



0000165916

**BEFORE THE ARIZONA CORPORATION COMMISSION**

COMMISSIONERS

SUSAN BITTER SMITH - Chairman  
BOB STUMP  
BOB BURNS  
DOUG LITTLE  
TOM FORESE

Arizona Corporation Commission

**DOCKETED**

AUG 26 2015

DOCKETED BY	
-------------	--

LORI S. DANIELS,  
  
COMPLAINANT,

DOCKET NO. T-01051B-14-0389

VS.

DECISION NO. 75222

QWEST CORPORATION D/B/A CENTURYLINK,  
QC,

RESPONDENT.

**OPINION AND ORDER**

DATE OF HEARING: March 24, 2015

PLACE OF HEARING: Phoenix, Arizona

ADMINISTRATIVE LAW JUDGE: Yvette B. Kinsey

APPEARANCES: Ms. Lori Daniels, *pro per*; and  
Mr. Norman G. Curtright, on behalf of Qwest Corporation d/b/a CenturyLink, QC.

**BY THE COMMISSION:**

**Overview**

This matter comes before the Arizona Corporation Commission (“Commission”) in the form of a Formal Complaint (“Complaint”) filed by Ms. Lori Daniels (“Complainant” or “Daniels”) against Qwest Corporation d/b/a CenturyLink QC (“CenturyLink” or “Respondent”).<sup>1</sup>

The Complaint states that Daniels has been a State Farm Insurance agent for 34 years and owns and operates an insurance office in Chandler, Arizona. According to the Complaint, approximately 20 years ago, Daniels moved her State Farm insurance office from Gilbert, Arizona to Chandler, Arizona, and Daniels wanted to keep her Gilbert telephone number when she moved to her new Chandler office. The Complaint states that CenturyLink explained that it could provide a service

<sup>1</sup> CenturyLink was formerly known as Qwest and US West, but will hereinafter be referred to as CenturyLink.

1 that would reroute calls from Complainant's Gilbert office to her new Chandler office without  
 2 changing the Gilbert telephone number and that Complainant had the option of paying for each  
 3 individual call that was rerouted to her new location or she could pay a monthly charge for all calls.  
 4 The Complaint states that Daniels believed this service was called Foreign Exchange ("FE"), but that  
 5 Daniels later became aware that the service that allowed her to retain the same telephone number and  
 6 to receive calls at her Chandler, Arizona office was called Foreign Central Office ("FCO") service.

7 The Complaint alleges that, due to advances in technology, for ten years it was not necessary  
 8 for Daniels to reroute her calls using FCO services; CenturyLink failed to notify Daniels that the  
 9 FCO service was no longer necessary; Daniels was "overcharged" approximately \$100 per month for  
 10 10 years for FCO services; and CenturyLink's bills were misleading because they did not state the  
 11 term FCO on them. The Complaint asserts that the relevant time period for which the "overcharges"  
 12 occurred was from June 2001 through September 2013 when the service was discontinued.

13 The Complaint seeks recovery in the amount of \$15,330.00, plus 2% interest for a total  
 14 amount of \$17,238.48.

15 CenturyLink disputes Complainant's claims and requests that the Commission dismiss the  
 16 Complaint.

### FINDINGS OF FACT

#### Procedural History

17  
 18  
 19 1. On November 14, 2014, Complainant filed with the Commission the above-captioned  
 20 Complaint against CenturyLink, alleging that for ten years CenturyLink charged Complainant for  
 21 services she did not need. The Complaint seeks relief in the form of compensation for charges paid  
 22 from June 3, 2001 through September 2013 in the amount of \$15,330.00, plus two percent interest for  
 23 a total amount of \$17,238.48.<sup>2</sup>

24 2. On December 5, 2014, CenturyLink filed a Motion to Dismiss ("MTD") and Answer  
 25 to Formal Complaint.

26 ...

27  
 28 <sup>2</sup> Complainant concedes that CenturyLink provided her with two credits, totaling \$1,195.32, and that those credit amounts should be deducted from the amount she requests in recovery.



1 **Summary of Claims/Responses**

2 **A. Complainant claims that she was “overcharged” for 10 years for FCO service**  
3 **she did not need and that CenturyLink’s notice that FCO service was no longer**  
4 **necessary was misleading.**

5 11. Complainant states she moved her State Farm Insurance office in 1992 from Gilbert,  
6 Arizona to Chandler, Arizona.<sup>3</sup> Complainant testified that it was important to her to retain the same  
7 telephone number when she moved to the new location because she had been an insurance agent for  
8 12 years; she worked off referrals; and she had given the Gilbert telephone number out on many  
9 business cards.<sup>4</sup>

10 12. It is undisputed that CenturyLink provided and Complainant paid for FCO service  
11 from 1992 through August 2013.

12 13. Complainant states in 2012 she purchased a new phone system through State Farm  
13 Insurance, and she began experiencing problems with her phone service.<sup>5</sup> Complainant states that  
14 CenturyLink technicians were called to her office “several times” because the phones wouldn’t work  
15 or the phones had a lot of static on the line.<sup>6</sup> Complainant contends that she discovered that the  
16 problem was not with the new phone system, but that the problem was actually with her CenturyLink  
17 phone line.<sup>7</sup>

18 14. Complainant asserts that in August 2013, after an on-site repair service call, a  
19 CenturyLink technician told her office manager that the reason she was having problems with her  
20 new phone system was because her calls were being rerouted.<sup>8</sup> Complainant contends that the  
21 CenturyLink technician said that the FCO service, being used to reroute her calls, had not been  
22 needed for 10 years.<sup>9</sup> Complainant states that at that time she requested compensation from  
23 CenturyLink.<sup>10</sup> Complainant stated that on previous occasions, when she experienced telephone

24 \_\_\_\_\_  
25 <sup>3</sup> Tr. at 20.

26 <sup>4</sup> *Id.*

27 <sup>5</sup> Tr. at 36-37 and 50.

28 <sup>6</sup> Tr. at 37.

<sup>7</sup> *Id.*

<sup>8</sup> Tr. at 38.

<sup>9</sup> Exhibit C-1 at 1.

<sup>10</sup> *Id.*

1 issues she would talk to CenturyLink “technicians about the billing” and that she sought advice from  
2 them on whether she should “seek recompense for having no phone service.”<sup>11</sup> Complainant testified  
3 that she had been able to get compensation by having the “technician talk to the billing department”  
4 and then the billing department would contact her.<sup>12</sup>

5 15. Subsequently, Complainant states that she spoke to a different CenturyLink technician  
6 over the phone who confirmed that FCO service was no longer needed and that the technician stated  
7 that Complainant had been “overcharged” for the service.<sup>13</sup>

8 16. Complainant claims that over the past several years, she has called CenturyLink to  
9 conduct repairs on her phone, but that no other technician told her that the FCO service was no  
10 longer necessary due to advances in technology.<sup>14</sup>

11 17. Complainant states that she discontinued her FCO service in August 2013.<sup>15</sup> After  
12 discontinuing the FCO service, Complainant states that she began contacting CenturyLink regarding  
13 the “overcharges,” and that CenturyLink provided a credit in the amount of \$105.76 on her  
14 September 4, 2013, bill.<sup>16</sup>

15 18. Complainant stated that she believed the credit amount was unacceptable due to the  
16 amount of the “overcharges” and the length of time they had been applied to her account.<sup>17</sup>  
17 Complainant asserts that from September 2013 to February 2014 she “made several attempts” to  
18 contact CenturyLink to request further compensation, but that CenturyLink failed to respond until  
19 February 2014, after she wrote a letter to the Commission.<sup>18</sup> Subsequently, Complainant states that  
20 CenturyLink provided her with a second credit in the amount of \$1,089.56.<sup>19</sup>

21 19. Complainant believes CenturyLink should further compensate her for the 10 years she  
22 paid for FCO services that she did not need. Complainant initially sought damages in the amount of  
23

---

24 <sup>11</sup> Tr. at 43.

