

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

**CENTURYLINK COMMUNICATIONS
LCC d/b/a LUMEN TECHNOLOGIES
GROUP; QWEST CORPORATION;
CENTURYTEL OF WASHINGTON,
INC.; CENTURYTEL OF INTER
ISLAND, INC.; CENTURYTEL OF
COWICHE, INC.; UNITED
TELEPHONE COMPANY OF THE
NORTHWEST,**

Respondents.

DOCKET UT-210902

PREFILED RESPONSE TESTIMONY OF

PETER GOSE

ON BEHALF OF CENTURYLINK

November 18, 2022

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EXHIBIT LIST

- 1. Exhibit PJG-2: Professional Qualifications**

I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Peter Gose. My business address is 14530 NW 63rd St, Parkville, Missouri,
3 64182-8703. My business email address is peter.gose@lumen.com.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by Lumen Technologies, Inc., parent company of Qwest Corporation;
6 CenturyTel of Washington, Inc.; CenturyTel of Inter Island, Inc.; CenturyTel of Cowiche,
7 Inc.; and United Telephone Company of the Northwest (collectively, “CenturyLink”).
8 For Lumen Technologies I work as Director of State and Local Government Affairs, with
9 responsibilities for incumbent and competitive local exchange carrier regulatory matters
10 in 18 states, Puerto Rico, and the United States Virgin Islands.

11 **Q. HOW LONG HAVE YOU BEEN EMPLOYED BY LUMEN?**

12 A. I have been employed by Lumen Technologies since March 2021.

13 **Q. PLEASE STATE YOUR QUALIFICATIONS TO PROVIDE TESTIMONY IN**
14 **THIS PROCEEDING.**

15 A. My employment history spans 32 years of direct and relevant experience in the
16 communications industry. I began my career as a management analyst with the Missouri
17 Public Service Commission (“MoPSC”) where I focused on state and federal
18 telecommunications issues. During my tenure with the MoPSC I was twice loaned to the
19 Federal Communications Commission for special projects. I continued my career with the
20 National Exchange Carrier Association (“NECA”) where I was responsible for interstate
21 access tariff management, interpretation, and training for 14 western states and United

1 States territories. After enactment of the Telecommunications Act of 1996, I transitioned
2 into a consulting role and co-founded QSI Consulting in 1999. Beginning in 2007 I took
3 on the role of Government and Regulatory Affairs Director for Coral Wireless, LLC d/b/a
4 Mobi PCS, which was a facilities-based regional wireless provider serving the entire state
5 of Hawaii. While serving as the Government and Regulatory Affairs Director at Mobi
6 PCS, I also concurrently held responsibilities as Director of Customer Care and as
7 Director of Site Acquisition and Development at various times.

8 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND.**

9 A. I received a Bachelor of Science degree from Northwest Missouri State University with
10 dual majors in Finance and Management, and a minor in Economics. I went on to earn a
11 Master of Business Administration degree from Northwest Missouri State University. I
12 also hold a Bachelor of Science degree in Accounting earned from Lincoln University. I
13 am presently completing an A.A.Sc. degree in Cybersecurity at the Metropolitan
14 Community College of Kansas City.

15 In addition to the aforementioned higher education, I have also participated in training
16 germane to the subject matter of this docket. Specifically, I have completed the National
17 Association of Regulatory Utility Commissioners Annual (“NARUC”) Fundamentals
18 Course in Regulatory Studies and the Practical Regulatory Principles Training taught by
19 the New Mexico State University Center for Public Utilities. I have received training in
20 telecommunications cost separations from Ernst & Young and the United States
21 Telephone Association. Additionally, I completed the Modern Finance Theory for
22 Regulated Industries training sponsored by the University of Missouri. While not specific

1 to utility industry oversight, I have also completed the Federal Bureau of Investigation
2 Citizens' Academy sponsored by the United States Department of Justice.

3 **Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE THE WASHINGTON**
4 **UTILITIES AND TRANSPORTATION COMMISSION?**

5 A. Yes, I have. A copy of my curriculum vitae, which includes a listing of the
6 telecommunications matters in which I have participated, is attached as Exhibit PJG-2.

