

CASE: UM 1908/UM 2206  
WITNESSES: RUSS BEITZEL

**PUBLIC UTILITY COMMISSION  
OF  
OREGON**

**STIPULATING PARITES EXHIBIT 200**

**Staff Response Testimony**

**November 7, 2023**

1 **Q. Please state your names, occupations, and business addresses.**

2 A. My name is Russ Beitzel. I am a Senior Utility Analyst employed in the Rates  
3 and Telecommunications section of the Rates, Safety and Utility Service  
4 Program of the Public Utility Commission of Oregon (OPUC or Commission).  
5 My business address is 201 High Street SE., Suite 100, Salem, Oregon 97301.

6 **Q. Mr. Beitzel Please describe your educational background and work  
7 experience.**

8 A. My witness qualification statement is found in Exhibit Stipulating Parties/101.

9 **Q. What is the purpose of your testimony?**

10 A. The purpose of this testimony is to explain how the Stipulation and Price Plan  
11 are beneficial at a state-wide level in Docket Nos. UM 1908 and UM 2206.

12 **Q. Who are the parties in Docket No. UM 1908 and UM 2206?**

13 A. The Stipulating Parties for this docket are CenturyLink (CenturyLink or  
14 Company) and Staff of the Public Utility Commission of Oregon (Staff). The  
15 Intervenors in this docket are Citizens' Utility Board (CUB), and Priscilla  
16 Weaver. Jointly the participants in this docket are each a Party, and collectively  
17 the Parties.

18 **Q. Did you prepare any exhibits for this docket?**

19 A. No.

20 **Q. How is this testimony organized?**

21 A. This testimony is organized as follows:

22	I. Overview of Staff Position .....	3
23	III. Price Plan Content .....	6
24	Pricing Flexibility .....	6

1	Service Quality .....	8
2	Protected Customers .....	10
3	Enforcement of Price Plan .....	14
4	IV. Jacksonville Orders .....	17
5	RDOF Build .....	18
6	Jacksonville Orders .....	19
7	V. Alternate Proposal .....	23
8	VI. Conclusion .....	25

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**I. OVERVIEW OF STAFF POSITION**

**Q. Please summarize the Staff’s recommendation in this testimony.**

A. Staff recommends the Commission adopt the Stipulation as written and will provide additional support and clarification based on the Intervenors’ objections and testimony filed on October 24, 2023.

**Q. Did Intervenor testimony or objections raise any concerns for Staff?**

A. While neither Intervenor objections or testimony raised concerns for Staff about the Stipulation or Price Plan, Staff is concerned that Intervenors misunderstood or misrepresent portions of the agreement. Specifically, there seems to be confusion related to the distinction between the Price Plan’s price setting mechanism and service quality mechanisms, protections and reporting for Protected Customers, and the impact of the Stipulation on the Jacksonville area. These issues are discussed in more detail below.

**Q. What is Staff’s conclusion of the issue most concerning to the Intervenors in their objections to the Stipulation and in their testimony?**

A. After reading the objections to the Stipulation and testimony filed by the Intervenors, Staff concludes it is the suspension and subsequent closure of the Orders 22-340 and 22-422 (Jacksonville Orders)<sup>1</sup> based on the construction start and completion, respectively, of high-speed fiber installation to the Jacksonville area as noted in Staff and Company’s joint testimony.

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<sup>1</sup> Order No. 22-340, as modified in Order 22-422, and affirmed by the Commission in Order No. 23-109 (Mar. 21, 2023).

1 **Q. Does the Stipulation and Price Plan only affect Jacksonville, OR**  
2 **customers?**

3 A. No. Despite the objections and testimony of the Intervenors being focused  
4 almost exclusively on the impact to the Jacksonville, OR area, the agreements  
5 affect all CenturyLink Oregon customers and the Stipulating Parties recognize  
6 the importance of improving service quality across the state, which is why the  
7 Protected Customer class encompasses over four thousand customers, greatly  
8 expanding the scope beyond Jacksonville.

