

CASE: UM 1908/UM 2206
WITNESS: PETER GOSE (CENTURYLINK)

**PUBLIC UTILITY COMMISSION
OF
OREGON**

CENTURYLINK EXHIBIT 200

**Reply Testimony of CenturyLink in Support of
the Stipulation**

November 7, 2023

1

2 **Q. Please state your name and employer.**

3 A. My name is Peter Gose. I am employed by CenturyLink.

4 **Q. Did you file Opening Testimony in this matter?**

5 A. Yes, I filed joint testimony along with Russell Beitzel of Commission Staff on
6 October 10, 2023. My qualifications are in Exhibit Stipulating Parties/101.

7 **Q. What is the purpose of this Reply Testimony?**

8 A. I will respond to the Objections to the Stipulation filed by CUB and Patricia
9 Weaver and to some of the more significant points raised by Mr. Garrett of
10 CUB and Ms. Weaver in their October 24, 2023 testimony in opposition to the
11 Staff-CenturyLink Stipulation. More specifically, I will address three
12 overarching issues. **First**, I will respond to Mr. Garrett's and Ms. Weaver's
13 statements regarding the alleged inadequacy of the CenturyLink RDOF build in
14 the Jacksonville area. **Second**, I will address Mr. Garrett's and Ms. Weaver's
15 virulent opposition to the suspension and termination of the Jacksonville
16 Orders, and their desire for them to remain in effect indefinitely or possibly
17 permanently (notwithstanding a new Price Plan that hinges in many respects
18 on CenturyLink's service quality performance). **Third**, I will address the Repair
19 Clearing Time metric (found at OAR 860-023-0055), a rule that receives
20 considerable attention from Mr. Garrett and Ms. Weaver, but is also an
21 anachronistic, asymmetrical, monopoly-era rule that needs to be contextualized
22 as the Commission considers the Stipulation.

1 **Q. What is your overall impression of CUB's and Ms. Weaver's positions**
2 **in this case?**

3 A. While we appreciate how dedicated CUB and Ms. Weaver are to ensuring that
4 the approximately 100 CenturyLink customers in rural areas near Jacksonville
5 receive adequate service, their testimony largely ignores the tremendous
6 amount of give and take reflected in the Stipulation, and essentially asks the
7 Commission to treat the balanced Stipulation as a floor. They ask the
8 Commission to take for granted all that CenturyLink is agreeing to via the Price
9 Plan. Their position is also hyper-focused on approximately 100 residents of
10 rural Jacksonville served by Qwest Corporation (one of four CenturyLink
11 ILECs in Oregon), rather than on all 4,100 "Protected Customers" statewide
12 (which category will include rural Jacksonville customers and all other
13 CenturyLink customers who meet the definition of "Protected Customers").
14 They seem content to let the new statewide protections be scrapped in favor of
15 indefinitely retaining the Jacksonville Orders, orders that were not intended to
16 be permanent. The termination of the Jacksonville Orders is one of many vital
17 Stipulation components, and CenturyLink does not intend to move forward
18 with the Stipulation should the Commission adopt CUB's proposal or Ms.
19 Weaver's position.

20 **I. JACKSONVILLE RDOF BUILD**

21 **Q. The Stipulation indicates that CenturyLink will be completing the RDOF**
22 **construction project in the Jacksonville area. Do CUB and Ms. Weaver**
23 **applaud that decision?**

1 A. Their positions are somewhat inconsistent. While both seem to encourage a
2 fiber buildout to rural Jacksonville, Ms. Weaver also derides the fiber
3 construction project as some form of cash grab by the company. At page 2 of
4 her Objection, Ms. Weaver states: “The years and years of miserable service
5 quality that finally led to the entry the RJ Orders is only going to get worse
6 *when CenturyLink turns its attention to installing the fiber optic cable that will*
7 *enable Lumen to market pricey broadband and other products promising a*
8 *higher profit.”* (Emphasis supplied.) This critique is confusing. It gives the
9 impression that Ms. Weaver opposes the expansion of fiber to Jacksonville. In
10 addition to being a modern, more reliable technology, CenturyLink fiber will
11 offer high-speed broadband services to customers in rural Jacksonville. I
12 cannot fathom why CUB or Ms. Weaver would oppose such a solution.
13 Customers will retain the flexibility of receiving voice-only services (for those
14 few customers not interested in broadband and other services) or packages
15 that include broadband.¹