25 <sup>12</sup> *Id.* 43.

26 <sup>13</sup> Exhibit C-1 at Exhibit 1 and Tr. at 40.

27 <sup>14</sup> Exhibit C-1.

28 <sup>15</sup> Generally, Exhibit C-1.

<sup>16</sup> Exhibit C-1 at Attachment Exhibit 4.

<sup>17</sup> Exhibit C-1.

<sup>18</sup> *Id.*

<sup>19</sup> Tr. at 26.

1 \$15,330.00, plus 2% interest for a total amount of \$17,238.48.<sup>20</sup> Complainant asserted that she  
 2 calculated this amount based on \$105 per month that she believed she paid for FCO services from  
 3 June 2001 through September 2013.<sup>21</sup> Subsequently, Complainant concurred with CenturyLink's  
 4 calculation regarding the amount Complainant paid for FCO services during the relevant time  
 5 period.<sup>22</sup> CenturyLink stated that during the following time periods the FCO rates that were applied  
 6 to Complainant's bills are as listed below:

7           June 1, 2001 – May 1, 2006 - \$62.75

8           May 1, 2006 – April 1, 2007- \$73.00

9           April 1, 2007 – September 1, 2013 -\$80.25<sup>23</sup>

10           20. Based on the rates and time periods stated above, CenturyLink calculated and  
 11 Complainant concurs that Complainant paid \$10,865.69 for FCO service.<sup>24</sup> Complainant states that  
 12 she is now seeking relief in the amount of \$10,865.69, plus two percent interest and any applicable  
 13 surcharges, and fees associated with her FCO service.<sup>25</sup> Complainant believes the credits already  
 14 provided by CenturyLink, totaling \$1,195.32 should be deducted from any amount granted by the  
 15 Commission.

16           21. In response to CenturyLink's Motion to Dismiss the Complaint, Complainant asserted  
 17 that she believes the rates CenturyLink charged for its FCO services were excessive.<sup>26</sup> Complainant  
 18 contends that the rates for FCO service constituted approximately 19-24 percent of the charges on her  
 19 monthly bill.<sup>27</sup>

20           22. Complainant disputes CenturyLink's claim that she was notified when FCO service  
 21 became no longer necessary. Complainant states that, she recalls receiving a letter, in approximately  
 22 2001, from CenturyLink which referenced FCO services.<sup>28</sup> However, Complainant states that she  
 23 only read the first paragraph of the letter and concluded that she did not have FCO services because

24 <sup>20</sup> Exhibit C-1 at 3.

25 <sup>21</sup> *Id.* at 2.

26 <sup>22</sup> Tr. at 26.

27 <sup>23</sup> Tr. at 26, Exhibit R-3 at 11, and Exhibit R-3 at Attachment RP-5.

28 <sup>24</sup> Exhibit R-3 at Attachment RP-5 and Tr. at 26.

<sup>25</sup> Tr. at 17-18.

<sup>26</sup> Exhibit C-3 at 4.

<sup>27</sup> *Id.*

<sup>28</sup> Tr. at 32.

1 she had never heard the term and that the term was not on her bills.<sup>29</sup> Complainant asserts that she  
 2 didn't know the name of the service that rerouted her calls until September 2013 when she spoke with  
 3 a CenturyLink technician who called the service FE.<sup>30</sup> Complainant states that she did not know she  
 4 was a subscriber to FCO services because she never heard the term and didn't understand what it  
 5 meant.<sup>31</sup> Complainant testified that although the letter she received may have stated that "as a  
 6 current subscriber of foreign central office services you can benefit from this new technology," she  
 7 thought the letter had been sent to her by mistake and that consequently she threw the letter away.<sup>32</sup>  
 8 Complainant asserts that when she read the letter and it referred FCO, she thought it meant foreign  
 9 like in Mexico.<sup>33</sup> Further, Complainant asserts that CenturyLink's own witness stated that the term  
 10 FCO is "telco jargon" and that it's not a term used with customers.<sup>34</sup> Complainant alleges that  
 11 CenturyLink's use of the term FCO in the notification letter was misleading because the term was not  
 12 used on the bills CenturyLink sent to customers.<sup>35</sup>

13 23. Complainant asserts that although CenturyLink claims it sent a series of three letters to  
 14 each customer using FCO services, CenturyLink failed to prove that she received all three of the  
 15 notification letters.<sup>36</sup> Complainant also asserts that she doesn't recall receiving three letters.<sup>37</sup>  
 16 Further, Complainant objects to the three notification letters CenturyLink offered as proof that FCO  
 17 customers had been notified because CenturyLink didn't prove those were the same letters that she  
 18 received and she contends that one of the letters didn't apply to her because it referenced the Tucson  
 19 area.<sup>38</sup>

20 24. Complainant asserts that when CenturyLink used "teleco jargon" in the letters that  
 21 were sent out to customers discussing discontinuing FCO service, it was misleading because  
 22 CenturyLink never used the term FCO to sign her up for the service.<sup>39</sup> Complainant contends that

---

23 <sup>29</sup> Tr. at 33.

24 <sup>30</sup> Exhibit C-1 at 2.

25 <sup>31</sup> Tr. at 34.

26 <sup>32</sup> *Id.*

27 <sup>33</sup> *Id.* at 33.

28 <sup>34</sup> *Id.* at 34.

<sup>35</sup> *Id.* at 33-34, 52.

<sup>36</sup> *Id.* at 36.

<sup>37</sup> *Id.*

<sup>38</sup> *Id.* at 53.

<sup>39</sup> *Id.* at 52.

