

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



FILED

10/09/25

04:59 PM

A2508006

Application of Zayo Network Services, LLC for a Certificate of Public Convenience and Necessity to Provide Full Facilities-Based and Resold Competitive Local Exchange Service and Interexchange Service in California.

Application 25-08-006
(Filed August 1, 2025)

**ZAYO NETWORK SERVICES, LLC'S
RESPONSE TO ADMINISTRATIVE LAW JUDGE INQUIRY**

PUBLIC VERSION

[EXHIBITS A – S]

EXHIBIT LIST

Exhibit A	Verified Complaint Service Letter
Exhibit B	Verified Complaint
Exhibit C	MN PUC Notice of Comment Period
Exhibit D	Zayo Group, LLC Comments to Verified Complaint
Exhibit E	Zayo Group, LLC Reply Comments to Verified Complaint
Exhibit F	Minnesota Department of Public Safety Comments to Verified Complaint
Exhibit G	Minnesota Department of Commerce Comments to Verified Complaint
Exhibit H	Minnesota Department of Commerce Reply Comments to Verified Complaint
Exhibit I	Consent Decree
CONFIDENTIAL Exhibit J	Consent Assessment of Civil Penalty
Exhibit K	Public Notice Regarding Grant of Special Temporary Authority
CONFIDENTIAL Exhibit L	Outage Ticket History
Exhibit M	Washington Utilities and Transportation Commission News Release
CONFIDENTIAL Exhibit N	ENA Healthcare Services, LLC (U-7075-C) Citation
CONFIDENTIAL Exhibit O	ENA Healthcare Services, LLC (U-7075-C) Citation Resolution
CONFIDENTIAL Exhibit P	Zayo Group, LLC (U-6102-C) Citation Resolution
CONFIDENTIAL Exhibit Q	Zayo Group, LLC (U-1450-C) Citation

CONFIDENTIAL Exhibit R

Zayo Group, LLC (U-1450-C) Citation
Resolution

Exhibit S

Resumes of Applicant's Officers

EXHIBIT A

Verified Complaint Service Letter



The Office of
Minnesota Attorney General Keith Ellison
helping people afford their lives and live with dignity and respect • www.ag.state.mn.us

November 29, 2022

VIA U.S. MAIL & EDOCKETS

Zayo Group, LLC
c/o Mike Mooney
1821 30th Street, Suite A
Boulder, CO 80301-8030

Zayo Group, LLC
2345 Rice Street
Suite 230
Roseville, MN 55113-5603

Re: *Minnesota Department of Commerce v. Zayo Group, LLC*
Docket No. _____

Dear Mr. Mooney:

Enclosed and served upon you, on behalf of the Minnesota Department of Commerce, is a copy of the Verified Complaint of the Minnesota Department of Commerce in the above-referenced matter.

Sincerely,

/s/ **Richard Dornfeld**

RICHARD DORNFELD

Assistant Attorney General

(651) 757-1327 (Voice)

(651) 297-1235 (Fax)

richard.dornfeld@ag.state.mn.us

Attorney for Minnesota Department of Commerce

cc: Enclosed service list

DECLARATION OF SERVICE

Re: *Minnesota Department of Commerce v. Zayo Group, LLC*
Docket No. _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

I, Ann Kirlin, hereby state that on November 29, 2022, I filed, by electronic eDockets, the attached **Verified Complaint of the Minnesota Department of Commerce**, and eServed or sent by U.S. Mail, as noted, to all parties on the attached service list.

See attached service list.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

/s/ Ann Kirlin
ANN KIRLIN

Electronic Service List

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
Kristin	Berkland	kristin.berkland@ag.state.mn.us	Office of the Attorney General-RUD	445 Minnesota Street Bremer Tower, Suite 1400 St. Paul, MN 55101	Electronic Service	No
James	Casswell	jcasswell@zayo.com	Zayo Bandwidth, LLC	400 Centennial Parkway STE 200 Louisville, Colorado 80027	Electronic Service	No
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	No
Richard	Dornfeld	Richard.Dornfeld@ag.state.mn.us	Office of the Attorney General-DOC	Minnesota Attorney General's Office 445 Minnesota Street, Suite 1800 Saint Paul, Minnesota 55101	Electronic Service	No
Greg	Doyle	greg.doyle@state.mn.us	Department of Commerce	Suite 50085 Seventh Place East St. Paul, MN 551012198	Electronic Service	No
Lisa	Gonzalez	Lisa.Gonzalez@state.mn.us	Department of Commerce	85 7th Place East Ste 280 St. Paul, MN 55101	Electronic Service	No
Joy	Gullikson	joy.gullikson@state.mn.us	Department of Commerce	85 7th Place East Ste 500 Saint Paul, MN 55101-2198	Electronic Service	No
Lauren	Lantero	lauren.lantero@zayo.com	Zayo Group Holdings, Inc.	1821 30th St Unit A Boulder, CO 80301	Electronic Service	No
William	McConnell	william.mcconnell@zayo.com	Zayo Group, LLC	1401 Wynkoop St Ste 500 Denver, CO 80202	Electronic Service	No
Greg	Merz	greg.merz@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	No
Michael	Mooney	mike.mooney@zayo.com	Zayo Group	1821 30th St Unit A Boulder, CO 80301	Electronic Service	No
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the	1400 BRM Tower 445 Minnesota St	Electronic Service	No

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
			Attorney General-RUD	St. Paul, MN 551012131		
Amy	Rowe	amy.rowe@zayo.com	Zayo Bandwidth, LLC	400 Centennial Pkwy Suite 200 Louisville, CO 80027	Electronic Service	No
James	Simonelli	regulatorytax@zayo.com	Zayo Group, LLC	1401 Wynkoop St Ste 500 Denver, CO 80202	Electronic Service	No

The following were served via U.S. mail:

Zayo Group, LLC
c/o Mike Mooney
1821 30th Street, Suite A
Boulder, CO 80301–8030

Zayo Group, LLC
2345 Rice Street
Suite 230
Roseville, MN 55113–5603

EXHIBIT B

Verified Complaint

**MINNESOTA PUBLIC UTILITIES COMMISSION
SUITE 350
121 SEVENTH PLACE EAST
ST. PAUL, MINNESOTA 55101-2147**

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

Minnesota Department of Commerce,

Docket No. _____

Complainant,

**VERIFIED COMPLAINT
OF THE MINNESOTA
DEPARTMENT OF COMMERCE**

vs.

Zayo Group, LLC,

Respondent.

The Minnesota Department of Commerce, for its verified complaint, pursuant to Minn. R. 7829.1700-.1800 (2021), against Respondent Zayo Group, LLC, states as follows

SUMMARY OF CASE

1. This case concerns violations of law arising from Zayo Group, LLC, disconnecting a connection with a 911 selective router without first obtaining Commission approval. Zayo's actions violated Minnesota law and interfered with, and threatens to continue to interfere with, the proper functionality of the 911 system and deprive Minnesota customers of full access to the 911 network.

2. The Commerce brings this verified complaint to obtain a Commission order that expressly prohibits Zayo from disconnecting any connection with another telephone company or telecommunications carrier without first obtaining Commission approval, as clearly required by the Commission's rules. Further, given the potential harm to public safety resulting from Zayo's

decision to terminate a circuit connecting a local exchange carrier central office with a 911 selective router, Commerce requests the Commission consider whether to refer the matter to the Attorney General for the pursuit of penalties.

THE PARTIES

3. Commerce is the state agency responsible for enforcing the laws, rules, and orders of the Minnesota Public Utilities Commission. Commerce is responsible for the enforcement of Minnesota Statute chapters 216A, 216B and 237, as well as any orders of the Commission issued pursuant to those chapters. Minn. Stat. § 216A.07, subd. 2 (2020). Commerce is located at 121 Seventh Place East, Suite 280, St. Paul, MN 55101-2198.

4. Respondent Zayo is a competitive local exchange carrier (CLEC) with local facility-based authority.¹ “A certificate to provide local facilities-based service authorizes the provision of all forms of local service, interexchange service, and local niche service in Minnesota.” Minn. R. 7812.0200, subp. 2 (2021). Based on the records of the Minnesota Secretary of State, Zayo’s principal executive office address is 1821 30th Street, Suite A, Boulder, CO 80301–8030 and Mike Mooney is identified as its manager. Zayo’s registered office address is 2345 Rice Street, Suite 230, Roseville, MN 55113.

FACTS

5. Among other services, Zayo provides transport to Minnesota local exchange carriers, including transport that carries 911 calls originated by the carriers’ customers, sometimes referred to as “911 ingress service.”

¹ *In re Appl. of Zayo Group LLC for a Certificate of Auth. to Provide Local, Long Distance, & Local Niche Servs.*, Docket No. P-6854/NA-11-103, ORDER (Mar. 7, 2011) (eDocket No. 20113-60144-01).

6. The Department of Public Safety is the state agency responsible for managing and maintaining the 911 system. On or about April 12, 2022, DPS made Commerce aware of a dispute with Zayo concerning circuits used in the provision of 911 service. The issue concerned: (1) Zayo's lengthy disconnection of a circuit between CenturyLink's central office in Spencer, Iowa, (serving Minnesota customers) and the Ruthton legacy selective router, which is used to route calls to the Jackson County public safety answering point (PSAP); and (2) Zayo's threats to disconnect two circuits in Princeton, Minnesota, that serve the Mille Lacs PSAP.

7. The selective router is a switch that routes the 911 calls received from the local exchange carrier serving the end user originating the 911 call to the PSAP serving that end user's location. The PSAP is then responsible for dispatching the appropriate first responders to provide emergency assistance to the caller.

8. As a result of Zayo's disconnection of the circuit that connected the CenturyLink Spencer central office with the Ruthton legacy selective router, 911 calls from Minnesota customers served by the CenturyLink Spencer central office could not be routed to the PSAP in the standard manner. Rather than being delivered to the PSAP on a dedicated 911 line, those calls were routed to the PSAP via a 10-digit administrative line.

9. Calls delivered to a PSAP on an administrative line do not provide the PSAP with the call back and location information that is provided via a 911 line. Additionally, a PSAP generally does not give a call that it receives on an administrative line the same heightened attention that it gives a call it receives on a 911 line. Thus, while CenturyLink customers served by the Spencer central office could still place calls by dialing 911, the functionality of the customers' 911 access was substantially diminished.

10. Commerce intervened in the matter of the disconnected circuit to the Ruthton selective router. The agency informed Zayo that CLECs must obtain prior Commission approval before discontinuing a service or physical connection to a telephone company or a telecommunications carrier if end users would be deprived of service, including access to 911, because of the discontinuance or disconnection. Minn. R. 7812.2210, subp. 11. In response, Zayo reconnected the circuit.

11. Zayo's disconnection of the 911 transport circuits connecting CenturyLink's Spencer central office with the Ruthton selective router was apparently the result of a payment dispute. This dispute has not been resolved. In response to an inquiry from Commerce, Zayo acknowledged that it did not seek Commission approval prior to disconnecting the 911 circuit.

12. Minnesota law requires DPS to have a contract with a carrier in order to compensate that carrier for routing 911 traffic. *See* Minn. Stat. § 403.025, subd. 7 (2020).

13. To assure the continued availability of circuits that transport 911 traffic and the ongoing availability of full 911 access, DPS has attempted to negotiate a contract with Zayo to enable the payment of compensation for the transport of 911 calls. As a precursor to negotiating such a contract, DPS has requested that Zayo provide an inventory of the specific circuits used to provide service for which compensation should be paid.

14. Despite numerous requests from DPS, Zayo has failed to provide a circuit inventory and has otherwise refused to engage with DPS regarding a contract.

VIOLATIONS OF LAW

15. Commerce incorporates paragraphs one through fourteen by reference.

16. Zayo's disconnection of the circuit between CenturyLink's central office in Spencer, Iowa, and the selective router in Ruthton, Minnesota, caused customers to lose access to full 911 emergency services.

17. Zayo's disconnection of the circuit between CenturyLink's central office in Spencer, Iowa, and the selective router in Ruthton, Minnesota, caused customers to lose access to full 911 emergency services in violation of Minn. Stat. § 237.74, subd. 9, which states:

If a physical connection exists between a telephone exchange system operated by a telephone company and the toll line or lines operated by a telecommunications carrier, neither of the companies shall have the connection severed or the service between the companies discontinued without first obtaining an order from the commission upon an application for permission to discontinue the physical connection.

18. Zayo's disconnection of the 911 transport circuits serving CenturyLink's Spencer central office also violated Minn. R. 7812.2210, subp. 11, which states in part:

[A] CLEC must obtain prior commission approval before discontinuing a service or physical connection to a telephone company or a telecommunications carrier if end users would be deprived of service because of the discontinuance or disconnection.

19. Zayo has ignored requests to engage in negotiations with the DPS for a contract authorizing cost recovery for 911 transport and, as a result, 911 services in other parts of the state are at risk. Minn. Stat. § 403.025, subd. 7.

REQUEST FOR RELIEF

WHEREFORE, Commerce, requests that the Commission:

1. Find that the disconnection by Zayo of the circuit between CenturyLink's central office in Spencer, Iowa, and the selective router in Ruthton, Minnesota, created a public safety risk for Minnesota customers, due to Zayo's failure to comply with Minn. Stat. § 237.74, subd. 9, and Minn. R. 7812.2210, subp. 11.

2. Prohibit Zayo from disconnecting connections with any telephone service provider with a certificate of authority from the Commission, without first obtaining Commission approval, unless Zayo has clearly established that end users would not be deprived of service because of the discontinuance or disconnection, as required under Minn. Stat. § 237.74, subd. 9, and Minn. R. 7812.2210, subp. 11.

3. Determine whether the violation of statute and Commission rules merit referral to the Attorney General for the pursuit of penalties under Minn. Stat. § 237.461.

4. Direct Zayo to cooperate and resolve negotiations with DPS on cost recovery for such circuits used in the provision of 911 service. If terms for continuation of circuits and cost recovery cannot be resolved, the matter should be brought to the Commission for resolution.

5. Grant further relief as the Commission may find appropriate.

Dated: November 29, 2022

Respectfully submitted,

Keith Ellison
State of Minnesota
Attorney General

/s/ **Richard Dornfeld**

RICHARD DORNFELD
Assistant Attorney General
Attorney Reg. No. 0401204

445 Minnesota Street, Suite 1400
St. Paul, MN 55101-2131
(651) 757-1327 (Voice)
(651) 297-1235 (Fax)
richard.dornfeld@ag.state.mn.us

ATTORNEY FOR DEPARTMENT OF
COMMERCE

VERIFICATION

I, Gregory Doyle, am employed as manager of the Department of Commerce, Telecommunications Unit, and state under penalty of perjury that the facts set forth in this attached Complaint are true to the best of my knowledge.

Dated: November 29, 2022

/s/ **Gregory Doyle**
GREGORY DOYLE

EXHIBIT C

MPUC Notice of Comment Period

NOTICE OF COMMENT PERIOD

Issued: December 6, 2022

In the Matter of a Verified Complaint Initiated by the Minnesota Department of Commerce (DOC) Regarding Violations of Law Arising from the Disconnection of a Connection with a 911 Selective Router without First Obtaining Commission Approval by Zayo Group, LLC.

PUC Docket Number(s): P6854/C-22-609

Comment Period: Initial comment period closes December 27, 2022 at 4:30pm

Reply comment period closes January 6, 2023 at 4:30pm

Comments received after the close of the comment period may or may not be considered by the Commission.

Issue: Should the Commission open an investigation of the matters alleged in the DOC complaint?

Topic(s) Open for Comment:

- Does the Commission have jurisdiction over the matters alleged in the complaint?
- Are there reasonable grounds to investigate the allegation?
- If the Commission opens an investigation, should a contested case, informal, expedited, or some other proceeding be used and why?
- Are there other issues or concerns related to this matter?

Background

On May 27, 2022, Minnesota Department of Commerce (DOC) filed a Verified Complaint pursuant to [Minn. R. 7829.1700-.1800](#), against Zayo Group, LLC. The Complaint concerns violations of law ([Minn. Stat. § 237.74, subd. 9](#) and [Minn. R. 7812.2210, subp. 11](#)) arising from Zayo Group, LLC, disconnecting a connection with a 911 selective router without first obtaining Commission approval. DOC alleges that Zayo's actions violated Minnesota law and interfered with, and threatens to continue to interfere with, the proper functionality of the 911 system and deprive some Minnesota customers of full access to the 911 network.

Filing Requirements: Utilities, telecommunications carriers, official parties, and state agencies are **required** to efile documents using the Commission's electronic filing system (eFiling). All parties, participants, and interested persons are encouraged to use eFiling at:

<https://www.edockets.state.mn.us/EFiling>

Full Case Record: See all documents filed in this matter on the Commission's website at: mn.gov/puc/edockets, select *Go to eDockets Project Database*, enter the year (22) and the docket number (609), and select *Search*.

Subscribe: To receive email notification when new documents are filed in this matter visit: <https://www.edockets.state.mn.us/EFiling> and select *Subscribe to Dockets*.

Questions about this docket or Commission process and procedure? Contact Commission staff, Marc Fournier, at marc.fournier@state.mn.us or 651-201-2214.

Change your mailing preferences: Email docketing.puc@state.mn.us or call Leesa Norton at 651-201-2246.

To request this document in another format such as large print or audio, call 651-296-0406 (voice). Consumers with a hearing or speech impairment may call using their preferred Telecommunications Relay Service or email consumer.puc@state.mn.us for assistance.

CERTIFICATE OF SERVICE

I, Chrishna Beard, hereby certify that I have this day, served a true and correct copy of the following document to all persons at the addresses indicated below or on the attached list by electronic filing, electronic mail, courier, interoffice mail or by depositing the same enveloped with postage paid in the United States mail at St. Paul, Minnesota.

Minnesota Public Utilities Commission NOTICE OF COMMENT PERIOD

Docket Number **P6854/C-22-609**

Dated this 6th day of December, 2022

/s/ Chrishna Beard

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Kristin	Berkland	kristin.berkland@ag.state.mn.us	Office of the Attorney General-RUD	445 Minnesota Street Bremer Tower, Suite 1400 St. Paul, MN 55101	Electronic Service	No	OFF_SL_22-609_C-22-609
James	Casswell	jcasswell@zayo.com	Zayo Bandwidth, LLC	400 Centennial Parkway STE 200 Louisville, Colorado 80027	Electronic Service	No	OFF_SL_22-609_C-22-609
Linda	Chavez	linda.chavez@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 55101-2198	Electronic Service	No	OFF_SL_22-609_C-22-609
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_22-609_C-22-609
Richard	Dornfeld	Richard.Dornfeld@ag.state.mn.us	Office of the Attorney General-DOC	Minnesota Attorney General's Office 445 Minnesota Street, Suite 1800 Saint Paul, Minnesota 55101	Electronic Service	No	OFF_SL_22-609_C-22-609
Greg	Doyle	greg.doyle@state.mn.us	Department of Commerce	Suite 50085 Seventh Place East St. Paul, MN 551012198	Electronic Service	No	OFF_SL_22-609_C-22-609
Lisa	Gonzalez	Lisa.Gonzalez@state.mn.us	Department of Commerce	85 7th Place East Ste 280 St. Paul, MN 55101	Electronic Service	No	OFF_SL_22-609_C-22-609
Joy	Gullikson	joy.gullikson@state.mn.us	Department of Commerce	85 7th Place East Ste 500 Saint Paul, MN 55101-2198	Electronic Service	No	OFF_SL_22-609_C-22-609
Lauren	Lantero	lauren.lantero@zayo.com	Zayo Group Holdings, Inc.	1821 30th St Unit A Boulder, CO 80301	Electronic Service	No	OFF_SL_22-609_C-22-609
William	McConnell	william.mcconnell@zayo.com	Zayo Group, LLC	1401 Wynkoop St Ste 500 Denver, CO 80202	Electronic Service	No	OFF_SL_22-609_C-22-609

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Greg	Merz	greg.merz@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	No	OFF_SL_22-609_C-22-609
Michael	Mooney	mike.mooney@zayo.com	Zayo Group	1821 30th St Unit A Boulder, CO 80301	Electronic Service	No	OFF_SL_22-609_C-22-609
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_22-609_C-22-609
Amy	Rowe	amy.rowe@zayo.com	Zayo Bandwidth, LLC	400 Centennial Pkwy Suite 200 Louisville, CO 80027	Electronic Service	No	OFF_SL_22-609_C-22-609
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th Pl E Ste 350 Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_22-609_C-22-609
James	Simonelli	regulatorytax@zayo.com	Zayo Group, LLC	1401 Wynkoop St Ste 500 Denver, CO 80202	Electronic Service	No	OFF_SL_22-609_C-22-609
Jason	Topp	jason.topp@lumen.com	CenturyLink Communications, LLC	200 S 5th St Ste 2200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_22-609_C-22-609
Dana	Wahlberg	dana.wahlberg@state.mn.us	Department of Public Safety	Town Square Ste 137 444 Cedar St St. Paul, MN 551015126	Electronic Service	No	OFF_SL_22-609_C-22-609

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Steve	Albrecht	Steve.Albrecht@shakopee.dakota.org	Shakopee Mdewakanton Sioux Community	Shakopee Mdewakanton Sioux Community 2330 Sioux Trail NW Prior Lake, MN 55372	Electronic Service	No	SPL_SL__Tribal Government Contacts
Keith	Anderson	keith.anderson@shakopee.dakota.org	Shakopee Mdewakanton Sioux Community	Shakopee Mdewakanton Sioux Community 2330 Sioux Trail NW Prior Lake, MN 55372	Electronic Service	No	SPL_SL__Tribal Government Contacts
Melanie	Benjamin	melanie.benjamin@millelacsband.com	Mille Lacs Band of Ojibwe	43408 Odena Drive Onamia, MN 56359	Electronic Service	No	SPL_SL__Tribal Government Contacts
Hunter	Boldt	hunterboldt@redlakenation.org	Red Lake Nation	15484 Migizi Drive Red Lake, MN 56671	Electronic Service	No	SPL_SL__Tribal Government Contacts
Sheldon	Boyd	sheldon.boyd@millelacsband.com	Mille Lacs Band of Ojibwe	43408 Odena Drive Onamia, MN 56359	Electronic Service	No	SPL_SL__Tribal Government Contacts
Scott	Buchanan	ScottBuchanan@fdirez.com	Fond du Lac Band of Lake Superior Chippewa	1720 Big Lake Road Cloquet, MN 55720	Electronic Service	No	SPL_SL__Tribal Government Contacts
Shelley	Buck	shelley.buck@piic.org	Prairie Island Indian Community	Prairie Island Indian Community 5636 Sturgeon Lake Road Welch, MN 55089	Electronic Service	No	SPL_SL__Tribal Government Contacts
Robert	Budreau	robert.budreau@llojibwe.net	Leech Lake Band of Ojibwe	190 Sailstar Drive NW Cass Lake, MN 56633	Electronic Service	No	SPL_SL__Tribal Government Contacts
Cathy	Chavers	cchavers@boisfortensn.gov	Bois Forte Band of Chippewa	Bois Forte Tribal Government 5344 Lakeshore Drive Nett Lake, MN 55772	Electronic Service	No	SPL_SL__Tribal Government Contacts
Michael	Childs, Jr.	michael.childsjr@piic.org	Prairie Island Indian Community	Prairie Island Indian Community 5636 Sturgeon Lake Road Welch, MN 55089	Electronic Service	No	SPL_SL__Tribal Government Contacts

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Sean	Copeland	seancopeland@fdlrez.com	Fond du Lac Band of Lake Superior Chippewa	1720 Big Lake Rd Cloquet, MN 55720	Electronic Service	No	SPL_SL__Tribal Government Contacts
Rebecca	Crooks Stratton	Rebecca.Crooks-Stratton@ShakopeeDakota.org	Shakopee Mdewakanton Sioux Community	Shakopee Mdewakanton Sioux Community 2330 Sioux Trail NW Prior Lake, MN 55372	Electronic Service	No	SPL_SL__Tribal Government Contacts
Miyah	Danielson	MiyahDanielson@FDLREZ.COM	Fond du Lac Band of Lake Superior Chippewa	1720 Big Lake Road Cloquet, MN 55720	Electronic Service	No	SPL_SL__Tribal Government Contacts
Jason	Decker	jason.decker@llojibwe.net	Leech Lake Band of Ojibwe	190 Sailstar Drive NW Cass Lake, MN 56633	Electronic Service	No	SPL_SL__Tribal Government Contacts
Bobby	Deschampe	robertdeschampe@grandportage.com	Grand Portage Band of Lake Superior Chippewa	PO Box 428 Grand Portage, MN 55605	Electronic Service	No	SPL_SL__Tribal Government Contacts
Shane	Drift	sdrift@boisforte-nsn.gov	Bois Forte Band of Chippewa	Bois Forte Tribal Government 5344 Lakeshore Drive Nett Lake, MN 55772	Electronic Service	No	SPL_SL__Tribal Government Contacts
Wally	Dupuis	WallyDupuis@fdlrez.com	Fond du Lac Band of Lake Superior Chippewa	1720 Big Lake Road Cloquet, MN 55720	Electronic Service	No	SPL_SL__Tribal Government Contacts
Kevin	Dupuis, Sr.	kevindupuis@fdlrez.com	Fond du Lac Development Corp.	Reservation Business Committee 1720 Big Lake Rd Cloquet, MN 55720	Electronic Service	No	SPL_SL__Tribal Government Contacts
Jamie	Edwards	jamie.edwards@millelacsband.com	Mille Lacs Band of Ojibwe	43408 Oodena Drive Onamia, MN 56358	Electronic Service	No	SPL_SL__Tribal Government Contacts

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Michael	Fairbanks	Michael.Fairbanks@whitearth-nsn.gov	White Earth Reservation Business Committee	PO Box 418 White Earth, MN 56591	Electronic Service	No	SPL_SL__Tribal Government Contacts
Kyle	Fairbanks	N/A	Leech Lake Band of Ojibwe	190 Sailstar Drive NW Cass Lake, MN 56633	Paper Service	No	SPL_SL__Tribal Government Contacts
Leonard	Fineday	N/A	Leech Lake Bank of Ojibwe	190 Sailstar Drive NW Cass Lake, MN 56633	Paper Service	No	SPL_SL__Tribal Government Contacts
Irene	Folstrom	irene.folstrom@llojibwe.net	Leech Lake Band of Ojibwe	N/A	Electronic Service	No	SPL_SL__Tribal Government Contacts
Henry	Fox	N/A	White Earth Nation	PO Box 418 White Earth, MN 56569	Paper Service	No	SPL_SL__Tribal Government Contacts
Gary	Frazer	gfrazier@mnchippewatribe.org	Minnesota Chippewa Tribe	PO Box 217 Cass Lake, MN 56633	Electronic Service	No	SPL_SL__Tribal Government Contacts
Shannon	Geshick	shannon.geshick@state.mn.us	Minnesota Indian Affairs Council (MIAC)	N/A	Electronic Service	No	SPL_SL__Tribal Government Contacts
Tara	Geshick	N/A	Bois Forte Band of Chippewa Tribal Government	5344 Lakeshore Drive Nett Lake, MN 55772	Paper Service	No	SPL_SL__Tribal Government Contacts
Robbie	Goggleye	rgoggleye@boisforte-nsn.gov	Bois Forte Band of Chippewa	Bois Forte Tribal Government 5344 Lakeshore Drive Nett Lake, MN 55772	Electronic Service	No	SPL_SL__Tribal Government Contacts
Jeremy	Hamilton	jhamilton@uppersiouxcommunity-nsn.gov	Upper Sioux Community	Upper Sioux Community PO Box 147 Granite Falls, MN 56241	Electronic Service	No	SPL_SL__Tribal Government Contacts
Amy	Hastings	amyh@uppersiouxcommunity-nsn.gov	Upper Sioux Community	5722 Travers Lane PO Box 147 Granite Falls, MN 56241	Electronic Service	No	SPL_SL__Tribal Government Contacts

