

**THE STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DT 14-102

WILLIAM G. WHALEN

Complaint Against FairPoint Communications, Inc. – Rate Increase Dispute

Order Ruling On Complaint

ORDER NO. 25,679

June 26, 2014

APPEARANCES: William G. Whalen, *pro se*; Sean M. Galvin, Esq., Assistant General Counsel, for FairPoint Communications, Inc.; Daniel Feltes, Esq., for New Hampshire Legal Assistance; and David K. Wiesner, Esq., on behalf of Staff of the Public Utilities Commission.

In this Order, the Commission finds and rules in favor of William G. Whalen on his complaint, because FairPoint improperly categorized the two telephone service lines at Mr. Whalen's residence as something other than basic service. The Commission orders FairPoint to provide a refund, plus interest, to Mr. Whalen for any amounts charged to those accounts in excess of the amounts a basic service customer would have been charged for each line. The Commission denies FairPoint's Motion for Confidential Treatment and Request for Protective Order regarding company documents with respect to customer basic service eligibility.

I. PROCEDURAL HISTORY

On March 24, 2014, William G. Whalen (Mr. Whalen) filed a complaint with the Commission against FairPoint Communications, Inc. (FairPoint), regarding rate increases reflected in bills received from FairPoint for two landline services provided to his residence, one of which is on FairPoint's Measured Service and the other on FairPoint's Unlimited Local Service. Mr. Whalen's position was and is that he and his wife should not be required to pay rate

increases that exceed the basic service rate increase caps set forth in RSA 374:22-p, VIII. The complaint was forwarded to FairPoint by the Commission's Consumer Affairs Division, with a request that FairPoint respond. On April 2, 2014, a FairPoint customer service representative provided a response by electronic mail asserting that neither of the two lines at the Whalen residence was a basic service line.

The Commission issued an Order of Notice on April 15, 2014, setting the matter for hearing and directing FairPoint to file a written statement of position and address certain specific questions regarding Mr. Whalen's complaint. FairPoint filed its written statement of position addressing those questions on April 29, and made a supplemental filing of information on May 5 regarding alleged business use of one of the two telephone service lines. On May 2, 2014, New Hampshire Legal Assistance (NHCLA) filed a Petition for Intervention, which FairPoint opposed.

The hearing was held on May 7, 2014, at which the Commission granted NHCLA's petition to intervene, limited in scope to the specific circumstances and legal issues raised by Mr. Whalen's complaint and FairPoint's response. At the close of the hearing, six Record Requests remained outstanding, for which Exhibit numbers 6-11 were reserved. FairPoint filed responses to those Record Requests on May 21, 2014. With respect to two documents in Exhibit 9, FairPoint filed a Motion for Confidential Treatment and Request for Protective Order, to which NHCLA objected.

II. POSITIONS OF PARTIES AND STAFF

A. William G. Whalen

Mr. Whalen has two FairPoint telephone lines coming into his house. One line is for Measured Service and the other is for Unlimited Local service. His complaint is that his Measured Service monthly charges rose from \$6.06 to \$10.35 in less than one year, reflecting an

increase of 70 percent, and his FairPoint Unlimited Local service monthly charges went from \$14.39 to \$18.68 reflecting an increase of 30 percent. He believes those increases violate RSA 374:22-p, VIII, which limits increases on “basic” telephone service to 10 percent per year.

When Mr. Whalen asked FairPoint about the increases, he was originally told he did not have basic service because he was presubscribed to AT&T for long distance service, but he was later informed that instead it was because he had multiple lines serving his residence that caused them to no longer be categorized as basic service lines. Hearing Transcript May 7, 2014 (Tr.) at 18.

Mr. Whalen testified that the Measured Service line has always been in the names of both Mr. Whalen and his wife, Tobey Whalen, and the other line was originally Mr. Whalen’s mother’s line when she lived with the Whalens. Tr. at 19. Mr. Whalen testified he upgraded his mother’s line to Unlimited Local service after she passed away and this line was used for calling within the local community. Tr. at 19. Each line is billed and paid for separately. Tr. at 20. The Unlimited Local service line is now in Tobey Whalen’s name. *See* Hearing Exhibit 3. This line was occasionally used for business prior to 2008, but has always been used primarily for personal purposes. Tr. at 19-20.