1 because CenturyLink didn't use the term FCO on its bills it was "wrong and misleading for them to  
2 send out a letter using a term they never used in any other form."<sup>40</sup> Complainant asserts that she does  
3 not believe CenturyLink was straightforward in its business dealings with her as a consumer.<sup>41</sup>

4 25. Complainant also objects to CenturyLink's assertion that A.R.S. §40-248 applies.<sup>42</sup>  
5 Complainant believes that CenturyLink's use of telco jargon was misleading and therefore the statute  
6 of limitations set forth in § 40-248(B) should not apply.<sup>43</sup>

7 **CenturyLink's Response**

8 26. CenturyLink disputes Complainant's claim that she was "overcharged" for 10 years  
9 for FCO service. CenturyLink asserts that Complainant ordered FCO service, used the service, the  
10 service was billed according to CenturyLink's tariffs on file with the Commission, and that  
11 CenturyLink has acted in accordance with the law.<sup>44</sup>

12 27. CenturyLink's witness explained that the FCO service, used by Complainant, allowed  
13 her calls to be rerouted from CenturyLink's Gilbert switching office over a dedicated circuit of  
14 approximately five miles to the CenturyLink's Chandler switching office, and then from the Chandler  
15 switching office to Complainant's Chandler office.<sup>45</sup> The witness explained that the FCO service  
16 Complainant received through 2013 still exists, except that now the functionality is executed using  
17 software called Location Number Portability ("LNP") instead of physical equipment and facilities.<sup>46</sup>

18 28. According to CenturyLink,  
19 *After the Telecommunications Act of 1996, companies like CenturyLink were*  
20 *ordered to deploy LNP in connection with the onset of competition in the*  
21 *marketplace for local exchange telephone service. LNP was viewed as*  
22 *something that would advance competition by allowing customers to retain their*  
23 *telephone numbers when changing to an alternative provider of local exchange*  
24 *service. The type of LNP technology used in connection with porting numbers*  
*between different carriers is referred to as "Provider Number Portability." The*  
*[Federal Communications Commission] specifically mandated the deployment of*  
*Provider Number Portability. . .*<sup>47</sup>

25 <sup>40</sup> Tr. at 52

<sup>41</sup> *Id.* at 54.

26 <sup>42</sup> *Id.* at 53.

<sup>43</sup> *Id.*

27 <sup>44</sup> Exhibit R-3 at 2.

<sup>45</sup> *Id.*

28 <sup>46</sup> *Id.* at 4.

<sup>47</sup> *Id.*

1           29. CenturyLink's witness explained that the Federal Communications Commission  
2 ("FCC") did not mandate that providers like CenturyLink offer LNP, but that "CenturyLink's  
3 predecessor US West voluntarily made the decision to develop and implement LNP subsequent to the  
4 deployment of Provider Number Portability."<sup>48</sup>

5           30. CenturyLink states that LNP was deployed in the Phoenix area beginning in 1999.<sup>49</sup>

6           31. CenturyLink's witness testified that she was the manager responsible for  
7 implementing LNP for retail and wholesale customers, in Phoenix, Arizona in May of 1999.<sup>50</sup> The  
8 witness stated that prior to implementing LNP, CenturyLink's predecessor identified all customers  
9 who subscribed to FCO service and that a series of letters were mailed out over several months to  
10 FCO customers alerting them to the option of discontinuing FCO service and using LNP service.<sup>51</sup>

11           32. As evidence, CenturyLink provided three notification letters that CenturyLink states  
12 were sent to all subscribers of FCO service which informed them that they could switch from FCO to  
13 LNP and that FCO customers would be given a credit for their FCO service retroactive to April 10,  
14 2000.<sup>52</sup> The witness testified that the form letters, attached hereto and incorporated herein as Exhibit  
15 A, are representative of the notification letters sent out to FCO customers; that Respondent used a  
16 template for the letters; and that the letters did not vary in wording from implementation city to  
17 implementation city.<sup>53</sup> The witness testified that the "letters were mailed to Ms. Daniels and that  
18 many customers that were similarly situated did respond and have their FCO discontinued and their  
19 number location ported," using LNP.<sup>54</sup> The witness also testified that the letters were sent as a  
20 separate mailing addressed just to those customers that had FCO service in the areas where  
21 CenturyLink implemented LNP.<sup>55</sup> CenturyLink's witness stated that the letters did not include any  
22 advertising and directly addressed the situation of FCO and the opportunity for customers to port  
23 their numbers.<sup>56</sup>

24 <sup>48</sup> Exhibit R-3 at 5.

25 <sup>49</sup> *Id.* at 4.

26 <sup>50</sup> Tr. at 56 and Exhibit R-2 at 3.

27 <sup>51</sup> Exhibit R-2 at 5.

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

<sup>53</sup> Tr. at 57.

<sup>54</sup> *Id.*

<sup>55</sup> *Id.*

<sup>56</sup> *Id.*

1           33.     The notification letters instructed customers to contact CenturyLink via fax, mail, or  
2 by telephone to authorize switching from FCO to LNP service.<sup>57</sup>

3           34.     CenturyLink disputes Complainant's claim that she never heard the term FCO before  
4 September 2013 and that using the term in the notification letters was misleading. In support of its  
5 position, CenturyLink points to Complainant's statement that she recalled receiving one of the  
6 notification letters that referenced FCO services in 2001.<sup>58</sup> CenturyLink also contends that even if  
7 Complainant never heard the term FCO, the notification letters mailed to her explained the type of  
8 service she was receiving and that the language in the notification letters is almost verbatim to the  
9 way Complainant explained the service she has been receiving from CenturyLink in the Complaint.<sup>59</sup>

10          35.     CenturyLink stated that it is common for customer service to use non-technical terms  
11 and to avoid "telco jargon" when talking with customers.<sup>60</sup> Further, CenturyLink asserts that the fact  
12 that an order was discussed in lay terms instead of tariff terminology "is no basis to allow a claim of  
13 lack of knowledge or deception 20 years later."<sup>61</sup>

14          36.     In response to Complainant's assertion that she believed the notification letters did not  
15 apply to her, CenturyLink points out that all three of the letters explicitly contained the language "you  
16 are a subscriber to FCO service;" that even if Complainant didn't know the term FCO, the letters  
17 conveyed that she was being impacted; that Complainant made no attempt to verify why she was  
18 receiving the notice letters for services she believed she did not authorize; and that the final  
19 notification letter explained FCO service in laymen's terms.<sup>62</sup>

20          37.     CenturyLink's witness explained that although one of the letters the Company  
21 submitted into evidence referenced Tucson, that due to records being retained for only seven years,  
22 the Company did not keep examples of every single letter that was sent out, but that the mailings to  
23 Phoenix customers would have referenced Phoenix instead of Tucson.<sup>63</sup>

24          38.     CenturyLink contends that it was reasonable for the Company to conclude that

25 <sup>57</sup> Exhibit R-2 at CB-1.

26 <sup>58</sup> Tr. at 31.

27 <sup>59</sup> Exhibit R-3 at 13.

<sup>60</sup> *Id.* at 6.

<sup>61</sup> *Id.*

<sup>62</sup> *Id.* at 13.

28 <sup>63</sup> Tr. at 58.