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Annie	Jackson	Cheryl.Jackson@whiteearth-nsn.gov	White Earth Nation	White Earth Tribal Headquarters 35500 Eagle View Road Ogemo, MN 56569	Electronic Service	No	SPL_SL__Tribal Government Contacts
Faron	Jackson, Sr.	faron.jackson@llojibwe.net	Leech Lake Band of Ojibwe	190 Sailstar Drive NW Cass Lake, MN 56633	Electronic Service	No	SPL_SL__Tribal Government Contacts
Kevin	Jensvold	kevinj@uppersiouxcommunity-nsn.gov	Upper Sioux Community	PO Box 147 Granite Falls, MN 56241-0147	Electronic Service	No	SPL_SL__Tribal Government Contacts
Johnny	Johnson	Johnny.Johnson@piic.org	Prairie Island Indian Community	5636 Sturgeon Lake Road Welch, MN 55089	Electronic Service	No	SPL_SL__Tribal Government Contacts
Jody	Johnson	jody.johnson@piic.org	Prairie Island Indian Community	5636 Sturgeon Lake Rd Welch, MN 55089	Electronic Service	No	SPL_SL__Tribal Government Contacts
Mike	Laroque	N/A	White Earth Nation	PO Box 418 White Earth, MN 56591	Paper Service	No	SPL_SL__Tribal Government Contacts
Robert L	Larsen	robert.larsen@lowersioux.com	Lower Sioux Indian Community	PO Box 308 39527 Reservation Highway 1 Morton, MN 56270	Electronic Service	No	SPL_SL__Tribal Government Contacts
Vernelle	Lussier	N/A	Red Lake Nation	Red Lake Nation 15484 Migizi Drive Red Lake, MN 56671	Paper Service	No	SPL_SL__Tribal Government Contacts
Shena	Matrious	Shena.Matrious@millelacsband.com	Mille Lacs Band of Ojibwe	43408 Oodena Drive Onamia, MN 56349	Electronic Service	No	SPL_SL__Tribal Government Contacts

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
April	McCormick	aprlm@grandportage.com	Grand Portage Band of Lake Superior Chippewa	PO Box 428 Grand Portage, MN 55605	Electronic Service	No	SPL_SL__Tribal Government Contacts
Valentina	Mgeni	Valentina.Mgeni@pic.org	Prairie Island Indian Community	Prairie Island Indian Community 5636 Sturgeon Lake Road Welch, MN 55089	Electronic Service	No	SPL_SL__Tribal Government Contacts
Cole W.	Miller	cole.miller@shakopeedakota.org	Shakopee Mdewakanton Sioux Community	Shakopee Mdewakanton Sioux Community 2330 Sioux Trail NW Prior Lake, MN 55372	Electronic Service	No	SPL_SL__Tribal Government Contacts
Allison	Mitchell	allisonmitchell@fdlrez.com	Fond du Lac Band of Lake Superior Chippewa	1720 Big Lake Road Cloquet, MN 55720	Electronic Service	No	SPL_SL__Tribal Government Contacts
Travis	Morrison	travis.morrison@boisfortensn.gov	Bois Forte Band of Chippewa	Bois Forte Tribal Government 5344 Lakeshore Drive Nett Lake, MN 55772	Electronic Service	No	SPL_SL__Tribal Government Contacts
Robert	Moyer, Jr.	N/A	Bois Forte Band of Chippewa Tribal Government	5344 Lakeshore Drive Nett Lake, MN 55772	Paper Service	No	SPL_SL__Tribal Government Contacts
Sonny	Myers	smyers@1854treatyauthority.org	1854 Treaty Authority	4428 Haines Rd Duluth, MN 55811-1524	Electronic Service	No	SPL_SL__Tribal Government Contacts
Joseph	OBrien	joey.obrien@lowersioux.com	Lower Sioux Indian Community	39527 Highway 1 Morton, MN 56270	Electronic Service	No	SPL_SL__Tribal Government Contacts
Kevin	OKeefe	kevin.okeefe@lowersioux.com	Lower Sioux Indian Community	39527 Highway 1 Morton, MN 56270	Electronic Service	No	SPL_SL__Tribal Government Contacts

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Earl	Pendleton	earl.pendleton@lowersioux.com	Lower Sioux Indian Community	39527 Highway 1 Morton, MN 56270	Electronic Service	No	SPL_SL__Tribal Government Contacts
Joe	Plumer	joe.plumer@redlakenation.org	Red Lake Nation	Red Lake Nation 15484 Migizi Drive Red Lake, MN 56671	Electronic Service	No	SPL_SL__Tribal Government Contacts
Robert	Prescott	robert.prescott@lowersioux.com	Lower Sioux Indian Community	39527 Highway 1 Morton, MN 56270	Electronic Service	No	SPL_SL__Tribal Government Contacts
Bill	Rudnicki	bill.rudnicki@shakopeedakota.org	Shakopee Mdewakanton Sioux Community	Shakopee Mdewakanton Sioux Community 2330 Sioux Trail NW Prior Lake, MN 55372	Electronic Service	No	SPL_SL__Tribal Government Contacts
Miranda	Sam	Miranda.Sam@lowersioux.com	Lower Sioux Indian Community	39527 Reservation Highway 1 PO Box 308 Morton, MN 56270	Electronic Service	No	SPL_SL__Tribal Government Contacts
Adam	Savariego	adams@uppersiouxcommunity-nsn.gov	Upper Sioux Community	5722 Travers Lane PO Box 147 Granite Falls, MN 56241	Electronic Service	No	SPL_SL__Tribal Government Contacts
Jessie	Seim	jessie.seim@pic.org	Prairie Island Indian Community	5636 Sturgeon Lake Rd Welch, MN 55089	Electronic Service	No	SPL_SL__Tribal Government Contacts
Darrell	Seki, Sr.	dseki@redlakenation.org	Red Lake Nation	Red Lake Nation 15484 Migizi Drive Red Lake, MN 56671	Electronic Service	No	SPL_SL__Tribal Government Contacts
Nizhoni	Smith	nizhoni.smith@lowersioux.com	Lower Sioux Indian Community	PO Box 308 39527 Reservation Highway 1 Morton, MN 56270	Electronic Service	No	SPL_SL__Tribal Government Contacts

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Joel	Smith	jsmith@mnchippewatribe.org	Minnesota Chippewa Tribe	PO Box 217 Cass Lake, MN 56633	Electronic Service	No	SPL_SL__Tribal Government Contacts
Roger	Smith, Sr.	RogerMSmithSr@fdlrez.com	Fond du Lac Band of Lake Superior Chippewa	1720 Big Lake Road Cloquet, MN 55720	Electronic Service	No	SPL_SL__Tribal Government Contacts
Eugene	Sommers	N/A	White Earth Nation	PO BOX 418 White Earth, MN 56591	Paper Service	No	SPL_SL__Tribal Government Contacts
Marie	Spry	mariespry@grandportage.com	Grand Portage Band of Lake Superior Chippewa	PO Box 428 Grand Portage, MN 55605	Electronic Service	No	SPL_SL__Tribal Government Contacts
LeRoy	Staples Fairbanks III	leroy.fairbanks@lojibwe.net	Leech Lake Band of Ojibwe	190 Sailstar Drive NW Cass Lake, MN 56633	Electronic Service	No	SPL_SL__Tribal Government Contacts
Toby	Stephens	N/A	Grand Portage Band of Lake Superior Chippewa	PO BOX 428 Grand Portage, MN 55605	Paper Service	No	SPL_SL__Tribal Government Contacts
Samuel	Strong	Sam.strong@redlakenation.org	Red Lake Nation	Red Lake Nation 15484 Migizi Drive Red Lake, MN 56671	Electronic Service	No	SPL_SL__Tribal Government Contacts
Camille	Tanhoff	kamip@uppersiouxcommunity-nsn.gov	Upper Sioux Community	5722 Travers Lane PO BOX 147 Granite Falls, MN 56241	Electronic Service	No	SPL_SL__Tribal Government Contacts
Caralyn	Trutna	carrie@uppersiouxcommunity-nsn.gov	Upper Sioux Community	Upper Sioux Community P.O. Box 147 Granite Falls, MN 55372	Electronic Service	No	SPL_SL__Tribal Government Contacts
Heather	Westra	heather.westra@pic.org	Prairie Island Indian Community	5636 Sturgeon Lake Rd Welch, MN 55089	Electronic Service	No	SPL_SL__Tribal Government Contacts

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Steve	White	steve.white@llojbwe.net	Leech Lake Band of Ojibwe	190 Sailstar Drive NW Cass Lake, MN 56633	Electronic Service	No	SPL_SL__Tribal Government Contacts
Cody	Whitebear	cody.whitebear@piic.org	Prairie Island Indian Community	5636 Sturgeon Lake Road Welch, MN 55089	Electronic Service	No	SPL_SL__Tribal Government Contacts
Virgil	Wind	virgil.wind@millelacsband.com	Mille Lacs Band of Ojibwe	43408 Oodena Drive Onamia, MN 56359	Electronic Service	No	SPL_SL__Tribal Government Contacts
Laurie	York	laurie.york@whiteearth-nsn.gov	White Earth Reservation Business Committee	PO Box 418 White Earth, MN 56591	Electronic Service	No	SPL_SL__Tribal Government Contacts

EXHIBIT D

Zayo Group, LLC Comments to Verified Complaint

Morgan Lewis

Russell M. Blau

Joshua M. Bobeck

Brett P. Ferenchak

russell.blau@morganlewis.com

joshua.bobeck@morganlewis.com

brett.ferenchak@morganlewis.com

December 27, 2022

VIA E-FILING

Will Seuffert, Executive Secretary
Minnesota Public Utilities Commission
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2147

Re: In the Matter of the Verified Complaint Initiated by the Minnesota Department of Commerce (DOC), PUC Docket Number P6854/C-22-609

Dear Mr. Seuffert:

Enclosed via e-Filing, please find the initial comments on behalf of Zayo Group, LLC in the above captioned docket. By copy of this letter, all parties have been served, and a certificate of service is appended to Zayo's comments.

With respect to the service list for this proceeding please include the undersigned counsel at Morgan Lewis and the following Zayo personnel:

Mike Mooney (mike.mooney@zayo.com)

Lauren Lantero (lauren.lantero@zayo.com)

Brittany McNamara (Brittany.mcnamara@zayo.com)

No other Zayo personnel need be included on the service list for this proceeding and all Zayo personnel and counsel consent to the receipt of electronic service.

Respectfully submitted,

/s/ Joshua M. Bobeck

Russell M. Blau

Joshua M. Bobeck

Brett P. Ferenchak

Counsel to Zayo Group, LLC

Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, NW
Washington, DC 20004
United States

 +1.202.739.3000
 +1.202.739.3001

**BEFORE THE STATE OF MINNESOTA
PUBLIC UTILITIES COMMISSION**

**KATIE SIEBEN
JOSEPH K. SULLIVAN
VALERIE MEANS
MATTHEW SCHUERGER
JOHN TUMA**

**CHAIR
VICE CHAIR
COMMISSIONER
COMMISSIONER
COMMISSIONER**

In the Matter of a Verified Complaint Initiated)
by the Minnesota Department of Commerce)
(DOC) Regarding Violations of Law Arising)
from the Disconnection of a Connection with a)
911 Selective Router without First Obtaining)
Commission Approval by Zayo Group, LLC)

MPUC Docket No: P6854/C-22-609

COMMENTS OF ZAYO GROUP, LLC

Zayo Group, LLC (“Zayo”) submits these comments in response to the Commission’s December 6, 2022 Notice of Comment Period¹ asking whether the Commission should open an investigation into the matters alleged in the Verified Complaint submitted by the Minnesota Department of Commerce (“the Department”) on November 29, 2022.²

INTRODUCTION

Zayo is certificated as a telecommunications carrier in Minnesota. Specifically, Zayo holds operational Certificates of Authority (“CoA”) to provide local niche and interexchange

¹ Notice of Comment Period (Dec. 6, 2022) (eDocket No. 202211-190936-01). The Notice erroneously states the Department’s Complaint was filed on May 27, 2022. The Complaint and Certificate of Service is dated November 29, 2022.

² Minnesota Department of Commerce Verified Complaint (Nov. 29, 2022) (eDocket No. 202211-190936-01).

services and a *conditional* Certificate of Authority to provide local exchange service.³ It is an independent provider of light-speed data transmission infrastructure, with dense, high-quality fiber networks connecting every major market in North America. Zayo does not itself provide 911 emergency services or operate any of the selective routers involved in supporting such services and is not an originating service provider. As a provider of high speed fiber networks, however, Zayo has contracted with companies, including in Minnesota, that provide the intelligence in 911 systems to provide the connectivity needed to complete 911 calls. Zayo is committed to providing such network connectivity upon request, consistent with its obligation as a licensed telecommunications carrier.

As explained in these comments, the Department’s attempt to lay the blame for 911 outages in Jackson County on Zayo is a gross oversimplification of a complicated 911 network that includes numerous companies, such as Independent Emergency Services (IES), Lumen, Inteliquent, Woodstock Telephone, and Aureon (an Iowa carrier). As evident below, all of these parties were to a certain extent involved in the impairment of 911 service in Jackson County and were also involved in helping to restore service at the request of the Emergency Communication Networks (ECN) division of the Minnesota Department of Public Safety (“DPS”).

Most importantly, Zayo was in the midst of discussions with the Department and ECN — as late as November 18, 2022 — when the Department eleven days later abandoned those discussions in favor of bringing the Complaint. As explained below, the Complaint has no merit; nonetheless Zayo is committed to working with the Department and ECN to identify Zayo’s

³ See Docket No. P-6854/NA-11-103 (granting CoA); Docket No. P-6854/NA-14-581 (converting operational CoA to provide local exchange to conditional CoA to provide local exchange services).

active circuits that support 911 and to negotiate an agreement with the State so that Zayo can be compensated for providing such services.

I. Statement of Facts

Zayo is a leading provider of bandwidth infrastructure and interconnection services over regional and metropolitan fiber networks. In leasing its fiber lines to customers, Zayo provides data transport services. Zayo currently holds authority to provide local exchange, interexchange, local niche services, and long-distance service in Minnesota.⁴ Zayo does not provide 911 services directly to end users in Minnesota. Rather, through wholesale agreements with other carriers and billing agents, Zayo provides network connectivity.

A. Zayo's Circuits at Issue in This Matter

The Department alleges, in part, that Zayo caused degradation of 911 services in Jackson County, Minnesota by disconnecting certain circuits for non-payment.⁵ While Zayo regrets that end users may have been deprived of adequate 911 services, Zayo disagrees with the Department of Commerce's simplistic characterization of the events leading to these issues. Numerous other parties are involved in providing the network services that facilitate 911 service in Jackson C. It is not clear that any outages stemmed from Zayo's physical disconnection of circuits.

By way of background, a selective router in Ruthton, Minnesota, routes 911 calls to a Public Service Answering Point ("PSAP") in Jackson County, Minnesota, where customers allegedly experienced a partial 911 outage. Zayo provides a limited portion of the circuit involved, as Zayo has provisioned two DS0 circuits: the first runs between Zayo's colocation

⁴ *In re Appl. of Zayo Group LLC for a Certificate of Auth. to Provide Local, Long Distance, & Local Niche Servs.*, Docket No. P-6854/NA-11-103, ORDER (Mar. 7, 2011) (eDocket No. 20113-60144-01).

⁵ Department of Commerce Verified Complaint (Nov. 29, 2022) (eDocket No. 202211-190936-01) ¶ 11.

arrangement at space leased from Lumen at Lumen's Windom, MN central office to Zayo's colocation cage at a third-party colocation hotel at 10300 6th Ave., North in Plymouth, MN. At Plymouth, this DS0 circuit digitally cross-connects to a second DS0 between Plymouth, MN and the Aureon network in Iowa, where Aureon carries the DS0 on its facilities to Lumen's Spencer, Iowa central office. Back at Windom, Zayo's DS0 circuit is handed off to Lumen, as is the Aureon circuit in Spencer. Beyond Windom and Spencer, Zayo has no visibility into how 911 calls on these circuits arrive at the selective router in Ruthton, Minnesota.

The Department's complaint gives the impression that the Jackson County and Mille Lacs connectivity issues lay solely with Zayo. This is plainly inconsistent with the facts that demonstrate a level of frustration and confusion in DPS' engagement with Lumen, IES and Zayo.

In May of 2021, Paul Mraz of IES contacted Zayo to seek restoration of 911 trunks noting an issue "in the network between Spencer, IA and Windom, MN." Various other parties were copied on this email, including Dana Wahlberg and Sandi Stroud of ECN as well representatives of Lumen/CenturyLink. Within a day Zayo had responded that it was working on the issue. In June Zayo informed IES that the circuits had been restored and there was an issue in the Lumen central office in Spencer, IA. Throughout the summer of 2021 the ECN staff expressed concern that Lumen was not able to cross connect to the Zayo circuits and had issues between the various entities that comprise Lumen.

Lumen responded and in doing so clearly identified the various roles played by itself, Zayo and other entities:

"The connection for these ES trunks have portions from 3 different companies:

1. CenturyLink is where the ES trunks are operating in Spencer, IA. This is not Lumen, and the ES trunks are 1 end of a point-to-point connection between the CenturyLink - Spencer, IA central office and IES in Ruthton.
2. Zayo is the IXC (Inter-exchange Carrier) providing connectivity between IES and the CenturyLink ES trunks in Spencer. This is not Lumen. Lumen is merely 1 of the selections available for this type of connection, and in this case the carrier used is Zayo.
3. Woodstock Telephone Co is where the connection to the IES-Ruthton selective router is brought to. This is not Lumen. It is the A: end of the IES connection to serve these calls.”

At this point DPS’ frustration boiled over and Dana Wahlberg, in an August 12, 2021 email stated that:

“It is unacceptable that Lumen has not been able to provide a resolution to this network issue in nearly a year now. Meanwhile you have customers who continue to have no access to 9-1-1.”

“Lumen is 1/3rd of this equation and should be ashamed of themselves for such passive aggressive, childish behavior. I am embarrassed, and extend ECN’s apologies to IES and Zayo on behalf of Lumen for their inability to cooperate in this matter. Please correct me if I am wrong but I believe it is the CenturyLink end that is failing.”

Making this issue even more complicated is that in Iowa, Zayo’s circuits are handed off to Aureon (formerly Iowa Network Services), a carrier with whom Zayo has contracted to carry the DS0 circuits to the Lumen central office in Spencer, IA. It is also Zayo’s understanding that, according to CenturyLink, it was Aureon that turned down the DS3 facility on which the relevant DS0s were carried to Spencer.

B. The State of Minnesota and Independent Emergency Services

The Department alleges that Zayo disconnected circuits affecting 911 customers in Jackson County as a result of a payment dispute with its former customer, Independent

Emergency Services (“IES”), which provides 911-related services to the State of Minnesota. This is not an accurate description of the facts.

Zayo’s relationship with the State and IES stems from transactions entered into by Zayo’s former affiliate, Onvoy Inc. In 2007, Zayo’s parent company, Zayo Holdings, Inc., acquired Onvoy. Zayo and Onvoy were run as separate businesses, with separate personnel, customers, books, and business models. Onvoy provided wholesale local exchange, long distance, tandem switched access, transit, and other services to customers in Minnesota and North Dakota. Onvoy was subsequently spun out from Zayo as a separate company in 2014. The two circuits at issue in this case were included in a 2007 agreement between Onvoy and the State of Minnesota, in which the State leased Onvoy’s lines, presumably for the provision of 911 service. To the best of Zayo’s knowledge, this contract terminated in 2012.

Separately, in 2007, Onvoy entered into an agreement with IES. IES has represented to Zayo that it currently or at one time provided Enhanced 911 Selective Router Service to the State of Minnesota. Onvoy assigned its contract with IES to Zayo upon the separation of Zayo and Onvoy. Beyond IES’s representations to Zayo, Zayo is not aware of the arrangement IES has with the State related to the provisioning of 911 services.

Zayo last received payment from IES on May 4, 2020. When the contract expired, IES failed to pay Zayo as required. Pursuant to its rights under the contract, Zayo terminated any and all services governed by the now-expired contract.

C. Service Outages

The Department alleges that Zayo disconnected circuits between Spencer and Ruthton as a result of a payment dispute with IES. However, Zayo’s payment dispute with IES related to the two DS0s running between Minneapolis and Wadena, Minnesota. It is not clear that Zayo’s

termination of IES's private line service with respect to these DS0s caused any service outage affecting the Ruthton selective router, as the Department alleges.

To make matters more complicated, IES previously suggested disconnecting 911 trunks that IES had determined were obsolete and no longer carrying 911 calls. In March 2020, IES recommended, via email to Inteliquent, Zayo, and ECN, that all Onvoy 911 TDM trunks serving selective routers in Minnesota be disconnected because they were no longer in use. DPS itself approved the disconnection.

Far from being the result of a payment dispute with IES, it is entirely possible that failure by Lumen/CenturyLink to reestablish connection is what resulted in loss of 911 service in Jackson County. Likewise, because of the intricate network involving numerous providers, there were always alternative options available to protect customers if Zayo's circuits experienced an outage.

D. Billing of IES and Cost Recovery from the State

In 2021, Zayo was approached at various times by personnel from IES and DPS. IES had continued to receive Past Due Account payment notices from Zayo. DPS personnel similarly contacted Zayo about possibly establishing a cost recovery mechanism as a replacement for this contract. The Department alleges that Zayo has "threatened" to disconnect circuits serving a PSAP in Mille Lacs, Minnesota. Zayo disputes this account and is not aware of any other agreements that, if terminated, would affect service to the Mille Lacs PSAP.

Nonetheless, Zayo emphasizes that, as a wholesaler occupying one piece of the network from Spencer to Ruthton, Zayo has no visibility into parts of the network that it does not control. It is not clear that any outage stemmed from Zayo's portion of the network in the first place. Regardless, Zayo is committed to working with all parties involved to ensure that Minnesota residents receive adequate 911 service.

E. Department of Commerce Inquiry to Zayo

The Department contacted Zayo in June, 2022 asking Zayo a number of questions regarding Zayo's provision of transport for 911 communications in Minnesota. The Department was focused on Mille Lacs as it identified two Zayo circuits associated with 911 connectivity in that County. Zayo timely responded to that request. In September, 2022 in email correspondence between Zayo and the Department, the Department informed Zayo that:

“It is our understanding that, while Zayo circuits identified as being critical for 911 service are currently connected and active, there are still a couple of issues that need to be resolved in this matter (Docket No. P5270, P421, P6854/DI-22-182). The root of the problem appears to have origins in an error that occurred when administration of a number of circuits was transferred from IES to the Department of Public Safety (DPS).

First, Zayo needs to engage with DPS on compensation.

Second, as DPS needs an inventory of Zayo circuits that are used for 911 connectivity to plan migration to ESInet, Zayo needs to engage with DPS on sharing that inventory.”

Zayo responded and a virtual meeting occurred on November 18, 2022 between Zayo representatives, Sandi Stroud, Dana Wahlberg and Department staff. Subsequent to that meeting Dana Wahlberg sent Zayo two versions of inventory spreadsheets so that Zayo could identify any circuits it has active that support 911 and would need to be covered by a contract with ECN. Eleven days later the Department filed its complaint.

II. Commission Jurisdiction

A. The Commission Lacks Jurisdiction Over Interstate Facilities

The Communications Act of 1934 (“the Act”), establishes a “dual regulatory regime for communications services.”⁶ The Act further established the FCC “[f]or the purpose of regulating interstate and foreign commerce in communication by wire and radio” for a multitude of reasons including to “make available . . . a rapid, efficient, Nation-wide, and world-wide wire and radio communication service with adequate facilities at reasonable charges.” 47 U.S.C. § 151. Accordingly, Congress gave the FCC exclusive jurisdiction to regulate “all interstate and foreign communications by wire or radio,” 47 U.S.C. § 152(a), while denying the FCC, and reserving for the states, jurisdiction to regulate “charges . . . for or in connection with intrastate communication service by wire or radio.” 47 U.S.C. § 152(b).⁷ This allocation of responsibility has been the hallmark of communications regulation for decades.

The Act defines “interstate communication” as follows:

(28) Interstate communication

The term “interstate communication” or “interstate transmission” means communication or transmission (A) from any State, Territory, or possession of the United States (other than the Canal Zone), or the District of Columbia, to any other State, Territory, or possession of the United States (other than the Canal Zone), or the District of Columbia, (B) from or to the United States to or from the Canal Zone, insofar as such communication or transmission takes place within the United States, or (C) between points within the United States but through a foreign country; but shall not, with respect to the provisions of subchapter II of this chapter (other than section 223 of this title), include wire or radio communication

⁶ Memorandum Opinion and Order, *Vonage Holdings Corporation Petition for Declaratory Ruling Concerning an Order of the Minnesota Public Utilities Commission*, 19 FCC Rcd 22404, 22412, ¶ 16 (2004).

⁷ *U.S. v. Southwestern Cable Co.*, 392 U.S. 157, 173 (1968) (Supreme Court held that there is “no reason to believe that § 152 does not, as its terms suggest, confer regulatory authority over “all interstate . . . communication by wire or radio”).

between points in the same State, Territory, or possession of the United States, or the District of Columbia, through any place outside thereof, if such communication is regulated by a State commission.

Zayo’s circuit between Plymouth, MN and Spencer, IA — which carries “communication[s] or transmission (A) from any State [Minnesota]... to any other State [Iowa]” is plainly an interstate circuit and outside the Commission’s jurisdiction.

The nature of the circuit involved, and the number of carriers and parties involved, only serves to underscore that the Commission is not the proper venue for resolving any challenge regarding Zayo’s conduct — to the extent such challenge is appropriate. Zayo provides (and has always provided) only a small portion of the 911 connectivity involved. Zayo provides an interstate connection between its collocation space at 10300 6th Ave, Plymouth, MN and leases connectivity from Aureon in Iowa. At the Spencer central office Zayo provides a cross connect between the Aureon CFA and the Lumen point of termination.

Certainly the Commission has no jurisdiction over Aureon – it is neither listed as a certificated carrier nor a wholesale transport provider on the Department’s website.⁸ While the lack of jurisdiction here is plain, Zayo appreciates the mission of ensuring Minnesota callers have access to a reliable 911 system. To that end it makes no sense for the Department and Commission to address the Minnesota portion of the 911 system as that alone would not address the root of the issue since it was Aureon that initially disconnected the circuit in Iowa, and Lumen that had challenges restoring the connection to Aureon at the Spencer CO — in Iowa, not Minnesota.

⁸ See <https://mn.gov/commerce/industries/telecom/wholesale-transport-registration/>

Zayo recognizes that Section 221 of the Act preserves a limited state role over communications that are interstate – but that section only applies when the local calling area crosses state borders. Here the Selective Router in Ruthton serves customers of the Woodstock Telephone Company and its local calling area does not include any part of Iowa. Thus Section 221 does not apply and the Commission lacks jurisdiction over a plainly interstate service.

B. Zayo was Not Required to Obtain Commission Approval Before Disconnecting IES for Failure to Pay for the Services Zayo Provided.

The Department has consistently claimed that Zayo violated Minn. Stat. § 237.74, subd. 9, claiming that the statute requires Commission approval before a carrier can disconnect a carrier customer for non-payment.⁹ The Department, however, has not been candid with the Commission, in either its Complaint or its Comments, as it has cited only a snippet of the relevant statute. When the statute is considered in full context it is clearly inapplicable to Zayo's limited role in providing connectivity to IES and Minnesota's 911 system.

