

Docket No. UT-240029 - Volume V

**In the Matter of the Petition of the Qwest Corporation,
et al.**

March 12, 2025



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BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

CENTURYLINK COMPANIES - QWEST)
CORPORATION; CENTURYTEL OF)
WASHINGTON; CENTURYTEL OF)
INTERISLAND; CENTURYTEL OF)
COWICHE; AND UNITED TELEPHONE) Docket No. UT-240029
COMPANY OF THE NORTHWEST)
)
to be Competitively Classified)
Pursuant to RCW 80.320)

IN PERSON AND VIDEOCONFERENCE
SETTLEMENT HEARING
VOLUME V

Lacey, Washington
(Some participants appeared via videoconference)

DATE TAKEN: March 12, 2025
REPORTED BY: Andrea L. Clevenger, RPR, CCR #3041

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JUDGE: AMY BONFRISCO

COMMISSIONERS:

CHAIR BRIAN RYBARIK
ANN RENDAHL
MILT DOUMIT

* * * * *

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LACEY, WASHINGTON; MARCH 12, 2025
9:01 a.m.
-o0o-

JUDGE BONFRISCO: All right. Let's be on
the record.

Good morning. Today is Wednesday, March 12th,
2025, and the time is 9:01 a.m. My name is Amy
Bonfrisco, and I am an administrative law judge with the
Washington Utilities and Transportation Commission, and
I'm co-presiding with the commissioners.

We are here today for a settlement hearing in
Docket UW-24 -- sorry -- UT-240029, which is captioned
"In the matter of CenturyLink Companies petition for A4
classification."

The commission convened this hearing to
consider CenturyLink's petition for competitive
classification, and specifically, CenturyLink and staff
requested the commission approve a settlement providing
for an updated alternative form of regulation or A4.

With that, I'd like to take short appearances
starting with CenturyLink.

MR. SHERR: Good morning, Judge. Good
morning, commissioners. Adam Sherr on behalf of
CenturyLink.

1 (Pages 327 to 330)

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1 COMMISSIONER RENDAHL: Can you speak into
2 your microphone? It's not quite working.

3 JUDGE BONFRISCO: Mr. Sherr, is it working?

4 MR. SHERR: There it is. Okay. We got
5 there. It's a good start.

6 JUDGE BONFRISCO: Okay. Perfect.

7 MR. SHERR: Good morning, Judge,
8 commissioners. Adam Sherr on behalf of CenturyLink.

9 JUDGE BONFRISCO: And with you today?

10 MR. SHERR: With me today is our witness
11 Peter Gose.

12 JUDGE BONFRISCO: Okay. Perfect. Thank
13 you.

14 And staff?

15 MR. ROBERSON: Good morning, Judge
16 Bonfrisco, commissioners. My name is Jeff Roberson.
17 I'm an AAG representing staff. With me at counsel table
18 is my colleague Cassie Jones. And appearing for staff
19 as a witness is Sean Bennett.

20 JUDGE BONFRISCO: Thank you, Mr. Roberson.

21 And public counsel?

22 MR. ROBINSON O'NEILL: Good morning,
23 commissioners. Tad Robinson O'Neill on behalf of the
24 Public Counsel Unit of the Attorney General's Office.

25 On the line is Jean Marie Dreyer, who is our

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1 understanding that some of the evidence is subject to
2 protective order of highly confidential information. So
3 if counsel intends to question their witness about costs
4 or anything specific to that confidential data, just
5 alert me and the commissioners so that if, for any
6 reason, we need to exclude anybody who hasn't signed a
7 confidentiality agreement, we can do so.

8 And, you know, as far as exhibits, I circulated
9 a draft with the party on March 7th, and then, being
10 informed by Commissioner Rendahl, realized there was
11 reordering of two of the exhibits, which were corrected.

12 So just for the record, previously, Peter
13 Gose's testimony in support of the settlement was
14 labeled as PG -- sorry -- PJG-33T. It's now PJG-42T.
15 And for Sean Bennett, SB-29CT is now being referred to
16 as SB-37CT. It's basically the same exhibits just being
17 relabeled for the record.

18 I don't believe we have any motions today; is
19 that correct?

20 MR. ROBERSON: No. But I do have one issue
21 we should deal with before we get to the witnesses.

22 JUDGE BONFRISCO: Okay. Perfect.

23 MR. ROBERSON: I want to handle that.

24 JUDGE BONFRISCO: So why don't you proceed?

25 MR. ROBERSON: We have a correction to the

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1 witness. She apologizes for not being able to make it
2 here in person.

3 JUDGE BONFRISCO: Okay. Thank you. And we
4 will, when we get to the bench questions, start with her
5 first. Okay. Perfect.

6 So I just want to give a little roadmap. I'll
7 begin with just talking about the plans for today.
8 First, we'll just briefly touch upon the admission of
9 the prefiled exhibits and testimony, which will be
10 fairly brief.

11 Then we'll allow for brief opening statements,
12 which is limited to ten minutes per party. And then I
13 think we should be pretty quick today. But I'm thinking
14 if we need a break, we'll take it at about 11:00, unless
15 any of the parties object to that or prefer a different
16 time, and hopefully we'll wrap up before lunch, but if
17 not, you know, we can break for lunch.

18 And just -- we have participants both on Zoom
19 and present here today, so just keep your microphones
20 muted unless you're speaking, and if you're observing on
21 Zoom today, also just keep that muted.

22 And if you're having any technical issues, just
23 let me know. I'll be monitoring the chat, and we can
24 address that if that comes up.

25 As far as confidential information, it's my

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1 settlement. So if you turn to Pages 11 and 12 of the
2 settlement -- it's the last minute that kills you.

3 So Subsection D on Page 11, the first line
4 reads, "Application of Section 9(B)(ii)(3)." It should
5 read 9(B)(iii)(6). The second line there has a
6 reference to 9(B)(ii). That should be 9(B)(iii).

7 And then on Page 12, Subsection 8, in the
8 middle of the page, there's another reference to Section
9 9(B)(ii) -- I think it's three. I scratched over it.
10 It should read 9(B)(iii)(6)(c).

11 JUDGE BONFRISCO: Thank you, Mr. Roberson,
12 for noting that for the record.

13 Are there any other questions or concerns at
14 this point?

15 COMMISSIONER DOUMIT: Nothing material. No,
16 just scrivener's --

17 MR. ROBERSON: No. Yeah. It was a -- you
18 look at a document for a year, and you lose the ability
19 to critically evaluate it, and we just all missed it.

20 COMMISSIONER DOUMIT: All right. Thank you.

21 CHAIR RYBARIK: That might answer my -- all
22 parties are in agreement these scrivener's errors are --

23 MR. SHERR: Exactly. We inserted
24 subsections from the first settlement to the second
25 settlement and missed a cross-reference. I take full

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1 responsibility.

2 CHAIR RYBARIK: All right.

3 COMMISSIONER RENDAHL: So follow-up
4 question, and this will save me a question in Mr. Gose's
5 testimony. There are similar references to 9(B)(ii)
6 that should be 9(B)(iii), or is there also the issue
7 with Subsection 3 and Subsection 6?

8 I can give you the page references if you want
9 them.

10 MR. SHERR: Commissioner, are you referring
11 to the appendix testimony where he has a red line
12 version of the --

13 COMMISSIONER RENDAHL: No. In his
14 testimony, there is two places on Page 15 of his
15 testimony at Line 9 and Line 13.

16 Maybe I'm using the wrong page number. Let's
17 see. I think it might be --

18 JUDGE BONFRISCO: Are you looking at Page
19 14?

20 MR. SHERR: So, yes, Commissioner Rendahl.
21 Looking at it one by one, the reference on Page 15, Line
22 9 of Mr. Gose's testimony should be changed.

23 COMMISSIONER RENDAHL: You can share the
24 correct reference if it's not just three little I's.

25 MR. SHERR: It should be three little I's.

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1 just note that as we go through, that would be great.

2 MR. SHERR: Yes. We will.

3 JUDGE BONFRISCO: All right. Great. Thank
4 you.

5 I know I reached out to the parties in advance
6 about the ordering of the witnesses and, basically, in
7 paneling the parties in accordance with WAC 480-07-479.
8 So what I'll do is I'm going to ask all the witnesses to
9 take the stand simultaneously, and then I'm going to
10 swear them in individually. And this is really just to
11 allow more fluid questioning for the commissioners, and
12 just a more efficient proceeding given that we're
13 dealing with a settlement hearing today. I guess with
14 that, I believe all the parties did not object prior but
15 just want to confirm for the record. Are parties in
16 agreement with that?

17 MR. ROBINSON O'NEILL: No objection.

18 JUDGE BONFRISCO: No objection?

19 MR. ROBERSON: No objection.

20 MR. SHERR: No objection.

21 JUDGE BONFRISCO: Okay. Thank you. Okay.
22 With that then, I will start with CenturyLink.

23 Mr. Gose, if you could raise your right hand.

24 PETER GOSE, having been first duly sworn
25 testified as follows:

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1 COMMISSIONER RENDAHL: Okay. So on Line 9
2 and on Line 13. And then there's also -- on Page 17 on
3 Line 7, there's a similar two little I's to three little
4 I's.