Mr. Whalen stated his belief that both service lines should be considered basic service. According to Mr. Whalen, neither line has any additional features or services, or “bells and whistles.” Tr. at 21, 43-44. He asserted it is difficult for a customer to know whether service is “basic” or not and that this distinction should be more transparent. Mr. Whalen expressed his opinion that FairPoint should clarify what constitutes basic service for customers, and that the rates charged for his two lines, for what he believes are basic service, should be adjusted by FairPoint. Tr. at 21-22, 50.

B. FairPoint

FairPoint's April 29, 2014, written statement of position addressing the questions posed in the Commission's Order of Notice was marked as Exhibit 4 during the hearing.

At the hearing, FairPoint's attorney confirmed that the increases reported by Mr. Whalen in his complaint letter dated March 24, 2014, were accurate. Tr. at 57. FairPoint witness Ryan P. Taylor verified that each of the two lines at the Whalens' house provides local exchange service with no additional features, or "bells and whistles," and that each line has long distance service associated with it. Tr. at 62.

Mr. Taylor explained that the first rate increase of \$2.00 occurred in May of 2013 and was applied to each of the two lines serving the Whalen residence. In March 2014, an additional rate increase of \$2.25 was applied to each of the two service lines. Tr. at 62. Advance notice of both rate increases was provided as a bill message inserted in the monthly invoice sent to FairPoint customers. See Exhibit 8.

Mr. Taylor asserted that the two lines serving the Whalen residence are both non-basic, referencing the provision of RSA 374:22-p that defines basic service as, among other things, "safe and reliable single-party, single line voice service." According to Mr. Taylor, because the Whalens have more than one singular line, they do not have single line voice service and therefore do not have basic service. Tr. at 64-65.

Mr. Taylor also cited RSA 374:22-p, I (c), which provides that "any combination of basic service along with any other service or feature offered by the telecommunications service provider is non-basic service and shall not be regulated by the Commission." According to Mr. Taylor, FairPoint interprets this statute to mean that, when one residential single line basic service is combined with another residential single line basic service, the combination makes

both service lines non-basic. Tr. at 66. FairPoint's systems are designed to detect multiple residential lines delivered to the same address and to rate them as non-basic. Tr. at 67-68; *see also* Exhibit 11.

FairPoint questioned Mr. Whalen at the hearing regarding the alleged business use of one of the two service lines, with reference to evidence suggesting the historical use of the line for a business owned by his wife. *See* Tr. at 23-37; Exhibits 1 and 2. Mr. Taylor testified that a basic service residential line and a basic service business line delivered to the same address would each be rated as basic service, and that the business basic service rate is at a much higher price point than the residential basic service rate. Tr. at 68-69. If one of the lines serving the Whalen residence were converted to business basic service, then both lines would be treated as basic service, one charged at the basic residential rate and the other at the basic business rate. In addition, according to Mr. Taylor, if the Whalens were to disconnect one of the existing service lines, then FairPoint would classify the remaining line as basic service. Tr. at 71; *see also* Exhibit 4.

Mr. Taylor explained why FairPoint treats a business line and a residential line at the same address differently than two residential lines at the same address, testifying that "FairPoint interprets two residential lines ... as 'non-basic services' because it's multiple lines into that location. ... Our view on that is residential class line serves a different and distinct independent purpose from what a business basic class line would serve. So, therefore, they are treated differently than what would be perceived or is - - is treated for two residential lines into an account or a location or, you know, a residence." Tr. at 70-71. In response to a question from Commissioner Honigberg, Mr. Taylor explained that FairPoint's position is based on a "business interpretation that we've taken from the statute." Tr. at 110-111.