9 **Q. Why is it important to adopt the Stipulation and Price Plan as**  
10 **negotiated and supported by the Stipulating Parties?**

11 A. The entirety of the agreement is related to service and protection for all Oregon  
12 CenturyLink customers. The stipulation and all its attachments, including the  
13 price plan, were negotiated in good faith over months of settlement meetings  
14 and represent the culmination of detailed analysis by parties working toward  
15 creating an improved relationship between all customers and Company.

16 **Q. Is the Price Plan in the public interest?**

17 A. Absolutely. The definition of public extends to all Oregon CenturyLink  
18 customers and the Price Plan encompasses that concept far beyond what has  
19 previously been considered for Telecommunication companies in Oregon.

20 **Q. Please provide examples of how the Price Plan benefits all Oregon**  
21 **customers.**

22 A. The two biggest examples are the residential pricing mechanism being tied to  
23 both service quality and safety and the establishment of the Protected

1 Customer class. Additionally, the Price Plan expands the reporting  
2 requirements of the Jacksonville Orders to all Protected Customers and  
3 establishes an automatic investigation mechanism between Staff and  
4 Company without the need for customers to raise concerns if service quality  
5 declines.<sup>2</sup> All of these examples will be explained in further detail in the next  
6 section.

7 **Q. How does the Price Plan ensure just and reasonable rates?**

8 A. The current Price Plan allows for periodic rate increases with annual and total  
9 Price Plan period maximums. The Company's rates have to stay within those  
10 limits, but otherwise can be adjusted annually without justification to the  
11 Commission.

12 The proposed Price Plan requires that the Company meet pre-established  
13 service quality and safety metrics before rates can be increased and also has  
14 annual and overall maximums; thus, it keeps rates linked to Company  
15 performance.

16 If a Price Plan is not approved and adopted by the Commission, the  
17 Company will default to a Cost of Service (COS) rate model and Staff will have  
18 to determine rates for all customer classes based on a full rate case analysis. If  
19 the COS method is used there are no annual or overall maximum amounts that  
20 customers would pay for service. The COS model is widely established as the  
21 least beneficial to customers and is why Price Plans have been in place for  
22 decades.

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<sup>2</sup> See Stipulation Attachment A, p. 10-11.

**III. PRICE PLAN CONTENT**

**Q. CUB states that "...the proposed Price Plan would put the Commission in the position to be reactive, rather than proactive..."<sup>3</sup> Would the proposed Price Plan force the Commission to be reactive?**

A. No. The Company has to track and provide evidence of defined service quality and safety levels based on specific metrics (detailed below) before residential rates can be increased. The Price Plan establishes rules for monthly reporting requirements and provides mechanisms for dealing with identified service quality issues. The Price Plan establishes emergency safety measures for potential extended service outages. All of these examples are proactive. No one can predict service quality issues or outages, so obviously any plan must be reactive to a degree, but the Stipulating Parties worked diligently to include proactive measures as much as possible.

**Pricing Flexibility**

**Q. Which part of the Price Plan addresses Pricing flexibility?**

A. 'Pricing and Availability of Services under the Price Plan' is Section 4 of the Price Plan. More specifically, the newly designed matrix for pricing flexibility related to residential customers is 4.e.

**Q. Please describe the new rate increase mechanism for residential customers using Primary Line Basic Service.**

A. Unlike previous Price Plans, which allowed for automatic yearly increases, the Parties created a comprehensive matrix that requires the Company to meet

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<sup>3</sup> See CUB/100 Garrett/5.