1. Zayo was Not Required to Obtain Commission Approval to Disconnect IES Since Other Companies are Authorized to Provide Service

Section 237.74 Subdivisions 6(a) and 9 state (emphasis supplied) as follows:

Subd. 6. Tariff or price list change.

(a) Telecommunications carriers may:

(1) decrease the rate for a service, or make any change in a tariff or price list that results in a decrease in rates, effective without notice to its customers or the commission; and

(2) offer a new service, increase the rate for a service, or change the terms, conditions, rules, and regulations of its service offering effective upon notice to its customers. Subject to subdivisions 2 and 9, a telecommunications carrier may discontinue a service, except that a telecommunications carrier must first obtain prior commission approval before discontinuing service to another

⁹ Complaint ¶ 17.

telecommunications carrier if end users would be deprived of service because of the discontinuance.

Subd. 9. Discontinuance.

If a physical connection exists between a telephone exchange system operated by a telephone company and the toll line or lines operated by a telecommunications carrier, neither of the companies shall have the connection severed or the service between the companies discontinued without first obtaining an order from the commission upon an application for permission to discontinue the physical connection. Upon the filing of an application for discontinuance of the connection, the department shall investigate and ascertain whether public convenience requires the continuance of the physical connection, and if the department so finds, the commission shall fix the compensation, terms, and conditions of the continuance of the physical connection and service between the telephone company and the telecommunications carrier. ***Prior commission approval is not required for severing connections where multiple local exchange companies are authorized to provide service.*** However, the commission may require the connections if it finds that the connections are in the public interest, but may not require connections with a telecommunications carrier certified to provide only interexchange service.

Rule 7812.2210, subp. 11 then requires compliance with the statutory provisions above:

Commission approval to discontinue service or physical connection to another carrier.

In accordance with Minnesota Statutes, section [237.74](#), subdivisions 6, paragraph (a), and 9, a CLEC must obtain prior commission approval before discontinuing a service or physical connection to a telephone company or a telecommunications carrier if end users would be deprived of service because of the discontinuance or disconnection.

In short, the statutory provisions on which the Department bases its claim do not require Zayo to obtain Commission approval for disconnecting a carrier customer for non-payment “where multiple local exchange companies are authorized to provide service.”

In today’s competitive telecommunications environment, the vast majority of Minnesota customers, including carrier customers seeking wholesale transport, have a wealth of choices of

“service” – whether from VoIP providers (including VOIP provide by cable television and broadband companies such as Spectrum and Comcast); mobile telephone service from three national wireless carriers; and traditional telephone services from the state’s largest incumbent LEC, Lumen. Since numerous other local exchange companies are authorized to provide service Subdivision 9 does not apply and Zayo was free to disconnect its circuits provide to IES for which IES did not pay.

Nor did Zayo’s disconnection deprive end users of service. Using commercially available tools, Zayo identified numerous other fiber network providers that could have easily replaced the limited connectivity Zayo provided between Windom and Spencer, Iowa, including Lumen, Frontier, Consolidated, Great Plains Communications, Windstream, Arvig, Nextera, and Midwest Fiber, among others.

2. Zayo was Not Required to Obtain Commission Approval to Disconnect IES Since IES was Acting as a Billing Agent not a Carrier

The Department claims that Zayo disconnected a circuit between the Ruthton legacy selective router and the CenturyLink CO in Spencer, Iowa. While factually inaccurate as Zayo has explained, the claim as stated by the Department does not violate any statute or rule.

Under Section 237.74 Subdivision 2, “a telecommunications carrier must first obtain prior commission approval before discontinuing service to *another telecommunications carrier*.” (emphasis supplied). Zayo however was not providing service to another telecommunications carrier. IES, while certificated as a carrier in Minnesota, never held itself out as such and its contract with Zayo expressly stated it was a “billing agent.” Dana Wahlberg of ECN explained that:

Paul Mraz and IES have nothing to do with the circuits for which you are seeking cost recovery from them. There is not any reason

to continue to pester them for payment. *They served as a billing agent* for a small set of circuits that were located within 3 or 4 counties for a period of time. That relationship was terminated.

Indeed, Paul Mraz of IES expressly stated in an e-mail to Zayo and ECN, dated January 21, 2021, that IES had been, but was no longer, a billing agent for ECN. The statute does not prohibit disconnection of service for non-payment to a “billing agent” and thus does not apply to Zayo’s disconnection of IES.

Nor does subsection 9 apply as it prohibits the severing of “a physical connection ...between a telephone exchange system operated by a telephone company and the toll line or lines operated by a telecommunications carrier.” While Zayo provisioned a toll line between Plymouth, MN and (through an arrangement with Aureon in Iowa) to Spencer, IA, this connection cannot reasonably be characterized as a “physical connection [to] a telephone exchange system operated by a telephone company.” Presumably the telephone exchange system involved in the operation of the 911 system in Ruthton was operated by the ILEC in that exchange – Woodstock Telephone. Zayo had neither a contract nor a physical connection with Woodstock. Nor could the Department assert that IES was a telephone company operating a telephone exchange system since as explained above both DPS and IES admit that it was not acting as a carrier but was a billing agent for a small set of 911 circuits.

Moreover, assuming *arguendo*, that IES was a carrier, it does not meet the definition of “telephone company” under Minnesota law.

MN Statutes § 237.01 defines the term “telephone company”:

Subd. 7. Telephone company. “Telephone company” means and applies to any person, firm, association or any corporation, private or municipal, owning or operating any telephone line or telephone exchange for hire, wholly or partly within this state, or furnishing any telephone service to the public.

A “telephone company” does not include a radio common carrier as defined in subdivision 4. A telephone company which also conforms with the definition of a radio common carrier is subject to regulation as a telephone company. However, none of chapter 237 applies to telephone company activities which conform to the definition of a radio common carrier.

*A “telephone company” does not include a telecommunications carrier as defined in subdivision 6, except that a telecommunications carrier is a telephone company for the purposes of section 222.36. A telephone company is not subject to section 237.74. (emphasis supplied)*¹⁰

Subdivision 6 defines a telecommunications carrier:

“Telecommunications carrier” means a person, firm, association, or corporation authorized to furnish one or more of the following telephone services to the public, but not otherwise authorized to furnish local exchange service: (1) interexchange telephone service; (2) local telephone service pursuant to a certificate granted under the authority of section 237.16, subdivision 4, before August 1, 1995; or (3) local service pursuant to a certificate granted under section 237.16, for the first time after August 1, 1995, except if granted to a successor to a telephone company otherwise authorized to furnish local exchange service. Telecommunications carrier does not include entities that derive more than 50 percent of their revenues from operator services provided to transient locations such as hotels, motels, and hospitals. In addition, telecommunications carrier does not include entities that provide centralized equal access services.

IES obtained a Certificate of Authority from the Commission pursuant to section 237.16. on February 9, 1996.¹¹ IES’ certificate permits it to provide “Enhanced 911 (“E911”), Private Switch/Automatic Location Identification, Trunking Services, E911 Tandem Service, and Data Management Services.” Assuming *arguendo* that IES’ 911 services qualify as “local service” under prong 3 of subdivision 6, IES is a telecommunications carrier since it received its

¹⁰ Section 222.36 governs the use of eminent domain.

¹¹ See *In the Matter of the Applications for Amended Certificate of Authority by Independent Emergency Services LLC*, MPUC Docket No. P-5270/96-497, Application (May 7, 1996).

certificate after August 1, 1995. As a result IES is excluded from the definition of “telephone company” in subdivision 9, and thus Zayo was not required to seek Commission approval before disconnecting IES for nonpayment.

3. Zayo was Not Required to Obtain Commission Approval to Disconnect IES since IES Requested Disconnection Due to the Absence of Traffic on Zayo’s Circuits

The Commission should also refrain from exercising jurisdiction because, prior to the disconnection of Zayo’s DS0 circuits for nonpayment, IES represented to Zayo and ECN that no traffic had been carried over a number of other Zayo circuits since 2017 and ECN authorized IES to disconnect Zayo’s circuits.

In a series of emails beginning in August, 2019 Paul Mraz of IES contacted Zayo indicating the belief that 14 of Zayo’s DS0 trunks (originally provisioned by Onvoy and then assigned to Onvoy’s then-affiliate, Zayo, as part of an internal realignment) were not in use anymore since only 4 emergency calls were made over these trunks over the prior 3 years and came from telephone numbers outside the PSAP areas served by the trunks. DPS (Dana Wahlberg, Leslie Sticht) was copied on this correspondence in September 2019. Leslie Sticht eventually approved the disconnection of these circuits in March 2020.

IES then contacted Zayo in May, 2021 seeking to restore 2 different DS0 trunks and the Zayo team worked assiduously to restore service when requested – even in the absence of any payment from IES who is the party to the contract with Zayo.

III. Grounds For Investigation

As explained above, there is no grounds for investigation since a) Zayo’s portion of the circuit is an interstate circuit beyond the reach of the Commission’s jurisdiction and b) the statutes and rules cited by the Department do not bar Zayo from disconnecting its customer IES for nonpayment.

Despite the absence of jurisdiction and the inapplicability of Minnesota's disconnection rules to the instant matter, Zayo is committed to working with the Department and ECN to provide the information necessary for the state to determine whether a need for Zayo's legacy DS0 connections exist and come to a contractual arrangement so Zayo can continue to provide such service and get paid for the use of its facilities to the extent there continues to be a need for such facilities. Indeed, Zayo's representative attended a call with Dana Wahlberg and Sandi Stroud indicating Zayo's intent to cooperate and seek a contract with the State to ensure payment. Rather than wait for Zayo to respond further with the requested inventory, the Department elected to file a complaint (on the second business day after the Thanksgiving holiday) rather than work with Zayo. Despite the filing of the complaint, Zayo stands ready to work with ECN and the Department to resolve these issues and will not disconnect the circuits in use in either Jackson or Mille Lacs county pending such discussions.

To date the communication between the state, the Department, IES, ECN and the numerous carriers involved has been a disjointed and uncoordinated effort. Zayo, including its undersigned counsel, is committed to working with the Department, IES, ECN and other providers — outside the confines of a Commission complaint proceeding — to find a solution that ensures Minnesota customers continue to have uninterrupted access to a robust 911 system. To that end, Zayo's outside counsel intends to contact the Department, through its counsel at the Attorney General's office, after the New Year to resuscitate such discussions.

IV. Type of Proceeding

As stated clearly in these comments, there is no legal basis for the Commission to proceed with adjudication of this Complaint. Further, as explained in Section III, Zayo is committed to resolving the issues with the Department and ECN amicably so as to ensure uninterrupted 911 services for Minnesota customers. No formal Commission proceeding is

needed in order to facilitate these discussions. To the extent any proceeding were to continue Zayo agrees with the Department that an informal proceeding is appropriate.

CONCLUSION

The Commission should decline to exercise jurisdiction over this matter given the interstate nature of the facilities Zayo provides and because Zayo was not obligated to obtain Commission approval before disconnecting its customer IES for non-payment of its bills. Nonetheless Zayo is committed to continue the process was working with the Department and ECN that was underway before the Department abandoned the effort and filed its Complaint — in order to resolve the issues regarding Zayo’s network services that support 911 services in Minnesota.

Respectfully submitted,

/s/ Joshua M. Bobeck

Russell M. Blau

Joshua M. Bobeck

Brett P. Ferencak

MORGAN, LEWIS & BOCKIUS, LLP

1111 Pennsylvania Ave., N.W.

Washington, DC 20004-2541

202-739-3000 (tel)

russell.blau@morganlewis.com

joshua.bobek@morganlewis.com

brett.ferenchak@morganlewis.com

Counsel for Zayo Group, LLC

Dated: December 27, 2022

Certificate of Service

I, Joshua M. Bobeck, hereby certify that on December 27, 2022, I filed via eDockets and served by electronic mail a true and correct copy of the above initial comments of Zayo Group, LLC, to all parties listed in the enclosed service list. I certify that the contents of this comment are true and correct to the best of my knowledge, information, and belief.

Docket No. P6854/C-22-609

Dated: December 27, 2022

Respectfully submitted,

/s/ Joshua M. Bobeck

Joshua M. Bobeck

MORGAN, LEWIS & BOCKIUS, LLP

202-739-3000 (tel)

joshua.bobek@morganlewis.com

Service List

<u>Last Name</u>	<u>First Name</u>	<u>Email</u>	<u>Company Name</u>	<u>Delivery Method</u>	<u>View Trade Secret</u>
Berkland	Kristin	kristin.berkland@ag.state.mn.us	Office of the Attorney General-RUD	Electronic Service	No
Chavez	Linda	linda.chavez@state.mn.us	Department of Commerce	Electronic Service	No
Commerce Attorneys	Generic Notice	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	Electronic Service	Yes
Domfeld	Richard	Richard.Dornfeld@ag.state.mn.us	Office of the Attorney General-DOC	Electronic Service	No
Doyle	Greg	greg.doyle@state.mn.us	Department of Commerce	Electronic Service	No
Gonzalez	Lisa	Lisa.Gonzalez@state.mn.us	Department of Commerce	Electronic Service	No
Gullikson	Joy	joy.gullikson@state.mn.us	Department of Commerce	Electronic Service	No
Lantero	Lauren	lauren.lantero@zayo.com	Zayo Group Holdings, Inc.	Electronic Service	Yes
Merz	Greg	greg.merz@ag.state.mn.us	Office of the Attorney General-DOC	Electronic Service	No
McNamara	Brittany	brittany.mcnamara@zayo.com	Zayo Group	Electronic Service	Yes
Mooney	Michael	mike.mooney@zayo.com	Zayo Group	Electronic Service	Yes
Residential Utilities Division	Generic Notice	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	Electronic Service	Yes
Seuffert	Will	Will.Seuffert@state.mn.us	Public Utilities Commission	Electronic Service	Yes
Topp	Jason	jason.topp@lumen.com	CenturyLink Communications, LLC	Electronic Service	No
Wahlberg	Dana	dana.wahlberg@state.mn.us	Department of Public Safety	Electronic Service	No

EXHIBIT E

Zayo Group, LLC Reply Comments to Verified Complaint

**BEFORE THE STATE OF MINNESOTA
PUBLIC UTILITIES COMMISSION**

**KATIE SIEBEN
JOSEPH K. SULLIVAN
VALERIE MEANS
MATTHEW SCHUERGER
JOHN TUMA**

**CHAIR
VICE CHAIR
COMMISSIONER
COMMISSIONER
COMMISSIONER**

In the Matter of a Verified Complaint Initiated)
by the Minnesota Department of Commerce)
(DOC) Regarding Violations of Law Arising)
from the Disconnection of a Connection with a)
911 Selective Router without First Obtaining)
Commission Approval by Zayo Group, LLC)

MPUC Docket No: P6854/C-22-609

REPLY COMMENTS OF ZAYO GROUP, LLC

Zayo Group, LLC (“Zayo”) submits these comments in response to the Commission’s December 6, 2022 Notice of Comment Period¹ and the Comments of the Minnesota Department of Commerce (“the Department”) filed on December 19, 2022.²

As explained its Comments, Zayo does not itself provide 911 emergency services but has contracts with other providers in the 911 system for Zayo to provide intermediate connectivity used in carrying 911 calls.³ Zayo remains committed to providing such network connectivity upon request, consistent with its obligation as a licensed telecommunications carrier.

¹ Notice of Comment Period (Dec. 6, 2022) (eDocket No. 202211-190936-01). The Notice erroneously states the Department’s Complaint was filed on May 27, 2022. The Complaint and Certificate of Service is dated November 29, 2022.

² Initial Comments of the Minnesota Department of Commerce (Dec. 19, 2022) (eDocket No. 202211-190936-01) (“Department Comments”).

³ Comments of Zayo Group, LLC (Dec. 27, 2022) (eDocket No. 202211-190936-01) (“Zayo Comments”) at 2.

Zayo's comments explained that the Department's complaint overstated Zayo's small role in providing intermediate connectivity for use in 911 communications in Minnesota. The Department's comments persist in such errors.

Further, and as explained in Zayo's comments, the Commission does not have jurisdiction to resolve the Department's complaint as Zayo's circuit that is used to transmit 911 calls to Jackson County is an interstate circuit between Spencer, Iowa and Plymouth, Minnesota, and is in part provisioned by a third party, Aureon, that operates a transport network in Iowa, not in Minnesota.⁴ Because the Communications Act of 1934 deprives the Commission of jurisdiction over interstate communications, the Commission does not have jurisdiction over the Department's complaint.⁵ Even though the Commission may have jurisdiction over Zayo with respect to intrastate telecommunications services it provides pursuant to its operational Certificates of Authority, such jurisdiction does not extend to interstate telecommunications services that are not provided pursuant to a Commission issued certificate of authority.

Similarly, the Department's claim that Zayo violated Minnesota law by disconnecting circuits provided to IES is incorrect. The Department argues that the Minnesota statutes requiring certain telecommunications carriers to obtain Commission approval before disconnecting a customer for non-payment do not provide for any exceptions.⁶ But this ignores the plain language of the statute.⁷

⁴ *Id.* at 10.

⁵ *See, e.g., U.S. v. Southwestern Cable Co.*, 392 U.S. 157, 173 (1968) (Supreme Court held that there is "no reason to believe that § 152 does not, as its terms suggest, confer regulatory authority over all interstate . . . communication by wire or radio").

⁶ Department Comments at 3.

⁷ The rule cited by the Department imposes no independent legal obligation but simply requires compliance with the statutes the Department cited in its Complaint.

Minn. Stat. § 237.74, subd. 9 plainly includes an exception — “[p]rior commission approval is not required for severing connections where multiple local exchange companies are authorized to provide service.”⁸ Zayo’s comments demonstrated that numerous other companies are authorized to serve Jackson County and the same applies to Mille Lacs County where according to the Commission’s service provider search there are 43 local service providers available to serve the town of Princeton, including some of the largest companies in the country such as AT&T, Frontier, Verizon, Lumen (Qwest Corp dba CenturyLink and Qwest Communications) and Windstream.⁹ Zayo also showed that numerous other providers could have replaced Zayo’s circuits for the period in which such circuits were temporarily disconnected.¹⁰

The Department’s comments also ignore that Minn. Stat. § 237.74, subd. 9 does not apply to every nonpaying customer but only applies where there is a physical connection between a telecommunications carrier on the one hand and a “telephone company” on the other hand that operates “a telephone exchange system.”¹¹ Zayo disconnected its customer IES — which is neither “a telephone company” under Minnesota law nor operates a “telephone exchange system” with respect to the disconnected circuits. IES never held itself out as a carrier but instead represented, in both its contract with Zayo and in discussions with DPS, that it was a “billing agent.” Indeed, the DPS admitted as much. Thus, Zayo’s disconnection of the IES circuits here did not violate any Minnesota law or regulation.

⁸ Minn. Stat. § 237.74, subd. 9.

⁹ See <https://service-provider-search.web.commerce.state.mn.us/local/2714152522?cityTownshipName=Princeton&pageNumber=0>.

¹⁰ Zayo Comments at 12–13.

¹¹ Minn. Stat. § 237.74, subd. 9.

Finally, the Department ignores the fact that IES had previously requested disconnection of numerous Zayo circuits and that neither the Department, DPS or the Commission claims that prior approval was necessary for the disconnection of such circuits.

Lastly, the Department's comments fail to mention the meeting that Zayo and the Department and DPS had a mere eleven days before the Department filed its Complaint. Zayo's participation in that meeting reflects its commitment to ensuring continued 911 connectivity to the extent its services are needed and that Commission intervention is not necessary.

CONCLUSION

For the aforementioned reasons, Zayo has demonstrated that the Commission lacks jurisdiction over the interstate circuits used to provide part of the 911 connectivity for Jackson County, depriving the Commission of jurisdiction over the Department's complaint and the statutory provisions and rules relied on by the Department do not require Zayo to seek Commission approval before disconnecting such interstate circuits.

Respectfully submitted,

/s/ Joshua M. Bobeck

Russell M. Blau

Joshua M. Bobeck

Brett P. Ferenchak

MORGAN, LEWIS & BOCKIUS, LLP

1111 Pennsylvania Ave., N.W.

Washington, DC 20004-2541

202-739-3000 (tel)

russell.blau@morganlewis.com

joshua.bobek@morganlewis.com

brett.ferenchak@morganlewis.com

Counsel for Zayo Group, LLC

Dated: January 6, 2023

Certificate of Service

I, Joshua M. Bobeck, hereby certify that on January 6, 2023, I filed via eDockets and served by electronic mail a true and correct copy of the above reply comments of Zayo Group, LLC, to all parties listed in the enclosed service list. I certify that the contents of these reply comments are true and correct to the best of my knowledge, information, and belief.

Docket No. P6854/C-22-609

Dated: January 6, 2023

Respectfully submitted,

/s/ Joshua M. Bobeck
Joshua M. Bobeck
MORGAN, LEWIS & BOCKIUS, LLP
202-739-3000 (tel)
joshua.bobek@morganlewis.com

Service List

<u>Last Name</u>	<u>First Name</u>	<u>Email</u>	<u>Company Name</u>	<u>Delivery Method</u>	<u>View Trade Secret</u>
Berkland	Kristin	kristin.berkland@ag.state.mn.us	Office of the Attorney General-RUD	Electronic Service	No
Commerce Attorneys	Generic Notice	commerce.attorneys@ag.mn.us	Office of the Attorney General-DOC	Electronic Service	Yes
Domfeld	Richard	Richard.Dornfeld@ag.state.mn.us	Office of the Attorney General-DOC	Electronic Service	No
Doyle	Greg	greg.doyle@state.mn.us	Department of Commerce	Electronic Service	No
Gonzalez	Lisa	Lisa.Gonzalez@state.mn.us	Department of Commerce	Electronic Service	No
Gullikson	Joy	joy.gullikson@state.mn.us	Department of Commerce	Electronic Service	No
Lanero	Lauren	lauren.lanero@zayo.com	Zayo Group Holdings, Inc.	Electronic Service	Yes
Merz	Greg	greg.merz@ag.state.mn.us	Office of the Attorney General-DOC	Electronic Service	No
McNamara	Brittany	brittany.mcnamara@zayo.com	Zayo Group	Electronic Service	Yes
Mooney	Michael	mike.mooney@zayo.com	Zayo Group	Electronic Service	Yes
Residential Utilities Division	Generic Notice	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	Electronic Service	Yes
Seuffert	Will	Will.Seuffert@state.mn.us	Public Utilities Commission	Electronic Service	Yes
Topp	Jason	jason.topp@lumen.com	CenturyLink Communications, LLC	Electronic Service	No
Wahlberg	Dana	dana.wahlberg@state.mn.us	Department of Public Safety	Electronic Service	No

EXHIBIT F

Minnesota Department of Public Safety Comments to Verified Complaint

**MINNESOTA PUBLIC UTILITIES COMMISSION
SUITE 350
121 SEVENTH PLACE EAST
ST. PAUL, MINNESOTA 55101-2147**

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

Minnesota Department of Commerce,

Docket No. P6854/C-22-609

Complainant,

**INITIAL COMMENTS OF THE
MINNESOTA DEPARTMENT
OF PUBLIC SAFETY**

vs.

Zayo Group, LLC,

Respondent.

The Minnesota Department of Public Safety (DPS) submits these comments in response to the Commission's December 6 Notice of Comment Period in the above-titled matter.

DPS is the state agency that is responsible for managing and maintaining the 911 system. DPS strongly supports the Department of Commerce's (Commerce) request that the Commission take action against Zayo Group, LLC (Zayo) to enforce requirements of Minnesota law that prohibit a carrier from disconnecting a connection or service without first obtaining Commission approval.¹

The prohibition on surprise, unilateral disconnections is all the more important when the disconnection in question interferes with 911 service, as was the case here. Further, although the particular circuits at issue have now been reconnected, the issue has not been resolved. The billing

¹ Minn. Stat. § 237.74, subd. 9; Minn. R. 7812.2210, subp. 11.

issue that was evidently the impetus for the disconnection has not been resolved and Zayo has since threatened disconnection of other circuits, as alleged in Commerce's complaint.²

The Commission should take this opportunity to confirm that a carrier's cost recovery is entirely independent of the carrier's obligation to complete 911 calls. A carrier should not be allowed to use a billing dispute as justification for its failure to complete a 911 call, nor should it be allowed to leverage a threat of disconnection in negotiations over cost recovery. This is especially true where, as here, the billing dispute is one of the carrier's own making. DPS has tried for many months to enter into a cost recovery arrangement with Zayo but Zayo has refused to cooperate. DPS is concerned that Zayo may rely on the ongoing billing dispute as a basis to follow through on its threat to disconnect additional circuits that carry 911 calls.

Dated: December 27, 2022

Respectfully submitted,

KEITH ELLISON
Attorney General
State of Minnesota

/s/ **Greg Merz**

GREG MERZ
Assistant Attorney General
Atty. Reg. No. 0185942

445 Minnesota Street, Suite 1400
St. Paul, Minnesota 55101-2131
(651) 757-1291 (Voice)
(651) 297-4348 (Fax)
Greg.Merz@ag.state.mn.us

ATTORNEY FOR MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

² Verified Complaint, ¶6.

EXHIBIT G

Minnesota Department of Commerce Comments to Verified Complaint

**MINNESOTA PUBLIC UTILITIES COMMISSION
SUITE 350
121 SEVENTH PLACE EAST
ST. PAUL, MINNESOTA 55101-2147**

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

Minnesota Department of Commerce,

Docket No. P6854/C-22-609

Complainant,

**INITIAL COMMENTS OF THE
MINNESOTA DEPARTMENT
OF COMMERCE**

vs.

Zayo Group, LLC,

Respondent.

INTRODUCTION

The Commission should determine that Respondent Zayo Group's unilateral decision to disconnect a circuit used to carry 911 traffic in Jackson County violated applicable state law, and expressly prohibit Zayo from terminating any connection with another telephone company or telecommunications carrier without first obtaining Commission approval in the future. The Commission also should consider whether to refer this matter to the Office of the Attorney General for the pursuit of penalties.

Because competitive local exchange carriers (CLECs), including Zayo, are subject to general Commission oversight, and must obtain prior Commission approval before discontinuing a service or physical connection, this matter falls within the Commission's jurisdiction. The Commission should proceed with an investigation into this matter using the informal notice-and-comment process to facilitate a timely resolution of the investigation and determination of appropriate redress for Zayo's actions.

I. THE COMMISSION HAS JURISDICTION OVER THE MATTERS ALLEGED IN THE COMPLAINT.

The Commission has general authority to investigate companies providing regulated services. It also has jurisdiction over the specific violations alleged in Commerce’s complaint.

The Commission “may make such investigations and determinations, hold such hearings, prescribe such rules, and issue such orders with respect to the control and conduct of the businesses coming within its jurisdiction[.]”¹ In this instance, the Commission issued Zayo a certificate of authority, granting the company the ability to legally operate in Minnesota in 2011.² Specifically, the Commission granted Zayo authority to provide all forms of local service, interexchange service, and local niche service in Minnesota. These services all fall within the Commission’s regulatory oversight jurisdiction.³

The Commission also has jurisdiction to investigate the specific allegations raised in Commerce’s complaint.⁴ The Commission “may adjudicate all proceedings brought before it in which the violation of any law or rule administered by the Department of Commerce is alleged.”⁵ Commerce asserted that Zayo violated Minnesota law by unilaterally disconnecting a circuit used to serve end users in Jackson County.⁶ State law, however, prohibits Zayo from terminating a physical connection “between a telephone exchange system operated by a telephone company and the toll line or lines operated by a telecommunications carrier . . . without first obtaining an order

¹ Minn. Stat. § 216A.05, subd. 1 (2020).

² *In re Appl. of Zayo Group LLC for a Certificate of Auth. to Provide Local, Long Distance, & Local Niche Servs.*, Docket No. P-6854/NA-11-103, ORDER (Mar. 7, 2011) (eDocket No. 20113-60144-01).