On cross-examination, Mr. Taylor testified that, prior to February 2014, FairPoint treated basic service lines attached to long distance service as non-basic. As a result of the Puc 400 rulemaking process and feedback received from Commission Staff, FairPoint changed its policy in February 2014 and now considers a basic service line with non-FairPoint long distance as basic service. Tr. at 91; *see also* Exhibit 9. FairPoint did not refund or credit customers who had basic service with non-FairPoint long distance carriers who had been charged the monthly rate increase, but it changed the rate for those customers going forward, because, according to Mr. Taylor, FairPoint made the “internal policy change on good faith.” Tr. at 92.

Mr. Taylor also testified on cross-examination that business basic service is intended to meet the statutory definition of basic service. Tr. at 98. In its response to a record request marked as Exhibit 7, FairPoint confirmed that its Centrex service offered to business customers requires a minimum of two lines. *See* Exhibit 7; *see also* Tr. at 98.

In response to questions from Chairman Ignatius, Mr. Taylor confirmed that customers are not informed whether they are considered basic service customers. Mr. Taylor also confirmed that customers subscribing to multiple lines are not informed that they are considered non-basic service customers, but he stated his belief that the bill messages, notifying customers of a pending rate increase, would signal to customers why the rate increase would apply to them. Tr. at 116-117.

C. New Hampshire Legal Assistance

At the hearing, NHLA criticized FairPoint’s statutory interpretation of its basic service obligations, both with respect to customer presubscription to long distance service provided by an unaffiliated carrier and with respect to multiple lines serving the same household or customer location. NHLA requested that the Commission direct FairPoint to credit Mr. Whalen and other

similar customers who were deemed ineligible for basic service because of their third party long distance presubscriptions prior to FairPoint's February 2014 policy change, in an amount at least equal to the amounts by which the rate increases these customers were charged exceeded the applicable basic service annual rate increase caps. Tr. at 132-136.

D. Commission Staff

At the hearing, Commission Staff (Staff) stated that the issues raised by Mr. Whalen's complaint go beyond a mere billing dispute and have broader implications for all FairPoint customers. At issue is FairPoint's interpretation of the statutory obligation for incumbent local exchange carriers (ILECs) to provide safe and reliable basic service to any telephone customer who wants such service, even if multiple customers occupy the same household or location, according to Staff. Staff expressed its belief that FairPoint had adopted an overly restrictive interpretation of the "single-party, single line voice service" component of the statutory "basic service" definition, as well as an overly broad interpretation of the "combination" language under the statute. Staff concluded that FairPoint's incorrect statutory interpretations have the effect of precluding customers such as the Whalens from obtaining the affordable telephone service option that the Legislature intended with the basic service obligation. Tr. at 136-138.

III. COMMISSION ANALYSIS

As a preliminary procedural matter, we grant FairPoint's Motion to Amend General and Specific Objections and Record Request Responses, and its related Motion to Amend Motion for Confidential Treatment and Request for Protective Order filed by FairPoint. In those motions, FairPoint sought to revise the numbering of and references to its post-hearing exhibits and attachments, without any change to the substance of or the relief requested in its previous filings. FairPoint requested this relief *nunc pro tunc*, that is, retroactive to the time of filing.

Accordingly, all references in this Order to FairPoint’s earlier-filed post-hearing exhibits and attachments will reflect the amendments that we permit today.

Turning to the merits, FairPoint is an ILEC and therefore is required to offer “basic service” to customers in New Hampshire pursuant to RSA 374:22-p. Under that statute, “basic service” is defined, in relevant part, as follows:

(b) For purposes of this section "basic service" means:

(1) Safe and reliable single-party, single line voice service;

* * * * *

(3) The ability to complete calls to any other telephone line, which is capable of receiving calls, in the state;

(4) The opportunity to presubscribe to interLATA toll carriers;

(5) The opportunity to presubscribe to intraLATA toll carriers;

RSA 374:22-p, I(b). Subparagraph I(c) of the statute also provides that “[a]ny combination of basic service along with any other service or feature offered by the telecommunications service provider is nonbasic service and shall not be regulated by the commission.”

