

August 18, 2023

Via Email:
psc@utah.gov

Gary Widerburg
Commission Administrator
Utah Public Service Commission
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84111

RE: Docket No. 23-049-02
CenturyLink's Answer to Formal Complaint

Dear Mr. Widerburg:

Attached for filing is CenturyLink's Answer, Affirmative Defenses, Partial Motion to Dismiss, and Notice of Satisfaction to Formal Complaint.

Sincerely,



Katie Wagner
Senior Corporate Counsel

Attachments
cc: Service List

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

**FORMAL COMPLAINT OF SCOTT W.)
CAMPBELL AGAINST CENTURYLINK) Docket No.: 23-049-02
_____)**

CENTURYLINK’S ANSWER, AFFIRMATIVE DEFENSES AND NOTICE OF SATISFACTION TO FORMAL COMPLAINT

COMES NOW, Respondent Qwest Corporation d/b/a CenturyLink (“CenturyLink”), by and through its undersigned counsel and submits its Answer, Affirmative Defenses, and Notice of Satisfaction to the above-captioned Formal Complaint (“Complaint”) of Scott W. Campbell (“Complainant”) as follows:

1. On August 7, 2023, the Utah Public Service Commission entered a Notice of Filing and Comment Period requiring that CenturyLink respond by September 6, 2023, to the following inquiries:
 - a. As of June 30, 2023, Complainant alleges he has had no telephone service. On July 19, 2023, a service technician was dispatched to begin repairs.
 - b. Complainant alleges this is the second time in the last two months that service has been down. Complainant alleges the previous outage was six weeks long.
2. CenturyLink denies each and every allegation in the Complaint except for those which constitute admissions against the interest of the Complainant.
3. On August 10, 2023, Complainant voluntarily elected to terminate his service with CenturyLink. (See Exhibit A) As a result, CenturyLink no longer provides any services to Complainant.
4. Notwithstanding this, CenturyLink desires to satisfy the Complaint. In so doing, CenturyLink nonetheless denies liability and does not admit the veracity of any claim.

5. Concurrent with the disconnection of Complainant's service on August 10, 2023, CenturyLink issued a credit for two full months of charges totaling \$140.81 to compensate Complainant's allegation that a prior outage lasted for six weeks.

6. Moreover, On August 8, 2023, when CenturyLink's technician was dispatched to make repairs to Mr. Campbell's service, the technician advised that he would need to dig a trench between Mr. Campbell's yard and his neighbor's yard. Mr. Campbell declined permission, and consequently the repair could not be completed.

7. Upon information and belief, because Complainant no longer uses CenturyLink service, and has been compensated for reports of past outages, this Complaint is satisfied in whole, and no further action is needed.

AFFIRMATIVE DEFENSES TO COMPLAINT

8. The Complaint lacks subject-matter jurisdiction to the extent any alleged outage relates to internet-based services.

9. Because Complainant declined permission to allow CenturyLink to make repairs, Complaint fails to state a claim upon which relief may be granted.

10. Because Complainant voluntarily terminated service on August 10, 2023, Complainant's claims are barred by the doctrine of waiver, estoppel, unclean hands, and/or laches.

11. Complainant has failed to mitigate its damages, if any.

12. CenturyLink affirmatively alleges that the Complaint fails to identify any violation of applicable laws, rules, regulations, or prior orders of the Commission.

13. CenturyLink reserves the right to assert any additional affirmative defenses that may later become relevant.

WHEREFORE, having fully answered, CenturyLink prays that the Complaint of Scott W. Campbell be wholly dismissed with prejudice and for such further relief as the Commission deems just and equitable.

Dated this 18th day of August 2023.

Respectfully submitted,



Katie N. Wagner, OK Bar #33296

Senior Corporate Counsel

CENTURYLINK

(405) 669-8712

katie.wagner@lumen.com

ATTORNEYS FOR QWEST CORPORATION DBA

CENTURYLINK

[RCCs](#)

Order Confirmation

Thank you for choosing CenturyLink

We value our customers and promise to do everything we can to make your experience the best it can be and to help you make the most of your new service. To learn more about your CenturyLink services and to easily manage your account online, visit centurylink.com . If you have any questions, we would be happy to hear from you.

