DOCKET NOS. UM 1908/UM2206
WITNESS: PRISCILLA WEAVER

PUBLIC UTILITY COMMISSION
OF
OREGON

INTERVENOR PRISCILLA WEAVER EXHIBIT 100

INTERVENOR PRISCILLA WEAVER'S TESTIMONY

OCTOBER 24, 2023

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1908, UM 2206

IN THE MATTER OF LUMEN TECHNOLOGIES	TESTIMONY IN OPPOSITION TO STIPULATIONS OF STAFF AND LUMEN REGARDING PROPOSED PRICE PLAN

Q. Please state your name, occupation, and address.

A. My name is Priscilla Weaver. I am retired. My address is 6268 Little Applegate Road, Jacksonville, OR 97530.

Q. What is your relationship, if any, to Lumen Technologies?

A. I have been a land line customer of CenturyLink since I purchased my farm in 1998.

Q. Please describe your educational background and work experience.

A. I received a Bachelor of Arts degree in Piano Performance from Lawrence University in 1969; a Master of Arts degree in Historical Musicology in 1974 and a Master of Arts in Library Science in 1975, both from the University of Michigan; and a Juris Doctor degree from Duke University in 1980. Prior to 1980 I held jobs in teaching, private school administration, and secretarial work. From 1980-2004 I practiced law in Illinois. From 2004-2012 I served as a volunteer law

clerk to several circuit court judges in Jackson County, Oregon. Since 2004 I have raised heritage sheep on a farm near Jacksonville.

Q. Are you appearing in this matter as a lawyer? If not, why are you here?

A. No. I do not have a license to practice law in Oregon. As a CenturyLink customer who had tried in vain since at least 2014 to get reliable service from my land line contract with CenturyLink, I sought and was granted intervenor status so that I could actively participate in the Commission's investigation of the problems my isolated rural community, and to seek the Commission's help in holding CenturyLink to account in its dealings with us.

Q. Are you representing a group of people or only yourself?

A. It is my understanding that as a formal, legal matter, I "represent" only myself, and that CUB is representing the legal interests of all Oregonians in this combined proceeding. As a practical matter, for nine years I have in fact filled the role of spokesperson, some would say "mouthpiece," for our community. I can state unequivocally that in doing so I have devoted hundreds of hours and received dozens and dozens of requests from my neighbors to keep at it, to help them in any way I can, to try to minimize the days and hours many of us are without phone service and literally put at risk of our lives because many of us rely solely on our land lines to quickly reach help in an emergency.

Q. What is the purpose of your testimony?

A. Before I answer that, let me put my testimony in context and say a word about the names of the orders that Staff and Lumen are trying to "suspend." I am thoroughly familiar with the background, details, progression, and resolution of the issues that led to the entry of the two

orders entered in UM 2206, as now consolidated with UM 1908, and the affirmation of those orders earlier this year.[1] Several different names for the Orders have come and gone during these proceedings and it can be confusing. Lumen and the Staff call them the "Jacksonville call center" orders in their joint testimony. Since I do not understand the orders to include the in-town residents of the city of Jacksonville, I refer to the three orders here as the "Rural Jacksonville Orders" or "RJ Orders." I have personally benefitted from the RJ Orders in the form of outages that now are much more quickly resolved than in the past. I can personally confirm that the portions of the RJ Orders specifying specific outer limits for repair (no longer than 48 hours) without financial consequences being imposed are working as the Commission hoped and directed. Although the "dedicated" service reporting mechanism contemplated by the RJ Orders needs fixing, I am hopeful that the ongoing separate investigation of that problem will result in bringing CenturyLink into compliance with that prong of the RJ Orders.

Q. Please turn now to the purpose of your testimony.

A. It is against this background of extensive personal knowledge of this matter that I come before the Commission to describe why it is, as a factual matter, that the "Suspension" Agreement between Staff and Lumen should be rejected and the RJ Orders should be kept in place and remain in full force and effect until after the "RDOF Build" and the list of other actions CenturyLink/Lumen promise, or suggest, or hint, that they will take.

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[1] Three Orders were entered in UM 2206 in response to service quality issues in rural areas within CenturyLink's Jacksonville call center: Order No. 22-340 entered on September 23, 2022, as modified by Order No. 22-422 on October 28, 2023, as affirmed by Order No. 23-109 entered on March 21, 2023 ("Rural Jacksonville Orders" or "RJ Orders").