Basic service customers have the benefit of several statutory protections not available to non-basic service telephone customers. Under RSA 374:22-p, VIII(b), the basic service rates charged by FairPoint and most other ILECs cannot increase by more than 10% per year (5% per year for Lifeline program customers) during the eight years between 2012 and 2020, without approval by the Commission. Telephone utility customers retain the right to make complaints to the Commission regarding basic service pursuant to RSA 365:1-a. Under RSA 374:22-p, VIII(a), FairPoint and most other ILECs can discontinue residential basic service only with approval of the Commission.

The resolution of Mr. Whalen's complaint requires us to interpret the phrases "single party, single line voice service" and the "opportunity to presubscribe" in the statutory basic service definition, as well as the statutory exclusion of any "combination" of basic service with any other service or feature offered by the provider. It is important to note that FairPoint's retail catalog has no service identified exclusively as "basic," but FairPoint considers both its Measured Service (to which Mr. and Mrs. Whalen subscribe) and its Unlimited Local Service (to which Mrs. Whalen alone subscribes) to be eligible for "basic service" rate classification under RSA 374:22-p, I(b). *See* Exhibit 5. FairPoint also provides one or more "basic" options for business customers, and even allows a residential basic service and a business basic service to the same customer or location.

According to Mr. Whalen's uncontradicted testimony, FairPoint initially informed him that neither of the two lines serving his residence was still eligible for basic service classification because the account holders had presubscribed to AT&T, an unaffiliated carrier, for long distance service. He was later told that the reason for basic service ineligibility was that there were two separate lines serving the same residence address, and this meant that neither of the two lines provided "single party, single line voice service." FairPoint changed its policy regarding presubscription to unaffiliated carrier long distance service in February 2014, but it continues to adhere to the position that multiple residential service lines to a single household or customer location renders each such line ineligible for basic service classification.

We find FairPoint's position regarding multiple residential lines at the same address and its now-abandoned position on presubscription to unaffiliated carrier long distance service to be inconsistent with the statute as further described below. We direct FairPoint to provide refunds to the Whalens to account for the rate increases that would not have been assessed if the two

service lines had been properly considered basic service since the rate caps became effective in 2012. We also deny FairPoint's Motion for Confidential Treatment and Request for Protective Order regarding internal company documents that detail its policies with respect to customer basic service eligibility.

1. Multiple Lines to Same Customer Location

We find FairPoint's position that multiple residential lines to a single household or customer location renders each such line ineligible for basic service classification to be inconsistent with the statutory requirement for all ILECs to provide basic service meeting the definition in RSA 374:22-p, I(b). In construing statutory language, if the language used is clear and unambiguous, there is no need to look beyond the language to discern the legislative intent of the statute. *Formula Development Corporation v. Town of Chester*, 156 N.H. 177, 178-179 (2007). If the language used is ambiguous, then legislative history should be considered to aid the statutory interpretation. *In re Alex C.*, 161 N.H. 231, 235 (2010). We believe the phrase "single-party, single line voice service" is clear enough in its meaning that it is the services associated with a line that determines whether it is a "basic service" line, and that the issue does not depend on how many lines are at a particular address. Even if the language is not clear, we believe the legislative history supports our interpretation.

The language in question comes from 2012 Senate Bill 48 (SB 48), which enacted the basic service definition in RSA 374:22-p, I (b). See Laws of 2012, Chapter 177, effective August 10, 2012. According to the report from the House Science, Technology and Energy Committee, SB 48 was intended to "modernize[] the regulation of telecommunications services," while "preserv[ing] [ILEC] obligations to serve as the carrier of last resort and ensur[ing] that all residents have an affordable Basic Service option for phone service." *N.H. House Journal*

No. 22 (May 17, 2012). This statement evinces a policy that *all* New Hampshire customers have the option to obtain an affordable level of basic telephone service from FairPoint and other ILECs. There is no indication that this option should be limited to one line per household or customer location; and while general affordability was important to the legislature, there is no income qualification required for a customer to be eligible for basic service.

