

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UM 1908 / UM 2206

In the Matter of

LUMEN TECHNOLOGIES,

Proposed Commission Action Pursuant to
ORS 756.515 to Suspend and Investigate Price
plan (UM 1908), and

QWEST CORPORATION,

Investigation Regarding the Provision of
Service in Jacksonville, Oregon and
Surrounding Areas (UM 2206)

STIPULATING PARTIES' CLOSING BRIEF

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1 **I. INTRODUCTION**

2 Staff of the Public Utility Commission of Oregon (“Staff”), and Qwest Corporation,
3 United Telephone Company of the Northwest, CenturyTel of Oregon, and CenturyTel of Eastern
4 Oregon (collectively “CenturyLink” or “Company”) (together, the “Stipulating Parties”) hereby
5 submit this Joint Closing Brief in Support of the Stipulation.
6

7 The Stipulating Parties continue to urge the Public Utility Commission of Oregon
8 (Commission) to adopt the Stipulation as a reasonable compromise and resolution to all issues in
9 this docket. To support the Commission’s decision, the Stipulating Parties must present evidence
10 that the Stipulation is in accord with the public interest and results in just and reasonable rates.
11 Generally, the Commission supports settlement and encourages “parties to voluntarily resolve
12 issues.”¹

13 The Oregon Citizens’ Utility Board (“CUB”) and Priscilla Weaver (collectively, the
14 “Intervenors”), have a single objection to the Stipulation, the Price Plan’s alteration of
15 CenturyLink’s obligations under Order No. 22-340, as modified by 22-422, and as affirmed by
16 Order No. 23-109 (the “Jacksonville Orders”).² Despite the intense focus of the Intervenors
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21 ¹ *In re PacifiCorp, dba Pacific Power, 2010 Transition Adjustment Mechanism*, Docket No. UE 207,
22 Order No. 09-432, at 6 (Oct. 30, 2009); *In re PacifiCorp, dba Pac. Power, Transition Adjustment, Five-*
23 *Year Cost of Serv. Opt -Out*, Docket No. UE 267, Order No 15-060, at 4 (Feb. 24, 2015) (“Although we
24 encourage parties to resolve disputes informally, we must review the terms of any stipulation for
25 reasonableness and accord with the public interest.”); *In re Portland Gen. Elec. Co., 2005 Resource*
26 *Valuation Mechanism*, Docket No. UE 161, Order No 04-573, at 4 (“the Commission encourages
parties to a proceeding to voluntarily resolve issues to the extent that settlement is in the public
interest.”).

² CUB’s Objection to Stipulation, at 4; *In re Commission Action Pursuant to ORS 756.515 to Suspend
and Investigate Price Plan*, Docket No. UM 1908/ UM 2206, [Order Nos. 22-340](#) (Sept. 23, 2022),
[Order No. 22-422](#) (Oct. 28, 2022), and [Order No. 23-109](#) (May 21, 2023).

1 throughout this proceeding on one small geographic area within the state, the Stipulation’s Price
2 Plan impacts every CenturyLink customer in Oregon. Intervenor briefs conflate legal and policy
3 issues, mischaracterize the requirement for price plan approval, and attempt to cloud issues in
4 this proceeding with factual arguments merely tangential to a decision on the Stipulation.

5 II. SUMMARY OF PROCEDURAL BACKGROUND

6 CenturyLink has operated under a price plan since 2014.³ On September 23, 2022, the
7 Commission extended CenturyLink’s 2018 Price Plan to investigate whether it is in the public
8 interest, instituting “near-term protections” for a subset of customers through the Jacksonville
9 Orders.⁴ After extensive negotiations, the Stipulating Parties reached a comprehensive settlement
10 and filed the Stipulation at issue.⁵ Subsequently, the parties filed testimony,⁶ participated in an
11 evidentiary hearing,⁷ and filed opening briefs.⁸

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16 ³ *In re Qwest Corporation, United Telephone Company of The Northwest, Centurytel of Oregon, and*
17 *Centurytel of Eastern Oregon, Joint Petition for Approval of Price Plan*, UM 1908, [Order No. 18-359](#)
18 (Sept. 28, 2018); *In re Qwest Petition for Approval of Price Plan*, Docket No. UM 1354, [Order No. 14-](#)
19 [346](#) (Oct. 3, 2014); *In re Centurytel of Oregon and United Telephone of the NW, Petition For Price*
20 *Plan*, Docket No. UM 1686, [Order No. 14-347](#) (Oct. 07, 2014).