Q. Does the purpose of your testimony include objecting to the Price Plan?

A. I am not sure how to respond. I do not object to the Price Plan per se. I do not have first-hand knowledge about the situation of CenturyLink's land line customers in other parts of the state; the reports of similar reliability issues that have come to me are sporadic and I cannot verify them. For this reason, and because the Commission has stated clearly that the Price Plan you adopt will address statewide service quality issues, I am not in a position to, nor do I, object to the Price Plan for the rest of the state. I do object to the extent the existence of the Price Plan proceeding is Lumen's excuse to try to get out from under the RJ Orders, especially since Lumen chose not to appeal the March 2023 decision to uphold them. And I do extensively reference the Price Plan's "Protected Customer" provisions in order to demonstrate why, on their face and as applied, they are a wholly inadequate substitute for the RJ Orders put in place to address our "unique" circumstances (Staff and Lumen Stip. Par. 6, p. 3).

Q: Wasn't the Price Plan meant to replace the RJ Orders? If not, why not?

A.Although Staff and Lumen accurately quoted the sentence in Order 23-109 about the Order addressing the Jacksonville area's issues "until the Price Plan *investigation* is complete," (Order No. 23-109 at p. 10), nowhere does the Order state that the Price Plan itself would automatically cancel or even suspend the Jacksonville RJ Orders irrespective of whether or not the proposed Price Plan provides substantively comparable remedies for the service issues the Commission found "pose serious threats to public health and safety" in the rural Jacksonville area. (Id.). In this case, there is no even remotely comparable enforcement mechanism in the

Price Plan for the customers covered by the RJ Orders. Accordingly, as a factual matter, the Commission's unexpressed but obvious hope that the Price Plan could replace the RJ Orders has not been realized. There is a voluminous and undisputed factual record of non-compliance, including several examples of just what will happen if we are once again left with only a "resolution plan" in the rural Jacksonville area now protected by the RJ Orders, facts set out later in my testimony. Rural Jacksonville customers have already proven that immediate and certain financial consequences for failure to immediately resolve our land line outages, and we should not be punished for Staff and Lumen's decision to put forward a Price Plan that puts us right back where we were before the RJ Orders were entered --- at serious threat to our health and safety.

Q. The testimony in support of the Stipulation says the service quality provisions proposed for the Price Plan are sufficient to give the rural Jacksonville area protections that are as good as, and in the view of the Staff and Lumen, even better, protection than in the RJ Orders. Do you disagree with this rationale and if not, on what facts do you rely?

A. I disagree 100%.

The RJ Orders provide the following protections for the rural Jacksonville customers:

1.A dedicated phone number for customers to call, i.e., an "expedited response mechanism," "so that immediate initiation of onsite repair results from the calls" and "so that

[our] outage reports will be treated as high priority for immediate resolution." Order No. 2-340, App. A, p. 8.[2]

2."Lumen must address all tickets and make repairs in a manner that results in a consistent and functional dial tone and ability to reliably make and receive calls ... within 48 hours of creation of the ticket until service issues in the area are remedied." If it turns out there is not a multi-premises outage, Lumen can so notify the Commission. Order No. 22-340 as modified by Order 22-422 at p. 9.

3.If Lumen does not comply with the first sentence of item 2, Lumen will be assessed a fifty-thousand-dollar ($50,000) penalty for "each day a ticket is not resolved in the 48-hour period specified in this order ... for each customer and each day." Order No. 22-340 at p. 2.

The Price Plan includes neither item (1) nor item (3).

Q: What about item 2, the 48-hour repair requirement?

A. Without the protections in 1 and 3, the requirement in item (2) to repair no later than 48 hours is meaningless.

Q: Please explain.

A.Comparing these three core provisions of the RJ Orders and the proffered substitute provisions in the Price Plan shows in stark terms why the Commission should not accept the "Suspension Agreement" and the gutting of the RJ Orders as part of the Price Plan.

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[2] Note: We now know, as a result of our third annual Labor Day weekend outage, that this did not happen, so the Commission directed a separate investigation into the failure of Lumen to comply. For the factual background leading to this investigation, see, e.g., Weaver public comments filed September 5, 7, and 20, 2023.

Q: How do the reporting mechanisms (item 1) in the Price Plan and the RJ Orders differ?

A.Item 1. Expedited response mechanism to assure expedited repair: There is not a single word in the Price Plan about an expedited response and prioritized repair mechanism that results in immediate initiation of onsite repair or a requirement that our outage reports will be treated as high priority for immediate resolution. The only mention of a new reporting mechanism in the Price Plan is that there will be a "priority access," or "contact," number, for Protected Customers to dial so that they can report the outage. Stip. Att. A, p. 10, 22.

