



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
COMMONWEALTH KEYSTONE BUILDING  
400 NORTH STREET, HARRISBURG, PA 17120

BUREAU OF  
INVESTIGATION  
&  
ENFORCEMENT

July 7, 2020

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Re: Pennsylvania Public Utility Commission,  
Bureau of Investigation and Enforcement v.  
The United Telephone Company of Pennsylvania LLC  
d/b/a CenturyLink  
Docket No. M-2020-3012956  
**Joint Petition for Approval of Settlement and Statements in Support**

Dear Secretary Chiavetta:

Enclosed for electronic filing is the **Joint Petition for Approval of Settlement and Statements in Support** in the above-referenced matter.

Copies have been served on the parties of record in accordance with the Certificate of Service. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Kayla L. Rost". The signature is written in a cursive, flowing style.

Kayla L. Rost  
Prosecutor  
Bureau of Investigation & Enforcement  
PA Attorney ID No. 322768  
(717) 787-1888  
[karost@pa.gov](mailto:karost@pa.gov)

KLR/jfm  
Enclosure

cc: Per Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. M-2020-3012956
	:	
The United Telephone Company of	:	
Pennsylvania LLC d/b/a CenturyLink	:	

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**JOINT PETITION FOR APPROVAL OF SETTLEMENT**

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**TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:**

Pursuant to 52 Pa. Code §§ 5.41, 5.232 and 3.113(b)(3), the Pennsylvania Public Utility Commission’s (“Commission”) Bureau of Investigation and Enforcement (“I&E”) and The United Telephone Company of Pennsylvania LLC d/b/a/ CenturyLink (“CenturyLink” or “Company”) hereby submit this Joint Petition for Approval of Settlement (“Settlement” or “Settlement Agreement”) to resolve all issues related to an informal investigation initiated by I&E. I&E’s investigation was initiated based upon information provided by the Commission’s Bureau of Consumer Services (“BCS”), which had received complaints regarding CenturyLink’s alleged failure to timely install services in accordance with the Public Utility Code and the Commission’s regulations, and the alleged failure to meet Chapter 30 requirements.

As part of this Settlement Agreement, I&E and CenturyLink (hereinafter referred to collectively as the “Parties”) respectfully request that the Commission enter a Final Opinion and Order approving the Settlement, without modification. Statements in Support

of the Settlement expressing the individual views of I&E and CenturyLink are attached hereto as Appendix A and Appendix B, respectfully.

## **I. INTRODUCTION**

1. The Parties to this Settlement Agreement are the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement, by its prosecuting attorneys, 400 North Street, Commonwealth Keystone Building, Harrisburg, PA, 17120, and CenturyLink, with headquarters at 100 CenturyLink Drive, Monroe, Louisiana and with a Pennsylvania place of business at 240 North Third Street, Suite 300, Harrisburg, PA, 17101.

2. The Pennsylvania Public Utility Commission is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within this Commonwealth, as well as other entities subject to its jurisdiction, pursuant to the Public Utility Code ("Code"), 66 Pa. C.S. §§ 101, *et seq.*

3. I&E is the entity established to prosecute complaints against public utilities and other entities subject to the Commission's jurisdiction pursuant to 66 Pa. C.S. § 308.2(a)(11); *see also Implementation of Act 129 of 2008; Organization of Bureaus and Offices*, Docket No. M-2008-2071852 (Order entered August 11, 2011)(delegating authority to initiate proceedings that are prosecutor in nature to I&E).

4. Section 501(a) of the Code, 66 Pa. C.S. § 501(a), authorizes and obligates the Commission to execute and enforce the provisions of the Code.

5. Section 701 of the Code, 66 Pa. C.S. § 701, authorizes the Commission, *inter alia*, to hear and determine complaints alleging a violation of any law, regulation, or order that the Commission has jurisdiction to administer.

6. Section 3301 of the Code, 66 Pa. C.S. § 3301, authorizes the Commission to impose civil penalties on any public utility or on any other person or corporation subject to the Commission's authority for violations of the Code, the Commission's regulations and orders. Section 3301 allows for the imposition of a fine for each violation and each day's continuance of such violation(s). 66 Pa. C.S. § 3301.

7. CenturyLink is a Rural Incumbent Local Exchange Carrier ("RLEC"), as defined by Section 3012, 66 Pa. C.S. § 3012. *Petition for Amended Alternative Regulation and Network Modernization Plan of The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink*, Docket No. P-00981410F1000 (Order entered June 23, 2005), at page 2, fn. 3 ("“Rural” is defined in section 3 of the Telecommunications Act of 1996, 47 U.S.C. §153, and includes all non-Verizon Pennsylvania ILECs.”). *See also*, Secretarial Letter dated July 12, 2005 at Docket No. P-00981410F1000, making corrections to certain pages in the aforementioned Order entered on June 23, 2005.

8. CenturyLink, as a certificated RLEC, is subject to the power and authority of the Commission pursuant to Sections 501 and 3011 of the Code, 66 Pa. C.S. §§ 501, 3011 *et seq.*

9. The Commission has jurisdiction over the subject matter and the actions of CenturyLink in its capacity as an RLEC serving customers in Pennsylvania pursuant to applicable Commonwealth statutes and regulations.

10. This matter involves allegations related to untimely service installation and general Chapter 30 violations.

11. As a result of successful negotiations between I&E and CenturyLink, the Parties have reached an agreement on an appropriate outcome to the investigation as encouraged by the Commission's policy to promote settlements. *See* 52 Pa. Code § 5.231. The Settlement also is consistent with the Commission's Policy Statement for evaluating litigated and settled proceedings involving violations of the Code and Commission regulations, 52 Pa. Code Section 69.1201. The Parties agree to the settlement terms set forth herein and urge the Commission to approve the Settlement as submitted as being in the public interest.

## **II. STIPULATED FACTS**

12. The Commission has jurisdiction over the subject matter of and the Parties to this proceeding. 66 Pa.C.S. §§ 102, 501, 3012.

13. "It is the policy of the Commission to encourage settlements." 52 Pa. Code § 5.231(a).