5 MR. SHERR: That's exactly right.

6 COMMISSIONER RENDAHL: Okay. So with those,
7 I don't think we have any cross-references in
8 Mr. Bennett's testimony, but thank you. I just wanted
9 to clarify that.

10 MR. SHERR: Apologies for that.

11 COMMISSIONER RENDAHL: It saves me a
12 question.

13 JUDGE BONFRISCO: I guess with that my next
14 question is, do the parties stipulate to the admission
15 of the prefiled exhibits?

16 MR. ROBINSON O'NEILL: Public counsel does.

17 JUDGE BONFRISCO: Public counsel does?

18 Thank you.

19 MR. ROBERSON: Staff does.

20 JUDGE BONFRISCO: Okay. Thank you, staff.

21 MR. SHERR: CenturyLink does as well. There
22 may be corrections as we just indicated. Mr. Gose has a
23 couple of minor corrections as well. So, yes, we
24 stipulate to --

25 JUDGE BONFRISCO: Okay. Great. And if you

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1 JUDGE BONFRISCO: Thank you, Mr. Gose.
2 And Mr. Bennett?

3 SEAN BENNETT, having been first duly sworn
4 testified as follows:

5 JUDGE BONFRISCO: Okay. And, Ms. Dreyer, I
6 believe you are online with us. And if you could raise
7 your right hand.

8 JEAN MARIE DREYER, having been first duly sworn
9 testified as follows:

10 JUDGE BONFRISCO: All right. Thank you.

11 And with that, I'm going to turn it over to the bench if
12 the bench has any questions.

13 COMMISSIONER RENDAHL: Do we want to -- do
14 we want to hear opening statements?

15 JUDGE BONFRISCO: Oh, yes. My apologies.
16 Thank you.

17 COMMISSIONER RENDAHL: But, yes, we do have
18 some questions, but we'd like to hear from the parties
19 first.

20 JUDGE BONFRISCO: Yes, my apologies. So if
21 he could start with Mr. -- sorry -- CenturyLink for
22 opening statements.

23 MR. SHERR: You bet. Thank you, Judge.

24 Good morning, commissioners and ALG Bonfrisco.
25 My name is Adam Sherr. I'm an assistant general counsel

3 (Pages 335 to 338)

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1 for CenturyLink and have worked for the company for
2 nearly 24 years. Appreciate the opportunity to briefly
3 address the commission today.

4 As you know, CenturyLink has been under its
5 current alternative form of regulations since 2014, and
6 the expiration and replacement of the current A4 has
7 been on the table for many years.

8 The global pandemic led to several one-year
9 extensions, and CenturyLink appreciates the commission's
10 forbearance during those years. The commission made it
11 clear, beginning a couple years ago, that it wanted the
12 replacement of the A4 to be resolved once and for all.

13 It's been quite a journey since that point.
14 CenturyLink opened up discussions with staff and public
15 counsel in mid-2023 and filed a petition for competitive
16 classification under RCW 86.320 in January of 2024.

17 After a great deal of discovery and two rounds
18 of testimony, the parties engaged in extensive
19 settlement negotiations. On July 1st of last year,
20 staff and CenturyLink entered a detailed settlement
21 agreement. It was opposed in some respects by public
22 counsel, and the commission ultimately rejected it as a
23 good start but not a fully acceptable resolution. That
24 occurred in the order 06 in this proceeding.

25 The parties took the commission's input to

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1 Can you pull the mic closer for those online? Thank
2 you. Sorry, Mr. Sherr.

3 MR. SHERR: No problem. I took that as a
4 compliment.

5 COMMISSIONER RENDAHL: Not enough caffeine.

6 MR. SHERR: Of paramount importance to the
7 settlement parties, CenturyLink included that no
8 existing CenturyLink landline customer is left without
9 suitable service in the event CenturyLink discontinues
10 service to an area. The new Section 9 significantly
11 increases the number of CCLs, closed customers, who will
12 receive the greatest protection in the event of
13 potential discontinuance, and shifts more burden from
14 customers to CenturyLink to ensure that alternative
15 services are validated prior to CenturyLink moving
16 forward through a notice process as opposed to an
17 approval process.

18 Even more transparency will be given to the
19 process via the pilot program aspects of Section 9D.
20 And annual limitations have now been placed on the
21 number of CenturyLink petitions and affected customers.

22 Regulation of CenturyLink is, to be candid, a
23 challenging puzzle to solve. CenturyLink has a tiny
24 market share and lacks market power over any customers,
25 let alone having a significant captive customer base.

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1 heart and went back to the drawing board, ultimately
2 leading to a second settlement agreement between the
3 company and staff, and that's why we're here today.

4 Public counsel, while not a signatory, does not
5 oppose the second settlement, which I take as a
6 significant development.

7 Key to the second settlement is that the
8 parties addressed each of the specific concerns raised
9 by the commission in order of 6. In their testimony,
10 CenturyLink witness Gose and staff witness Bennett
11 walked through each commission concern and each solution
12 to those concerns.

13 We believe we have now presented the commission
14 a settlement that even more fairly balances the interest
15 of consumers and the company.

16 The first settlement was quite complex. It
17 contained nine different sections. Through order of 6,
18 the commission seemed to only take issue with the one
19 section, Section 9, relating to potential discontinuance
20 of service.

21 The new settlement largely preserves the
22 structure and benefits of the first settlement but
23 further strengthens customer protections under Section
24 9.

25 COMMISSIONER RENDAHL: Mr. Gose, I'm sorry.

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1 CenturyLink has been run over by its intermodal
2 competitors, who are largely or entirely beyond this
3 commission's purview.

4 While many legislatures and state commissions
5 elsewhere have deregulated CenturyLink or dramatically
6 reduced their oversight, they're still searching for the
7 right balance in Washington.

8 The settlement before you today is a reasonable
9 compromise. It provides some additional company
10 flexibility as compared to the current A4, but also
11 retains strong bias towards the protection of the most
12 vulnerable of CenturyLink's remaining customers.

13 I appreciate your time and we look forward to
14 answering your questions. Thank you very much.

15 JUDGE BONFRISCO: Thank you, Mr. Sherr.
16 With that, I'd like to turn to staff for opening
17 statements.

18 MR. ROBERSON: Good morning, Judge
19 Bonfrisco, Chair Riboribo, Commissioner Rendahl,
20 Commissioner Doumit.

21 As counsel has explained, before you today is
22 no longer the dispute between staff and the company
23 about whether or not it is subject to effective
24 competition. The question is whether or not the
25 commission should adopt the settlement that has been

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1 entered into between staff and public counsel and which
2 is not opposed -- or between staff and CenturyLink and
3 is not opposed by public counsel.

4 Under WAC 480-07-700 and the commission orders
5 interpreting it, whether or not the commission will
6 adopt the settlement boils down to three questions. The
7 first one is whether or not the terms of the settlement
8 are lawful. The second question is whether or not
9 adoption of the settlement is consistent with the public
10 interest. And the third question is whether adoption of
11 the settlement is supported by an adequate record.
12 Staff submits that the answer to each and every one of
13 those questions is yes.

14 Beginning with the first question, which is
15 whether or not the terms of the settlement are lawful,
16 the legislature has empowered this commission to
17 regulate telecommunications companies under an
18 alternative form of regulation in A4 if changes in the
19 marketplace or the technology used to provide a service
20 make traditional rate-based rate of return regulation no
21 longer the most efficient or effective means of
22 achieving the state's public policy goals.

23 Now, ten years ago, the commission determined
24 that the marketplace and the technological changes --
25 that it occurred, but prompted those changes in the

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1 or streamlining of the regulatory process, improvement
2 of service quality, the fostering of competition or
3 diverse services in Washington, and the achievement of
4 what you might call fair, reasonable, and just rates.

5 This A4 advances each of those categories of
6 public policy goals. I'll march through them one by
7 one. The first one is the protection or the promotion
8 of universal service. This A4 treats CenturyLink
9 largely as effectively a competitive company with
10 guardrails installed to make sure the consumers are
11 protected, and both of those flip sides of the -- the A4
12 coin are relevant to the promotion or protection in the
13 universal service.

14 By treating CenturyLink as a competitive
15 company, it's able to concentrate, marshal its
16 resources in order to roll out new services to unserved
17 or underserved communities, which advances universal
18 service. The flip side, the -- the guardrails to
19 protect consumers, as counsel discussed, Term 9 of the
20 A4 is all about making sure that no customer is stranded
21 without service, which means that the Commission has a
22 means to make sure that universal service is protected.

23 Excuse me. The second set of policy goals, the
24 second category, is the promotion or the streamlining of
25 the -- the administering process. By largely treating

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1 marketplace had reached the point where traditional
2 rate-based rate of return regulation was no longer
3 appropriate for companies like CenturyLink.