21 ⁴ *Commission Action Pursuant to ORS 756.515 to Suspend and Investigate Price plan*, Docket No. UM
22 1908/ UM 2206, [Order No. 22-340](#) (Sept. 23, 2022).

23 ⁵ The parties participated in a public workshop on January 26, 2023, and held nine settlement conferences
24 between February and September of 2023 negotiating terms for Century Link’s price plan. See also,
25 Commission Action Pursuant to ORS 756.515 to Suspend and Investigate Price plan, Docket No. UM
26 1908/ UM 2206, [Stipulation](#) (filed Oct. 10, 2023).

⁶ See *Id.*, at [Stipulating Parties Testimony](#) (Stipulating Parties/100, Beitzel and Gose); [Priscilla Weaver's](#)
[Objection to the Stipulation](#) ; [Priscilla Weaver's Testimony](#) (Intervenor Weaver/100-101, Weaver);
[CUB’s Objection to Stipulation](#); [CUB's Testimony](#) (CUB/100-101, Garrett); [Reply Testimony of Staff](#)
(Staff/200, Beitzel); [Reply testimony of Century Link](#) (CenturyLink/200, Gose).

⁷ *Commission Action Pursuant to ORS 756.515 to Suspend and Investigate Price plan*, Docket No. UM
1908/ UM 2206, [Memorandum Regarding Schedule](#) (Sept. 27, 2003).

⁸ See *Commission Action Pursuant to ORS 756.515 to Suspend and Investigate Price plan*, Docket No.
UM 1908/ UM 2206, at [Stipulating Parties’ Opening Brief](#); [CUB Opening Brief](#); and [Priscilla Weaver](#)
[Opening Brief](#).

1 **III. ARGUMENT**

2 **A. The Stipulation Complies With Applicable Legal Standards.**

3 The Commission should approve the Stipulation if it meets both the Commission’s
4 standards for approval of a settlement and the ORS 759.255 criteria for adoption of a price plan.
5 Because the Stipulation meets these criteria and standards, the Stipulating Parties request that the
6 Commission adopt the Stipulation in its entirety.
7

8 *1. The Stipulation Satisfies Commission Standards for Approval of a Settlement.*

9 Under OAR 860-001-0350, the Commission may adopt, reject, or propose to modify a
10 stipulation. If the Commission proposes to modify a stipulation, the Commission must explain
11 the decision and provide the parties sufficient opportunity on the record to present evidence and
12 argument to support the stipulation.

13 When a party opposes a settlement, the Commission should “review the issues pursued
14 by that party, and consider whether the information and argument submitted by the party . . .
15 suggests that the settlement is not in the public interest . . . or otherwise is not in accordance with
16 the law.”⁹ As discussed in the Stipulating Parties’ Opening Brief,¹⁰ the Stipulation is consistent
17 with the Commission’s policy of encouraging voluntary resolution of issues when settlement is
18 in the public interest.¹¹ The Stipulation is supported by a robust evidentiary record demonstrating
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22 ⁹ *In re Northwest Natural Gas Company, Request for a General Rate Revision, Advice 20-19, Schedule*
23 *198 Renewable Natural Gas Recovery Mechanism*, Docket Nos. UG 435, ADV 1215, and UG 411,
24 Order No. 22-388, at 6 (Oct. 24, 2022) (*hereinafter*, Order No. 22-388).

24 ¹⁰ Stipulating Parties’ Opening Brief, at 4-5.

25 ¹¹ *In re PacifiCorp, 2010 Transition Adjustment Mechanism*, Docket No. UE 207, Order No. 09-432, at 6
26 (Oct. 30, 2009); *In re PacifiCorp, Transition Adjustment, Five-Year Cost of Serv. Opt -Out*, Docket No.
UE 267, Order No. 15-060, at 4 (Feb. 24, 2015) (“Although we encourage parties to resolve disputes
informally, we must review the terms of any stipulation for reasonableness and accord with the public

1 that, on a holistic basis, the settlement serves the public interest and results in just and reasonable
2 rates.¹² Notably, no party contests that the Stipulation will result in just and reasonable rates.
3 Moreover, the record does not support a finding that the settlement is not in the public interest or
4 that it is otherwise not in accordance with the law.¹³ Thus, the Stipulating Parties request the
5 Commission find the Stipulation complies with the requirements for approving a settlement.
6

7 *a. The Intervening Parties Do Not Contest that the Stipulation Complies*
8 *With the Public Interest Standard for Approval of a Settlement.*

9 The public interest requirement for Commission adoption of a stipulation differs from the
10 ORS 759.255 public interest criteria. While Intervenors provide arguments under ORS 759.225,
11 neither CUB¹⁴ nor Ms. Weaver¹⁵ argue that the Stipulation fails to meet this threshold for
12 settlement.