14. CenturyLink provides local exchange service in all or parts of twenty-five (25) counties located in central and western Pennsylvania. CenturyLink also provides broadband services in such portions of Pennsylvania. CenturyLink is subject to alternative rate regulation, with a revised amended alternative regulation plan approved by the Commission as a result of Chapter 30, 66 Pa. C.S. §3011 et seq. *See*, paragraph 7, *supra*.

15. As a general matter, technicians, engineers, and supervisors utilize products and systems for the installation and delivery of telephone and broadband services.

16. Over the weekend of April 28, 2018, CenturyLink transitioned to a new dispatch system in Pennsylvania. The new dispatch system manages how CenturyLink's technicians are assigned work. The new dispatch system is a computer driven, GIS-based forecasting tool to coordinate and manage efficiently technician/supervisor workload and dispatches in real time.

17. Unforeseeable and unanticipated technical issues occurred with conversion to the new dispatch system. The conversion unexpectedly resulted in dispatch delays for telephone and broadband services provisioned by CenturyLink in Pennsylvania.

18. Once issues with the new dispatch system were discovered, CenturyLink undertook immediate action, including allocating additional resources to reduce dispatch times in Pennsylvania. Those efforts were compounded by occurrence of several weather events occurring through November of 2018.

19. By early 2019, CenturyLink worked to eliminate issues associated with the new dispatch system and with the weather events. During that time, CenturyLink avers that it maintained compliance with the Commission's service quality metric reporting thresholds for regulated telephone services. The new dispatch system is currently utilized by CenturyLink and is functioning properly to address workload and dispatch requirements.

20. As a result of the issues associated with the new dispatch system, the Commission's BCS received a number of informal complaints related to installation delays, and some ancillary alleged Chapter 30 violations.

21. Based upon the information averred in the informal complaints, BCS referred the matter to I&E on September 16, 2019.

22. By letter dated September 24, 2019, I&E notified CenturyLink that it had initiated an informal investigation of the Company consistent with Sections 331(a) and 506 of the Code, 66 Pa.C.S. §§ 331(a), 506, and Section 3.113 of the Commission's regulations, 52 Pa. Code § 3.113. I&E advised CenturyLink that its investigation would focus on CenturyLink's alleged failure to provide broadband and telephone services in violation of Chapter 30 and the Public Utility Code and Commission's regulations governing installation of services.

23. I&E served CenturyLink with informal data requests on September 24, 2019.

24. CenturyLink responded to I&E's informal data requests on November 14, 2019. CenturyLink met with I&E on January 16, 2020 and provided additional information as requested by I&E. A settlement conference call was convened on April 7, 2020, with additional settlement discussions occurring in May.

25. The results of I&E's investigation, which included review of the customer complaints, CenturyLink's responses to data requests, and the additional information provided by CenturyLink, formed the basis for the instant Settlement Agreement.

**A. Installation of Services Allegations**

26. Under Section 63.58 of the Commission's regulations applicable to telephone service, a public utility shall complete installation of primary service orders within five (5) working days of receipt of an application unless a later date is requested by the applicant or construction is required. 52 Pa. Code § 63.58(a).

27. In response to I&E's informal data requests, CenturyLink provided a total of sixteen (16) customer complaints. Of the total complaints, ten (10) customer complaints

involved installation of telephone service, broadband service, or both, thus creating multiple counts per customer. The remaining (6) customer complaints involved allegations regarding Chapter 30 of the Pennsylvania Public Utility Code.

28. Nine (9) customer complaints related to CenturyLink's alleged failure to install telephone services within five (5) days. The customer complaints are as follows:<sup>1</sup>

- a) Customer A requested telephone service on July 2, 2018. CenturyLink installed service on July 18, 2018, resulting in an alleged delay of 7 working days.
- b) Customer B requested telephone service on August 24, 2018. CenturyLink installed service on October 5, 2018, resulting in an alleged delay of 24 working days.
- c) Customer C requested telephone service on August 22, 2018. CenturyLink installed service on October 31, 2018, resulting in an alleged delay of 44 working days.
- d) Customer D requested telephone service on May 12, 2019. CenturyLink installed service on June 20, 2019, resulting in an alleged delay of 23 working days.
- e) Customer E requested telephone service on May 14, 2019. CenturyLink installed service on June 24, 2019, resulting in an alleged delay of 23 working days.

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<sup>1</sup> To protect the identity and confidential nature of CenturyLink's customers, I&E and CenturyLink have agreed to remove any identifying customer information from this Agreement.



- f) Customer F requested telephone service on January 2, 2018. CenturyLink installed service on January 16, 2018, resulting in an alleged delay of 5 working days.
- g) Customer G requested telephone service on January 2, 2018. CenturyLink installed service on January 16, 2018, resulting in an alleged delay of 5 working days.
- h) Customer H requested telephone service on May 22, 2018. CenturyLink installed service on June 21, 2018, resulting in an alleged delay of 16 working days.
- i) Customer I requested telephone service on December 31, 2018. CenturyLink installed service on January 11, 2019, resulting in an alleged delay of 3 working days.

29. Therefore, the customers claimed a total waiting period of 150 days past the 5-day time frame prescribed in Section 63.58(a). 52 Pa. Code § 63.58(a).

30. Under Section 3014 of the Public Utility Code, a local exchange telecommunications company “may amend its network modernization plan to extend the period of time within which broadband service must be made available to a customer to up to ten business days after the customer's request for broadband service.” 66 Pa.C.S. § 3014(b)(5).

31. In response to I&E’s informal data requests, CenturyLink provided six (6) customer complaints that related to CenturyLink’s alleged failure to install broadband

services within ten (10) business days. The customer complaints are as follows:

- a) Customer J requested broadband service on June 11, 2018. CenturyLink installed service on July 9, 2018, resulting in an alleged delay of 9 working days.
- b) Customer A requested broadband service on July 2, 2018. CenturyLink installed service on July 18, 2018, resulting in an alleged delay of 2 working days.
- c) Customer B requested broadband service on August 24, 2018. CenturyLink installed service on October 5, 2018, resulting in an alleged delay of 19 working days.
- d) Customer C requested broadband service on August 22, 2018. CenturyLink installed service on October 31, 2018, resulting in an alleged delay of 39 working days.
- e) Customer D requested broadband service on May 12, 2019. Customer CenturyLink installed service on June 20, 2019, resulting in an alleged delay of 18 working days.
- f) Customer E requested broadband service on May 14, 2019. CenturyLink installed service on June 24, 2019, resulting in an alleged delay of 18 working days.