4 The market has not reverted to the type of
5 monopoly service provider, you know, that existed before
6 the Telecommunications Act of 1996, and we have not
7 arrested or reversed technological change. So the
8 Commission's findings there remain as good today as they
9 were then. The -- the just traditional rate-based
10 rate-of-return regulation is not appropriate in today's
11 marketplace. That makes the regulation pursuant to an
12 A4 appropriate and lawful, which brings us to the second
13 question, whether or not adoption of the settlement is
14 consistent with the public interest.

15 Here, we are helped by the fact that the
16 legislature has set out a number of criteria or policy
17 goals that illustrate or illuminate what the public
18 interest is. You can find those in RCW 80.36.135,
19 Subsection 2, which are the public policy goals to be
20 achieved by an A4, and in RCW 80.36.300, which is just
21 the general state telecommunications policy goals.

22 And if the Commission looks at those lists side
23 by side, I think you'll find that you can group those
24 public policy goals into five separate categories. They
25 are the promotion of universal service, the improvement

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1 CenturyLink as a competitive or classified company
2 subject to these guardrails, the company is subject to a
3 number of automatic waivers that reduce the Commission's
4 kind of regulatory oversight of the company. It's
5 replaced by market oversight.

6 So this A4 certainly reduces -- it streamlines
7 the administrative process as compared to rate-based
8 rate-of-return regulation, which theoretically is the
9 alternative if, you know, we don't have a competitive
10 classification or an A4 at the end of this proceeding.

11 But it also -- it -- it strips out a couple of
12 terms in the old A4 that staff agreed are just no longer
13 appropriate. They're kind of reporting requirements,
14 and so it achieves -- this A4 achieves that second
15 policy goal.

16 The third set of policy goals is the fostering
17 of -- or the improvement of service quality. Here, two
18 terms in the A4 are relevant. The first is
19 Subsection 8, Section 8, however you want to call it,
20 which is the service quality credit, and basically, what
21 that says is if CenturyLink fails to deliver service in
22 accordance with the Commission's service quality
23 criteria, which are found in WAC 480-120-401 or 411, I
24 think, CenturyLink has to automatically credit the
25 customer for a day's cost of service, and if it fails to

5 (Pages 343 to 346)

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1 automatically do that or improperly calculates the
2 credit, it has to double the credit. That is intended
3 to incent the company to improve its service quality.

4 Now, I will note here, at last hearing, there
5 was some discussion as to whether or not that eliminated
6 the Commission's kind of oversight over quality of
7 service, and the parties were agreed then -- they're
8 still agreed -- the Commission retains jurisdiction and
9 oversight over the underlying quality of service issues,
10 which means, theoretically, the potential to pursue a
11 complaint, and so this is an incentive that's above what
12 exists currently.

13 The second quality of service term that's
14 relevant is the wholesale obligation term, which makes
15 clear that CenturyLink retains its wholesale
16 obligations, which include its carrier-to-carrier
17 service obligations. So, again, the A4 is structured to
18 preserve and improve the company service quality.

19 The -- I believe it's the fourth set of public
20 policy goals is the promotion of competition and the
21 making available of a diverse supply of
22 telecommunications services in the state.

23 Again, by treating the company as effectively a
24 competitive company but with these guardrails, the A4 is
25 intended to allow CenturyLink to compete and others to

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1 an adequate record. We've killed reams of trees in
2 terms of exhibits and testimony that have been admitted,
3 spreadsheets. Holy man, there's a lot of spreadsheets
4 with a lot of cells and rows. You have access to all of
5 those.

6 Staff submits that that provides a more than
7 adequate justification or record for adopting the
8 settlement, so staff urges you to adopt the settlement
9 without condition.

10 JUDGE BONFRISCO: Thank you so much,
11 Mr. Roberson.

12 Mr. Tad Roberson O'Neill [sic], you may
13 proceed.

14 MR. ROBINSON O'NEILL: Thank you. I would
15 describe public counsel's position with respect to the
16 settlement as deeply ambivalent in the true meaning of
17 that word, meaning we have strong feelings in both
18 directions, and our lack of a position is not from lack
19 of consideration or concern, but because we are torn,
20 and I'm glad that I'm not in the decision-making
21 capacity here.

22 There -- in Washington, we are in the midst of
23 a transition in universal service from the old copper
24 wire system that was built and maintained by government
25 funding under the promise that it would be there for

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1 compete with CenturyLink but at the same time, you know,
2 make sure that no consumer is harmed by that. The
3 competition should be -- how to best put this?

4 Consumers in areas that don't -- where CenturyLink
5 doesn't face effective competition will experience the
6 benefits of competition in other areas where CenturyLink
7 does face that competition through the prohibition on
8 geographic deaveraging of prices.

9 And then the last term is -- the last set of
10 policy goals concern prices, and I just kind of hinted
11 at how that works here. CenturyLink does face
12 competitive pressures in the state's urban cores. Staff
13 doesn't question that. In those urban cores, that
14 competition drives its prices down.

15 The problem is there are areas in the state,
16 primarily rural pockets, where CenturyLink does not face
17 that competition. By preventing the geographic
18 deaveraging of the company's monthly recurring rates and
19 nonrecurring rates, the price pressures in those urban
20 cores are felt in the rural pockets, and so all
21 customers benefit from pricing. Basically, the market
22 sets a fair price because there's free and open
23 competition.

24 The last question before you today is whether
25 or not this adoption of the settlement is supported by

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1 customers in rural Washington where competition is
2 insufficient to prompt construction of those networks.

3 We are now in the midst of government funding,
4 although federal priorities may be changing, of a switch
5 to a new technology, and that switch to a new technology
6 is going to be dislocating to people who are norm --
7 used to their landlines and are relying on them.

8 And there are legitimate and reasonable
9 concerns about the reliability of a new -- of cellphone
10 network or satellite in rural areas of Washington where
11 topography and -- and radio signal propagation makes
12 cell service less reliable, particularly in the context
13 of emergencies as the wildfire in California have taught
14 us. This is a legitimate concern, that we need to have
15 in place a reliable and well-built wired connection to
16 the rest of the world.

17 Under the status quo currently, CenturyLink
18 could already come in and ask for a discontinuance. The
19 difference is that it would be in front of the
20 Commission and there would be a full set of process.
21 The settlement really is about whether or not it is
22 appropriate to change the process to assist CenturyLink
23 in discontinuing, and that makes us, public counsel,
24 deeply concerned.

25 We don't know what this commission would do

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1 with a petition to discontinue a small -- a section of
2 line in southwest Washington in the mountains because it
3 has -- it's not in front of us. We're kind of in the
4 dark.

5 And so the process that is in place, if we're
6 going to allow that discontinuance, needs to provide the
7 ability for consumers to raise their concerns and to
8 have them adjudicated fairly.

9 The settlement is going to shorten that
10 process. It will remove UTC review, and that has to be
11 done with extraordinary caution.

12 We also believe that the settlement is a
13 legitimate and long work process that may well be better
14 for consumers even though it's going to remove UTC full
15 process review, and that's because CenturyLink has --
16 has agreed to improve notice to consumers. It has
17 agreed to size limitations, meaning that this will not
18 be large areas but very small areas on an annual basis,
19 which allows for both staff and public counsel to do
20 adequate reach out in the case that there is going to be
21 a discontinuance, but it also includes benefits to the
22 consumers from support from CenturyLink for a transition
23 to the new technologies, including financial assistance
24 as well as additional improvements in quality control
25 for CenturyLink, a company that has struggled with

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1 service quality.

2 Those benefits are honestly better than what we
3 would have if CenturyLink were to decide to file a
4 petition today with the notice -- the 30-day notice
5 requirements and a full commission review. So I don't
6 know how to balance the challenge to process, which is
7 fundamental to our system of government, against the
8 benefits that this settlement offers and puts us in this
9 situation where -- all I can say is that we're
10 ambivalent.

11 This is a -- a significant improvement on the
12 last settlement proposal. It's a risk. And I think
13 fundamentally, public counsel is in a watchful and
14 guarded position. We intend to use the -- the trial
15 period, the pilot program, to see if this works, to see
16 if the amount of notice that we get and the amount of
17 data that is going to be collected does provide a
18 benefit for customers, and if it doesn't, we anticipate
19 raising our concerns with the commission inside of that
20 trial period.

21 So we're not willing to support it because it
22 does fundamentally tamper with our process, which has
23 been proven over centuries to be, if not the best, then
24 the -- the best we can do, but we're also not opposing
25 it because we do think this is -- this may have

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1 significant improvement in quality and assistance to
2 people managing this transition from their landlines to
3 new technologies with which they may not yet be
4 comfortable.

5 JUDGE BONFRISCO: Thank you, Mr. Robinson.

6 With this, are there any questions from the
7 parties before we proceed?

8 Okay. Great. Are there any questions from the
9 bench?

10 COMMISSIONER RENDAHL: Yes, there are.
11 Did -- did you need to make additional corrections to
12 Mr. Gose's testimony before we get going?