1 specific Repair Clearing Time (RCT), Trouble Ticket performance (TT/100),  
2 and Safety metrics before a price increase may be implemented. This  
3 incentivizes the Company at both the state-wide and Protected Customer  
4 levels to keep service quality and safety as a high priority in order to increase  
5 rates.<sup>4</sup>

6 As an example, in order to fully qualify for the maximum \$3.00 price  
7 increase in year 2, the Company would have to meet or exceed all three  
8 metrics:

- 9 1.  $\geq 90\%$  RCT and  $\geq 90\%$  TT/100 at the state-wide level;
- 10 2.  $\geq 90\%$  RCT and  $\geq 90\%$  TT/100 for all Protected Customers; and
- 11 3.  $\leq 60$  days for outstanding NESC Compliance.

12 Clearly, this is in the public interest to have such service quality  
13 requirements for price increases. In the event the Company does not meet the  
14 minimum requirements detailed in the Price Plan matrix, pricing increases will  
15 be limited or prohibited for residential Primary Line Basic Service until such  
16 time that it does meet the requirements.<sup>5</sup>

17 **Q. How does CUB describe the new pricing mechanism?**

18 A. CUB described it as a "...novel mechanism to improve CenturyLink's long-term  
19 accountability", but then states that, "... the revenue incentive under the Price  
20 Plan of various service quality scenarios are not clear."<sup>6</sup>

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<sup>4</sup> See Stipulation Attachment A, p. 4-7.

<sup>5</sup> Id.

<sup>6</sup> See CUB/100, Garrett/22.



1           The Price Plan provides clear examples of the service quality levels the  
2           Company must reach in order to qualify for price increases and all Parties  
3           expressed understanding of the mechanism during the Settlement process.

4           Service Quality

5           **Q. Which part of the Price Plan addresses Service Quality?**

6           A. “Service Quality and Safety” is Section 11 of the Price Plan. “Safety” was  
7           added to make the plan more inclusive of important elements of Company  
8           behavior. An example of adding safety elements to the Price Plan is including  
9           utility pole safety compliance as part of reporting, review, and pricing flexibility.

10          **Q. Please describe the new Service Quality aspects of the Price Plan.**

11          A. The Stipulating Parties agreed to take the reporting requirements from the  
12          Jacksonville Orders and expand them to include all Protected Customers. This  
13          increases the amount of data collected for those customers from around 100 to  
14          over 4,100.

15                 As detailed in the subsequent section, the service quality data provided  
16          by the Company is extensive and will be at the individual customer phone  
17          number level for all Protected Customers. The Stipulating Parties see this new  
18          reporting requirement as a major improvement to the Jacksonville Orders as it  
19          covers the entire state.

20          **Q. What will Staff be able to do with the new information?**

21          A. Based on how the report is arranged and the information provided, Staff will be  
22          able to see any emerging trends of service quality issues by Protected

1 Customer as well as receive comprehensive data of all reported service quality  
2 issues.

3 **Q. Does Intervenor testimony accurately describe how service quality will**  
4 **be analyzed in the Price Plan?**

5 A. No. It is unclear to Staff if Ms. Weaver fully understands the service quality  
6 aspects of the Price Plan. For example, in Ms. Weaver's testimony it states that  
7 the pricing flexibility matrix under Section 4 – Pricing and Availability of  
8 Services Under the Price Plan is the basis for a conclusion that the Stipulating  
9 Parties are 'obfuscating' service quality measurements when in fact the  
10 referenced graphs are related to pricing flexibility and not service quality  
11 measurements.<sup>7</sup> Service quality is a factor in determining if the Company can  
12 raise its rates to residential customers, but is not what Staff would rely upon for  
13 service quality issues.

14 **Q. How would Staff determine service quality issues?**

15 A. The reports provided to Staff by Company are detailed in Section 11 of the  
16 Price Plan and in visual and narrative detail in Attachment E of the Stipulation.  
17 These reports were modeled after the Jacksonville Orders and expanded to  
18 include all of the Protected Customers. If this information is good enough for  
19 the Jacksonville Orders, then by extension it should be good enough for the  
20 Price Plan, which expands the coverage to the entire state related to the  
21 Protected Customers.