32. Therefore, the customers claimed a total waiting period of 105 days past the 10-day timeframe prescribed in Section 3014(b). 66 Pa.C.S. § 3014(b).

**B. Section 1501 Allegations**

33. Section 1501 of the Public Utility Code provides:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa. C.S. § 1501.

34. As provided for in more detail above, ten (10) customers alleged that CenturyLink failed to furnish reasonable service in a conformity with the regulations and orders of the Commission.

**C. Chapter 30 Allegations**

35. As applicable to CenturyLink, Section 3014(b) of Public Utility Code in pertinent provides that a rural telecommunications carrier that elects to amend its network modernization plan shall remain subject to its network modernization plan through December 31, 2013 (66 Pa.C.S. § 3014(b)(2)(i)) and shall commit to accelerate broadband availability to 80% of its total retail access lines in its distribution network by December 31, 2010, and 100% of its total retail access lines in its distribution network by December 31, 2013 (66 Pa.C.S. § 3014(b)(2)(ii)(A)). Moreover, Section 3012 defines broadband availability as “access to broadband service by a retail telephone customer of a local exchange telecommunications.” 66 Pa.C.S. § 3012 (definition of broadband availability).

36. “Broadband” is defined as a communication channel having a bandwidth equal to or greater than 1.544 megabits per second (“Mbps”) in the downstream direction and equal to or greater than 128 Kbps in the upstream direction. 66 Pa.C.S. § 3012.

37. Section 3014(b)(5) provides that the local exchange telecommunications company making an election under the relevant statutory provision “may amend its network modernization plan to extend the period of time within which broadband service must be made available to a customer to up to ten business days after the customer's request for broadband service.” 66 Pa.C.S. § 3014(b)(5).

38. In response to I&E’s informal data requests, CenturyLink identified four (4) customers who alleged that CenturyLink did not provide broadband services upon request and two (2) customers who alleged that CenturyLink did not provide the minimum speed of 1.544 Mbps in the downstream direction.

### **III. ALLEGED VIOLATIONS**

39. Had this matter been fully litigated, I&E would have proffered evidence and legal arguments to demonstrate that CenturyLink committed the following violations:

- a) The issues associated with the implementation of the new dispatch system resulted in the untimely installation of telephone service within five (5) working days. If proven, I&E alleges that such conduct would have violated 52 Pa. Code § 63.58 and 66 Pa.C.S. § 1501 (multiple counts).
- b) The issues associated with the implementation of the new dispatch system resulted in the untimely installation of broadband service

within ten (10) working days. If proven, I&E alleges that such conduct would have violated 66 Pa.C.S. § 3014 and 66 Pa.C.S. § 1501 (multiple counts).

- c) The customer complaints allege that CenturyLink failed to provide broadband services upon request or failed to provide the minimum broadband speed of 1.544 Mbps. If proven, I&E alleges that such conduct would have violated Chapter 30, 66 Pa.C.S. §§ 3011, *et seq.*

40. Had this matter been fully litigated, CenturyLink would have denied each of the alleged violations of the Commission's regulations, the Code, or Commission's Orders, raised defenses to each of these allegations, particularly as to Chapter 30 and Section 1501 of the Public Utility Code, including the construction and application of these statutory provisions, and defended against the same at hearing.

#### **IV. SETTLEMENT TERMS**

41. Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest, the Parties held a series of discussions that culminated in this Settlement. I&E and CenturyLink desire to (1) terminate I&E's informal investigation; and (2) settle this matter completely without litigation. The Parties recognize that this is a disputed matter, and given the inherent unpredictability of the outcome of a contested proceeding, the Parties further recognize the benefits of amicably resolving the disputed issues. The conditions of the Settlement, for which the Parties seek Commission approval, are set forth below.

42. CenturyLink shall pay a civil penalty of \$110.00 per day for each day, for a total of 255 days (representing a total of 150 days as noted in paragraph 29 and 105 days as noted in paragraph 32), CenturyLink allegedly failed to timely install telephone and broadband services, resulting in a civil penalty of \$28,050.00.

43. CenturyLink shall pay a civil penalty of \$200.00 per customer complaint for alleged Section 1501 violations, resulting in a civil penalty of \$2,000.00.

44. CenturyLink shall pay a civil penalty of \$2,000.00 for alleged Chapter 30 violations.

45. The civil penalty shall not be tax deductible or passed-through as an additional charge to CenturyLink's customers in Pennsylvania.

## **V. CONDITIONS OF SETTLEMENT**

46. The benefits and obligations of this Settlement Agreement shall be binding upon the successors and assigns of the Parties to this Agreement.

47. This Agreement may be signed in counterparts and all signatures attached hereto will be considered as originals.

48. In order to effectuate the Parties' Settlement Agreement, the undersigned Parties request that the Commission issue a Secretarial Letter or Order approving the Petition without modification.

49. The Parties agree that any party may petition the Commission for rehearing or take other recourse allowed under the Commission's rules if the Commission Secretarial Letter or Order substantively modifies the terms of this Joint Petition for Approval of Settlement. In that event, any party may give notice to the other party that it is withdrawing

from this Joint Petition for Approval of Settlement. Such notice must be in writing and must be given within twenty (20) business days of the issuance of any Initial or Recommended Decision or any Commission Order or Secretarial Letter which adopts this Joint Petition for Approval of Settlement with substantive modifications of its terms. The consequence of any party withdrawing from this Joint Petition for Approval of Settlement as set forth above is that all issues associated with the requested relief presented in the proceeding will be fully litigated unless otherwise stipulated between the Parties and all obligations of the Parties to each other are terminated and of no force and effect. In the event that a Party withdraws from this Joint Petition for Approval of Settlement as set forth in this paragraph, I&E and CenturyLink jointly agree that nothing in this Agreement shall be construed as an admission against or as prejudice to any position which any Party might adopt during litigation of this case.