13 MR. SHERR: Just a couple.

14 COMMISSIONER RENDAHL: Okay.

15 MR. SHERR: Should I proceed, Judge?

16 JUDGE BONFRISCO: Yes. Thank you.

17 EXAMINATION

18 MS. SHERR: Good morning, Mr. Gose. Do you
19 have before you what's been marked as Exhibit PJG-42T?

20 MR. GOSE: Yes.

21 MR. SHERR: You may need to pull that a
22 little closer to you.

23 MR. SHERR: And was this prepared by you or
24 at your direction?

25 MR. GOSE: Yes.

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1 MR. SHERR: Do you have any corrections to
2 your testimony?

3 MR. GOSE: In addition to the --

4 COMMISSIONER RENDAHL: I'm not sure the
5 microphone is on yet.

6 MR. SHERR: There we go.

7 THE WITNESS: Oh, it's blinking.

8 COMMISSIONER RENDAHL: Blinking.

9 THE WITNESS: Let's try.

10 COMMISSIONER RENDAHL: When it's solid
11 green, you should be good.

12 MR. SHERR: There you go.

13 COMMISSIONER RENDAHL: I think you're good
14 now. Nope. You just turned it off.

15 THE WITNESS: There we go.

16 MR. SHERR: Mr. Gose, do you have
17 corrections to your testimony?

18 MR. GOSE: Yes. In addition to the three
19 corrections pointed out by Mr. Rendahl, there are two
20 additional to make.

21 MR. SHERR: Please go ahead.

22 MR. GOSE: On the cover page, when we
23 correctly renamed the Exhibit PJG-42T, we used the date
24 of the correction, and on that cover page, it should --
25 the date should read that the testimony was filed on

7 (Pages 351 to 354)

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1 February 7th, 2025, revised on March 10th, 2025.

2 MR. SHERR: Thank you. Do you have another?

3 MR. GOSE: Just one more. If you'll turn to
4 Page 7, the first full sentence that begins on Line 6
5 and ends on Line 8 was not a portion of the first
6 settlement, but it is a construct of the second
7 settlement. So that sentence that reads, If a customer
8 does not respond to the notice, CenturyLink will also
9 dispatch a knowledgeable employee to ensure the customer
10 is aware of the proposed discontinuance and to answer
11 any questions, should be removed as, again, it was not
12 part of the first settlement but is a portion of the
13 second.

14 MR. SHERR: Thank you. Any other
15 corrections?

16 MR. GOSE: No.

17 MR. SHERR: Okay. And with those
18 corrections, is your testimony true and correct to the
19 best of your knowledge?

20 Mr. Gose, is -- is -- with those corrections,
21 is your testimony true and correct to the best of your
22 knowledge?

23 MR. GOSE: It is.

24 MR. SHERR: Okay.

25 Thank you, Judge.

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1 JUDGE BONFRISCO: Thank you.

2 Are there any other corrections needed for the
3 record?

4 No. Okay. Hearing none -- again, and --

5 CHAIR RYBARIK: Can I just make sure I
6 understand that last correction?

7 EXAMINATION

8 CHAIR RYBARIK: If I'm reading the question
9 correctly, the reason you're making the correction, if I
10 understand, is that is describing the first settlement,
11 and this nonresponse dispatching a knowledgeable
12 employee was not part of the first settlement, but it is
13 part of the second settlement?

14 MR. GOSE: Correct.

15 CHAIR RYBARIK: Got it.

16 CHAIR RYBARIK: Thank you.

17 JUDGE BONFRISCO: Thank you for clarifying
18 that for the record.

19 COMMISSIONER RENDAHL: Okay. Good morning,
20 everyone. Thanks. And this is for all the -- for all
21 the parties, for each of the witnesses, including Jean
22 Marie Dreyer.

23 So if you look at the settlement agreement at
24 Page 8 of the agreement -- let me just make sure I have
25 the right page here. And this is referring to

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1 Section 9(b)(iii)(1). So that's the top of Page 8 of
2 the settlement.

3 This indicates that once CenturyLink provides
4 notice to the Commission, the Commission will hold a
5 work group to establish a record to determine the
6 appropriate mobile benchmark to be used to determine if
7 mobile service is available within a structure.

8 And so there's a few logistical questions about
9 this work group. And I'll start with the first
10 question. Should this benchmark be determined prior to
11 the first notification to the Commission or -- it
12 appears this is after. So just curious in terms of the
13 timing of the work group and the time needed to develop
14 that benchmark. So I guess I'll start with public
15 counsel's witness and your thoughts on that.

16 MS. DREYER: Good morning, Commissioners --
17 Commissioners. This is a question -- a great question
18 and one that we have not necessarily thought through
19 comprehensively as yet. I would give a cautious answer
20 that it might be reasonable to reverse the ordering to
21 establish the benchmark prior to the discontinuation
22 notice on a logical level.

23 That would be my impulse and my input there.

24 COMMISSIONER RENDAHL: Thank you.

25 Mr. Gose or Mr. Bennett, do either of you or

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1 both of you have thoughts on that?

2 MR. GOSE: I would concur with what Jean
3 Marie Dreyer has just mentioned, that perhaps doing it
4 in advance of any initial notice would help inform and
5 might even, you know, push further potential
6 discontinuances down the road if a benchmark is known
7 and you know you can adhere to that standard or not.

8 COMMISSIONER RENDAHL: All right.

9 Mr. Bennett.

10 MR. BENNETT: Thank you, Commissioner.

11 Chair, Your Honor, my understanding of this
12 term is that it's a notice but not necessarily a
13 discontinuance notice. So it essentially is two
14 separate notices. Maybe it's just not defined or
15 clarified very well.

16 So essentially, CenturyLink would advise us
17 that they are interested in moving forward with the work
18 group, and at that point, we would start a -- a staff
19 investigation so that each party could kind of provide
20 their information to help provide the commissioners with
21 a record of what an appropriate benchmark is.

22 So it -- they are two separate notices, but I
23 don't think that's clear in this.

24 COMMISSIONER RENDAHL: That -- that's
25 helpful clarification. Does -- would -- Mr. Gose and

8 (Pages 355 to 358)

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1 Ms. Dreyer, would you -- are you okay with that
2 clarification from staff in terms of how the settlement
3 should be interpreted?

4 MR. GOSE: Yes.

5 MS. DREYER: Yes.

6 COMMISSIONER RENDAHL: Okay. Thank you.
7 And so, secondly, do all of the parties involved here
8 have the technical expertise to provide meaningful input
9 analysis on -- on this mobile benchmark -- benchmark
10 question or do you need to retain -- I'm not sure the
11 company can, but do the other parties maybe need to
12 retain consultants or support for that? So just maybe
13 starting with -- with public counsel.

14 MS. DREYER: Yes. We appreciate the
15 question. The short answer is no. We do not -- excuse
16 me -- currently retain the expertise to evaluate this
17 benchmark. And we anticipate that we would rely heavily
18 on our collaboration with staff to determine whether or
19 not we need to engage an expert in this process. And it
20 may be, in fact, that working with staff, that provides
21 us with sufficient information to make a determination
22 and deliver our analysis, but we want to reserve the
23 right to come to that conclusion at a later date during
24 the process.

25 COMMISSIONER RENDAHL: Okay. Thank you.

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1 MR. GOSE: Nothing additional.

2 COMMISSIONER RENDAHL: Thanks. So that's
3 all I have on that topic, and then I defer to my
4 colleagues if they have follow-up or other questions.

5 COMMISSIONER DOUMIT: Yes, please, Your
6 Honor, if I might, I have a few questions around the
7 pilot program. I guess the first -- this is to
8 Ms. Dreyer.

9 Ms. Dreyer, you heard counsel, your counsel,
10 say that you would be, during the pilot program,
11 watchful and -- and guarded. And I think if this
12 settlement is approved, we're going to need that,
13 certainly, from everybody because we're stepping into an
14 unknown situation in this state, anyway. So I'm just
15 putting to you, Ms. Dreyer, this -- this is going to
16 take a lot of -- a lot of scrutiny, I think, as we go
17 through this pilot program.

18 Are you, public counsels, prepared, I guess, to
19 devote the necessary sort of review of this pilot as it
20 goes forward for -- for everybody's sake? I guess we
21 rely on your -- your -- your diligence on these things,
22 so -- but there's a lot going on. So I'm just putting
23 that question to you, if I might.

24 MS. DREYER: If I am interpreting your
25 question correctly, Commissioner, I -- we do have many

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1 And Mr. Bennett?

2 MR. BENNETT: Thank you.

3 The telecom team does wear many hats; however,
4 an engineer hat is not currently one of them. So we
5 would require outside -- an outside consultant to help
6 us develop that record and put forth recommendations to
7 the -- the commission that appropriately safeguard
8 consumers.