13 *b. The Stipulation Is in Accordance with the Law.*

14 In Order No. 22-388 the Commission articulated that it would reject a stipulation “not
15 otherwise in accordance with the Law.”¹⁶ CUB incorrectly interprets this order as creating a
16 burden for the Stipulating Parties to prove the result the Stipulation will have on service quality
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21 interest.”) *In re Portland Gen. Elec. Co., 2005 Resource Valuation Mechanism*, Docket No. UE 161,
22 Order No. 04-573 at 4 (“the Commission encourages parties to a proceeding to voluntarily resolve
23 issues to the extent that settlement is in the public interest.”).

24 ¹² *In re Portland General Electric Company, Request for a General Rate Revision*, Docket No. UE 394,
25 Order No. 22-129, at 16 (Apr. 25, 2022).

26 ¹³ Order No. 22-388, at 6.

¹⁴ See CUB Opening Brief, at 13, citing ORS 759.225 as basis for public interest determination required
to approve a price plan.

¹⁵ See Priscilla Weaver Opening Brief, at 1, arguing that Jacksonville Orders are needed to assure safe and
reliable service.

¹⁶ Order No. 22-388, at 6.

1 in Jacksonville, before the Stipulation can be adopted.¹⁷ In doing so, CUB inappropriately
2 conflates a policy argument (concerning whether the Commission should adopt the Stipulation)
3 with a legal argument (concerning whether the Stipulation violates the law).

4 CUB’s interpretation would impose an obligation on the Stipulating Parties to predict and
5 guarantee the future, and also ignores the text of the order. The term ‘accordant’ is defined as “in
6 conformity or agreement.”¹⁸ Thus, in Order No. 22-388, the phrase “in accordance with” is used
7 to mean “in conformity or agreement with.” This is consistent with how the phrase was used in
8 NW Natural’s General Rate Case, where intervenors argued that certain terms of the partial
9 stipulation contradicted federal law.¹⁹ In short, a settlement would be not in accordance with the
10 law if compliance with a stipulation would result in non-compliance with an applicable rule or
11 statute.
12

13 Here, no party asserts that compliance with the Stipulation would result in non-
14 compliance with an applicable rule or statute. In fact, Section 11 of the Stipulation’s Price Plan
15 expressly and affirmatively requires compliance with the Commission’s service quality
16 standards.²⁰ Moreover, the Stipulation goes beyond the administrative rule requirements and
17 introduces a host of additional service quality and public safety mechanisms not found in any
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23 ¹⁷ See CUB Opening Brief, at 13.

24 ¹⁸ Blacks Law Dictionary (11th ed. 2019), accordant.

25 ¹⁹ See Order No. 22-388, at 14 (“The Coalition asserts that the first partial stipulation permits NW Natural
to recover costs associated with political lobbying activities contrary to both federal law and
Commission precedent.”).

26 ²⁰ See Stipulation Attachment A, Section 11(a), stating in applicable part that “CenturyLink shall continue
to be subject to the Commission’s service quality rules.”

1 other price plan in Oregon. Consequently, the Stipulation is in accordance with the law and
2 meets the Commission’s standards for approving settlement.

3 *2. The Stipulation Satisfies the Criteria for Price Plan Approval.*

4 ORS 759.255 directs the Commission to make a public interest determination prior to
5 approving a price plan. As part of consideration of the public interest, the statute requires
6 consideration of whether a proposed price plan:
7

- 8 (A) ensures prices for telecommunications services that are just and reasonable;
- 9 (B) ensures high quality of existing telecommunications services and makes new services
available;
- 10 (C) maintains the appropriate balance between the need for regulation and competition;
and
- 11 (D) simplifies regulation.