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17 Somewhat inconsistently, CUB seems concerned that CenturyLink’s
18 commitment *isn’t firm enough*, and urges the Commission to *compel*
19 *CenturyLink* to complete the RDOF build in conjunction with the Price Plan.
20 (Garrett/7-8: “Notably and somewhat troubling, the Stipulation states the

¹ CenturyLink’s fiber voice-only product (Quantum Fiber Connected Voice) is described here: <https://www.quantumfiber.com/phone-service.html>. Quantum Fiber packages (which include high speed internet service) are described here: <https://www.quantumfiber.com/>.

1 Company 'intends' to move forward with the RDOF build, rather than offering a
2 firm commitment to the project. CUB highly recommends this language be
3 changed to make this commitment a requirement, using 'shall' or 'will.'").
4 (Footnote omitted.) While I am not providing legal analysis, I do not believe the
5 Commission has jurisdiction to *order* CenturyLink to complete a federal
6 broadband expansion project. It is also unnecessary, as the Price Plan
7 contains a remedy if the project is not completed: the Jacksonville Orders will
8 remain in place. Under the Stipulation, they are suspended only upon the
9 commencement of construction, and terminated only upon completion of the
10 RDOF build.

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12 **Q. Please comment on whether CenturyLink intends to move forward with**
13 **the Jacksonville build. And, if that is already a federal commitment,**
14 **why is CenturyLink's completion of the project significant to the**
15 **Commission's consideration of the Stipulation?**

16 A. Yes, as we have already stated, the company is moving forward despite the
17 fact that the \$650,000 (over 10 year) subsidy is woefully inadequate to cover
18 the cost of the project. As a result of the Stipulation, CenturyLink will also be
19 completing the project (Bid ID: OR-029-0030023) on a highly-expedited
20 timeframe. Under the RDOF rules, the project need not be completed until
21 2029, yet CenturyLink has agreed to complete the project (in alignment with
22 the incentive provided under the Stipulation) by the end of 2024, if not earlier.
23 Mr. Garrett acknowledges the expedited timeframe. (Garrett/17-18.)

1 **Q. Ms. Weaver dedicates extensive effort to identifying how many**
2 **customers and locations are within and outside the RDOF build area.**
3 **Can you please clarify that for the Commission?**

4 A. Certainly. In opening joint testimony, an important distinction is drawn
5 between the number of Oregonians in a new Protected Customer status and
6 the approximately 100 subscribers covered under the Jacksonville Orders. Ms.
7 Weaver, using the approximation of 100 subscribers covered by the
8 Jacksonville Orders, attempts to extrapolate how many subscribers will remain
9 served by copper facilities. Ms. Weaver's analysis misses the mark as it fails to
10 acknowledge that the aging copper transport facilities connecting the remote
11 terminals to the central office will be replaced with fiber.

12 **Q. Ms. Weaver's analysis leans heavily on her understanding of**
13 **subscribers on Little Applegate Road. What additional information can**
14 **you supply regarding Little Applegate Road in response to Ms.**
15 **Weaver's contentions?**

16 A. Of the approximate 100 CenturyLink subscribers covered under the
17 Jacksonville Orders, approximately 82² are served by the Remote Terminals
18 located at 2600 Upper Applegate Road and 2900 Little Applegate Road ("2600
19 and 2900 RTs"), which are the locations addressed in the Jacksonville Orders.
20 On Little Applegate Road alone, from the intersection of Upper Applegate
21 Road to well beyond the intersection of Yale Creek Road, there are

² A review on November 6, 2023 shows only 79 customers as of that date, suggesting that 3 have recently disconnected.

1 approximately 100-125 addressable serving locations, but only 50 CenturyLink
2 subscribers.³ Said differently, more than half of the households along Little
3 Applegate Road are meeting their telecommunications needs from other
4 service providers utilizing other technologies. That fact is significant in light of
5 contentions that rural Jacksonville residents are solely dependent on
6 CenturyLink for their communications needs.