We also note that there are telephone services, such as the Centrex service offered to FairPoint business customers, which require the use of two or more lines. *See Exhibit 7; see also Tr.* at 98. It is quite possible that it was such multiline services that the legislature intended to exclude with the definitional language referencing “single-party, single line voice service.”

FairPoint has not provided a compelling rationale for adopting its restrictive interpretation of this statutory language. As noted, FairPoint permits a single customer to have both lower-priced residential basic service and higher-priced business basic service, based on a “business interpretation ... taken from the statute.” *Tr.* at 110-111. While we understand that business considerations will guide many decisions made by an unregulated utility, such considerations cannot control the interpretation of its statutory service obligations. We conclude that FairPoint’s restrictive interpretation of the quoted statutory language is inconsistent with the legislative intent underlying the basic service definition.

We also find incorrect FairPoint’s assertion that the “combination” exclusionary language in RSA 374:22-p, I(c) precludes multiple residential basic service lines to a single household or customer location. We hold that this language addresses another “service or feature” procured in combination with the customer account in question, notwithstanding any other accounts at the same location.

Based on this analysis, we conclude FairPoint improperly determined that the existence of two residential lines at the Whalens' residence disqualified both lines from the basic service rate classification.

2. Presubscription to Unaffiliated Carrier Long Distance Service

FairPoint concedes that it initially informed Mr. Whalen that the two lines serving his residence were ineligible for basic service rate treatment because each of the two accounts included presubscription to AT&T for long distance service. Tr. at 18. RSA 374:22-p, I(b)(4) and (5) provide customers the "opportunity to presubscribe to interLATA [and intraLATA] toll carriers," and I(b)(3) requires the ability to complete calls to any other telephone line in the state. FairPoint originally interpreted this to mean that it only had to provide the *opportunity* to presubscribe to a long distance provider in order to meet the basic service mandate, but any customer who actually presubscribed would be considered ineligible for basic service rate classification.

FairPoint revised its internal policy in early 2014. Tr. at 91; *see also* Exhibit 9. FairPoint's current position is that basic service customers who presubscribe to FairPoint or its affiliate for long distance service lose their basic service rate classification, but those who presubscribe to a non-affiliated provider, such as AT&T, remain "basic service" customers. FairPoint applied this new policy on a prospective basis. In order to determine, as requested by Mr. Whalen, whether FairPoint should make the Whalens whole for rate increases assessed prior to this policy revision, however, we must determine whether FairPoint's initial policy regarding presubscription was consistent with the statutory basic service definitional language. We find that it was not.

As noted above, FairPoint's initial position was that, although the ability to presubscribe to a long distance carrier is a required element of basic service, any customer who took advantage of that opportunity would lose the basic service classification. The ability to complete long distance calls within the state is required by RSA 374:22-p, I(b)(3). The ability to presubscribe to a toll provider to complete long distance calls is a required element of basic service. RSA 374:22-p, I(b)(4) and (5). FairPoint's initial interpretation, that basic service must include the opportunity to presubscribe, but any customer who takes advantage of that opportunity converts the service to non-basic, eviscerated those statutory requirements and left them meaningless. We conclude FairPoint improperly determined that the Whalens' two telephone lines did not qualify for basic service rate classification due to presubscription to AT&T. While we appreciate that FairPoint voluntarily revised its policy regarding such customer accounts, we must recognize that FairPoint's now-abandoned initial position was legally incorrect. Accordingly, having rejected both of FairPoint's bases for denying basic service protections to the Whalens' two lines, we order FairPoint to reclassify both lines as basic service on a retrospective basis to August 10, 2012, the effective date of SB 48.

3. Refunds to Customer

We now turn to the question of a proper remedy to make the Whalens whole for FairPoint's improper reclassification of the two accounts. Under RSA 365:29 the Commission is authorized to order the payment of reparations to an aggrieved customer, as follows:

On its own initiative or whenever a petition or complaint has been filed with the commission covering any rate, fare, charge, or price demanded and collected by any public utility, and the commission has found, after hearing and investigation, that an illegal or unjustly discriminatory rate, fare, charge, or price has been collected for any service, the commission may order the public utility which has collected the same to make due reparation to the person who has paid the same, with interest from the date of the payment. Such order for reparation shall cover only payments made within 2 years before the earlier of the date of the commission's notice of hearing or the filing of the petition for reparation.

