

Docket UT-240029

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,

**The CenturyLink Companies' Confidential Responses to
Bench Request Nos. 1-9**

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.

RESPONSE:

During 2023 and 2024, CenturyLink ILECs had a total of [REDACTED] road move projects active in some fashion in Washington. Not all were initiated or concluded in 2023 or 2024, but all were active at some point in 2023 and 2024. The total amount thus far expended on these [REDACTED] projects is [REDACTED].

This question also seeks “how many customer locations were impacted by these road moves.” Unfortunately, CenturyLink does not have that information for any of the road moves for which funds were requested prior to June 2023. For earlier projects, that information was not required or stored in the project management system. For the [REDACTED] projects for which CenturyLink does have customer impact information, [REDACTED] customers lines are impacted. Note these lines are not limited to copper voice, but also include services (including high speed internet) that are not regulated by the Commission. The projects range from [REDACTED] lines to [REDACTED] lines impacted.

RESPONDENT: Brett McKinney, Director Local Network, Mass Markets

REDACTED

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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.

RESPONSE:

Upon receiving Public Counsel's settlement testimony on July 12, 2024, CenturyLink undertook to obtain a one-year quote from CostQuest. That quote was finally received on July 26, 2024. CostQuest's quote is as follows:

Data Suite	Term of Use	Price
ServiceLandscape – State of WA	1 year	\$58,750
ServiceLandscape – State of WA	2 year	\$103,400
ServiceLandscape – State of WA	3 year	\$146,125

The [REDACTED] data suite includes the [REDACTED].

Should the Commission approve the settlement agreement conditioned upon CenturyLink's use of the CostQuest fabric, it is unclear when (if ever) CenturyLink would require that license. It will only become relevant if CenturyLink opts to pursue discontinuance of service in an area of Washington. Service discontinuance is not guaranteed, and there is no set timeframe. The above quote is only valid for [REDACTED], and thus pricing may vary should CenturyLink pursue a license in the future.

RESPONDENTS: Peter Gose, Director State and Local Government Affairs
Jacob Barlow, Government Operations Mgr, Public Policy and Compliance

REDACTED

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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?

RESPONSE:

A customer trouble ticket is required for automatic credits to be issued. CenturyLink is doing extensive programming to ensure that its repair and dispatch systems can communicate with its billing systems to provide the credits. A trouble ticket is required to initiate a repair, and for the systems to speak to one another.

a. Monitoring:

Some equipment and facilities in the CenturyLink local and IXC networks are monitored by the Network Operations Center ("NOC"). Monitored equipment contain alarms which trigger when denominated parameters are exceeded. There are thousands of different alarm conditions in the network, most leveraging the capabilities of the specific equipment and software. The NOC monitors the health of the network, issues reports in the event of major outages and (when appropriate) dispatches personnel to remedy equipment failures or performance issues.

Among the conditions monitored are low voltage, environmental (fan failure, door in cabinet/central office open, fire, temperature), air pressure (paper cable), low light (fiber optic networks), commercial power failures, loss of signal, loss of redundancy (primary and backup path), card/equipment malfunctions/failures, loss of visibility, performance monitoring, loss of frame and generator run lengths (if runs longer than parameters suggest).

Among the types of equipment (hardware) that are monitored include central office switches, transport systems (including trunking), high density transport carriers, digital loop carriers (including pair gains), DWDM (dense wave division multiplexer), DACS (digital access cross-connect system), electronic multiplexers. Some RTs have power monitoring and/or monitoring of connecting transport.

Equipment at customer premises is not typically monitored unless the customer procures a managed service.

