

**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

CROSS-ANSWERING TESTIMONY OF

PETER GOSE

ON BEHALF OF

CENTURYLINK

February 17, 2023

TABLE OF CONTENTS

I. INTRODUCTION 1

II. SCOPE AND SUMMARY OF TESTIMONY 1

III. DISCUSSION..... 2

LIST OF EXHIBITS

Exh. PJG-4C: Two Custom Scripts Created by CenturyLink IT Personnel

Exh. PJG-5C: Internal Run Document Used by Century Link IT Personnel

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

5 **Q. ARE YOU THE SAME PETER GOSE WHO FILED RESPONSE TESTIMONY IN**
6 **THIS DOCKET IN NOVEMBER 2022?**

7 A. Yes, I am.
8

9 **II. SCOPE AND SUMMARY OF TESTIMONY**

10 **Q. WHAT IS THE PURPOSE OF YOUR CROSS-ANSWERING TESTIMONY?**

11 A. In my cross-answering testimony I respond to several of the contentions set forth in the
12 testimony of Public Counsel witness Corey Dahl as they pertain to the Commission's
13 policy statement promulgated in Docket A-120061.
14

15 **Q. AS A BASIS FOR THIS CROSS-ANSWERING TESTIMONY, PLEASE BRIEFLY**
16 **SUMMARIZE YOUR RESPONSE TESTIMONY FILED IN THIS DOCKET IN**
17 **NOVEMBER 2022.**

18 A. My response testimony explained why the Commission should, in its discretion, decline to
19 penalize CenturyLink or, if the Commission chooses to issue penalties, impose penalties
20 of \$100 per violation. My testimony accentuated the entirely unintentional nature of the
21 violation and the extraordinary circumstances facing CenturyLink at the time of its errors

1 that gave rise to this case. I concluded my response testimony with descriptions of the
2 steps taken by the company to rectify the consequences of the entirely inadvertent
3 disconnections that are the subject of this complaint.

4 5 **III. DISCUSSION**

6 **Q. WHAT IS YOUR GENERAL IMPRESSION OF THE OBSERVATIONS MADE** 7 **BY PUBLIC COUNSEL WITNESS DAHL?**

8 A. Mr. Dahl's assertion that the inadvertent disconnections were somehow intentional and
9 willful is simply inaccurate. He presents no evidence of intentionality. As CenturyLink
10 has demonstrated, the company engaged in numerous constructive and largely-successful
11 efforts to prevent the disconnection of subscribers during the pendency of Proclamation
12 20-23.2. Suggesting that a carrier followed a set of procedures to suppress disconnections
13 and willfully disconnected an exceptionally small number of subscribers defies logic. Mr.
14 Dahl cites to statements made by former CenturyLink employees confirming that the
15 company would adhere to Proclamation 20-23.2¹ and notes that a small number of
16 disconnections occurred.² From this, he leaps to the conclusion that 932 disconnections
17 occurred with determined intent, even claiming that CenturyLink was "racing" to
18 disconnect customers.³ He is mistaken.

19

¹ Dahl, Exh. CJD-1T at 15:7-9 and 12-14.

² Dahl, Exh. CJD-1T at note 45.

³ Dahl, Exh. CJD-1T at 15:14-15.

1 **Q. DO YOU CONCUR WITH MR. DAHL’S CONTENTION (PAGE 15:3-4) THAT**
2 **THAT CENTURYLINK WAS NOT IN COMPLIANCE FOR THE DURATION OF**
3 **PROCLAMATION 20-23.2?**

4 A. No. First and foremost, as set forth in my response testimony, CenturyLink deeply regrets
5 that any of its subscribers were mistakenly disconnected while the Governor’s Proclamation
6 was in place. Nevertheless, while 923 suspensions/disconnections occurred, the company had
7 hundreds of thousands of subscribers during that period and thousands of other disconnections
8 were successfully suppressed and prevented. As has been demonstrated, CenturyLink (while
9 scrambling to deal with the impacts of the COVID-19 crisis on its staffing levels) employed
10 thoughtful methods to suppress disconnects in complex billing and provisioning systems not
11 otherwise designed for unconventional requirements of varying, short-term disconnection
12 restrictions.⁴ Information Technology (“IT”) department personnel created and ran these
13 custom scripts, which are small sections of software code, to specifically identify and extract
14 any potential suspensions and disconnections so they would be removed from the ordinarily-
15 applicable collection queue. A copy of two such scripts is provided as Exh. PJG-4C. IT
16 personnel worked with employees in CenturyLink’s credit risk department to manually
17 implement the scripts on a daily basis. A copy of an internal run document used by
18 CenturyLink IT personnel is provided as Exh. PJG-5C. Despite the challenges of
19 implementing manual processes involving personnel from multiple departments, those efforts
20 by and large were successful. The very fact that substantial efforts were made to keep
21 disconnections from occurring speaks volumes that the relatively few disconnections that did
22 occur were anything but intentional.