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8 Of the approximately 82 CenturyLink customers served by the 2600 and 2900
9 RTs, 10 sit within the census blocks that are a part of the RDOF build, and 72
10 sit outside of the RDOF build area. CenturyLink will replace the 13-mile
11 copper T1 feeder facility from the Jacksonville central office to the 2600 and
12 2900 RTs and will run fiber facilities past each customer location in the RDOF
13 build area. The company will ask each current customer (and also potential
14 customers who are not presently CenturyLink subscribers) whether
15 CenturyLink can attach fiber cable to the dwelling, provide an optical network
16 terminal at the residence, and whether or not the customer is interested in
17 procuring voice service, data, or both services from CenturyLink. It is possible
18 that some customers will decline, which is a circumstance CenturyLink cannot
19 control.

³ More generally, CenturyLink only serves 29% of all the households that could be served by the 2600 and 2900 RTs. More specifically, CenturyLink provides voice service to only 10 of 119 (8%) living units that could be served by the 2600 RT and 69 of the 157 (44%) living units could be served by the 2900 RT. 71% of households that could be served by the 2600 and 2900 RTs are meeting their communications needs from other service providers.

1 **Q. Will the 72 current CenturyLink customers served by the 2600 and 2900**
2 **RTs who sit outside the RDOF area experience improved service as a**
3 **result of the RDOF build?**

4 A. Absolutely, contrary to Mr. Garrett's testimony (Garrett/22: "Third, the
5 Stipulating Parties have not presented evidence that the RDOF build will
6 remedy the service quality issues for all customers [sic] its service territory
7 covering Jacksonville and surrounding areas."). The replacement of the 13-
8 mile copper T-1 with a fiber facility *will improve service reliability for all*
9 *customers served off the 2600 and 2900 RTs*, even those who do not receive
10 FTTP services from CenturyLink. (Stipulating Parties 100/26.)⁴ In the past
11 year, there have been 84 trouble tickets associated with customers served by
12 the 2600 and 2900 RTs. Of those 84 trouble tickets, at least 45 have been
13 directly attributable to malfunctions with the copper T-1 facility. Replacing that
14 facility with fiber will significantly improve service to all customers, even those
15 who retain copper last-mile connections for the time being.

16 **Q. Is it possible that CenturyLink will also expand FTTP to other**
17 **Jacksonville customers who sit outside the RDOF area?**

18 A. Yes, it is possible and something the company is seriously investigating,
19 depending on the availability of public funding. CenturyLink is presently
20 conducting detailed planning to bring fiber service to approximately 850 to
21 1,050 additional households (beyond the company's RDOF commitment) of

⁴ In Joint Opening Testimony, I explain that the replacement of the copper T-1 with fiber will improve service reliability. In addition, I explain that CenturyLink is likewise evaluating replacing the existing remote terminals with more current technology and facilities. (Stipulating Parties 100/26-27.)

1 which only 219 are currently CenturyLink customers, in and around the Little
2 Applegate area. The company has preliminarily determined this to be a several
3 million-dollar project that could be completed by December 31, 2026 if the
4 company seeks American Rescue Plan Act (“ARPA”) funding and is awarded
5 through a successful grant application. While this price point would be cost
6 prohibitive for the company absent public broadband grant funding, this project
7 is a top priority for the company once it obtains a better understanding of the
8 Oregon Broadband Office’s RFP associated with federal ARPA funds. While
9 the company is not in a position to guarantee that it will seek or be awarded
10 ARPA funding for these adjoining areas, it is conducting extensive diligence
11 work to determine the viability of applying for ARPA grant funding to push
12 broadband services further into rural areas south of Jacksonville.

13 **Q. In its testimony in opposition to the Stipulation, CUB opines that**
14 **CenturyLink’s RDOF project in the Jacksonville area does not meet the**
15 **full expectations of the RDOF Program, or provide fiber to all**
16 **customers. (Garrett/16-17.) Please comment on CUB’s observations.**

17 A. While Mr. Garrett correctly observes that 139 locations in the census blocks
18 that comprise the Jacksonville RDOF project were initially identified by the FCC
19 (Garrett/17.), he fails to indicate that those were merely estimates by the FCC
20 in 2020, as was the initial support reserve of \$1.08 million for this project.
21 Current analysis of the living units within the Jacksonville RDOF project
22 footprint stands at 130. Of those 130 locations, 15 were in extremely high-cost
23 locations that would have cost **[START CONFIDENTIAL]**

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[END CONFIDENTIAL]

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II. JACKSONVILLE ORDERS

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Q. What does the Stipulation propose regarding the Commission's disposition of the Jacksonville Orders?