For your convenience, the information below shows your current CenturyLink services and charges, including the services you recently changed. **This is not a bill.**

Aug 10 2023
Page 1 of 4

SCOTT CAMPBELL
1111 N 2000 W
LOT 81
FARR WEST, UT 84404-8856 USA

Account Information & Order Confirmation

Other Charges and Credits \$-21.70

Services for: 8017316542
\$-21.70

Voice

Remove Facility Relocation Fee RES From
AUG 11 To AUG 21
\$-0.25

Remove Subscriber Line Charge From AUG
11 To AUG 21
\$-2.38

Remove 1 Pty Residence Line From AUG 11
To AUG 21
\$-11.37

Remove Caller ID Number/Name-Res From
AUG 11 To AUG 21
\$-3.67

Remove Non-Published Non List Res From
AUG 11 To AUG 21
\$-4.03

Fees and Surcharges \$-1.38

Services for: 8017316542
\$-1.38

Voice

FARR WEST Statutory Gross Receipts Tax
\$-0.68

Federal Universal Service Fund Surcharge
\$-0.70

Taxes \$-2.11

Services for: 8017316542
\$-2.11

Voice

FARR WEST Sales Tax
\$-0.20

Federal Excise Tax
\$-0.67

MASS TRANSIT TAX Sales Tax
\$-0.10

UTAH Sales Tax
\$-0.96

WEBER Sales Tax
\$-0.18

IMPORTANT INFORMATION

When contacting us refer to:

Order Date: 08-10-2023
Order Number: D: 1016543931
ORN: ORN-47399400104043526
Account Number: 332199406
Reference: 137870945

ACCOUNT ADJUSTMENTS

Adjustments occur due to changes made to your services or applications of prior payments and discounts in the billing cycle before your new service was activated.

ABOUT YOUR FIRST BILL

The first bill you receive with your new service may be higher than future bills due to Prorated Charges for partial month service, delayed charges, and/or full monthly charges. In most instances, all charges should be reconciled by your next billing cycle.



Account Information & Order Confirmation (cont.)

Estimated Final Bill Amount \$15.62

Total first month bill charges include recent order activity above and applicable partial monthly taxes, fees, charges and discounts.

If you lease equipment from us and your service is canceled or terminated for any reason, you must return the leased equipment to us within 30 days after cancellation or termination to avoid non-return fees of up to \$200 per each piece of leased equipment.

IMPORTANT - *If you ordered CenturyLink Fiber Internet with speeds up to 940Mbps - Visit centurylink.com/experience to learn more about how to get the most out of your Fiber Gigabit experience.*

For questions about your order, services or bill, please call Customer Service at 800-201-4099 Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturday 9:00 a.m. to 2:00 p.m.

For technical support or repair, please call 1-800-788-3600, 24 hours a day, 7 days a week.

ONLINE RESOURCES

We have you covered online!

To learn more about your services,
visit

www.centurylink.com/welcome

For instructions on how to set up and
use Voicemail, visit

centurylink.com/help

For equipment warranty and returns,
visit centurylink.com/help

For descriptions of taxes, fees, and
surcharges, visit

centurylink.com/feesandtaxes

ABOUT YOUR FIRST BILL

Your first bill will include the
applicable Total First Bill Prorated
Charges plus the Total Monthly
Charges. After your first bill, the
Total Monthly Charges should apply.

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ADDITIONAL INFORMATION AND TERMS AND CONDITIONS OF YOUR SERVICE.

Service Offers and Plans. The following requirements apply to you depending on the offer and plan you have selected.