50. I&E and CenturyLink jointly acknowledge that approval of this Agreement is in the public interest and is fully consistent with the Commission's Policy Statement for evaluating litigated and settled proceedings involving violations of the Code and Commission regulations, 52 Pa. Code § 69.1201. The Commission will serve the public interest by adopting this Joint Petition for Approval of Settlement.

51. The Joint Petition for Approval of Settlement avoids the time and expense of litigation in this matter before the Commission, which likely would entail preparation for and attendance at hearings and the preparation and filing of briefs, reply briefs, exceptions, reply exceptions. The Parties further recognize that their positions and claims are disputed and, given the inherent unpredictability of the outcome of a contested proceeding, the

Parties recognize the benefits of amicably resolving the disputed issues through settlement. Attached as Appendices A and B are Statements in Support submitted by I&E and CenturyLink, respectively, setting forth the bases upon which they believe the Settlement Agreement is in the public interest.

52. Adopting this Agreement will eliminate the possibility of any appeal from the Commission Secretarial Letter or Order, thus avoiding the additional time and expense that they might incur in such an appeal.

53. This Settlement consists of the entire agreement between I&E and CenturyLink regarding the matters addressed herein. Moreover, this Settlement represents a complete settlement of I&E's investigation of CenturyLink's alleged violations of the Public Utility Code and the Commission's regulations, 66 Pa.C.S. §§ 3014, 1501 and 52 Pa. Code §§ 63.1 et seq., and fully satisfies I&E's investigation of the matters discussed herein. The Parties expressly acknowledge that this Agreement represents a compromise of positions and does not in any way constitute as a finding or as an admission concerning the alleged violations of the Public Utility Code and the Commission's regulations.

54. The Settlement contains a summary of alleged violations of the Public Utility Code and the Commission's regulations. *See*, Section III, Alleged Violations. In addition, the Settlement Terms contains Proposed Settlement Terms. *See*, Section IV, Settlement Terms. With the exception of Section II and the findings of fact, none of the provisions in this Settlement shall be considered or shall constitute an admission, a finding of any fact, or a finding of culpability on the part of CenturyLink in this or any other proceeding. The Settlement itself shall not be considered nor shall it constitute an admission, a finding of



any fact, or a finding of culpability on the part of CenturyLink in this or any other proceeding. This Agreement is presented without prejudice to any position that either party may have advanced, and without prejudice to the position any party may advance, in the future on the merits of the issues in future proceedings, except to the extent necessary to effectuate the terms and conditions of this Agreement.

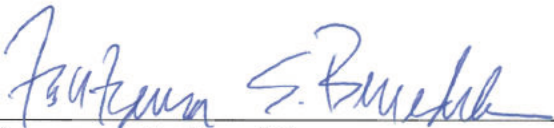
55. The Commission does hereby completely release and forever discharge CenturyLink, and each of its past or present subsidiaries, affiliates, predecessors, and successors in interest and assigns, of and from any and all manner of claims, demands, liabilities, actions or causes of action, occurring prior to September 24, 2019 and relating to CenturyLink's alleged failure to provide voice service under the Public Utility Code (66 Pa.C.S. § 1501) and the Commission's regulations (52 Pa. Code §§ 63.1 et seq.) and alleged failure to provide access to broadband service under Chapter 30 (66 Pa.C.S. §§ 3012, 3014).

**WHEREFORE**, the Pennsylvania Public Utility Commission's Bureau of Investigation and Enforcement and CenturyLink respectfully request that the Commission enter an Order approving the terms of the Joint Petition for Approval of Settlement in their entirety as being in the public interest.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, I&E and CenturyLink by their authorized representative have hereunto set our hands and seals on this 7th day of July 2020.

Date: 07/07/2020

  
\_\_\_\_\_  
Zsuzsanna E. Benedek  
*Associate General Counsel for  
CenturyLink*

Date: 07/07/2020

  
\_\_\_\_\_  
Kayla L. Rost  
*Counsel for the Commission's  
Bureau of Investigation and Enforcement*

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. M-2020-3012956
	:	
The United Telephone Company of	:	
Pennsylvania LLC d/b/a CenturyLink	:	

**PROPOSED ORDERING PARAGRAPHS**

1. That the Joint Petition for Approval of Settlement filed on July 7, 2020 between the Commission’s Bureau of Investigation and Enforcement and The United Telephone Company LLC d/b/a CenturyLink (“CenturyLink”) is approved in its entirety without modifications.

2. That, in accordance with Section 3301 of the Public Utility Code, 66 Pa. C.S. § 3301, within sixty (60) days of the date this Order becomes final, CenturyLink shall pay Thirty-Two Thousand Fifty Dollars (\$32,050.00), which consists of the entirety of the civil penalty amount. Said payment shall be made by certified check or money order payable to “Commonwealth of Pennsylvania” and shall be sent to:

Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

3. That the civil penalty shall not be tax deductible or passed-through as an additional charge to CenturyLink’s customers in Pennsylvania.

4. The above-captioned matter shall be marked closed upon receipt of the civil penalty.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. M-2020-3012956
	:	
The United Telephone Company of	:	
Pennsylvania LLC d/b/a CenturyLink	:	

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**THE BUREAU OF INVESTIGATION AND ENFORCEMENT’S  
STATEMENT IN SUPPORT OF THE  
JOINT PETITION FOR APPROVAL OF SETTLEMENT**

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TO THE HONORABLE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

Pursuant to 52 Pa. Code §§ 5.231, 5.232 and 69.1201, the Pennsylvania Public Utility Commission’s (“Commission” or “PUC”) Bureau of Investigation and Enforcement (“I&E”), a signatory party to the Joint Petition for Approval of Settlement (“Settlement” or “Settlement Agreement”) filed in the matter docketed above, submits this Statement in Support of the Settlement Agreement between I&E and The United Telephone Company of Pennsylvania, LLC d/b/a CenturyLink (“CenturyLink” or “Company”).<sup>1</sup> I&E avers that the terms and conditions of the Settlement are just and reasonable and in the public interest for the reasons set forth herein.