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A. The Jacksonville Orders (Orders 22-340 and 22-422) will remain in full force and effect until CenturyLink commences construction of the Jacksonville RDOF build, and as an incentive to motivate CenturyLink to begin construction as soon as possible, will be suspended once construction begins. When construction is complete – expected to be before the end of 2024 – the Jacksonville Orders will be terminated. If for some unforeseen reason CenturyLink does not complete the Jacksonville RDOF build in the manner described in Attachment C to the Stipulation, the Jacksonville Orders will remain in place.

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Q. Do CUB and Ms. Weaver support the Stipulation's disposition of the Jacksonville Orders?

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A. No, they vehemently oppose this provision. They implore the Commission to ignore the Stipulation's balance of compromises, and to leave the Jacksonville Orders in place for an indefinite period, if not permanently. CUB asks the Commission to leave the orders in effect until, at minimum, six months after the RDOF build is complete. That is assuredly an understatement as to their

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1 desired timeframe (given that CUB urges that CenturyLink not even be allowed
2 to seek termination of the Jacksonville Orders until that six-month milestone),
3 and gives no assurance that CUB and Ms. Weaver will not then simply urge the
4 Commission to extend the orders further or leave them in place forever.

5 **Q. Why do you infer that CUB and Ms. Weaver actually aim for the**
6 **Jacksonville Orders to be permanent?**

7 A. Their testimony makes their intentions and perspective pretty clear. Both set
8 up a “heads I win, tails you lose” paradigm. If, between now and completion of
9 the RDOF build service quality to Jacksonville continues to be improved or
10 improves even more, CUB and Ms. Weaver are likely to argue that the orders
11 are working and need to remain in place. Mr. Garrett testifies that “CUB
12 argues that the Jacksonville Orders are the reason the Company is moving
13 toward compliance with the Commission’s service quality rules in its
14 Jacksonville area service territory.” (Garrett/10.)⁵ Ms. Weaver is even clearer.
15 “The fact that Staff and Lumen came up with two different levels of protection
16 within the Price Plan is not the RJ Orders’ customers’ fault. We did not ask for
17 it and we do not think it works for us and we most assuredly do not believe it is
18 a reason to strip from us the efficient and demonstrably effective protections of
19 the RJ Orders.” (Weaver/20; see also Weaver/3, 13.)

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⁵ Inconsistently, Mr. Garrett also testifies “[y]et, they have not shown any evidence that service quality has improved in the Jacksonville and surrounding areas to warrant suspending or terminating the Jacksonville Orders.” (Garrett/7.) CenturyLink is unclear how to reconcile this statement with Mr. Garrett’s other statements and CUB’s proposal that it is imperative that the Jacksonville Orders remain in place indefinitely or permanently.

1 If, on the other hand, service quality performance slips in the interim period,
2 CUB and Ms. Weaver will assuredly argue that the Jacksonville Orders must
3 remain in place, and that the Commission should impose penalties, to
4 discipline CenturyLink's practices.

5 **Q. Is CUB's proposal for the disposition of the Jacksonville Orders**
6 **reasonable and appropriate from CenturyLink's perspective?**

7 A. It is not. Through the Stipulation, which was transparently negotiated in good
8 faith and in great detail over many months (with the involvement of and input
9 from CUB and Ms. Weaver, in addition to Staff), CenturyLink seeks *finality and*
10 *certainty*. CUB's proposal shatters the finality of the Stipulation and invariably
11 will lead to continued, perhaps perpetual litigation with uncertain outcomes for
12 the company. It took *extensive effort* to obtain internal approval from
13 responsible CenturyLink business units, executives and other stakeholders to
14 get approval of the complex, unprecedented and finely-balanced Stipulation,
15 and that balance will be unacceptably lost if the Commission adopts CUB's
16 proposal.