RSA 365:29. This provision applies to FairPoint retail customers' complaints regarding basic service. *See* RSA 365:1-a ("end users may ... make complaints to the commission regarding the provision of basic service by excepted local exchange carriers").

Mr. Whalen and his wife should not have been subject to the rate increases charged by FairPoint to non-basic service customers during 2013 and 2014, because the two lines serving their residence were improperly classified as non-basic. By reclassifying the services as non-basic and then charging rate increases that were not imposed on basic service customers, FairPoint effectively collected from the Whalens an "illegal or unjustly discriminatory rate, fare, charge, or price," even if it acted in good faith in its interpretations of the statute. We therefore order FairPoint to provide refund payments or credits to the Whalens for all rate increase amounts in excess of what they would have been charged as basic service customers, plus interest at the rate of 3.25% per annum (the current "prime rate," as defined in N.H. Code Admin. Rules Puc 1202.14) from the date of payment. RSA 365:29; *cf.*, *e.g.*, *EnergyNorth Natural Gas, Inc. d/b/a KeySpan Energy Delivery New England*, Order No. 24,688 at 22 (Oct. 27, 2006) (rate applied to over and under collections); *Re Northern Utilities, Inc.*, Order No. 24,798 at 11 (Oct. 31, 2007) (same). The purpose of the refund and interest is to assure that the Whalens are effectively charged no more for service than they would have been charged had the two lines been correctly classified as basic service from and after the effective date of SB 48.

4. FairPoint's Motion for Confidential Treatment

FairPoint filed a Motion for Confidential Treatment and Request for Protective Order seeking to keep non-public two attachments to Exhibit 9, its response to the hearing record request regarding the written documents used by its customer service representatives for reference when determining basic service eligibility. FairPoint argued that these two documents contain internal processes, procedures, and analyses, which are proprietary, confidential and/or commercial information owned

and used by FairPoint and its employees only, and are not otherwise publicly available. FairPoint sought to keep these documents non-public and limited in use to Staff and the Commission, expressly excluding NHLA from access to the documents.

Under RSA 91-A:5, IV, records of "confidential, commercial or financial information" are exempted from disclosure, and the New Hampshire Supreme Court has adopted a three-step balancing test for determining whether certain documents meet this designation. *See, e.g., Union Leader Corp. v. N.H. Housing Fin. Auth.*, 142 N.H. 540, 552-54 (1997); *Lambert v. Belknap County Convention*, 157 N.H. 375, 382-83 (2008).

We must first consider whether disclosure of the information FairPoint seeks to protect involves a privacy interest. We find that FairPoint has a legitimate privacy interest in the two internal corporate policy documents included as attachments to Exhibit 9. We next consider whether the public has an interest in disclosure of this information. We conclude that the public has a substantial interest in disclosure of the criteria and policies used by FairPoint to determine customer eligibility for basic service. This interest is particularly strong in view of the difficulty customers may encounter in ascertaining these criteria and policies from FairPoint's bills, communications, publications, and public web site, as was established in the record of this proceeding.

Finally, we balance the public's interest in disclosure against the privacy interests at stake to determine whether disclosure is warranted. In this case, we find that the public interest in disclosure of the two documents outweighs FairPoint's privacy interest in the documents. We note that much of the information contained in the two documents was either previously publicly available or was made public in this proceeding, while the remaining information should be publicly available so that customers may be informed of their eligibility to obtain basic service from FairPoint.

Based on this analysis, we deny FairPoint's Motion for Confidential Treatment and Request for Protective Order, and we order FairPoint to file unredacted copies of Attachments 1 and 2 to Exhibit 9 within five days of the date of this Order.