II. SCOPE AND SUMMARY OF TESTIMONY

7 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

8 A. In my testimony I respond to observations made in the testimony of Staff witness Bridget
9 Feeser as they pertain to the Commission's policy statement promulgated in Docket A-
10 120061 on public service law enforcement. I set forth rationale as to why the
11 Commission should, in its discretion, decline to penalize CenturyLink or, if the
12 Commission chooses to issue penalties, impose penalties of \$100 per violation. My
13 testimony emphasizes the entirely unintentional nature of the violation and the
14 extraordinary circumstances surrounding CenturyLink's errors. My testimony also
15 describes the activities implemented by the company to rectify the consequences of the
16 inadvertent disconnections giving rise to this complaint. My testimony will not be used to
17 re-litigate the issue of liability, as CenturyLink chose not to seek review of Order 03
18 (Initial Order Granting Staff Motion for Partial Summary Determination; Denying Lumen
19 Cross Motion for Summary Determination; Denying Motion to Strike; Declining to
20 Expand Scope of Proceeding or Issue Advisory Opinion on Jurisdiction).

III. DISCUSSION

1 **Q. ARE YOU FAMILIAR WITH THE EVENTS UNDERLYING THE COMPLAINT**
2 **FILED IN THIS DOCKET?**

3 A. In general, yes; however, certain events occurred prior to my employment with Lumen.

4 **Q. IN HER DIRECT TESTIMONY, STAFF WITNESS FEESER SETS FORTH**
5 **THAT THE DISCONNECTIONS AND SUSPENSIONS WERE SERIOUS AND**
6 **HARMFUL TO THE PUBLIC.¹ PLEASE COMMENT ON THE COMPANY'S**
7 **PERSPECTIVE.**

8 A. Certainly. It bears repeating that CenturyLink sincerely regrets that a small fraction of its
9 customers in Washington were inadvertently disconnected during the pendency of
10 Proclamation 20-23.2. The company addressed the crisis associated with the COVID-19
11 pandemic with the utmost sense of the urgency and seriousness. Much the same as all
12 aspects of communities across the country and world, CenturyLink was dramatically
13 impacted by the pandemic. The company had to migrate a large workforce from working
14 in centralized locations to remote work environments and as the pandemic extended over
15 months and years CenturyLink experienced unprecedented staff shortages and strains on
16 resources. During the pendency of Proclamation 20-23.2 CenturyLink maintained
17 incumbent local exchange carrier operations in 36 states. Many states had varying
18 requirements and implementing them all within the intricacies of different customer
19 billing and provisioning systems was challenging. It is important to note that
20 CenturyLink's compliance efforts during the pandemic prevented the overwhelming
21 majority of disconnections of residential voice customers for non-payment. Later in this

¹ See Feeser, Exh. BF-1T at 5:12.

1 testimony I address the magnitude of the disconnections in Washington but express again
2 here the genuine regret CenturyLink has that despite the company's best efforts some
3 customers in Washington slipped through safeguards that had been implemented to
4 prevent such occurrences.

5 **Q. PLEASE ADDRESS WHETHER STAFF'S TESTIMONY CONTAINS**
6 **CONTRADICTIONS WITH RESPECT TO WHETHER CENTURYLINK ACTED**
7 **INTENTIONALLY BY DISCONNECTION CUSTOMERS.**

8 A. Seemingly Staff's testimony does contradict itself. Specifically, Ms. Feeser
9 acknowledges that "Staff finds credible in the absence of evidence demonstrating
10 otherwise" that CenturyLink did not *intentionally* disconnect customers.² Yet Ms. Feeser
11 goes on to claim that support exists for a finding that CenturyLink acted intentionally
12 because "it believes it was allowed to suspend customers' service."³ Staff is ignoring that
13 CenturyLink suppressed the vast majority of suspensions (approximately 96%, as
14 discussed below); thus, it is unclear how Staff can credibly contend that CenturyLink
15 intentionally suspended customers for non-payment. In the same paragraph in her
16 testimony, Ms. Feeser acknowledges the absence of evidence to support intentional
17 disconnection, and then proceeds to suggest that the company acted intentionally. Ms.
18 Feeser got it right in the first instance. There is absolutely no evidence that CenturyLink
19 acted intentionally in any way. To the contrary, CenturyLink earnestly attempted to
20 navigate (with greatly reduced personnel company-wide) the varying requirements of
21 many states. CenturyLink acted intentionally to suppress business as usual collection

² Feeser, Exh. BF-1T at 5:20-21.