17 **III. REPAIR CLEARING TIME METRIC**

18 **Q. You mentioned in your introduction that you want to provide the**
19 **Commission some perspective on the Repair Clearing Time ("RCT")**
20 **metric. Why is that?**

1 A. Both CUB and Ms. Weaver emphasize⁶ the company's performance under the
2 RCT metric, as set forth in OAR 860-023-0055(6).⁷ Because CenturyLink is
3 not compliant with the 90% within 48-hour metric, they suggest that
4 CenturyLink's service quality is unacceptable. I believe that more context
5 would be useful as the Commission considers the Stipulation. CenturyLink's
6 service quality should not be evaluated exclusively (or at all) based on its ability
7 to clear all trouble reports within 48 hours. The rule is antiquated,
8 asymmetrical and practically impossible to comply with under current market
9 conditions. The company believes the rule should be eliminated or at minimum
10 updated – something the Commission could and should take up in an open
11 proceeding (such as AR 624). The RCT metric in and of itself should not be
12 held as a sole guiding principle for evaluating CenturyLink's service quality in
13 Oregon.

14 **Q. You mentioned that the RCT metric is antiquated. Please explain.**

15 A. The RCT metric was first added to OAR 860-023-0055, a rule that dates back
16 to 1974, in 1996.⁸ Prior to the Telecommunications Act of 1996 which

⁶ See, e.g., Garrett/8 (“The Stipulation continues to expose customers to the risk of Lumen’s noncompliance with Commission rules. This testimony will explain why suspending Order No. 22-340, as modified by Order No. 22-422, and as affirmed by Order No. 23-109 (‘the Jacksonville Orders’) and allowing the Company to increase its rates while remaining in noncompliance with service quality rules is fundamentally not in the public interest.”); and Garrett/20 (“Allowing Lumen to receive rate increases while they remain in violation of the safety and service quality rules is a concession made on the backs of customers in order to try to incentivize compliance.”). Ms. Weaver takes this further, suggesting that the only appropriate metric to protect Jacksonville customers is that CenturyLink be required to repair 100% of trouble reports within 48 hours. Weaver/8 (“But I can list the facts that demonstrate why the Price Plan’s metrics simply are not a sufficient way to measure service quality in my community. *Only the straightforward ‘fix it within 48 hours or pay a fine’ can assure we are vulnerable to no more than 2 days when our phones go out.*” (emphasis added)).

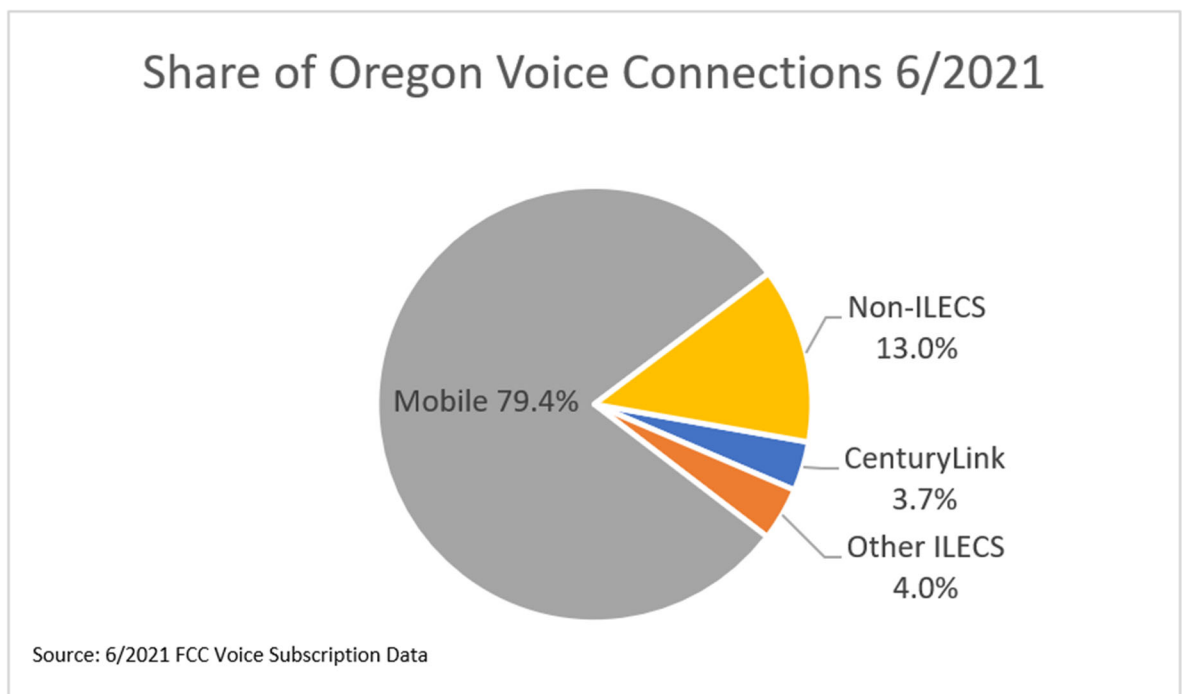
⁷ The rule currently provides that “[a] large telecommunications utility must clear at least 90 percent of all trouble reports within 48 hours of receiving a report for each repair center.”