Some software is also monitored. The NOC monitors the EMS (element management services) software (centralized servers and software that communicate with various pieces of network equipment). Lumen IT monitors RFM (real time fault monitor) and IAA (automation), Ticketing Console (ticketing system for NOC) (which are all extremely critical to ensuring that monitoring systems are operating), and NMA (older version of RFM). PSS/911 services are monitored by Lumen IT via RFM/NMA. Switch translations (specific software scripts designed to manage calls in/out of central office equipment) are also monitored (switch logs of escalations are generated and forwarded to the alarm system (automated process)).

b. Automating the credit system:

CenturyLink does not intend to, and is not able to, fully automate a system that would monitor for all service issues absent a customer inquiry. If the Commission is asking whether the credit system will be automated, yes. CenturyLink is doing extensive programming to connect its dispatch and billing systems so that credits are automatically applied for out-of-service and noise-on-line conditions.

c. Dispatch time:

There are not set timeframes for repair. The company dispatches repair technicians based on a number of factors, including the availability of skilled technicians and workloads. The company does prioritize POTS repair in its assignment of technicians. The company works to balance its installation and repair of both POTS and broadband services within its capacity and resources, but as a matter of policy prioritizes the repair of POTS out of service conditions. This is implemented through automated processes and manual intervention. This prioritization is encoded in the company's dispatch platform.

RESPONDENTS: John Bemis, Director Network Services Operations
Vinh Nguyen, Mgr Region Operations
Jonathon Pautz, Sr Mgr NOC
Kristopher Spong, Sr Director NOC
Paul Brown, Public Policy Director

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?

RESPONSE:

The Commission raises a fact pattern that was not considered by the settling parties as they poured through numerous scenarios with the goal of protecting customers in the event CenturyLink seeks to discontinue service to customers in an area in the future. Technically speaking, the price for life program (which was offered to customers in Washington between 2017 and 2021) included caveats would likely apply in this situation, including "CenturyLink may change, cancel, or substitute offers and services, or vary them by service area, at its sole discretion without notice." That said, CenturyLink would be open to exploring providing a price for life customer a gift card (or discussing other alternative solutions with the customer), as a courtesy, in the event CenturyLink seeks to discontinue service to an area, there are no CCLs in the area (meaning, that only enhanced notice is required) and a voice customer subscribed to a price for life plan is among the voice customers that would be impacted by the discontinuance. Depending on the customer's location, it is possible that CenturyLink or its affiliates may also be able to offer a VoIP solution to the customer.

- a. There appear to be [REDACTED] CenturyLink customers in Washington subscribed to a Price for Life plan for standalone copper wire telephone service.
- b. There appear to be [REDACTED] CenturyLink customers in Washington subscribed to a Price for Life plan for standalone internet service.

RESPONDENTS: Peter Gose, Director State and Local Government Affairs
Vicky Lambert, Director Marketing
Matthew Haxmeier, Sr Lead IT Systems Analyst, Public Policy

REDACTED

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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?

RESPONSE:

Yes, CenturyLink is open to further input on the form of the customer notice appended to the proposed AFOR.

- a. In the unlikely event that CenturyLink that a CenturyLink customer in a hypothetical area of discontinuance is out of service, and CenturyLink becomes aware of such (for instance, by receiving a fast busy signal when calling), CenturyLink is open to dispatching a service technician to provide the notice. CenturyLink anticipates that the customer would still receive the notice by mail and email. Nevertheless, CenturyLink is open to dispatching a technician in this very unlikely scenario.
- b. Yes, see response to a.

RESPONDENT: Peter Gose, Director State and Local Government Affairs

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?

RESPONSE:

- a. The intention is for there to be a 5-year stay out period. The above-referenced Provision 3 is not intended to preclude the Commission or any party from exercising their existing rights and authority under statute or the Commission's rules. Without opining on a legal question, it is Mr. Gose and CenturyLink's response that either the Commissions or any settling party is entitled pursuant to WAC 480-07-875(1) to revisit Provision 3 or any other settlement provision. However, any amendment to a Commission-approved Settlement Agreement must comply with the Commission's post-order process, including WAC 480-07-875.
- b. CenturyLink respectfully disagrees with the premise that there are "widespread service quality issues." That aside, the proposed AFOR does not alter the Commission's jurisdiction over CenturyLink's retail service quality at all or relative to the current, expiring AFOR.

RESPONDENTS: CenturyLink Legal
Peter Gose, Director State and Local Government Affairs

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?