³ Feeser, Exh. BF-1T at 5:22.

1 activities and was largely successful, as I will demonstrate in later portions of this
2 testimony.

3 **Q. WITH REGARD TO SELF-REPORTING OF VIOLATIONS, HOW DO YOU**
4 **RESPOND TO STAFF’S CONCLUSION THAT CENTURYLINK DID NOT**
5 **SELF-REPORT?**

6 A. I do concur that Staff reached out to CenturyLink to inquire about customer
7 disconnections during the pendency of Proclamation 20-32.2. As Ms. Feeser explains,
8 Staff was actively looking into the effects of the COVID pandemic and reached out to
9 CenturyLink as part of that process.⁴ While I coordinated the company’s response to
10 Staff’s inquiry, I required assistance of other CenturyLink personnel because internal
11 efforts to implement measures to comply with Proclamation 20-32-2 predated my
12 employment with the company. It was not until Staff’s inquiry led CenturyLink to
13 discover that (despite specific processes and safeguards having been overwhelmingly
14 successful in preventing disconnections), a small fraction of customers had slipped
15 through the safeguards and had been disconnected. Therefore, while Ms. Feeser is correct
16 that CenturyLink did not self-report, neither Staff nor CenturyLink was aware of the few
17 disconnections until CenturyLink discovered them and then reported them in its
18 responses to Staff’s inquiries. As Ms. Feeser acknowledged in her testimony, the
19 company was responsive and cooperative while working through Staff’s investigation in
20 this regard.

⁴ See Feeser, Exh. BF-1T at 3:14-16.

1 **Q. YOU NOTE THAT CENTURYLINK WAS OVERWHELMINGLY SUCCESSFUL**
2 **IN PREVENTING INVOLUNTARY DISCONNECTIONS OF RESIDENTIAL**
3 **CUSTOMERS. CAN YOU PROVIDE MORE DETAIL?**

4 A. Yes, Order 03 finds that CenturyLink improperly disconnected and/or suspended a total
5 of 923 residential customers during the pendency of Proclamation 23-32.2. To put a finer
6 point on it, the Complaint (at paragraph 35) states that CenturyLink improperly
7 disconnected 180 residential customers and improperly suspended 743 residential
8 customers. As CenturyLink explained in response to the Staff’s pre-complaint discovery,
9 CenturyLink typically *suspends* approximately 1,500 residential voice accounts *per*
10 *month*. As such, a projected 25,500 residential voice accounts in Washington would
11 likely have been suspended had CenturyLink not taken appropriate steps to prevent such
12 treatment.⁵ Thus, CenturyLink suppressed a projected 96% of suspensions during the
13 effective period of the Proclamation. As for involuntary *disconnections*, CenturyLink
14 estimates that it involuntarily disconnects over 500 residential customers *per month*. As
15 such, a projected 8,500 residential voice accounts in Washington would have been
16 disconnected had CenturyLink not taken appropriate steps to prevent such treatment.
17 Thus, CenturyLink suppressed a projected 98% of suspensions during the effective period
18 of the Proclamation.

19 **Q. IF THE 923 INVOLUNTARY DISCONNECTIONS AND SUSPENSIONS WERE**
20 **UNINTENTIONAL, HOW DID THEY OCCUR?**

21 A. During the Keep America Connected (“KAC”) pledge period (which expired at the end
22 of June 2020), CenturyLink’s disconnection functionality was universally suppressed for

⁵ See Investigation Report (Docket UT-210902), March 2022, Attachment F.

1 all jurisdictions. When the KAC pledge expired, there was no longer a nationwide
2 suspension/disconnection prohibition, meaning that the company reinitiated its typical
3 collections systems and practices. A number of states, including Washington, continued
4 to maintain restrictions beyond expiration of the KAC pledge. Those requirements varied
5 broadly among those states and contained substantial nuances as to affected service,
6 prohibited activity and time period.

7 For Washington, the company ran several custom scripts designed to extract potential
8 suspensions and disconnections. The actual extractions required manual intervention by
9 billing agents. While those agents were largely successful in removing potential
10 suspensions/disconnections from the queue, a small number of them trickled through due
11 to human error. Either the agent simply missed removing a particular customer from the
12 queue or mistyped the commands to remove the customer. In some cases, the agent may
13 have also misunderstood the instructions and allowed the suspension/disconnection to
14 flow through. As noted below, however, the company's manual process was
15 overwhelmingly successful and most interruptions of service were prevented.