1 Complainant or customers who did not respond to the notification letters wanted to keep their FCO  
2 services and that pursuant to Article 20 of the A.A.C. (slamming and cramming rules), the Company  
3 could not switch Complainant’s FCO service to LNP without her explicit authorization to do so.<sup>64</sup>

4 39. In response to Complainant’s statements that CenturyLink should have contacted her  
5 by phone to request she make the change to LNP, CenturyLink’s witness stated that during his  
6 twenty-five years doing regulatory work, he could not recall a time when the Commission did not  
7 require the Company to provide changes in service in writing and that those changes be sent via U.S.  
8 Mail.<sup>65</sup>

9 40. CenturyLink argues that Complainant ignored the letters to her peril, and that she  
10 wasn’t “overcharged,” but was neglectful.<sup>66</sup>

11 41. CenturyLink disputes Complainant’s claim that repair technicians are trained to  
12 discuss billing matters. CenturyLink states that repair technicians “would typically not be versed in  
13 billing matters;” that discussing billing is outside the scope of repair technicians’ protocol; that repair  
14 calls require different systems and processing than billing; and that customers wishing to discuss  
15 billing would be referred to the business office.<sup>67</sup>

16 42. As discussed above, the parties agree that Complainant paid \$10,865.69 (including  
17 fees, surcharges, taxes and 11 percent interest) from June 1, 2001 through September 1, 2013.  
18 CenturyLink request that the Commission dismiss the Complaint and that Complainant not be  
19 compensated beyond the (\$105.76 and \$1,089.56) in credits that CenturyLink has already supplied.<sup>68</sup>

20 ...  
21 ...  
22 ...  
23 ...  
24 ...  
25 ...

26 <sup>64</sup> Exhibit R-3 at 14 and Tr. at 71.

27 <sup>65</sup> Tr. at 92.

<sup>66</sup> *Id.* at 97.

<sup>67</sup> *Id.* at 75 and Exhibit R-3 at 12.

28 <sup>68</sup> Exhibit R-3 at 16.

1           **B. Complainant claims that CenturyLink violated A.A.C. R14-2-508 when it failed**  
 2           **to delineate FCO service on Complainant's telephone bills and that**  
 3           **CenturyLink's failure to do so was deceptive as defined in A.R.S. §§ 13-2201 and**  
 4           **2202.**

5           43. Complainant asserts that CenturyLink violated A.A.C. R14-2-508 when it failed to  
 6 delineate FCO services on her monthly telephone bill.<sup>69</sup> Complainant asserts that A.A.C. R14-2-508  
 7 requires telephone utilities, at a minimum, to delineate "any monthly charge for requested service and  
 8 that any miscellaneous charges and credits be shown separately."<sup>70</sup> Complainant further alleges that  
 9 CenturyLink "misrepresented" the charges on her utility bill in violation of A.R.S. § 13-2201 because  
 10 the term FCO is not defined on the Commission's website or in the Arizona Administrative Code.<sup>71</sup>  
 11 Complainant further contends that CenturyLink's failure to delineate FCO charges on her telephone  
 12 bills amounts to deceptive business practices in violation of A.R.S. § 13-2202(A)-(B).<sup>72</sup>

13           44. Complainant asserts that during the time period she had FCO services, she paid  
 14 hundreds of CenturyLink bills and that she assumed the FCO service was on the bill, but that the  
 15 FCO terminology was never shown on the bill.<sup>73</sup>

16           **Company Response**

17           45. CenturyLink contends that it was not deceptive in its billing and that at all times  
 18 CenturyLink was in compliance with Commission approved tariffs, the Arizona Administrative Code  
 19 and Arizona Revised Statutes.<sup>74</sup>

20           46. CenturyLink contends that although the term FCO did not appear on Complainant's  
 21 bill, the individual elements associated with providing FCO service did appear on the telephone bills  
 22 and that those elements accurately reflect what CenturyLink is authorized to charge based on its  
 23 tariffs on file with the Commission.<sup>75</sup> Further, CenturyLink asserts that there is no dispute  
 24

25 <sup>69</sup> Exhibit C-2 at 2.

26 <sup>70</sup> *Id.*

27 <sup>71</sup> *Id.*

28 <sup>72</sup> Complainant's allegations regarding A.R.S. 13§§ 2201- 2202 relate to fraud and will not be addressed in this Complaint proceeding.

<sup>73</sup> Tr. at 29.

<sup>74</sup> *Id.* at 71.

<sup>75</sup> Exhibit R-3 at 7.

1 Complainant requested FCO service and that she paid a monthly fee for the service over many years  
2 and never disputed the charges.<sup>76</sup>

3 47. CenturyLink disputes Complainant's claim that it "misrepresented" its services  
4 because the term FCO is not defined under the definitions listed on the Commission's website or  
5 under Arizona Administrative Code Rules and Regulations. CenturyLink asserts that in regards to  
6 billing customers for services it is bound by the requirements set forth in A.R.S. § 40-365<sup>77</sup> and  
7 A.A.C. R14-2-1115(C)<sup>78</sup> and as defined in R14-2-501.20,<sup>79</sup> which requires that services be billed  
8 according to a Company's tariffs.<sup>80</sup>

9 48. CenturyLink argues that the FCO codes reflected on its bills can be cross referenced  
10 with its tariffs on file with the Commission.<sup>81</sup> CenturyLink argues that its bills are not deceptive for  
11 failing to using the term FCO and that in fact the Company's telephone bills detail each components  
12 of FCO service and the bill provides greater detail than if the bill just stated FCO.<sup>82</sup>

13 49. In support of its argument, CenturyLink submitted evidence, attached hereto as  
14 Exhibit B and Exhibit C and incorporated herein, which purports to show the details provided on  
15 Complainant's bill for FCO service and the Company's related tariff. According to CenturyLink's  
16 witness, Complainant's FCO service is comprised of four billing elements.<sup>83</sup> CenturyLink marked

17 \_\_\_\_\_  
18 <sup>76</sup> Exhibit R-3 at 6.

19 <sup>77</sup> A.R.S. § 40-365 states that:

20 Under rules and regulations the commission prescribes, every public service corporation shall file with  
21 the commission, and shall print and keep open to public inspection, schedules showing all rates, tolls,  
22 rentals charges and classifications to be collected or enforced, together with all rules, regulations,  
23 contracts, privileges and facilities which in any manner affect or related to rates, tolls rentals,  
24 classifications or services.

25 <sup>78</sup> A.A.C. R14-2-1115 (C) states that:

26 Each telecommunications company governed by this Article shall file with the Commission current  
27 tariffs, price levels, and contracts that comply with the provisions of this Article and with all Commission  
28 rules, orders, and all other requirements imposed by the laws of the state of Arizona.

1. Current tariffs for competitive services shall be maintained on file with the Commission pursuant to  
the requirements of A.R.S. § 40-365.

2. Current price levels for competitive services shall be filed with the Commission pursuant to the  
requirements of R14-2-1109(B).

<sup>79</sup> A.A.C. R14-2-501.20 defines tariffs as:

The document filed with the Commission which list the utility services and products offered by the utility  
and which set for the terms and conditions and a schedule of the rates and charges for those services and  
products.

<sup>80</sup> Exhibit R-3 at 8.

<sup>81</sup> *Id.* at 9.

<sup>82</sup> *Id.*

<sup>83</sup> Tr. at 77.

