, the lightning storms that triggered the lightning strikes that impacted both customers were from the same series of lightning storms.
- e) The Buyck area is within the Crane Lake exchange, and is not specifically delineated. See attached file "*Response to IR 72e.pdf*" for information on Crane Lake customers with troubles for the months of June to September 2018.
- f) As noted above, a large area of Frontier's service territory in Northern Minnesota was impacted by a series of lightning storms. These storms caused widespread damage to Frontier cable facilities. Repair of affected cable, and in some cases replacement of cable, was a time-consuming effort with work spread over a relatively large geographic area. In many cases, access to the impacted cable was difficult as much of the affected area is remote. Much of the impacted cable was submarine cable placed in lakes and other water bodies. Accessing, inspecting, and repairing that underwater cable required access by boat. Obtaining and coordinating suitable boats and repair equipment was difficult. Repair of the underwater facilities was dependent to some degree upon weather. Thus, Frontier could not repair all trouble immediately, but was required to engage in a repair effort over several weeks and over a widespread geographic area to address all the damaged cable.
- g) See attached file "*Response to IR 72g.pdf*".
-

To be completed by responder

Response Date: December 17, 2018
Response by: Scott Bohler
Email Address: scott.bohler@ftr.com
Phone Number: (952) 491-5534

Attachment 3

Docket No. P405-P407/CI-18-
122

Department Comments

Jan. 4, 2019

disincentives in creating repair tickets; and 5) some consequences of Frontier's outside customer service vendors;

3. In roughly 2012, the Residential Customer Service Call Center in Burnsville Minnesota, where trouble ticket and job orders were created for the work assigned to field technicians, was closed. In December of 2016, the dispatch center in Burnsville Minnesota, was closed. Thus, while I was unable to confirm that the practices I discuss below continue to the present day, to the best of my knowledge, the information I provide describes current practices.
4. When a Dispatcher knows that a technician will be unable to make it to a customer to perform a repair or installation, as scheduled,¹ the Dispatcher sends the record into an auto-dialer system as there will need to be a new date scheduled for the repair. The auto-dialer calls the customer number that is on the ticket or order². The customer hears a recording, which states that a technician is unable to be there today. The customer is either provided a new date and time when the repair is scheduled, or instructed to call back into Frontier to schedule a different day and time. In this process, a new due date is assigned.
5. If there is no call back number for the customer or the only number is out-of-service, the customer's job is placed back into "Pending". When it hits the "Pending" queue after being "Jep" called, the Pending Queue loads the Techs with their jobs for the following day. Again, if the Techs cannot get through the jobs on their load, they would either call the customer or send it back to the Pending queue, where it again goes to the auto-dialer, as described above.
6. Customers that were expecting a technician who did not arrive as scheduled may call Frontier and be told that their ticket was lost. Tickets cannot be "lost."

¹ The calls are then referred to as "Jep" calls—meaning that they are in Jeopardy of not getting done by the scheduled time—but in practice they were not in jeopardy in the sense that it was clear they are already late)

² "Tickets" refer to Out-of-Service or other problem calls. "Orders" refer to new service or upgrade calls. Collectively, "Tickets" and "Orders" are referred to as "jobs."

Tickets are either open, closed once completed, canceled by the customer if they call back and the service is now working, or deactivated.

7. The number of Frontier technicians in Minnesota on the CWA roster has significantly declined since 2008, likely resulting in many more customers not having their repair take place as scheduled, and then going through the autodialer process, discussed above. The below table shows the CWA field technicians working for Frontier in Minnesota.

	2008	2014	2018
Metro	40	28	25
LeCenter	10	9	10
Fairmont	11	6	2
Worthington	7	6	2
Slayton	3	2	3
Canby	4	2	2

8. The same technicians who perform repairs on tickets also install new services on orders, and it is the same technicians that repair and install both telephone and internet services. If greater emphasis is placed on completion of new service installation orders, it takes longer for repair tickets to be addressed, with the problems being even more significant with the reduction in technicians. Further, the prioritization of a technician's work appears to clearly be:

- a. Newer tickets take priority over old tickets since the old tickets have already missed the required standard for the repair.
- b. New service installations are prioritized over repairs. Although this is not the written policy, it appears to be the case as evidenced by the fact

that overtime is granted for technicians to complete orders, but no overtime is permitted to complete repairs.

c. Jobs receiving federal money take priority over repairs.

9. When a ticket is opened, whenever someone pulls up that account, it is flagged on the screen in the Endeavor database³ as a ticket or order. If the flag is clicked, it will show the trouble ticket or order type and also show the ticket or order number. If an entry is made to show that a ticket has been completed, or closed by the technician or another department, the flag will not be there when the account is accessed. The normal procedure is for closed tickets be in the VXfield, database⁴. The customer's closed ticket contains the technician's notes detailing the work done to resolve the issue.
10. Even when more than one ticket is created for the same job, those tickets are not lost. If a customer calls in and reaches a poorly trained vendor or Frontier Customer Service Representative (CSR), more than one ticket may be created for the same problem. When these tickets are made, they are assigned a line card⁵ and only one job at a time can have a line card. Extra or duplicate tickets go into an error queue, which is managed by the Dispatch Department. Dispatch then cancels the duplicate tickets. Error tickets that are not duplicates may be sent back to a CSR to collect missing information. A cancelled ticket remains in the VXfield database and is discoverable with a search.

³ Endeavor (also referred to as DPI or "Green Screens") is the database accessed by Customer Service Representatives to enter and retrieve customer information, attach line cards and create tickets and orders.

⁴ VXField (also referred to as Verisae, formerly known as ViryaNet) is the database used by field technicians to see their next job, enter notes, find customer information and close completed jobs. In VXField, a different number is used to refer to the same ticket appearing in Endeavor. If a Tech or Dispatcher finds a record in VXField (searching by phone number), it refers back to the ticket located in Endeavor, however, the record in Endeavor does not identify the Ticket number in VXField.

⁵ A "Line Card" is a essentially a database record for a Customer which includes Name, Address, Phone #, Billing Info, Payment record, and the facilities associated with the customer's services (e.g., the central office, cable, crossbox, terminal).

11. There may also be a significant customer service issue due to vendors ‘dumping’ customers into other call queues if they don’t want to, or know how to, handle the call. It could be a billing issue, service issue, or any other issue. Many times when a CWA member gets a call, the customer will say they were just talking to someone else, were placed on hold, and were passed along. Since Frontier employees are unable to contact the vendor who last “touched” the record, the customer will have to start all over explaining the reason for their call.
12. It is clear that the problems of customers being passed along without receiving any real help is predominantly cause by vendors, because each time someone enters a customer’s phone number in the system and pulls up an account, the system will automatically ‘stamp’ that account with the date, time, and the CSR’s ID. Vendors ID numbers all begin with “V_” (e.g., V_ABC123).
13. Since Frontier closed its Repair Departments in December of 2016, which only handled repair calls, CSRs now handle both Orders and Tickets. There is an incentive for CSRs to avoid repair calls. CSRs are required to meet sales goals every month before they are eligible to receive commissions and these sales goals have increased substantially over time. Low wages for CSRs mean commissions are a significant part of their incomes. The failure to meet sales goals for a period of time could mean discipline or termination. By shortening the time spent on repair calls and creating tickets, or by quickly dumping repair calls to other departments, a CSR is more available to receive Order calls.
14. The Vendor issues with calls being dumped, as described above, may be the result of similar incentives. I do not have specific knowledge of Frontier’s contracts and policies or even who the vendors may be, but, from my experience with customer service employees for vendors at other companies, sales goals, call-handling time, and other “metrics” are more severe than the companies from which they are out-sourced. With generally low wages and an opportunity for commissions on sales calls, CSR’s employed by Vendors may have a strong incentive to ‘dump’ repair calls as quickly as possible.

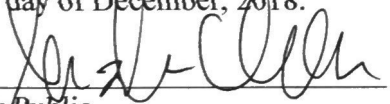
15. If a Customer calls in with *both* a repair issue *and* an order, the CSR must essentially choose between entering it as an order or a ticket since only one can be assigned to a line card at a time. CSR's get commissions for orders but not tickets, providing an incentive to ignore the problem and create an order. When the customer calls back in about the repair issue, the order may be closed, and there would be no ticket on their line card. The customer may be told that their ticket was lost, but there may never have been a ticket opened.
16. In some cases when there is an area-wide issue, such as a cable cut, all tickets related to the cut will be grouped as a "Common Cause" ticket and assigned a Common Cause number. Once the trouble has been cleared, those tickets will then be closed by the person handling the Common Causes. It is possible that tickets that are not related to the Common Cause, but identified as such, are closed despite not being corrected. If a customer calls in for the same issue, but the ticket had been closed when a Common Cause issue was cleared, a new ticket would be created with a new due date.
17. If a customer calls concerning a previously requested repair and gives a phone number on their account, and they have more than one line (less common for residential customers), the Vendor or Frontier CSR taking the call, must check every number on the account if they don't find the ticket using the number given by the customer, since the original ticket may have been written using one of the customers other numbers on the account. Vendors fielding customer calls may not have access to the VXfield database or have not been trained to use it. As a result of being unable to find the customer's ticket, the CSR may tell the customer their ticket has been "lost."

Further your affiant sayeth naught.

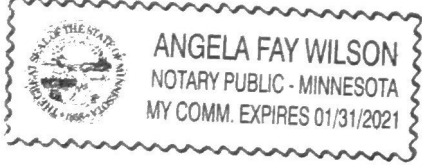


Jeff S. Lacher

Subscribed and sworn before me on
This day of December, 2018.



Notary Public 12/13/18



Attachment 4

Docket No. P405-P407/CI-18-
122

Department Comments

Jan. 4, 2019

Southern Minn. towns fed up with telecom service

Business Mark Steil · Ceylon, Minn. · Oct 1, 2018



Residents of Ceylon in southern Minnesota say Frontier Communications should complete this telephone line project in town. Here, a tree is used to support the cables. Many of the lines lay on the ground. Mark Steil | MPR News

You would expect to look up to see Frontier Communications telephone lines in the town of Ceylon, neatly swaying from traditional wood utility poles.

But in parts of town, look down. There they are — black cables snaking through the grass.

"There's three lines there, that are just laying across the ground," said John Gibeau, a Ceylon City Council member. "And they run down for probably another 60 yards."

He gives Frontier's work on this telephone line project a failing grade. It looks like the cables were successfully laid out, but that's it. They've never been buried or attached to a telephone pole.

Nearly 400 people have attended a series of public hearings across Minnesota concerning complaints about Frontier Communications as part of a state Public Utilities Commission investigation of the phone and internet company.



Ceylon City Council Member John Gibeau wants Frontier Communications to complete a telephone line project in the southern Minnesota town. Someone attached this line to a fence post to get it off the grass. Mark Steil | MPR News

- Previously: [Hundreds of complaints about Frontier Communications services prompts public hearings](#)

In Ceylon, the problems with Frontier are in plain sight.

Gibeau points out one line draped across a propane gas tank. When the cable reaches a street, it's elevated so that vehicles don't run over it. But not to a telephone pole. Instead the line is supported by the overhead branches.

"It elevates up into the tree that is now acting as a Frontier telephone pole," Gibeau said. "And so it goes up over the tree, and to the next tree across the street. Through a bunch of branches which isn't safe. And this here actually has been this way for almost three years."

Gibeau said one resident worried about severing a Frontier cable with a lawnmower moved the line from the grass into a flower bed for safety. Another attached a line to a post to get it off the ground. Gibeau said town officials have repeatedly asked Frontier to fix the problems, but so far nothing has happened.

They even reached out to the state attorney general's office for help. Now they're taking their case to the Public Utilities Commission.

Gibeau attended the agency's recent hearing in Slayton concerning Frontier complaints. There he told an administrative law judge that the Ceylon issue is larger than just unsafe cables laying in the grass.

He said the unfinished work symbolizes corporate indifference to the vital work of completing an adequate rural telecommunications network.



Ceylon City Council Member John Gibeau says Frontier Communications failed to complete this telephone line project. The cables have not been buried or attached to poles. This one crosses a propane gas tank. Mark Steil | MPR News

"If we don't have proper internet, you can kiss these small towns goodbye," Gibeau said.

Just how important good communication lines are was demonstrated by another testifier at the Slayton hearing. Last summer a construction crew severed the Frontier cable that serves Dale Burkhardt's southern Minnesota farm. He said it hasn't been fixed yet.

"I still don't have a landline, I don't have an internet," Burkhardt said. "I'm getting a little fed up."