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<sup>1</sup> I&E and CenturyLink are collectively referred to herein as the “Parties.”

## **I. Background**

On or about September 16, 2019, the Commission's Bureau of Consumer Services ("BCS") requested I&E to investigate CenturyLink for its alleged failure to provide broadband and telephone services in violation of Chapter 30 and the Public Utility Code and Commission's regulations governing installation of services.

By letter dated September 24, 2019, I&E issued a Data Request Letter ("Letter") informing CenturyLink of the scope of its investigation and requesting a response to I&E's fourteen (14) data requests. CenturyLink's responses were due on October 24, 2019.

CenturyLink requested an extension of time to respond to the Letter on two (2) separate occasions, which I&E granted. On November 14, 2020, CenturyLink provided its responses to the Letter.

On or about January 16, 2020, the Parties held a meeting to discuss I&E's investigation and CenturyLink's responses, as well as to provide CenturyLink an opportunity to further explain its new dispatch system and the possibility of settlement.

As a result of CenturyLink's responses and further explanations, I&E identified four (4) types of potential violations based upon the allegations brought forth by sixteen (16) customers. Specifically, I&E alleged that CenturyLink failed to provide telephone service within five (5) working days, failed to provide broadband services within ten (10) working days, failed to meet Chapter 30 requirements, and failed to provide continuous service in accordance with Section 1501. *See generally*, 52 Pa. Code § 63.58(a); 66 Pa.C.S. § 3014(b); and 66 Pa. C.S. § 1501.

CenturyLink informed I&E that the issues with the new dispatch system which resulted in the installation delays were corrected by early January of 2019 and that the dispatch system is currently functioning properly. Accordingly, I&E and CenturyLink began discussing settlement to amicably resolve the instant matter.

On July 7, 2020, the Parties filed a Joint Petition for Approval of Settlement resolving all issues between I&E and CenturyLink in the instant matter. This Statement in Support is submitted in conjunction with the Settlement Agreement.

## **II. The Public Interest**

Pursuant to the Commission's policy of encouraging settlements that are reasonable and in the public interest, the Parties held a series of settlement discussions. These discussions culminated in this Settlement Agreement, which, once approved, will resolve all issues related to I&E informal investigation involving allegations that CenturyLink failed to timely install telephone and broadband services as well as failed to meet Chapter 30 requirements. Notably, noticing the delays in installation prior to I&E's investigation and involvement, CenturyLink identified and resolved the issues relating to the new dispatch system in a timely manner. Furthermore, I&E has not received additional complaints related to installation of services since initiating its investigation in September 2019.

I&E intended to prove the factual allegations set forth in its investigation at hearing to which CenturyLink would have disputed. This Settlement Agreement results from the compromises of the Parties. I&E recognizes that, given the inherent unpredictability of the outcome of a contested proceeding, the benefits to amicably

resolving the disputed issues through settlement outweigh the risks and expenditures of litigation. I&E submits that the Settlement constitutes a reasonable compromise of the issues presented and is in the public interest. As such, I&E respectfully requests that the Commission approve the Settlement without modification.

### **III. Terms of Settlement**

Under the terms of the Settlement Agreement, I&E and CenturyLink have agreed to the following:

- A. CenturyLink shall pay a total civil penalty of \$32,050.00 which is broken down as follows:
  - 1. CenturyLink shall pay a civil penalty of \$110.00 per day for each day, for a total of 255 days (representing a total of 150 days for telephone service and 105 days for broadband service), CenturyLink allegedly failed to timely install telephone and broadband services, resulting in a civil penalty of \$28,050.00.
  - 2. CenturyLink shall pay a civil penalty of \$200.00 per customer complaint for alleged Section 1501 violations, resulting in a civil penalty of \$2,000.00.
  - 3. CenturyLink shall pay a civil penalty of \$2,000.00 for alleged Chapter 30 violations.

The civil penalty shall not be tax deductible pursuant to Section 162(f) of the Internal Revenue Code, 26 U.S.C.S. § 162(f). Furthermore, the civil penalty shall not be passed through as an additional charge to CenturyLink's customers in Pennsylvania.

In consideration of CenturyLink's payment of a monetary civil penalty, I&E agrees that its informal investigation relating to CenturyLink's conduct as described in the Settlement Agreement referenced herein shall be terminated and marked closed upon approval by the Commission of the Settlement Agreement without modification and payment of the civil penalty.

Upon Commission approval of the Settlement in its entirety without modification, I&E will not file any complaints or initiate other action against CenturyLink at the Commission with respect to failing to timely install telephone and broadband services and Chapter 30 violations that were the subject of I&E's instant investigation.

#### **IV. Legal Standard for Settlement Agreements**

Commission policy promotes settlements. *See* 52 Pa. Code § 5.231. Settlements lessen the time and expense that the parties must expend litigating a case and, at the same time, conserve precious administrative resources. Settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. "The focus of inquiry for determining whether a proposed settlement should be recommended for approval is not a 'burden of proof' standard, as is utilized for contested matters." *Pa. Pub. Util. Comm'n, et al. v. City of Lancaster – Bureau of Water*, Docket Nos. R-2010-2179103, *et al.* (Order entered July 14, 2011) at p. 11. Instead, the benchmark for determining the acceptability of a settlement is whether the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm'n v. Philadelphia Gas Works*, Docket No. M-00031768 (Order entered January 7, 2004).



I&E submits that approval of the Settlement Agreement in the above-captioned matter is consistent with the Commission's Policy Statement regarding *Factors and Standards for Evaluating Litigated and Settled Proceedings Involving Violations of the Public Utility Code and Commission Regulations* ("Policy Statement"), 52 Pa. Code § 69.1201; *See also Joseph A. Rosi v. Bell-Atlantic-Pennsylvania, Inc.*, Docket No. C-00992409 (Order entered March 16, 2000). The Commission's Policy Statement sets forth ten (10) factors that the Commission may consider in evaluating whether a civil penalty for violating a Commission order, regulation, or statute is appropriate, as well as whether a proposed settlement for a violation is reasonable and in the public interest. 52 Pa. Code § 69.1201.