9 COMMISSIONER RENDAHL: Okay.

10 And, Mr. Gose, I'm sure the company has
11 sufficient expertise in this matter.

12 MR. GOSE: Yes, Commissioner. CenturyLink
13 internally has engineering staff that are versed in
14 radio frequency propagation and the ability to measure
15 those types of signals.

16 COMMISSIONER RENDAHL: Okay. Thanks.

17 And I think my last question here was -- was
18 dealing with -- relating to the first question. And I
19 was just concerned about this discontinuation process
20 unfolding without an appropriate benchmark, but it
21 sounds like that's not what the settlement envisions.

22 So I think my question there was answered by my
23 first question. Anything else on this topic that you
24 all want to share with us about how this would work?

25 MR. BENNETT: None for me.

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1 cases and dockets and matters that we balance
2 understandably, but as counsel put forth, this is a
3 matter that we take very seriously and absolutely would
4 be committed to investing due resources to. So this
5 is -- this is an ongoing case in which we feel the
6 scrutiny merits our involvement as much as possible. So
7 we would be thoroughly engaged going forward.

8 COMMISSIONER DOUMIT: All right. Thank you.
9 And you did understand my question and you answered it,
10 so thank you.

11 Just to all parties or any party, the pilot
12 will -- will look at discontinuances that include CCLs;
13 is that right?

14 MR. BENNETT: No.

15 COMMISSIONER DOUMIT: Okay. So before --
16 okay. So overall, CenturyLink still has the initial
17 determination of whether a CCL exists in an area. And
18 so I -- you -- and I'll go back to you to clarify now.
19 So I thought that under the pilot, even if those
20 discontinued areas included CCLs, that that would be
21 still subject to review, and you're telling me that's
22 not the case; is that right, Mr. Bennett.

23 MR. BENNETT: My understanding is that if
24 there's a discontinuance for an area that includes a
25 CCL, that is subject to the Commission's approval,

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1 period, and that approval process, in my mind, wasn't a
2 component of the pilot program. The pilot program
3 consists of areas with no CCLs initially identified.

4 However, through that process of CenturyLink
5 looking at the data after they've pulled it from the
6 FCC, then doing their own validation to make sure that
7 the service is actually available, then sending out
8 those notices to those individuals, those individuals
9 having the opportunity to challenge it, at that point,
10 they then kind of established who are CCLs and not, and
11 so they would only move forward if the area contains
12 zero CCLs, and it's only those non-CCL locations that
13 essentially would be a part of the pilot program.

14 COMMISSIONER DOUMIT: Okay. So -- so the
15 CCL determination is still CenturyLink's, essentially,
16 to make initially. Now, we have better noticed
17 provisions and better process around it, but, I mean,
18 that's still the case, correct.

19 MR. BENNETT: That's correct.

20 COMMISSIONER DOUMIT: Okay. Okay. Does
21 that -- does that give you any -- any pause for concern,
22 or do you think that the process that is now in effect,
23 including the notice, is sufficient because that's --
24 that's a key question now. Is CenturyLink's, you
25 know -- it's -- it's their discretion, essentially, you

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1 validate that that service is actually available at that
2 location. So by the time CenturyLink starts that
3 process, it's already been somewhat vetted at least
4 twice before that. Once that happens, they'll put
5 together the -- the information, and they'll provide it
6 to commission staff and public counsel within five days,
7 I believe it is, of filing that discontinuance, and --
8 and that will give us the appropriate time and the --
9 enough data to do our due diligence to do that important
10 work to ensure that there are no consumers that are
11 stranded as a part of this process.

12 So it is -- it will certainly be work, but it's
13 important work just to make sure that consumers are
14 protected.

15 JUDGE BONFRISCO: Commissioner Doumit, we do
16 have a question from Jean Marie Dreyer. She has her
17 hand raised -- or a response. My apologies.

18 MS. DREYER: That's okay.

19 Yeah. Just to add on and emphasize with Sean's
20 comments and address your question, Commissioner, public
21 counsel really envisions this public -- or the pilot
22 program period as an opportunity for public counsel to
23 make sure that the threshold between C CL and non-CCL
24 has been determined appropriately. So as Sean was
25 putting forth, you know, we would take the time to

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1 know, whether there's a CCL in this area or not.

2 Just opine, if you could, Mr. Bennett.

3 MR. BENNETT: Yeah. I think it
4 appropriately captures the right balance. On the one
5 hand, if there -- there was no process and CenturyLink
6 just was able to discontinue at will because they were a
7 competitive classification, there -- there would be
8 nothing. On the other hand, if they were still -- if
9 they weren't allowed a discontinuance, then there would
10 be no work. But this process does take work, and it
11 ultimately starts with CenturyLink, but it doesn't end
12 with CenturyLink.

13 And it actually starts before CenturyLink
14 because providers will be reporting their information to
15 the FCC. The FCC pushes back and validates on that
16 broadband availability information that they receive.
17 Once they've done that, they also publish that
18 information for the public for consumers to challenge.

19 So not only does the FCC initially challenge
20 broadband availability information. Consumers then have
21 the opportunity to challenge that information.

22 After consumers challenge that information with
23 this enhanced -- enhanced discontinuance notice, now
24 CenturyLink is going to then take that one step further
25 and actually go to the -- to the competitor's website to

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1 really engage with customers, especially those who
2 express concerns, who may not fit appropriately on one
3 side of the line or may have to be adjusted.

4 So that's how we are looking at this process
5 going forward.

6 COMMISSIONER DOUMIT: Okay. Thank you. I
7 have more questions, but, Chair, did you have a
8 follow-up on --

9 JUDGE BONFRISCO: No follow-ups, but Mr. --

10 CHAIR RYBARIK: I have a follow-up question.

11 JUDGE BONFRISCO: Yeah. Mr. Rybarik does.

12 CHAIR RYBARIK: Thank you. I think I just
13 want to jump in here. I have a couple questions
14 relating to a thread that just got brought up on FCC
15 data and this reliance on FCC data, whether it be the
16 fabric (phonetic) data and the availability data or the
17 benchmark data for pricing.

18 We're living in a time when accessibility of
19 information, data, money from the federal government is
20 not as certain as maybe it might have been when this
21 settlement discussion started.

22 Should that data not be available, it feels
23 like that first step, that entry point of understanding
24 the competitive marketplace might be less available to
25 customers, consumers, perhaps everybody in this room.

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1 Does that change in any way? If that data is
2 not available, how does that change the settlement? How
3 does that change how it operates?

4 MR. BENNETT: I can attempt to answer that
5 first. That's a -- that's a great question, Chair.

6 The requirement of the settlement -- well, the
7 settlement requires CenturyLink to use that information,
8 specifically the -- the broadband availability and the
9 mobile availability data. So if that information no
10 longer was available, it would be my assumption that
11 CenturyLink wouldn't be able to go forward with kind of
12 the discontinuance process as we -- as we developed.

13 As far as -- you kind of asked specifically for
14 the broadband availability data but then also the
15 pricing data because the price benchmark is something
16 that the FCC established. If that was no longer
17 available, then potentially, there could be language --
18 I guess maybe we would either freeze it at what it last
19 was, or maybe there would need to be some sort of other
20 language to -- to give some other method of true-up, but
21 I don't -- I don't know exactly what that would look
22 like, but that's a -- a great question.

23 CHAIR RYBARIK: Mr. Gose, same questions for
24 you.

25 MR. GOSE: Yeah. I concur, especially with

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1 place after that doesn't happen. So I just want to make
2 sure that's what you were concurring with, that that's
3 how everybody understands if that data is not available,
4 then the entry point into discontinuance doesn't exist.

5 MR. GOSE: I concur.

6 CHAIR RYBARIK: Okay. Thank you.

7 Oh, yeah.

8 JUDGE BONFRISCO: Ms. Dreyer?

9 MS. DREYER: Yeah. Sorry. I just wanted to
10 make an additional comment going to the point on absence
11 of federal data.

12 Public counsel just wants to make clear that,
13 if that were to occur, we would shift our position
14 firmly from ambivalence to opposition because we feel
15 that that data is crucial to a holistic and
16 comprehensive process with the full findings of fact, so
17 in the interest of having the greatest degree of
18 information accessible and possible, that's crucial for
19 our support.

20 JUDGE BONFRISCO: Thank you, Ms. Dreyer.

21 Mr. Doumit.

22 COMMISSIONER DOUMIT: Yes. Thanks.

23 Going back to the pilot program, just on -- the
24 commission can make changes to the pilot program up to
25 120 days after. The parties have the ability then to

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1 respect to the urban benchmark rates for pricing data,
2 that a freeze, you know, could be a potential to be
3 looked at, and, you know, if further down the road that
4 data continued not to be available, that a
5 Washington-specific, you know, study could be considered
6 at that point.