During the summer he runs a crop-spraying service. He estimates he's lost about \$10,000 in business because customers can't reach him.

Frontier representatives at the PUC hearings have repeatedly apologized for problems the company's more than 90,000 Minnesota customers have experienced. They include the unfinished Ceylon project, but also numerous complaints about unreliable internet or phone service.

The company's vice president of communications Javier Mendoza says Frontier is listening.

"For us, one customer who is out of service is one customer too many," Mendoza said. "So, we would thank our customers for their patience. We recognize that from time to time we experience service issues and delays. And for those customers that are affected, we apologize to them."

Mendoza also said Frontier officials will visit Ceylon for a firsthand look. He said it's possible not all the cables on the ground are Frontier lines, but promises to assess the situation.

Gibeau has heard similar promises before in a long career as a public official. At the same time Jesse Ventura shocked the state and the world 20 years ago by winning the Minnesota governor's race, Gibeau shocked Ceylon by winning the mayor's seat at age 21.

He said he won't relent on the Frontier issue.

"You don't do that to my town and think you're going to get away with it."

Public hearings taking comments on Frontier Communications

 [pipestonestar.com/articles/public-hearings-taking-comments-on-frontier-communications/](https://www.pipestonestar.com/articles/public-hearings-taking-comments-on-frontier-communications/)

By Kyle Kuphal | on September 11, 2018

September 11, 2018

The Minnesota Public Utilities Commission (MPUC) has scheduled public hearings to take comments from consumers as part of its ongoing investigation into telephone services provided by Frontier Communications.

The nearest public hearing is scheduled for Sept. 25 at 6 p.m. in the Slayton Public Library at 2451 Broadway. Others are scheduled for Ely, McGregor, Wyoming and Lakeville.

The goal is to collect information about customer experiences and concerns and identify possible remedies.

Those who attend the hearings will be able to voice their concerns to Administrative Law Judge Jeffery Oxley, according to a notice from the Minnesota Department of Commerce. Customers may submit copies of their bills, contract, advertising, letters, notes, recordings or other documents to the judge.

Oxley will submit a report of the information gathered to the MPUC.

Customers can also submit written comments until Oct. 3 at 4:30 p.m. by email to consumer.puc@state.mn.us; by letter to the Minnesota Public Utilities Commission, 121 Seventh Place East, Suite 350, St. Paul, MN 55101; or by visiting mn.gov/puc and selecting Speak Up!. Customers should reference the docket number CI-18-122 when submitting a comment.

The MPUC initiated its investigation in April into whether Frontier had violated any service quality, customer service or billing practices with its telephone services. MPUC has received hundreds of complaints about Frontier regarding the speed and quality of the installation of services, the response time to calls for repairs and the quality of repairs once they're made, charges made for services not requested or received, the quality of internet and telephone services and more.

State Statute allows the MPUC to investigate telephone companies if government entities or customers lodge complaints about the company's services and fees.

Jasper City Council members lodged a complaint to Frontier in February after indicating at a council meeting that they'd heard complaints from residents and in some cases, had their own complaints. The council sent Frontier a letter detailing those complaints, which included "severe interruptions with phone, cable and internet service" and indicated that support tickets were created but closed by Frontier without resolving the issue, "leaving customers without service for days on end."

The city also expressed concern in the letter that cable pedestal boxes owned and operated by



Frontier around the city “are in dire need of repair,” with missing covers leaving wires exposed and posing a safety hazard to residents and their pets.

Cortney Kounkel, Jasper city clerk/treasurer, said last week that the city never received any communication from Frontier regarding the letter it sent, but that most of the damaged pedestal boxes around town had been repaired after the letter was sent.

Frontier did not respond prior to deadline to a request for comment via its listed media contact for its Midwest service area that includes Minnesota, Iowa, Illinois, Indiana, Nebraska and Wisconsin.

More From E-Edition Go To The E-Edition Section

[About 6 inches of snow dumped on Pipestone Monument, local federal agencies remain closed](#)

Attachment 5

Docket No. P405-P407/CI-18-
122

Department Comments

Jan. 4, 2019



July 15, 2015

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

Re: In the Matter of a Petition by Citizens Telecommunications Company of Minnesota, LLC to Adopt an Existing Alternative Regulation (AFOR) Plan
MPUC Docket No. P407/AR-15-388

Dear Mr. Wolf:

On April 27, 2015, Citizens Telecommunications Company of Minnesota, LLC ("Citizens") filed a notice with the Commission that it intended to adopt the existing Alternative Regulation ("AFOR") Plan of its affiliate, Frontier Communications of Minnesota, Inc. ("Frontier"). Subsequently, the Minnesota Department of Commerce filed comments with the Commission, noting that certain aspects of Citizens' April 27 filing were inconsistent with the Frontier AFOR.

Attached is a revised AFOR document that addresses the matters raised by the Department of Commerce. Specifically, the revised document incorporates a modification to Section IV, B(1)(a) that the Commission ordered to the Frontier AFOR.

Also, the listing of tariffed services in Appendix A of the AFOR document tracks the categorization of services used in the Frontier AFOR with Private and Semi-private Directory Listings, Toll Restriction, and Intralata Operator Services being reflected in the tariff for Price-Regulated services. Additionally, new language regarding Line Extensions will be incorporated into the Citizens' tariff for Price-Regulated services. Citizens intends to make these tariff changes within 30 days of a Commission Order approving the AFOR adoption.

If you have any questions, please contact me at (952) 491-5534, or scott.bohler@ftr.com.

Sincerely,

/s/ Scott Bohler

Scott Bohler
Manager, Government and External Affairs

Attachment 1

Clean copy of revised AFOR plan

STATE OF MINNESOTA
BEFORE THE PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
John Tuma	Commissioner
Betsy Wergin	Commissioner

**CITIZENS TELECOMMUNICATIONS COMPANY OF
MINNESOTA, LLC.**

**ALTERNATIVE FORM OF RETAIL REGULATION
PLAN FOR THE STATE OF MINNESOTA**

AFOR Plan Effective Date:

November 1, 2015

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I. PREFACE

Citizens Telecommunications Company of Minnesota, LLC. (“CTC-Minnesota”) shall be subject to an alternative regulation plan in Minnesota as set forth in this AFOR Plan (“Plan” or “AFOR Plan”) on the AFOR Plan Effective Date. The elements of the Plan are set forth in detail in the following sections.

The Plan is intended to allow consumers to enjoy the benefits of the competitive marketplace at affordable and equitable rates and with a quality of service consistent with Commission rules; to facilitate telecommunications alternatives; and to provide a regulatory environment with greater pricing flexibility and more consistent with the competitive telecommunications market in which CTC-Minnesota operates.

II. DEFINITIONS

- A. **Commission.** Commission means the Minnesota Public Utilities Commission.
- B. **Department.** Department means the Minnesota Department of Commerce.
- C. **Flexibly-Priced Services.** Flexibly-priced services include retail services offered by CTC-Minnesota that have not been classified as either price-regulated or non-price regulated. Specific services that are classified as flexibly-priced under this Revised Retail Plan are listed in Appendix A, Schedule 2.
- D. **New Service(s).** New services are those functions, features, or capabilities that are not offered by CTC-Minnesota in Minnesota on the Plan Effective Date.
- E. **Non-Price-Regulated Services.** Non-price-regulated services are those retail services for which alternatives are competitively available. Specific services that are classified as non-price-regulated under this Plan are listed at Appendix A, Schedule 3.
- F. **Price-Regulated Services.** Price-regulated services are those retail services that are listed in Appendix A, Schedule 1 and as specified in Minnesota Statutes section 237.761.
- G. **Tariff or Price List.** Tariff means the schedule filed with the Commission that describes the rates, terms, and conditions of price-regulated services provided by CTC-Minnesota. Price List means the schedule filed with the Commission that describes the rates, terms, and conditions of flexibly-priced or non-price-regulated services provided by CTC-Minnesota.
- H. **Total Service Long Run Incremental Cost or “TSLRIC.”** As used herein, Total

Service Long Run Incremental Cost shall have the same meaning defined in Minn. Stat. 237.772, subd. 1(a).

III. PRICE AND SERVICE QUALITY REGULATION

A. Alternative Regulation.

CTC-Minnesota's retail services are not subject to rate of return regulation or earnings investigations pursuant to sections 237.075 or 237.081 of Minnesota Statutes during the term of the Plan. Similarly, except as otherwise specified in the Plan, CTC-Minnesota is not subject to the provisions of sections 237.57 or 237.59 of Minnesota Statutes during the term of the Plan. Except as provided herein, the Commission retains its authority under section 237.081 to investigate matters other than rate of return and earnings and to issue appropriate orders, and the Department retains its authority under sections 216A.07 and 237.15 to investigate matters other than the rate of return and earnings of the Company. Nothing in this section limits the Commission's jurisdiction or authority over CTC-Minnesota's wholesale services.

B. Effective Date.

This Plan is effective at 12:00 midnight on November 1, 2015 (the "Plan Effective Date").

C. Duration and Renewal.

The Plan shall be adopted pursuant to the requirements of Minn. Stat. § 237.766, subd. 2, and will continue for a period of three (3) years (36 consecutive months) from the Plan Effective Date.

Pursuant to Minn. Stat. 237.766, subd 1, within six months prior to the termination of the Plan, CTC-Minnesota shall file with the Commission notice that it proposes a new plan, extend the existing plan, or revert to rate of return regulation.

IV. CLASSIFICATION, RATES AND PRICES FOR RETAIL SERVICES

A. General Provisions.

1. Initial Classification.

a. Specific telephone services that are subject to regulatory oversight are described in the Plan and listed in Appendix A, Schedules 1 and 2. Existing services that are not specifically identified in Appendix A, Schedules 1, 2, or 3, will be classified as price regulated if in Tariff #2, as flexibly priced if in Tariff #3, and as non-price-regulated if in Tariff #4.

b. All services offered by CTC-Minnesota which are not telephone services and/or

are not subject to regulation by the Commission are not subject to regulation under this Plan.

Such services include, but are not limited to, radio common carrier services, customer premise equipment, billing and collection services, inside wiring, and services tariffed in the Federal jurisdiction. Nothing in this Plan adds to or reduces in any way the authority of the Minnesota Public Utilities Commission, the Department of Commerce or the Office of the Attorney General.

2. The Introduction of New Services.

a. Filing.

As provided in Minn. Stat. § 237.761, subd. 7, at the time CTC-Minnesota first offers a service, CTC-Minnesota shall file a tariff or price list with the Commission, along with the proposed classification for the service and a written explanation of why the service classification is consistent with Minn. Stat. § 237.761. New services may be offered to customers one (1) day after filing.

b. Classification.

Any interested person may object to CTC-Minnesota's proposed classification or the Commission may act on its own motion within thirty (30) days from the date of filing. CTC-Minnesota shall have twenty (20) days to respond to any objections. After such further proceedings as may be appropriate, the Commission shall make a final determination as to the appropriate classification within ninety (90) days from the date of the filing of the new service.

3. Tariffs and Price Lists.

Within 90 days of Commission approval of this Plan, CTC-Minnesota shall update its tariffs and price lists consistent with the terms of this Plan.

B. Price-Regulated Services.

1. Permitted Changes and Procedures for Changes for Price-Regulated Services.

The "Regulated Price" of a service is the price of the service on the effective date of this Plan. CTC-Minnesota may, on its own initiative, reduce the rate for a price-regulated service below the Regulated Price and may subsequently increase those prices of price-regulated services that had been reduced at CTC-Minnesota's initiation up to the Regulated Price without Commission approval. The rates or prices may not be reduced below the Total Service Long Run

Incremental Cost of providing service. CTC-Minnesota may file for a rate change for price-regulated services under the following procedures. In the event CTC-Minnesota proposes a price increase above the Regulated Price of a Price-Regulated Service, the proposal shall be supported by affirmative evidence.

a. Price Caps for Certain Price-Regulated Services.

CTC-Minnesota shall not increase the price of one-party basic local residential service (R1) or the installation or service restoration charges associated with one-party basic local residential service (R1) for the first year of this Plan. CTC-Minnesota shall not increase the price of one-party basic business service (B1) for the first year of this Plan. After the first year of the Plan CTC-Minnesota may increase the monthly rate for one-party basic local residential service (R1) and one-party basic business service (B1) up to a total of \$2 over the remaining term of the Plan and CTC-Minnesota may increase the installation and service restoration charges associated with these services up to \$2 over the remaining term of the Plan. If CTC-Minnesota implements the optional increase in years two and three of the Plan, CTC-Minnesota will not increase the outstate prices for one-party basic local residential service by more than it increases the metro price of one party basic local residential service. CTC-Minnesota will implement a rate increase to R1 rates in years two and three of the plan only to the extent that the total rate (R1 rate plus the rate increase plus any applicable EAS additive) does not exceed the FCC-established rate floor in effect at that time.

b. Rate Changes for Price-Regulated Services.