- Promotional or Discount Offers or Plans with a Term Commitment. If you selected service or equipment with a promotional or discount offer or a term commitment, the monthly recurring charges for your services or equipment will remain the same for the entire promotional, discount, or term commitment period so long as you continue to meet all offer or plan requirements and your account remains in good standing. If you cancel any service with a term commitment before the term period ends, you will be charged an early termination fee of up to \$200 for residential customers and \$400 for business customers, which will be prorated for the remaining months of service. After completion of the promotional or discount offer or term commitment period, the applicable monthly recurring charges will increase to the then-current rates, which are not guaranteed and may increase.
- Price for Life Offers and Plans (residential) & Offers and Plans with Set Monthly Rates for Services (business). If you selected one of these offers or plans, the monthly recurring charges for your services only and any applied discounts will remain the same as long as services subject to that offer or plan and the service address where service is delivered don't change for any reason and your account remains in good standing, is not suspended, changed, or disconnected. Equipment charges, fees, and taxes are not included in Price for

Life or Set Monthly Rate offers, are not guaranteed, and may increase.

- All Other Offers and Plans. For all other offers and plans, your monthly recurring charges for services and equipment and all fees and taxes are not guaranteed and may increase.
- Rate Changes. All quoted charges, taxes, and fees may be subject to rate changes that become effective after the date of this quote which may impact future months of service. These rate changes are not included in this quote but will appear on future bills. In some instances, quoted amounts may be higher than the amount billed after all discounts are applied, including employee-related discounts or concessions.

Additional Information on Taxes and Fees. More information about your taxes and fees can be found at www.centurylink.com/feesandtaxes. Taxes in this quote may be estimated and may change.

Leased Equipment Non-Return Charges. When you cancel your services, all leased equipment must be returned within 30 days to avoid non-return fees of up to \$200 per piece of leased equipment. For residential customers, we will send you an email once your services are disconnected with a link to print a return label at that time or you can go to www.centurylink.com/returnmodem at any time to print your return label. For business customers, shipping return labels can be printed online at www.centurylink.com/returnmodem

Per Use Services. Services selected that are charged on a per-use basis, such as per minute voice services (and associated taxes or fees), will be in addition to the charges listed here and will be itemized on future bills since they depend on future usage.

Late Fees. Late fees may be charged each month for eligible unpaid balances not paid in full by the due date listed on your bill. Late fees are not included in this quote but will be itemized on future bills.

Third-Party Services. If you ordered services or products from a third-party provider, you will receive separate order information, service confirmation, and applicable terms and conditions from that provider. Charges from that third-party provider may be on your bill with us. You may contact Customer Service to report an unauthorized third-party charge, and we will remove such charge from your bill.

Vacation or Pause Status. If you place your service on Vacation or Pause status, your service will be unavailable and stay in this status until you notify us or up to a maximum of nine months. When Vacation or Pause status ends, we do not guarantee that you will be able to maintain the pricing, offer, plan, discount, speed, or the service itself that you had before Vacation or Pause status.

Post-payment and Prorated Charges and Credits. If you selected an offer or plan with monthly post-payment, we bill for your services one month in advance. As a result, prorated charges or credits for services, taxes, and fees may apply and make your next bill higher or lower than future bills. If you are removing services during a current bill cycle, applicable credits for removed services may not be included in this quote. However, these credits will appear on future invoices. If your service start date changes for any reason, such changes are not included in this quote but you may see prorated charges or credits on your bill for affected services, equipment, taxes, and fees. If you make a change to your service that is completed on or very near the bill

date listed on your invoice, that bill may display the change in a different month than the month listed in this quote.

Pre-Payment with Credit or Debit Card. If your offer or plan requires monthly pre-payment with a credit or debit card, your service will begin on the date your service order is completed and each prepaid billing cycle month is one month. Service automatically renews monthly until canceled by you or us. When cancelling service on any day other than the last day of your billing cycle, all monthly charges, fees, and taxes, will apply in full and payments received for unused service will not be refunded or credited to account. To cancel, you must log-in to your account portal and place your cancel request there.