The problem is that a special number for reporting outages is meaningless unless there also is a mechanism for assuring "immediate initiation of repair so that immediate resolution follows." No such mechanism is in the proposed Price Plan. It is nice to be placed first in line to talk to an operator, but unless there is a mechanism for prioritization that our initial call sets in motion, the courtesy of answering our call first is an empty gesture.

Q: How do the mechanisms for assessing compliance with the 48-hour repair requirements differ?

A. Item 2. Assessing compliance. The RJ Orders. The measurement of Lumen's compliance with the 48-hour repair requirement for my community could not be more clear. It took the Commission only a few words to spell it out: service issues in the area covered by the RJ Orders must be resolved within 48 hours of Lumen receiving a trouble report from a customer in the rural Jacksonville area. Period. Full stop.

Item 2. The proposed Price Plan. By contrast, the compliance metrics proposed by Lumen and Staff for the Price Plan in fact take up four pages of single-spaced text, five different graphs, and

a bunch of formulas laden with "what ifs" to lay out the various components by which CenturyLink's performance would be measured. I could not possibly summarize this exercise in obfuscation. But I can list the facts that demonstrate why the Price Plan's metrics simply are not a sufficient way to measure service quality in my community. Only the straightforward "fix it within 48 hours or pay a fine" can assure we are vulnerable for no more than 2 days when our phones go out.

Q: Please explain the circumstances that make the Price Plan's performance metrics unworkable for many of the customers protected by the RJ Orders.

A. Right off the bat, the metrics in the Price Plan are not a sufficient substitute for the RJ Orders because the metrics depend on the use of "Trouble Reports," the "TT/100." By definition, many of us cannot make trouble reports because the land line we need in order to report an outage – or call 911 of course – is not functioning and we have no other way to call in the outage. And since the "dedicated" operators often refuse to take reports for other customers, we never trigger the "six or seven" reports I was told by Lumen's overseas call center manager were required before our outage would be prioritized (details set out in my statement filed for the September 21, 2023 PUC meeting in connection with the investigation of CenturyLink's violations of the first prong of the RJ Orders).

Q: Are there other unworkable steps in the Price Plan's performance metrics for the rural Jacksonville customers? If so, explain.

A. The structure laid out in the graphs and formulas dilutes Lumen's performance in the rural Jacksonville to the point that Lumen almost certainly can never be found out of compliance in my community, even if we suffer a 9-day outage as we did over the 2021 Labor Day holiday weekend. Among other things – and there may well be other reasons I am not qualified to assess – at every step the percent-compliant number is measured statewide "as opposed to ... at a wire center or RT level." (Price Plan section 11.(b)), resulting in an insurmountable dilution factor.

Q: Even though the compliance measurement in the Price Plan is far more complex than in the RJ Orders, aren't the enforcement mechanisms in the Price Plan sufficiently comparable to the RJ Orders (item 3) for the unique circumstances here? If not, why not?

A. Now we get to the heart of the matter. Once again, the protections against a medical, fire, or other catastrophe caused by the failure of our land lines could not be more different between the RJ Orders and the Price Plan. In fact, I struggle to describe in polite terms how misleading the Joint Testimony is in labeling the enforcement provisions in the Price Plan as "similar" to those in the JR Orders. (Jt. Test. at p. 10)

Q. Please explain, but first set out the provisions of each document you are refer to.

A. Let's start with the enforcement mechanism in the RJ Orders. The triggering event is Lumen's failure to restore service to our area within 24 hours of receiving a trouble report. If that happens, the PUC will impose a fine of $50,000 per day-late per customer. That's it.

Q: Are there any enforcement mechanisms in the proposed Price Plan?

A.I would not label them "enforcement" because that implies meaningful action taken in a timely fashion, neither part of which will happen for us if the RJ Orders are not in force. There is, to be sure, what purports to be an enforcement mechanism in Section 11 of the proposed Price Plan. It takes up only seven lines, but must be read in conjunction with the pages of Protected Customer metrics and the like. Here is how it says it will work: CenturyLink will report on how long it took to clear trouble reports (presumably having repaired its equipment) on a monthly basis, aggregating the data for the entire 4000+ Protected Customers in the whole state, not "by wire center or RT level "(i.e., diluting the data). If for three months in a row that statewide data shows that Lumen failed to meet the "RCT" metric and the "TT/100" metric .... I apologize, but I have to stop here to point out that the area covered by the RJ orders can never meet that metric because many of us are in fact unable to make trouble reports and in my personal experience and the documented experienced of other customers in rural Jacksonville, the "dedicated" operators will not let us report for others. But let's assume for purposes of setting out the factual differences that we all could use our non-functioning phones to make outage reports, and somehow that resulted in a finding that CenturyLink had failed both the TT/100 metric as well as the RCT metric for our area based on statewide statistics. Under the proposed Price Plan, if all of that happened each month for three months in a row, the Commission "may" require Lumen to undergo "a resolution plan to be implemented" "within

one month," or, for good measure, any other remedies available to the Commission besides this one. (Stip. Att. A, sect. 11 at p. 10)