Changes in tariffs for price-regulated services shall become effective under the following timelines: a) language changes and promotions, one day after filing the tariff; b) rate reductions, one day after filing the tariff, c) significant changes in the condition of service, 20 days after filing the tariff; and d) proposals to increase prices, 30 days after filing the tariff and providing notice to customers.

c. Procedures for Objection to Price Increases for Price-Regulated Services.

Any interested person may file an objection with the Commission, or the Commission on its own motion may act, within 30 days of the notice. In its objection, the interested person or the Commission shall specify the manner in which CTC-Minnesota's proposal violates state law or Commission rules or is otherwise not in the public interest. The Commission may suspend a rate change for good cause pending a PUC determination. If, after receipt of a valid objection or upon its own motion, the Commission makes specific findings based on substantial evidence

demonstrating that CTC-Minnesota's proposal violates state law or Commission rules or is otherwise not in the public interest, it may disapprove the requested increase or approve a lesser increase. CTC-Minnesota shall be permitted to institute rate changes as provided in Minnesota Statute section 237.762, subd. 5.

2. Discontinuance of Price-Regulated Service.

a. CTC-Minnesota reserves the right, pursuant to Minn. Stat. § 237.767, to seek approval from the Commission to discontinue the provision of a service that has been classified as a price-regulated service in accordance with the procedures set forth below.

b. At least 30 days prior to the proposed date of discontinuance, CTC-Minnesota shall file with the Commission a petition to discontinue a price-regulated service. At the same time, CTC-Minnesota shall provide notice of such filing to the affected customers of its intent to discontinue the service. Parties shall have ten days from the date of the filing to file initial comments on the petition. Reply comments may be filed five days after the initial comments. If no comments are filed, the proposed changes shall go into effect on the date specified by the Company. If comments are filed, or issues raised by the Commission, the Commission shall hold such hearings as it deems appropriate and issue its final order within 120 days of the filing of the petition by CTC-Minnesota.

3. Reclassification of Price Regulated Services to Flexibly-Priced Services.

Except for the services listed in Minn. Stat. § 237.761, subd. 3, when the Company presents documentation that any one of the following conditions is present, the Commission shall reclassify the price-regulated service as "flexibly-priced."

(1) That the service is not essential for providing local telephone service or access to the local telephone network; or

(2) That the service is not integrally related to privacy, health or safety of the Company's customers; or

(3) That a reasonable alternative exists within the relevant market or geographic area on reasonably comparable terms and conditions.

C. Flexibly-Priced Services.

1. Permitted Price Changes and Procedures for Flexibly-Priced Services.

Specific services or categories of services that are classified as flexibly-priced services under this Plan are listed in Appendix A, schedule 2.

2. The following section sets forth the procedures for adjusting the price lists for flexibly priced services during the term of the Plan.

a. Price Decreases.

CTC-Minnesota may file for price decreases at any time. Decreases will be effective on the day after the filing, unless a later time period is designated by CTC-Minnesota. If CTC-Minnesota has decreased a price, CTC-Minnesota may subsequently increase that price back to the price level existing at the Plan Effective Date, notwithstanding the provisions of IV.C.1.c.

b. Price Increases.

CTC-Minnesota may file for rate increases at any time. CTC-Minnesota may implement price increases for flexibly priced services 20 days after filing with the Commission and the provision of notice to affected customers.

c. Procedures for Objection to Price Increases to Flexibly-Priced Services.

In the event CTC-Minnesota proposes a price increase to a flexibly-priced service, any interested person may file an objection with the Commission or the Commission on its own motion may act within 20 days of the notice. In its objection, the interested person or the Commission shall include the manner in which CTC-Minnesota's proposal violates state law or Commission rules or otherwise is not in the public interest. If, after receipt of a valid objection, the Commission within 120 days of the date of notice makes specific findings based on substantial evidence demonstrating that CTC-Minnesota's proposal violates state law, or Commission rules or is otherwise not in the public interest, it may disapprove the requested increase or approve a lesser increase.

d. Other Changes to the Price List.

All other changes to the price list shall be effective after filing, on the date designated by CTC-Minnesota.

3. Reclassification of Flexibly-Priced Services to Non-Price Regulated Services.

The Commission shall reclassify a flexibly-priced service as a non-price regulated service pursuant to Minn. Stat. §237.761, subd. 5.

4. Discontinuance of a Flexibly-Priced Service.

a. CTC-Minnesota reserves the right, pursuant to Minn. Stat. § 237.767, to seek approval from the Commission to discontinue the provision of a service that has been classified as flexibly-priced in accordance with the procedures set forth below.

b. At least 30 days prior to the proposed date of discontinuance of flexibly- priced services, CTC-Minnesota shall file with the Commission a petition to discontinue a flexibly-priced service. At the same time, CTC-Minnesota shall provide notice of such filing to the affected customers of its intent to discontinue the service. Parties shall have ten days from the date of the filing to file initial comments on the petition. Reply comments may be filed five days after the initial comments. If no comments are filed, the proposed changes shall go into effect on the date specified by the Company. If comments are filed, or issues raised by the Commission, the Commission shall hold such hearings as it deems appropriate and issue its final order within 120 days of the filing of the petition by CTC-Minnesota.

D. Non-Price Regulated Services.

1. Permitted Price Changes and Procedures for Price Changes for Non- Price- Regulated Services.

a. CTC-Minnesota may change its prices for non-price-regulated services pursuant to the procedure set forth below. Prices for these services may be increased or may be reduced.

b. CTC-Minnesota may implement price changes and other miscellaneous changes for non-price-regulated services immediately upon notice to the Commission by filing a revised price list reflecting the change and the effective date of the change. Prices for these services are not subject to approval by the Commission except as expressly permitted by Minn. Stat. § 237.770 and § 237.771. Affected customers will be provided notice at least 20 days in advance of the change.

2. Discontinuance of a Non-Price-Regulated Service.

Commission approval to discontinue a non-price-regulated service is not required. CTC-Minnesota will give its customers and the Commission 30 days notice prior to discontinuing a non- price-regulated service.

E. Customer Incentives.

CTC-Minnesota may offer incentives to customers to purchase or continue to purchase services from CTC-Minnesota including a waiver of non-recurring charges and a waiver of monthly rate(s) on selected services as determined by the Company.

If required by federal law, a customer incentive provided pursuant to this section will be made available for resale by qualified carriers reselling the Company's service.

F. Special Pricing Issues.

CTC-Minnesota may offer special pricing arrangements on the same regulatory terms and conditions that apply to competitive local exchange carriers as set forth in Minnesota Rule 7812.2210, subpart 5, section (A) and (B), and other applicable law. The customer contracts for services priced with special pricing arrangements are not required to be routinely filed, but shall be provided to the Commission, the Department or the OAG upon request. Each service offering with special pricing arrangements must be identified in the tariff and contain the rules and conditions for which special pricing may be offered. To the extent prohibited by federal or state law or the Commission, CTC-Minnesota shall not give preference or discriminate in providing services, products, or facilities to an affiliate or to its own or an affiliate's retail department that sells to consumers.

G. Cost Recovery.

To the extent that a lawful order or mandate of a governmental authority requires investments that impose network, facility relocation or infrastructure-related costs on CTC-Minnesota, CTC-Minnesota has the right to recover those costs from its customers. CTC-Minnesota shall propose rate changes pursuant to this Plan to recover those costs. If the Commission disapproves CTC-Minnesota's proposed rates, it must approve an alternative that allows for full recovery of the imposed cost. The Commission may not impose a cost recovery mechanism with which CTC-Minnesota does not concur.

H. Exogenous Costs.

If the Commission, Legislature or other government entities with appropriate jurisdiction impose new costs on CTC-Minnesota or changes in CTC-Minnesota's revenues (collectively referred to as "Exogenous Changes") incurred after the effective date of the Plan and during the effective period of this AFOR, CTC-Minnesota may petition to recover Exogenous Changes, including but not limited to changes in the intrastate financial impact of: changes in EAS routes and/or compensation, including changes in intercarrier compensation; comprehensive local service rate restructuring; rate deaveraging; changes in state or federal universal service or funding payments; changes in local, state or federal taxes; changes in the Commission's application of jurisdictional separations, the Uniform System of Accounts or other mandatory Financial

Accounting Standards Board accounting standards; assessments related to the use of telephone numbers, including mandated number conservation efforts; financial impacts of government mandates to construct specific telecommunications infrastructure or develop systems beyond that contemplated by this Plan, and for which CTC-Minnesota would not otherwise be compensated through some other manner under the plan.

The Commission may, upon petition, grant recovery of any Exogenous Change through the associated rate including price-regulated rates. Nothing in the Plan alters legal rights CTC-Minnesota may have related to revenue neutrality set forth by law. CTC-Minnesota shall have the right to recover federally authorized rates or charges during the term of this Plan. All changes related to local service provider long-term number portability (LNP) are treated in this Plan as federally authorized rates or charges.

Any costs to CTC-Minnesota resulting from any legislatively authorized local taxes, franchise fees, or special surcharges imposed by local or regional governmental units on the services provided by CTC-Minnesota under the plan may be recovered through a separate line item on CTC-Minnesota's bill and recovered only from customers living within the jurisdiction that imposed the surcharge and who subscribe to the service upon which the surcharge is imposed.

Prior to imposing a surcharge on customer bills, CTC-Minnesota shall file a tariff with the Commission identifying the surcharge amount to be added on the customer bill. The filing shall provide any necessary supporting calculations for determining the surcharge amount and the basis upon which the underlying costs qualify as Exogenous Costs under the Plan. The tariff will become effective 60 days after filing and after notice to the local or regional government unit, unless the Commission receives an objection within the 60 day period to treating the costs as Exogenous Costs under the Plan. If the Commission receives any such objection, it shall determine whether or not the costs qualify as Exogenous Costs within 120 days of the original tariff filing. CTC-Minnesota shall have the burden to demonstrate that the costs qualify as Exogenous Costs and qualify for recovery under this Plan.

CTC-Minnesota may petition the Commission for recovery of any Exogenous Change at any time. CTC-Minnesota shall be allowed to implement approved increases to its Regulated Prices to recover the financial impacts of Exogenous Changes.

I. Changes Related to Access Charge Reductions.

In the event the Minnesota Public Utilities Commission or Federal Communications Commission mandates a reduction in the access charges CTC-Minnesota may petition the Commission with a proposal to offset the revenue losses. Nothing in this AFOR plan precludes CTC-Minnesota from implementing any federally mandated or authorized changes related to access charges.

V. Service Quality

A. Standards and Customer Remedies

CTC-Minnesota will be governed by the Commission's service quality standards appearing in Chapter 7810 of the Commission's Rules, except as specifically modified in this Plan. If the Commission modifies those service quality standard rules during the term of the Plan, CTC-Minnesota and the Department will jointly revise this Plan to reflect the modified service quality rules. In addition, the specific individual customer remedies will apply.

B. Applies to Normal Operating Conditions

The service quality standards and customer remedies apply only to normal operating conditions and do not establish a level of performance to be achieved where circumstances are beyond CTC-Minnesota's control. CTC-Minnesota is exempted from the otherwise applicable individual customer remedies if it is prevented from meeting a quality of service standard because of conditions caused by persons, things, or events outside the reasonable control of CTC-Minnesota, that CTC-Minnesota could not have reasonably anticipated and prevented, or circumstances that endanger the safety of CTC-Minnesota employees or members of the public, including: (1) delays of a local government unit in granting approval for obtaining easements, permits or access to rights-of-way; where CTC-Minnesota has made a timely application for any permits; (2) the customer, including but not limited to, no access to customer's premises, delays caused by the customer's construction project or lack of facilities or the customer choosing a later appointment than offered; (3) delays caused by a vendor in the delivery of equipment where CTC-Minnesota has made a timely order or request; (4) other delays outside the control of CTC-Minnesota, including, but not limited to, acts of God, explosions or fires, floods, frozen ground, tornadoes, severe weather, epidemics, injunction, war, acts of terrorism, strikes or work stoppages, or negligent or willful misconduct by customers or third parties including outages originating from the introduction of a computer virus onto the provider's network. Events caused by CTC-

Minnesota employees or contractors are not outside CTC-Minnesota's control for the purpose of the Plan.