12 No party disputes that the Stipulation would result in rates that are just and reasonable;
13 maintains appropriate balance between regulation and competition; and simplifies regulation.
14 Thus, the only criterion in question is whether the Stipulation appropriately ensures “high quality
15 service.” The record in this proceeding demonstrates that the Stipulation ensures high quality of
16 existing telecommunications services across the state.

17 *a. Intervenors Misstate the Evidence Required for Price Plan Approval.*

18 Intervenors mischaracterize what evidence the Stipulating Parties are required to provide
19 to support adoption of the settlement. CUB seems to mistakenly believe that in order for the
20 Commission to adopt the Stipulation, the Stipulating Parties must meet an affirmative
21 evidentiary obligation to prove that the service quality issues addressed in the Jacksonville
22 Orders will be resolved,²¹ but provides no source of authority for its inaccurate assertion. Again,
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26 ²¹ CUB Opening Brief, at 13.

1 this would require proponents of a settlement to demonstrate proof of the future consequences of
2 implementing a settlement prior to its approval and implementation.

3 *b. The Stipulation Ensures High Quality Service.*

4 Intervenor argue that because the Stipulation would suspend the Jacksonville Orders
5 upon commencement of the RDOF build, it cannot ensure high service quality. In fact, the
6 Stipulation’s Price Plan would provide more service quality protections than any other price plan
7 in the state. As described below, the Stipulation imposes reporting and public safety
8 requirements beyond those in the Commission’s service quality rules.
9

	Section	Requirement
All Customers	4	Ability to increase rates is tied to performance under safety and service quality mechanisms ²²
	11(a)	CenturyLink shall continue to be subject to the Commission's service quality rules ²³
	11(f)	CenturyLink shall be responsive to safety inspections by other operators or Staff ²⁴
Protected Customers	11(b)	CenturyLink shall provide report summarizing trouble report clearing data on a monthly basis for all Protected Customers ²⁵
	11(c)	CenturyLink shall maintain a dedicated customer service contact number for Protected Customers to submit trouble reports ²⁶

22 ²² Stipulating Parties/100, Beitzel and Gose/8-10 and 28-29; Staff/200, Beitzel/7-9; Stipulating Parties’
23 Opening Brief, at 6-7.

24 ²³ Stipulating Parties/100, Beitzel and Gose/9.

25 ²⁴ Stipulating Parties/100, Beitzel and Gose/9.

26 ²⁵ Stipulating Parties/100, Beitzel and Gose/10 and 20; Staff/200, Beitzel/5; Stipulating Parties’ Opening
27 Brief, at 8.

28 ²⁶ Stipulating Parties/100, Beitzel and Gose/10; Staff/200, Beitzel/8-9 and 11; Stipulating Parties’
29 Opening Brief, at 8-9.

	11(d)	The Commission may take action including implementing certain consequences for a failure to satisfy certain metrics for three consecutive months ²⁷
	11(e)	Satellite phones will be deployed as available in instances of service interruptions greater than two consecutive days ²⁸

In Order No. 23-109 the Commission articulated that “we must also be able to protect customers who are not receiving adequate service *even if those customers represent a small portion of the total customer base.*”²⁹ The Stipulating Parties agree. As discussed below, in the Commission Enforcement Section, these additional service quality measures are designed to ensure that the Commission is fully able to protect CenturyLink customers state-wide, not just in Jacksonville.

B. Stipulation Provisions.

The Stipulating Parties wish to provide clarity regarding specific provisions of the Stipulation with which Intervenors expressed concerns. Intervenors continue to question what is and is not included as part of the Stipulation and Price Plan. Demonstrably, Intervenors contradict each other when articulating how the Price Plan compares to the Jacksonville Orders.³⁰ Intervenors’ assessments are further muddled by an absence of information indicating

²⁷ Stipulating Parties/100, Beitzel and Gose/10; Staff/200, Beitzel/14-16; Stipulating Parties’ Opening Brief, at 9.

²⁸ Stipulating Parties/100, Beitzel and Gose/10; Stipulating Parties’ Opening Brief, at 9.

²⁹ Order No. 23-109 at 8.

³⁰ See, e.g., CUB Opening Brief at 22 & Weaver Opening Brief at 3, disagreeing about whether the dedicated customer line for Protected Customers is comparable to the one in the Jacksonville Orders.

