

**Exh. MLT-3T
Docket UT-190209
Witness: Michael L. Turcott**

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

**QWEST CORPORATION d/b/a
CENTURYLINK QC,**

Respondent.

DOCKET UT-190209

REBUTTAL TESTIMONY OF

Michael L. Turcott

**STAFF OF
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

*Response to the Testimony of Random Mills
and Philip E. Grate*

February 13, 2020

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1 **I. INTRODUCTION**

2

3 **Q. Please state your name.**

4 A. My name is Michael L. Turcott.

5

6 **Q. Are you the same Michael L. Turcott who filed testimony with the Washington**
7 **Utilities and Transportation Commission (Commission) on behalf of**
8 **Commission Staff (Staff) on October 25, 2019?**

9 A. Yes.

10

11 **II. SCOPE AND PURPOSE OF TESTIMONY**

12

13 **Q. Please summarize the scope of your testimony.**

14 A. In my testimony I will respond to pre-filed response testimony from Random Mills
15 and Philip E. Grate, who testify on behalf of CenturyLink.

16

17 **Q. In addition to reviewing the testimony of Mr. Mills and Mr. Grate, did you also**
18 **review any other relevant Commission cases?**

19 A. Yes. I reviewed the settlement agreement and Order 03 in Docket UT-140597 which
20 also involved a CenturyLink 911 outage.

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1 **III. DISCUSSION**

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Q. What did you find in the settlement agreement and Order 03 in UT-140597 that relates to the testimony of Mr. Mills and Mr. Grate in this case?

A. Order 03 discusses the critical nature of 911 service, the expectation that CenturyLink and its vendor(s) address all potential issues with 911, and the authority of the Commission to penalize for 911 failures on a per-call basis. In that case, witnesses testified on behalf of CenturyLink and Intrado on the issues that caused that outage and the measures CenturyLink agreed to take to ensure similar incidents will not recur.¹

Q. Please explain.

A. In paragraph 9 on page 4 of Order 03 the Commission outlines its expectation for 911 service in terms of the individual consumer.

The outage on April 9-10, 2014, was a potentially life-threatening incident. The citizens of this state reasonably rely on their ability to access emergency services by dialing 911. Their inability to do so for even a brief period of time poses a serious threat to public health, safety, and welfare, not just a violation of statute and Commission rules. The Settlement and supporting evidence, however, demonstrate that CenturyLink recognizes the gravity of the outage and the critical importance of ensuring the continuous availability of the 911 service it provides.²

¹ UT-140597, Order 03 at 4, ¶¶ 9-10.
² UT-140597, Order 03 at 4, ¶ 9.

1 In paragraph 10 on page 4 of Order 03 the Commission discusses
2 CenturyLink's commitment to address all potential 911 issues. "CenturyLink and
3 Intrado have agreed with the FCC to develop and implement extensive compliance
4 plans to address all potential 911 issues, not just those that caused the outage in April
5 2014." Also in paragraph 10, it is noted that CenturyLink agreed to penalties on a per
6 failed call basis.³

7 In the ordering section of Order 03, on page 11, the Commission approved
8 the settlement in full, including the penalty.⁴

9
10 **Q. What did you find notable about Mr. Mills' testimony?**

11 A. Mr. Mills testifies that his company spent a year planning the switch upgrade
12 project.⁵ This suggests that the timing and execution of the upgrade was at the
13 discretion of the company. There was no need to rush or cut corners. There was
14 sufficient time to "address all potential 911 issues" as the Commission describes in
15 Order 03, in Docket UT-140597.

16 On page 3 of his testimony Mr. Mills describes how "a machine error
17 resulted in ITG flags not uploading correctly to the provisioning database for the new
18 Englewood switch for a small portion of the migrating trunk groups."⁶ Mr. Mills
19 testifies again about machine error further on in his testimony, attempting to
20 distinguish it from a human error and minimizing the significance of the failure.⁷ I

³ UT-140597, Order 03 at 4, ¶ 10.

⁴ UT-140597, Order 03 at 11, ¶¶ 41-44.

⁵ Mills, Exh. RM-1TC at 2:19-20.

⁶ Mills, Exh. RM-1TC at 3:6-8.

⁷ Mills, Exh. RM-1TC at 7:6-15.

1 would like to point out that humans create machines (or computers), and humans
2 give machines the instructions (or software) to operate. A “machine error” is the
3 result of a human error.