³ Minn. R. 7812.0200, subp. 2 (2021).

⁴ DOC Verified Complaint (Nov. 29, 2022) (eDocket No. 202211-190936-01).

⁵ Minn. Stat. § 216A.05, subd. 1.

⁶ DOC Verified Complaint ¶¶ 6–11.

from the commission.”⁷ The Commission’s rules likewise require Zayo to “obtain prior commission approval before discontinuing a service or physical connection to a telephone company or a telecommunications carrier if end users would be deprived of service[.]”⁸ Neither the statute nor the Commission’s rule implementing the statute provide for any exception to the prior approval requirement.

Because the Commission has authority to investigate the “conduct of the businesses coming within its jurisdiction” and Zayo failed to obtain the required prior approval before terminating a physical connection, this matter falls squarely within the Commission’s jurisdiction.

II. THERE ARE REASONABLE GROUNDS TO INVESTIGATE THE ALLEGATIONS.

The Commission should investigate. An investigation is necessary to ensure that Zayo complies with its obligations. Minnesotans depend on reliable access to 911 service. During a medical emergency or the commission of a violent crime, timely dispatch of first responders to the correct location can be critical to the ultimate outcome. There is little margin for delay or mistake.

The gravity of Zayo’s actions further warrant serious consideration of referral to the Office of the Attorney General for the pursuit of civil penalties.⁹ Civil penalties are warranted when Minnesota Statutes chapter 237, or Commission rules or orders are knowingly and intentionally violated.¹⁰ It would set a dangerous precedent to allow regulated entities like Zayo to disconnect any circuit, much less those used for 911 service, as part of a billing dispute without significant consequences.

⁷ Minn. Stat. § 237.74, subd. 9 (2020).

⁸ Minn. R. 7812.2210, subp. 11 (2021).

⁹ Minn. Stat. § 237.461.

¹⁰ *Id.*, subd. 2.

III. THIS MATTER SHOULD BE CONDUCTED USING THE INFORMAL NOTICE-AND-COMMENT PROCESS.

Currently, Commerce recommends that the Commission resolve this matter through the informal notice-and-comment process.¹¹ Commerce is presently unaware of any “contested material facts” or “right to a hearing under statute or rule” that would warrant a contested case proceeding.¹² To the extent that all significant issues are not ultimately resolved to its satisfaction through a notice-and-comment proceeding, the Commission could refer this matter to the Office of Administrative Hearings for a contested case at that time.¹³

CONCLUSION

For these reasons, Commerce recommends that the Commission find that it has jurisdiction over the allegations in the complaint, there are reasonable grounds to investigate, and proceed using the informal notice-and-comment process.

Dated: December 19, 2022

Respectfully submitted,

Keith Ellison
State of Minnesota
Attorney General

/s/ **Richard Dornfeld**

RICHARD DORNFELD
Assistant Attorney General
Attorney Reg. No. 0401204

445 Minnesota Street, Suite 1400
St. Paul, MN 55101-2131
(651) 757-1327 (Voice)
(651) 297-1235 (Fax)
richard.dornfeld@ag.state.mn.us

ATTORNEY FOR DEPARTMENT OF
COMMERCE

¹¹ Minn. R. 7829.1200 (2021).

¹² Minn. R. 7929.1000.

¹³ *Id.*

EXHIBIT H

Minnesota Department of Commerce Reply Comments to Verified Complaint

**MINNESOTA PUBLIC UTILITIES COMMISSION
SUITE 350
121 SEVENTH PLACE EAST
ST. PAUL, MINNESOTA 55101-2147**

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

Minnesota Department of Commerce,

Docket No. P6854/C-22-609

Complainant,

**REPLY COMMENTS OF THE
MINNESOTA DEPARTMENT
OF COMMERCE**

vs.

Zayo Group, LLC,

Respondent.

INTRODUCTION

The Commission has jurisdiction over this matter, and the serious nature of the allegations warrant investigation. The Commission should find that Respondent Zayo Group's unilateral decision to disconnect a circuit used to provide 911 service in Jackson County violated state law, prohibit Zayo from terminating such connections without prior Commission approval in the future, consider whether to refer this matter for the pursuit of penalties, and direct Zayo to cooperate and timely resolve cost recovery negotiations with the Department of Public Safety. Although Zayo offers various excuses, deflections, and legal arguments to justify its conduct, it does not appear to deny the key facts that: (1) Zayo physically disconnected circuits that connected Lumen's central office in Spencer, Iowa, which serves Minnesota customers, with the legacy 911 selective router in Ruthton, Minnesota; and (2) Zayo did not request prior Commission approval for the disconnection. These facts alone are sufficient to warrant further Commission investigation and imposition of an appropriate remedy.

I. THE COMMISSION HAS JURISDICTION OVER THIS DISPUTE.

The Commission should exercise jurisdiction over this matter. Zayo admits that it availed itself of the Commission’s jurisdiction by obtaining a certificate of authority to operate in Minnesota. Moreover, Zayo’s claim that emergency calls placed in Jackson County that ultimately terminate at the county law enforcement center in Jackson, Minnesota are interstate communications beyond the Commission’s authority is inconsistent with applicable Federal Communications Commission decisions and caselaw.

A. Zayo Availed Itself of the Commission’s Jurisdiction.

Zayo is subject to Commission oversight. Certificated carriers are subject to the Commission’s regulatory jurisdiction.¹ The Commission also may investigate “whenever it believes that a service is inadequate or cannot be obtained or that an investigation of any matter relating to any telephone service should for any reason be made”² In this case, Zayo acknowledges that it holds a certificate of authority issued by the Commission.³ Zayo also acknowledges that it contracted with Independent Emergency Services to facilitate 911 telephone services in the state.⁴ Given that Zayo has availed itself of the Commission’s authority to operate in Minnesota and 911 emergency communications, like other telephone services, are subject to Commission oversight, the Commission should exercise jurisdiction over this matter.

B. 911 Calls Are Intrastate Communications Subject to Commission Oversight.

This matter arises from Zayo’s decision to disconnect a circuit used for 911 calls that begin with Minnesota customers and end at the public safety answering point in Minnesota. To avoid

¹ Minn. Stat. § 237.16(b) (2020).

² Minn. Stat. § 237.081, subd.1 (2020).

³ Zayo Initial Cmts. at 3 (Dec. 27, 2022) (eDocket No. 202212-191647-01).

⁴ *Id.* at 6.

Commission jurisdiction, Zayo erroneously attempts to transform these 911 calls into interstate communications through its narrow focus on an intermediary circuit connecting a Twin Cities area data center to Lumen’s Spencer, Iowa central office.⁵ The Commission should reject Zayo’s effort because it is inconsistent with applicable law.

Zayo’s focus on an intermediary circuit connecting a Twin Cities area data center to Lumen’s Spencer, Iowa office is misplaced.⁶ The FCC lacks jurisdiction over intrastate communications. Its authority is limited to “interstate and foreign communication.”⁷ An “interstate communication” is any “communication or transmission . . . from any State, Territory, or possession of the United States (other than the Canal Zone), or the District of Columbia, to any other State, Territory, or possession of the United States (other than the Canal Zone), or the District of Columbia[.]”⁸ In short, the focus is on the communication or transmission’s departure point and final destination, not on any particular network element or service facilitating that communication or transmission.

Given this statutory focus, the FCC and courts determine jurisdiction based on the end points of the communication, and not at some intermediate point; for example, where the call is transferred between carriers.⁹ Thus, in determining jurisdiction, the question is whether “the

⁵ *Id.* at 9–10.

⁶ *Id.* at 9.

⁷ 47 U.S.C. § 152(a).

⁸ *Id.* § 153(28); *see also* 47 C.F.R. 54.5 (defining “intrastate communication” to be a “communication or transmission from within any State, Territory, or possession of the United States, or the District of Columbia to a location within that same State, Territory, or possession of the United States, or the District of Columbia.”).

⁹ *See, e.g., Starpower Commc’ns LLC v. F.C.C.*, 334 F.3d 1150, 1155 (D.C. Cir. 2003) (end-to-end analysis is appropriate for determining whether traffic is within federal or state jurisdiction); *In re GTE Telephone Operating Cos.*, 13 F.C.C. Rcd. 22466, 22475 (1998) (“[T]he commission traditionally has determined the jurisdictional nature of communications by the end points of the communication and consistently has rejected attempts to divide communications at any intermediate points of switching or exchanges between carriers.”); *In re Federal-State Joint Bd.*

communication or transmission originates in any state, territory, possession of the United States, or the District of Columbia and terminates in another state, territory, possession, or the District of Columbia.”¹⁰ In a leading case applying this test, the U.S. Court of Appeals for the District of Columbia, noted, “Every court that has considered the matter has emphasized that the nature of the communications is determinative rather than the physical location of the facilities used.”¹¹ Likewise, in a more recent example, a federal district court similarly concluded that facilities that physically existed solely in Ohio were still subject to FCC jurisdiction because they were used to transmit international calls.¹² The upshot is that facilities used to transmit a communication are subject to federal jurisdiction only when the communication from end-to-end is interstate or international.

The 911 communications facilitated by Zayo’s circuits are intrastate. Emergency calls placed in Jackson County ultimately terminate at an emergency dispatch center in Jackson, Minnesota operated by the local sheriff department.¹³ Applying the applicable end-point analysis, these 911 calls are exclusively initiated in Minnesota, and they exclusively terminate in Minnesota. As such, these are intrastate communications subject to Commission jurisdiction.

on Univ. Serv., 13 F.C.C. Rcd. 21252, 21255 (1998) (“[T]he jurisdictional nature of the call depends solely upon where the call originates and where it terminates[.]”).

¹⁰ *In re GTE Telephone Operating Cos.*, 13 F.C.C Rcd. at 22475; *see also In re Vonage Holdings Corp.*, 19 F.C.C. Rcd. 22404 ¶ 17 (2004) (“When a service’s end points are in different states or between a state and a point outside the United States, the service is deemed a purely interstate service subject to the Commission’s exclusive jurisdiction.”).

¹¹ *Nat’l Ass’n of Regul. Util. Comm’rs v. F.C.C.*, 746 F.2d 1492, 1498 (D.C. Cir. 1984).

¹² *McClure Tel. Co. v. AT & T Commc’ns of Ohio, Inc.*, 650 F. Supp. 2d 699, 705–06 (N.D. Ohio 2009) (“Applying that analysis to the present scheme, the end points of the calls in question are located in Ohio and in an international location. Since the end points of these calls do not exist intrastate, but rather internationally, end-to-end jurisdictional analysis would deem these calls international calls.”).

¹³ Minn. Dep’t of Pub. Safety, *Answer Centers/PSAP Directory* (last visited Jan. 3, 2022), www.dps.mn.gov/divisions/ecn/programs/911/Pages/answering-centers-psaps-directory.aspx

Because Zayo has availed itself of the Commission's authority and the 911 communications facilitated by Zayo's circuits are intrastate, the Commission should exercise jurisdiction over this matter.

II. THE COMMISSION SHOULD INVESTIGATE BECAUSE ZAYO WAS REQUIRED TO OBTAIN PRIOR APPROVAL BEFORE DISCONNECTING ITS CIRCUIT.

Zayo next argues that even if the Commission has jurisdiction, it should not investigate because the company was not required to obtain prior approval before disconnecting circuits that provided end-users with 911 emergency service. Zayo claims prior approval was unnecessary for two reasons. First, other companies are authorized to provide service.¹⁴ Second, Zayo suggests that it was permissible to unilaterally disconnect service because its contract was with a "billing agent."¹⁵ These arguments lack merit. The Commission should reject them.

A. Chapter 237 and Commission Rules Required Zayo to Obtain Prior Commission Approval.

Zayo claims it has a unilateral right to disconnect circuits, even those that would deprive end-users of 911 service, where multiple local exchange companies are authorized to provide service.¹⁶ Zayo correctly identifies that Minn. Stat. § 237.74 and Minn. R. 7812.2210 are applicable to the disconnection of service or physical connections. Zayo, however, fails to read these provisions together by solely relying on Minn. Stat. § 237.74, subd. 9, for its claim. A full reading makes clear that prior Commission approval is necessary when end-users would lose service.

As Zayo notes, Minn. Stat. § 237.74, subd. 9, provides, "Prior commission approval is not required for severing connections where multiple local exchange companies are authorized to

¹⁴ Zayo Initial Cmts. at 11–12.

¹⁵ *Id.* at 13.

¹⁶ *Id.* at 12–13.

provide service.”¹⁷ Importantly, the subdivision also states: “However, the commission may require the connections if it finds that the connections are in the public interest. . . .”¹⁸ Subdivision 6 further provides “a telecommunications carrier must first obtain prior commission approval before discontinuing service to another telecommunications carrier if end users would be deprived of service because of the discontinuance.”¹⁹ The provision of continuous 911 service is clearly in the public interest and necessary to avoid depriving end-users of service. As Commerce previously noted, Minnesotans depend on reliable access to 911 service. During a medical emergency or the commission of a violent crime, timely dispatch of first responders to the correct location can be critical to the ultimate outcome. There is little margin for delay or mistake.²⁰ Yet, Zayo’s statutory interpretation would require Public Safety to procure a new provider anytime Zayo or another company disconnected circuits without notice. This would create a situation where Minnesotans would experience gaps in 911 service coverage in violation of Minn. Stat. § 237.74, subd. 6(a)(2). Anything less than continuous 911 service coverage is not consistent with statute or the public interest.

The Commission, moreover, has clarified section 237.74’s meaning in its rules.²¹ Minnesota Rule 7812.2210, subpart 11, provides that competitive local exchange carriers “must obtain prior commission approval before discontinuing a service or physical connection to a telephone company or a telecommunications carrier if end users would be deprived of service because of the discontinuance or disconnection.” Zayo is a competitive local exchange carrier in

¹⁷ Minn. Stat. § 237.74, subd. 9.

¹⁸ *Id.*

¹⁹ *Id.*, subd. 6(a)(2).

²⁰ DOC Initial Cmts. at 3 (Dec. 19, 2022) (eDocket No. 202212-191493-01).

²¹ Minnesota courts recognize three types of agency rules: legislative, interpretative, and procedural. Interpretative rules make specific the law enforced or administered by the agency. *St. Otto’s Home v. Minn. Dep’t of Hum. Servs.*, 437 N.W.2d 35, 42 (Minn. 1989).

Minnesota.²² And end-users in Jackson County lost 911 service following Zayo’s unilateral decision to disconnect its circuit.²³ As a result, Zayo’s decision to unilaterally disconnect its circuit violated the rule.

B. Independent Emergency Services’ Role as Public Safety’s Billing Agent is Irrelevant.

Zayo wrongly argues that it was not required to obtain prior Commission approval before disconnecting its circuit because Independent Emergency Services was acting as a “billing agent” on behalf of Public Safety and not a “telecommunications carrier.”²⁴ To support its claim, Zayo appears to rely on Minn. Stat. § 237.74, subd. 6(a)(2), which provides: “a telecommunications carrier may discontinue a service, except that a telecommunications carrier must first obtain prior commission approval before discontinuing service to another telecommunications carrier if end users would be deprived of service because of the discontinuance.” Yet, this subdivision along with subdivision 9 and Minn. R. 7812.2210, subp. 11, all focus on the provision of service, not billing arrangements. As a result, this argument also fails.

Zayo supplied a physical connection together with other carriers which ensured that Minnesotans in Jackson County had access to 911 emergency communication services. As Zayo acknowledges, Independent Emergency Services’ only role was to act as Public Safety’s billing agent. When Zayo terminated its physical connections with other carriers over what Commerce understands to be a billing dispute with Public Safety and Independent Emergency Services, it deprived end users of service in violation of Minn. Stat. § 237.74, subd. 6(a)(2) and Minn. R. 7812.2210, subp. 11. Zayo’s attempt to manufacture a “billing agent” exception has no basis in

²² DOC Initial Cmts. at 2.

²³ DOC Verified Compl. ¶¶ 8–10 (Nov. 29, 2022) (eDocket No. 202211-190936-02).

²⁴ Zayo Initial Cmts. at 14.

chapter 237 or the Commission's rules. As such, the Commission should investigate this serious matter.

III. ZAYO'S FACTUAL CLAIMS ARE NOT RESPONSIVE TO THE QUESTIONS NOTICED BY THE COMMISSION.

In its initial comments, Zayo makes a myriad of factual claims that are not responsive to the questions posed by the Commission in its December 6 notice of comment period.²⁵ At this stage, it suffices to say that Zayo appears confused about Commerce's involvement in the company's billing dispute with Independent Emergency Services and Public Safety.²⁶ In Commerce's experience, Zayo's characterization of the company's engagement with state agencies also appears to be overstated. Further, the involvement of other parties in the delivery of an intrastate call is hardly unusual and certainly does not relieve Zayo of its own legal responsibility. Regardless, Commerce appreciates that Zayo offered in its initial comments to work with the state agencies to resolve these issues and committed to not disconnect circuits used to facilitate 911 communications in the interim.²⁷ Commerce is similarly committed to working with Zayo, Public Safety, and the Commission to resolve this complaint in a timely and amicable manner that does not deprive Minnesotans of continuous 911 service.

²⁵ PUC NOTICE OF COMMENT PERIOD (Dec. 6, 2022) (eDocket No. 202212-191120-01)

²⁶ Zayo, for example, claims that the Department attended a virtual meeting with Zayo and Public Safety on November 18. Zayo Initial Cmts. at 8. The Department, however, neither attended nor was invited to the meeting.

²⁷ Zayo Initial Cmts. at 17.

CONCLUSION

For the reasons stated above and in its prior filings, Commerce continues to recommend that the Commission find that it has jurisdiction over the allegations in the complaint and that there are reasonable grounds to investigate.

Dated: January 6, 2023

Respectfully submitted,

Keith Ellison
State of Minnesota
Attorney General

/s/ **Richard Dornfeld**

RICHARD DORNFELD
Assistant Attorney General
Attorney Reg. No. 0401204

445 Minnesota Street, Suite 1400
St. Paul, MN 55101-2131
(651) 757-1327 (Voice)
(651) 297-1235 (Fax)
richard.dornfeld@ag.state.mn.us

ATTORNEY FOR DEPARTMENT OF
COMMERCE

|#5397261-v1

Exhibit I

Consent Decree

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of

TeleQuality Communications, LLC

)
)
)
)
)
)
)

File No.: EB-IHD-19-00028870

Acct. No.: 202032080016

FRN: 0016004012

ORDER

Adopted: February 5, 2020**Released: February 5, 2020**

By the Chief, Enforcement Bureau:

1. The federal Rural Health Care (RHC) Program ensures that eligible rural health care providers have access to the telecommunications necessary to deliver essential health care services to families and individuals living and working in rural and remote parts of the country.¹ The Commission takes seriously its role in safeguarding the RHC Program from waste, fraud, and abuse. To that end, the Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) has entered into a Consent Decree to resolve its investigation into whether TeleQuality Communications, LLC (TeleQuality) violated the Commission's RHC Program Rules² as well as the Commission's Contribution rules.³ Through the RHC Program, the Commission facilitates the availability of cutting edge medical services to rural communities, including broadband, high-speed telecommunications services, and internet connectivity.⁴ Parties that defraud or otherwise harm the RHC Program not only deprive the program of much needed funds, but also potentially harm millions of rural Americans, who

¹ See 47 U.S.C. §§ 254(h)(1)(A), (h)(2)(A).

² See 47 CFR §§ 54.603, 54.605, 54.609, and 54.615 (2018). In August 2019, the Commission revised the rules governing the Telecommunications Program (Telecom Program) to simplify calculation of the rural rate, reform competitive bidding in the RHC Program, and provide more clarity regarding RHC Program procedures. The revised competitive bidding rules and gift rules take effect in funding year 2020 and the revised rural rate rules will take effect in funding year 2021. See *generally Promoting Telehealth in Rural America*, Report and Order, 34 FCC Rcd 7335, 7433 at para. 214 (2019). Until the revised RHC Program rules take effect, the Commission's current rules are binding on TeleQuality's conduct. The description of the Telecom Program herein refers to the Commission's rules in effect at the time of the Company's actions described herein, prior to funding year 2020.

³ See 47 CFR §§ 1.1154, 52.17, 52.32, 54.706 through 54.713, 64.601 and 64.604 (2018).

⁴ The RHC Program includes two subprograms: the Telecom Program and the Healthcare Connect Fund. The Telecom Program provides support for the difference between the rural and urban rates for telecommunications services. See *Promoting Telehealth in Rural America*, 34 FCC Rcd 7335, ____ at para. 4; *Federal-State Joint Board on Universal Service*, Report and Order, 12 FCC Rcd 8776, 9111-9112 (1997). The Healthcare Connect Fund promotes the use of broadband services and the formation of health care consortia by providing a 65% discount on an array of advanced telecommunications and information services such as Internet access, dark fiber, business data, traditional Digital Subscriber lines, and private carriage services. See *Promoting Telehealth in Rural America*, 34 FCC Rcd 7335, 7433 at para. 4; see also *Rural Healthcare Support Mechanism*, Report and Order, 27 FCC Rcd 16678 (2012) (establishing the Healthcare Connect Fund). While the Consent Decree references the RHC Program generally, the apparent rule violations at issue in this Consent Decree concern primarily the Telecom Program.

may end up paying more for necessary medical services or forgoing them altogether. The Commission's rules governing the RHC Program⁵ are vital to protecting the program and its limited resources from waste, fraud, and abuse.

2. To settle this matter, TeleQuality admits, for the period of at least January 1, 2015, through December 31, 2018, to (a) using fabricated sales quotes as urban rates; (b) assisting health care providers in creating bid evaluation criteria and bid matrices during the competitive bidding period, and in responding to information requests from the Universal Service Administrative Company (USAC) in contravention of RHC Program rules; (c) providing improper incentives to health care providers to encourage the awarding of contracts to TeleQuality; (d) failing to determine its rural rates in accordance with section 54.607 of the Commission's rules; and (e) invoicing USAC and receiving payment for telecommunications services it did not provide to health care providers. TeleQuality further admits, for the period from January 1, 2010 to April 30, 2019, to failing to file accurate Telecommunications Reporting Worksheets (FCC Form 499-As) and failing to make required contributions payments. TeleQuality agrees to a settlement value of \$31,000,000, and to implement enhanced compliance measures in connection with its participation in the RHC Program and its required contributions obligations.⁶ This action will help further the Commission's goal of supporting as many health care providers as possible in the delivery of health care services to their rural communities.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, including the cooperation of Education Networks of America⁷ in the investigation and remediation of these violations, and the need to ensure rural health care providers do not experience a gap in critical services, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding TeleQuality's compliance with the RHC Program rules.

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of TeleQuality's basic qualifications to hold or obtain any Commission license or authorization.⁸

5. Accordingly, **IT IS ORDERED** that, pursuant to the authority delegated by Sections 0.111 and 0.311 of the Commission's rules,⁹ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** in accordance with the terms of the attached Consent Decree.

⁵ See 47 CFR §§ 54.600-54.680 (2018).

⁶ See 47 CFR §§ 1.1154, 52.17, 52.32, 54.706 through 54.713, 64.601 and 64.604 (2018).

⁷ In January 2018, TeleQuality was acquired by Education Networks of America, Inc. (ENA). In connection with the acquisition, ENA brought TeleQuality under ENA's overall management and ultimately installed a new management team at TeleQuality, including a new General Manager, in April 2019.

⁸ See 47 CFR § 1.93(b).

⁹ 47 CFR §§ 0.111, 0.311.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Kathryn K. Ganier, General Counsel, TeleQuality Communications, LLC, 21202 Gathering Oak, San Antonio, TX 78260; John T. Nakahata, Harris, Wiltshire & Grannis, LLP, 1919 M Street, NW, Suite 800, Washington, DC 20036; and Richard E. Wiley, Wiley Rein, LLP, 1776 K Street, Washington, DC 20006.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of	)	
	)	
TeleQuality Communications, LLC	)	File No.: EB-IHD-19-00028870
	)	Acct. No.: 202032080016
	)	FRN: 0016004012
	)	
	)	

CONSENT DECREE

1. The federal Rural Health Care Program (RHC Program) provides essential funding support to rural health care providers, facilitating access to the telecommunications services, broadband and other advanced telecommunications and information services necessary for the provision of health care in rural communities. The Federal Communications Commission's (Commission or FCC) rules governing the RHC Program are vital to protecting the program and its resources from waste, fraud, and abuse.

2. The Commission's Enforcement Bureau (Bureau) and TeleQuality Communications, LLC (together with its predecessor, TeleQuality Communications, Inc.), by their authorized representatives, hereby enter into this Consent Decree for the purposes of terminating the Bureau's investigation into whether TeleQuality violated the Commission's RHC Program rules¹ governing competitive bidding, the determination of rural rates, the determination of urban rates, as well as the Commission's Contribution rules.² TeleQuality Communications, LLC is the successor to TeleQuality Communications, Inc., which was the program participant through January 2, 2018. As set forth herein, to resolve this matter, TeleQuality admits, for the period of at least January 1, 2015, through December 31, 2018, to: (a) using fabricated sales quotes as urban rates; (b) assisting health care providers in creating bid evaluation criteria and bid matrices during the competitive bidding period, and in responding to information requests from the Universal Service Administrative Company (USAC) in contravention of RHC Program rules; (c) providing improper incentives to health care providers to encourage the awarding of contracts to TeleQuality; (d) failing to determine its rural rates in accordance with section 54.607 of the Commission's rules and, at least with respect to some requests, failing to determine its urban rates in accordance with Section 54.605 of the Commission's rules; and (e) invoicing USAC and receiving payment for telecommunications services it did not provide to health care providers. TeleQuality further admits, for the period from January 1, 2010 to April 30, 2019, to failing to file accurate Telecommunications Reporting Worksheets (FCC Form 499-As) reporting its actual interstate telecommunications revenues and failing to make required Contributions payments. TeleQuality agrees to a settlement value of \$31,000,000, and to implement enhanced compliance measures in connection with its participation in the RHC Program. This Consent Decree sanctions TeleQuality for its conduct in seeking and receiving RHC Program funds to which it was not entitled and for failing to pay its required Contributions obligations.

¹ See 47 CFR §§ 54.600-54.680 (2018).

² See 47 CFR §§ 1.1154, 52.17, 52.32, 54.706 through 54.713, 64.601 and 64.604 (2018).