7 CHAIR RYBARIK: Okay. I appreciate the --

8 MR. ROBERSON: Judge Bonfrisco, I'm sorry.
9 If I could jump in just with a legal matter. They can't
10 testify to it, but the Commission's rules allow for the
11 modification of a final order. The settlement would be
12 adopted into that order. One of the grounds for
13 modifying a final order is unforeseen circumstances. The
14 unavailability of that data, should that happen, would
15 certainly be that, and I think the parties would move to
16 modify the settlement.

17 CHAIR RYBARIK: I appreciate that. Thank
18 you.

19 I want to just jump back in on the facts, I
20 guess, to some extent. Is -- that's great on the
21 pricing data. I just want to make sure on the
22 concurrence, Mr. Gose, that you said at the beginning.
23 I think an important point here is if that data is not
24 available, then that sort of condition in the settlement
25 doesn't take place, and ergo, every step that could take

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1 terminate. From the testimony, I think Mr. Gose and
2 Ms. Dreyer look like they're anticipating that the
3 parties could recommend some revisions if necessary as
4 well, and -- and so there were -- there is an option, I
5 think, to have that occur and come back before the
6 commission.

7 I'm -- under this, I'm wondering, is there --
8 is there something beyond termination that the parties
9 could do. The -- the agreement doesn't necessarily say
10 that, but it looks like the parties envision that, you
11 know, look, if there's concern by the Commission, the
12 parties can come forward and offer revisions to the
13 settlement agreement short of termination. Can you, for
14 the record, sort of walk us through how you envision
15 this could -- could work so that we have some clarity,
16 please?

17 MR. GOSE: If there were revisions that need
18 to be -- required to be made and CenturyLink and public
19 counsel and staff can all get together and come to a --
20 an agreement that, yes, that's an -- a revision of the
21 terms that we can all agree with, I would hope that we
22 could, you know, proceed and not have to terminate and
23 go through this whole process again, because litigating
24 is not -- Mr. Roberson referred to all the paper and
25 spreadsheets and stuff. To avoid that through some

11 (Pages 367 to 370)

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1 agreement, I think, would be a very beneficial
2 alternative.

3 COMMISSIONER DOUMIT: Do you agree,
4 Mr. Bennett, with that.

5 MR. BENNETT: I do. I think definitely
6 the -- the parties coming together, whether it's a
7 commissioner concern or a company concern or a public
8 counsel concern or a commission staff concern, really
9 any of us, if we, through this -- through this process
10 identify improvements or maybe this -- this all looks
11 great and amazing on -- on paper, but when it meets the
12 real world, it doesn't quite work the way that we
13 intended, any of us, I think, can definitely reach out
14 to the other parties to kind of have that conversation
15 to -- to see and put forth our ideas so that the process
16 can be improved without the -- the A4 being terminated.

17 I think throughout the settlement process, the
18 analysis, there was definitely a lot of communication
19 and negotiation through that process, and I -- I don't
20 expect that to end now.

21 COMMISSIONER DOUMIT: Ms. Dreyer, do you
22 concur?

23 THE WITNESS: We do concur, and we certainly
24 wouldn't want to have a -- another protracted process.
25 We would like to avoid that if possible. So the idea

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1 negotiation settlement agreement shall be admissible as
2 evidence in this or any other proceeding.

3 And it doesn't apply to non-privileged or
4 publicly available documents. But to the extent that
5 any documents were shared related to consumer complaints
6 or customer service complaints including internal UTC
7 information that might be the subject of a future formal
8 proceeding as well as any communications relating to
9 those, those are not prohibited from being admitted in a
10 later -- considered or admitted a future proceeding,
11 correct? That's not the -- that's not the intent of
12 this precedential effect statement?

13 MR. GOSE: I would defer to my counsel on
14 that, but in my personal estimation, it would not
15 preclude that at all.

16 COMMISSIONER RENDAHL: Okay.

17 MR. BENNETT: I too would defer to my
18 attorney. However, with that said, the complaint data
19 that we looked at and used in the initial staff
20 testimony was -- was really just high-level complaint
21 information that the UTC consumer protection staff
22 worked on and worked through. As part of expert witness
23 Jim Webber's testimony, they provided -- CenturyLink
24 provided trouble ticket data. And one of the
25 requirements of the settlement agreement is that

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1 that we would all convene and provide our input with one
2 another would be a far preferable mode, so --

3 COMMISSIONER DOUMIT: Thank you. I have
4 some questions later, but I defer for now. Thank you.

5 JUDGE BONFRISCO: Okay.

6 So, Commissioner Rendahl, I believe you have
7 the next question?

8 COMMISSIONER RENDAHL: Thank you. And so
9 this is for staff witness Bennett and CenturyLink
10 witness Gose, but, Jean Marie Dreyer, public counsel, if
11 you have a perspective on this, please -- please weigh
12 in.

13 Again, looking to the settlement agreement --
14 and this is -- this is the sort of preamble -- what I
15 call the boilerplate settlement language, and so this
16 may be something the attorneys have to weigh in on, but
17 I -- I would ask you both first.

18 On Section 9 of the -- of that agreement, it
19 talks about the precedential effect of the settlement.
20 And this question goes to the same issue that
21 Mr. Roberson addressed in his opening statement about
22 the impact of the settlement on the Commission's ability
23 to pursue customer service complaints.

24 And it -- it talks about, at the very end, that
25 no conduct statements or documents disclosed in the

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1 CenturyLink will provide trouble ticket and credit data
2 to staff within -- I believe it's ten days.

3 So any information that -- that would have been
4 provided as a part of that is already accessible to --
5 to commission staff as of -- as a requirement of the
6 settlement agreement.

7 COMMISSIONER RENDAHL: Okay. And, Jean
8 Marie Dreyer, I don't know if you have a comment on
9 that.

10 MS. DREYER: I would graciously defer to my
11 counsel on this one as I feel this is more of a legal
12 question.

13 COMMISSIONER RENDAHL: Okay. Thank you. So
14 I guess I'll inquire of counsel in terms of the
15 interpretation of this.

16 MR. SHERR: Commissioner Rendahl, I want to
17 make sure I understand the question. So you're --
18 you're asking specifically whether Section 9 of the
19 boilerplate settlement agreement would preclude the use
20 of data and documents received by the Commission in
21 conjunction with consumer complaints?

22 COMMISSIONER RENDAHL: Basically, I mean, if
23 that information was discussed and shared in terms of
24 the settlement process, as I read the language, you
25 know, strictly, that would prohibit that use in a future

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1 proceeding, and I want to make sure we're not in that
2 mode.

3 MR. SHERR: No, I don't -- I think you're --
4 we're not.

5 COMMISSIONER RENDAHL: Good.

6 MR. SHERR: Yeah. And I think that's
7 probably public information, anyway.

8 COMMISSIONER RENDAHL: Okay. I'll just ask
9 of the other counsel their interpretation as well.

10 MR. ROBERSON: No. This provision is
11 intended to effectuate the same thing the commissioners
12 will do, which is to ensure that privileged
13 communications to promote settlement are not disclosed
14 but the underlying documents and data exists after
15 those. It's the communications between the parties.

16 COMMISSIONER RENDAHL: Got it.

17 MR. GOSE: Yeah. From public counsel's
18 perspective, we don't view the underlying information as
19 privileged. And as Mr. Bennett referenced, part of the
20 settlement is the disclosure of this kind of
21 information, and I can say public counsel fully intends
22 to use that if it needs to to oppose a discontinuance.

23 COMMISSIONER RENDAHL: Okay. Thank you. I
24 just wanted to be doubly clear given, you know, the
25 situation we're in right now. So thank you very much.

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1 state, what impact does that have on the settlement?

2 MR. BENNETT: Thanks for the question,
3 Chair.

4 The structure that was ultimately developed and
5 is within this agreement is here to protect consumers
6 now but also in the future. So right now, if there is a
7 neighborhood and there is zero federal support going
8 into there and there's some CCLs, they're -- they'll
9 still be there -- and BCCLs -- tomorrow.

10 However, RDOF is flowing. BEAD is not yet
11 flowing to -- to Washington State, but hopefully it
12 starts soon, and so the -- the way this is developed is
13 that those CCLs are protected now and into the future
14 until they have at -- providers offering reasonably
15 available alternatives with the -- with the definition
16 5G or fixed internet at least 25 down, 3 megabits per
17 second at the -- the price below the current voice
18 benchmark, which is fifty-five-thirteen, I believe.

19 And if -- if support doesn't flow to those
20 areas and new competitors don't come in because there's
21 no support, they'll still be protected. CenturyLink
22 will still keep providing service, and they will not be
23 able to -- to move forward with a discontinuance to
24 those areas unless they file a -- a petition and seek
25 the Commission's full approval.

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1 JUDGE BONFRISCO: Thank you, Commissioner
2 Rendahl.

3 Commissioner Rybarik?

4 CHAIR RYBARIK: Yeah. Going back to maybe a
5 theme I started before on availability of federal funds,
6 and I think everybody mentioned it in their opening
7 statements and it makes its way into this record as
8 well, that fundamental foundation of moving to a new A4
9 and having an A4 in the first place is increased
10 competition, and some of that competition, as noted in
11 the testimony, is subsidized competition coming from
12 federal funds.