C. Standards

CTC-Minnesota will monitor and report annually on five service quality standards.

i) Time intervals for installation of service.

The objective will be to install primary service within three business days, or on the requested installation date, if later.

ii) Time intervals for restoration or repair of service

Pursuant to Rule 7810.5800, the objective will be to clear 95% of all out-of-service troubles within 24 hours of the time such troubles are reported, or by appointment date, if later.

iii) Trouble rates

Pursuant to Rule 7810.5900, the objective will be to 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.

iv) Held orders

CTC-Minnesota shall not exceed a daily average of more than 4 held orders for primary line service. A held order is defined as a primary line service not provided: a) in 30 days when the customer requested service within 30 days; or b) on the date requested when requested for more than 30 days in the future. Results shall be determined by a 12-month annual statewide average of the performance for the measure.

v) Answer time

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. Results shall be determined by a 12-month annual statewide average of the performance for the measure for combined customer, business and repair calls.

CTC-Minnesota shall report annually on its performance in meeting the quality of the five service standards for the previous year to the Commission and the Department. The filing will include monthly results on an exchange basis for the Time intervals for installation of service, Time intervals for restoration or repair of service, and Trouble rates measures. For other measures, monthly results will be provided on a state-wide basis.

D. Substantial Compliance

Substantial compliance with retail service quality standards is satisfied if CTC-Minnesota

meets 4 out of 5 of its individual service quality standards each year. For purposes of determining substantial compliance, compliance with the individual service quality standards will be measured on an annual statewide basis. CTC-Minnesota will not be in substantial compliance with the service quality standards if it fails to meet the same individual service quality standards for two consecutive years. Failure to substantially comply with the service quality standards for two consecutive years will require CTC-Minnesota to meet and confer with the Department and OAG to negotiate a voluntary resolution to the matters. If successful resolution of the matter cannot be negotiated, CTC-Minnesota will present the Department and OAG with a plan to bring service quality into compliance including specific actions the Company will take to remedy the situation. If the plan is not acceptable to the Department or OAG, the Department or OAG may file a complaint with the Commission for the purpose of determining whether reasonable additional customer remedies or other actions are warranted. CTC-Minnesota shall not be deemed to be out of substantial compliance if failure to meet a standard is the result of circumstances as set forth in Section B.

E. Customer Remedies

1. Installation

If CTC-Minnesota is unable to provide primary local exchange service (that is, the first access line to the customer providing local dial tone and local usage necessary to receive a call to a customer) within three business days, or on the requested installation date, if later, for Company reasons, CTC-Minnesota shall waive the one-time installation charge for primary line connections, and shall also offer the customer free of charge a telephone number, a directory assistance listing, and the customer's choice of either:

- 1) Free remote call forwarding of that number until service is provisioned; or
- 2) A free voice mailbox to which the customer's calls may be directed until service is provisioned.

The company shall give priority installation commitments to customers who identify critical medical situations. Critical medical situations are identified as infants on monitoring systems, individuals on life support systems, or other life-threatening emergencies. If the delay is due to customer actions or other force majeure conditions, then no remedy will be required.

2. Out of Service

If CTC-Minnesota fails to reinstate basic primary residential service within 48 hours and basic primary business service within 24 hours of the outage or a later date requested by the customer for the repair to be made, for Company reasons, CTC-Minnesota will provide the

customer a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for the first two days (Residential) and one day (Business) that there is a service outage. CTC-Minnesota shall provide the customer \$5 for each day thereafter that the Residential customer is out-of-service and \$10 for each day the Business customer is out-of-service.

The company shall give priority repair commitments to customers who identify critical medical situations. Critical medical situations are identified as infants on monitoring systems, individuals on life support systems, or other life-threatening emergencies. If the missed restoration of service is due to events beyond CTC-Minnesota's reasonable control (e.g. force majeure), then no remedy will be required.

3. Repeat Trouble

For instances of the same trouble for voice service reported on the same access line within 30 days, CTC-Minnesota will credit individual residential customer(s) \$5 for each like-occurrence and business customer(s) \$10 for each like-occurrence.

The company shall give priority repair commitments to customers who identify critical medical situations, such as infants on monitor systems, life support systems, or other life-threatening emergencies.

4. Repair Appointments

If the company misses a repair ticket commitment date for voice service, and the customer is required to be at the premises, CTC-Minnesota will provide a remedy to the customer which will include a credit on the bill of the affected customer in the amount of \$10 for a residential customer or \$20 for a business customer for each trouble report. If the missed commitment is due to events beyond CTC-Minnesota's reasonable control (e.g., the customer's failure to provide CTC-Minnesota with adequate or correct information or failure to arrange for access to the premises, or force majeure events, etc.), then no remedy will be required.

VI. INVESTMENT PLAN

Requirements Under AFOR Statute

Minn. Stat. §237.761. Subd. 8. requires that a proposed AFOR plan include an outline of infrastructure improvement plans. The investment plan must include the following: 1) a description of the planned level of investment in technological or infrastructure improvements; 2) a description of the extent to which the investment plan will make new technology available to

customers or will expand availability of current technology to customers; 3) a description of the planned deployment of broadband capabilities or fiber optic facilities to schools, libraries, technical colleges, hospitals, colleges and universities, and local governments; and 4) a description of planned investment and deployment of higher speed telecommunications services and increased capacity for voice, video, and data transmission, in both the metropolitan and outstate portions of the company's service area.

A. Voice Services

As a baseline, CTC-Minnesota is committed to making the investments necessary to maintain reliable service, consistent with the service quality metrics contained in this plan. Voice service and the various calling features are available across CTC-Minnesota's footprint. There is nothing notable in new voice services or features that CTC-Minnesota is planning to deploy that will require substantial investment.

CTC-Minnesota will continue to deploy a network designed to meet the future needs of its telecommunications customers. CTC-Minnesota has built a network that includes thousands of miles of fiber and copper cable linking homes and businesses. Maintaining, preserving, and rehabilitating this expansive network will remain a significant portion of CTC-Minnesota's annual capital budget for the state of Minnesota. CTC-Minnesota will continue to invest significant resources to maintain network reliability. This includes deploying backup systems that are designed to detect and repair system problems — often before customers ever experience any impacts to their service. These investments increase network redundancy, network diversity, and disaster recovery capabilities. Examples of network improvements associated with network reliability/survivability and disaster recovery include: digital switching systems, self-healing network services, special metallic access systems and SONET technology.

CTC-Minnesota's investment in the deployment of fiber optics throughout the interoffice trunking and feeder networks is an important component not only of a long-term network design but an ongoing necessity for greater efficiency, greater capacity, higher transmission quality and speeds, and better customer service. Copper network enhancements, fiber optics and associated next generation electronics are expected future investments to establish a future network that will meet the needs of customers.

B. Broadband Services

With respect to expanding availability of services, the investment demands of CTC-

Minnesota's network are driven by the provision of broadband. Expansion and enhancement of CTC-Minnesota's network will be undertaken to allow for the provision of faster broadband to a wider area where reasonable customer demand exists. In addition to facility investment that will provide for growth and offer advanced network services, CTC-Minnesota's investment will be directed toward network preservation and rehabilitation initiatives to continue to improve and maintain service quality.

CTC-Minnesota is currently using advanced technologies such as improved types of DSL technology, bonding of copper cable pairs, and Ethernet; and will continue to employ these techniques in the future. Digital Subscriber Line (DSL) and Ethernet-based technologies have allowed CTC-Minnesota to efficiently and quickly deploy high-speed data and voice service to end users over the existing infrastructure of traditional copper telephone lines. Downstream speeds reach up to 24 Mbps, depending in part upon the distance from the central office. Customers include residential consumers, small and large businesses. DSL and Ethernet-based technologies are utilized by businesses, residences, schools, libraries and healthcare providers for Telecommuting, Internet Access, Computer Telephony Integration, Distance Learning, Remote LAN Access, video conferencing, video streaming and E-mail access. CTC-Minnesota will continue to invest and expand the availability of broadband in Minnesota.

Consistent with CTC-Minnesota's deployment of broadband services, CTC-Minnesota will continue its commitment to link schools, libraries, technical colleges, hospitals, colleges and universities, and local governments together with technology. CTC-Minnesota will actively respond to requests from schools, libraries, technical colleges, hospitals, colleges and universities, and local governments in its service area. Additionally, to the extent that these types of institutions are located in areas that qualify for CAF II funding, they will reap the benefit of networks providing broadband speeds of 10 Meg or better.

CTC-Minnesota recognizes the State goal for broadband deployment identified in Minn. Stat. §237.012: "all state residents and businesses have access to high-speed broadband that provides minimum download speeds of ten to 20 megabits per second and minimum upload speeds of five to ten megabits per second." As the State and the Commission endeavor to advance toward this goal, CTC-Minnesota also intends to continue its expansion of broadband service, both into unserved areas and increasing the speed available in its service areas. Just as important, CTC-Minnesota is expanding its transport infrastructure to support greater speed and capacity to meet the demands of retail and wholesale customers. Investment will be directed to

both expand the geographic reach of broadband availability as well as to provide increased speed and capacity.

During 2015, CTC-Minnesota intends to upgrade DSLAMs in the Delano, Ely, Mound, Ranier, and Watertown exchanges. These upgrades will allow for the provision of faster internet speeds, of up to 40Meg.

The FCC is implementing changes in the federal support mechanisms aimed at encouraging broadband deployment. CTC-Minnesota will actively seek to obtain any additional federal funding that may become available for broadband deployment. The Connect America Fund (“CAF”) will provide funding to carriers to support broadband network investment. CTC-Minnesota anticipates that the CAF II will likely provide significant funding amounts for its territory in Minnesota. Acceptance of CAF II funding is conditioned upon specific criteria for both expanded availability to unserved areas and increased speed in many other currently served areas. This will be fulfilled through a combination of CAF II funding and CTC-Minnesota-provided capital. As a result, CTC-Minnesota’s investment plans for the next several years will primarily be driven by these CAF obligations.

The FCC is now developing the offers for Phase II of its CAF mechanism, which includes identifying geographic areas that lack broadband and are eligible for support, modeling the network facilities needed to bring broadband to those areas, and then identifying the level of support available to carriers to build the necessary facilities in those specific areas. At this point, the FCC has not finalized its CAF Phase II funding areas or funding amounts. Thus, it is not certain what localities within CTC-Minnesota’s Minnesota service footprint may qualify for CAF II funding, or how much funding might eventually be provided. CTC-Minnesota anticipates that the FCC’s unfolding CAF II program will provide significant funding amounts for use in deploying broadband service in CTC-Minnesota’s Minnesota service territory. CTC-Minnesota will consider any CAF funding that the FCC does make available for areas within the company’s service footprint, and barring unforeseen circumstances will accept the funding that is offered. Any CAF II funding received will be tied to a specific geographic location, and CTC-Minnesota must invest that money, along with its own capital, in that specific geographic area. Therefore, at this time, CTC-Minnesota cannot identify how much it will be investing or where specifically that investment will occur.

CTC-Minnesota will invest all the funding it accepts and supplement with its own capital

to fulfill the associated expansion and speed upgrade obligations.

CTC-Minnesota invested approximately \$32M during 2012, 2013, and 2014. It is expected that capital investment will exceed these levels in the next three years, reflecting the anticipated CAF II impact.

CAF II funding will be targeted to a census block level to provide broadband service at 10Meg speeds to the households in the census block that do not currently have 10 Meg service. The bulk of the areas that will benefit from this new investment will be in the outstate portions of CTC-Minnesota's service territory. This improved broadband service will allow for video and data transmission.

C. Reporting

Within 30 days of the FCC's CAF II offerings, CTC-Minnesota will report to the Commission its investment plans including the areas eligible for CAF funding, and the CAF II funding amounts that CTC-Minnesota is eligible to receive for those areas. Within 120 days of the FCC's CAF II offerings, CTC-Minnesota will report to the Commission the CAF II funding amounts that CTC-Minnesota accepts, and the amounts of CTC-Minnesota's own investment in addition to any CAF II funding received in Minnesota.

Beginning in 2016, CTC-Minnesota will submit a report to the Commission that describes the investments and its funding, including any investments supported by CAF funding, in technological and infrastructure enhancement, it has made during the previous calendar year. The report will be filed by March 1 of each year.