The Commission will not apply the factors as strictly in settled cases as in litigated cases. 52 Pa. Code § 69.1201(b). While many of the same factors may still be considered, in settled cases, the parties "will be afforded flexibility in reaching amicable resolutions to complaints and other matters as long as the settlement is in the public interest." *Id.*

The first factor considers whether the conduct at issue was of a serious nature, such as willful fraud or misrepresentation, or if the conduct was less egregious, such as an administrative or technical error. Conduct of a more serious nature may warrant a higher civil penalty while conduct that is less egregious warrants a lower amount. 52 Pa. Code § 69.1201(c)(1). I&E alleges that the conduct in this matter involves an administrative or technical error as a result of CenturyLink's implementation of a new

dispatch system. Consequently, the less egregious nature of the conduct was considered in arriving at the civil penalty amount in the Settlement Agreement.

The second factor considers whether the resulting consequences of CenturyLink's alleged conduct were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty. 52 Pa. Code § 69.1201(c)(2). I&E submits that no personal injury or property damage occurred as a result of the alleged violations. Nonetheless, the consequences of the alleged actions may have resulted in customers being without access to telephone or broadband services which could impact the customer's access to education, medical or emergency services, work, and/or personal communications and interactions. I&E asserts that access to telephone and broadband services is critical to everyday life and lack of access could have a serious impact, thus the consequences of CenturyLink's alleged conduct should be deemed serious.

The third factor to be considered under the Policy Statement is whether the alleged conduct was intentional or negligent. 52 Pa. Code § 69.1201(c)(3). "This factor may only be considered in evaluating litigated cases." *Id.* Whether CenturyLink's alleged conduct was intentional or negligent does not apply since this matter is being resolved by settlement of the Parties.

The fourth factor to be considered is whether CenturyLink has made efforts to change its practices and procedures to prevent similar conduct in the future. 52 Pa. Code § 69.1201(c)(4). CenturyLink's conversion to a new dispatch system in April 2018 yielded unforeseeable and unanticipated technical issues resulting in dispatch delays for

the installation of telephone and broadband services. CenturyLink discovered the issues with the new system and immediately took the appropriate steps to fix the technical issues within the dispatch system and utilized additional resources to reduce the installation delays. Thus, CenturyLink made efforts to ensure that these issues do not reoccur in the future.

The fifth factor to be considered relates to the number of customers affected by the Company's actions and the duration of the violations. 52 Pa. Code § 69.1201(c)(5). I&E identified ten (10) customers who filed complaints relating to a delay in the installation of voice and/or broadband services. Those customers waited anywhere from 3-44 days past what the regulations and Code require (5 days for voice service, 10 days for broadband service). The remaining six (6) customers alleged that CenturyLink did not provide broadband service upon request or failed to provide speeds of 1.544 Mbps as required in Chapter 30. I&E is not aware whether the four (4) customers who alleged that CenturyLink did not provide broadband service were successful in finding service through another company or whether the two (2) customers who alleged slow speeds were able to receive the minimum of 1.544 Mbps. These facts, some of which are disputed by CenturyLink, were considered when calculating the civil penalty.

The sixth factor to be considered relates to the compliance history of CenturyLink. 52 Pa. Code § 69.1201(c)(6). An isolated incident from an otherwise compliant company may result in a lower penalty, whereas frequent, recurrent violations by a company may result in a higher penalty. *Id.* To date, I&E is not aware of any formal complaint being filed against CenturyLink regarding this matter. Additionally, I&E is not aware of any

other enforcement action brought against CenturyLink relating to service installation or Chapter 30.

The seventh factor to be considered relates to whether the Company cooperated with the Commission's investigation. 52 Pa. Code § 69.1201(c)(7). I&E submits that CenturyLink fully cooperated in the investigation in this matter, including cooperating in both informal discovery as well as settlement discussions.

The eighth factor to be considered is the appropriate settlement amount necessary to deter future violations. 52 Pa. Code § 69.1201(c)(8). I&E submits that a civil penalty amount of \$32,050.00, which is not tax deductible, is substantial and sufficient to deter CenturyLink from committing future violations.

The ninth factor to be considered relates to past Commission decisions in similar situations. 52 Pa. Code § 69.1201(c)(9). I&E submits that the instant Settlement Agreement should be viewed on its merits as there are no past Commission decisions that are directly responsive to this matter.

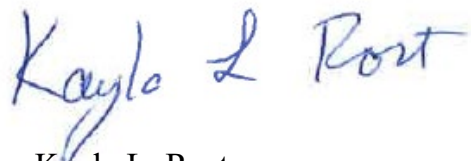
The tenth factor considers "other relevant factors." 52 Pa. Code § 69.1201(c)(10). I&E submits that an additional relevant factor – whether the case was settled or litigated – is of pivotal importance to this Settlement Agreement. A settlement avoids the necessity for the governmental agency to prove elements of each allegation. In return, the opposing party in a settlement agrees to a lesser fine or penalty, or other remedial action. Both parties negotiate from their initial litigation positions. The fines and penalties, and other remedial actions resulting from a fully litigated proceeding are difficult to predict and can differ from those that result from a settlement. Reasonable

settlement terms can represent economic and programmatic compromise while allowing the parties to move forward and to focus on implementing the agreed upon remedial actions.

In conclusion, I&E fully supports the terms and conditions of the Settlement Agreement. The terms of the Settlement Agreement reflect a carefully balanced compromise of the interests of the Parties in this proceeding. The Parties believe that approval of this Settlement Agreement is in the public interest. Acceptance of this Settlement Agreement avoids the necessity of further administrative and potential appellate proceedings at what would have been a substantial cost to the Parties.

WHEREFORE, I&E supports the Settlement Agreement as being in the public interest and respectfully requests that the Commission approve the Settlement in its entirety without modification.