IV. POTENTIAL FURTHER INVESTIGATION

This proceeding has raised additional questions regarding FairPoint's compliance with the statutory obligation for ILECs to offer an affordable basic service alternative to all customers, and the transparency of these basic service offerings to customers. For instance, we do not decide today, based on the limited record in this proceeding, how many other customers may have multiple residential lines and whether their services have been improperly reclassified as non-basic. Nor do we decide whether presubscription to long distance service provided by FairPoint, or by any affiliate of FairPoint, renders a customer ineligible for basic service rate classification. Instead, we direct Staff to confer with FairPoint regarding its basic service policies and procedures, to discuss whether additional refunds may be appropriate, to review the clarity and transparency to customers of its basic service policies and procedures, and to file a report with the Commission within 90 days. Staff shall include NHLA in these discussions if NHLA so chooses. If resolution cannot be reached, the Commission will consider initiating a new proceeding to address these questions.

Based upon the foregoing, it is hereby

ORDERED, that FairPoint shall reclassify the two lines serving the William G. Whalen residence as residential basic service, retroactive to August 10, 2012; and it is

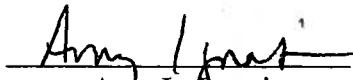
FURTHER ORDERED, that FairPoint shall provide refund payments or credits to William G. Whalen and Tobey Whalen for all rate increase amounts assessed during 2013 and 2014 in excess of the amounts they would have been charged as basic service customers, plus interest at the rate of 3.25% per annum on such amounts from the date of payment, such that the Whalens are effectively charged no more for service during this period than they would have been had the two lines serving their residence been classified as basic service from and after August 10, 2012; and it is

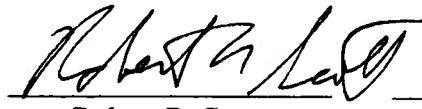
FURTHER ORDERED, that FairPoint's Motion for Confidential Treatment and Request for Protective Order is DENIED; and it is

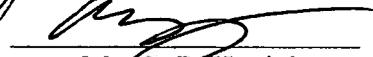
FURTHER ORDERED, that FairPoint shall file unredacted copies of Attachments 1 and 2 to Exhibit 9, on or before July 3, 2014; and it is

FURTHER ORDERED, that, on or before October 1, 2014, Staff shall file a written report regarding its further review of FairPoint's basic service policies and procedures, including a recommendation on whether customers with circumstances similar to the Whalens should receive compensation, or whether it recommends that a formal investigation or similar proceeding be initiated by the Commission to address these issues.

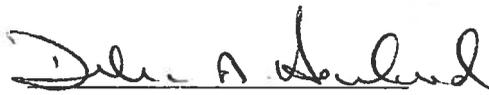
By order of the Public Utilities Commission of New Hampshire this twenty-sixth day of June, 2014.


Amy L. Ignatius
Chairman


Robert R. Scott
Commissioner


Martin P. Honigberg
Commissioner

Attested by:


Debra A. Howland
Executive Director

SERVICE LIST - EMAIL ADDRESSES - DOCKET RELATED

Pursuant to N.H. Admin Rule Puc 203.11 (a) (1): Serve an electronic copy on each person identified on the service list.

Executive.Director@puc.nh.gov
amanda.noonan@puc.nh.gov
david.wiesner@puc.nh.gov
dfeltes@nhla.org
escarponi@fairpoint.com
kate.bailey@puc.nh.gov
michael.ladam@puc.nh.gov
ocalitigation@oca.nh.gov
rtaylor@fairpoint.com
sgalvin@fairpoint.com
whalen99@metrocast.net

Docket #: 14-102-1 Printed: June 26, 2014

FILING INSTRUCTIONS:

- a) Pursuant to N.H. Admin Rule Puc 203.02 (a), with the exception of Discovery, file 7 copies, as well as an electronic copy, of all documents including cover letter with: DEBRA A HOWLAND
EXEC DIRECTOR
NHPUC
21 S. FRUIT ST, SUITE 10
CONCORD NH 03301-2429
- b) Serve an electronic copy with each person identified on the Commission's service list and with the Office of Consumer Advocate.
- c) Serve a written copy on each person on the service list not able to receive electronic mail.