13 I think, Mr. Bennett, you noted in the
14 settlement testimony, if I have this right, about --
15 approximately \$135 million -- it's on Page 7 of your
16 testimony -- \$135 million from the Rural Digital
17 Opportunity Fund and approximately \$1.2 billion from the
18 Broadband Equity, Access, and Deployment Program.

19 In the CenturyLink petition in this case, going
20 all the way back to the start, there was reference to
21 Washington receiving about 1.6 or \$1.76 billion in
22 broadband grant funding from the federal government.
23 Notwithstanding the fact that I can't make those numbers
24 add up -- that might be just be my math -- if that money
25 is not available, if that money doesn't come to the

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1 So I think the support flowing into Washington
2 will -- will do a lot of good work. There's the CAF II
3 Reverse Auction. There's the RDOF. There's BEAD
4 funding. There will be RDOF Phase II, but there's a lot
5 going on at the federal level. And so regardless,
6 the -- the current structure is designed in a way
7 that -- to really protect consumers now but also in the
8 future, whether that money shows up or -- or doesn't.

9 CHAIR RYBARIK: Mr. Gose, same questions,
10 and --

11 MR. GOSE: Yeah. I --

12 CHAIR RYBARIK: -- Ms. Dreyer, coming to you
13 next.

14 MR. GOSE: I completely concur with
15 everything Mr. Bennett said. RDOF monies are flowing
16 to -- not to the state but to the companies who are
17 providing that work, and those projects are ongoing. So
18 broadband deployment does continue with BEAD.
19 Ultimately, it does begin to flow to the state. The
20 broadband office begins to distribute that to worthy
21 projects. That will continue.

22 Just to -- a point of clarification here,
23 you're -- you're correct. I, in my opening testimony in
24 the initial petition, did say about 1.75 or 6 billion in
25 addition to RDOF and BEAD. That also included some

13 (Pages 375 to 378)

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1 other things such as the American Rescue Plan Act
2 dollars that flowed into the State of Washington as well
3 as substantial numbers of NTIA tribal broadband grants
4 that were -- so that's kind of the -- that messy math.

5 CHAIR RYBARIK: I also struggle with math
6 sometimes, although I probably shouldn't admit that on
7 my first day -- or first hearing, anyway, but that's why
8 we have great staff to help me out with that. But thank
9 you for that clarification.

10 Ms. Dreyer, any -- any --

11 MS. DREYER: Follow-up? Yeah, just brief,
12 that while public counsel does feel strongly that we
13 would prefer that the federal government maintain its
14 contractual and legislative obligations to the State of
15 Washington with its current and forthcoming programs, I
16 would concur particularly with Sean's remarks that the
17 purpose of the challenging customer location definition
18 as it stands in the settlement is to prevent or mitigate
19 any harms that might arise from a change in deployment
20 of broadband funding. So if that dynamic shifts, we
21 do -- public counsel does currently see that the CCL
22 definition is -- is sufficient in the face of that.

23 CHAIR RYBARIK: Very good. Thank you.

24 JUDGE BONFRISCO: Okay.

25 COMMISSIONER DOUMIT: Question from me, if I

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1 they no longer have from paying that installation charge
2 at an earlier time.

3 COMMISSIONER DOUMIT: But essentially,
4 the -- the initial thought you had, it's difficult to
5 police --

6 MR. GOSE: Agreed.

7 COMMISSIONER DOUMIT: -- right? Okay.
8 So -- all right.

9 And there's -- Mr. Bennett, any thoughts on
10 that, that question?

11 MR. BENNETT: Ultimately, the reason that
12 they are discontinuing is because they have alternative
13 services available to that location. The company is
14 providing them with a financial benefit to -- to help
15 ease that transition. But ultimately, it's up to the
16 consumer what they ultimately decide do with it, so it
17 is a -- a free market, at least in some areas.

18 COMMISSIONER DOUMIT: No doubt you'll have
19 records to reflect that the intended card was provided
20 in any event.

21 Okay. Thank you.

22 MR. BENNETT: Exactly.

23 COMMISSIONER DOUMIT: Thank you.

24 And another question, on the in lieu of
25 language and UTC's enforcement authority -- and

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1 might, Your Honor.

2 This is for witness Gose on the prepaid card
3 for low-income customers. That would be Section 9(b)(9)
4 of the agreement.

5 So the settlement indicates that CenturyLink
6 would provide the customer with a credit equal to the
7 lowest amount of installation or a handset cost. For --
8 for all credits, CenturyLink will mail a prepaid debit
9 card to the -- to the subscriber.

10 Just a prepaid debit card that can be used for
11 other things, right, other than what the intended
12 purpose in this case -- which is to assist with phone
13 service? How -- how do you foresee that that will --
14 that the -- that the customer would -- would use it for
15 the purpose intended and not -- not another purpose?

16 MR. GOSE: There is -- that would be
17 difficult to police that. But if the customer's
18 landline service was no longer there and they did need a
19 cellphone handset or they did need to, you know -- let's
20 say the Google Fiber or whoever the other company was
21 that they were going to go with charged an installation
22 charge, that they would need to pay that somehow. And
23 so, you know, they may very well, you know, pay that
24 installation charge out of pocket and then, months down
25 the road, use that debit card to defer that income that

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1 Mr. Roberson touched on this and so did Commissioner
2 Rendahl in her last question. And I guess this is, in
3 the outset, for -- for witness Gose, and -- and
4 Mr. Bennett's testimony, which I think is now SB 37CT at
5 Page 20, Lines 11 through 15. If you're there --

6 MR. GOSE: Yes.

7 COMMISSIONER DOUMIT: -- Mr. Bennett states
8 that the terms in the 2025 proposed settlement do not
9 affect the Commission's authority to enforce its rules
10 or orders. In lieu of penalty, language applies only to
11 CenturyLink's failure to properly provide the initial
12 credit, and we're talking about for service issues in
13 the credit provided.

14 That in lieu just trips me up a little bit in
15 the parenthetical there, which is in -- in the -- in the
16 settlement.

17 Do you -- I guess I'm asking this question to
18 you, Mr. Gose, because you've heard it from
19 Mr. Roberson, his -- his pretty clear statement that
20 nothing in this settlement affects the Commission's
21 ability to enforce its own rules.

22 Is that your understanding as well?

23 MR. GOSE: Entirely, yes.

24 COMMISSIONER DOUMIT: Okay. And even in
25 this instance where -- in lieu of -- in lieu of the

14 (Pages 379 to 382)

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1 penalty, is that -- you know, Mr. Bennett, does that
2 just apply specifically to this point, which is an
3 add-on, essentially, you know, that you're providing
4 this credit. That's -- that's a narrow reading, in your
5 mind?

6 MR. GOSE: Yes. Just -- just to that new
7 component of the issuance of credit for services
8 inoperable.

9 COMMISSIONER DOUMIT: All right. Nothing
10 further. Thanks, Your Honor.

11 JUDGE BONFRISCO: Thank you, Mr. --
12 Commissioner Doumit.

13 I believe we have Commissioner Rybarik next.

14 CHAIR RYBARIK: Yeah. I think this question
15 is only for witness Gose, but I'm happy to have others
16 opine or give thoughts on it.

17 But with respect to the digital ambassador
18 program, setting up a system for customers who are
19 affected by a discontinuance notice, putting in metrics
20 of how customers will be -- customer calls will be
21 answered, at least, and giving those metrics and
22 reporting on those metrics, I wonder how does -- how
23 does that program differ, if at all, from a customer who
24 is not subject to a discontinuance notice calling
25 CenturyLink for a customer service?

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1 MR. GOSE: Sure. So from time to time in
2 the -- other locales, we have had similar programs
3 for -- excuse me, for various reasons where we actually
4 had to set up a specialty number or specialty queue to
5 take kind of one-off calls.

6 And in those instances, I personally worked
7 directly with our call center personnel to set up
8 essentially what we call a specialty queue, individuals
9 who are specifically trained for that very reason. And
10 they receive extensive training.

11 We've -- I've even worked with the call center
12 management team to develop the training deck, sat
13 through all of them. We provide, you know, questioning
14 and tests at the end to ensure that the knowledge
15 imparted has been retained.

16 And then beyond that, we will periodically do
17 some refreshers with those individuals. Within the
18 customer care systems that we have, we have special
19 documents. So if somebody calls up and that digital
20 ambassador says, I can't remember that part of the
21 training, but I'm not precisely recalling 100 percent of
22 it, they can go directly to that document and find every
23 step and every piece of the process that they need to
24 follow with that customer.

25 CHAIR RYBARIK: And I appreciate that the

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1 digital ambassadors that are answering these calls will
2 have specific training to a unique situation. A
3 customer is subject to a discontinuance, wants to find
4 that alternative service, that competitive service and
5 that sort of concierge service, but the -- I think I'm
6 focused on the metric, which is CenturyLink commits to
7 having those calls answered within 60 seconds on
8 average.