Q: Now please explain why the enforcement mechanisms in the Price Plan are not sufficiently comparable to justify stopping the enforcement of the RJ Orders?

A.In addition to the plain language in the documents, even just comparing how much ink it takes to describe them, the factual background of UM 2206 and the investigation of the rural Jacksonville issues and resulting Orders clearly illustrate why the unique circumstances of this case would make it particularly unjust and against public policy and the public interest to strip my community of the protections of the RJ Orders, especially before there is even a partial substitute to the ancient copper wire component of the infrastructure for some of us in the form of new wiring.

Q. Please address the specifics of the factual background you are referring to.

A. For starters, without the RJ Orders, rural Jacksonville customers forced to rely solely on the labyrinthian "enforcement" provisions of the Price Plan and its toothless remedies, could easily have to wait more than a week or even a month before their phones would be repaired. There is nothing in the Price Plan to stop this from happening. Moreover, and what makes our circumstances dispositively different from any other area in the state, it that such a scenario is not only possible, it has already happened at least twice before the Orders were imposed. It is an undisputed fact in the UM 2206 record that in 2021, before the RJ Orders, we had a nine-day outage over Labor Day. Over Labor Day in 2022, again before the RJ Orders were entered, we

had intermittent phone service for a month. Why did these outages go on and on and on? One reason – no workable remedy. The monthly outage was finally fixed only after Order 22-340 was entered.

Q: Please continue addressing the factual background you rely on.

A.As for the remedy of a "resolution plan," again we have unique factual circumstances that militate against stripping us of the RJ Orders' protection. This time, the circumstances were laid out in Staff testimony filed on November 23, 2022, and then cited and relied on by the Commission in Order No. 23-109. In short, past performance plans did not work. (Order No. 23-109 at p.13 and fn. 68-69). There are no facts in the Stipulation, the Suspension Agreement, or the Price Plan to suggest the outcome this time – after however many months we would have to wait to find out– would be any better if the Orders are suspended. To the contrary, the fact of Lumen's vaunted fiber optic cable installation strongly suggests the company will have even less incentive to keep the current copper wire system functioning during its installation. Again, there is not one fact to suggest otherwise.

Q: Does timing play a role in whether the Price Plan is a justifiable and fair replacement for the RJ Orders, and if so, how.

A: Yes, in several ways. First and most obvious, even if Lumen suddenly changed its ways and actually performed sustainably better after a "resolution plan," all of that would take a bare minimum of a year, more likely two, with no protection of any kind while the bureaucratic wheels turned: 3 consecutive months of failing to meet the two metrics, followed by several

months of someone -- Staff? Another community member? -- seeking an investigation and starting and conducting the investigation and the Commission approving the plan and then the resolution plan itself starting a month after that and lasting for an unknown number of months. I struggle to find any factual basis to conclude this is a meaningful enforcement mechanism, especially compared to 48 hours to comply followed by the incentive of fines for non-compliance that has been proven effective.

Q. Whether or not the RJ Orders should be permanently terminated after Lumen finishes their "RDOF Build," do you agree with the factual basis in the Stipulation and supporting testimony for not enforcing the Orders during the fiber optic installation? If you do not agree, why not?

A. The answer is simple: there is not a single fact in any of the documents to support lifting, suspending, or in any other way diminishing the provisions of the RJ Orders – zero. This is no accident. If any such factual justification for not enforcing the Orders during the build existed, it would run smack up against the glaringly obvious fact that the core protection – the threat of fines – is nowhere to be found in the Price Plan. That is why the chart on page 21 of the Joint Testimony supposedly "comparing" the protections in the Price Plan with those in the RJ Orders is so misleading – it purposely does not even mention the remedy for non-compliance!

Q: Are there additional facts that militate against lifting the Orders while Lumen strings fiber wires?