1 Exhibit B to show that Complainant's FCO service included the following elements: Billing Element  
 2 1- Fixed Mileage Rate; Billing Element 2- Loop Start Signaling; Billing Element 3- Network Access  
 3 Channel; and Billing Element 4- Transport Channel-Per Mile Rate. Page 2 of Exhibit B shows a  
 4 page from CenturyLink's tariff that corresponds to the billing elements listed for FCO service.  
 5 CenturyLink's witness testified that each billing element has a code (shown on Exhibit B) that relates  
 6 to CenturyLink's tariff on file with the Commission.<sup>84</sup> According to the witness, when Exhibit B  
 7 (Complainant's bill) is read in conjunction with Exhibit C (the Company's tariff), each of the billing  
 8 elements associated with FCO service is described in detail.<sup>85</sup>

9 50. CenturyLink's witness stated that Billing Elements 1 and 4 (marked on Exhibit B)  
 10 refer to the cost to transport FCO service between the Complainant's Chandler and Gilbert office, and  
 11 is a per mile charge.<sup>86</sup> The witness stated that Billing Element 3 (network access channel) refers to  
 12 the dedicated copper line used to transport calls from CenturyLink's switching office to  
 13 Complainant's Gilbert office.<sup>87</sup> The witness further explained that Billing Element 2 (loop start  
 14 signaling) refers to functionality of how the signal is carried across the circuit based on the type of  
 15 equipment the customer is using.<sup>88</sup>

16 51. CenturyLink's witness stated that Complainant could have reviewed the Company's  
 17 tariffs to understand her bill, or Complainant could have called the Company and asked them to  
 18 explain the bill to her.<sup>89</sup>

19 52. According to CenturyLink's witness, the development of customer bills and their  
 20 format is a collaborative effort between the Company's various marketing groups as well as technical  
 21 persons.<sup>90</sup>

22 ...

23 ...

24 ...

---

25 <sup>84</sup> Tr. at 77-78.

26 <sup>85</sup> *Id.*

<sup>86</sup> *Id.*

27 <sup>87</sup> *Id.* at 78.

<sup>88</sup> *Id.* at 77-78.

<sup>89</sup> *Id.* at 79.

28 <sup>90</sup> *Id.* at 83.

1 53. CenturyLink stated that pursuant to A.R.S. § 40-365 its tariffs are available at its  
2 offices, on the ACC website, and online on both the Company's website and in telephone directories  
3 sent electronically on the internet.<sup>91</sup>

4 54. It is undisputed that the tariff submitted as evidence in Exhibit C represents  
5 CenturyLink's Commission-approved tariff for FCO services.

6 **C. Complainant claims CenturyLink failed to respond to the Complaint in a timely**  
7 **manner.**

8 55. Complainant alleges that CenturyLink failed to respond to this Complaint in a timely  
9 manner because she spent more than six months "attempting to have CenturyLink deal with this  
10 Complaint, but to no avail."<sup>92</sup>

11 56. In support of her position, Complainant provided a timeline which stated the  
12 following:

13 August 2013- Complainant was informed that FCO service had not been needed for 10  
years.

14 September 2013- CenturyLink provided Complainant with a one-time credit.

15 September 2013 thru February 2014- Complainant states she made several attempts to  
16 contact CenturyLink through email and phone to resolve this matter.

17 February 2014- CenturyLink's representative contacted Complainant and offered one  
year of credit for the FCO service. Complainant rejected the offer.

18 April 2014- CenturyLink offered a second settlement.

19 June 2014- Complainant made a counter offer to the second settlement offer.

20 October 2014- Complainant received three letters provided by CenturyLink to the  
21 Commission which stated that FCO service was no longer necessary.<sup>93</sup>

22 57. Complainant contends that only after she sent a letter to the Commission, CenturyLink  
23 responded to her with a settlement offer.<sup>94</sup>

24 **CenturyLink Response**

25 58. CenturyLink disputes Complainant's claim that the Company was unresponsive to her  
26 requests for retroactive credit for FCO services.

27 <sup>91</sup> Exhibit R-3 at 9-10 and Tr. at 89.

<sup>92</sup> Exhibit C-2 at 1.

<sup>93</sup> Exhibit C-1 at Exhibit 1.

28 <sup>94</sup> Exhibit C-2 at 1.

1           59. CenturyLink's witness stated that Complainant contacted the Company to discontinue  
2 FCO services in August of 2013 and that CenturyLink made the change to remove the service from  
3 Complainant's account in the same month.<sup>95</sup> CenturyLink states that once it received the necessary  
4 authorization from Complainant to discontinue the FCO service it acted quickly; no further FCO  
5 service charges accrued to Complainant's account after the authorization to discontinue service; and  
6 that the delays Complainant complains of are only related to her belief that she was entitled to a  
7 credit for amounts she had previously paid.<sup>96</sup>

8           60. According to CenturyLink's witness, where parties each have " a strong belief in the  
9 validity of its position, . . . each party takes whatever time it believes it needs to fully consider and  
10 respond to any proposals and counter proposals."<sup>97</sup> The witness stated that in the case of the second  
11 settlement offer made to Complainant, it was nearly six weeks before the Company received a  
12 response from her.<sup>98</sup>

13           61. CenturyLink states that Complainant has not cited any statute or rule that the  
14 Company has violated in relation to the timelines in dealing with this matter.<sup>99</sup>

15 **Analysis**

16           62. Pursuant to A.R.S. § 40-246, the Commission has jurisdiction over the Complaint filed  
17 in this matter.

18           63. A.R.S. § 40-248 provides that:

19                           When a complaint is made and where the Commission finds after  
20 investigation, that a corporation has made an excessive or discriminatory  
21 charge, the commission may order that corporation to make reparation to  
22 the complainant with interest at the legal rate from the date of collection, if  
23 no discrimination will result from such reparation.

24           64. The courts have held that reparations for excessive charges are only required where  
25 the carrier has enforced rates in excess of those prescribed by the Commission.<sup>100</sup> Additionally,  
26 A.A.C. R14-2-508 (D) requires that each utility bill customers under its applicable tariff, but does not  
27 relieve a customer who fails to receive the bills or notices from becoming delinquent and does not

26 <sup>95</sup> Exhibit R-3 at 14.

26 <sup>96</sup> *Id.*

27 <sup>97</sup> *Id.* at 14-15.

27 <sup>98</sup> *Id.* at 15.

28 <sup>99</sup> *Id.*

28 <sup>100</sup> See, *El Paso & S. W. R. Co. v. Arizona Corp. Commission*, D.Ariz. 1931, 51 F.2d 573.

1 relieve the customer of his obligations therein, if the bills or notices have been properly placed in the  
2 U.S. Mail.

3 65. Complainant alleges that she was overcharged for FCO service she did not need;  
4 CenturyLink's notice that FCO services were no longer necessary was misleading; and that the rates  
5 CenturyLink charged Complainant for FCO service were excessive.

6 66. The evidence shows that Complainant opened and paid all CenturyLink bills related to  
7 the FCO service for her State Farm insurance office.<sup>101</sup> Further, Complainant testified that she looks  
8 at her CenturyLink bill every month and that if her bill is "\$5 more than the last month" she tries to  
9 determine why.<sup>102</sup> Complainant stated that at one time her bill was \$455 per month and that she  
10 called CenturyLink to see if she could lower the bill and that her phone bill went down to \$355 per  
11 month.<sup>103</sup> Complainant estimates that she has paid hundreds of CenturyLink bills; that she assumed  
12 she was paying for FCO service; and that on several occasions she received calls from CenturyLink's  
13 billing department to review her bill to see if her bill could be lowered.<sup>104</sup> Complainant further  
14 testified that on occasion she had worked with CenturyLink's billing department to get compensation  
15 when her telephone service wasn't working.