16 **Q. STAFF TESTIMONY INDICATES NO AWARENESS OF CORRECTIVE**
17 **ACTIONS TAKEN BY CENTURYLINK TO RECTIFY DISCONNECTIONS AND**
18 **SUSPENSIONS.⁶ DID CENTURYLINK TAKE STEPS TO ADDRESS THE**
19 **DISCONNECTIONS FOUND WHILE RESPONDING TO THE STAFF DATA**

⁶ "Staff is aware that the Lumen companies corrected other issues related to the proclamation, such as refunding improperly corrected fees, but Staff is not aware of the Lumen companies correcting the disconnections and suspensions." Feeser, Exh. BF-1T at 6:20-22.

1 **REQUESTS? IF SO PLEASE DESCRIBE THE STEPS CENTURYLINK TOOK**
2 **TO CORRECT THE VIOLATIONS AND REMEDY ANY IMPACTS.**

3 A. After learning that a small fraction of CenturyLink’s total customers in Washington had
4 been inadvertently disconnected, CenturyLink reached out to those affected customers to
5 offer reconnections free of any non-recurring charges. Approximately 10% - 15% of
6 customers contacted reconnected and the company processed adjustments for fees billed
7 to credit those back to the customer. Staff acknowledges that CenturyLink’s prompt
8 corrections and remedies likely warrant mitigation.⁷

9 **Q. IN HER TESTIMONY, MS. FEESER INDICATES SHE IS UNAWARE OF ANY**
10 **STEPS THAT CENTURYLINK HAS TAKEN TO PREVENT FUTURE SIMILAR**
11 **VIOLATIONS.⁸ PLEASE COMMENT ON THE LIKELIHOOD OF**
12 **RECURRENCE OF SIMILAR DISCONNECTIONS.**

13 A. First and foremost, Proclamation 20-32.2 is no longer in effect (and hasn’t been for well
14 over a year), hence there is no possibility of recurrence. Should a future event require
15 similar safeguards against disconnections for non-payment under extraordinary
16 circumstances, the underlying data querying and manual processes to CenturyLink billing
17 and provisioning systems remain available and could more swiftly be implemented.
18 Moreover, lessons learned from the small number of human errors in implementing the
19 manual processes have been duly noted and would be corrected for in any future
20 circumstance.

⁷ Feeser, Exh. BF-1T at 8:21-23.

⁸ See Feeser, Exh. BF-1T at 7:8-9.

1 **Q. HAS THE COMMISSION ISSUED ANY DECISIONS THAT SPEAK TO**
2 **SCENARIOS LIKE THIS IN THE CONTEXT OF WHETHER PENALTIES ARE**
3 **APPROPRIATE WHEN THERE IS NO CHANCE OF RECURRENCE?**

4 A. Yes, it has. The Assigned Administrative Law Judge in Docket UT-190209, a complaint
5 case against CenturyLink based on a 2017 9-1-1 outage, made exactly this point in the
6 Initial Order (denying Staff’s complaint) of which neither Staff nor Public Counsel
7 sought review. At the time of the Initial Order, CenturyLink had been replaced as the 9-1-
8 1 provider in Washington by another company. In that initial order, the ALJ states:

9 Even if we were to conclude that the outage violated RCW
10 80.36.080 and WAC 480-120-450(1), we would not assess a
11 penalty for the violations. ‘The Commission’s ultimate objective
12 in any enforcement action is to obtain compliance with applicable
13 law.’ [footnotes omitted] Penalties primarily provide an incentive
14 to comply with legal requirements. * * * CenturyLink no longer
15 even provides 911 service under contract with WMD. Assessing
16 penalties under these circumstances would provide no incentive
17 whatsoever for CenturyLink to comply with applicable law.⁹
18

19 **Q. NEAR THE END OF HER TESTIMONY, MS. FEESER INDICATES THAT SHE**
20 **IS UNAWARE OF ANY EXISTING CENTURYLINK COMPLIANCE**
21 **PROGRAMS.¹⁰ PLEASE COMMENT ON THAT PORTION OF HER**
22 **TESTIMONY.**

23 A. CenturyLink maintains numerous programs and processes to comply with a vast number
24 of rules and regulations in the states in which the company conducts operations. If in her
25 testimony Ms. Feeser intends to refer specifically to compliance programs for
26 Proclamation 20-32.2, the Proclamation long ago expired and thus there is no reason or

⁹ Docket UT-190209, Order 03 at ¶ 30 (Initial Order).