1 whether their comparison is to the general protections provided in the Price Plan or those granted
2 specifically to Protected Customers.

3 *1. Protected Customer Provisions.*

4 While the Stipulating Parties acknowledge that the Jacksonville Orders and Stipulation
5 are not identical in all respects, protections for Protected Customers in the Stipulation were
6 designed to largely mirror the Jacksonville Orders, specifically with regard to the dedicated
7 support line and reporting requirements. In testimony, the Stipulating Parties compare the
8 Protected Customer requirements with the Jacksonville Orders stating, “the Jacksonville and
9 Little Applegate area is provided a dedicated, priority access, customer service line. The
10 Company is required to submit bi-weekly reports for trouble tickets and repair times related to
11 that area. The new Price Plan expands these requirements to an additional four thousand
12 customers”³¹ Where the Stipulation differs from the Jacksonville Orders, even for Protected
13 Customers, is the repair timeline.
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16 *a. Dedicated customer line.*

17 As Mr. Beitzel and Mr. Gose testified at the hearing, the Stipulating Parties intend to
18 offer the same protections for the dedicated customer line in the Jacksonville Orders to the
19 Protected Customers, including allowing customers to report service issues for multiple
20 addresses and create multiple tickets.³² In reply testimony Staff clarified:³³
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22 The Stipulating Parties extended the same aspects of the Jacksonville Orders to all
23 Protected Customers, which include the following:

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31 Stipulating Parties/100, Beitzel and Gose/22.

32 Transcript of November 15, 2023 Evidentiary Hearing (Tr.) 36, lines 1-11.

33 Staff/200, Beitzel/11.

2. Reporting for multiple addresses;
3. The ability to create multiple trouble tickets; and
4. Treated as high priority for immediate resolution.

Additionally, CenturyLink will provide notice to impacted customers of their Protected Customer status and provide customers the opportunity to be added to the Protected Customer group.³⁴ If these terms are not already sufficiently clear in the record, the Stipulating Parties would not object to the Commission’s requiring them to be reflected in an amendment to the Price Plan.

b. Protected Customers reporting.

Staff reply testimony clarified the reporting requirements for Protected Customers, stating “[t]he Stipulating Parties agreed to take the reporting requirements from the Jacksonville Orders and expand them to include all Protected Customers.”³⁵ This intent is further reflected in Attachment E to the Stipulation which duplicates the reporting format and contents from the current reports on CenturyLink’s dedicated support line for Jacksonville. The reporting requirements for Protected Customers require CenturyLink to provide “Trouble Ticket Number(s)” to support the creation of multiple trouble tickets by a Protected Customer. It also requires inclusion of the “Cause of Issue” and “Disposition-has the issue been addressed, resolved, etc.” as well as timestamps for the call and any trouble tickets.

³⁴ See Staff/200, Beitzel/11 (“The Company will contact all customers by including it with a monthly billing notice to let them know of the new classification, how to report service quality issues and provide instructions for applying for inclusion in that classification. All Protected Customers will be notified separately of their status via physical mail.”).

³⁵ Staff/200, Beitzel/8.

1 2. *Commission Enforcement Provisions.*

2 The Stipulation preserves the Commission’s authority to seek penalties as appropriate.
3 CUB argues that, for Jacksonville customers, the Stipulation results in a return to a previously
4 ineffective system. CUB fails to acknowledge that the Stipulation’s Price Plan contains different
5 requirements which support enforcement of the Price Plan and service quality rules, and includes
6 residents covered by the Jacksonville Orders as Protected Customers.
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8 The Stipulation’s Price Plan represents no change to the Commission’s authority to seek
9 penalties.³⁶ As clarified in earlier proceedings in this docket, the Commission has authority to
10 seek penalties under ORS 759.990 for violations of the administrative rules or a Commission
11 order.³⁷ The Commission’s statement in the Jacksonville Orders, indicating intent to levy
12 penalties, did not alter the evidentiary threshold for levying such penalties. The requirements for
13 levying such penalties are the same with or without the Jacksonville Orders. CUB seems to argue
14 that since the Commission did not exercise penalty authority in the past, use of such authority
15 cannot be effective in the future. This argument directly contradicts Intervenors’ arguments that
16 the Jacksonville Orders are necessary because of the threat of penalties and ignores changes in
17 the Stipulation that support enforcement efforts.
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22 ³⁶ See Staff/200, Beitzel/16 providing “there is no reduction in the Commission’s authority in dealing with
23 a service quality situation deemed unacceptable...” and “the Price Plan would not limit the
Commission’s authority or ability to respond with penalties”.