I. DEFINITIONS

3. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.³
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (d) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (e) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission.
 - (f) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 20.
 - (g) “Contributions” means payments to one or more of the following funding mechanisms: USF, TRS, NANPA, LNPA, and/or FCC Interstate Telecommunications Service Provider regulatory fees, as required by Title 47, Code of Federal Regulations, sections 1.1154, 52.17, 52.32, 54.706 through 54.713, and 64.604, and sections 9, 225, 251, 254, and 715 of the Act.
 - (h) “Contribution rules” means Title 47, Code of Federal Regulations, sections 1.1154, 52.17, 52.32, 54.706 through 54.713, and 64.604, sections 9, 225, 251, 254, and 715 of the Act, and Commission orders related to preserving and advancing universal service, interstate telecommunications relay services, the administration of the North American Numbering Plan, the shared costs of local number portability administration and contributing to these funds, and assessment of Commission regulatory fees.
 - (i) “Covered Employees” means all employees and agents of TeleQuality who perform, supervise, oversee, or manage the performance of, duties that relate to TeleQuality’s responsibilities under the Communications Laws, including the RHC Program rules and the Contribution rules.
 - (j) “Education Networks of America” or “ENA” means Education Networks of America, Inc., and its predecessors in interest and successors in interest. Education Networks of America is the parent company of TeleQuality Communications, LLC.
 - (k) “Effective Date” means the date by which both the Bureau and TeleQuality have signed the Consent Decree.
 - (l) “Investigation” means the investigation commenced by the Bureau in File No. EB-IHD-18-00028281, investigating “violations of the Communications Act of 1934, as amended, and the Commission’s rules and orders governing the provision of telecommunications services in connection with the Rural Health Care Program (RHC Program) ... and receipt of support payments in connection with same by TeleQuality Communications, Inc. (TeleQuality) as a participant in the RHC

³ 47 U.S.C. § 151, *et seq.*

Program of the Universal Service Fund (USF).”⁴

- (m) “Letter of Inquiry” or “LOI” means the Letter of Inquiry issued to TeleQuality by the Enforcement Bureau on December 28, 2018.
- (n) “Operating Procedures” means the standard internal operating procedures and compliance policies established by TeleQuality to implement the Compliance Plan.
- (o) “Parties” means TeleQuality and the Bureau, each of which is a “Party.”
- (p) “Person” shall have the same meaning as defined in section 3(39) of the Communications Act, as amended, 47 U.S.C. § 153(39).
- (q) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (r) “RHC Program rules” means Title 47, Code of Federal Regulations, sections 54.600-54.680, section 254 of the Act, and Commission orders related to the provision of service in the RHC Program.
- (s) “TeleQuality” or “Company” means TeleQuality Communications, LLC, Education Networks of America, Inc., ENA Services, LLC and their predecessors in interest and successors in interest, including TeleQuality Communications, Inc.
- (t) “USAC” means the Universal Service Administrative Company, which serves as the administrator for the federal Universal Service Fund (USF or Fund).⁵

II. BACKGROUND

4. The RHC Program provides financial support to enable eligible health care providers to implement the modern telecommunications systems that are vital to 21st century medical care.⁶ Through the RHC Program, health care providers may apply for USF support for eligible services only by making a request for services from eligible service providers; seeking competitive bids for services eligible for support through a fair and open competitive bidding process; selecting the most cost-effective method for receiving the requested services; and complying with any other applicable state, local, or other procurement requirements.⁷ The fair and open competitive bidding requirement is a significant safeguard to protect the RHC Program and USF from waste, fraud, and abuse, and ensures that health care providers

⁴ Letter of Inquiry to TeleQuality (Dec. 28, 2018) at 1.

⁵ See 47 CFR § 54.701 (2018).

⁶ The RHC Program includes two subprograms: the Telecommunications Program (Telecom Program) and the Healthcare Connect Fund. The Telecom Program provides support for the difference between the rural and urban rates for telecommunications services. See *Promoting Telehealth in Rural America*, Report and Order, 34 FCC Rcd 7335, 7433 (2019) at para. 4; *Federal-State Joint Board on Universal Service*, Report and Order, 12 FCC Rcd 8776, 9111-9112 (1997). The Healthcare Connect Fund promotes the use of broadband services and the formation of health care consortia by providing a 65% discount on an array of advanced telecommunications and information services such as Internet access, dark fiber, business data, traditional Digital Subscriber lines, and private carriage services. See *Promoting Telehealth in Rural America*, Report and Order, 34 FCC Rcd 7335, 7433 (2019) at para. 4; See also *Rural Healthcare Support Mechanism*, Report and Order, 27 FCC Rcd 16678 (2012) (establishing the Healthcare Connect Fund). Although the Consent Decree references the RHC Program generally, the apparent rule violations at issue in this Consent Decree primarily concern the Telecom Program. See 47 CFR §§ 54.603-625 (2018).

⁷ 47 CFR §§ 54.602, 54.603, 54.615, 54.642 (2018).

choose the most cost-effective bid so that USF funds are used wisely and efficiently.⁸

5. Through the Telecom Program,⁹ eligible rural health care providers can obtain rates for supported services that are no higher than the “urban rate,” defined as “a rate no higher than the highest tariffed or publicly-available rate charged to a commercial customer for a functionally similar service in any city with a population of 50,000 or more in that state”¹⁰ The carrier providing the eligible service(s) must provide services at the urban rate, and is entitled to support payments from the Fund to account for the difference between the urban rate and the rural rate (the rate for telecommunications services provided to commercial customers in rural areas, which is generally higher than the urban rate).¹¹

6. Service providers and health care providers can obtain and use urban rates from several sources.¹² One source is USAC’s website, which contains a list of acceptable urban rates.¹³ A health care provider must submit documentation of the urban rate to USAC.¹⁴ USAC uses the urban and rural rates to determine, among other things, the appropriate support payments from the Fund.¹⁵

7. The Commission’s Rules establish three, and only three, methods for a service provider to determine its rural rate. These methods must be considered in sequence based on the factual circumstances.¹⁶ The first method (Method 1) must be considered if the service provider itself offers

⁸ See *In the Matter of Rural Health Care Support Mechanism*, Order, 22 FCC Rcd 20360, 20412, paras. 101-02. (2007). See also *Federal-State Joint Board on Universal Service*, Report and Order, 12 FCC Rcd 8776, 9076, paras. 480, 686, 688 (1997) (requiring a competitive bidding processes for eligible schools and libraries and eligible health care providers requiring that descriptions of services be posted “so that potential providers can see and respond to them”).

⁹ In August 2019, the Commission revised the rules governing the Telecom Program to simplify calculation of the rural rate, reform competitive bidding in the RHC Program, and provide more clarity regarding RHC Program procedures. The revised competitive bidding rules and gift rules take effect in funding year 2020 and the revised rural rate rules will take effect in funding year 2021. See generally *Promoting Telehealth in Rural America*, Report and Order, 34 FCC Rcd 7335, 7433 (2019) at para. 214. Until the revised RHC Program rules take effect, the Commission’s current rules are binding on TeleQuality’s conduct. The description of the Telecom Program herein refers to the Commission’s rules in effect at the time of the Company’s actions described herein, prior to funding year 2020.

¹⁰ 47 CFR §§ 54.605, 54.613 (2018). The urban rate is no greater than the rate provided for services over a distance equal to the “standard urban distance”, or “the average of the longest diameters of all cities with a population of 50,000 or more within the state.” 47 CFR § 54.605 (2018).

¹¹ 47 CFR §§ 54.602, 54.609 (2018). See generally 47 U.S.C. § 254(h)(1)(A); *Rural Health Care Support Mechanism*, Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking, 18 FCC Rcd 24546 (2003) (2003 Order and Further Notice).

¹² See generally *Promoting Telehealth in Rural America*, Report and Order, 34 FCC Rcd 7335, 7433 (2019) at para. 41.

¹³ *Id.*

¹⁴ 47 CFR § 54.605 (2018) (describing how to calculate the urban rate based on publicly-available information); see *Rural Health Care Support Mechanism*, WC Docket No. 02-60, Order, 30 FCC Rcd 230, 231, paras. 2-3 (WCB 2015) (requiring applicants to submit all supporting documentation, including proof of the urban rate, on FCC Form 466). See also *Telecom Program: Urban and Rural Rates, Urban Rate Documentation*, USAC, http://www.usac.org/_res/documents/rhc/pdf/handouts/TelecomRuralUrbanRateInfo.pdf (last visited Sep. 12, 2019).

¹⁵ See 47 CFR § 54.609 (2018).

¹⁶ See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19 - 21 (1997). See also 47 CFR § 54.607 (2018); *The Wireline Competition Bureau Provides Guidance Regarding the Commission’s Rules For Determining*

comparable services to non-health care provider customers in the same rural area.¹⁷ If so, the Commission's Rules require that a service provider's rural rate must "be the average of the rates actually being charged to commercial customers, other than health care providers, for identical or similar services provided by the telecommunications carrier providing the service in the rural area in which the health care provider is located."¹⁸

8. Where the telecommunications carrier "is not providing any identical or similar services in the rural area," the second method (Method 2) must be considered:¹⁹ "[T]he rural rate shall be the average of the tariffed and other publicly available rates, not including any rates reduced by universal service programs, charged for the same or similar services in that rural area over the same distance as the eligible service by other carriers."²⁰

9. The last and final method (Method 3) must be considered only if there are no tariffed or publicly available rates for such services in that rural area, or if the carrier reasonably determines that this method for calculating the rural rate is unfair.²¹ In such cases, "then the carrier shall submit for the state commission's approval, for intrastate rates, or the Commission's approval, for interstate rates, a cost-based rate for the provision of the service in the most economically efficient, reasonably available manner."²² Where a carrier seeks approval of a state commission for intrastate rates or the Commission for interstate rates, "a justification of the proposed rural rate, including an itemization of the costs of providing the requested service" is required.²³

10. The Communications Act requires that the Commission establish mechanisms to fund universal service (USF), interstate telecommunications relay services (TRS), the North American

Rural Rates in the Rural Health Care Telecommunications Program, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019).

¹⁷ See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19 - 21 (1997). See also 47 CFR § 54.607(a) (2018); *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019).

¹⁸ 47 CFR § 54.607(a) (2018). The rates averaged to calculate the rural rate must not include any rates reduced by universal service support mechanisms. *Id.* A service provider may consider its pre-discount prices for services provided to E-rate customers in determining its rural rates. See *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019) at 4.

¹⁹ See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19 - 21 (1997). See also 47 CFR § 54.607(b) (2018); *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019).

²⁰ 47 CFR § 54.607(b) (2018).

²¹ See *Updated Frequently Asked Questions on Universal Service for Rural Health Care Providers*, 12 FCC Rcd 13429, 13433 at part IV, Calculating Amount of Support, Question Nos. 19 - 21 (1997). See also 47 CFR § 54.607(b) (2018); *The Wireline Competition Bureau Provides Guidance Regarding the Commission's Rules For Determining Rural Rates in the Rural Health Care Telecommunications Program*, WC Docket No. 02-60, DA-19-92 (WCB Feb. 15, 2019).

²² 47 CFR § 54.607(b) (2018).

²³ 47 CFR § 54.607(b)(1) (2018).

Numbering Plan (NANPA), and the shared costs of local number portability administration (LNPA).²⁴ The Commission funds these programs through assessments on providers of interstate telecommunications.²⁵ The Commission requires telecommunications carriers and certain other providers of telecommunications (including Voice-over-Internet-Protocol (VoIP)) to report each year on the FCC Form 499-A the revenues they receive from offering service.²⁶ The administrators of each of these programs use these reported revenues to calculate and assess any necessary contributions.²⁷ With very limited exceptions, all intrastate, interstate, and international providers of telecommunications in the United States must file FCC Form 499-As, and many must also contribute to the USF, TRS, NANPA, and LNPA.²⁸ The Commission also utilizes Form 499-As to calculate and assess annual regulatory fees.²⁹

11. TeleQuality is a provider of telecommunications services, information services, and VoIP services³⁰ in connection with the RHC Program and is authorized to do business in 48 states.³¹ The Company participates in, and services rural health care facilities through, both the RHC Program's Telecom Program and the Healthcare Connect Fund Program.³² TeleQuality does not provide services to commercial customers outside of the RHC Program.³³ TeleQuality provides both intrastate and interstate telecommunications services and VoIP³⁴ and is required to accurately report its revenues on its FCC Form 499-As, and to contribute to USF, TRS, NANPA, and LNPA, and to pay FCC regulatory fees based on those revenues. In January 2018, TeleQuality was acquired by Education Networks of America, Inc. (ENA). In connection with the acquisition, ENA brought TeleQuality under ENA's overall management and ultimately installed a new management team at TeleQuality, including a new General Manager, in April 2019.

12. On December 28, 2018, the Commission issued a Letter of Inquiry (LOI) to TeleQuality, initiating an investigation into TeleQuality's business practices in connection with its participation in the RHC Program.³⁵ The investigation focused on TeleQuality's conduct during the RHC Program's competitive bidding process, TeleQuality's rural rate determinations, and the Company's compliance with the Commission's urban rate rules.

²⁴ 47 U.S.C. §§ 225, 251, 254, 715.

²⁵ See 2019 Instructions to the Telecommunications Reporting Worksheet, FCC Form 499-A at 2.

²⁶ See 47 CFR 52.17(b), 52.32(b), 54.708, 54.711, 64.604(c)(5)(iii)(A)-(B) (2018).

²⁷ See 2019 Instructions to the Telecommunications Reporting Worksheet, FCC Form 499-A at 2.

²⁸ See 47 CFR 52.17(b), 52.32(b), 54.706, 54.708, 54.711, 64.604(c)(5)(iii)(A)-(B) (2018). See also 2019 Instructions to the Telecommunications Reporting Worksheet, FCC Form 499-A at 2-5.

²⁹ See 47 CFR 1.1154.

³⁰ See TeleQuality's Initial Response to the LOI (Jan. 29, 2019) at Response to Request 10.

³¹ See TeleQuality's Initial Response to the LOI (Jan. 29, 2019) at Response to Requests 3-4.

³² See generally TeleQuality's Initial Response to the LOI (Jan. 29, 2019).

³³ See TeleQuality's Initial Response to the LOI (Jan. 29, 2019) at Response to Request 15.

³⁴ See TeleQuality's Initial Response to the LOI (Jan. 29, 2019) at Response to Request 10.

³⁵ Letter of Inquiry from Rakesh Patel, Enforcement Bureau, FCC to Tim Koxlien, Chief Executive Officer, TeleQuality (Dec. 28, 2018) (on file in EB-IHD-18-00028281) (LOI).

13. In response to the LOI, TeleQuality retained outside counsel to conduct an investigation and subsequently made a series of disclosures and document productions to the Bureau³⁶ supporting multiple violations of the Commission's rules, including:

A. Violations of the RHC Program Rules governing the competitive bidding process.

- From at least 2015 through 2017, TeleQuality repeatedly assisted rural health care providers in the construction of bid analysis documents and instructed rural health care providers to alter bid evaluation criteria in a way that would increase the likelihood that TeleQuality would win RHC Program contracts.
- In an internal Company e-mail exchange, a TeleQuality employee stated "I'm thinking [REDACTED] [sic] might actually need to refile their 465. Why, you ask? Because we wouldn't win if they used the bid matrix that is on their current 465."³⁷ TeleQuality employees induced [REDACTED], a health care provider, to post a second Form 465. This new Form 465 reflected amended bid criteria that reduced the weight given to the cost of the proposals from 40% to 30%.³⁸
- In connection with a different rural health care provider, TeleQuality employees assisted in the creation of [REDACTED]'s bid matrix, reviewed drafts of the matrix during the competitive bidding period, and provided changes that were adopted by [REDACTED].³⁹ At the suggestion of TeleQuality employees, [REDACTED] lowered the weighting of the cost component and added additional criteria which favored TeleQuality.⁴⁰
- A TeleQuality employee advised [REDACTED] on how to respond to a competitor company's inquiry received by [REDACTED] during the 28-day competitive bidding period.⁴¹
- TeleQuality's Funding Specialist requested and received a competitor's quote from [REDACTED] during the 28-day competitive bidding period. In forwarding the vendor's quote, the [REDACTED] employee stated: "Thank you [Tara] for

³⁶ TeleQuality provided the Enforcement Bureau with an overview of its apparent rule violations on April 8, 2019 and May 17, 2019, and provided an overview of its Contributions violations to the Enforcement Bureau and the Wireline Competition Bureau (WCB) on September 19, 2019, and its over invoicing violations on October 8, 2019 (TeleQuality Briefing).

³⁷ See Conversation with Ricky Lopez, Sales Associate, TeleQuality involving Natalie Verette, Director of Operations/Sales, TeleQuality (Apr. 20, 2017), TQLOI_0000428.

³⁸ Compare FY2017 FCC Form 465, HCP No. 38352 (Jan. 9, 2017) with FY2017 FCC Form 465, HCP No. 38352 (Apr. 24, 2017).

³⁹ See E-mail from [REDACTED] to Tara Nordstrom, TeleQuality (Aug. 22, 2016), TQLOI_0000278; see also Conversation with Tara Nordstrom, Funding Specialist, TeleQuality involving Ricky Lopez, Sales Associate, TeleQuality (Aug. 22, 2016), TQLOI_0000452 (Nordstrom: "would you like to review the bid matrix with me"; Lopez "yes").

⁴⁰ See E-mail from Tara Nordstrom, Funding Specialist, TeleQuality to Ricky Lopez, Sales Associate, TeleQuality (Aug. 22, 2016) (suggesting awarding TeleQuality 10 points for cost instead of 25; including factors such as customer reference factor and personal visit), TQLOI_0000379. See also E-mail from [REDACTED] to Ricky Lopez, Sales Associate TeleQuality (Aug. 26, 2016) (attaching a bid matrix implementing TeleQuality's suggested changes), TQLOI_0000456.

⁴¹ See E-mail from [REDACTED] to Ricky Lopez, Sales Associate, TeleQuality (Aug. 23, 2016) ("Hey Ricky, what should I tell her? Both? Thank you again for all your help."), TQLOI_0000182-0000186.

always helping us out with all of this. Here is the quote of the other vendor.”⁴² TeleQuality’s Funding Specialist then asked a TeleQuality sales associate if he wanted to review the competitor’s quote to which the sales associate replied, “yep.”⁴³

- In other instances, after TeleQuality won contracts from rural health care providers, these providers received information requests from USAC concerning the competitive bidding process through which these contracts were awarded. On numerous occasions, TeleQuality assisted in the construction of, and/or reviewed, bid-related documents that were only created after USAC sought such documents and well after the contracts at issue were awarded (*post facto* bid matrices),⁴⁴ to give USAC the false impression that proper bid analyses were performed at the time award decisions were made for contracts awarded to TeleQuality.
- Through mid-2016, TeleQuality initiated a sales promotion in which the Company provided free routers valued between \$800 and \$2,000, and firewalls valued between \$3,000 and \$4,000, to health care providers to induce these providers to award contracts to the Company.⁴⁵
- TeleQuality offered health care providers below market discounts on their telecommunications services at non-rural sites. TeleQuality then recouped the losses from those below-market rates by improperly inflating its rates on the rural sites which were supported by the USF.⁴⁶

B. Violations of the Commission’s rules governing the determination of urban rates.

- Purported Level 3 Communications, Inc. (Level 3) sales quotes provided by TeleQuality to USAC to support the Company’s urban rates were forged by TeleQuality employees in 2015 and 2016. These sales quotes were not issued by Level 3, whose name and logo appeared on the sales quotes.⁴⁷
- These sales quotes were wholesale fabrications by TeleQuality employees and were not based on rates charged by Level 3.⁴⁸ A TeleQuality employee who previously worked for Level 3 forged Level 3’s letterhead, and

⁴² See E-mail from [REDACTED] to Tara Nordstrom, TeleQuality (Aug. 22, 2016), TQLOI_0000222.

⁴³ See Conversation with Tara Nordstrom, Funding Specialist, TeleQuality involving Ricky Lopez, Sales Associate, TeleQuality (Aug. 22, 2016), TQLOI_0000452.

⁴⁴ See, e.g., TeleQuality’s Fifth Response to LOI, TeleQuality Summary (“questionable”) (Apr. 9, 2019).

⁴⁵ See, e.g., E-mail from Chris Morgan, Sales Associate, TeleQuality to [REDACTED] and [REDACTED] (Mar. 18, 2016), TQLOI_0000755.

⁴⁶ See, e.g., E-mail from William Anderwald, TeleQuality to Ricky Trotter, TeleQuality (Mar. 18, 2015), TQLOI_0156566.

⁴⁷ See Letter of Inquiry from Rakesh Patel, Enforcement Bureau, FCC to John Benedict, CenturyLink Communications (Apr. 12, 2019) (CenturyLink LOI). CenturyLink Communications acquired Level 3 Communications, Inc. on November 1, 2017. See News Releases, “CenturyLink completes acquisition of Level 3,” <http://news.centurylink.com/2017-11-01-CenturyLink-completes-acquisition-of-Level-3> (last visited Oct. 21, 2019).

⁴⁸ See Response of CenturyLink to LOI (Apr. 12, 2019) (CenturyLink LOI Response).

misrepresented Level 3's rates to USAC.

- USAC relied upon these fabricated and forged urban rate documents to calculate payments TeleQuality received from the USF. TeleQuality misled USAC, resulting in the Company receiving substantially more USF support than that to which it was entitled.
- TeleQuality was aware as early as November 2017 that these sales quotes were likely invalid.⁴⁹ There is no evidence that TeleQuality made any significant effort to verify the authenticity of the sales quotes with the carrier at that time.
- TeleQuality relied on its own service in Texas, indirectly supported through RHC support, to establish an urban rate. This was not a proper basis for doing so.⁵⁰ TeleQuality disclosed that this practice likely predated Funding Year 2017.
- TeleQuality also initially submitted some Funding Year 2017 urban rates based on insufficient documents, and likely did so for years prior to Funding Year 2017. TeleQuality subsequently provided revised urban rates to USAC for Funding Year 2017.⁵¹

C. Violations of the Commission's rules governing the determination of rural rates.

- TeleQuality provides both intrastate and interstate telecommunications services but does not have commercial customers outside of the RHC Program.⁵² As such, TeleQuality must determine its rural rates using Method 2 or Method 3 but repeatedly failed to use either one of these methods.⁵³
- When requested by USAC and the Commission to identify which rural rate method TeleQuality used to calculate its rates for Funding Year 2016 and Funding Year 2017, the Company proffered publicly available rates and tariffs to substantiate approximately 414 of its funding requests under Method 2—averaged publicly available and tariffed rates—and, for some intrastate services, Method 3 (cost-based rates approved by a state commission). For at least 341 of these 414 funding requests, the publicly-available rates and tariffs were filed *after* the Company set the rural rate, sometimes by more than one year.
- TeleQuality also represented to USAC and the Commission that it was determining its rural rates for over 350 other funding requests for Funding Year 2017 in accordance with Method 3—interstate rates requiring Commission approval.⁵⁴ In connection with these funding requests,

⁴⁹ See e.g., E-mail from William Anderwald, TeleQuality to Tara Nordstrom, TeleQuality (Nov. 10, 2017), TQLOI_0000849.

⁵⁰ See TeleQuality Production of May 22, 2019; TeleQuality Production of May 17, 2019.

⁵¹ See TeleQuality Production of May 22, 20219.

⁵² See TeleQuality's Initial Response to the LOI (Jan. 29, 2019).

⁵³ See 47 CFR §54.607 (2018).

⁵⁴ See TeleQuality's Sixth Response to the LOI (Apr. 12, 2019).

TeleQuality had not obtained Commission approval prior to relying on these rates, and did not seek FCC approval of interstate rates during Funding Year 2015 and Funding Year 2016, and in prior years.

D. Violations of the Commission's rules concerning Contributions.

- In completing its Form 499-As, TeleQuality improperly classified substantially all of its revenues as intrastate.⁵⁵ TeleQuality failed to properly report its interstate telecommunications revenues on its Form 499-As, which caused USAC to not fully invoice TeleQuality for its required contribution payment obligations and enabled TeleQuality to avoid making the full contributions payments required from 2010 to 2018.

E. Invoicing USAC for uninstalled or disconnected services.

- From 2015 to 2017, TeleQuality submitted inaccurate invoices to USAC and received more USF support than that to which it was entitled based on those inaccurate invoices in three respects.⁵⁶ First, TeleQuality submitted invoices to USAC and received payments for service it did not provide or for charges it did not assess to the end user. Second, TeleQuality did not reduce its requested support for circuits that were disconnected prior to the end of the support period. Third, TeleQuality invoiced USAC and received payment for services that had not been installed during the support period.

III. TERMS OF AGREEMENT

14. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

15. **Jurisdiction.** For purposes of this Consent Decree, TeleQuality agrees that the Bureau has jurisdiction over the Company and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

16. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that the Adopting Order and this Consent Decree shall have the same force and effect as any other order adopted by the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order. The Bureau has relied on disclosures and factual representations made to the Bureau and Commission by TeleQuality. If the Bureau determines that TeleQuality made any material misrepresentation or material omission relevant to the resolution of this Investigation, the Bureau retains the right to seek modification of this Consent Decree and retains the right to pursue any other remedies available to the Commission under its rules.

17. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree, based on the acquisition by ENA of the rights and obligations of TeleQuality, the cooperation of ENA in the investigation and remediation of these violations, and in light of the need to ensure rural health care providers do not experience a gap in critical services, the Bureau agrees to terminate the Investigation. Nevertheless, the Bureau explicitly recognizes TeleQuality's programmatic violations described herein as egregious, wide-ranging, and unacceptable. Thus, this Consent Decree should not be interpreted as the Commission condoning TeleQuality's violations of RHC Program Rules.

⁵⁵ See, e.g., TeleQuality 2017 FCC Form 499-A (May 2, 2017).

⁵⁶ See, e.g., E-mail from John Nakahata, Harris, Wiltshire & Grannis LLP, to Elizabeth Drogula, Wireline Competition Bureau, Federal Communication Commission, et al. (Oct. 31, 2019).

In consideration for the termination of the Investigation, TeleQuality agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of material misrepresentations, material omissions, or new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against TeleQuality concerning the matters that were the subject of the Investigation, including (1) the 2015-2018 practices described in paragraphs 2 and 13 of this Consent Decree and disclosed in response to the LOI,⁵⁷ and (2) any such practices that occurred prior to 2015, unless such practices were required to be disclosed in response to the LOI and were not so disclosed. This Consent Decree also resolves all claims for repayment to the Universal Service Fund arising from (1) the 2015-2018 practices described in paragraphs 2 and 13 of this Consent Decree and disclosed in response to the LOI,⁵⁸ and (2) any such practices that occurred prior to 2015, unless such practices were required to be disclosed in response to the LOI and were not so disclosed. This Consent Decree does not terminate any other investigations that have been or might be conducted by other law enforcement agencies or offices. This Consent Decree also does not terminate any ongoing reviews conducted by the FCC's Wireline Competition Bureau⁵⁹ and USAC with respect to any matters other than those resolved above in this paragraph.⁶⁰

18. **Admission of Liability.** TeleQuality admits for the purpose of this Consent Decree and for the Commission's civil enforcement purposes, and in express reliance on the provisions of paragraph 17 herein, that its actions in paragraph 13 violated sections 1.1154, 52.17, 52.32, 54.605, 54.607, 54.613, 54.615, 54.706, 54.711, and 64.604(c)(iii)(5)(A)-(B) of the Commission's rules⁶¹ and sections 9, 225, 251, 254, and 715 of the Communications Act, and that it accepts sole responsibility for those actions.⁶²

19. **Compliance Officer.** In the event it has not already done so, within thirty (30) calendar days after the Effective Date, TeleQuality shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. TeleQuality will notify the Enforcement Bureau of the name of the individual so designated and will advise the Enforcement Bureau upon any change in such designation.⁶³ The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that TeleQuality and its employees comply with the terms and conditions

⁵⁷ See Appx. D.

⁵⁸ See Appx. D. This Consent Decree also resolves the impact of the disclosed 2015 to 2018 conduct on underlying multiyear contracts, except that, for contracts underlying the funding requests listed in Appx. B, the parties agree that no support payments will be made.

⁵⁹ The Wireline Competition Bureau completed its review of TeleQuality's Funding Year 2017 Method 3 interstate rates on December 23, 2019. See Letter of Elizabeth Drogula, Deputy Chief, Telecommunications Access Policy Division to John Nakahata, Counsel to TeleQuality Communications, LLC (Dec. 23, 2019) (WCB December 23, 2019 Letter). Its review of TeleQuality's Funding Year 2018 Method 3 interstate rates remains ongoing. TeleQuality's funding requests that were or are subject to the Wireline Competition Bureau's review are listed in Appx. C.

⁶⁰ See Appx. D. USAC will continue to review TeleQuality's funding requests for Funding Years 2017 and 2018 with regard to any violations of the Commission's rules not included in the Investigation, and in accordance with the WCB December 23, 2019 Letter. As of the Effective Date, the Enforcement Bureau's Investigation is complete. See *id.*

⁶¹ See 47 CFR §§ 1.1154, 52.17, 52.32, 54.605, 54.607, 54.613, 54.615, 54.706, 54.711, 64.604(c)(5)(iii)(A)-(B) (2018).