Citizens Telecommunications Company of Minnesota, LLC.
Appendix A

Schedule 1, Page 1

PRICE-REGULATED SERVICES

Tariff #2

Section 4

Local Service

- Business One Party
- Business Key Line
- Business Trunk
- Payphone
- Residence One Party
- School One Party
- School Key Line
- School Trunk

Extended Area Service

- Business One Party
- Business Key Line
- Business Trunk
- Payphone
- Residence One Party
- School One Party
- School Key Line
- School Trunk

Community Plus Plan

Lifeline

Minnesota Telephone Assistance Plan

Section 5

- Adjacent Exchange Service
- Call Tracing Service
- Coin Telephone Service
- Customer Owned Pay Telephone Service/Coin Line Service
- Direct Inward-Outward Dialing
- Employee Telephone Concession Service
- Foreign Exchange Service
- Frontier Emergency Connect Service
- Joint User Service
- Line Extension Charges
- Mileage Charges
- IntraLATA Operator Services
- Seasonal Service
- Service Performance Guarantee
- Toll Restriction Service
- Vacation Rate Service
- Private Listing Service
- Semi-private Listing Service

Section 6

- Service Charges
- Non Sufficient Fund Charge
- Link Up Program

Section 7

N11 Services

- 211 511 711
- 811 911 E911

Telecommunications Access Minnesota

Section 8

Line Extension Charges

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Citizens Telecommunications Company of Minnesota, LLC
Appendix A

Schedule 1, Page 2

PRICE-REGULATED SERVICES

State Access Tariff (Lakes)

Section 3 Carrier Common Line Charge

Section 6 Switched Access Services

State Access Tariff (South)

Section 3 Ordering Options for Facilities for Intrastate Access

Section 4 Switched Access Services

Section 12 Carrier Common Line Service

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Citizens Telecommunications Company of Minnesota, LLC.
Appendix A

Schedule 2, Page 1

FLEXIBLY PRICED SERVICES

Tariff #3

- Section 2 Call Transfer Service
 Custom Calling Services
 Directory Assistance Service
 Directory Listings
 National Directory Assistance Service
 National Directory Assistance Call Completion
 Enterprise/Zenith Service
 Home Intercom Service
 Selective Class of Call Screening
 Special Billing Number Service
 Special Reverse Charge Toll Service
- Section 3 Automatic Reminder Service
 Billed Number Screening Service
 Business Traffic Study Service
 Citizens CyberDS1 (CCD) Service
 Citizens Digital Channel Service (CDCS)
 Community Calling Service
 Concurrences -Wide Area Telecommunications Service
 Customer-Provided Equipment
 Customized Number Service
 Direct Inward Dialing Service To Customer-Premises Located
 Switching Systems - Non-Digital & Digital Switching Systems
 Direct Inward-Outward Dialing Service
 Emergency Conference Service
 Fixed Call Service
 FRONTIER T-ADVANTAGEsm Digital Service
 Hearing or Speech Impairment Equipment
 Integrated Services Digital Network (ISDN)- Primary Rate Interface (PRI)
 Integrated Services Digital Network (ISDN)- Single Line Services
 Number Referral
 Optional Toll Calling Plan
 Private Line Service
 Services for Enhanced Service Providers
 Special Terminal Equipment Funding
 Warm Line Service
 Watchnet Service
 900/976 Blocking Service
- Section 4 Citizens Select / Select Plus Citizens Business Bundle
 Frontier Choicessm Tier Bundles FrontierWorkssm Small Business Solutions
 FrontierWorkssm Business Connections
 Frontier Small Business Advantagesm

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Citizens Telecommunications Company of Minnesota, LLC.
Appendix A

Schedule 2, Page 2

Frontier Digital Phone Service
Frontier Business Unlimited Service
Frontier Digital Phone Bronze - Grandfathered
Stay Connected Seasonal Offering
Frontier Business Essentials
Frontier Digital Phone Plus Service
Frontier Business Metro
Frontier Digital Phone 100
Frontier Digital Phone Essentials 1
Frontier Digital Phone Nationwide Unlimited with Essentials 1-2010
Frontier Digital Phone Nationwide Unlimited with Essentials 4-2010
Frontier Digital Phone Nationwide Unlimited Plus with Essentials 1-2010
Frontier Digital Phone Nationwide Unlimited Plus with Essentials 4-2010
Frontier Business Nationwide Unlimited Service I
Frontier Business Nationwide Unlimited Service II
Frontier Business Local Unlimited I
Frontier Business Local Unlimited II
ISDN - Primary Rate Interface (ISDN-PRI) Bundle
Frontier Digital Phone Essentials
Frontier Digital Phone Unlimited
Frontier Digital Phone Unlimited Plus
Frontier Simply Unlimited Service

Section 5 Promotions

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Citizens Telecommunications Company of Minnesota, LLC.
Appendix A

Schedule 2, Page 3

FLEXIBLY PRICED SERVICES

State Access Tariff (Lakes)

- Section 7 Special Access Services
- Analog Services
 - Voice Grade Service
 - Video Service
 - Digital Services
 - Digital Data Access Service
 - Narrowband Service
 - Program Audio Service
 - Wideband Analog Service
 - Wideband Digital Service
 - High Capacity Service
- Section 8 Additional Engineering
Additional Labor
Additional Testing
Balloting and Allocation Process for Equal Access
Protective Connecting Arrangements
Restoration Priority
Standard Jacks – Registration Program
Billing Name and Address Services
- Section 10 Special Federal Government Access Services
- Section 11 Special Facilities Routing of Access Services
- Section 12 Specialized Service or Arrangements

State Access Tariff (South)

- Section 5 Special Access Services
- Section 6 Additional Labor
Telecommunications Service Priority System
Balloting and Allocation Process for Equal Access
Additional Testing
Provision to FIA Billing Information
End User List
Billing Name and Address Services
- Section 7 Specialized Facilities for Intrastate Access or Arrangements
- Section 9 Special Facilities Routing of Facilities for Intrastate Access
- Section 10 Special Construction
- Section 11 Special Federal Government Facilities for Intrastate Access

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Citizens Telecommunications Company of Minnesota, LLC.
Appendix A

Schedule 3, Page 1

NON-PRICE-REGULATED SERVICES

Tariff #4

Section 1	Citizens Digital Centrex Service Maintenance of Service Charges
N/A	Yellow Page Directory Advertising
N/A	White Page Directory Advertising

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Revised Tariff Language

TARIFF NO. 2
PRICE-REGULATED SERVICES

**CITIZENS TELECOMMUNICATIONS
COMPANY OF MINNESOTA, LLC.**

Section 8
Original Sheet 1

LINE EXTENSION CHARGE

8.1 Line Extension Charge

8.1.1 Applicability

A. This section applies to requests for residential local exchange service in locations within the company's Minnesota service area where company facilities currently do not exist, such that a line extension is required. The company will determine the location and type of plant facilities required to provide the service unless other arrangements have been agreed upon.

8.1.2 Construction Allowance

A. Upon receipt of a customer request for residential local service that requires a line extension, the company will calculate a Construction Allowance (CA) equal to the revenue that the line extension may reasonably be expected to generate (taking into account demand, expected per household revenue and average time a residential household retains service at a location). The CA will be applied to offset the total line extension costs in determining the charges for which the applicant is responsible.

B. The CA will be based on the following factors:

1. Average company residential monthly per-household billing amount (AFB), calculated on a statewide basis, including the subscriber line charge and all regulated and unregulated company services and features billed by the company or billed on behalf of the company. The AFB does not include taxes or other fees that are not retained by the company, such as TAP/TAM/911 charges.
2. The number of households that the line extension is estimated to serve. (H)
3. Average residential service location life in months, calculated on a statewide basis. (LL)

The CA will be calculated as follows: $AFB \times H \times LL = CA$. The CA is capped at the total incremental cost.

ISSUED:

EFFECTIVE:

BY:

TARIFF NO. 1
PRICE-REGULATED SERVICES

**CITIZENS TELECOMMUNICATIONS
COMPANY OF MINNESOTA, LLC.**

Section 8
Original Sheet 2

LINE EXTENSION CHARGE

8.1 Line Extension Charge

8.1.3 Line Extension Charges

- A. Line extension charges may be assessed for the incremental costs¹ of a line extension that exceed the Construction Allowance (CA).
- B. Incremental Line extension costs include placement of facilities, engineering costs, l a b o r a n d material costs, and costs of securing right-of-way. Facilities include the distribution cable and feeder cable.
- C. A service drop wire measuring not more than 250 feet will be provided without construction charge to each customer that will be served by the line extension. To the extent that a requested service drop exceeds 250 feet, facilities charges may apply, and will be the responsibility of the applicant requesting the service
- D. The company will provide each applicant with a preliminary sketch, a detailed estimate of the total incremental construction costs associated with the requested line extension, and a line extension charge estimate that details the incremental costs above the construction allowance (CA) for which the applicant is responsible.
- E. The company may require all customers receiving the benefit of the CA to agree to retain the company's service for a three year term. If a customer discontinues service prior to the three year period, the customer will be responsible for reimbursing the company for a portion of the unrecovered CA. The payable amount will be calculated by multiplying the AFB by the number of months remaining in the term.

¹ Incremental costs are defined as those additional costs that will be incurred if the line extension is made.

ISSUED:

EFFECTIVE:

TARIFF NO. 1
PRICE-REGULATED SERVICES

**CITIZENS TELECOMMUNICATIONS
COMPANY OF MINNESOTA, LLC.**

Section 8
Original Sheet 3

LINE EXTENSION CHARGE

8.1 Line Extension Charge

8.1.3 Line Extension Charges (cont'd)

- F. The Line Extension Charge payment is due prior to the commencement of construction. Alternatively, if agreed to by both the company and the customer, alternative payment arrangements may be established. To the extent that, prior to the completion of the line extension, or within twelve months after completion, customers in addition to those included in the original design make application for service which can be accommodated with no additional construction cost in distribution or feeder cable, the Line Extension Charge will be divided among all customers served by the line extension, and Line Extension Charge payments already made will be trued up through refunds or revised payment arrangements when appropriate.

ISSUED:

EFFECTIVE:

BY:

**TARIFF NO. 2
PRICE-REGULATED SERVICES**

**CITIZENS TELECOMMUNICATIONS COMPANY
OF MINNESOTA**

**SECTION 5
Original Sheet 33**

GENERAL REGULATIONS

PRIVATE AND SEMI-PRIVATE SERVICE

A. PROVISION OF SERVICES

1. A Customer may request that the telephone number of his service not be published in the Company's directories. The Company may require such a request to be in writing. Upon implementation of the Customer's request, the Company will exercise reasonable care in taking the following precautions:
 - a. Not to publish the nonpublished number in any of its publicly distributed directories.
 - b. Except when required by law, not to disclose the nonpublished number, regardless of any claim of emergency, to any person other than: to representatives of a law enforcement or 911 emergency agency, to its own employees for use in connection with service records, to persons involved in the Company's billing and collection activities, to telecommunications common carriers for use in making their telecommunications services available to Customer, or to other telephone customers billed for calls placed from the nonpublished number.
2. In the event that the nonpublished number is published or disclosed other than as permitted under these Tariff provisions, the liability of the Company to Customer for such publication or disclosure shall be limited to and satisfied by refund of all amounts collected and cancellation of any charges which the Company may have made for nonpublished number service for the preceding 12 monthly billing periods plus waiver of the service charge for a change of telephone number. This provision does not limit the Company's liability for willful misconduct. The Customer releases, indemnifies and holds the Company harmless from any loss, claim, demand, suit, or liability of any person arising directly or indirectly from compliance with these Tariff provisions, the publication of such nonpublished number, or the disclosure of said number to any person.
3. Semi-Private Service will not be furnished in connection with certain automatic announcement, automatic answering and recording, or recorder coupler services as outlined in this tariff.
4. Semi-Private Service is not available to a Customer living in a hotel, apartment house, boarding house, hospital, retirement home, club or like complex which is listed under the number of the PBX or PABX.
5. Semi-Private Service is a telephone number which is not listed in the telephone directory. However, the number is listed in the directory assistance records and is given out upon request.

**TARIFF NO. 2
PRICE-REGULATED SERVICES**

**CITIZENS TELECOMMUNICATIONS COMPANY
OF MINNESOTA**

**SECTION 5
Original Sheet 34**

GENERAL REGULATIONS

PRIVATE AND SEMI-PRIVATE SERVICE

B. APPLICATIONS OF RATES

Rates for Private and Semi-Private Service do not apply to the following:

1. Special Reverse Charge Toll Service.
2. Foreign Exchange Service where the Customer is also furnished other exchange service and such service is listed in the directory.
3. Additional service furnished to the same Customer who has service listed in the telephone directory at the same address.
4. Temporary service furnished for short periods, such as for elections, special events (e.g. fairs, exhibits, parades, etc.), construction sites and other like situations.
5. Inward Wide Area Telecommunications Service.
6. Service to apartment house security systems.
7. Service to data terminals, or assemblies with no voice use.