Reward Cards. If you are receiving a reward card as a part of your selected offer, you will receive a postcard or email with a code and online redemption instructions. To receive your reward card in 4-6 weeks, you must redeem online, make all payments, remain in good standing and meet all eligibility requirements

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AutoPay and/or Paperless Billing, Paper Bill Fee If you selected automated payment and/or paperless billing services or these services are a part of your selected offer or plan, your monthly rates for services are contingent on you maintaining these services. To register for these services or learn more about them, please visit www.centurylink.com/Pages/Support/ if you are a residential customer, or www.centurylink.com/small-business/support.html if you are a business customer. Beginning January 1, 2023, customers who receive a paper bill will incur a \$1.00 monthly Paper Bill Fee. Customers who only receive an electronic bill (e-bill) will not be impacted by this fee unless they switch from paperless billing to paper billing. Customers who subscribe to voice service in the states of Arizona, California, Idaho, Minnesota, Oregon, and Washington, subscribe to voice services from CenturyTel of the Gem State, Inc. d/b/a CenturyLink, are enrolled in the Lifeline or Affordable Connectivity Programs, or receive Braille or large print invoices are excluded from this fee.

Service Agreements. As a condition of receiving services and equipment, customers are subject to service agreements, which you have accepted or must accept prior to service installation. The applicable terms and conditions for the residential services are posted at www.centurylink.com/terms. The applicable terms and conditions for the business services are posted at www.centurylink.com/aboutus/legal/terms-and-conditions/business-products-and-services.html. Please carefully review your agreements as they contain important provisions, including dispute resolution requirements and limits on our liability. Although fiber service usually means a 100% fiber-optic network to your location, in limited circumstances we may need to deploy alternative technologies with a non-fiber connection from a certain point (usually the curb) to your location. For Internet services, please see www.centurylink.com/InternetPolicy for performance information and how we manage our network to deliver those services.

Affordable Connectivity Program (ACP) and Lifeline Program

- Summary. The ACP is a government benefit program operated by the Federal Communications Commission (FCC) that reduces your internet service bill. You can apply the ACP benefit to internet service from any participating provider you choose. Benefits can be applied to any internet service offering, which is provided on the same terms available to households that are not eligible for ACP. Lifeline is another FCC benefit program that reduces the cost of

communication services for qualifying low-income consumers. We may disconnect your ACP-supported service after 90 consecutive days of non-payment. We are here to help with any questions or concerns you have about your ACP or Lifeline benefits. Complaints can also be filed at the FCC's Consumer Complaint Center. Click here for more information about ACP: <https://www.centurylink.com/aboutus/community/community-development/lifeline/acp.html#faq>

- **Discounts.** If you qualify for these programs but program discounts have not been applied yet to your service, this quote's charges section displays your monthly recurring charges without those discounts. However, the discounts will appear on future invoices. If program discounts are listed or have been applied, this quote will include the discounts. These discounts and/or discounted monthly recurring charges will continue to apply as long as you remain eligible for ACP or Lifeline, the applicable program remains unchanged and in effect, and your account remains in good standing and is not suspended, changed, or disconnected.
- **ACP Transfer Disclosures.** You are limited to one ACP transfer each service month, with limited exceptions. If you are transferring your ACP benefit from another service provider to us, the effect of the transfer will be that the ACP benefit will be applied to the service we provide you, not the service retained from your previous provider. If you choose to maintain service from your previous service provider, your previous service provider may charge you their undiscounted rates for that internet service.

Service Installation. As a part of your service installation, the following items will apply:

- If additional charges are required during installation, we will notify you and get your approval for those charges before connecting service.
- For new Internet installations only, construction charges may apply. For fiber-based Internet, we will absorb the first \$1,500 of these charges. You are responsible for additional amounts, which usually do not exceed \$2,000. For copper-based Internet, the charge is \$150 to \$300. However, in limited circumstances, the construction charges may exceed these amounts for reasons like extensive work is required or your premises are a significant distance from our network. Before starting work, we will assess the property, review charges with you for approval, and either you or we may cancel with no further obligations.
- If you rent your residence or business location, landlord permission is required.
- If a technician must enter your premises for installation. An adult 18 years of age or older must be present. Tech installations which can take 2-6 hours to complete.