⁶² 47 U.S.C. §§ 159, 225, 251, 254, 616.

⁶³ Notification shall be made to Rakesh Patel, Chief, Fraud Division, Enforcement Bureau, Federal Communications Commission, Room 3-C365, 445 12th Street, SW, Washington, DC 20554, or his successor or designee, with a copy submitted electronically to Rakesh Patel at Rakesh.Patel@fcc.gov.

of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the RHC Program rules and the Contribution rules prior to assuming his/her duties. The Compliance Officer shall have no duties or functions related to the sales or marketing of TeleQuality's services in connection with the RHC Program and will report independently to ENA's General Counsel. The Compliance Officer will have final authority within TeleQuality on the Company's compliance practices.

20. **Compliance Plan.** For purposes of settling the matters set forth herein, TeleQuality agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. TeleQuality will provide the Enforcement Bureau with a draft of this plan for its review and approval within forty-five (45) calendar days of the Effective Date. With respect to the RHC Program rules and Contribution rules, TeleQuality will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, TeleQuality shall establish Operating Procedures that all Covered Employees must follow to help ensure TeleQuality's compliance with the RHC Program rules and Contribution rules. TeleQuality's Operating Procedures shall include internal procedures and policies specifically designed to ensure a separation of functions between sales, finance, and compliance. TeleQuality's Operating Procedures shall include operating procedures and policies to ensure TeleQuality's operations comply with RHC Program rules and Contribution rules, and data retention policies to ensure preservation of RHC Program participation records for the period required under Commission rules. TeleQuality shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the RHC Program rules and Contribution rules. The Compliance Officer shall ensure that Covered Employees adhere to the Operating Procedures and utilize the Compliance Checklist.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the RHC Program rules and Contribution rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure TeleQuality's compliance with these rules. TeleQuality shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. The Compliance Officer shall ensure that Covered Employees comply with the requirements of the Compliance Manual. TeleQuality shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** TeleQuality shall establish and implement a Compliance Training Program on compliance with the RHC Program rules and Contribution rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of TeleQuality's obligation to report any noncompliance with the RHC Program rules and the Contribution rules under paragraph 21 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within seventy-five (75) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. TeleQuality shall repeat compliance training on an annual basis and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and

complete, and to enhance its effectiveness. The Compliance Officer shall ensure that all Covered Employees certify that they received Compliance Training and will abide by the requirements at time of hire and thereafter annually.

- (d) **Staff Review**. Within sixty (60) calendar days after the Effective Date, TeleQuality will review all TeleQuality personnel for suitability for their positions in a compliant organization and terminate the employment of any employee found not suitable for continued employment within ninety (90) calendar days after the Effective Date.
- (e) **Refiling of Forms 499-A**. Within sixty (60) calendar days after the Effective Date, TeleQuality will amend its 2016, 2017, 2018, and 2019 Form 499-As (reporting revenues for calendar years 2015, 2016, 2017, and 2018, respectively).

21. **Reporting Noncompliance**. TeleQuality shall report any noncompliance with the RHC Program rules and Contribution rules, and with the terms and conditions of this Consent Decree, within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that TeleQuality has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that TeleQuality has taken or will take to prevent the recurrence of any such noncompliance. The Compliance Officer must maintain a log of all reports received and shall identify the date and time the report was received, the name of the person making the report, details about the reported conduct or activities, and actions TeleQuality plans to take to address the report. The logs shall be provided to the FCC upon request. All reports of noncompliance shall be submitted to Rakesh Patel, Chief, Fraud Division, Enforcement Bureau, Federal Communications Commission, Room 3-C365, 445 12th Street, SW, Washington, DC 20554, or his successor or designee, with a copy submitted electronically to Rakesh Patel at Rakesh.Patel@fcc.gov.

22. **Compliance Reports**. TeleQuality shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, six (6) months after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, thirty-six (36) months after the Effective Date, forty-eight (48) months after the Effective Date, and sixty (60) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of TeleQuality's efforts during the relevant period to comply with the terms and conditions of this Consent Decree, the RHC Program rules and Contribution rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of TeleQuality, stating that the Compliance Officer has personal knowledge that TeleQuality: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 21 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the Commission's rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.⁶⁴
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of TeleQuality, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that TeleQuality has taken or will take to remedy such

⁶⁴ 47 CFR § 1.16 (2018).

noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that TeleQuality has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

- (d) All Compliance Reports shall be submitted to Rakesh Patel, Chief, Fraud Division, Enforcement Bureau, Federal Communications Commission, Room 3-C365, 445 12th Street, SW, Washington, DC 20554, or his successor or designee, with a copy submitted electronically to Rakesh Patel at Rakesh.Patel@fcc.gov.

23. **Termination Date.** Unless stated otherwise, the requirements set forth in this Consent Decree shall expire sixty-one (61) months after the Effective Date (Termination Date).

24. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act⁶⁵ against TeleQuality or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by TeleQuality with the Communications Laws.

25. **Settlement Amount.** TeleQuality agrees to a Settlement Amount of \$31,000,000 (Settlement Amount) to fully resolve the Investigation.

- (a) TeleQuality will repay \$19,047,112 (Repayment Amount)⁶⁶ to the USF in installments through offsets of its USF disbursements (Installment Payment). Each Installment Payment shall consist of a minimum of \$1.00 for every \$3.00 of the disbursements authorized by USAC to be disbursed to TeleQuality from the USF. TeleQuality agrees to pay a Minimum Annual Installment Payment (Minimum Annual Payment) for each Year (12-month intervals beginning on the Effective Date) following the Effective Date of the Consent Decree as follows:

- Year 1 – Payment of \$9,047,112
 - Year 2 – Payment of \$2,500,000
 - Year 3 – Payment of \$2,500,000
 - Year 4 - Payment of \$2,500,000
 - Year 5 - Payment of \$2,500,000
- i. Any Minimum Annual Payment Amount unpaid at the end of a Year shall be paid to USAC by TeleQuality within thirty days of the end of the Year. If TeleQuality satisfies its Minimum Annual Payment Amount for a particular Year, the remaining Installment payments for the Year will be suspended and will resume in the following Year.
- ii. TeleQuality hereby grants USAC the right and authority to withhold Installment Payments immediately upon the Effective Date and will deduct

⁶⁵ 47 U.S.C. § 208.

⁶⁶ See Appx. A. The Repayment Amount is based on the funding requests associated with one or more RHC Program rule violations disclosed by TeleQuality.

- each Installment Payment prior to disbursing the balance of the funds to TeleQuality.
- iii. Full repayment of \$19,047,112 shall be made by TeleQuality to the USF prior to the Termination Date.
 - iv. TeleQuality acknowledges and agrees that upon execution of this Consent Decree, the Repayment Amount, each Installment Payment, and the Minimum Annual Payment shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).⁶⁷ Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated.
 - v. TeleQuality releases any and all claims it has asserted, could have asserted, or may assert in the future before or against USAC and/or the Commission relating to the funding requests identified in Appendix A.
- (b) TeleQuality hereby agrees to pay no less than \$2,000,000 in outstanding USF Contributions for Funding Year 2017 with respect to such funding requests listed in Appendix C through its Funding Year 2017 disbursements, and an additional amount no less than \$2,000,000 in outstanding USF contributions for Funding Year 2018 through its Funding Year 2018 disbursements with respect to such funding requests listed in Appendix C (Contributions Amount). The total Contributions Amount shall satisfy TeleQuality’s owed USF Contributions through Funding Year 2018⁶⁸ and shall be deemed to be part of the Settlement Amount.
- i. TeleQuality will repay the Contributions Amount to the USF through offsets to each such funding request approved by USAC for Funding Year 2017 and Funding Year 2018 based on the contribution factor applicable to each funding request.
 - ii. In the event that TeleQuality’s aggregate assessed Contributions for Funding Year 2017 and Funding Year 2018 total less than \$4,000,000, TeleQuality hereby agrees to pay the difference between \$4,000,000 and the aggregate assessed Contributions to the USF within thirty days of the final approved disbursement.
- (c) TeleQuality hereby waives and withdraws all pending claims before USAC and/or the Commission involving \$4,452,888 in funding requests associated with violations of the Commission’s rules governing competitive bidding in the RHC Program, as listed in Appendix B of this Consent Decree. TeleQuality further releases any and all claims it has asserted, could have asserted, or may assert in the future before or against USAC and/or the Commission relating to these funding requests. The \$4,452,888 shall be deemed to be part of the Settlement Amount.

⁶⁷ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

⁶⁸ This amount does not include any outstanding TRS, NANPA, LNPA, and Telecommunications Service Provider regulatory fees, or fees which may be assessed as a result of TeleQuality’s forthcoming revisions to its 2016, 2017, 2018, and 2019 Form 499-As. To the extent that such fees are not yet due, nothing in this Consent Decree or in the WCB December 23, 2019 Letter requires prepayment of those fees in order for commitments or disbursements to occur.

- (d) TeleQuality hereby admits that it overstated its rural rates in Funding Years 2017 and 2018 by an estimated \$3,500,000. Without prejudice to the position of the Commission, USAC, or TeleQuality as to whether TeleQuality overstated its rural rate for those years by more than \$3,500,000, TeleQuality hereby waives and withdraws up to \$3,500,000 in claims for Funding Years 2017 and 2018 before USAC and/or the Commission⁶⁹ associated with rural rate reductions for its overstated rural rates in the funding requests listed in Appendix C of this Consent Decree, in amounts determined by the Wireline Competition Bureau's December 23, 2019 Letter and any similar action resolving consideration of TeleQuality's interstate Method 3 rates for Funding Year 2018. TeleQuality further releases any and all claims and rights to appeal it has asserted, could have asserted, or may assert in the future before or against USAC and/or the Commission relating to these Method 3 rural rate determinations, up to \$3,500,000. The \$3,500,000 shall be included as part of the Settlement Amount.

26. **Event of Default.** TeleQuality agrees that an Event of Default shall occur upon the failure by TeleQuality to comply with any terms of paragraph 25 of this Consent Decree.

27. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid Repayment Amount shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid Repayment Amount, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by TeleQuality.

28. **Waivers.** As of the Effective Date, TeleQuality waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. TeleQuality shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither TeleQuality nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and TeleQuality shall waive any statutory right to a trial *de novo*. TeleQuality hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act⁷⁰ relating to the matters addressed in this Consent Decree.

29. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

30. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

31. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an Order

⁶⁹ The Wireline Competition Bureau's and USAC's review remains ongoing related to TeleQuality's rural rates for Funding Year 2017 and Funding Year 2018. See Appx. C. This Consent Decree does not limit or terminate the Wireline Competition Bureau's or USAC's review.

⁷⁰ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530 (2018).

specifically intended to revise the terms of this Consent Decree to which TeleQuality does not expressly consent) that provision will be superseded by such Rule or Order.

32. **Successors and Assigns.** TeleQuality agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

33. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. In furtherance of settlement, and subject to the other terms of this Consent Decree, the Parties agree as follows:

- (a) This Consent Decree does not settle any other investigations that have been or might be conducted by other law enforcement agencies, offices, or USAC.
- (b) TeleQuality will repay \$19,047,112 to the USF through offset of its authorized disbursements from the USF.
- (c) TeleQuality will pay \$4,000,000⁷¹ in outstanding USF Contributions for 2017 and 2018 through its Funding Years 2017 and 2018 disbursements.
- (d) TeleQuality will withdraw its claims presently before USAC, and not pursue any monies from the USF involving \$4,452,888 in USF support payments related to TeleQuality's participation in the RHC Program in connection with the funding requests listed in the attached Appendix B.
- (e) Without prejudice to the position of the Commission, USAC, or TeleQuality as to whether TeleQuality overstated its rural rate for those years by an estimated \$3,500,000, TeleQuality will withdraw up to \$3,500,000 in claims for Funding Years 2017 and 2018 before USAC and/or the Commission associated with rural rate reductions for its overstated rural rates in the funding requests listed in Appendix C of this Consent Decree, in amounts determined by the Wireline Competition Bureau's December 23, 2019 Letter and any similar action resolving its consideration of TeleQuality's interstate Method 3 rates for Funding Year 2018. TeleQuality further releases any and all claims it has asserted, could have asserted, or may assert in the future before or against USAC and/or the Commission for up to \$3,500,000 relating to these funding requests.

34. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

35. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

36. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

⁷¹ This amount does not include any outstanding TRS, NANPA, LNPA, and Telecommunications Service Provider regulatory fees, or fees which may be assessed as a result of TeleQuality's forthcoming revisions to its 2016, 2017, 2018, and 2019 Form 499-As.

37. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Kathryn K. Ganier
General Counsel
TeleQuality Communications, LLC
District of Columbia BPR #1033357

Date

APPENDIX A

Funding Requests Associated with Repayment

15569421	15582291	15586381	15590251	15602151	15671681
15569431	15582311	15586401	15590261	15604261	15671691
15569441	15582321	15586421	15591291	15604661	15671711
15577481	15582341	15586431	15591621	15604691	15671721
15577691	15582351	15586451	15592641	15604841	15671731
15577701	15582361	15586461	15593111	15605251	15671741
15577721	15582381	15586471	15593171	15605571	15672441
15578041	15582391	15586481	15593181	15605581	15672451
15578051	15582401	15586501	15593221	15605591	15674011
15578061	15582411	15586511	15593241	15605731	15674021
15578081	15582441	15586531	15593251	15608981	15674031
15578481	15582451	15586541	15593261	15609281	15674041
15578491	15583681	15586551	15593271	15609981	15674251
15579001	15583691	15586561	15593411	15609991	15674261
15579021	15583721	15586621	15594061	15610101	15674271
15579031	15583731	15586641	15594091	15610921	15674281
15579041	15583751	15586661	15594101	15610951	15674291
15579361	15583761	15586671	15594111	15610971	15674301
15579371	15583781	15586691	15594331	15611071	15674311
15579881	15583801	15586711	15594351	15612451	15674321
15579891	15583871	15586721	15594371	15612461	15674331
15580651	15583901	15586751	15594411	15615621	15674341
15580671	15583981	15586761	15594421	15623611	15674351
15580891	15583991	15586771	15594441	15625041	15674361
15580901	15584001	15586781	15594741	15626131	15674371
15580921	15584011	15587041	15594871	15630881	15674391
15580931	15584021	15587051	15595111	15635751	15674401
15580951	15584031	15587061	15596841	15635771	15674421
15580971	15584041	15587071	15596951	15635791	15675591
15581051	15584051	15587081	15596961	15635801	15675601
15581071	15584061	15587091	15596991	15635821	15675621
15581121	15584071	15587111	15598201	15639431	15676861
15581341	15584091	15588491	15598331	15639441	15676991
15581351	15584101	15588511	15598371	15639461	15677001
15581371	15584121	15588521	15598401	15639961	15677011
15581391	15584141	15588531	15598451	15640171	15677021
15582011	15584151	15588541	15598461	15641631	15677031
15582031	15584181	15588851	15598471	15642511	15677911
15582071	15584201	15588931	15598631	15642541	15678281
15582091	15585281	15589471	15598651	15642901	15678291
15582101	15585931	15589491	15598661	15647481	15679951
15582111	15585971	15589851	15598671	15657801	15680081
15582121	15585991	15590051	15598681	15657931	15680401
15582221	15586251	15590061	15598691	15659341	15680421
15582241	15586261	15590071	15598721	15670931	15680431
15582251	15586291	15590081	15600341	15671651	15680441
15582261	15586331	15590091	15602131	15671661	15680451
15582281	15586361	15590241	15602141	15671671	15680461

15680471	15705451	15716061	15749821	15783331	16754211
15680481	15705571	15716081	15749861	15783381	16754221
15680491	15705641	15716091	15749871	15783421	16754241
15680501	15705761	15717271	15749891	15783471	16754251
15681321	15706091	15719481	15749921	15783551	16754261
15682821	15706111	15719581	15750021	15793131	16754271
15686141	15706621	15720221	15750031	15793171	16754281
15686221	15706671	15720841	15751151	15793211	16754291
15689791	15706681	15721311	15751291	15796191	16754311
15689801	15706701	15721741	15751361	15797751	16754321
15690371	15706721	15726041	15751871	15797851	16754331
15690401	15707291	15727141	15752261	15798721	16754341
15690471	15707301	15727151	15752401	15798761	16754361
15690491	15707311	15727161	15752601	15798811	16754391
15690511	15707321	15727171	15757281	15805361	16754571
15690521	15707521	15728111	15758561	15805441	16754631
15690531	15707551	15728491	15759661	15807411	16754641
15690561	15707571	15728821	15766481	15807421	16754651
15690571	15707581	15728831	15769481	15808051	16754661
15690591	15707601	15728841	15769711	15811661	16754671
15690601	15707611	15729701	15769921	15811681	16754681
15690611	15707631	15729711	15771461	15811691	16754691
15690621	15707641	15729721	15771471	15811731	16754781
15690631	15707651	15729751	15771491	15812131	16754811
15690831	15707761	15729921	15771511	15812231	16754831
15692251	15707781	15729991	15771521	15815611	16754841
15692341	15707961	15730041	15773331	15819941	16754911
15692661	15708831	15730071	15773341	15819981	16754921
15693861	15709081	15730081	15773671	15820241	16754961
15695021	15709091	15730151	15774431	15820251	16754991
15695051	15709111	15730631	15776181	15820261	16755011
15695081	15709141	15742811	15777821	15821651	16755031
15695741	15709151	15742871	15777881	15823921	16755211
15695781	15710551	15742881	15778991	15823951	16755231
15695791	15713531	15742921	15779371	15823981	16755251
15696831	15713541	15742961	15779411	15824001	16755881
15701681	15714951	15742971	15779441	15824391	16755911
15701731	15714952	15744761	15779451	15824401	16755931
15701771	15715221	15745241	15779751	15833111	16755971
15701821	15715231	15745421	15780441	15837951	16755991
15701841	15715241	15745551	15780471	16754041	16756471
15701871	15715242	15745601	15780491	16754051	16756491
15701891	15715251	15745681	15780511	16754081	16756561
15702031	15715261	15745731	15780521	16754091	16757001
15703401	15715971	15745791	15780531	16754101	16757241
15703411	15715981	15745871	15781831	16754111	16757251
15703491	15715991	15745901	15781851	16754121	16757421
15703521	15716001	15745921	15781861	16754131	16757471
15703531	15716021	15745931	15781911	16754141	16757491
15704711	15716031	15745941	15783241	16754151	16757501
15705181	15716041	15745951	15783251	16754161	16757511
15705341	15716051	15745961	15783271	16754171	16757681

16757691	16760481	16763531	16771901	16783891	16828511
16758241	16760491	16763541	16771911	16783911	16832001
16758301	16760501	16763571	16771921	16786941	16832011
16758341	16760511	16764111	16771931	16787751	16838171
16758411	16760521	16764151	16771951	16787801	16839681
16758431	16760531	16764271	16771961	16791491	16846001
16758451	16760541	16764281	16771981	16791501	16846421
16758471	16760561	16764291	16771991	16791511	16856021
16758531	16760571	16764301	16772001	16793381	16857241
16758551	16760581	16764511	16772011	16793711	16857242
16758811	16760591	16764681	16772021	16793771	16857281
16758821	16760661	16764691	16772041	16793791	16857291
16758831	16760671	16764701	16772051	16793821	16857311
16758851	16760771	16764721	16772191	16793841	16857321
16758871	16760851	16764751	16772271	16793861	16857322
16758891	16760951	16765241	16772301	16793881	16857341
16758911	16760961	16765261	16772311	16793901	16858061
16758931	16761001	16765381	16772321	16794191	16858991
16758971	16761031	16765421	16772341	16794241	16859661
16759091	16761081	16765451	16774521	16796391	16859711
16759321	16761101	16765501	16777611	16796401	16859761
16759331	16761331	16765671	16777661	16796431	16859791
16759341	16761361	16765681	16777701	16796471	16860031
16759361	16761371	16766621	16777731	16796501	16860091
16759371	16761381	16766631	16777771	16796511	16860131
16759381	16761391	16766651	16777801	16796521	16860141
16759391	16761911	16766671	16779621	16798901	16860251
16759411	16762091	16766691	16779811	16798911	16860301
16759551	16762111	16767021	16779861	16798931	16860351
16759581	16762121	16767071	16779891	16799751	16860361
16759601	16762141	16767621	16779901	16799761	16860381
16759651	16762151	16767651	16779921	16799821	16860401
16760251	16762161	16767951	16780541	16799931	16860411
16760271	16762181	16768021	16780551	16800031	16860531
16760281	16762201	16768051	16780561	16800091	16860551
16760291	16762211	16768151	16781931	16800101	16860571
16760301	16762231	16768181	16781941	16800111	16860591
16760311	16762241	16768231	16782061	16800121	16860601
16760321	16762281	16768261	16783321	16800431	16860621
16760331	16762291	16768271	16783351	16809931	16861001
16760351	16762301	16768281	16783361	16809951	16861041
16760361	16762321	16769261	16783371	16809961	16861081
16760371	16762331	16769291	16783781	16809981	16861091
16760381	16762971	16769611	16783791	16815061	16861101
16760401	16762991	16769861	16783801	16815481	16862921
16760411	16763011	16771831	16783821	16815501	16862931
16760421	16763031	16771841	16783831	16815531	16862961
16760431	16763051	16771851	16783841	16815551	16862971
16760441	16763071	16771861	16783851	16815561	16862981
16760451	16763451	16771871	16783861	16816321	16863021
16760461	16763481	16771881	16783871	16816361	16863031
16760471	16763511	16771891	16783881	16826741	16863051

16863071	16867561	16869841	16879321	16884581	16934371
16863101	16867591	16869851	16879371	16884641	16934411
16863121	16867641	16869861	16880531	16887461	16934501
16863151	16867651	16869871	16880551	16887471	16934521
16863171	16867661	16869881	16880561	16887481	16934561
16863181	16867671	16869891	16880611	16887491	16936061
16863191	16867691	16870091	16880671	16887501	16936091
16863201	16867701	16870151	16880781	16887511	16936161
16863221	16867721	16870171	16880801	16887521	16937421
16863241	16867731	16870181	16880821	16887531	16937441
16863581	16867751	16870481	16880841	16887541	16937471
16863591	16867761	16871371	16880871	16887561	16941431
16863611	16867781	16871381	16880891	16888271	16941571
16863741	16867791	16871541	16880921	16888301	16941661
16863761	16867811	16871551	16880981	16889121	16941691
16863821	16867951	16872111	16881001	16889181	16941741
16863861	16867971	16872121	16881011	16891461	16941751
16863881	16867981	16872131	16881021	16891471	16941761
16863911	16867991	16872221	16881071	16891491	16941771
16863931	16868011	16872911	16881091	16891521	16941791
16863971	16868041	16872921	16881121	16891541	16941811
16864001	16868051	16872961	16881141	16920521	16941851
16864031	16868061	16873221	16881151	16920551	16941871
16865571	16868081	16873361	16881171	16920581	16941881
16865581	16868091	16873421	16881191	16920601	16941921
16865591	16868101	16873441	16881211	16920661	16941941
16865601	16868111	16873451	16881251	16920721	16941991
16865621	16868121	16873461	16881421	16920751	16942021
16865631	16868271	16873471	16881521	16920841	16942051
16865651	16869201	16873571	16881541	16920891	16942081
16865841	16869471	16873581	16881551	16921011	16943351
16865851	16869481	16873591	16881561	16921071	16947161
16866111	16869501	16873601	16881571	16921091	16948011
16866121	16869511	16873611	16881591	16921351	16948881
16866141	16869561	16873621	16881601	16921371	16951011
16866171	16869571	16873631	16882061	16921381	16951071
16866191	16869581	16873641	16882091	16921391	16951161
16866751	16869591	16873651	16882181	16921421	16951221
16867211	16869601	16873771	16882541	16926891	16952411
16867221	16869611	16873781	16882961	16926991	16952631
16867281	16869621	16873791	16883621	16927081	16953451
16867291	16869631	16873801	16883701	16927351	16953461
16867301	16869641	16873811	16883711	16927391	16953471
16867311	16869651	16874681	16883721	16933221	16953481
16867341	16869661	16874691	16883751	16933231	16953521
16867351	16869671	16874701	16883781	16934081	16953531
16867371	16869701	16875751	16883811	16934101	16953541
16867391	16869711	16875781	16883821	16934161	16953551
16867401	16869721	16876881	16883841	16934221	16953561
16867411	16869731	16879101	16884301	16934241	16953581
16867461	16869741	16879221	16884341	16934251	16953631
16867521	16869751	16879261	16884451	16934321	16953651

16953661	17106931	17121631	17175781	17207411	17243931
16953751	17106961	17121661	17175851	17207481	17244051
16953791	17106971	17121681	17176051	17207501	17244061
16953891	17106991	17122791	17179111	17207591	17245171
16953921	17107011	17123891	17179461	17207611	17245581
16953981	17107021	17124111	17179481	17207641	17245691
16954041	17107191	17144841	17179491	17207741	17245821
16954071	17108621	17144881	17179501	17207771	17245891
16954501	17108661	17145771	17184861	17207811	17253111
16954551	17108691	17147951	17184911	17207821	17253171
16954561	17111661	17147981	17184981	17210701	17253211
16954641	17113291	17150661	17185031	17212481	17253351
16955421	17113411	17152791	17185061	17213241	17253381
16955441	17113431	17162041	17185091	17213281	17253401
16955501	17113471	17167061	17185111	17213321	17253451
16955541	17114691	17167561	17187571	17213371	17253491
16956431	17115221	17167631	17187621	17213471	17253511
16956621	17115341	17167661	17188211	17214391	17253541
16957701	17115411	17167931	17192491	17214441	17253871
16957731	17115641	17168021	17192651	17214471	17253961
16957771	17115821	17169001	17192671	17214481	17254021
16958981	17116551	17169631	17193921	17214501	17254061
16958991	17116591	17170561	17193961	17214511	17254331
16959671	17116731	17170831	17194041	17214521	17254351
16959851	17116841	17170841	17194071	17214541	17254491
16960611	17116901	17170851	17194081	17214561	17254621
16962231	17116931	17170871	17194101	17214671	17254721
16962261	17117451	17170911	17194121	17215561	17254831
16962281	17117491	17170941	17194131	17220571	17255351
16962311	17117501	17170961	17194141	17220611	17255361
16962421	17117541	17170971	17194161	17223791	17255371
16962521	17117901	17170981	17194181	17223831	17255381
16962851	17118011	17171011	17194191	17223911	17255391
16962891	17118061	17171031	17195161	17223931	17255401
16962911	17118071	17171141	17195251	17224041	17255421
16966301	17118081	17171231	17195411	17226721	17255441
16976881	17118091	17171331	17195441	17227611	17255661
16978341	17118101	17171361	17195461	17227671	17255681
16984641	17118681	17171381	17195481	17227851	17255831
17102671	17118711	17171411	17195511	17227981	17256841
17102681	17118741	17171441	17195561	17228141	17256861
17102721	17118751	17171831	17195581	17229611	17256871
17102731	17119031	17171871	17197601	17231501	17256891
17105491	17119321	17171911	17197991	17231901	17256901
17105511	17119331	17171931	17204831	17232521	17256921
17105541	17119341	17171941	17204851	17232541	17256961
17106831	17120031	17171951	17204871	17232571	17256971
17106841	17120231	17171971	17206491	17232581	17256981
17106851	17120261	17171991	17206601	17232611	17256991
17106871	17120291	17172001	17206611	17232631	17257001
17106891	17120321	17172021	17207311	17243871	17257011
17106901	17121591	17173501	17207371	17243901	17257021