A.Yes. If the increased threat to our health and safety during the RDOF is not enough to keep the Orders enforced during the RDOF Build, the Commission should also consider the weight to be given to Lumen's description of what the RDOF Build will do compared to the facts on the ground. In other words, is their RDOF Build promise so compelling that to incentivize it, the Commission should lift the threat of fine in advance, before even seeing whether the fiber optic plan works to ensure consistent and dependable land line service for all of Lumen's customers, or even some of us? As a factual matter, it is not compelling, much less so compelling as to warrant risking lives for unenforceable, as a practical matter, outages during construction.

Q. Please explain.

A. Lumen says it will run fiber optic cable to homes within its original RDOF build to the extent "practically possible" or use "best efforts" to find other alternatives. In other words, even if fiber solves all of Lumen's non-wire infrastructure issues, as a factual matter at least part of its rural Jacksonville customer base, and probably a sizeable portion, will not even get fiber optic to replace their copper.

Q. How do you know some people will not get fiber optic wire?

A. For two reasons: Lumen says as much in the Suspension agreement and testimony ("many" homes are covered, "some" customers protected by the RJ Orders "live outside the [RDOF] grant area," etc.). And the map that Lumen included in its testimony (Stip. Parties Exhibit 103) shows just how incomplete the fiber optic "fix" is for many of CenturyLink's customers. Having

fiber optic wire installed is a good thing, but the very partial and scattered RDOF Build falls far short of a sufficient factual basis to justify lifting the RJ Orders , at least during construction.

Q. Does the Lumen RDOF Build map (S.P. Ex. 103) contain the facts you rely on to say the RDOF Build is not a reason to suspend the RJ Orders?

A. The map is a good start, but it does not include the additional facts necessary to make it meaningful. Accordingly, I have taken facts known to me to annotate the map. My annotated map is Intervenor Priscilla Weaver Exhibit 100.

Q. Please explain your annotations and why they mitigate against lifting the Orders.

A. The Stipulating Parties' map (S.P. Ex. 103), when copied in color, shows in pink the areas Lumen bid on and won – their RDOF Build, as well as in faint letters the names of towns within and around their RDOF Build, and also faintly, some of the rivers. Roads do not show, nor is there any indication of which Lumen customers will receive fiber optic wire and more importantly, how many will not. And so, I set out to create the most accurate copy of Lumen's map as I could that would show where the towns and roads are, where Lumen's RDOF Build will take place, and by the absence of "pink," where customers will not be able to have their land line service transferred onto the more reliable fiber optic wire and instead will still be dependent on the ancient copper wiring.

Q: Does your annotated map show where the build itself will take place, and if so, explain.

A.Yes, As noted in the joint testimony, the RDOF auction and awarded contracts are based on census blocks. If your copy of Lumen's Exhibit 103 is in color, the build can be within each pink

portion of the map. If your copy is in black and white, you cannot see where the build is, so I indicated the census blocks with black dots. In either case, the build runs from about 2100 Little Applegate Road up to about 6500 Little Applegate Road, a short way on Yale Creek, a house or two perhaps on Sterling Creek next to the ghost town of Buncom, all fairly narrow strips in pink or shown by dots; a non-contiguous area on Sterling Creek Road showing as a medium-sized pink blob or set of dots; and a really big pink blotch labeled "CenturyLink, Inc." This big pink blob is almost entirely mountainous and most of it is uninhabited. For example, no residents of Copper will get fiber to their homes because the town of Copper (ironically, just like CenturyLink's buried copper wires) has been water-logged since 1980, when it was completely submerged beneath the waters of the Applegate Reservoir.

Q: Based on your work, how many customers are we talking about here?

A.As far as I can determine, there are about 40-45 CenturyLink customers on Little Applegate Road and Yale Creek Road. I say this because I tried to call all of them on my portion of our local "phone tree" on September 3, during the 2023 Labor Day weedend outage to see how many of us were without service. 39 of my neighbors had the same fast "busy" signal I got on my non-functioning land line. Another 4 went immediately to voice mail, which in my experience also means the phone is not working. Of these 44 customers and myself, as best as I can determine, at least 14 customers (30%) are not covered by the RDOF Build: 485, 495, 1201, 2100, 2109, 2111, and 2107 Little Applegate Road; and 995, 1066, 1403, 1555, 1584, 1595, and 3300 Yale Creek Road. This is my best estimate. I do not know precisely where the

edges of the pink CenturyLink RDOF map blobs are. But even if I erroneously counted someone in or out of the build, we are talking about at least one quarter of the customers who will not get fiber.

Q: Based on your work, are there any other CenturyLink customers in the rural Jacksonville call center area who will not receive fiber to their homes to replace their buried copper wiring? If so, explain.