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<sup>7</sup> See Intervenor/100, Weaver/7-8.

1 Staff will review this information and any calls received by Protected  
2 Customers then determine a course of action, exactly as it does now for the  
3 Jacksonville customers.

4 Protected Customers

5 **Q. What is the rationale underlying creating the Protected Customer**  
6 **classification?**

7 A. The Parties agreed that the Price Plan should be more inclusive in terms of  
8 protecting more customers state-wide and used the model of the Jacksonville  
9 Orders to determine who qualifies as a Protected Customer. It creates a  
10 special emphasis and monitoring of customers at higher risk for health and  
11 safety issues.

12 **Q. Does CUB's table comparing the Jacksonville Orders to the Price Plan**  
13 **accurately reflect what is included in the Price Plan?**

14 A. No. CUB incorrectly identified the following as issues with the dedicated  
15 support line:

- 16 1. Customers will not be allowed to report service issues for multiple  
17 addresses.
- 18 2. Provide notice to affected customers informing them of the new dedicated  
19 line.
- 20 3. Within 14 days provide reports to the Commission with information about  
21 any outages and the repair response (paraphrased).<sup>8</sup>

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<sup>8</sup> See CUB/100, Garrett/5-7.

1 **Q. Under the Price Plan, please describe the benefits Protected**  
2 **Customers would receive related to the dedicated line?**

3 A. The Stipulating Parties extended the same aspects of the Jacksonville Orders  
4 to all Protected Customers, which include the following:

- 5 1. 24/7 access – first in call line;
- 6 2. Reporting for multiple addresses;
- 7 3. The ability to create multiple trouble tickets; and
- 8 4. Treated as high priority for immediate resolution.

9 **Q. Would all CenturyLink customers be informed about Protected**  
10 **Customers?**

11 A. Yes. The Company will contact all customers by including it with a monthly  
12 billing notice to let them know of the new classification, how to report service  
13 quality issues and provide instructions for applying for inclusion in that  
14 classification. All Protected Customers will be notified separately of their status  
15 via physical mail.

16 **Q. Would all CenturyLink customers be able to see the areas that include**  
17 **Protected Customers?**

18 A. Yes. Staff has committed to host a GIS map, provided by the Company, on the  
19 PUC website that shows the areas that include Protected Customers.

20 **Q. Were there any other aspects of Protected Customer protections that**  
21 **seem to be misunderstood?**

1 A. Yes, there seemed to be confusion related to reporting requirements for  
2 Protected Customers. CUB incorrectly assumed the following Reporting  
3 Requirements for Protected Customers are not included in the Price Plan:

- 4 1. Detailed reporting requirements.
- 5 2. Dates and Times.
- 6 3. A confidential version.

7 Staff included an example of the reporting requirements in Attachment E  
8 to the Stipulation which clearly shows what information will be included in the  
9 monthly report at the Protected Customer level. For clarity, Staff provides the  
10 information again:<sup>9</sup>

11 For Protected Customers CenturyLink will report performance under RCT  
12 and TT/100metrics monthly. This data will be provided at the individual  
13 phone line level and calculated as a single group, instead of per wire  
14 center. The data will be provided in a format equivalent to the RT and  
15 TT/100 tables provided above. In addition, the Company will report the  
16 following information for every incoming call to the dedicated customer  
17 support line:

- 18 • Impacted Area- RT or Wire Center
- 19 • Call Timestamp- Time the Call with Customer began
- 20 • Contact Number- Customer phone number or preferred contact  
21 number
- 22 • Customer Name
- 23 • Caller Name- if different from customer
- 24 • Address
- 25 • Account Number
- 26 • Circuit Number
- 27 • Caller Email- if provided
- 28 • Ticket Timestamp- Time the trouble ticket was created
- 29 • Trouble Ticket Number(s)
- 30 • Cause of Issue
- 31 • Disposition- Has the issue been addressed, resolved, etc...