17257301	17260861	17261221	17271491	17277261	17279921
17257471	17260871	17261231	17271601	17277611	17279991
17258661	17260881	17261241	17271691	17277901	17280161
17258721	17261121	17261251	17272441	17278411	17280361
17258751	17261181	17265311	17273711	17279141	17280451
17259051	17261191	17265391	17276741	17279341	
17259121	17261211	17265671	17277221	17279521	

APPENDIX B

Funding Requests Withdrawn for Competitive Bidding Violations

1710683	1719413	1835325	1845537
1710684	1719414	1835326	1845538
1710685	1719416	1835329	1845790
1710687	1719418	1835330	1845813
1710689	1719419	1835460	1845822
1710690	1720143	1835468	1845827
1710693	1720155	1835478	1845832
1710696	1720161	1835733	1845839
1710697	1721556	1835735	1845842
1710699	1721915	1835737	1845853
1710701	1722100	1835739	1845876
1710719	1722744	1835741	1845883
1711329	1722754	1835744	1845889
1711341	1722761	1835748	1845898
1711343	1722767	1835749	1845910
1711347	1722773	1835751	1845920
1711351	1722788	1835753	1845926
1714481	1722815	1838826	1846125
1716716	1722816	1844606	1846128
1716963	1725387	1844626	1846130
1717114	1725396	1844631	1846131
1717123	1725415	1844917	1846134
1717133	1725421	1844930	1846139
1717138	1725430	1844934	1846141
1717819	1830300	1844938	1846145
1718486	1831696	1844944	1846147
1718501	1835306	1844947	1846150
1719392	1835308	1844965	1846152
1719396	1835314	1844979	1846479
1719407	1835317	1845416	1846490
1719408	1835321	1845425	1846510
1719410	1835322	1845429	1846519
1719412	1835324	1845534	1846522

APPENDIX C

Rural Rates Reviewed/Under Review by WCB for Funding Year 2017 and Funding Year 2018

1710267	1711673	1716706	1718506	1721104	1723839
1710268	1711676	1716716	1718509	1721108	1724387
1710272	1711679	1716756	1718511	1721226	1724390
1710273	1711681	1716793	1718730	1721238	1724393
1710442	1711682	1716798	1718757	1721248	1724405
1710461	1711684	1716802	1718762	1721253	1724464
1710474	1711690	1716900	1719249	1721439	1724491
1710549	1711693	1716910	1719254	1721444	1724496
1710551	1711776	1716963	1719256	1721452	1724513
1710554	1711779	1716976	1719257	1721454	1724517
1710862	1711783	1716979	1719260	1721456	1724532
1710866	1711787	1717083	1719261	1721458	1724582
1711077	1711789	1717103	1719262	1721467	1724584
1711080	1711790	1717114	1719264	1721471	1724589
1711082	1711792	1717123	1719265	1721479	1724591
1711086	1711806	1717133	1719266	1721481	1724594
1711087	1711808	1717136	1719267	1722100	1724596
1711088	1711866	1717138	1719271	1722104	1724794
1711089	1711868	1717141	1719275	1722127	1724951
1711166	1711875	1717144	1719282	1722404	1725204
1711273	1711877	1717146	1719419	1722612	1725308
1711300	1711903	1717171	1719534	1722655	1725311
1711302	1711928	1717183	1719603	1722672	1725315
1711462	1711930	1717187	1719760	1722719	1725318
1711469	1712047	1717191	1719774	1722744	1725320
1711488	1712072	1717197	1720389	1722754	1725335
1711512	1712389	1717199	1720483	1722761	1725338
1711522	1712391	1717200	1720485	1722767	1725340
1711527	1712392	1717202	1720487	1722773	1725345
1711534	1712407	1717346	1720488	1722785	1725362
1711541	1712411	1717350	1720649	1722788	1725385
1711564	1712417	1717353	1720660	1722797	1725387
1711582	1712418	1717355	1720661	1722798	1725389
1711636	1714565	1717357	1720731	1722961	1725396
1711639	1714574	1717578	1720737	1723149	1725402
1711640	1714577	1717582	1720741	1723150	1725406
1711641	1714583	1717585	1720744	1723190	1725415
1711643	1714588	1717944	1720747	1723246	1725421
1711644	1714795	1717946	1720748	1723247	1725433
1711646	1714798	1717948	1720750	1723250	1725435
1711648	1715066	1717949	1720759	1723252	1725449
1711649	1715279	1717950	1720777	1723254	1725462
1711652	1715806	1717951	1720781	1723257	1725472
1711660	1715808	1718486	1720782	1723258	1725483
1711661	1715809	1718491	1721017	1723261	1725535
1711663	1715811	1718498	1721027	1723263	1725536
1711667	1715860	1718501	1721039	1723831	1725537
1711668	1716656	1718503	1721079	1723834	1725538

1725539	1727483	1833821	1835945	1844690	1845539
1725540	1727722	1833822	1835946	1844693	1845548
1725542	1727896	1833823	1835952	1844699	1845559
1725544	1727914	1833824	1835988	1844702	1845600
1725558	1727934	1834775	1835994	1844703	1845615
1725559	1727952	1834898	1835996	1844708	1845624
1725561	1727967	1834902	1835999	1844711	1845629
1725562	1727968	1834904	1836145	1844713	1845639
1725565	1727982	1834912	1837884	1844718	1845665
1725572	1727992	1834913	1838461	1844721	1845666
1725644	1727999	1834981	1838462	1844723	1845695
1725682	1728011	1835079	1838464	1844734	1845698
1725684	1728016	1835084	1838466	1844736	1845701
1725686	1728027	1835087	1838468	1844750	1845704
1725687	1728036	1835104	1838470	1844767	1845710
1725689	1728045	1835132	1838574	1844822	1845715
1725690	1728054	1835134	1838605	1844824	1845729
1725692	1728097	1835137	1838608	1844826	1845732
1725696	1728107	1835281	1838609	1844828	1845760
1725697	1728119	1835291	1838833	1844829	1845768
1725698	1728127	1835293	1838834	1844830	1845770
1725699	1728129	1835297	1838850	1844832	1845781
1725700	1728133	1835305	1838861	1844834	1845791
1725701	1728138	1835347	1838865	1844836	1845796
1725702	1829477	1835355	1838872	1844848	1845802
1725730	1829540	1835357	1839122	1844849	1845807
1725735	1830323	1835362	1839129	1844952	1845808
1725742	1830433	1835460	1839131	1844957	1845815
1725745	1830435	1835502	1839132	1844961	1845845
1725749	1830562	1835508	1839134	1844965	1845846
1725753	1830576	1835565	1839135	1844966	1845847
1725872	1830682	1835733	1839140	1844974	1845854
1725875	1830688	1835735	1839143	1844979	1845856
1726086	1830695	1835737	1839144	1844986	1845862
1726087	1831474	1835739	1839145	1844987	1845868
1726088	1831495	1835741	1839348	1844988	1845870
1726112	1831499	1835744	1840772	1844990	1845875
1726114	1831734	1835748	1842956	1844993	1845881
1726118	1831998	1835749	1842988	1844998	1845884
1726119	1833558	1835751	1843137	1845000	1845888
1726120	1833566	1835753	1844005	1845003	1845893
1726121	1833572	1835754	1844006	1845162	1845902
1726122	1833577	1835761	1844007	1845284	1845905
1726123	1833582	1835765	1844009	1845343	1845918
1726124	1833738	1835768	1844014	1845356	1845931
1726125	1833786	1835797	1844026	1845364	1845935
1726363	1833810	1835824	1844488	1845372	1845937
1726539	1833815	1835825	1844606	1845451	1845941
1726567	1833816	1835870	1844650	1845485	1845946
1726923	1833817	1835884	1844663	1845534	1845948
1727244	1833819	1835891	1844668	1845537	1845958
1727393	1833820	1835940	1844681	1845538	1845960

1845962	1846611
1845968	1846623
1845970	1846642
1845974	1846656
1845981	1846660
1846000	1846680
1846037	1846695
1846050	1846707
1846057	1846722
1846070	1846728
1846111	1846742
1846113	1846768
1846125	1846888
1846164	1846902
1846171	1846939
1846172	1846971
1846175	1846998
1846180	1847010
1846189	1847020
1846299	1847025
1846307	1847033
1846316	1847051
1846320	
1846328	
1846334	
1846340	
1846350	
1846358	
1846384	
1846391	
1846394	
1846409	
1846421	
1846426	
1846432	
1846434	
1846435	
1846445	
1846453	
1846466	
1846510	
1846519	
1846527	
1846554	
1846564	
1846571	
1846577	
1846585	
1846586	
1846595	
1846599	
1846608	

APPENDIX D

**Funding Requests Included in Enforcement Bureau Investigation for Funding Year 2015 through
Funding Year 2018**

15569421	15581351	15584041	15587041	15591291	15598651
15569431	15581371	15584051	15587051	15591621	15598661
15569441	15581391	15584061	15587061	15592641	15598671
15572111	15581871	15584071	15587071	15593111	15598681
15574951	15581881	15584091	15587081	15593171	15598691
15577171	15581891	15584101	15587091	15593181	15598721
15577481	15582011	15584121	15587111	15593221	15600341
15577691	15582031	15584141	15587661	15593241	15602131
15577701	15582071	15584151	15587671	15593251	15602141
15577711	15582091	15584181	15587681	15593261	15602151
15577721	15582101	15584201	15587711	15593271	15604261
15577731	15582111	15585281	15587741	15593411	15604661
15578041	15582121	15585931	15587751	15594061	15604691
15578051	15582221	15585971	15587771	15594091	15604841
15578061	15582241	15585991	15587781	15594101	15605251
15578081	15582251	15586251	15587821	15594111	15605571
15578101	15582261	15586261	15587851	15594331	15605581
15578481	15582281	15586291	15587871	15594351	15605591
15578491	15582291	15586331	15587921	15594361	15605731
15579001	15582311	15586361	15587941	15594371	15608981
15579021	15582321	15586381	15587961	15594411	15609281
15579031	15582341	15586401	15587991	15594421	15609971
15579041	15582351	15586421	15588061	15594441	15609981
15579321	15582361	15586431	15588171	15594631	15609991
15579341	15582381	15586451	15588491	15594651	15610101
15579351	15582391	15586461	15588511	15594741	15610921
15579361	15582401	15586471	15588521	15594821	15610951
15579371	15582411	15586481	15588531	15594861	15610971
15579381	15582441	15586491	15588541	15594871	15611071
15579401	15582451	15586501	15588851	15594911	15612451
15579411	15583681	15586511	15588931	15595111	15612461
15579881	15583691	15586531	15589471	15596841	15613761
15579891	15583721	15586541	15589491	15596951	15615621
15580511	15583731	15586551	15589771	15596961	15623611
15580651	15583751	15586561	15589791	15596991	15623621
15580671	15583761	15586621	15589821	15597171	15625041
15580891	15583781	15586641	15589831	15598201	15626131
15580901	15583801	15586661	15589851	15598331	15630881
15580921	15583871	15586671	15590051	15598371	15635751
15580931	15583901	15586691	15590061	15598401	15635771
15580951	15583981	15586711	15590071	15598421	15635791
15580971	15583991	15586721	15590081	15598431	15635801
15581051	15584001	15586751	15590091	15598451	15635821
15581071	15584011	15586761	15590241	15598461	15637131
15581121	15584021	15586771	15590251	15598471	15639431
15581341	15584031	15586781	15590261	15598631	15639441

15639461	15677001	15693271	15695461	15697971	15701871
15639961	15677011	15693291	15695471	15697981	15701891
15640171	15677021	15693301	15695491	15697991	15702031
15641631	15677031	15693321	15695741	15698001	15702621
15642511	15677911	15693351	15695771	15698011	15702631
15642541	15678281	15693361	15695781	15698021	15703401
15642901	15678291	15693371	15695791	15698031	15703411
15647481	15679951	15693861	15696251	15698051	15703491
15657801	15680081	15693941	15696261	15698061	15703521
15657931	15680401	15693951	15696271	15698071	15703531
15659341	15680421	15693981	15696291	15698221	15704431
15670931	15680431	15694011	15696301	15698231	15704711
15671651	15680441	15694071	15696311	15698241	15705181
15671661	15680451	15694111	15696331	15698321	15705341
15671671	15680461	15694121	15696341	15698351	15705451
15671681	15680471	15694131	15696351	15698361	15705571
15671691	15680481	15694171	15696361	15698471	15705641
15671711	15680491	15694201	15696371	15698481	15705761
15671721	15680501	15694221	15696381	15698501	15706091
15671731	15681321	15694231	15696391	15698561	15706111
15671741	15682821	15694271	15696401	15698571	15706621
15672441	15686141	15694281	15696491	15698581	15706671
15672451	15686221	15694301	15696501	15698591	15706681
15672991	15689791	15694311	15696521	15698601	15706701
15673031	15689801	15695001	15696541	15698611	15706721
15673131	15690371	15695021	15696551	15698621	15707291
15673161	15690401	15695031	15696561	15698631	15707301
15674011	15690471	15695051	15696571	15698661	15707311
15674021	15690491	15695081	15696831	15698671	15707321
15674031	15690511	15695091	15697101	15698701	15707521
15674041	15690521	15695101	15697121	15698851	15707551
15674251	15690531	15695111	15697131	15699021	15707571
15674261	15690561	15695121	15697141	15699041	15707581
15674271	15690571	15695131	15697151	15700051	15707601
15674281	15690591	15695141	15697161	15700061	15707611
15674291	15690601	15695151	15697171	15700071	15707631
15674301	15690611	15695171	15697181	15700101	15707641
15674311	15690621	15695191	15697221	15700111	15707651
15674321	15690631	15695201	15697241	15700121	15707761
15674331	15690831	15695211	15697251	15700131	15707781
15674341	15692251	15695221	15697271	15700141	15707961
15674351	15692341	15695231	15697281	15700151	15708831
15674361	15692661	15695241	15697291	15700301	15709081
15674371	15693021	15695261	15697311	15700311	15709091
15674391	15693051	15695281	15697431	15700321	15709111
15674401	15693071	15695291	15697451	15700331	15709141
15674421	15693081	15695321	15697521	15700351	15709151
15675591	15693091	15695331	15697821	15701681	15710551
15675601	15693111	15695371	15697851	15701731	15713411
15675621	15693151	15695401	15697861	15701771	15713501
15676861	15693171	15695421	15697871	15701821	15713531
15676991	15693261	15695451	15697951	15701841	15713541

15714951	15731531	15771471	15807001	15812261	16754321
15714952	15735691	15771491	15807011	15812341	16754331
15715221	15735701	15771511	15807021	15813411	16754341
15715222	15735711	15771521	15807041	15813441	16754361
15715231	15735721	15773331	15807411	15813451	16754391
15715232	15735731	15773341	15807421	15813961	16754571
15715241	15742811	15773671	15808051	15814081	16754631
15715242	15742871	15774431	15809411	15815611	16754641
15715251	15742881	15775211	15809431	15817711	16754651
15715252	15742921	15776181	15811081	15819521	16754661
15715261	15742961	15777821	15811091	15819941	16754671
15715262	15742971	15777881	15811101	15819981	16754681
15715971	15744661	15778991	15811131	15820241	16754691
15715981	15744761	15779371	15811151	15820251	16754781
15715991	15745241	15779411	15811171	15820261	16754811
15716001	15745421	15779441	15811191	15821651	16754831
15716021	15745551	15779451	15811201	15823921	16754841
15716031	15745601	15779751	15811231	15823951	16754911
15716041	15745681	15780441	15811241	15823981	16754921
15716051	15745731	15780471	15811261	15824001	16754961
15716061	15745791	15780491	15811271	15824391	16754991
15716081	15745871	15780511	15811281	15824401	16755011
15716091	15745901	15780521	15811291	15824421	16755031
15717271	15745921	15780531	15811361	15825491	16755211
15719481	15745931	15781831	15811401	15829231	16755231
15719581	15745941	15781851	15811411	15832101	16755251
15720221	15745951	15781861	15811441	15833091	16755801
15720841	15745961	15781911	15811451	15833101	16755821
15721311	15749821	15783171	15811461	15833111	16755881
15721741	15749861	15783201	15811481	15837951	16755911
15726041	15749871	15783241	15811551	15840541	16755931
15727141	15749891	15783251	15811591	16754041	16755971
15727151	15749921	15783271	15811621	16754051	16755991
15727161	15750021	15783331	15811661	16754081	16756471
15727171	15750031	15783381	15811681	16754091	16756491
15728111	15751151	15783421	15811691	16754101	16756511
15728491	15751291	15783471	15811731	16754111	16756561
15728821	15751361	15783551	15811771	16754121	16756781
15728831	15751871	15793131	15811781	16754131	16757001
15728841	15752261	15793171	15811801	16754141	16757241
15729701	15752401	15793211	15811811	16754151	16757251
15729711	15752601	15794161	15811831	16754161	16757421
15729721	15757281	15796191	15811841	16754171	16757441
15729751	15758381	15797751	15811861	16754211	16757471
15729921	15758561	15797851	15811871	16754221	16757491
15729991	15759661	15798721	15811891	16754241	16757501
15730041	15766481	15798761	15812051	16754251	16757511
15730071	15769481	15798811	15812081	16754261	16757681
15730081	15769711	15805361	15812131	16754271	16757691
15730151	15769801	15805381	15812151	16754281	16758191
15730631	15769921	15805441	15812211	16754291	16758231
15731521	15771461	15806821	15812231	16754311	16758241

16758301	16760491	16763451	16769291	16783361	16809951
16758321	16760501	16763481	16769611	16783371	16809961
16758341	16760511	16763511	16769861	16783781	16809981
16758411	16760521	16763531	16770211	16783791	16815061
16758431	16760531	16763541	16771831	16783801	16815481
16758451	16760541	16763571	16771841	16783821	16815501
16758471	16760561	16764111	16771851	16783831	16815531
16758531	16760571	16764151	16771861	16783841	16815551
16758551	16760581	16764251	16771871	16783851	16815561
16758811	16760591	16764271	16771881	16783861	16816321
16758821	16760661	16764281	16771891	16783871	16816361
16758831	16760671	16764291	16771901	16783881	16826741
16758851	16760771	16764301	16771911	16783891	16828511
16758871	16760851	16764511	16771921	16783911	16832001
16758891	16760951	16764681	16771931	16786941	16832011
16758911	16760961	16764691	16771951	16787751	16838171
16758931	16761001	16764701	16771961	16787801	16839681
16758971	16761031	16764721	16771981	16791491	16846001
16759091	16761081	16764751	16771991	16791501	16846421
16759321	16761101	16765241	16772001	16791511	16856021
16759331	16761331	16765261	16772011	16793381	16857241
16759341	16761361	16765331	16772021	16793711	16857242
16759361	16761371	16765361	16772041	16793771	16857281
16759371	16761381	16765381	16772051	16793791	16857282
16759381	16761391	16765401	16772191	16793821	16857291
16759391	16761451	16765421	16772271	16793841	16857292
16759411	16761481	16765431	16772301	16793861	16857311
16759551	16761511	16765451	16772311	16793881	16857312
16759581	16761521	16765471	16772321	16793901	16857321
16759601	16761911	16765501	16772341	16794191	16857322
16759651	16762091	16765511	16774521	16794241	16857341
16760251	16762111	16765671	16777611	16796391	16857342
16760271	16762121	16765681	16777661	16796401	16858061
16760281	16762141	16766621	16777701	16796431	16858991
16760291	16762151	16766631	16777731	16796471	16859631
16760301	16762161	16766651	16777771	16796501	16859661
16760311	16762181	16766671	16777801	16796511	16859701
16760321	16762201	16766691	16778231	16796521	16859711
16760331	16762211	16767021	16779621	16798901	16859731
16760351	16762231	16767071	16779811	16798911	16859751
16760361	16762241	16767621	16779861	16798931	16859761
16760371	16762281	16767651	16779891	16799751	16859791
16760381	16762291	16767951	16779901	16799761	16859831
16760401	16762301	16768021	16779921	16799821	16859851
16760411	16762321	16768051	16780541	16799931	16859871
16760421	16762331	16768151	16780551	16800031	16859901
16760431	16762971	16768181	16780561	16800091	16859931
16760441	16762991	16768231	16781931	16800101	16859951
16760451	16763011	16768261	16781941	16800111	16859971
16760461	16763031	16768271	16782061	16800121	16860001
16760471	16763051	16768281	16783321	16800431	16860021
16760481	16763071	16769261	16783351	16809931	16860031

16860091	16862991	16865931	16867461	16868341	16870181
16860131	16863021	16866101	16867471	16868351	16870481
16860141	16863031	16866111	16867521	16868361	16871371
16860251	16863051	16866121	16867531	16869121	16871381
16860281	16863071	16866131	16867561	16869141	16871541
16860301	16863101	16866141	16867591	16869151	16871551
16860311	16863121	16866171	16867641	16869161	16872111
16860321	16863151	16866191	16867651	16869171	16872121
16860341	16863171	16866241	16867661	16869201	16872131
16860351	16863181	16866751	16867671	16869211	16872221
16860361	16863191	16866781	16867691	16869231	16872911
16860371	16863201	16866791	16867701	16869251	16872921
16860381	16863211	16866801	16867711	16869261	16872961
16860391	16863221	16866811	16867721	16869281	16873221
16860401	16863231	16866831	16867731	16869311	16873331
16860411	16863241	16866851	16867741	16869321	16873361
16860421	16863581	16866861	16867751	16869341	16873401
16860441	16863591	16866881	16867761	16869351	16873421
16860451	16863611	16866891	16867771	16869361	16873441
16860461	16863741	16866911	16867781	16869371	16873451
16860471	16863761	16866941	16867791	16869381	16873461
16860491	16863821	16866961	16867801	16869471	16873471
16860511	16863861	16866971	16867811	16869481	16873571
16860531	16863881	16866991	16867831	16869501	16873581
16860551	16863911	16867021	16867851	16869511	16873591
16860571	16863931	16867031	16867861	16869561	16873601
16860591	16863971	16867041	16867891	16869571	16873611
16860601	16864001	16867051	16867901	16869581	16873621
16860621	16864031	16867061	16867911	16869591	16873631
16860981	16865391	16867071	16867921	16869601	16873641
16860991	16865411	16867081	16867931	16869611	16873651
16861001	16865421	16867111	16867951	16869621	16873771
16861011	16865441	16867141	16867971	16869631	16873781
16861031	16865451	16867161	16867981	16869641	16873791
16861041	16865461	16867171	16867991	16869651	16873801
16861051	16865471	16867201	16868011	16869661	16873811
16861071	16865481	16867211	16868041	16869671	16874681
16861081	16865501	16867221	16868051	16869701	16874691
16861091	16865521	16867231	16868061	16869711	16874701
16861101	16865571	16867241	16868071	16869721	16875751
16862841	16865581	16867281	16868081	16869731	16875781
16862851	16865591	16867291	16868091	16869741	16876881
16862871	16865601	16867301	16868101	16869751	16879071
16862881	16865621	16867311	16868111	16869841	16879101
16862911	16865631	16867341	16868121	16869851	16879221
16862921	16865651	16867351	16868181	16869861	16879261
16862931	16865841	16867371	16868241	16869871	16879301
16862941	16865851	16867391	16868271	16869881	16879321
16862951	16865861	16867401	16868291	16869891	16879351
16862961	16865891	16867411	16868311	16870091	16879371
16862971	16865901	16867421	16868321	16870151	16879401
16862981	16865921	16867451	16868331	16870171	16879641

16880361	16884301	16920721	16941811	16955541	16978201
16880531	16884341	16920751	16941851	16956431	16978341
16880551	16884421	16920841	16941871	16956621	16981161
16880561	16884441	16920891	16941881	16956961	16981331
16880611	16884451	16920961	16941921	16957641	16981451
16880671	16884461	16921011	16941941	16957701	16981501
16880781	16884581	16921071	16941991	16957731	16981541
16880801	16884641	16921091	16942021	16957741	16981581
16880821	16884751	16921351	16942051	16957761	16981621
16880841	16885161	16921371	16942081	16957771	16981691
16880871	16887461	16921381	16943351	16957801	16981811
16880891	16887471	16921391	16947161	16957841	16981841
16880921	16887481	16921421	16947211	16957911	16984641
16880981	16887491	16926811	16947271	16957941	16988951
16881001	16887501	16926891	16948011	16957961	16989261
16881011	16887511	16926991	16948881	16957981	17102671
16881021	16887521	16927081	16951011	16958721	17102681
16881071	16887531	16927331	16951071	16958871	17102721
16881091	16887541	16927351	16951161	16958981	17102731
16881121	16887561	16927391	16951221	16958991	17104421
16881141	16888271	16933221	16952411	16959671	17104611
16881151	16888301	16933231	16952631	16959851	17104741
16881171	16889121	16934081	16953451	16960401	17105491
16881191	16889181	16934101	16953461	16960431	17105511
16881211	16891461	16934161	16953471	16960441	17105541
16881251	16891471	16934221	16953481	16960511	17106831
16881421	16891491	16934241	16953521	16960541	17106841
16881521	16891521	16934251	16953531	16960571	17106851
16881541	16891541	16934321	16953541	16960611	17106871
16881551	16892461	16934371	16953551	16960631	17106891
16881561	16892681	16934411	16953561	16960651	17106901
16881571	16892721	16934501	16953581	16960681	17106931
16881591	16892781	16934521	16953611	16960701	17106961
16881601	16893011	16934561	16953631	16960711	17106971
16882061	16893051	16936061	16953651	16960721	17106991
16882091	16893061	16936091	16953661	16962231	17107011
16882181	16893131	16936161	16953751	16962261	17107021
16882441	16893741	16937421	16953791	16962281	17107191
16882481	16893742	16937441	16953891	16962311	17108621
16882501	16893751	16937471	16953921	16962331	17108661
16882541	16893752	16939881	16953981	16962421	17108691
16882561	16893761	16940811	16954041	16962521	17110771
16882961	16893762	16941431	16954071	16962851	17110801
16883621	16893771	16941571	16954501	16962891	17110821
16883701	16893772	16941661	16954551	16962911	17110861
16883711	16905581	16941691	16954561	16966301	17110871
16883721	16920211	16941721	16954641	16967131	17110881
16883751	16920521	16941741	16954661	16968881	17110891
16883781	16920551	16941751	16955311	16968961	17111661
16883811	16920581	16941761	16955421	16976881	17112731
16883821	16920601	16941771	16955441	16978061	17113001
16883841	16920661	16941791	16955501	16978131	17113021