16 67. Complainant owns and operates an insurance company that employs three employees.  
17 Complainant was aware of what procedures she needed to follow to get questions answered about her  
18 bill and employed those procedures throughout her time as a CenturyLink customer. Complainant  
19 never disputed her FCO service with CenturyLink and stated that she assumed that she paid for the  
20 service each month. Complainant failed to inquire about her FCO service even after she received the  
21 letter stating she was a subscriber to FCO service and that she could benefit from switching to LNP.

22 ...

23 ...

24 ...

25 ...

26

---

27 <sup>101</sup> Tr. at 26 and 27.

<sup>102</sup> *Id.* at 28.

<sup>103</sup> *Id.* at 30.

28 <sup>104</sup> *Id.* at 29-30.

1           68.     While it may be the case that CenturyLink's efforts to provide notice regarding the  
2 switch from FCO to LNP were *technically correct*, we believe that as a public service corporation  
3 CenturyLink should have done more to ensure that Complainant was aware of the change. It is  
4 reasonable to conclude that since Complainant's bill contained no reference to FCO, the Complainant  
5 would not necessarily understand that a notice discussing FCO applied to her. At some point over the  
6 course of these events, it would have been appropriate for CenturyLink to lay out what specific line  
7 items on the Complainant's bill made up the FCO service. For this reason we believe some  
8 compensation is appropriate. Complainant sought a refund of \$10,865.69 plus 2% interest. Given  
9 the circumstances of this case we believe compensation equal to half that amount (\$5,432.85) less the  
10 credits already received (\$105.76 and \$1,089.56) is appropriate. Therefore we direct CenturyLink to  
11 provide Complainant a refund of \$4,237.53. We decline to award interest.

12           69.     Complainant did not demonstrate that the rates CenturyLink charges for its FCO  
13 service were in excess of the Company's Commission-approved tariff.

14           70.     Complainant also alleges that CenturyLink violated A.A.C. R14-2-508 because it  
15 failed to delineate FCO on its bills. The evidence shows that CenturyLink's bills provide each  
16 detailed element associated with FCO service and that those elements correspond to CenturyLink's  
17 tariffs. Therefore, we do not find that CenturyLink's bills failed to delineate Complainant's FCO  
18 services.

19           71.     Further, we find that Complainant did not show that CenturyLink did not respond to  
20 this Complaint in a timely manner.

21           72.     Based on the evidence presented in this matter, we find that CenturyLink did not  
22 violate any statute or rule related to Complainant's claims.

### CONCLUSIONS OF LAW

24           1.     CenturyLink is a public service corporation pursuant to Article XV of the Arizona  
25 Constitution and A.R.S. §§ 40-246 and 361.

26           2.     The Commission has jurisdiction over CenturyLink and over the subject matter of the  
27 Compliant.

28           3.     It is in the public interest to grant Complainant relief in the amount of \$4,237.53.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ORDER**

IT IS THEREFORE ORDERED that Lori S. Daniels is granted relief in the amount of \$4,237.53.

IT IS FURTHER ORDERED that this Decision shall become effective immediately.

BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

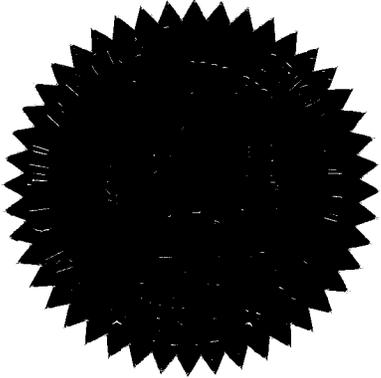
  
CHAIRMAN

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER



IN WITNESS WHEREOF, I, JODI JERICH, Executive Director of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of the Commission to be affixed at the Capitol, in the City of Phoenix, this 26th day of August 2015.

  
JODI JERICH  
EXECUTIVE DIRECTOR

DISSENT \_\_\_\_\_

DISSENT \_\_\_\_\_  
YK:tv

1 SERVICE LIST FOR: LORI S. DANIELS VS. QWEST CORPORATION  
2 D/B/A CENTURYLINK, QC.

3 DOCKET NO.: T-01051B-14-0389

4 Norman Curtright  
5 QWEST CORPORATION d/b/a CENTRURYLINK QC  
6 20 East Thomas Road, 1<sup>st</sup> Floor  
7 Phoenix, AZ 85012  
8 Attorney for Qwest Corporation d/b/a CenturyLink QC

9 Lori Daniels  
10 1969 W. Ray Road, Suite 1  
11 Chandler, AZ 85224

12 Janice Alward, Chief Counsel  
13 Legal Division  
14 ARIZONA CORPORATION COMMISSION  
15 1200 West Washington Street  
16 Phoenix, AZ 85007

17 Thomas Broderick, Director  
18 Utilities Division  
19 ARIZONA CORPORATION COMMISSION  
20 1200 West Washington Street  
21 Phoenix, AZ 85007

22  
23  
24  
25  
26  
27  
28

First Notice

EXHIBIT A



June 22nd, 2001

Dear Qwest Customer:

To provide the highest quality products and services possible, while maximizing the value received for your communication dollar, Qwest has exciting news for customers using Foreign Central Office Services. Qwest now offers Local Number Portability Services for most locations. As a current subscriber of Foreign Central Office Services, you can benefit from this new technology.

Here's the bottom line on Local Number Portability:

- It's a technological advancement that allows you to retain your current telephone number(s) in your existing business location. Previously, keeping your telephone number was only accomplished by subscribing to a monthly service called Foreign Central Office Services. Converting to Local Number Portability will drop off these FCO charges and save you money.
- Local Number Portability simplifies the service you now receive through your Foreign Central Office line and allows for a wider range of products and services.
- Qwest can convert your Foreign Central Office Services to Local Number Portability without any conversion charges. For a limited time, Qwest is waiving all conversion charges.

To schedule a conversion from Foreign Central Office Service to Local Number Portability Service, please return fax or mail this form complete with your business name, responsible party's signature, billing telephone number, and date. If you have questions regarding Local Number Portability, please contact us directly @ 1 651-281-4781, or fax us @ 1 888-218-1212.

I authorize Qwest to convert my Foreign Central Office Service to Local Number Portability:

Printed Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Party Printed Name and Official Title: \_\_\_\_\_

Authorized Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

We look forward to serving you and appreciate your business as a valued Qwest customer.

Sincerely,  
Local Number Portability Team  
Qwest Communications Inc.

Qwest® Small Business Group  
Attn: LNP Conversion Team  
70 W. 4<sup>th</sup> St, Floor 13C  
St. Paul, MN 55102  
EX A-1

DECISION NO. 75222

**Second Notice**

DOCKET NO. T-01051B-14-0389



July 27th, 2001

Dear Qwest Customer:

To provide the highest quality products and services possible, while maximizing the value received for your communication dollar, Qwest has exciting news for customers using Foreign Central Office Services. Qwest now offers Local Number Portability Services for most locations. As a current subscriber of Foreign Central Office Services, you can benefit from this new technology.