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<sup>9</sup> Reproduced from Stipulation Attachment E.

1           Additionally, any report that includes customer names and addresses is  
2           filed as both Confidential and redacted.

3           **Q. Could the expansion to Protected Customers dilute the reporting of**  
4           **service quality issues compared to the Jacksonville Orders?**

5           A. CUB expressed an analysis related to the dilution of reporting in the  
6           Jacksonville area compared to the new expanded Protected Customer  
7           reporting, stating “Conversely, under the Price Plan, the same incident for the  
8           same 5 customers would be diluted within the Company’s aggregate service  
9           quality record for its 4,100 Protected Customers collectively.”<sup>10</sup>

10          **Q. Does Staff agree with this conclusion?**

11          A. No, for several reasons.

12                 1. The service quality report for Protected Customers will be provided at the  
13                 individual phone line level, allowing Staff to identify any area with service  
14                 issues.

15                 2. All calls by Protected Customer to the Company’s dedicated line will be  
16                 provided by the Company as detailed above with similar information to the  
17                 Jacksonville Orders.

18                 3. Staff will also receive information from Consumer Services related to calls  
19                 from Protected Customers.

20          **Q. Is the Price Plan a return to service quality regulation similar to before**  
21          **the Jacksonville Orders were implemented?**

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<sup>10</sup> See CUB/100, Garrett/10.

1 A. No, specifically for the Protected Customers. Currently all CenturyLink  
2 customers are governed by OAR 860-023-0055, ORS 759.450, and  
3 ORS 759.990(6) standards except for the Jacksonville Order customers. With  
4 the expansion of the Protected Customer classification, an additional four  
5 thousand customers will have data collected that the Commission is able to  
6 use for enforcement efforts without the need for customer initiation. CUB's  
7 assertion that by adopting the Stipulation the Jacksonville area customers will  
8 return to pre-Order regulations is simply incorrect.<sup>11</sup> For example, there is no  
9 dedicated line option in the OAR standards, no reporting requirements at the  
10 individual phone line level, and the OAR standards allow for a 6 month plan for  
11 resolution; whereas, the Price Plan requires a one-month resolution.<sup>12</sup> In  
12 addition, the Commission may take any other remedy action available outside  
13 of the Price Plan.<sup>13</sup>

14 *Enforcement of Price Plan*

15 **Q. Does Intervenor testimony accurately describe the enforcement**  
16 **measurement in the Price Plan?**

17 A. No. In the list of potential for outages, Ms. Weaver lists two force majeure  
18 situations (fire and catastrophe) out of the three provided and states they could  
19 be caused by the land lines failing.<sup>14</sup> Staff is unsure how this categorization fits  
20 with what is currently in the Jacksonville Orders or the new Price Plan. Force

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<sup>11</sup> See CUB/100, Garrett/8.

<sup>12</sup> See Stipulation, Attachment A, Price Plan Section 11.d.i, p. 11.

<sup>13</sup> Id at 11.d.ii

<sup>14</sup> See Intervenor/100, Weaver/9.

1           majeure situations are not covered under the Jacksonville Orders nor is the  
2           Company held to a 48-hour repair standard in those instances.

3           **Q. How does Ms. Weaver describe the ‘triggering event’ and potential**  
4           **finances for enforcement of the Jacksonville Orders?**

5           A. Ms. Weaver states that, “The triggering event is Lumen’s failure to restore  
6           service to our area within *24 hours* of receiving a trouble report. If that  
7           happens, the PUC *will impose* a fine of \$50,000 per day-late per customer”  
8           (emphasis added).<sup>15</sup> However, the Jacksonville Orders actually state that the  
9           Company has 48 hours for repairs and the Commission intends to level  
10          penalties for violations not to exceed \$50,000.00 for each instance.<sup>16</sup>

