



STATE OF WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

621 Woodland Square Loop S.E. • Lacey, Washington 98503

P.O. Box 47250 • Olympia, Washington 98504-7250

(360) 664-1160 • TTY 1-800-833-6384 or 711

July 25, 2024

**NOTICE OF BENCH REQUESTS
(Due August 5, 2024, by 5:00 p.m.)**

RE: *In the Matter of the Petition of the CenturyLink Companies – Qwest Corporation; CenturyTel of Washington; CenturyTel of Interisland; CenturyTel of Cowiche; and United Telephone company of the Northwest to be Competitively Classified Pursuance to RCW 80.36.320, Docket UT-240029*

TO CENTURYLINK:

BENCH REQUEST NO. 1:

For CenturyLink witness Peter Gose:

Please identify the number of road relocations or rerouting the Washington State CenturyLink Incumbent Local Exchange Carriers (ILECs) experienced within Washington during the time period from January 2023 through June 2024, as well as how many customer locations were impacted by these road moves.

BENCH REQUEST NO. 2:

For CenturyLink witness Peter Gose:

Referring to settlement testimony at PJG-30T at 15:16-24, witness Gose indicates the Company obtained a quotation from CostQuest Associates for BSLF [Broadband Serviceable Location Fabric] access for the ILEC states in which it operates. Please provide the estimated cost or a cost quote from CostQuest to obtain a Washington specific map for a one-year period.

BENCH REQUEST NO. 3:

For CenturyLink witness Peter Gose:

Provision 8 of the Settlement states that CenturyLink will provide enhanced service credits after a customer submits a trouble ticket and the service is restored. Will CenturyLink be

proactively monitoring outages, initiating repairs, and providing applicable service credits to customers or is the enhanced credit process incumbent upon a customer notifying CenturyLink of any outage or service issue?

- a. If the Company does have the ability to proactively monitor for outages or service issues, what does that process look like from CenturyLink's point of view?
- b. Does CenturyLink plan to utilize some type of notification system or process to automate this work?
- c. In the event CenturyLink does discover a service issue, is there a timeframe for when CenturyLink will dispatch a technician?

BENCH REQUEST NO. 4:

For CenturyLink witness Peter Gose:

In the past, CenturyLink has offered customers a Price-For-Life plan that ensures their monthly recurring rates will not change as long as a customer's account remains in good standing. When a customer enrolls in such a plan they likely assume that CenturyLink will provide the service for the duration of the plan. How does CenturyLink plan to honor any Price-For-Life commitments to Washington customers if the Company proposes to discontinue service in an area?

- a. How many customers in Washington currently subscribe to a Price-For-Life plan for standalone copper wire telephone service?
- b. How many customers in Washington currently subscribe to a Price-For-Life plan for internet services?

TO CENTURYLINK AND COMMISSION STAFF:

BENCH REQUEST NO. 5:

For CenturyLink witness Peter Gose and Staff witness Sean Bennett:

With regard to the proposed customer notice (Attachment B of the Settlement Agreement), would the settling parties be willing to allow Commission Staff's Consumer Protection Division and Public Counsel to provide additional review of the proposed customer letter if the Commission were to approve the Settlement Agreement?

- a. Under Provision 9 subsection c of the Settlement Agreement, the Company has agreed to reach out to customers that may be subject to discontinuance via phone, mail, and email (if the Company has an email address on file). What do the settling parties propose if the Company is unable to make contact with a customer if they are experiencing a service outage or service issues?
- b. Will the Company dispatch a service technician to the service address if it cannot reach a customer via phone, mail, or email?

BENCH REQUEST NO. 6:

For CenturyLink witness Peter Gose and Staff witness Sean Bennett:

Provision 3 of the Settlement Agreement provides for a five-year stay out period. Provision 3 subsection b states "At any time after the initial five (5) years of the AFOR, any party, including the Commission, Commission Staff, or Public Counsel, may review and seek adjustments to or replacement of the AFOR."

- a. Does this five-year stay-out period preclude the Commission or any settling or non-settling party from revisiting the case before the five-year period elapses?

- b. If CenturyLink customers continue to see widespread service quality issues can the Commission or any other party raise the issue before the Commission prior to the end of the five-year term?

BENCH REQUEST NO. 7:

For CenturyLink witness Peter Gose and Staff witness Sean Bennett:

In rural areas within Washington, cellular service providers (both fixed wireless and mobile wireless) may serve as the carrier of last resort providing crucial access to emergency services. Can both parties provide any market practices, applicable rules and/or statutes that pertain to back-up battery capabilities for cellular towers in Washington?

- a. How long must (or, if not required, typically do) battery back-ups provide service to cellular towers in the event of loss of electricity service?
- b. Does either party receive notification from cellular providers when a cell tower goes offline or is unable to operate?

BENCH REQUEST NO. 8:

For CenturyLink witness Peter Gose and Staff witness Sean Bennett:

Under Provision 9, if CenturyLink identifies a challenging customer location (CCL) in a proposed discontinuance area, or a customer's dispute about CCL status is upheld and reasonable alternatives are not available, is the customer's service address considered a CCL or is the entire discontinuance area considered a CCL area. Please explain.

BENCH REQUEST NO. 9:

For CenturyLink witness Peter Gose and Staff witness Sean Bennett:

Under Provision 9, if neither wireless or fixed internet is reasonably available for a Low-Income Customer, CenturyLink will provide the customer with a credit equal to the lowest amount of installation or handset setup costs by mailing the customer a prepaid debit card at least 30 days prior to the discontinuance date. Please explain how does such a payment provide a low-income customer with a reasonable alternative to their current CenturyLink service?

Please respond to these Bench Requests no later than 5:00 p.m., August 5, 2024, by electronic filing with the Commission's Records Center. Please provide courtesy email copies to all parties and the presiding administrative law judge. If you have any questions concerning these requests, please contact Administrative Law Judge Michael Howard at 360-664-1139 or via email at michael.howard@utc.wa.gov.

In addition to the Bench Requests listed above, the Commission reminds the parties of the request on the record at the hearing to address the effect of certain Settlement language in the post-hearing briefs, which are limited to 60 pages. The Commission requests that the parties please include in the briefing the issue of whether Provision 8 generally, which requires the Company to award automatic credits for out of service or service that is not in working order, and subsection d of Provision 8 specifically, which indicates the automatic credits are in lieu of Commission assessed penalties associated with the failure to apply or not apply credit amounts, preclude the Commission from any enforcement action related to the same service quality issues? If the party argues that preclusion applies, please explain the basis for the

claim and whether preclusion applies retroactively prior to the date of the Commission's order, if the Commission approves the settlement.

/s/ Michael Howard

MICHAEL HOWARD

Administrative Law Judge

cc: All Parties