A.Yes. This percentage does not include customers farther up Yale Creek or Little Applegate Road who are beyond my section of our "phone tree." Nor do I have knowledge of how many CenturyLink land line customers there are on or near Highway 238 between Jacksonville and Ruch, or on Upper Applegate Road between Ruch and McKee Bridge, or on Sterling Creek Road between Buncom and Jacksonville, or how many of them would be considered "Protected Customers" if the RJ Orders were lifted. What I do know from Lumen's map and my annotated version of the same map is this: other than residents where Sterling Creek Road skirts the pink blob (or black dots), none of these people are within the RDOF Build. It appears that considerably more, perhaps dozens, of "protected" Lumen customers in the rural Jacksonville area will not have the copper wire bringing phone service to their homes replaced with more reliable fiber optic cable.

Q. Since you cannot narrow down the number of rural Jacksonville area customers who will not receive fiber any more precisely than "perhaps dozens," are there any other facts that

can help the Commission figure out, or at least estimate, the number of customers in the rural Jacksonville area who will not receive fiber to their homes from the RDOF Build?

A,Yes, and helpfully the key fact is contained on page 21 of the Joint Testimony filed by Staff and Lumen. There they state that the number of customers currently protected by the RJ Orders is 100. We know from my work that about 44 of them are on Little Applegate and Yale Creek Road and a bit of Sterling Creek near Buncom. That means there will be no Lumen fiber optic cable strung to the remaining 56 customers on the rest of Sterling Creek (minus whoever is covered by the pink blob in the upper right quadrant) and all the way from Jacksonville on Highway 238 to Ruch and then on Upper Applegate Road to what would have been Copper. Assuming for the sake of argument there are 10 more customers in the Sterling Creek pink blob who will get fiber, that means 46 customers (56-10) in the remaining part of rural Jacksonville currently protected by the RJ Orders will not receive fiber. In other words, of the 100 protected customers, 60 of them (14+46), or 60%, will still be dependent on the notoriously unreliable buried copper wire for their essential land line service. If we assume there are more customers covered by the Sterling Creek portion of the RDOF build, perhaps as many as 20, the percentage of customers not receiving fiber would drop to 49% (14+35). With such a high percentage of customers currently protected by the RJ Orders not receiving fiber, it would be particularly unjust and even imprudent to put our lives at risk again by lifting the Orders, especially during the build-out phase.

Q: You state in your objections to the Stipulation that the rationales for suspending and not enforcing the RJ Orders during the RDOF Build are without merit. What facts support this objection?

A. The facts showing why the proposed Price Plan protections are dramatically weaker than the RJ Orders, especially in the unique circumstances of this case, with its voluminous factual record, are set out in the previous pages of my testimony.

Q: What is the factual basis for your objection that "regulatory burden" is not supported as a reason to suspend the RJ Orders and fold their operative and enforcement provisions into the Price Plan?

A.If this justification for the Price Plan (Stip. Att. A, section 2 at p. 2) is intended to refer to the supposedly "better" service quality provisions in the Price Plan, it is contrary to the facts as I have laid out in earlier pages of my testimony. If it is intended to refer to the two pages of regulations that will be waived (Id. pp. 12-13), there are no facts I am aware of linking those waivers to the RJ Orders. The laundry list of waivers should be sufficient incentive for Lumen to agree to the Price Plan without sweeting the pot by allowing Lumen also to rid itself of the troublesome threat of fines at the expense of rural Jacksonville's health and safety.

Q. Is there additional basis for your objection about regulatory burden?

A.Yes. Lumen implies that somehow they are being unfairly burdened by having regulatory service quality issues included in the Price Plan (S.P. Testimony at 10) because such issues "do not typically" form part of Price Plans. What Lumen purposely omitted here are the hundreds of pages in dockets UM 1908/2206 of facts showing why this is not a "typical" case; it is, in

Lumen's words, "unique." Any added regulatory burden (after subtracting out all the waivers) is a self-inflicted wound that cannot possibly justify suspending the RJ Orders at this point.

Q: What is the factual basis for your objection that "administrative burden" is not supported as a reason to suspend the RJ Orders and fold their operative and enforcement provisions into the Price Plan?