24 ³⁷ ORS 759.990(6) (“A telecommunications carrier, as defined in ORS 759.400, shall forfeit a sum of not
25 less than \$100 nor more than \$50,000 for each time that the carrier: (a) Violates any statute
administered by the Public Utility Commission; (b) Commits any prohibited act, or fails to perform any
26 duty enjoined upon the carrier by the commission; (c) Fails to obey any lawful requirement or order
made by the commission; or (d) Fails to obey any judgment made by any court upon the application of
the commission.”).

1 The Stipulation will assist the Commission in seeking to impose penalties for service
2 quality problems experienced by all customers, and specifically Protected Customers. The
3 Stipulation’s reporting requirements establish a factual record of non-compliance, thus
4 supporting the Commission’s enforcement authority. The Commission’s enforcement authority
5 for violations related to Protected Customers receives additional support from the Stipulation’s
6 Price Plan in three ways. First, because the Stipulating Parties have expressly agreed, in defining
7 the Protected Customers group, that these consumers have limited voice service options, the
8 Commission would not need to develop a record establishing this fact.³⁸ Second, the
9 Stipulation’s Price Plan requires more robust reporting for Protected Customers allowing Staff to
10 more easily determine compliance with the administrative rules. Staff testified the Protected
11 Customers group “creates a special emphasis and monitoring of customers at higher risk for
12 health and safety issues.”³⁹ Lastly, Section 11(d)(i) of the Stipulation’s Price Plan requires an
13 expedited resolution plan in the instance that CenturyLink fails to comply with RCT and TT/100
14 metrics for three consecutive months. That is significantly more stringent than the Commission’s
15 service quality rules. Failure of such a corrective plan would further bolster a Commission
16 determination that penalties are appropriate. As opposed to performance plan requirements
17 incorporated in previous CenturyLink price plans, which put the onus on the Commission to
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23 ³⁸ See Stipulation Attachment A, Section 1(i) stating, “‘Protected Customer’ means those CenturyLink
24 residential local service customers in Oregon who, at their residences, have access to only CenturyLink
25 copper-based wireline service and commercial satellite services to make voice calls, as determined by
26 GIS mapping of CenturyLink’s local residential customers and the FCC’s Broadband Data Collection
(BDC) data.”

³⁹ Staff/200, Beitzel/10.

1 require CenturyLink to submit a plan and resulted in a lengthy process,⁴⁰ Section 11(d)(i) of the
2 Stipulation’s Price Plan requires a resolution plan to be approved and implemented within 30
3 days.⁴¹

4 **C. The Jacksonville Orders**

5 *1. Intervenors Ignore Evidence Regarding the Benefits of the RDOF Build and*
6 *Misstate Facts.*

7 CUB attempts to sow confusion regarding the service quality benefits customers
8 protected by the Jacksonville Orders will realize from the RDOF Build. As the Stipulating
9 Parties explained in their opening brief and testimony, *all customers covered by the Jacksonville*
10 *Orders* will receive substantial benefits from replacement of the copper feeder cable with fiber,
11 even if they do not also receive fiber all the way to the home.⁴²

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15 ⁴⁰ See Minimum Service Quality Requirements in OAR 860-023-0055(14) stating “[i]f a large
16 telecommunications utility provider subject to this rule fails to meet a minimum service quality
17 standard, the Commission must require the large telecommunications utility to submit a plan for
18 improving performance as provided in ORS 759.450(5).”

19 ⁴¹ “Where the company both fails to satisfy the applicable (as set out in Commission rule) RCT metric
20 and the TT/100 metric for the category of Protected Customers for three months in a row, the
21 Commission may take action including, but not limited to, implementing the following consequences: i)
22 Require a resolution plan to be submitted and implemented as required by Commission approval within
23 1 month.” Concurrently with filing this brief, Staff is submitting an Errata to the Stipulation to correct
24 the language to that shown here.