¹⁰ See Feeser, Exh. BF-1T at 7:19.

1 basis for a compliance program in that specific instance. Nevertheless, and as set forth
2 earlier in my testimony, if a future event requiring similar safeguards against
3 disconnections for non-payment were to occur, the necessary processes for conducting
4 data queries and the procedures needed to analyze the data extracted from the
5 CenturyLink billing and provisioning systems have been established and can quickly be
6 inserted back into a production environment.

7 **Q. EARLIER IN YOUR TESTIMONY YOU REFERENCED THE COMMISSION'S**
8 **POLICY STATEMENT FROM DOCKET A-120061 ON PUBLIC SERVICE LAW**
9 **ENFORCEMENT. WERE THERE ANY OTHER FACTORS CONTAINED**
10 **WITHIN THAT POLICY STATEMENT THAT YOU BELIEVE SHOULD BE**
11 **CONSIDERED IN THIS INSTANCE?**

12 A. Yes, I believe two factors are worthy of further comment. The first is the consideration of
13 the size of the company. While Ms. Feeser's consideration of size focused solely on the
14 gross intrastate revenues of the affiliated Lumen companies, in this particular instance it
15 is important to consider the size of the company in terms of the number of jurisdictions in
16 which it operated at the time Proclamation 20-32.2 was made. In 2020 the affiliated
17 Lumen incumbent local exchange carriers operated in 36 states across the nation.
18 Ensuring compliance with ever changing pandemic rules and regulations across those
19 states was a complex undertaking requiring substantially more effort on concurrent
20 billing and provisioning projects than usual. The pandemic circumstances also
21 necessitated swift changes to management of programs such as the federal Lifeline
22 program, which placed further demands on company resources already stretched thin.

1 The second factor I would focus on from the policy statement in Docket A-120061 is the
2 number of customers affected. At the time of Proclamation 20-32.2, the Lumen affiliated
3 incumbent local exchange carriers had more than 436,000 retail access lines in service in
4 Washington. That figure is inclusive of both residential and business accounts. When the
5 923 disconnected/suspended lines are divided by the total of retail access lines in service
6 at the time of disconnection, 0.02%, or one-fifth of one percent, of all lines were
7 inadvertently disconnected. If expressed as percentage of retail access lines alone, the
8 disconnected percentage would be far lower than the already small percentage. Through
9 this analysis CenturyLink is by no means suggesting that the disconnections were
10 insignificant. To the contrary, these inadvertent disconnections should not have occurred
11 and as sincerely expressed earlier, the company regrets the occurrences, and this analysis
12 is intended to demonstrate that given the relatively small portion of disconnects to the
13 entire population of retail access lines, there is no way to look upon this event in any
14 fashion other than an unintentional error during a tumultuous and unprecedented period
15 of time.

IV. CONCLUSION

16 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

17 A. Yes, except for an important reiteration of a key concept and one final observation. This
18 regrettable incident occurred during a time when CenturyLink's billing and provisioning
19 personnel were experiencing enormous workloads across 36 states under circumstances
20 not previously encountered. While 923 disconnections/suspensions should not have
21 occurred, the vast majority of other possible disconnects were protected via safeguards
22 installed during this time. As Staff has correctly observed, these disconnections were

1 certainly not intentional, and CenturyLink has fully cooperated with Staff during its
2 investigation and took corrective actions. The likelihood of recurrence is zero as
3 Proclamation 20-32.2 expired in September 2021. Moreover, the lessons learned
4 pertaining to these disconnections during the pandemic crisis have been duly noted and
5 archived by CenturyLink, which further reduces the likelihood of recurrence should a
6 similar proclamation occur in the future. In its discretion, the Commission should decline
7 to penalize CenturyLink, consistent with the enforcement factors identified in Docket A-
8 120061. If the Commission opts to penalize CenturyLink, a penalty of \$100 per violation
9 would be appropriate. And with those observations my response testimony is concluded.