Respectfully submitted,



Kayla L. Rost  
Prosecutor  
Bureau of Investigation & Enforcement  
PA Attorney ID No. 322768

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Dated: July 7, 2020

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. M-2020- 3012956
	:	
The United Telephone Company of	:	
Pennsylvania LLC d/b/a CenturyLink	:	

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**STATEMENT IN SUPPORT  
THE UNITED TELEPHONE COMPANY OF PENNSYLVANIA LLC D/B/A  
CENTURYLINK**

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The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (“CenturyLink”), a signatory to the Joint Petition for Approval of Settlement Agreement (“Settlement”), submits this Statement in Support of the Settlement in the above-captioned matter between CenturyLink and Bureau of Investigation and Enforcement (“I&E”). The Settlement is submitted to the Pennsylvania Public Utility Commission (“Commission”) and fully resolves all issues relating to I&E’s investigation of alleged violations of law and Commission regulations regarding untimely installation of telephone and/or broadband services and the alleged failure to meet Chapter 30 requirements of access to broadband and the minimum broadband speed of 1.544 Mbps. There are a total of sixteen (16) informal complaints at issue in I&E’s investigation, of which ten (10) relate to alleged delays with service installations associated with conversion to a new computer driven, GIS-based dispatch system and six (6) relate to alleged Chapter 30 claims.

As addressed below, CenturyLink respectfully submits that the Settlement is in the public interest and requests that the Commission approve the Settlement without modification.

Commission policy promotes settlements. *See*, 52 Pa. Code § 5.231. Settlements decrease the time and expense that the parties must expend litigating a case and, at the same time, conserve administrative resources.

CenturyLink recognizes that the claims and allegations underlying this investigation are disputed and, as to the Chapter 30 allegations, remain controverted. CenturyLink further recognizes that the benefits of amicably resolving the allegations through settlement significantly outweighed the time and expense of litigation and the inherent unpredictability of the outcome of a contested proceeding. As with all settlements, the proposed Settlement represents a compromise of the parties' respective litigation positions. In this regard, CenturyLink notes its appreciation of the professionalism and thoroughness exhibited by I&E throughout the investigation.

The proposed Settlement is consistent with the Commission's Policy for Litigated and Settled Proceedings Involving Violations of the Code and Commission Regulations ("Policy Statement"). 52 Pa. Code § 69.1201. The Policy Statement sets forth ten factors that the Commission may consider in evaluating whether a civil penalty for violating a Commission order, regulation, or statute is appropriate, as well as whether a proposed settlement for a violation is reasonable and in the public interest.<sup>1</sup>

The Commission will not apply its standards as strictly in settled cases as in litigated cases. 52 Pa. Code § 69.1201(b). While many of the same factors may still be considered, in settled cases,

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<sup>1</sup> The Policy Statement's ten factors are: (i) Whether the conduct at issue was of a serious nature; (ii) Whether the resulting consequences of the conduct at issue were of a serious nature; (iii) Whether the conduct at issue was deemed intentional or negligent; (iv) Whether the regulated entity made efforts to modify internal policies and procedures to address the conduct at issue and prevent similar conduct in the future; (v) The number of customers affected and the duration of the violation; (vi) The compliance history of the regulated entity that committed the violation; (vii) Whether the regulated entity cooperated with the Commission's investigation; (viii) The amount of the civil penalty or fine necessary to deter future violations; (ix) Past Commission decisions in similar situations; and (x) Other relevant factors. 52 Pa. Code § 69.1201(c) (1) – (10).



the parties "will be afforded flexibility in reaching amicable resolutions to complaints and other matters so long as the settlement is in the public interest." 52 Pa. Code § 69.1201(b).

CenturyLink respectfully submits that the proposed Settlement applies the Policy Statement's factors and complies with the standards set forth in the Policy Statement. The Settlement efficiently brings I&E's investigation to a reasonable conclusion and is in the public interest.

The first factor considers whether the conduct at issue was of a serious nature, such as willful fraud or misrepresentation, which may warrant a higher penalty. 52 Pa. Code § 69.1201(c)(1). The Policy Statement provides that when conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty. *Id.* The conduct at issue involved the alleged untimely installation of telephone and broadband and the alleged failure to meet Chapter 30 requirements. CenturyLink does not believe that the conduct at issue was of a serious nature.

The second factor is whether the resulting consequences of the conduct in question were of a serious nature. 52 Pa. Code § 69.1201(c)(2). The Policy Statement provides that when consequences of a serious nature are involved, such as personal injury or property damage, it may warrant a higher penalty. *Id.*

As a result of technical issues occurring with the implementation of the new dispatch system, delays resulted in CenturyLink's installation of telephone and/or broadband services. No personal injury or property damage occurred. CenturyLink acknowledges that the resulting consequences of the conduct at issue could be deemed of a serious nature as the allegations involved failure to meet requirements in the Commission's regulations. In CenturyLink's view,



this factor was significantly considered in the development of the penalties (the per-day, per alleged violation amounts) for settlement purposes.

The conversion to the new GIS-based dispatch system did not occur in ways that CenturyLink could have anticipated and had planned. Once CenturyLink became aware of the dispatch system's problems, CenturyLink undertook action to address the issues during the conversion and after the conversion. CenturyLink maintains that it complied with Chapter 30 and all Commission's requirements. CenturyLink did not fall below the Commission's service quality metric reporting thresholds, as applicable to regulated voice/telephone services. The new GIS-based dispatch system today is functioning properly to assist CenturyLink's technicians, engineers, and supervisors in meeting customers' requests for installation and delivery of telephone and/or broadband services.

The third factor considers whether the conduct at issue was deemed intentional or negligent. This factor is only to be considered when evaluating litigated cases. 52 Pa. Code § 69.1201(c)(3). This factor does not apply to the present case as it is a settled matter.

The fourth factor in the Policy Statement regards the regulated entity's efforts to modify internal policies and procedures to address the alleged conduct at issue and to prevent similar conduct in the future. 52 Pa. Code § 69.1201(c)(4). As previously addressed, the new dispatch system is a computer driven, GIS-based tool to enable real-time management of technician workload. The purpose of the new dispatch system was to enhance the customer/technician experience by enabling real-time scheduling of technician dispatches to customers.