C. RATES AND CHARGES

	<u>Monthly Rate</u>
Private Service, each.	
Residential	\$3.00
Business	\$3.00
Semiprivate Service, each.	
Residential	\$3.00
Business	\$3.00



June 15, 2015

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

Re: In the Matter of a Petition by Frontier Communications of Minnesota, Inc.
for Approval of its Revised Alternative Regulation (AFOR) Plan
MPUC Docket No. P405/AR-14-735

Dear Mr. Wolf:

On February 23, 2015, the Commission issued its “*Order Approving Alternative Regulation Plan as Modified*” in the above-referenced docket for Frontier Communications of Minnesota, Inc. (“Frontier”). Frontier did accept the modifications identified in the Order, and on March 3, 2015 submitted a revised AFOR Plan reflecting the modifications. Subsequently, it has come to Frontier’s attention that the March 3 document omitted one of the modifications identified by the Commission. This omission was inadvertent, and the attached document incorporates that modification in Section IV, B, 1, a.

If you have any questions, please contact me at (952) 491-5534, or scott.bohler@ftr.com.

Sincerely,

/s/ Scott Bohler

Scott Bohler
Manager, Government and External Affairs

STATE OF MINNESOTA
BEFORE THE PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
David C. Boyd	Commissioner
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
Betsy Wergin	Commissioner

FRONTIER COMMUNICATIONS OF MINNESOTA, INC.

**ALTERNATIVE FORM OF RETAIL REGULATION
PLAN FOR THE STATE OF MINNESOTA**

AFOR Plan Effective Date:

March 1, 2015

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I. PREFACE

Frontier Communications of Minnesota, Inc. (“Frontier”) shall be subject to an alternative regulation plan in Minnesota as set forth in this AFOR Plan (“Plan” or “AFOR Plan”) on the AFOR Plan Effective Date. The elements of the Plan are set forth in detail in the following sections.

The Plan is intended to allow consumers to enjoy the benefits of the competitive marketplace at affordable and equitable rates and with a quality of service consistent with Commission rules; to facilitate telecommunications alternatives; and to provide a regulatory environment with greater pricing flexibility and more consistent with the competitive telecommunications market in which Frontier operates.

II. DEFINITIONS

- A. **Commission.** Commission means the Minnesota Public Utilities Commission.
- B. **Department.** Department means the Minnesota Department of Commerce.
- C. **Flexibly-Priced Services.** Flexibly-priced services include retail services offered by Frontier that have not been classified as either price-regulated or non-price regulated. Specific services that are classified as flexibly-priced under this Revised Retail Plan are listed in Appendix A, Schedule 2.
- D. **New Service(s).** New services are those functions, features, or capabilities that are not offered by Frontier in Minnesota on the Plan Effective Date.
- E. **Non-Price-Regulated Services.** Non-price-regulated services are those retail services for which alternatives are competitively available. Specific services that are classified as non-price-regulated under this Plan are listed at Appendix A, Schedule 3.
- F. **Price-Regulated Services.** Price-regulated services are those retail services that are listed in Appendix A, Schedule 1 and as specified in Minnesota Statutes section 237.761.
- G. **Tariff or Price List.** Tariff means the schedule filed with the Commission that describes the rates, terms, and conditions of price-regulated services provided by Frontier. Price List means the schedule filed with the Commission that describes the rates, terms, and conditions of flexibly-priced or non-price-regulated services provided by Frontier.
- H. **Total Service Long Run Incremental Cost or “TSLRIC.”** As used herein, Total Service Long Run Incremental Cost shall have the same meaning defined in Minn. Stat. 237.772,

subd. 1(a).

III. PRICE AND SERVICE QUALITY REGULATION

A. Alternative Regulation.

Frontier's retail services are not subject to rate of return regulation or earnings investigations pursuant to sections 237.075 or 237.081 of Minnesota Statutes during the term of the Plan. Similarly, except as otherwise specified in the Plan, Frontier is not subject to the provisions of sections 237.57 or 237.59 of Minnesota Statutes during the term of the Plan. Except as provided herein, the Commission retains its authority under section 237.081 to investigate matters other than rate of return and earnings and to issue appropriate orders, and the Department retains its authority under sections 216A.07 and 237.15 to investigate matters other than the rate of return and earnings of the Company. Nothing in this section limits the Commission's jurisdiction or authority over Frontier's wholesale services.

B. Effective Date.

This Plan is effective at 12:00 midnight on March 1, 2015 (the "Plan Effective Date").

C. Duration and Renewal.

The Plan shall be adopted pursuant to the requirements of Minn. Stat. § 237.766, subd. 2, and will continue for a period of three (3) years (36 consecutive months) from the Plan Effective Date.

Pursuant to Minn. Stat. 237.766, subd 1, within six months prior to the termination of the Plan, Frontier shall file with the Commission notice that it proposes a new plan, extend the existing plan, or revert to rate of return regulation.

IV. CLASSIFICATION, RATES AND PRICES FOR RETAIL SERVICES

A. General Provisions.

1. Initial Classification.

a. Specific telephone services that are subject to regulatory oversight are described in the Plan and listed in Appendix A, Schedules 1 and 2. Existing services that are not specifically identified in Appendix A, Schedules 1, 2, or 3, will be classified as price regulated if in Tariff #1, as flexibly priced if in Tariff #2, and as non-price-regulated if in Tariff #3.

b. All services offered by Frontier which are not telephone services and/or are not subject to regulation by the Commission are not subject to regulation under this Plan.

Such services include, but are not limited to, radio common carrier services, customer premise equipment, billing and collection services, inside wiring, and services tariffed in the Federal jurisdiction. Nothing in this Plan adds to or reduces in any way the authority of the Minnesota Public Utilities Commission, the Department of Commerce or the Office of the Attorney General.

2. The Introduction of New Services.

a. Filing.

As provided in Minn. Stat. § 237.761, subd. 7, at the time Frontier first offers a service, Frontier shall file a tariff or price list with the Commission, along with the proposed classification for the service and a written explanation of why the service classification is consistent with Minn. Stat. § 237.761. New services may be offered to customers one (1) day after filing.

b. Classification.

Any interested person may object to Frontier's proposed classification or the Commission may act on its own motion within thirty (30) days from the date of filing. Frontier shall have twenty (20) days to respond to any objections. After such further proceedings as may be appropriate the Commission shall make a final determination as to the appropriate classification within ninety (90) days from the date of the filing of the new service.

3. Tariffs and Price Lists.

Within 90 days of Commission approval of this Plan, Frontier shall update its tariffs and price lists consistent with the terms of this Plan.

B. Price-Regulated Services.

1. Permitted Changes and Procedures for Changes for Price-Regulated Services.

The "Regulated Price" of a service is the price of the service on the effective date of this Plan. Frontier may, on its own initiative, reduce the rate for a price-regulated service below the Regulated Price and may subsequently increase those prices of price-regulated services that had been reduced at Frontier's initiation up to the Regulated Price without Commission approval. The rates or prices may not be reduced below the Total Service Long Run Incremental Cost of providing service. Frontier may file for a rate change for price-regulated services under the following procedures. In the event Frontier proposes a price increase above the Regulated Price of

a Price-Regulated Service, the proposal shall be supported by affirmative evidence.

a. Price Caps for Certain Price-Regulated Services.

Frontier shall not increase the price of one-party basic local residential service (R1) or the installation or service restoration charges associated with one-party basic local residential service (R1) for the first year of this Plan. Frontier shall not increase the price of one-party basic business service (B1) for the first year of this Plan. After the first year of the Plan Frontier may increase the monthly rate for one-party basic local residential service (R1) and one-party basic business service (B1) up to a total of \$2 over the remaining term of the Plan and Frontier may increase the installation and service restoration charges associated with these services up to \$2 over the remaining term of the Plan. If Frontier implements the optional increase in years two and three of the Plan, Frontier will not increase the outstate prices for one-party basic local residential service by more than it increases the metro price of one party basic local residential service. Frontier will implement a rate increase to R1 rates in years two and three of the plan only to the extent that the total rate (R1 rate plus the rate increase plus any applicable EAS additive) does not exceed the FCC-established rate floor in effect at that time.

b. Rate Changes for Price-Regulated Services.

Changes in tariffs for price-regulated services shall become effective under the following timelines: a) language changes and promotions, one day after filing the tariff; b) rate reductions, one day after filing the tariff, c) significant changes in the condition of service, 20 days after filing the tariff; and d) proposals to increase prices, 30 days after filing the tariff and providing notice to customers.

c. Procedures for Objection to Price Increases for Price-Regulated Services.

Any interested person may file an objection with the Commission, or the Commission on its own motion may act, within 30 days of the notice. In its objection, the interested person or the Commission shall specify the manner in which Frontier's proposal violates state law or Commission rules or is otherwise not in the public interest. The Commission may suspend a rate change for good cause pending a PUC determination. If, after receipt of a valid objection or upon its own motion, the Commission makes specific findings based on substantial evidence demonstrating that Frontier's proposal violates state law or Commission rules or is otherwise not in the public interest, it may disapprove the requested increase or approve a lesser increase. Frontier shall be permitted to institute rate changes as provided in Minnesota Statute section 237.762, subd. 5.

2. Discontinuance of Price-Regulated Service.

a. Frontier reserves the right, pursuant to Minn. Stat. § 237.767, to seek approval from the Commission to discontinue the provision of a service that has been classified as a price-regulated service in accordance with the procedures set forth below.

b. At least 30 days prior to the proposed date of discontinuance, Frontier shall file with the Commission a petition to discontinue a price-regulated service. At the same time, Frontier shall provide notice of such filing to the affected customers of its intent to discontinue the service. Parties shall have ten days from the date of the filing to file initial comments on the petition. Reply comments may be filed five days after the initial comments. If no comments are filed, the proposed changes shall go into effect on the date specified by the Company. If comments are filed, or issues raised by the Commission, the Commission shall hold such hearings as it deems appropriate and issue its final order within 120 days of the filing of the petition by Frontier.

3. Reclassification of Price Regulated Services to Flexibly-Priced Services.

Except for the services listed in Minn. Stat. § 237.761, subd. 3, when the Company presents documentation that any one of the following conditions is present, the Commission shall reclassify the price-regulated service as “flexibly-priced.”

(1) That the service is not essential for providing local telephone service or access to the local telephone network; or

(2) That the service is not integrally related to privacy, health or safety of the Company’s customers; or

(3) That a reasonable alternative exists within the relevant market or geographic area on reasonably comparable terms and conditions.

C. Flexibly-Priced Services.

1. Permitted Price Changes and Procedures for Flexibly-Priced Services.

Specific services or categories of services that are classified as flexibly-priced services under this Plan are listed in Appendix A, schedule 2.

2. The following section sets forth the procedures for adjusting the price lists for flexibly priced services during the term of the Plan.

a. Price Decreases.

Frontier may file for price decreases at any time. Decreases will be effective on the day after the filing, unless a later time period is designated by Frontier. If Frontier has decreased a price, Frontier may subsequently increase that price back to the price level existing at the Plan Effective Date, notwithstanding the provisions of IV.C.1.c.

b. Price Increases.

Frontier may file for rate increases at any time. Frontier may implement price increases for flexibly priced services 20 days after filing with the Commission and the provision of notice to affected customers.

c. Procedures for Objection to Price Increases to Flexibly-Priced Services.

In the event Frontier proposes a price increase to a flexibly-priced service, any interested person may file an objection with the Commission or the Commission on its own motion may act within 20 days of the notice. In its objection, the interested person or the Commission shall include the manner in which Frontier's proposal violates state law or Commission rules or otherwise is not in the public interest. If, after receipt of a valid objection, the Commission within 120 days of the date of notice makes specific findings based on substantial evidence demonstrating that Frontier's proposal violates state law, or Commission rules or is otherwise not in the public interest, it may disapprove the requested increase or approve a lesser increase.

d . Other Changes to the Price List.

All other changes to the price list shall be effective after filing, on the date designated by Frontier.

3. Reclassification of Flexibly-Priced Services to Non-Price Regulated Services.

The Commission shall reclassify a flexibly-priced service as a non-price regulated service pursuant to Minn. Stat. §237.761, subd. 5.