11          **Q. Does the Price Plan have a mechanism for leveling fines?**

12          A. Yes. Contrary to Ms. Weaver’s assertion that “...the threat of fines – is  
13          nowhere to be found in the Price Plan,” the Commission’s ability to issue fines  
14          is not diminished by the Price Plan.<sup>17</sup>

15          **Q. How does the Price Plan handle fines?**

16          A. Specifically for Protected Customers Sections 11.d and 11.d.ii contain the  
17          following language, “...the Commission may take action including, but not  
18          limited to, implementing the following consequences...” and “Any additional  
19          remedies available to the Commission outside of the Price Plan.”<sup>18</sup>

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<sup>15</sup> Id.

<sup>16</sup> See Orders No. 22-340 and 22-422.

<sup>17</sup> See Intervenor/100, Weaver/13.

<sup>18</sup> See Stipulation, Attachment A, p. 10-11.



1 Even without the word “fine,” there is no reduction in the Commission’s  
2 authority in dealing with a service quality situation deemed unacceptable. The  
3 Parties were very clear during the negotiations that the Price Plan would not  
4 limit the Commission’s authority or ability to respond with penalties, specifically  
5 ORS 759.990, which provides the same level of fines (up to \$50,000.00 per  
6 violation) as the Jacksonville Orders.

7 **Q. Would the Commission have to use a performance plan before**  
8 **implementing fines?**

9 A. A performance plan is not required for Protected Customers.<sup>19</sup> Additionally, the  
10 Commission always has the ability to issue penalties any time there are  
11 violations of a Commission Order, including any order adopting the Price  
12 Plan.<sup>20</sup>

13 **Q. What is the process for implementing penalties?**

14 A. As was done in Dockets UM 1015 and UM 1072, Staff has the option of  
15 submitting a complaint to the Commission requesting imposition of service  
16 quality penalties at any time. The complaint is brought to the Commission at a  
17 public meeting for decision. In Dockets UM 1015 and UM 1072 the time period  
18 between complaint and an order issuing penalties was about one month.

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<sup>19</sup> Id.

<sup>20</sup> See ORS 759.990(6).

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**IV. JACKSONVILLE ORDERS**

**Q. What did the initial Jacksonville investigation find?**

A. Commission action was required to address near term health and safety concerns related to service quality in the Jacksonville area.<sup>21</sup>

**Q. How does the Stipulation and Price Plan address these concerns?**

A. The Jacksonville Orders are a short-term solution to very specific issues related to health and safety in the Jacksonville area and were never intended to last indefinitely. The Price Plan provides a long-term solution to address these same potential issues at a state-wide level by incorporating the same protections and expand the protection to thousands more CenturyLink customers.

**Q. Why does the Stipulation include elements that affect only Jacksonville?**

A. The dockets of the Price Plan (UM 1908) and the service quality investigation related to Jacksonville (UM 2206) were combined into one comprehensive docket.

**Q. Why should the Jacksonville Orders be considered for suspension?**

A. The suspension of the Jacksonville Orders was negotiated as part of a broad settlement that includes many expanded service quality and safety mechanisms, as detailed in this and prior joint testimony, as an incentive for the Company to start the fiber RDOF build quickly and is only available until the end of 2024. Despite the focus on the Jacksonville Orders in intervenor

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<sup>21</sup> See Docket No. UM 1908, Hearing on Orders, Staff/100, Bartholomew/17-18.

1 testimony, it is not a crucial element of the overall Stipulation and Price Plan in  
2 terms of its impact to the customers in Jacksonville or the overall public interest  
3 when compared to the other expanded benefits to all Oregon CenturyLink  
4 customers.

5 *RDOF Build*

6 **Q. Why is the RDOF build part of the overall settlement between Parties?**

7 A. Installing fiber-based technology to the Jacksonville area is a goal of both  
8 dockets, UM 1908 and UM 2206, which all Parties see as a viable solution to  
9 the current copper-based technology.