9 I just wonder, would CenturyLink think about or
10 consider that same metric for customer service relative
11 to any of its customer calls, relative to any issues
12 with service quality, et cetera, for someone who is not
13 calling relative to a discontinuance notice?

14 MR. GOSE: So we -- we do track those
15 statistics today for customers that just call into the
16 regular customer service line. And when a customer
17 calls into a call center, customer care line for
18 CenturyLink, within 60 seconds, they're given an
19 opportunity to speak to a live operator.

20 And then from the time that they're given that
21 opportunity and we -- it's a metric we'll call average
22 speed of answer. We measure that and track that. And
23 we do pretty well.

24 CHAIR RYBARIK: I -- well, is that a metric
25 that you've committed to, that 60-second metric, that --

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1 or is that a sort of endeavor that you have on all other
2 customers?

3 MR. GOSE: So as I understand it today, the
4 60 seconds from the time that the customer goes on -- or
5 encounters the interactive voice response system, they
6 have 60 seconds to -- for the company to provide that
7 individual with the opportunity to speak to a live
8 operator.

9 At that time, when the -- whatever number they
10 press to say, Yes, I'd like to speak to a
11 representative, or they say, I'd like to speak to a
12 representative, that begins the recording then of the
13 average speed of answer from the time they request it
14 until the call center personnel come on the line.

15 CHAIR RYBARIK: Okay. I -- I'm probably
16 venturing outside the scope of this settlement with my
17 questions, so I just want to make sure it's true, but
18 I -- I just -- I'm -- I guess I'm looking for a
19 clarification. Is that a metric that -- and maybe staff
20 can help answer this too -- that's a metric that is one
21 that you're held to a standard on or that is just what
22 you endeavor to do is -- we make sure they get to 60
23 seconds. We report that information to the commission.
24 I'm sorry if I'm being obtuse, but I wanted to make sure
25 I understand the question.

15 (Pages 383 to 386)

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1 MR. GOSE: No. It's perfect.
 2 Members of the Commission, these are all very
 3 good and fair questions, so thank you.
 4 So, you know, aspirationally, we seek to get
 5 there on the -- we -- and we measure it in kind of two
 6 queues. One is on the business side for people who call
 7 in for billing questions and those kind of things.
 8 There's also a queue on the repair side as well. So we
 9 measure it in a couple of different ways.
 10 So in terms of 60 seconds, though, you know,
 11 that's on average. Sometimes, you know, when call
 12 volume is light, you know, the average speed of answer
 13 will be very quickly. If we have an ice storm, say,
 14 down in the southern part of Seattle or Auburn area like
 15 that, we may all of a sudden get a very, very high
 16 volume of calls at any single time. So that's why we
 17 are able to look at that on average.
 18 But, you know, aspirationally, across -- and I
 19 think I mentioned this in our hearing -- our -- when we
 20 were last together in July. You know, sometimes, you
 21 know, when you call -- I -- I called my cellphone
 22 carrier not too long ago, and it was a 45-minute wait
 23 before I got there.
 24 So, you know, we would never hope to have that
 25 be a customer experience ever.

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1 CHAIR RYBARIK: One final question, just --
 2 and this is probably for all parties -- is what happens
 3 if that report shows that it's not 60 seconds? It's
 4 longer than that. What -- what impact does that have?
 5 And I'm going right specifically to the digital
 6 ambassador program. It's a 60-second average. There's
 7 a report that everybody gets. What happens if it's four
 8 minutes on average?
 9 MR. GOSE: So at -- at that -- what -- we
 10 will be keeping a very close eye on that. And if it
 11 starts to creep in that direction, it tells us one
 12 thing -- is we need to add additional staffing to meet
 13 that metric, so --
 14 CHAIR RYBARIK: From staff and -- and
 15 Ms. Dreyer, any reactions or thoughts on what happens in
 16 that -- in that situation if you get that information?
 17 MR. BENNETT: Yeah. Certainly, Chair
 18 Rybarik. If the average time above that, that they --
 19 ultimately, the company would not be adhering to the
 20 terms of the settlement, and -- and staff could move
 21 forward with enforcement action to assess penalties.
 22 CHAIR RYBARIK: Ms. Dreyer, anything
 23 different on that?
 24 MS. DREYER: No. I concur with Mr. Bennett.
 25 We would anticipate penalties going into effect as a

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1 result of the -- the lengthened response time.
 2 CHAIR RYBARIK: Sounds good. Thank you,
 3 all.
 4 COMMISSIONER RENDAHL: Just a -- a
 5 follow-up.
 6 So clearly, the digital ambassador is not just
 7 about the timing of receiving, of answering the call
 8 live, but also about the specific training of the
 9 customer service representatives on a specific issue and
 10 really to provide what I would assume would be excellent
 11 customer service to that customer.
 12 And going back to Chair Rybarik's question, why
 13 should this not be a standard of service for customers
 14 generally?
 15 That's to you, Mr. Gose.
 16 MR. GOSE: In terms of handling of calls
 17 within a call center?
 18 COMMISSIONER RENDAHL: Yeah.
 19 MR. GOSE: It's a matter of volume, really.
 20 So in any given year, under the settlement, we can
 21 service up to 500 customers who would need to get in
 22 touch with a digital ambassador, whereas -- you know,
 23 there's millions of customers across CenturyLink's 18
 24 state footprint.
 25 And so to train every one of those individuals

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1 that highly and specifically would be a very large
 2 undertaking. Our call center personnel are great. They
 3 do a good job. But in terms of that kind of white glove
 4 kind of service, if you will, that's what we strive for.
 5 And I -- listen, because I do interface with our call
 6 center folks pretty frequently, I -- I listen to calls.
 7 And I occasionally hear some calls that, yeah, we could
 8 have, you know, imparted some information better, but by
 9 and large, they -- the customers do a good job.
 10 We also have -- when a customer kind of has an
 11 issue and they're dissatisfied, we have another group,
 12 our customer advocacy group, which is kind of like a
 13 very second tier, much smaller number, but those people
 14 in our customer advocacy group are very equipped to
 15 handle customer concerns that are of a more complex
 16 nature.
 17 COMMISSIONER RENDAHL: Okay. Thank you.
 18 JUDGE BONFRISCO: Are there any other
 19 questions from the bench?
 20 COMMISSIONER DOUMIT: Yes, Your Honor. Just
 21 one, if I might, sort of to circle back to Mr. Bennett.
 22 We started with Ms. Dreyer. And just checking you --
 23 gut checking you on this because if we agree with this,
 24 we're moving into a new area. And, Mr. Bennett, you and
 25 your telecom team will be responsible for sort of

16 (Pages 387 to 390)

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overseeing the -- you know, we are ultimately responsible on this bench, but you will be initially responsible for ensuring that it's moving as it's supposed to and that -- what I mean by that is no customer is inadvertently left without service. It is critically important that that not happen.

Do you agree with that?

MR. BENNETT: Most definitely, and I look forward to -- well, maybe not forward, but we will do our due diligence. We've spent over a year getting to this point, and in -- that time and those resources will be spent on ensuring that no consumer is stranded without service, and -- and CenturyLink will be providing information to us, including logs, communications, the work that they use to identify the CCLs, and we'll definitely be reviewing that, analyzing that, and, as we go through the pilot program and subsequently beyond, really will ensure that CenturyLink is doing what they've said they'll do. We'll definitely trust them, but we'll -- we'll verify it as well.

COMMISSIONER DOUMIT: Okay. Thank you.

MR. BENNETT: Yeah.

JUDGE BONFRISCO: Okay. And are there any questions from the parties?

No? Okay.

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MS. DREYER: Oh, Judge Bonfrisco, sorry.

JUDGE BONFRISCO: Right. Yes?

MS. DREYER: Just to add on, yeah, a comment from public counsel to reemphasize for Commissioner Doumit, we do want to mention the fact that we're aware that, you know, state budgets fluctuate, and so we don't have ultimate control over those resources, but our -- we are fully committed within what is in our circle of control to dedicate the time and investment necessary to see this go forward as it should.

COMMISSIONER DOUMIT: All right. Thank you.

JUDGE BONFRISCO: Thank you, Ms. Dreyer.

With that, I believe we're ready to adjourn today. I don't believe there's any other issues. So with that, I would like to thank all the parties and the witnesses for appearing. And thank you, Mrs. Dreyer, for appearing remotely.

And we're adjourned. Thank you.

(Hearing concluded at 10:21 a.m.)


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CERTIFICATE

STATE OF WASHINGTON
COUNTY OF THURSTON

I, ANDREA L. CLEVINGER, a Certified Court Reporter in and for the State of Washington, do hereby certify that the foregoing transcript of the settlement hearing on March 12, 2025, is true and accurate to the best of my knowledge, skill and ability.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of March, 2025.


ANDREA L. CLEVINGER, CCR, RPR #3041

My commission expires:
DECEMBER 19, 2025



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