25 ⁴² Stipulating Parties’ Opening Brief, at 10-11. CUB also overstates the scope of the Jacksonville Orders.
26 Throughout this proceeding, the number of customers covered by the Jacksonville Orders has been
understood to be approximately 100, specifically those CenturyLink customers served by remote
terminals 2600 and 2900. For the first time in its opening brief, CUB asserts that a much larger number
of customers are covered by the Jacksonville Orders, from a minimum of all customers in the 97530 Zip
Code, to all customers served by the Jacksonville wire center, to all customers in CenturyLink’s
Southern Oregon repair center service territory. (CUB Opening Brief, at 14.) Intervenor Weaver, on the
other hand, acknowledges that the group of customers protected by the Orders is much smaller,
describing them repeatedly as “my community.” (Weaver Opening Brief, at 1, 2, and 4.) The customers
protected by the Jacksonville Orders are those few CenturyLink customers in the rural Applegate area
that do not have the ability to make voice calls by any means other than a CenturyLink wireline or
satellite service. The Orders were never intended to apply to all customers in the 97530 Zip Code. That
area is relevant only because CenturyLink utilized that signifier to route calls to the dedicated customer

1 The Intervenors also irresponsibly misstate the facts and ignore the evidence and literal
2 terms of the Price Plan when they state that customers will be required to subscribe to Internet
3 access service from CenturyLink in order to receive the benefits of the RDOF Build.⁴³ Section
4 4(b) of the Price Plan plainly states that “CenturyLink will continue to offer residential and
5 business Primary Line Basic Service on a stand-alone basis.”
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7 CUB again asserts incorrect facts when it attempts to undercut the Stipulation based on a
8 concern that CenturyLink lacks the ability to accurately report trouble tickets as would be
9 required upon adoption of the Stipulation.⁴⁴ In support of its concern, CUB erroneously states
10 that 478 calls were made to the dedicated customer service line since it was first established in
11 September 2022.⁴⁵ In fact, as of the date when CUB filed its opening brief, the most recent
12 CenturyLink bi-weekly dedicated repair line call log filed in the docket reported substantially
13 less than half the number of calls to the dedicated line than CUB states.
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15 Regardless of its errors, CUB did not raise this issue as a basis for objecting to the
16 Stipulation, so it is not relevant. It also has no bearing on the Commission’s consideration of the
17 Stipulation because CenturyLink is similarly required to file reports under the Jacksonville
18 Orders that CUB wants to remain in place indefinitely. More fundamentally, CUB’s
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22 service line as that was the only feasible way to set up call routing in the abbreviated time CenturyLink
23 was allotted to do so under Order No. 22-340. Including all customers within the Jacksonville wire
24 center, such as those in downtown Jacksonville, or the entire Southern Oregon repair center service
territory, is vastly overbroad and does not account for those customers with access to cell service, cable
service, and other wireline providers, and who therefore do not require the level of protection offered by
the Jacksonville Orders.

25 ⁴³ CUB Opening Brief, at 36; Weaver Opening Brief, at 10.

26 ⁴⁴ CUB Opening Brief, at 33-35.

⁴⁵ *Id.* at 34.

1 consternation over the reporting of trouble tickets is unfounded. Working with Staff,
2 CenturyLink has designed new reporting templates for monthly data submission under the Price
3 Plan (Attachment E to the Stipulation), assuring that the information tracked and included in the
4 monthly reports will provide all the information needed to properly implement the Price Plan.

5 *2. Intervenors Acknowledge They Want the Jacksonville Orders to Remain in Effect*
6 *Indefinitely.*

7 In Order No. 23-109, the Commission articulates that the Jacksonville Orders are
8 intended “to ‘address service quality issues experienced by customers in Jacksonville in the near-
9 term’ until the Price Plan investigation is complete.”⁴⁶ The Stipulating Parties demonstrated in
10 their opening brief and testimony that CUB wants the Jacksonville Orders to remain in place
11 indefinitely.⁴⁷ CUB confirms that conclusion in its opening brief. CUB asserts that the
12 Jacksonville Orders should remain in place “[u]ntil the necessary repairs are made to remedy the
13 40+ year old infrastructure” and a “durable solution” is in place.⁴⁸ Again, CUB ignores the
14 benefits Ms. Weaver and her community will see from the RDOF Build, which is the trigger for
15 suspension and ultimate termination of the Orders, as well as the substantial benefits for
16 Protected Customers and all CenturyLink customers from the service quality provisions of the
17 Price Plan, choosing instead to focus solely on the small number of customers covered by the
18 Jacksonville Orders. By advocating for continuation of the Jacksonville Orders after adoption of
19 the Price Plan, Intervenors ignore the Commission’s intent.
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25 ⁴⁶ Order No. 23-109, at 10.