10 **Q. How are the Jacksonville Orders related to the RDOF build?**

11 A. The Stipulating Parties agreed to the concept that suspending the Jacksonville  
12 Orders, for a defined period of time, would provide incentive to the Company to  
13 complete the RDOF build in a shorter timeframe.

14 **Q. How does the Stipulation ensure timely completion of the RDOF build?**

15 A. With the incentive of suspending the Jacksonville Orders, the potential RDOF  
16 build will be much faster than the FCC requirement.

17 **Q. What happens if the RDOF build is not started?**

18 A. In addition to any potential FCC penalties, the Jacksonville Orders will remain  
19 in full effect.

20 **Q. What happens if the RDOF build is started but not completed?**

21 A. In addition to any potential FCC penalties, the Jacksonville Orders will return to  
22 full effect at the end of 2024.

1 **Q. What is Staff's understanding as to the provision of services after the**  
2 **RDOF build is completed for the Jacksonville area?**

3 A. After speaking with the Company, Staff understands that CenturyLink plans to  
4 make available to customers services that will fully substitute for the current  
5 local exchange services available today at comparable prices. This should  
6 greatly improve the reliability of service for the Jacksonville at-risk customers.

7 *Jacksonville Orders*

8 **Q. Has service quality improved in the Jacksonville area?**

9 A. CUB implies that service quality has not improved in the Jacksonville area and  
10 that the Stipulating Parties haven't shown that service quality has improved in  
11 that area.<sup>22</sup> Based on the testimony of Intervenor Priscilla Weaver (Ms.  
12 Weaver), service quality has improved. Ms. Weaver states that "I have  
13 personally benefitted from the RJ Orders in the form of outages that now are  
14 much more quickly resolved than in the past. I can personally confirm that the  
15 portion of the RJ Orders specifying specific outer limits for repair (no longer  
16 than 48 hours) without financial consequences being imposed are working as  
17 the Commission hoped and directed."<sup>23</sup>

18 **Q. Will the residents of the Jacksonville area notice any change in service**  
19 **quality if the Orders are suspended?**

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<sup>22</sup> See CUB/100, Garrett/7.

<sup>23</sup> See Intervenor/100, Weaver/3.

1 A. No. Staff does not believe service quality will decline if the Orders are  
2 suspended, nor have the Intervenors provided any evidence that service  
3 quality will decline.

4 **Q. Does CUB's table comparing the Jacksonville Orders to the Price Plan**  
5 **accurately reflect what is included in the Price Plan?**<sup>24</sup>

6 A. No. The stipulation and price plan extend the Dedicated Support Line, created  
7 to support customers around Jacksonville, Oregon, to the entire Protected  
8 Customer class. CUB incorrectly assumed that Customers would not be  
9 allowed to report service issues for multiple addresses or be provided notice of  
10 the new dedicated line.<sup>25</sup> The new Protected Customers will be informed of  
11 both their status and the process for reporting service quality issues. Nothing  
12 will change for the Jacksonville customers. The only difference from the  
13 dedicated call center requirements in Order No. 22-340 and the price plan, is  
14 moving the reporting from every 14 days to once monthly.

15 **Q. If the Orders are suspended will this limit the Commission's authority**  
16 **to order investigations if new service quality issues arise in**  
17 **Jacksonville?**

18 A. No.

19 **Q. If the Orders are suspended will this limit the Commission's authority**  
20 **to issues penalties for service quality related issues?**

21 A. No.

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<sup>24</sup> See CUB/100, Garrett/6, Table 1.