⁸ Order No. 96-332.

1 introduced competition into incumbent local exchange carrier markets, and also
2 before cellular telephone service became widely adopted, CenturyLink retained
3 a near (if not actual) monopoly on the local service market in its Oregon service
4 territories. While a small number of customers may have had wireless mobile
5 connections in 1996, the overwhelming majority of Oregonians were limited to
6 their local exchange carrier (whether it be CenturyLink's predecessors or one
7 of many independent LECs) for local service, including access to 911. That is,
8 beyond any credible doubt, not the case anymore.

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10 CenturyLink has lost 90% of its regulated access lines in Oregon from 2001 to
11 present (and likely many more since 1996, although that data no longer exists)
12 and has but a tiny percent of the state's voice connections (estimated below
13 4% as of 2021 as depicted in the chart below).



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In such a purely competitive market, customers are free to vote with their feet

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and there is no reason for the Commission to regulate, and potentially assess

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large fines, based on the length of time it takes CenturyLink to repair a

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particular service interruption, measured across large repair centers. If

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dissatisfied with CenturyLink's service quality or repair times, customers can

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change carriers and have numerous technologies to choose among. Even in

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rural Jacksonville, only approximately 50% of the customers along Little

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Applegate Road who could be served by the 2600 and 2900 RTs receive

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CenturyLink service, meaning that approximately half of the addressable

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locations along Little Applegate Road meet their telephony needs from other

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carriers using other technologies.

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Q. You also mentioned that the RCT metric is "asymmetrical." Please

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explain.

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A. The RCT metric rule (as it exists today) is a clear example of asymmetric

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regulation. As depicted in the chart above, CenturyLink has less than 4% of

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the voice connections in Oregon, yet CenturyLink is the only carrier in its

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service areas to whom the RCT rule applies. Asymmetric regulation

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represents unsound public policy and does not advance the public interest. If a

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provider having a mere fraction of addressable customers in an area is the only

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carrier in that locale burdened with a potentially punitive and burdensome

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regulation, its operations will be even more burdened and its ability to compete

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will be further impaired in a dynamically competitive market. Mobile wireless

1 companies hold almost 80% of the voice connections and VoIP/cable
2 companies another 13% in Oregon as of 2021 (see chart above), yet the RCT
3 metric does not apply to them. How is this in any way fair, just, reasonable or
4 sound public policy? Again, by providing this perspective, I'm not asking the
5 Commission to revise or eliminate the RCT rule in this proceeding, but I do
6 believe the rule needs to be contextualized given the hyper focus it is receiving
7 in this case.

8 **Q. Finally, you mentioned that the RCT metric is, as a practical matter,**
9 **impossible to comply with. Please explain.**

10 A. There is no economically reasonable way to comply with the RCT rule.

11 CenturyLink's service territory in Oregon is geographically immense and its
12 customer base has significantly shrunk. As customers and revenues shrink,

13 expenditures (including staffing of technicians) must be similarly aligned. In

14 order to even attempt to comply with the RCT rule, CenturyLink estimates that

15 it would have to hire an additional 50 technicians (and of course purchase all

16 the necessary equipment, including trucks and sophisticated test equipment).