RESPONSE:

It is CenturyLink's understanding that there are currently no federal or state level requirements mandating battery backups at cellular towers. CenturyLink understands that the FCC has considered imposing battery backup requirements for cellular towers, but has not found federally mandated battery backup requirements for cellular towers to be necessary. Service providers, however, often maintain backup power at cellular towers and have heavily invested in emergency preparedness.

As part of its 2022 rulemaking to update its requirements for wireless providers in emergency and disaster situations, the FCC specifically sought comment on backup power requirements for cell towers. [86 FR 61103, 61110](#). See Exhibit BR7a. The Cellular Telecommunications and Internet Association (CTIA) explained that wireless providers have already invested significantly in emergency preparations including permanent generators at critical cell sites and backup battery power at other sites. [CTIA, Resilient Networks Comments pp. 5, 16-17 \(Dec. 16, 2021\)](#). See Exhibit BR7b

Verizon filed comments in the same proceeding in which it explained how it deploys backup power and the challenges it faces during a disaster. First, use of backup power at any specific site depends on numerous factors including state or local zoning and environmental regulations, engineering constraints, the likelihood of power loss, and where coverage may be available from adjacent cell tower sites. [Verizon, Resilient Networks Comments, p. 22 \(Dec. 16, 2021\)](#). See Exhibit BR7c. Second, in restoring service after a disaster, site access and debris removal are the most significant challenges. Backup power provides limited benefit if Verizon's technicians are unable to access the cell towers due to road closures. *Id.* at 21. Finally, Verizon highlighted that requiring backup power may adversely impact the deployment of 5G which relies on smaller facilities installed throughout urban and suburban areas. *Id.* at 22. [AT&T, Competitive Carriers Association, Wireless Infrastructure Association](#), and [USTelecom](#) echoed Verizon's points in their comments. See Exhibits BR7d-g.

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Ultimately, the FCC declined to include any backup power rules for cellular towers in the Mandatory Disaster Response Initiative it adopted for mobile wireless providers. [47 C.F.R. § 4.17](#); [87 FR 59329](#).

RESPONDENT: CenturyLink Legal

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.

RESPONSE:

Yes, the customer's location would be considered a CCL. In that event, CenturyLink can either submit the entire area of discontinuance for Commission approval, or it can remove the CCL from the proposed area of discontinuance. Only if there are no CCLs (after CenturyLink has completed the notice and challenge processes outlined in Section 9) can CenturyLink move forward with enhanced notice, instead of approval.

To clarify the language of the question, an area that contains one or more CCLs is not considered a "CCL area" as a matter of semantics. As an illustrative example, imagine CenturyLink seeks to discontinue service to an area of Pierce County that contains 15 CenturyLink local customers. If 13 of those customer locations are non-CCLs and 2 are CCLs, CenturyLink must seek approval to discontinue service to the entire area. If CenturyLink alters its plan and shrinks the area of discontinuance to exclude the 2 CCLs, CenturyLink would be able to proceed with enhanced notice (assuming, of course, that the FCC has allowed the discontinuance to proceed).

RESPONDENT: Peter Gose, Director State and Local Government Affairs

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?

RESPONSE:

This question reflects potential misunderstanding of the Section 9.b.ii.3. If neither wireless nor fixed internet services are available within the specified benchmarks, the location will be considered a CCL and Commission approval will be required should CenturyLink pursue discontinuance. If services meeting the speed and price benchmarks are available at the location, and if the customer at that location is low income (as specified by Section 9.b.ii.3.c), subsidies or alternative services will be made available as specified in Section 9.b.ii.3-5. Those subsidies are designed to assist the low income customer to transition from CenturyLink POTS to the reasonable alternative services available to them.

The question appears to be based on an interpretation that Section 9.b.ii.6 pertains to low income customer locations where neither wireless nor fixed internet service is available. That is not correct. Instead, subsection 6 is clarifying that the subsidies apply to customers who are not already subscribing to those alternative services (as those customers will not require assistance to transition) and clarifying that if multiple alternative services are available, CenturyLink will be responsible to subsidize the least expensive qualifying alternative service.

RESPONDENT: Peter Gose, Director State and Local Government Affairs