While the new dispatch system appeared to be operating correctly, the system unknowingly created a backlog of installations for telephone and/or broadband services. Once CenturyLink became aware of the dispatch program's issues, CenturyLink management immediately began to

address the system's programming issues. In addition, CenturyLink's engineers, technicians, and supervisors undertook immediate action to address the backlog of service installation orders, including addition of more technicians and other resources. CenturyLink's efforts continued notwithstanding the occurrence of several weather events. Thus, CenturyLink modified its procedures to address the conduct at issue. All efforts were voluntarily undertaken by CenturyLink – and the workload and dispatch scheduling issues resolved – prior to I&E's correspondence of September 24, 2019 notifying CenturyLink of its initiation of an informal investigation. The initial challenges presented by conversion to the new dispatch system have been overcome and the system has enabled a more efficient way of serving CenturyLink's customers.

The fifth factor considers the number of customers affected and the duration of the violation. 52 Pa. Code § 69.1201(c)(5). CenturyLink supports the settlement and submits that the number of impacted customers and the duration of the alleged violations were limited. Ten (10) customers alleged delays with service installations and six (6) customers alleged Chapter 30 violations. CenturyLink incorporates by reference the Stipulated Facts in the Settlement, which sets forth by complainant the total number of working days of alleged untimely service installations and alleged Chapter 30 violations. While several of the working days may appear to be high, CenturyLink submits the total working days are part and parcel of a means by which to reach agreement on a total penalty amount. In addition, CenturyLink submits the Settlement does not include countervailing facts and mitigation efforts which would have been addressed in litigation and thus which may have reduced the total working days.

The sixth factor considers the compliance history of the company. 52 Pa. Code § 69.1201(c)(6). The Policy Statement further provides: "An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility

may result in a higher penalty." *Id.* CenturyLink submits that it has a clean compliance history concerning customer service, in general, and service installation, in particular. This is the first Settlement that CenturyLink has ever had with I&E. CenturyLink's compliance history demonstrates that conduct at issue for these 16 complaints was an aberration from CenturyLink's long-standing practices and procedures in Pennsylvania.

The seventh factor to be considered is whether the regulated entity cooperated with I&E's investigation. 52 Pa. Code § 69.1201(c)(7). CenturyLink fully cooperated with I&E throughout the investigation and the settlement process. CenturyLink provided information and responses to I&E's formal and informal requests. CenturyLink and I&E met to discuss the information and, also exchanged additional information to reach an amicable resolution.

The eighth factor considers whether the amount of the civil penalty or fine is necessary to deter future violations. 52 Pa. Code § 69.1201(c)(8). Conversion to the new dispatch system unexpectedly resulted in delays for installation of telephone and/or broadband services. CenturyLink's actions undertaken during conversion of that new dispatch system and the efforts taken after the conversion were reasonable and demonstrate that the civil penalty as set forth in the Settlement is reasonable and adequate. 66 Pa.C.S. § 1501. Finally, CenturyLink does not believe that these 16 complaints are typical or representative of CenturyLink in Pennsylvania. CenturyLink's motivation in resolving this investigation through the Settlement is directly tied to CenturyLink's desire to move beyond the allegations of this investigation and to continue to focus on CenturyLink's customers in the competitive telecommunications marketplace.

The ninth factor examines past Commission decisions in similar situations. 52 Pa. Code § 69.1201(c)(9). CenturyLink is unaware of any past Commission decisions directly on point regarding allegations of untimely delays with the installation of voice and/or broadband services



and allegations of Chapter 30 violations. There have been litigated Commission cases involving individual complainants and telecommunications companies. CenturyLink is aware of one other Commission order involving a telecommunications carrier and a settlement with I&E, but that settlement is not on point or relevant to this matter.<sup>2</sup> Accordingly, CenturyLink respectfully submits that the civil penalty in the proposed Settlement represents a reasonable outcome for this matter.

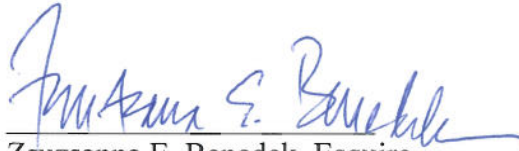
Finally, the tenth factor involves consideration of any other relevant factors. 52 Pa. Code § 69.1201(c)(10). CenturyLink submits that the Settlement should be viewed through the lens of the competitive telecommunications marketplace in which CenturyLink operates. The Settlement is a reasonable outcome and is preferred given the competitive marketplace. By agreeing to a relatively nominal dollar value to alleged Chapter 30 violations, for example, the proposed Settlement enables CenturyLink to avoid protracted litigation on interpretations of Chapter 30 and, instead, to continue to focus its resources on consumers and remaining viable in the competitive marketplace.

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<sup>2</sup> While not applicable to service installations and Chapter 30, the Commission in 2012 approved a settlement involving Verizon Pennsylvania, Inc. and I&E, involving infractions and facts specific to that carrier and resulting in a separate account to be used for targeted infrastructure projects during calendar year 2013. *Pennsylvania Public Utility Commission, Law Bureau Prosecutory Staff v. Verizon Pennsylvania, Inc.*, Docket No. M-2008-2077881, Opinion and Order entered October 12, 2012,

WHEREFORE, CenturyLink fully supports the Settlement and respectfully requests that the Commission adopt an order approving the proposed Settlement in its entirety. For the reasons set forth above, the Settlement reflects a carefully balanced compromise of competing interests, conserves resources, and presents a fair, reasonable, and efficient outcome in this matter.

Respectfully submitted,



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Counsel for CenturyLink

DATED: July 7, 2020

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement	:	
	:	
v.	:	Docket No. M-2020-3012956
	:	
The United Telephone Company of	:	
Pennsylvania LLC d/b/a CenturyLink	:	

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing **Joint Petition for Approval of Settlement and Statements in Support** dated July 7, 2020, upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**Service by Electronic Mail Only:**

Zsuzsanna E. Benedek  
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CenturyLink Communications, LLC  
240 North Third Street, Suite 300  
Harrisburg, PA 17101  
[Sue.benedek@centurylink.com](mailto:Sue.benedek@centurylink.com)



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Kayla L. Rost  
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PA Attorney ID No. 322768