17 With those technicians spread out across the state and largely sitting idle, there

18 simply aren't enough service issues to justify this number of technicians.

19 CenturyLink estimates the cost of these hirings (if enough technicians could

20 even be found, hired, and retained) to be \$5 million per year, plus a one-time

21 \$5 million upfront expenditure for equipment costs (vehicles, etc.).

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1 **Q. Earlier in your testimony you mentioned declining subscribership.**

2 **Please frame that up in relation to the RCT metric.**

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4 A. With fewer customers, there are *far fewer* network troubles to fix. For example,
5 hiring a technician to sit 24/7 in Cannon Beach would be a monumentally
6 imprudent expenditure⁹ given that the company experiences only a handful of
7 service issues in Cannon Beach *each year*. From June 2022 through May
8 2023, there were only 21 trouble tickets in the entire Cannon Beach wire
9 center. Hiring a full time Cannon Beach technician (and outfitting him or her
10 with all the necessary equipment) is not financially viable. Forcing CenturyLink
11 to make such unreasonable expenditures is not only unfair and asymmetrical,
12 but it would also impair the Commission's and CenturyLink's goal of expanding
13 broadband in Oregon. Every dollar unwisely expended to comply with the
14 anachronistic RCT rule is a dollar not available to be spent to deploy fiber-
15 based facilities and services.

16 **Q. Are there any other reasons you believe the RCT metric is less relevant**
17 **in today's market?**

18 A. Yes. The RCT metric is not a meaningful measure of service quality,
19 especially in a competitive environment where the company has so few
20 customers per wire center. Given the near perfection required (90% in 48
21 hours per month per repair center), CenturyLink is often "out of compliance" in

⁹ In AR 624, Commission Staff recognized that access line loss necessarily leads to company staffing reductions, including the company maintaining fewer technicians. AR 624, Staff Report (Sept. 20, 2018), at 3 ("Further, because companies were, and are continuing to experience customer decline, they likely can afford fewer skilled technicians.").

1 the event that *any* repair takes longer than 48 hours. This is the problem of
2 small numbers. If 9 or fewer trouble reports are submitted in a given wire
3 center in a month (a good sign, by the way, that the network is operating
4 properly), CenturyLink must go 9 for 9 or its success rate is under 90%. This is
5 an unreasonable expectation in light of the size of the state and the company's
6 need to right size its staffing to its customer base and revenues.

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8 A much more meaningful and accurate measurement of service quality is *how*
9 *often the network actually requires repair*. In Oregon, Commission rule permits
10 up to 3 troubles per 100 access lines in smaller wire centers and 2 troubles per
11 100 access lines in larger wire centers ("TT/100" metric).¹⁰ On this metric,
12 CenturyLink has been very successful, and has averaged 85% compliance
13 over the past year. Across the state, on average CenturyLink experiences
14 approximately 1 trouble report per 100 access lines.

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16 The TT/100 metric is the most meaningful metric to indicate how often Oregon
17 customers experience service difficulties, perhaps in some cases also losing
18 access to 911 service via their landline. Those customers may still have
19 access to 911 service via their mobile phone or other services. As noted
20 above, CenturyLink has performed well under the Commission's TT/100
21 measurements. There is no evidence in the record that rural Oregon
22 customers are experiencing widespread difficulties accessing 911.

¹⁰ 860-023-0055(5); OAR 860-034-0390(5).

1 **Q. If CenturyLink believes the RCT metric is no longer appropriate, why did**
2 **it agree to its inclusion in the Stipulation's price flexibility and service**
3 **quality enforcement provisions?**

4 A. We agreed to the inclusion of the RCT metric in the Price Plan as a matter of
5 compromise. We want to be sensitive to concerns about service quality in
6 Oregon, and worked hard to forge a workable and fair (even if not ideal) middle
7 ground to meet the company's needs, as well as the concerns of Staff. The
8 company will likely address its many concerns with the RCT metric via
9 rulemaking, and as such was willing to move forward with the Price Plan, given
10 the overall balance of its provisions.

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

12 A. Yes.