4. Discontinuance of a Flexibly-Priced Service.

a. Frontier reserves the right, pursuant to Minn. Stat. § 237.767, to seek approval from the Commission to discontinue the provision of a service that has been classified as flexibly-priced in accordance with the procedures set forth below.

b. At least 30 days prior to the proposed date of discontinuance of flexibly- priced services, Frontier shall file with the Commission a petition to discontinue a flexibly-priced service. At the same time, Frontier shall provide notice of such filing to the affected customers of its intent to discontinue the service. Parties shall have ten days from the date of the filing to file initial comments on the petition. Reply comments may be filed five days after the initial comments. If no comments are filed, the proposed changes shall go into effect on the date specified by the Company. If comments are filed, or issues raised by the Commission, the Commission shall hold such hearings as it deems appropriate and issue its final order within 120 days of the filing of the petition by Frontier.

D. Non-Price Regulated Services.

1. Permitted Price Changes and Procedures for Price Changes for Non- Price-Regulated Services.

a. Frontier may change its prices for non-price-regulated services pursuant to the procedure set forth below. Prices for these services may be increased or may be reduced.

b. Frontier may implement price changes and other miscellaneous changes for non-price-regulated services immediately upon notice to the Commission by filing a revised price list reflecting the change and the effective date of the change. Prices for these services are not subject to approval by the Commission except as expressly permitted by Minn. Stat. § 237.770 and § 237.771. Affected customers will be provided notice at least 20 days in advance of the change.

2. Discontinuance of a Non-Price-Regulated Service.

Commission approval to discontinue a non-price-regulated service is not required. Frontier will give its customers and the Commission 30 days notice prior to discontinuing a non-price-regulated service.

E. Customer Incentives.

Frontier may offer incentives to customers to purchase or continue to purchase services from Frontier including a waiver of non-recurring charges and a waiver of monthly rate(s) on selected services as determined by the Company.

If required by federal law, a customer incentive provided pursuant to this section will be made available for resale by qualified carriers reselling the Company's service.

F. Special Pricing Issues.

Frontier may offer special pricing arrangements on the same regulatory terms and conditions that apply to competitive local exchange carriers as set forth in Minnesota Rule 7812.2210, subpart 5, section (A) and (B), and other applicable law. The customer contracts for services priced with special pricing arrangements are not required to be routinely filed, but shall be provided to the Commission, the Department or the OAG upon request. Each service offering with special pricing arrangements must be identified in the tariff and contain the rules and conditions for which special pricing may be offered. To the extent prohibited by federal or state law or the Commission, Frontier shall not give preference or discriminate in providing services, products, or facilities to an affiliate or to its own or an affiliate's retail department that sells to consumers.

G. Cost Recovery.

To the extent that a lawful order or mandate of a governmental authority requires investments that impose network, facility relocation or infrastructure-related costs on Frontier, Frontier has the right to recover those costs from its customers. Frontier shall propose rate changes pursuant to this Plan to recover those costs. If the Commission disapproves Frontier's proposed rates, it must approve an alternative that allows for full recovery of the imposed cost. The Commission may not impose a cost recovery mechanism with which Frontier does not concur.

H. Exogenous Costs.

If the Commission, Legislature or other government entities with appropriate jurisdiction impose new costs on Frontier or changes in Frontier's revenues (collectively referred to as "Exogenous Changes") incurred after the effective date of the Plan and during the effective period of this AFOR, Frontier may petition to recover Exogenous Changes, including but not limited to changes in the intrastate financial impact of: changes in EAS routes and/or compensation, including changes in intercarrier compensation; comprehensive local service rate restructuring; rate deaveraging; changes in state or federal universal service or funding payments; changes in local, state or federal taxes; changes in the Commission's application of jurisdictional separations, the Uniform System of Accounts or other mandatory Financial

Accounting Standards Board accounting standards; assessments related to the use of telephone numbers, including mandated number conservation efforts; financial impacts of government mandates to construct specific telecommunications infrastructure or develop systems beyond that contemplated by this Plan, and for which Frontier would not otherwise be compensated through some other manner under the plan.

The Commission may, upon petition, grant recovery of any Exogenous Change through the associated rate including price-regulated rates. Nothing in the Plan alters legal rights Frontier may have related to revenue neutrality set forth by law. Frontier shall have the right to recover federally authorized rates or charges during the term of this Plan. All changes related to local service provider long-term number portability (LNP) are treated in this Plan as federally authorized rates or charges.

Any costs to Frontier resulting from any legislatively authorized local taxes, franchise fees, or special surcharges imposed by local or regional governmental units on the services provided by Frontier under the plan may be recovered through a separate line item on Frontier's bill and recovered only from customers living within the jurisdiction that imposed the surcharge and who subscribe to the service upon which the surcharge is imposed.

Prior to imposing a surcharge on customer bills, Frontier shall file a tariff with the Commission identifying the surcharge amount to be added on the customer bill. The filing shall provide any necessary supporting calculations for determining the surcharge amount and the basis upon which the underlying costs qualify as Exogenous Costs under the Plan. The tariff will become effective 60 days after filing and after notice to the local or regional government unit, unless the Commission receives an objection within the 60 day period to treating the costs as Exogenous Costs under the Plan. If the Commission receives any such objection, it shall determine whether or not the costs qualify as Exogenous Costs within 120 days of the original tariff filing. Frontier shall have the burden to demonstrate that the costs qualify as Exogenous Costs and qualify for recovery under this Plan.

Frontier may petition the Commission for recovery of any Exogenous Change at any time. Frontier shall be allowed to implement approved increases to its Regulated Prices to recover the financial impacts of Exogenous Changes.

I. Changes Related to Access Charge Reductions.

In the event the Minnesota Public Utilities Commission or Federal Communications Commission mandates a reduction in the access charges Frontier may petition the Commission with a proposal to offset the revenue losses.

Nothing in this AFOR plan precludes Frontier from implementing any federally mandated or authorized changes related to access charges.

V. Service Quality

A. Standards and Customer Remedies

Frontier will be governed by the Commission's service quality standards appearing in Chapter 7810 of the Commission's Rules, except as specifically modified in this Plan. If the Commission modifies those service quality standard rules during the term of the Plan, Frontier and the Department will jointly revise this Plan to reflect the modified service quality rules. In addition, the specific individual customer remedies will apply.

B. Applies to Normal Operating Conditions

The service quality standards and customer remedies apply only to normal operating conditions and do not establish a level of performance to be achieved where circumstances are beyond Frontier's control. Frontier is exempted from the otherwise applicable individual customer remedies if it is prevented from meeting a quality of service standard because of conditions caused by persons, things, or events outside the reasonable control of Frontier, that Frontier could not have reasonably anticipated and prevented, or circumstances that endanger the safety of Frontier employees or members of the public, including: (1) delays of a local government unit in granting approval for obtaining easements, permits or access to rights-of-way; where Frontier has made a timely application for any permits; (2) the customer, including but not limited to, no access to customer's premises, delays caused by the customer's construction project or lack of facilities or the customer choosing a later appointment than offered; (3) delays caused by a vendor in the delivery of equipment where Frontier has made a timely order or request; (4) other delays outside the control of Frontier, including, but not limited to, acts of God, explosions or fires, floods, frozen ground, tornadoes, severe weather, epidemics, injunction, war, acts of terrorism, strikes or work stoppages, or negligent or willful misconduct by customers or third parties including outages originating from the introduction of a computer virus onto the provider's network. Events caused by Frontier employees or contractors are not outside Frontier's control for the purpose of the Plan.

C. Standards

Frontier will monitor and report annually on five service quality standards.

i) Time intervals for installation of service.

The objective will be to install primary service within three business days, or on the requested installation date, if later.

ii) Time intervals for restoration or repair of service

Pursuant to Rule 7810.5800, the objective will be to clear 95% of all out-of-service troubles within 24 hours of the time such troubles are reported, or by appointment date, if later.

iii) Trouble rates

Pursuant to Rule 7810.5900, the objective will be to 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.

iv) Held orders

Frontier shall not exceed a daily average of more than 4 held orders for primary line service. A held order is defined as a primary line service not provided: a) in 30 days when the customer requested service within 30 days; or b) on the date requested when requested for more than 30 days in the future. Results shall be determined by a 12-month annual statewide average of the performance for the measure.

v) Answer time

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. Results shall be determined by a 12-month annual statewide average of the performance for the measure for combined customer, business and repair calls.

Frontier shall report annually on its performance in meeting the quality of the five service standards for the previous year to the Commission and the Department. The filing will include monthly results on an exchange basis for the Time intervals for installation of service, Time intervals for restoration or repair of service, and Trouble rates measures. For other measures, monthly results will be provided on a state-wide basis.

D. Substantial Compliance

Substantial compliance with retail service quality standards is satisfied if Frontier meets 4 out of 5 of its individual service quality standards each year. For purposes of determining substantial compliance, compliance with the individual service quality standards will be measured on an annual statewide basis. Frontier will not be in substantial compliance with the

service quality standards if it fails to meet the same individual service quality standards for two consecutive years. Failure to substantially comply with the service quality standards for two consecutive years will require Frontier to meet and confer with the Department and OAG to negotiate a voluntary resolution to the matters. If successful resolution of the matter cannot be negotiated, Frontier will present the Department and OAG with a plan to bring service quality into compliance including specific actions the Company will take to remedy the situation. If the plan is not acceptable to the Department or OAG, the Department or OAG may file a complaint with the Commission for the purpose of determining whether reasonable additional customer remedies or other actions are warranted. Frontier shall not be deemed to be out of substantial compliance if failure to meet a standard is the result of circumstances as set forth in Section B.

E. Customer Remedies

1. Installation

If Frontier is unable to provide primary local exchange service (that is, the first access line to the customer providing local dial tone and local usage necessary to receive a call to a customer) within three business days, or on the requested installation date, if later, for Company reasons, Frontier shall waive the one-time installation charge for primary line connections, and shall also offer the customer free of charge a telephone number, a directory assistance listing, and the customer's choice of either:

- 1) Free remote call forwarding of that number until service is provisioned; or
- 2) A free voice mailbox to which the customer's calls may be directed until service is provisioned.

The company shall give priority installation commitments to customers who identify critical medical situations. Critical medical situations are identified as infants on monitoring systems, individuals on life support systems, or other life-threatening emergencies. If the delay is due to customer actions or other force majeure conditions, then no remedy will be required.

2. Out of Service

If Frontier fails to reinstate basic primary residential service within 48 hours and basic primary business service within 24 hours of the outage or a later date requested by the customer for the repair to be made, for Company reasons, Frontier will provide the customer a pro rata adjustment (i.e., 1/30th) of the monthly recurring charge for the first two days (Residential) and one day (Business) that there is a service outage. Frontier shall provide the customer \$5 for each day thereafter that the Residential customer is out-of-service and \$10 for each day the Business customer is out-of-service.

The company shall give priority repair commitments to customers who identify critical medical situations. Critical medical situations are identified as infants on monitoring systems, individuals on life support systems, or other life-threatening emergencies. If the missed restoration of service is due to events beyond Frontier's reasonable control (e.g. force majeure), then no remedy will be required.

3. Repeat Trouble

For instances of the same trouble for voice service reported on the same access line within 30 days, Frontier will credit individual residential customer(s) \$5 for each like-occurrence and business customer(s) \$10 for each like-occurrence.

The company shall give priority repair commitments to customers who identify critical medical situations, such as infants on monitor systems, life support systems, or other life-threatening emergencies.

4. Repair Appointments

If the company misses a repair ticket commitment date for voice service, and the customer is required to be at the premises, Frontier will provide a remedy to the customer which will include a credit on the bill of the affected customer in the amount of \$10 for a residential customer or \$20 for a business customer for each trouble report. If the missed commitment is due to events beyond Frontier's reasonable control (e.g., the customer's failure to provide Frontier with adequate or correct information or failure to arrange for access to the premises, or force majeure events, etc.), then no remedy will be required.

VI. INVESTMENT PLAN

Requirements Under AFOR Statute

Minn. Stat. §237.761. Subd. 8. requires that a proposed AFOR plan include an outline of infrastructure improvement plans. The investment plan must include the following: 1) a description of the planned level of investment in technological or infrastructure improvements; 2) a description of the extent to which the investment plan will make new technology available to customers or will expand availability of current technology to customers; 3) a description of the planned deployment of broadband capabilities or fiber optic facilities to schools, libraries, technical colleges, hospitals, colleges and universities, and local governments; and 4) a description of planned investment and deployment of higher speed telecommunications services and increased

capacity for voice, video, and data transmission, in both the metropolitan and outstate portions of the company's service area.