26 ⁴⁷ Stipulating Parties’ Opening Brief, at 13-14.

⁴⁸ CUB Opening Brief, at 14, 16.

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IV. CONCLUSION

The Stipulation resolves all issues in this proceeding and is in the public interest. The Stipulating Parties request that the Commission adopt the Stipulation in its entirety.

DATED: 12/22/23

X Natascha Smith
Natascha Smith, OSB # 174661
Assistant Attorney General
Of Attorneys for Staff of the Public Utility
Commission of Oregon

DATED: 12/22/2023

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DEPARTMENT OF JUSTICE
BUSINESS SERVICES DIVISION

December 22, 2023

via E-mail

Public Utility Commission of Oregon
Attn: Filing Center
201 High Street SE, Suite 100
Salem, OR 97308-1088
PUC.FilingCenter@puc.oregon.gov

Re:UM 1908/UM 2206 – Errata to the Stipulation

Enclosed for filing please find an errata to the Stipulation in UM 1908/UM 2206, Attachment A, filed on October 10, 2023. The errata replaces p.11 of Attachment A, and corrects a scrivener's error in Section 11(d)(i). That section reads "Require a resolution plan be *implemented* and implemented as required by Commission approval within 1 month." (emphasis added). The amended language replaces the first instance of 'implemented' with 'submitted' to read:

Require a resolution plan to be *submitted* and implemented as required by Commission approval within 1 month. (emphasis added)

This erratum does not change or alter the price plan or stipulation in any other way.

Sincerely,

/s/ Natascha Smith

Natascha Smith,
Assistant Attorney General
Business Activities Section

NBS:pjr/932492450
Enclosure

- i) Require a resolution plan to be submitted and implemented as required by Commission approval within 1 month.
 - ii) Any additional remedies available to the Commission outside the Price Plan.
- e) CenturyLink is willing to make a small inventory of satellite phones, or possibly other SOS enabled phones, available to deploy from two wire centers to be agreed upon by the Company and Public Utility Commission Staff. Such phones will be deployed as available in instances where service interruptions of greater than two consecutive days in the two selected wire centers are identified. In instances of widespread service disruptions due to force majeure conditions or the actions of third parties, CenturyLink may file a petition with the Commission to request for this requirement to not be applicable.
- f) The company must be responsive to inspections performed by other Operators¹ or Public Utility Commission Staff for conditions identified as fire and safety risks, if identified conditions also constitute National Electrical Safety Code (NESC) violations.
 - i) Responsiveness means date certain corrections, no later than 120 days from notice, with that time frame automatically extended where permitting is both required and takes longer than 5 days.
 - ii) Non-compliance with this aspect of the price plan will result in restricted pricing flexibility (detailed in section 4(e) above) and the potential for Commission investigation.

12. Reporting:

- a) Form O: Century Link will submit standardized Form O balance sheet account reporting across all CenturyLink Incumbent Local Exchange Carriers (ILECs) as reflected in Attachment D.
 - i) Qwest Corporation is not required to provide regional information in the Form O, and will only be required to provide Oregon-specific information in the Form O.
 - ii) The following schedules are not required as part of CenturyLink's Form O filing:
 - (1) B-2. Analysis of Depreciation and Amortization
 - (2) B-3. Analysis of Charges related to Plant Retired;
 - (3) B-4. Long-term Debt;
 - (4) 1-4. Operating Taxes other than Federal Income Tax;
 - (5) 1-6. Reconciliation of Reported Net Income with Taxable Income for Federal Income Tax;
 - (6) 1-7. Reconciliation of Reported Net Income with Taxable Income for Oregon State Excise Tax;
 - (7) 1-8. Transactions with Affiliated and Non-Regulated Operations.
- b) Form I:
 - i) CenturyLink will no longer be required to file the Commission's annual Form I.
- c) Affiliate Transactions: CenturyLink will not file with the Commission a report of affiliated interest contracts executed during the period from January 1 through December 31 of the immediately preceding year.

13. Waiver of Statutes Rules and Prior Commission Orders:

¹ As defined in OAR 860-024-0001(9).