Policies. Your use of our services is subject to your compliance with our policies posted at www.centurylink.com/aboutus/legal/ , including the Acceptable Use Policy and Copyright and Trademark policies. These policies describe, among other things, acceptable uses and protection of services and how we protect intellectual property rights. You also acknowledge the CenturyLink Privacy Policy, posted at www.centurylink.com/aboutus/legal/privacy-policy.html , which describes how we handle and protect your information, including customer proprietary network information, and how we market and communicate with you.

Customer Support. Information regarding our customer support and popular support tools are posted at www.centurylink.com/Pages/Support/ or your account management portal for residential customers, or the Control Center at www.centurylink.com/small-business/support/control-center.html for business customers, If you have a dispute with us for any reason, including payment issues or service-related reasons, please refer to the applicable Subscriber Agreement for information about your dispute resolution process or contact us within your account management portal. If you believe there is a discrepancy between the amounts and services listed here and what you were quoted during the ordering process, please immediately contact Customer Service at the applicable website above or the phone number on your bill. If your order resulted from a door-to-door sale, you may cancel it by mail to us (sent cancel request to P.O. Box 165000, Altamonte Springs, FL 32716) or by calling us (800-244-1111 or the customer service number we provide to you) without any penalty, obligation, or cancellation charges within three (3) business days (or seven (7) business days, if your state allows) after the date you placed this order.

Inquiries. For customer inquiries, please log into the account management portal for residential customers, log into the Control Center at www.centurylink.com/small-business/support/control-center.html for business customers, or write to CenturyLink, Attn: Customer Service, 100 CenturyLink Drive, Monroe, Louisiana 71201.

Telephone Assistance. Telephone assistance plans help low-income citizens with the costs of residential broadband or telephone service, including Lifeline and Link-up programs. Eligibility is dependent upon income guidelines and other criteria. For more specific information on these programs and any questions about the TTY (Telecommunication Services for the Deaf) program, please call us at the Customer Care Center number listed on page one of this letter.

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EXHIBIT A



Tressa Carter - CAG

8/10/2023, 2:32:16 PM | DVRG

CAG/Research Account/no dial tone - needs dig and cust declined. disconnected acct with order 1016543931 due 08/10/2023. issd adj for two full months due to six weeks oos and intermittent issues prev - \$140.81.



Tressa Carter - CAG

8/10/2023, 2:31:34 PM | 2001

BAN adjusted. Amount: \$140.81. Reason: Customer Satisfaction Credit. issd adj for two full months due to no dial tone for over 6 weeks plus intermittent prev.

DOCKET NO. 23-049-02
CERTIFICATE OF SERVICE

I CERTIFY that on August 18, 2023, a true and correct copy of *CenturyLink’s Answer, Affirmative Defenses, Partial Motion to Dismiss, and Notice of Satisfaction to Formal Complaint* was delivered upon the following as indicated below:

By UPS:

Complainant

Scott W. Campbell 1111 N. 2000 W., #81
Ogden, UT 84404

By Email:

Utah Assistant Attorneys General

Patricia Schmid pschmid@agutah.gov
Patrick Grecu..... pgrecu@agutah.gov
Robert Moore rmoore@agutah.gov

Division of Public Utilities

Madison Galt..... mgalt@utah.gov

Office of Consumer Services

..... ocs@utah.gov
Alyson Anderson..... akanderson@utah.gov
Bella Vastag..... bvastag@utah.gov
Alex Ware..... aware@utah.gov
Jacob Zachary..... jzachary@utah.gov

Dated this 18th day of August 2023.



Josie Addington, Legal Assistant
CenturyLink