A. Voice Services

As a baseline, Frontier is committed to making the investments necessary to maintain reliable service, consistent with the service quality metrics contained in this plan. Voice service and the various calling features are available across Frontier's footprint. There is nothing notable in new voice services or features that Frontier is planning to deploy that will require substantial investment.

Frontier will continue to deploy a network designed to meet the future needs of its telecommunications customers. Frontier has built a network that includes thousands of miles of fiber and copper cable linking homes and businesses. Maintaining, preserving, and rehabilitating this expansive network will remain a significant portion of Frontier's annual capital budget for the state of Minnesota. Frontier will continue to invest significant resources to maintain network reliability. This includes deploying backup systems that are designed to detect and repair system problems — often before customers ever experience any impacts to their service. These investments increase network redundancy, network diversity, and disaster recovery capabilities. Examples of network improvements associated with network reliability/survivability and disaster recovery include: digital switching systems, self-healing network services, special metallic access systems and SONET technology.

Frontier's investment in the deployment of fiber optics throughout the interoffice trunking and feeder networks is an important component not only of a long-term network design but an ongoing necessity for greater efficiency, greater capacity, higher transmission quality and speeds, and better customer service. Copper network enhancements, fiber optics and associated next generation electronics are expected future investments to establish a future network that will meet the needs of customers.

B. Broadband Services

With respect to expanding availability of services, the investment demands of Frontier's network are driven by the provision of broadband. Expansion and enhancement of Frontier's network will be undertaken to allow for the provision of faster broadband to a wider area where reasonable customer demand exists. In addition to facility investment that will provide for growth and offer advanced network services, Frontier's investment will be directed toward

network preservation and rehabilitation initiatives to continue to improve and maintain service quality.

Frontier is currently using advanced technologies such as improved types of DSL technology, bonding of copper cable pairs, and Ethernet; and will continue to employ these techniques in the future. Digital Subscriber Line (DSL) and Ethernet-based technologies have allowed Frontier to efficiently and quickly deploy high-speed data and voice service to end users over the existing infrastructure of traditional copper telephone lines. Downstream speeds reach up to 24 Mbps, depending in part upon the distance from the central office. Customers include residential consumers, small and large businesses. DSL and Ethernet-based technologies are utilized by businesses, residences, schools, libraries and healthcare providers for Telecommuting, Internet Access, Computer Telephony Integration, Distance Learning, Remote LAN Access, video conferencing, video streaming and E-mail access. Frontier will continue to invest and expand the availability of broadband in Minnesota.

Consistent with Frontier's deployment of broadband services, Frontier will continue its commitment to link schools, libraries, technical colleges, hospitals, colleges and universities, and local governments together with technology. Frontier will actively respond to requests from schools, libraries, technical colleges, hospitals, colleges and universities, and local governments in its service area. Additionally, to the extent that these types of institutions are located in areas that qualify for CAF II funding, they will reap the benefit of networks providing broadband speeds of 10 Meg or better.

Frontier recognizes the State goal for broadband deployment identified in Minn. Stat. §237.012: "all state residents and businesses have access to high-speed broadband that provides minimum download speeds of ten to 20 megabits per second and minimum upload speeds of five to ten megabits per second." As the State and the Commission endeavor to advance toward this goal, Frontier also intends to continue its expansion of broadband service, both into unserved areas and increasing the speed available in its service areas. Just as important, Frontier is expanding its transport infrastructure to support greater speed and capacity to meet the demands of retail and wholesale customers. Investment will be directed to both expand the geographic reach of broadband availability as well as to provide increased speed and capacity.

During 2015, Frontier intends to upgrade DSLAMs in the Balaton, Belle Plaine, Elysian, Henderson, and Janesville exchanges. These upgrades will allow for the provision of faster internet speeds, of up to 40Meg.

The FCC is implementing changes in the federal support mechanisms aimed at encouraging broadband deployment. Frontier will actively seek to obtain any additional federal funding that may become available for broadband deployment. The Connect America Fund (“CAF”) will provide funding to carriers to support broadband network investment. Frontier anticipates that the CAF II will likely provide significant funding amounts for its territory in Minnesota. Acceptance of CAF II funding is conditioned upon specific criteria for both expanded availability to unserved areas and increased speed in many other currently served areas. This will be fulfilled through a combination of CAF II funding and Frontier-provided capital. As a result, Frontier’s investment plans for the next several years will primarily be driven by these CAF obligations.

The FCC is now developing the offers for Phase II of its CAF mechanism, which includes identifying geographic areas that lack broadband and are eligible for support, modeling the network facilities needed to bring broadband to those areas, and then identifying the level of support available to carriers to build the necessary facilities in those specific areas. At this point, the FCC has not finalized its CAF Phase II funding areas or funding amounts. Thus, it is not certain what localities within Frontier’s Minnesota service footprint may qualify for CAF II funding, or how much funding might eventually be provided. Frontier anticipates that the FCC’s unfolding CAF II program will provide significant funding amounts for use in deploying broadband service in Frontier’s Minnesota service territory. Frontier will consider any CAF funding that the FCC does make available for areas within the company’s service footprint, and barring unforeseen circumstances will accept the funding that is offered. Any CAF II funding received will be tied to a specific geographic location, and Frontier must invest that money, along with its own capital, in that specific geographic area. Therefore, at this time, Frontier cannot identify how much it will be investing or where specifically that investment will occur.

Frontier will invest all the funding it accepts and supplement with its own capital to fulfill the associated expansion and speed upgrade obligations.

Frontier invested approximately \$20M during 2012, 2013, and 2014. It is expected that capital investment will exceed these levels in the next three years, reflecting the anticipated CAF II impact.

CAF II funding will be targeted to a census block level to provide broadband service at 10Meg speeds to the households in the census block that do not currently have 10 Meg service.

The bulk of the areas that will benefit from this new investment will be in the outstate portions of Frontier's service territory. This improved broadband service will allow for video and data transmission.

C. Reporting

Within 30 days of the FCC's CAF II offerings, Frontier will report to the Commission its investment plans including the areas eligible for CAF funding, and the CAF II funding amounts that Frontier is eligible to receive for those areas. Within 120 days of the FCC's CAF II offerings, Frontier will report to the Commission the CAF II funding amounts that Frontier accepts, and the amounts of Frontier's own investment in addition to any CAF II funding received in Minnesota.

Beginning in 2016, Frontier will submit a report to the Commission that describes the investments and its funding, including any investments supported by CAF funding, in technological and infrastructure enhancement, it has made during the previous calendar year. The report will be filed by March 1 of each year.

PRICE-REGULATED SERVICES

Tariff #1

- Section 3 Local Service
- Business One Party
 - Business Key Trunk
 - Business PBX Trunk
 - Semi-public
 - Payphone
- Extended Area Service
- Business One Party
 - Business Key Trunk
 - Business PBX Trunk
 - Semi-public
 - Payphone
- Rotary Hunt Service
Emergency Connect
Versaline (basic local service component only)
FrontierWorks ABC Solutions (basic local service component only)
- Section 4 Service Ordering Charge
 Line Connection Charges
 Semi-Public Paystation Handling
 Maintenance Visit Charge
 Restoration Charge
 Returned Check Charge
- Section 5 Private Listing Service
 Semi-private Listing Service
 Operator Services
- Section 6 Foreign Exchange Service
 Adjacent Exchange Service
- Section 7 Extension, PBX Station, and Tie Line Mileage
 Bridged Line Services
 Direct Inward Dialing Services
 Direct Inward-Outward Dialing (DIOD) Service
 Toll Restriction Service
 Central Office Blocking Caller
 ID Blocking – Per Call
 Call Tracing
- Section 8 911 Emergency Trunks
 Enhanced 911 Emergency Services
 Emergency Transport Backup
 E911 Surcharge
- Section 9 Interconnection of Cellular Mobile Carriers
- Section 10 Access Service
- Section 11 N11 Services
- Section 12 Line Extension Charges

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Frontier Communications of Minnesota, Inc.

Appendix A
Schedule 1, Page 2

PRICE-REGULATED SERVICES

State Access Tariff

- Section 4 Switched Access Services
 - Local Transport
 - End Office Switching
 - 800 Data Base Access Service
 - Abbreviated Dialing Arrangement
- Section 6 Billing and Collection Services
- Section 8 Additional Engineering, Additional Labor, and Miscellaneous Charges for Price Regulated Services
- Section 9 Facility Access Order Charges for Switched Access Service
- Section 11 Special Facilities Routing of Switched Access Service
- Section 14 Carrier Common Line Access Service

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Frontier Communications of Minnesota, Inc.

Appendix A
Schedule 2, Page 1

FLEXIBLY PRICED SERVICES

Tariff #2

- Section 3 Customer Calling Services
Advanced Customer Calling Services
Service Packages
- Section 4 Directory Assistance Call Service
Additional Listings
- Section 5 Private Line Service
768 Kbps Symmetric 10BaseT Ethernet Transmission Service
Intrawirecenter Digital Special Access Service
- Section 6 VersaLine Service Bundle
Frontier Choices Tier Bundle
FrontierWorks Small Business Solutions
FrontierWorks Business Connections
Frontier Small Business Advantage
Frontier Digital Phone Service Frontier
Business Unlimited Service Frontier
Digital Phone Essentials Frontier
Business Essentials Frontier
Digital Phone Plus Service Frontier
Business Metro
Stay Connected Seasonal Service Frontier
Digital Phone Essentials 1 – 2010 Frontier
Digital Phone Essentials 3 – 2010
Frontier Digital Phone Nationwide Unlimited with Essentials 1 - 2010
Frontier Digital Phone Nationwide Unlimited with Essentials 3 - 2010
Frontier Digital Phone Nationwide Unlimited Plus with Essentials 1 - 2010
Frontier Digital Phone Nationwide Unlimited Plus with Essentials 3 – 2010
Frontier Business Nationwide Unlimited Service I and II
Frontier Business Local Unlimited I and II
ISDN – Primary Rate Interface Bundle Frontier
Digital Phone Essentials Frontier
Digital Phone Unlimited (Leader) Frontier
Digital Phone Unlimited Plus (Leader) Frontier
Digital Phone Unlimited (Challenger)
Frontier Digital Phone Unlimited Plus (Challenger)
Frontier Simply Unlimited Service – Leader
Frontier Simply Unlimited Service - Challenger
- Section 7 Personal Paging
- Section 9 Fire Bar Equipment
- Section 10 Business Traffic Study Service
- Section 11 Customer Transfer Service
Toll Terminal Service
Simplified Message Desk Interface

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Frontier Communications of Minnesota, Inc.

Appendix A
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- Message Waiting Indication
- Call Transfer Service
- Customized/ Same Number Service
- Selective Ringing Service

- Section 13 Integrated Services Digital Network Services
 - Basic Rate Interface (BRI) Integrated Services Digital Network Service
 - Primary Rate Interface (PRI) Integrated Services Digital Network Service

- Section 14 Switched 56 Digital Service
 - Switched DS1 Service
 - Frontier T-Advantage Digital Service

State Access Tariff

- Section 5 Special Access Services
 - Analog Services
 - Voice Grade Service
 - Video Service
 - Digital Services
 - Digital Data Access Service
 - Narrowband Service
 - Program Audio Service
 - Wideband Analog Service
 - Wideband Digital Service
 - High Capacity Service

- Section 7 Specialized Service or Arrangements

- Section 8 Additional Engineering, Additional Labor, and Miscellaneous Charges for Flexibly Priced Services

- Section 9 Facility Access Order Charges for Special Access Services

- Section 10 Special Construction

- Section 11 Special Facilities Routing of Special Access Service

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.

Frontier Communications of Minnesota, Inc.

Appendix A
Schedule 3, Page 1

NON-PRICE-REGULATEDSERVICES

Tariff #3

Section 3	Centrex Programming Charge Digital Centrex Service Automatic Call DistributionService
Section 4	Billing and Collection Service
Section 5	Public Telephone Service Semi-Public Telephone Service Booths
N/A	Yellow Page Directory Advertising
N/A	White Page Directory Advertising

Note. The rates, prices, tariffs, or charges to a business customer subscribing to four or more business lines in a competitive area as defined in Minn. Stat. 237.411 are only subject to sections 237.07, subdivision 1; 237.66; and 237.663, and are not subject to any rules imposing rate or price restrictions beyond those sections, to other orders or investigation of local rates under section 237.081 or other rate and price requirements of this Plan.