17113291	17117921	17124071	17139561	17145521	17169631
17113411	17117981	17124111	17139571	17145611	17169761
17113431	17118011	17124171	17139591	17145611	17169791
17113471	17118021	17124181	17139591	17145631	17170031
17113511	17118031	17124321	17139611	17145641	17170071
17114621	17118041	17124351	17139611	17145651	17170091
17114691	17118051	17124381	17139641	17145741	17170101
17114881	17118061	17124401	17139671	17145771	17170561
17115121	17118071	17124431	17139671	17145831	17170831
17115221	17118081	17124471	17140651	17145881	17170841
17115271	17118091	17124511	17140691	17147951	17170851
17115341	17118101	17124561	17140691	17147981	17170871
17115411	17118661	17124581	17140721	17148791	17170911
17115641	17118681	17124641	17140761	17148871	17170941
17115821	17118711	17124651	17140781	17148901	17170961
17116361	17118741	17124671	17140811	17148901	17170971
17116391	17118751	17124681	17140861	17148951	17170981
17116401	17118771	17124711	17140881	17148951	17171011
17116411	17118851	17124731	17140921	17148981	17171031
17116431	17119031	17124741	17140961	17149051	17171141
17116441	17119281	17134041	17140971	17149051	17171231
17116461	17119291	17134421	17141011	17149091	17171331
17116481	17119291	17134421	17141031	17149091	17171361
17116491	17119301	17138491	17141051	17149201	17171381
17116521	17119321	17138531	17141171	17149251	17171411
17116551	17119321	17138551	17141191	17149491	17171441
17116551	17119331	17138591	17141221	17149521	17171461
17116591	17119331	17138611	17141231	17150661	17171711
17116591	17119341	17138691	17141251	17151901	17171831
17116601	17119341	17139071	17141261	17152791	17171871
17116611	17120031	17139071	17141281	17158061	17171911
17116631	17120231	17139101	17141301	17158081	17171931
17116671	17120261	17139101	17141321	17158091	17171941
17116681	17120291	17139141	17141361	17158111	17171951
17116731	17120321	17139141	17141401	17158601	17171971
17116761	17120461	17139171	17141441	17158611	17171991
17116791	17120471	17139221	17141461	17158631	17172001
17116811	17120721	17139221	17141511	17162041	17172021
17116821	17121591	17139271	17143521	17166561	17173461
17116841	17121631	17139271	17143531	17167061	17173501
17116901	17121661	17139291	17143621	17167161	17173531
17116931	17121681	17139291	17143641	17167531	17173551
17117451	17122711	17139311	17143701	17167561	17173571
17117491	17122791	17139371	17144671	17167581	17175781
17117501	17122851	17139371	17144721	17167631	17175821
17117541	17122921	17139431	17144751	17167651	17175851
17117761	17122941	17139481	17144811	17167661	17176051
17117791	17122951	17139481	17144841	17167931	17177851
17117831	17122971	17139521	17144881	17167981	17178191
17117871	17123891	17139521	17145421	17168021	17179111
17117891	17123911	17139541	17145461	17169001	17179231
17117901	17123921	17139541	17145481	17169101	17179241

17179251	17185611	17188551	17194121	17196431	17204831
17179271	17185741	17188571	17194131	17196461	17204851
17179291	17186721	17188581	17194141	17197601	17204871
17179361	17186731	17188621	17194161	17197741	17204881
17179441	17186741	17188631	17194181	17197991	17206431
17179461	17186771	17188651	17194191	17198041	17206491
17179481	17186771	17188661	17194611	17198351	17206601
17179491	17186781	17188701	17194631	17198451	17206611
17179501	17186781	17188711	17194631	17201431	17207311
17179511	17186801	17188721	17194671	17201551	17207371
17179531	17186821	17188741	17194691	17201611	17207411
17179591	17186831	17188751	17194691	17202171	17207441
17179601	17186831	17189261	17194711	17202211	17207471
17179621	17186841	17192491	17194711	17202221	17207481
17181331	17186871	17192541	17194721	17202261	17207501
17181351	17186871	17192561	17194721	17202301	17207591
17181361	17186901	17192571	17194741	17202311	17207611
17183911	17186901	17192601	17194771	17202331	17207641
17183931	17186931	17192611	17194951	17202381	17207741
17183951	17186941	17192621	17194971	17202391	17207771
17183961	17187001	17192631	17195011	17202421	17207811
17183991	17187031	17192641	17195031	17202461	17207821
17184011	17187051	17192651	17195041	17202481	17209731
17184021	17187101	17192661	17195081	17202521	17210171
17184031	17187121	17192671	17195121	17202541	17210271
17184041	17187131	17192711	17195161	17202581	17210331
17184051	17187141	17192751	17195251	17202601	17210361
17184071	17187181	17192821	17195341	17202741	17210391
17184091	17187201	17192961	17195391	17202741	17210411
17184111	17187271	17192981	17195411	17202821	17210441
17184121	17187301	17193011	17195441	17202851	17210451
17184131	17187571	17193011	17195461	17202891	17210491
17184141	17187621	17193021	17195471	17202931	17210701
17184161	17187731	17193051	17195481	17202961	17210741
17184191	17187751	17193071	17195511	17202981	17210781
17184201	17187791	17193071	17195541	17202991	17210791
17184211	17187801	17193101	17195561	17203021	17210931
17184231	17187811	17193121	17195581	17203031	17210981
17184241	17187831	17193161	17195771	17203061	17211041
17184251	17187851	17193161	17195901	17203071	17211081
17184281	17187881	17193171	17196031	17203091	17211391
17184861	17188011	17193181	17196091	17203451	17211501
17184911	17188071	17193191	17196151	17203621	17211551
17184981	17188091	17193211	17196181	17203731	17211571
17185011	17188161	17193251	17196211	17203791	17211601
17185031	17188211	17193281	17196241	17203861	17211621
17185061	17188231	17193921	17196271	17203891	17211641
17185091	17188351	17193961	17196291	17203931	17211671
17185111	17188411	17194041	17196331	17203981	17211931
17185231	17188471	17194071	17196361	17204061	17212261
17185381	17188491	17194081	17196371	17204101	17212381
17185471	17188511	17194101	17196391	17204211	17212481

17212531	17223911	17244051	17254221	17257001	17261141
17213131	17223931	17244061	17254271	17257011	17261151
17213211	17223961	17244641	17254301	17257021	17261171
17213241	17223981	17244701	17254331	17257301	17261181
17213281	17223991	17244911	17254351	17257351	17261191
17213321	17224011	17244961	17254491	17257421	17261201
17213371	17224031	17245031	17254621	17257451	17261211
17213431	17224041	17245131	17254721	17257471	17261221
17213451	17224051	17245171	17254831	17257491	17261231
17213461	17226121	17245211	17255351	17257511	17261241
17213471	17226551	17245321	17255361	17257531	17261251
17213521	17226721	17245581	17255371	17258661	17261261
17214391	17227191	17245691	17255381	17258721	17263101
17214441	17227441	17245741	17255391	17258751	17263191
17214461	17227541	17245821	17255401	17258791	17263211
17214471	17227611	17245841	17255411	17258841	17263311
17214481	17227671	17245891	17255421	17258851	17263631
17214501	17227731	17245911	17255441	17258881	17263681
17214511	17227851	17245941	17255461	17258891	17263871
17214521	17227881	17245961	17255471	17258961	17263971
17214541	17227971	17247941	17255581	17259011	17263991
17214561	17227981	17249451	17255591	17259041	17264011
17214581	17228141	17249511	17255611	17259051	17264021
17214671	17228151	17249571	17255621	17259071	17264031
17214711	17228161	17249581	17255651	17259091	17264041
17214791	17228411	17249611	17255661	17259121	17264051
17214811	17228481	17252041	17255681	17259141	17264061
17215561	17229611	17253081	17255721	17259161	17264931
17217461	17231491	17253111	17255781	17259171	17265311
17219151	17231501	17253151	17255821	17259221	17265371
17220571	17231901	17253171	17255831	17259261	17265391
17220611	17232461	17253181	17256441	17259281	17265601
17221001	17232471	17253201	17256531	17259321	17265671
17221041	17232501	17253211	17256561	17259381	17266201
17221271	17232521	17253351	17256791	17259421	17266471
17222721	17232541	17253381	17256821	17260861	17266651
17223581	17232571	17253401	17256841	17260871	17266701
17223581	17232581	17253451	17256851	17260881	17266751
17223611	17232611	17253491	17256861	17260911	17266811
17223611	17232631	17253511	17256871	17260941	17267541
17223631	17237691	17253541	17256881	17260961	17267671
17223631	17238311	17253621	17256891	17260991	17267721
17223661	17238341	17253851	17256901	17261001	17267781
17223661	17238391	17253871	17256911	17261011	17267831
17223691	17243831	17253891	17256921	17261021	17267911
17223691	17243871	17253961	17256931	17261031	17267931
17223781	17243901	17254021	17256941	17261041	17267981
17223781	17243931	17254061	17256951	17261061	17268041
17223791	17243971	17254121	17256961	17261081	17268141
17223791	17243991	17254151	17256971	17261091	17268241
17223831	17244021	17254171	17256981	17261111	17268281
17223831	17244031	17254211	17256991	17261121	17268331

17268401	18294941	18315021	18346471	18349791	18354021
17269231	18294951	18316961	18346501	18349811	18354051
17271491	18295021	18317341	18346521	18349821	18354071
17271601	18295051	18319981	18346691	18349861	18354081
17271691	18295071	18321251	18346711	18349881	18354121
17272181	18295121	18321261	18346741	18350791	18354151
17272301	18295171	18321561	18346761	18350841	18354241
17272441	18295401	18321731	18346801	18350871	18354351
17272561	18295461	18321821	18346841	18351041	18354421
17272711	18295521	18325951	18346861	18351321	18354431
17273421	18297821	18326221	18346871	18351341	18354441
17273461	18298411	18329971	18346951	18351351	18354581
17273511	18298441	18329991	18346971	18351371	18354591
17273611	18298711	18330031	18346991	18352071	18354601
17273711	18298931	18330051	18347011	18352091	18354651
17273721	18299051	18330061	18347031	18352111	18354681
17273931	18299121	18333031	18347051	18352161	18354711
17274831	18299281	18335581	18347061	18352191	18354741
17276121	18299611	18335661	18347071	18352231	18354781
17276741	18302861	18335721	18347081	18352251	18354801
17277221	18303001	18335771	18347391	18352281	18354831
17277261	18303171	18335821	18347481	18352311	18354901
17277441	18303231	18337381	18347711	18352371	18355021
17277611	18303661	18337861	18347751	18352571	18355061
17277901	18303721	18338101	18347781	18352611	18355081
17278201	18303741	18338151	18347811	18352661	18355101
17278411	18303781	18338161	18347831	18352811	18355161
17278541	18303791	18338171	18347861	18352911	18355181
17278961	18303831	18338191	18347991	18352931	18355521
17279141	18303961	18338201	18348011	18352961	18355651
17279341	18304021	18338211	18348031	18352971	18355671
17279521	18304191	18338221	18348061	18353031	18355691
17279671	18304331	18338231	18348131	18353051	18355701
17279681	18304351	18338241	18348161	18353061	18355721
17279821	18304961	18344731	18348321	18353081	18355791
17279921	18304991	18344751	18348341	18353141	18355921
17279991	18305021	18344761	18348361	18353171	18356101
17280111	18305091	18344801	18348371	18353211	18356151
17280161	18305161	18344851	18348981	18353221	18356221
17280271	18305301	18344861	18349021	18353241	18356461
17280361	18305621	18344881	18349041	18353251	18356471
17280451	18305761	18345161	18349081	18353261	18356571
17280541	18306821	18346291	18349091	18353291	18356601
17280971	18306881	18346301	18349121	18353301	18356611
17281071	18306951	18346321	18349131	18353471	18356641
17281191	18314671	18346331	18349701	18353511	18356651
17281271	18314741	18346341	18349711	18353551	18356681
17281291	18314761	18346351	18349721	18353571	18356711
17281331	18314941	18346381	18349731	18353601	18356731
17281381	18314951	18346411	18349741	18353621	18356851
18294771	18314991	18346421	18349751	18353701	18356891
18294921	18315001	18346451	18349761	18354001	18356911

18356921	18360331	18377081	18386051	18391381	18440051
18356931	18360361	18377091	18386061	18391401	18440061
18356941	18360371	18377101	18386071	18391431	18440071
18356951	18360381	18377141	18386081	18391441	18440091
18356961	18360391	18377151	18386091	18391451	18440141
18356971	18360411	18377161	18386601	18393481	18440181
18357121	18360421	18377181	18386621	18407721	18440261
18357331	18360431	18377201	18386741	18415051	18440371
18357351	18360471	18377411	18387091	18415081	18440641
18357371	18360501	18377771	18387111	18415091	18440701
18357391	18360521	18377781	18387121	18415101	18440831
18357411	18360531	18378841	18387151	18415111	18440901
18357441	18360581	18379381	18387161	18415141	18440931
18357481	18361161	18379401	18387211	18415151	18441201
18357491	18361201	18379431	18387231	18415161	18441271
18357511	18361241	18379441	18387261	18415171	18444881
18357531	18361281	18379571	18387341	18425391	18445321
18357541	18361331	18379591	18387461	18425431	18446061
18357611	18361361	18379621	18387501	18425461	18446261
18357651	18361421	18379651	18388261	18425471	18446311
18357681	18361451	18379661	18388291	18425481	18446351
18357971	18361631	18379681	18388331	18425531	18446501
18358241	18361701	18379691	18388341	18429261	18446631
18358251	18362121	18379751	18388501	18429561	18446681
18358381	18364901	18379781	18388601	18429641	18446811
18358411	18369981	18379821	18388611	18429881	18446901
18358441	18370081	18379831	18388641	18430121	18446931
18358701	18370171	18379841	18388651	18431371	18446991
18358721	18370861	18379891	18388681	18436901	18447021
18358731	18370891	18379901	18388721	18436961	18447031
18358751	18370981	18384611	18388771	18436991	18447081
18358781	18371711	18384621	18388781	18437001	18447111
18358811	18371821	18384641	18388801	18437051	18447131
18358831	18371831	18384661	18389371	18437091	18447181
18358841	18371841	18384681	18389421	18437131	18447211
18358861	18371871	18384701	18389441	18437171	18447231
18358901	18371891	18385201	18389481	18437201	18447341
18358911	18372031	18385281	18389491	18437241	18447361
18358941	18372641	18385321	18389701	18437261	18447481
18359401	18372921	18385361	18389721	18437341	18447501
18359411	18372951	18385391	18389761	18437371	18447671
18359451	18372961	18385741	18390451	18438031	18448221
18359461	18372971	18385771	18390681	18438351	18448241
18359521	18373381	18385781	18390811	18438441	18448261
18359621	18373411	18385831	18390961	18438481	18448281
18359741	18373461	18385851	18391221	18438501	18448291
18359831	18373481	18385931	18391291	18438621	18448301
18359881	18373491	18385951	18391311	18438651	18448321
18359941	18374051	18385961	18391321	18438671	18448341
18359961	18377021	18385971	18391341	18438691	18448361
18359991	18377061	18386021	18391351	18439021	18448481
18360281	18377071	18386041	18391371	18439111	18448491

18449101	18454291	18457681	18459351	18461461	18463401
18449171	18454511	18457701	18459371	18461471	18463431
18449301	18454851	18457711	18459411	18461481	18463461
18449331	18455341	18457811	18459461	18461501	18463501
18449341	18455371	18457851	18459481	18461511	18463511
18449381	18455381	18457901	18459581	18461521	18463581
18449441	18455391	18457911	18459601	18461531	18463611
18449461	18455481	18457961	18459621	18461541	18463671
18449471	18455591	18458001	18459681	18461551	18463701
18449521	18455961	18458021	18459701	18461561	18463771
18449571	18456001	18458071	18459741	18461571	18463781
18449611	18456021	18458081	18459791	18461581	18463841
18449651	18456051	18458131	18459811	18461591	18463881
18449661	18456151	18458151	18460001	18461611	18463911
18449711	18456161	18458201	18460011	18461621	18463921
18449741	18456241	18458221	18460321	18461641	18463941
18449791	18456291	18458241	18460371	18461651	18464001
18449861	18456331	18458271	18460441	18461661	18464031
18449871	18456351	18458291	18460491	18461681	18464051
18449881	18456361	18458301	18460501	18461711	18464091
18449891	18456371	18458321	18460561	18461721	18464141
18449901	18456391	18458331	18460571	18461751	18464191
18449931	18456491	18458391	18460601	18461781	18464211
18449951	18456501	18458421	18460621	18461801	18464261
18449981	18456511	18458451	18460641	18461821	18464321
18450001	18456531	18458461	18460671	18461861	18464341
18450011	18456581	18458471	18460701	18461871	18464351
18450031	18456601	18458481	18460731	18461891	18464411
18450051	18456651	18458531	18460771	18461911	18464451
18450091	18456661	18458541	18460821	18462061	18464531
18450121	18456671	18458561	18460831	18462071	18464661
18450141	18456711	18458621	18460921	18462091	18464711
18450171	18456731	18458681	18460951	18462111	18464781
18450181	18456741	18458701	18461041	18462131	18464791
18450251	18456751	18458751	18461101	18462201	18464901
18450311	18456791	18458761	18461111	18462211	18465101
18450351	18456811	18458811	18461131	18462801	18465191
18450361	18456841	18458831	18461141	18462961	18465221
18450391	18456881	18458841	18461181	18462991	18465271
18451491	18456911	18458881	18461221	18463051	18465541
18451621	18456951	18458891	18461251	18463071	18465641
18452721	18456981	18458931	18461281	18463101	18465711
18452841	18457011	18458981	18461301	18463121	18465771
18452861	18457041	18459021	18461311	18463141	18465851
18453261	18457101	18459041	18461331	18463161	18465861
18453391	18457151	18459051	18461341	18463171	18465951
18453431	18457231	18459101	18461381	18463181	18465991
18453561	18457291	18459181	18461391	18463191	18466051
18453641	18457321	18459201	18461401	18463201	18466081
18453721	18457371	18459251	18461411	18463231	18466111
18454161	18457591	18459261	18461441	18463281	18466231
18454251	18457601	18459311	18461451	18463341	18466251

18466421	18467221	18467691	18468881	18469901	18470701
18466561	18467281	18467741	18469021	18469971	18470731
18466601	18467331	18467761	18469101	18469981	18470791
18466731	18467341	18467781	18469131	18470101	18470891
18466801	18467421	18467841	18469251	18470201	
18466951	18467501	18467891	18469391	18470251	
18467071	18467671	18468181	18469481	18470331	
18467121	18467681	18468651	18469711	18470511	

Confidential Exhibit J

Consent Assessment of Civil Penalty

[CONFIDENTIAL – SUBMITTED UNDER SEAL]

Exhibit K

Public Notice Regarding Grant of Special Temporary Authority



PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION
45 L STREET NE
WASHINGTON D.C. 20554

News media information 202-418-0500
Internet: <http://www.fcc.gov> (or <ftp.fcc.gov>)
TTY (202) 418-2555

DA No. 25-480

Report No. SCL-00551

Thursday June 5, 2025

Actions Taken Under Cable Landing License Act

Section 1.767(a) Cable Landing Licenses, Modifications, and Assignments or Transfers of Control of Interests in Cable Landing Licenses (47 CFR § 1.767(a))

By the Chief, Telecommunications and Analysis Division, Office of International Affairs:

Pursuant to an Act relating to the landing and operation of submarine cables in the United States, 47 U.S.C. §§ 34-39 (Cable Landing License Act), Executive Order No. 10530, Exec. Ord. No. 10530 reprinted as amended in 3 U.S.C. § 301, and section 1.767 of the Commission's rules, 47 CFR § 1.767, the following applications ARE GRANTED. These grants of authority are taken under section 0.261 of the Commission's rules. 47 CFR § 0.261. Petitions for reconsideration under section 1.106 or applications for review under section 1.115 of the Commission's rules may be filed within thirty (30) days of the date of this public notice. 47 CFR §§ 1.106, 1.115.

These applications have been coordinated with the Department of State and other Executive Branch agencies pursuant to section 1.767(b) of the Commission's rules and consistent with procedures established with the Department of State. 47 CFR § 1.767(b); see Review of Commission Consideration of Applications under the Cable Landing License Act, IB Docket No. 00-106, Report and Order, 16 FCC Rcd 22167, 22192-93, paras. 51-52 (2001) (Submarine Cable Landing License Report and Order); Commission Announces Department of State's Revised Procedures for its Consideration of Submarine Cable Landing License Applications, IB Docket No. 16-155, Public Notice, DA 22-435 (rel. Apr. 19, 2022).

This public notice serves as each cable landing licensee's Cable Landing License, or modification thereto, pursuant to the Cable Landing License Act and sections 1.767 and 1.768 of the Commission's rules. 47 CFR §§ 1.767, 1.768. Cable landing licensees should review the terms and conditions of their licenses. Failure to comply with these terms and conditions or relevant Commission rules and policies could result in fines or forfeitures.

INFORMATIVE

SCL-STA-202506-00015

Rogers Communications, Inc.

On June 4, 2025, we granted the request for Special Temporary Authority (STA) filed by Rogers Communications, Inc. (Rogers) on behalf of the licensees of the AmeriCan-1 Cable System (Ledcor Industries, Inc., Zayo Group, LLC, BCE Nexxia and Rogers) to continue the operation of the AmeriCan-1 Cable System (SCL-LIC-19980123-00002) while the Commission considers a forthcoming application for a new cable landing license for AmeriCan-1. Rogers acknowledges that grant of the STA will not prejudice action by the Commission on the underlying renewal application and that the STA is subject to cancellation or modification upon notice without a hearing.

Action on this STA request is without prejudice to any enforcement action by the Commission for non-compliance with the Communications Act of 1934, as amended, or the Commission's rules.

The STA expires on December 1, 2025.

Confidential Exhibit L

Outage Ticket History

[CONFIDENTIAL – SUBMITTED UNDER SEAL]

Exhibit M

Washington Utilities and Transportation Commission News Release



UTC

Washington Utilities
and Transportation
Commission

☒ Site Search ☐ Companies Search ☐ Dockets Search

UTC staff recommends more than \$15.5 million in penalties against CenturyLink

April 01, 2025

Media contact: 360-664-1116 or media@utc.wa.gov

Docket number: [UT-240117](#)

Editor's note: This news release reflects the position of the Washington Utilities and Transportation Commission Consumer Protection staff and NOT the views of the commissioners. It discusses a staff investigation that commissioners have not yet reviewed. Any positions taken or comments offered by staff regarding this proceeding should be attributed clearly to UTC staff and NOT to the UTC.

LACEY, Wash. - Staff from the Utilities and Transportation Commission recommend that the commission issue a formal complaint and impose penalties against CenturyLink Communications, LLC for \$15,567,770. This is one of the largest penalties ever recommended by commission staff.

Following a substantial increase in consumer complaints about CenturyLink, UTC staff launched an investigation focused on two areas – the quality of service provided by CenturyLink and the company's responsiveness to requests for information from commission staff.

Staff reviewed service quality, service outages, and service interruption data provided by CenturyLink from April 1, 2023, through March 12, 2024. Staff also reviewed informal consumer complaints to the commission regarding service quality from March 13, 2024, to Jan. 1, 2025. During the investigation, staff documented a total of 1,663,664 violations.

State law allows public service companies that violate the law to be fined up to \$1,000 per offense. Each day the violation continues is considered a separate offense. The recommended penalty of roughly \$15.5 million demonstrates the commission staff's reasonable attempt to address the seriousness of CenturyLink's violations, encourage the company's compliance, and discourage repeat violations.

The commission will hold a virtual prehearing conference for this case at 9:30 a.m. on April 30, 2025.

Breakdown of the recommended penalties

Penalties are recommended across three categories:

1. Failing to provide services in a sufficient, prompt, and reasonable manner, and ensuring that equipment and facilities were in good condition and repair. Staff found 827,828 violations and recommend penalties of \$7,183,285.
2. Failing to provide adequate maintenance to ensure all facilities are in safe and serviceable condition, failing to immediately correct conditions, endangering continuity of service, and failing to promptly repair or replace broken, damaged, or deteriorated equipment. Staff found 827,828 violations and recommend penalties of \$7,183,285.
3. Failing to thoroughly investigate commission-referred complaints, report the results, and respond to urgent complaints within two business days and staff requests for additional information within three business days. Staff found 8,008 violations and recommend penalties of \$1,201,200.

Penalties in the first two categories are based on an escalating methodology that includes the length of time violations existed and range from \$5 to \$100 per violation. A flat penalty of \$150 for each violation is recommended for the third category.

CenturyLink is the largest local telephone company in Washington, serving approximately 650,000 residential and business lines.

The UTC regulates the rates and services of telecommunications companies, investor-owned electric utilities, natural gas and water companies, garbage-collection haulers, household-goods movers and passenger transportation companies, commercial ferries, pipeline companies, marine pilotage, and a low-level radioactive waste repository. The commission does not regulate the rates of broadband services, cellular, cable, or Internet service.

###

Editor's note: You can find the staff investigation and all documents related to this case on our website.

Topic(s)

Telephone

Consumer

[Home](#) | [Site map](#) | [Washington State website](#) | [Privacy and Accessibility](#) | [About Us](#) | [Contact Us](#)

© Copyright 2022 UTC



Confidential Exhibit N

ENA Healthcare Services, LLC (U-7075-C) Citation

[CONFIDENTIAL – SUBMITTED UNDER SEAL]

Confidential Exhibit O

ENA Healthcare Services, LLC (U-7075-C) Citation Resolution

[CONFIDENTIAL – SUBMITTED UNDER SEAL]

Confidential Exhibit P

Zayo Group, LLC (U-6102-C) Citation Resolution

[CONFIDENTIAL – SUBMITTED UNDER SEAL]

Confidential Exhibit Q

Zayo Group, LLC (U-1450-C) Citation

[CONFIDENTIAL – SUBMITTED UNDER SEAL]

Confidential Exhibit R

Zayo Group, LLC (U-1450-C) Citation Resolution

[CONFIDENTIAL – SUBMITTED UNDER SEAL]

Exhibit S

Resumes of Applicant's Officers

Steve Smith

Experience

Zayo Group

Chief Executive Officer – October 2020 to Present

GI Partners

Managing Director – 2018 to 2020

NetApp

Member, Board of Directors – 2016 to 2018

F5 Networks

Member, Board of Directors – 2013 to 2018

Equinix

CEO & President – 2007 to 2018

Hewlett-Packard

Senior Vice President, HP Services – 2005 to 2006

Lucent Technologies

Vice President, Global Professional Managed Services – 2003 to 2005

EDS Corporation

Chief Sales Officer – 1987 to 2003

United States Army

Various roles – 1979 to 1987

Education

United States Military Academy West Point

B.S. in Engineering (1979)

Jeff Noto

Experience

Zayo Group

Chief Financial Officer – April 2023 to Present

Verizon

Sr. Vice President & CFO, Global Networks & Technology/Global Services – 2021 to 2023

Sr. Vice President, Business Analytics – 2018 to 2021

Sr. Vice President & CFO, Product & New Business Innovation – 2014 to 2021

CFO, Consumer & Small Business – 2011 to 2014

Sr. Vice President, Enterprise Shared Services – 2010 to 2011

Education

Seton Hall University

M.S. in Accounting (2016)

Rutgers University

B.S. in Economics (1987)

Lauren Lantero

Experience

Zayo Group

Chief Legal Officer – April 2025 to Present

Sr. Vice President, General Counsel – 2023 to 2025

Vice President, Corporate, General Counsel – 2021 to 2023

Deputy General Counsel – 2020 to 2021

Associate General Counsel – 2018 to 2020

Sr. Corporate Counsel – 2018 to 2018

Miletich PC

Associate Attorney – 2014 to 2018

McElroy, Deutsch, Mulvaney & Carpenter, LLP

Associate Attorney – 2013 to 2014

Denver District Court

Law Clerk to the Hon. J. Eric Elliff – 2011 to 2013

Education

University of Denver – Sturm College of Law

J.D. (2010)

University of Colorado

B.S. in Accounting (2006)

B.A. in Spanish (2006)

Robert Merkel

Experience

Zayo Group Holdings

Vice President, Tax – January 2018 to Present

Zayo Global Reach

Member, Board of Directors – July 2024 to Present

Self-Employed

Independent Consultant – 2015 to 2018

TeleTech

Vice President, Global Tax – 2003 to 2015

Education

DePaul University – Driehaus College of Business

M.S. in Taxation (1991)

University of Illinois Urbana-Champaign

B.S., Accountancy (1988)

Gabriela Torresani

Experience

Zayo Group

Associate General Counsel – March 2024 to Present

Senior Corporate Counsel – 2021 to 2024

SRS Acquiom

Associate Director – 2020 to 2021

Associate Attorney – 2019 to 2020

Trombly Business Law, PC

Associate Attorney – 2018 to 2019

Law Clerk – 2017 to 2018

Education

University of Colorado

J.D., Corporate Law (2018)

University of Nevada, Reno

B.A. in Criminal Justice (2014)