Here's the bottom line on Local Number Portability:

- It's a technological advancement that allows you to retain your current telephone number(s) in your existing business location. Previously, keeping your telephone number was only accomplished by subscribing to a monthly service called Foreign Central Office Services. Converting to Local Number Portability will drop off these FCO charges and save you money.
- Local Number Portability simplifies the service you now receive through your Foreign Central Office line and allows for a wider range of products and services.
- Qwest can convert your Foreign Central Office Services to Local Number Portability without any conversion charges. For a limited time, Qwest is waiving all conversion charges.

To schedule a conversion from Foreign Central Office Service to Local Number Portability Service, please return fax or mail this form complete with your business name, responsible party's signature, billing telephone number, and date. If you have questions regarding Local Number Portability, please contact us directly @ 1 851-281-4781, or fax us @ 1 888-218-1212.

I authorize Qwest to convert my Foreign Central Office Service to Local Number Portability:

Printed Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Party Printed Name and Official Title: \_\_\_\_\_

Authorized Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

We look forward to serving you and appreciate your business as a valued Qwest customer.

Sincerely,  
Local Number Portability Team  
Qwest Communications Inc.

Qwest Small Business Group  
Attn: LNP Conversion Team  
70 W. 4<sup>th</sup> St, Floor 13C  
St. Paul, MN 55102

EX A-2

DECISION NO. 75222

**Final Notice**

DOCKET NO. T-01051B-14-0389



June 18th, 2001

Dear Qwest Customer:

In May 2001 we sent you a letter explaining Local Number Portability and offered you the opportunity to save money by converting your Foreign Central Office line(s) to Local Number Portability. In the past, due to technical limitations, it was often necessary to change your telephone number(s) when relocating your business. Some businesses, such as yours, opted to pay for a monthly service that allows your existing telephone number(s) to ring at your new location. This is called a Foreign Central Office line.

Qwest now offers Local Number Portability, which is a technological advancement allowing you to retain your current telephone number(s) in your existing business location. With Local Number Portability, you will no longer have to pay the additional service charges that are required with a Foreign Central Office line. In order for you to begin saving money, Qwest needs your authorization to change your service to Local Number Portability. To facilitate the change, Qwest is waiving all conversion charges. However, this is our final notice in the Tucson metro area.

Until July 20th, 2001, Qwest is offering to credit the monthly recurring price difference between Foreign Central Office lines and Local Number Portability lines, retroactive to April 10, 2000. After July 20th, 2001, you will still be able to change to Local Number Portability, but the effective billing will begin on the day the change is made.

If you have faxed or mailed your authorization for this conversion, then please disregard this notice. However, if you have not returned this form but would like to authorize a conversion, then please fax or mail this completed form immediately to expedite the conversion process. If you have questions regarding the conversion, please contact us directly @ 1 651-281-4781, or fax us @ 1 888-218-1212.

---

I authorize Qwest to convert my Foreign Central Office Service to Local Number Portability.

Printed Business Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Authorized Party Printed Name and Official Title: \_\_\_\_\_

Authorized Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

---

We look forward to serving you and appreciate your business as a valued Qwest customer.

Sincerely,

Local Number Portability Team

Qwest Communications Inc.

Qwest's Small Business Group  
Attn: LNP Conversion Team  
70 W. 4<sup>th</sup> St, Floor 13C  
St. Paul, MN 55102

EX A-3

DECISION NO. 75222



EXHIBIT B

Page 3

LORI S DANIELS  
 STATE FARM INSURANCE  
 Bill Date: Aug 4, 2013  
 Account No: 480-892-4100 458B

For questions, call 1 800 603-8000

**New Charges**

	Local and Other Services
<b>Taxes, Fees and Surcharges</b>	
Arizona Universal Service Fund at \$.02 per line	.08
Telecommunications Relay Service Fund at 1.1%	1.40
<b>Subtotal</b>	<b>\$332.88</b>

**Total New Charges**

**\$332.88**

001729 2/3

**Local and Other Services**

**Monthly Charges**

Charges from Aug 04 to Sep 03

	Quantity	Description	Code	Item Rate	Amount
		<b>Basic Services</b>			
	4	Federal Access Charge	9ZR	6.12	24.48
	4	Access Recovery Charge	9ZR42	2.00	8.00
		<b>Optional Services</b>			
	1	Choice™ Business Plus (includes your line and your selected features)	PGOQM	49.99	49.99
	1	Directory Listing	CLT	4.75	4.75
Billing Element 1	1	D-1 Fixed Mileage Rate	FQYX1 B-1	27.50 R-1	27.50
	1	Voice Mail	MBB	13.95	13.95
	3	Choice™ Business Prime (includes your line and up to 3 selected features)	PGOQT	36.00	108.00
Billing Element 2	1	D-2 Loop Start Signaling	PJWFX B-2	16.50 R-2	16.50
Billing Element 3	1	D-3 Network Access Channel	1DC2X B-3	27.50 R-3	27.50
	5	Transport Channel - Per Mile Rate	3LEXA B-4	1.75 R-4	8.75
Billing Element 4					
		<b>Total Monthly Charges</b>			<b>\$289.42</b>

**Service Additions & Changes**

Quantity	Description	Code	Item Rate	Amount
	Jul 01, 2013 Order Number Not Available 480-814-7556			
	Charge Due to Change in Rates 9ZR			.36
	480-814-7556			
	Charge Due to Change in Rates 9ZR42			4.28
	<b>Total Service Additions and Changes</b>			<b>\$4.64</b>

continued on back

**Qwest Corporation d/b/a CenturyLink QC**  
**Arizona**

COMPETITIVE  
PRIVATE LINE TRANSPORT  
SERVICES TARIFF NO. 6

SECTION 6  
Page 23  
Release 1

Issued: 8-8-13

Effective: 8-9-13

**6. RATES AND CHARGES**

**6.2 SERVICE OFFERINGS**  
**6.2.7 FOREIGN CENTRAL OFFICE SERVICE (Cont'd)**

	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
<b>A. Service Provisioning</b>			
• Initial	SCH	-	-
• Subsequent	SCHAX	-	-
<b>Billing Element 3</b>	<b>B. Network Access Channel (NAC), D-3</b>		
	per termination		
• 2-wire	IDC2X B-3	\$67.50	\$27.50 R-3
<b>C. Channel Performance (CP), per termination</b>			
<b>Billing Element 2</b>	• Loop-Start Signaling D-2		
	PJWFX B-2	36.00	16.50 R-2
	PJWMX	36.00	16.50
	• Reverse Battery Signaling		
	PJWZX	36.00	17.50
<b>Billing Elements 1 and 4</b>	<b>D. Transport Mileage (TM)</b>		
	Mileage Bands		
• Over 0 to 8			
- Fixed D-1	FQYX1 B-1	66.00	27.50 R-1
- Per mile D-4	3LBXA B-4	3.75	1.75 R-4
• Over 8 to 25			
- Fixed	FQYX2	66.00	27.50
- Per mile	3LBXB	4.05	1.75
• Over 25 to 50			
- Fixed	FQYX3	66.00	27.50
- Per mile	3LBXC	4.35	1.75
• Over 50			
- Fixed	FQYX4	66.00	27.50
- Per mile	3LBXD	4.65	1.75

Issued: 8-8-13

Effective: 8-9-13

**5. SERVICES****5.2 SERVICE DESCRIPTIONS (Cont'd)****5.2.7 FOREIGN CENTRAL OFFICE SERVICE****A. Basic Description**

Foreign Central Office (FCO) Service provides dial tone from a customer's serving wire center to a remote wire center in the same exchange. This service is available to either residence or business customers.