⁴ Gose, Exh. PJG-1T at 8:7-15.

1 **Q. MR. DAHL CLAIMS (PAGE 16:10-11) IT IS DIFFICULT TO ARGUE THAT THE**
2 **DISCONNECTIONS THAT OCCURED WERE UNKNOWINGLY COMMITTED.**
3 **WHAT ARE YOUR THOUGHTS ON HIS OBSERVATION?**

4 A. His observations are simply unsupported conjecture. Public Counsel's assertion that the
5 disconnections were not unknowing, but rather the company willfully disconnected 923
6 subscribers over a 17-month period, contradicts the evidence and common sense. For instance,
7 Mr. Dahl asserts as evidence of CenturyLink's *willful* conduct that CenturyLink later asserted
8 its understanding that the Governor's Proclamation barred disconnections, but not
9 suspensions.⁵ But this contention makes no sense. Regardless of whether CenturyLink
10 counsel later expressed an opinion as to whether the Proclamation limited suspensions, the
11 Company suppressed suspensions throughout the 17-month period. As I explained in my
12 Response Testimony,⁶ the Company successfully prevented an estimated 96% of suspensions
13 for non-payment. This is a clear indication that the company's intention was to *prevent*
14 suspensions, regardless of whether or not the Proclamation (strictly speaking) prohibited such
15 collection activity.

16
17 Public Counsel presents no possible motivation the company may have had to willfully
18 disconnect a very small subset of subscribers, while suppressing 96-98% of such suspensions
19 and disconnections. Especially since the steps required to suppress the suspensions and
20 disconnections were labor-intensive, during a period the company itself was experiencing
21 drastic staffing shortages. Public Counsel's narrative lacks any logical basis. Though certainly
22 not the case, if there had been a willful disconnection scheme, it begs the question as to why

⁵ Dahl, Exh. CJD-1T at 13:8-12.

⁶ Gose, Exh. PJG-1T at 7:1-13.

1 the company would have disconnected such an extremely small fraction of its customer base.
2 I note this not to minimize the impact on affected customers, but to highlight the absurdity of
3 arguing (especially with no evidentiary basis) that the company intentionally violated the law
4 in this context.

5 Further, CenturyLink was not even aware of the inadvertent disconnections until Staff issued
6 informal data requests in January 2022. Company personnel had established processes to
7 prevent suspensions and disconnections and were under the belief that they were working
8 (which they by and large were).

9
10 **Q. THE LIKELIHOOD OF RECURRENCE IS ANOTHER THEME VISITED IN MR.**
11 **DAHL’S RESPONSE TESTIMONY (PAGES 19:15 – 20:8). PLEASE COMMENT**
12 **ON HIS OBSERVATIONS WITH RESPECT TO THIS PARTICULAR FACTOR.**

13 A. Mr. Dahl first admits that it is “unknown if the Company will face a similar Proclamation
14 or requirement to cease disconnections and fee collection [in the future].” Logically,
15 Public Counsel’s (and the Commission’s) consideration of this factor should end here
16 given the admissions that the relevant legal restriction has lapsed and that there is no
17 known restriction reemerging in the future. The Commission found that CenturyLink
18 violated WAC 480-120-172 because the Governor’s Proclamation suspended the
19 Company’s authority to involuntarily disconnect residential customers based on non-
20 payment. When the Proclamation expired at the end of September 2021, the Company’s
21 authority to disconnect customers, consistent with WAC 480-120-172, was reinstated. As
22 such, it is entirely unclear how the Commission can find that a violation is “likely to
23 recur” when the underlying restriction is no longer in effect. Mr. Dahl skips past this, and
24 pivots to relying on Ms. Feeser’s very equivocal statement that “Staff is not aware of any

1 steps that CenturyLink has taken to prevent future similar violations.”” Uncertainty about
2 future compliance with currently non-existent restrictions should not be the basis for
3 imposing maximum penalties.