<sup>25</sup> See CUB/100, Garrett/5-7

1 **Q. If the Orders are suspended, and new service quality issues happen in**  
2 **Jacksonville, will customers have to wait “...a few months to over a**  
3 **year...” for the Commission to act?<sup>26</sup>**

4 A. There is no established timeframe by the Commission for investigation  
5 resolution. Even with the current Jacksonville Orders in place, an investigation  
6 could take over a year to resolve. However, none of the established histories of  
7 UM 2206 nor the combined UM 1908/UM 2206 dockets will disappear. The  
8 Commission’s Consumer Services group will remain responsive and have full  
9 access to the Company’s service quality record. The Commission can  
10 immediately utilize all established data to make decisions. There is no  
11 evidence provided by the Intervenors, nor does Staff agree, that suspending or  
12 resolving the Jacksonville Orders will result in extended investigation and  
13 resolution time.

14 **Q. Will the Orders be suspended for two years if the Stipulation is**  
15 **approved as submitted?<sup>27</sup>**

16 A. No. Staff is unsure how this length of time was determined by CUB. The  
17 Stipulation states that, if approved, the Jacksonville Orders would be  
18 suspended at the start of construction of the RDOF build and would extend  
19 until the construction was complete or December 31, 2024, whichever is  
20 earliest.<sup>28</sup> If the Stipulation was approved at the time of this filing and  
21 construction began immediately, the Orders would likely be suspended for less

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<sup>26</sup> See CUB/100, Garrett/23.

<sup>27</sup> See CUB/100, Garrett/18-19.

<sup>28</sup> See Stipulation, p 4.

1           than 14 months. If the Stipulation is approved at the end of the current  
2           UM 1908 docket schedule, in February 2024, and construction began  
3           immediately at that time, then the Orders would likely be suspended for less  
4           than 10 months.

**V. ALTERNATE PROPOSAL**

**Q. Did the Intervenors provide an alternate proposal to the Stipulation to address their objections to it?**

A. Yes, CUB provided an alternate proposal.

**Q. What changes are contained in CUB's proposal?**

A. CUB proposed the following three changes:

1. The Jacksonville Orders will remain in effect until Lumen has notified the Commission that it has completed the RDOF build and taken any other steps necessary to make its service to Jacksonville customers reliable and compliant with Oregon standards, and
2. Upon Lumen's notification in UM 1908 and no sooner than six months after the RDOF build is completed, the Commission will hold a public hearing to assess whether the Jacksonville Orders are still necessary, and
3. CenturyLink will file its monthly service quality reports by wire center as required under OAR 860-023-055(5) and (6) in UM 1908 and identify those wire centers serving Protected Customers.

**Q. Can the Commission consider alternate proposals?**

A. Yes, OAR 860-001-0350(9) provides "[a] stipulation is not binding on the Commission. The Commission may adopt or reject a stipulation, or propose that a stipulation be modified prior to approval." However, because the stipulating parties have negotiated the settlement as an integrated document, if the Commission rejects or modifies any portion either stipulating party may withdraw from the settlement.



1 **Q. Does Staff support changing the Stipulation as CUB proposes?**

2 A. No. Staff negotiated in good faith with the Company and asserts that CUB's

3 proposed changes are unnecessary given the inclusion of the expanded

4 protections in the Price Plan, similar to the Jacksonville Orders, mentioned

5 above. Stipulating Parties agreed that in total the Stipulation and Price Plan are

6 in the public interest and benefit more CenturyLink Oregon customers than

7 before.

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**VI. CONCLUSION**

**Q. After reading the Intervenors' testimony and opposition to the Stipulation, does Staff feel there is enough merit to their arguments against the Stipulation and Price Plan to warrant changing or declining adoption of them?**

A. No. While Staff understands and acknowledges the concerns raised related to suspending the Jacksonville Orders, there is not any tangible evidence of harm to support modifying or removing aspects of the Stipulation or Price Plan related to a specific area (Jacksonville) when those same benefits have been extended to an additional four thousand customers across Oregon.

**Q. What is Staff's recommendation?**

A. Given that the Price Plan has been clearly demonstrated to be in the public interest and the Stipulation supports the Price Plan as part of the overall negotiations, Staff recommends adopting the Stipulation as written.

**Q. Does this conclude your testimony?**

A. Yes.