**B. Terms and Conditions**

1. FCO Service is offered on individual lines and PBX trunks.
2. FCO Service will obtain a line or trunk from the Competitive Exchange and Network Services Tariff. The Network Access Channel is also applicable.
3. FCO Service is not in accord with the normal plan of furnishing telephone service and the Company does not obligate itself to furnish such service, particularly where it involves undue expense or impairment of the service furnished to the general public.
4. Transport Mileage applies based on airline measurements from the wire center from which the customer actually is served to the serving wire center from which the customer would normally be served.
5. FCO Service will not be provided on the same circuit as FX Service.
6. Rates and charges for all Optional Features and Functions are as specified in the Competitive Exchange and Network Services Tariff.
7. Locality, suburban or exchange zone rate area increments (ZNA/) for any main station or PBX located outside the base rate area of the normal exchange do not apply to FCO Service.
8. Directory Listings
  - a. One directory listing will be provided for FCO Service in the wire center where the customer's dial tone is obtained.
  - b. Additional listings will be furnished at regular rates and charges as specified in the Competitive Exchange and Network Services Tariff.
  - c. Listings in other directories will be furnished at the regular rates for foreign listings as specified in the Competitive Exchange and Network Services Tariff.

**Qwest Corporation d/b/a CenturyLink QC**

**COMPETITIVE  
PRIVATE LINE TRANSPORT  
SERVICES TARIFF NO. 6**

**Arizona**

**SECTION 5  
Page 37  
Release 1**

Issued: 8-8-13

Effective: 8-9-13

**5. SERVICES**

**5.2 SERVICE DESCRIPTIONS**

**5.2.7 FOREIGN CENTRAL OFFICE SERVICE**

**B. Terms and Conditions (Cont'd)**

9. Message toll rates are applicable in connection with FCO Service when calls are placed to telephone numbers outside the local calling area of the dial tone wire center.
10. Rates, terms and conditions associated with Directory Assistance apply and are set forth in the Competitive Exchange and Network Services Tariff.
11. Use of Service limitations, as delineated in the Competitive Exchange and Network Services Tariff, apply to FCO Service.
12. The rates for individual line service and PBX trunks are those in effect in the serving (foreign) central office.
13. In the case of Centrex main stations, the basic secondary location Centrex station rate schedule will apply at each FCO station location in addition to mileage and/or incremental charges.
14. Rate Elements
  - Exchange Service Element
  - Network Access Channel (NAC)
  - Channel Performance (CP)
  - Transport Mileage (TM)

**C. Service Information**

SERVICE	CLASS OF SERVICE	NETWORK CHANNEL CODE
Foreign Central Office Line	[1]	UC
Foreign Central Office Trunk	[1]	UD

**5.2.8 RESERVE FOR FUTURE USE**

**5.2.9 RESERVED FOR FUTURE USE**

[1] Use applicable exchange Class of Service.

**Qwest Corporation d/b/a CenturyLink QC**  
**Arizona**  
**COMPETITIVE**  
**PRIVATE LINE TRANSPORT**  
**SERVICES TARIFF NO. 6**

**SECTION 6**  
**Page 22**  
**Release 1**

Issued: 8-8-13

Effective: 8-9-13

**6. RATES AND CHARGES**

**6.2 SERVICE OFFERINGS (Cont'd)**

**6.2.7 FOREIGN CENTRAL OFFICE SERVICE**

	USOC	NONRECURRING CHARGE[1]	
		MAXIMUM	CURRENT
<b>A. Service Provisioning</b>			
• Initial	SCH	\$590.00	\$295.00
• Subsequent	SCHAX	290.00	145.00
<b>B. Network Access Channel (NAC), per termination</b>			
• 2-wire	1DC2X	-	-
<b>C. Channel Performance (CP), per termination</b>			
• Loop-Start Signaling	PJWFX	130.00	65.00
• Ground-Start Signaling	PJWMX	130.00	65.00
• Reverse Battery Signaling	PJWZX	130.00	65.00
<b>D. Transport Mileage (TM)</b>			
<b>Mileage Bands</b>			
• Over 0 to 8			
- Fixed	FQYX1	140.00	70.00
- Per mile	3LBXA	-	-
• Over 8 to 25			
- Fixed	FQYX2	140.00	70.00
- Per mile	3LBXB	-	-
• Over 25 to 50			
- Fixed	FQYX3	140.00	70.00
- Per mile	3LBXC	-	-
• Over 50			
- Fixed	FQYX4	140.00	70.00
- Per mile	3LBXD	-	-

[1] Pursuant to Decision No. 73354, the rates, terms and conditions associated with Nonrecurring Charges (NRCs) are deregulated. NRC Terms and Conditions can now be found in the Private Line Transport Services Catalog.

## Qwest Corporation d/b/a CenturyLink QC

COMPETITIVE  
PRIVATE LINE TRANSPORT  
SERVICES TARIFF NO. 6

Arizona

SECTION 6  
Page 23  
Release 1

Issued: 8-8-13

Effective: 8-9-13

## 6. RATES AND CHARGES

## 6.2 SERVICE OFFERINGS

## 6.2.7 FOREIGN CENTRAL OFFICE SERVICE (Cont'd)

	USOC	MAXIMUM MONTHLY RATE	CURRENT MONTHLY RATE
<b>A. Service Provisioning</b>			
• Initial	SCH	-	-
• Subsequent	SCHAX	-	-
<b>B. Network Access Channel (NAC), per termination</b>			
• 2-wire	IDC2X	\$67.50	\$27.50
<b>C. Channel Performance (CP), per termination</b>			
• Loop-Start Signaling	PJWFX	36.00	16.50
• Ground-Start Signaling	PJWMX	36.00	16.50
• Reverse Battery Signaling	PJWZX	36.00	17.50
<b>D. Transport Mileage (TM)</b>			
Mileage Bands			
• Over 0 to 8			
- Fixed	FQYX1	66.00	27.50
- Per mile	3LBXA	3.75	1.75
• Over 8 to 25			
- Fixed	FQYX2	66.00	27.50
- Per mile	3LBXB	4.05	1.75
• Over 25 to 50			
- Fixed	FQYX3	66.00	27.50
- Per mile	3LBXC	4.35	1.75
• Over 50			
- Fixed	FQYX4	66.00	27.50
- Per mile	3LBXD	4.65	1.75