4 In this regard I refer to my Response Testimony. Specifically, I set forth that, should a
5 future event require similar safeguards against disconnections for non-payment under
6 extraordinary circumstances, the underlying data querying and manual processes to
7 CenturyLink billing and provisioning systems remain available and could more swiftly be
8 implemented. Moreover, lessons learned from the small number of human errors in
9 implementing the manual processes have been reviewed and corrected and the company
10 will be even more careful in any future circumstance. Further, Public Counsel propounded
11 data requests seeking clarification on the automated and manual steps employed by the
12 Company. But above all Proclamation 20-23.2 is no longer in effect and accurately
13 predicting a future public emergency is virtually impossible.

14
15 **Q. DO YOU AGREE WITH MR. DAHL’S (PAGES 25:14 – 26:8) CONTENTION**
16 **THAT THE COMPANY DOES NOT MAINTAIN COMPLIANCE PROGRAMS?**

17 A. No, I do not. CenturyLink maintains numerous programs and processes to comply with a
18 myriad of rules and regulations in the states in which it operates. Seemingly Mr. Dahl’s
19 testimony refers specifically to compliance programs for Proclamation 20-32.2, the
20 Proclamation that long ago expired. There is no reason or basis for a compliance program
21 in that specific instance now that the Proclamation has expired. Though having said such,
22 if a future event requiring similar safeguards against disconnections for non-payment were
23 to occur, the necessary processes for conducting data queries and the procedures needed to

1 analyze the data extracted from the CenturyLink billing and provisioning systems have
2 been established and can quickly be inserted back into a production environment. Mr.
3 Dahl should be well aware of these capabilities given that the Company provided in
4 discovery hundreds of pages of computer program scripts containing the necessary code to
5 suppress disconnections.

6
7 **Q. MR. DAHL (PAGES 17:13 – 18:5) ARGUES THAT CENTURYLINK WAS**
8 **“MINIMALLY COOPERATIVE,” AND THAT PUBLIC COUNSEL FINDS IT**
9 **“CONCERNING,” BECAUSE IT TOOK EXTRA TIME TO RESPOND TO**
10 **STAFF’S DATA REQUESTS. DO YOU AGREE WITH MR. DAHL?**

11 A. No, and neither does Staff. Ms. Feeser’s testimony (page 6) acknowledges that “the
12 Company was cooperative and mostly responsive.” Mr. Dahl ignores Staff’s conclusion
13 on this enforcement factor, and presses for maximum penalties. Mr. Dahl likewise ignores
14 that the information Staff sought (and the company ultimately produced) is difficult to
15 extract from the company’s billing systems. CenturyLink explained these challenges to
16 Staff in February 2022 (see Exhibit BF-3, page 5), and it appears Staff accepted
17 CenturyLink’s explanation. Yet Public Counsel seeks to substitute its judgment for Staff’s
18 as to CenturyLink’s responsiveness to Staff’s inquiries.

19
20 **Q. DO YOU HAVE ANY OTHER OBSERVATIONS ABOUT MR. DAHL’S**
21 **TESTIMONY?**

22 A. Yes. In Order 03 (issued July 29, 2022), the Commission made clear that late payment

1 charges and reconnection fees were and are outside the scope of this proceeding.⁷ Yet Mr.
2 Dahl seemingly defies the Commission's order (which public Counsel did not challenge)
3 and implores the Commission to penalize CenturyLink the maximum based on the late
4 payment charges and reconnection fees.⁸

5
6 **Q. IS YOUR RECOMMENDATION ON APPLICATION OF PENALTIES THE**
7 **SAME NOW AS IT WAS AT THE TIME OF THE FILING OF YOUR RESPONSE**
8 **TESTIMONY?**

9 A. Yes, it is. I continue to believe that in its discretion, the Commission should decline to
10 penalize CenturyLink, consistent with the enforcement factors identified in Docket A-
11 120061. If the Commission opts to penalize CenturyLink, a penalty of \$100 per violation
12 would be an appropriate upper bound.

13
14 **Q. DOES THIS CONCLUDE YOUR CROSS-ANSWERING TESTIMONY?**

15 A. Yes, it does.

⁷ Order 03 ¶20 (“Public Counsel, however, proposes that the Commission consider 243 additional service disconnections, as well as late fees and reconnection fees that Lumen charged while the Proclamation was in effect. We decline to do so in this docket. The Complaint established the scope of this proceeding and does not include any allegations with respect to those matters...”).

⁸ Dahl, Exh. CJD-1T at 6:9-16 and 27:3-16.