A. The fact that Staff and Lumen came up with two different levels of protection within the Price Plan is not the RJ Orders' customers' fault. We did not ask for it and we do not think it works for us and we most assuredly do not believe it is a reason to strip from us the efficient and demonstrably effective protections in the RJ Orders. To say that it is "difficult" for us to determine which requirements apply to us is just nonsense. I am confident that all 100 customers in the RJ Orders can read the orders and know that if CenturyLink does not repair our outages in 48 hours, the Commission will issue fines. At most, a simple communication to all 100 of us (perhaps an insert to the notice of increased rates?) assuring us that notwithstanding the new Price Plan, we will continue to be protected by the RJ Orders. And as I outlined above, the administrative burden of multiple pages of graphs and charts and formulas is a burden of Lumen's, and for that matter, the Staff's own making.

Q: Does this conclude your testimony?

A. Yes.

DOCKET NOS. UM 1908/UM2206
WITNESS PRISCILLA WEAVER

PUBLIC UTILITY COMMISSION
OF
OREGON

INTERVENOR PRISCILLA WEAVER EXHIBIT 101:

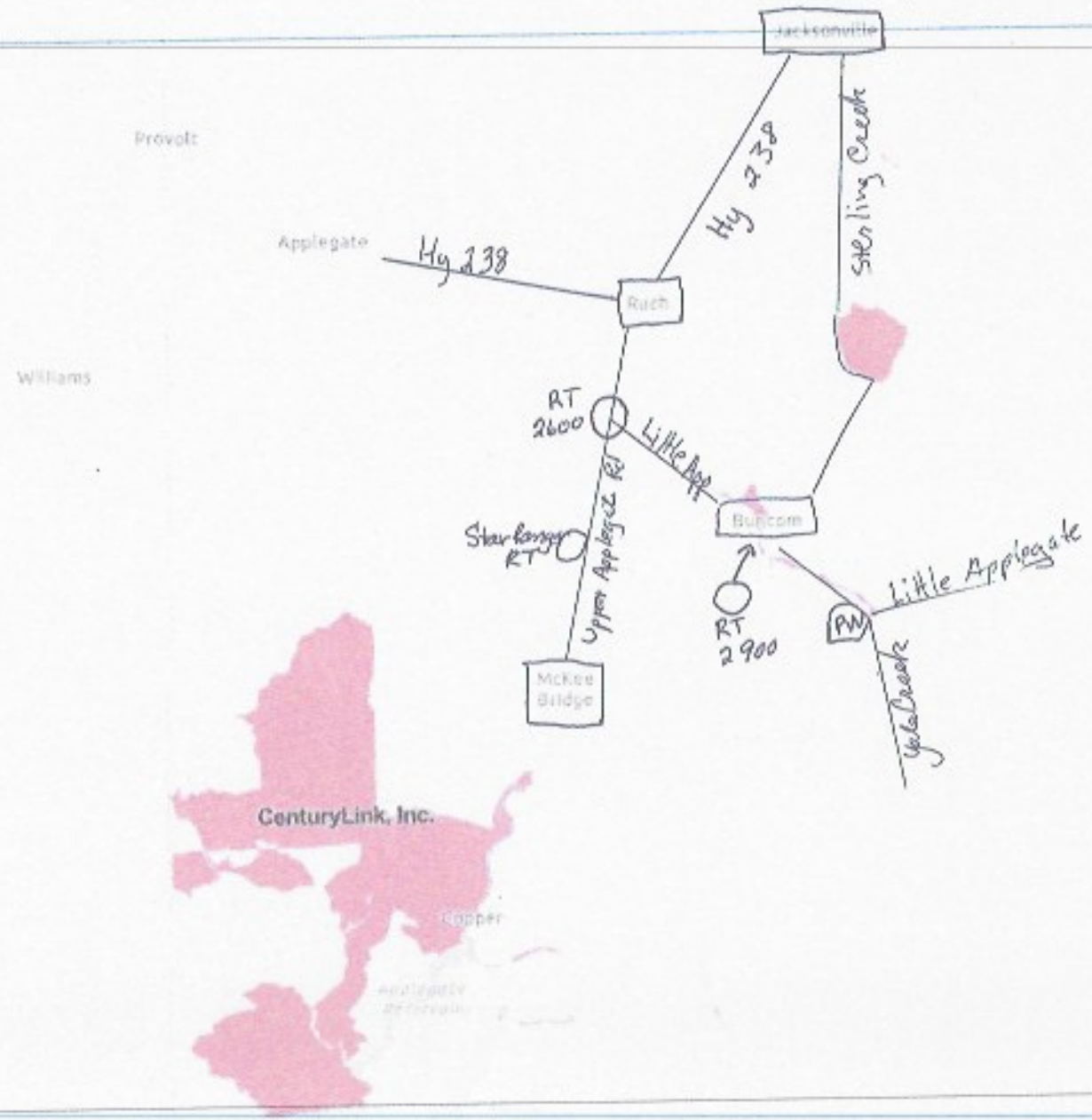
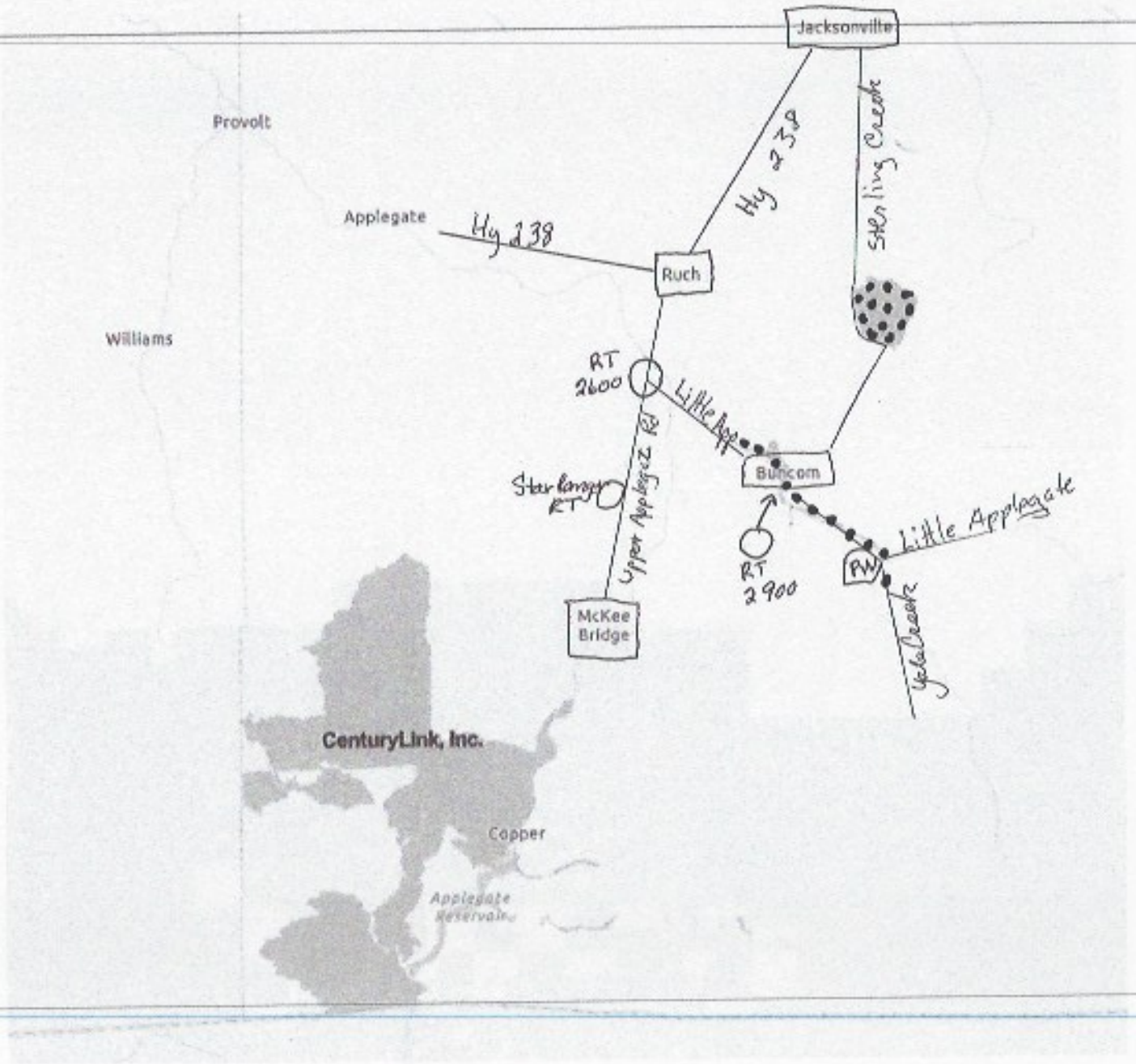
EXHIBIT 101A: COLORED VERSION
EXHIBIT 101B: BLACK AND WHITE VERSION

ANNOTATED VERSION OF LUMEN'S RDOF MAP
(i.e., of STIPULATING PARTIES EXHIBIT 103)

OCTOBER 24, 2023

Stipulating Parties/103
Beltzet-Gose/1

Intervenor Priscilla Weaver/101A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