4 On page 6 of his testimony, Mr. Mills testifies to the expected benefits of the
5 switch upgrade project, and that the outage would not have occurred had it not been
6 for the upgrade. I note from this testimony that although there was value in
7 performing the upgrade, it was not an emergency situation and, as noted previously,
8 Mr. Mills’ team had a year to prepare. Again, the scope, timing, and execution of this
9 project was discretionary and under the full control of CenturyLink’s contracted
10 vendor, Intrado.⁸

11 Mr. Mills notes on page 8 that 911 service in Washington was never “hard
12 down,” meaning some emergency calls were able to go through during the outage
13 period. This is good, however, it’s of little consolation to the 148 consumers who
14 needed emergency assistance, some of whom called more than once. I don’t find Mr.
15 Mills’ testimony that the interruption was “relatively short in duration and scope” at
16 all comforting.⁹

17
18 **Q. Did Mr. Mills testify as to additional steps taken after the outage to prevent this**
19 **type of interruption in the future?**

20 A. Yes. After Mr. Mills testifies that his company did everything in its power to avoid
21 this system failure, and that it was the machine’s fault, he testifies that the company

⁸ Mills, Exh. RM-1TC at 6:3-7:5.

⁹ Mills, Exh. RM-1TC at 8:9-13.

1 was later able to identify three needed process improvements. First, Intrado added a
2 third validation check to the database migration process which required their
3 technicians to manually inspect all trunk group data after transfer. Second, they
4 implemented a policy of pre-notification of all maintenance events to CenturyLink
5 regardless of severity level or disruption potential. Third, they upgraded the physical
6 resources of their provisioning server and restricted user access. As a lay-person I
7 would expect that Intrado or CenturyLink would have taken these steps before.¹⁰
8

9 **Q. Did Mr. Mills testify about the likelihood of recurrence of this type of outage?**

10 A. Yes. Mr. Mills testifies that this type of outage is not likely to happen again, only
11 because the project is completed and because the 911 provider in Washington is no
12 longer CenturyLink and Intrado.¹¹
13

14 **Q. How would you sum up Mr. Mills' testimony?**

15 A. I think Mr. Mills did the best he could to provide an explanation for the inexcusable,
16 that is, a failure of the system which is expected to provide reliable 911 service to
17 Washington consumers. Intrado knew there were potential risks associated with this
18 project. Intrado attempted to mitigate those risks by breaking the network upgrade
19 into small pieces and doing the work at night when call volumes were lower. But
20 they didn't go far enough. Afterward, the company blamed the machine for failing.

¹⁰ Mills, Exh. RM-1TC at 10:6-12.

¹¹ Mills, Exh. RM-1TC at 10:15-19.

1 And with the benefit of hindsight Intrado identified three additional steps they should
2 have taken beforehand to ensure success.

3
4 **Q. What did you find notable about Mr. Grate's testimony?**

5 A. The details on the failed calls are not in dispute. Mr. Grate admitted in his testimony
6 that on July 12, 2017, 222 emergency calls to 911 from 148 unique Washington
7 callers failed to complete. Mr. Grate points out that these calls did reach the selective
8 router. I don't believe any Washington consumer needing emergency assistance
9 would find comfort in knowing that his or her call to 911 only made it as far as the
10 selective router. Similarly, with respect to the advancement of 911 technology, I
11 don't believe any Washington consumer needing emergency assistance is interested
12 in which system (E911 or NG911) is in place when they pick up the phone to call for
13 help. This technology must work every time. The expectation is no different for the
14 Space Shuttle or someone's pacemaker. Lives depend on this technology working
15 every time, and newer technology should be better than what it replaces.

16
17 **Q. Does WAC 480-120-450 apply to NG911?**

18 A. Of course it does. Mr. Grate states on page 6 that the Commission has not
19 promulgated a rule to regulate NG911 service, implying both that CenturyLink was
20 providing ubiquitous NG911 service and that the existing rule does not apply to
21 NG911. While it is true that aspects of the rule are directed specifically at E911, the
22 rule sets a minimum threshold for 911 service, and all providers, including
23 CenturyLink, must comply with the rule.

1 **Q. What is your response to Mr. Grate’s testimony on page 8 that “[i]t is**
2 **CenturyLink’s position” that the upgrade failure was not a violation of RCW**
3 **80.36.080?**

4 A. On the matter of adequate and sufficient facilities, with today’s technology, a piece
5 of equipment is only as good as the software that operates it and the procedures in
6 place to maintain it. It’s analogous to having a luxury automobile that’s poorly
7 maintained and is not running on all cylinders. The adequacy and sufficiency of a
8 company’s facilities are only as good as the company’s procedures and its overall
9 commitment to quality. CenturyLink’s facilities, through its contractor Intrado, were
10 not adequate nor sufficient and failed to provide reliable 911 service to Washington
11 consumers. And as a result, on July 12, 2017, 148 consumers made 222 unsuccessful
12 attempts to reach 911.

13
14 **Q. Does Mr. Grate’s testimony regarding penalties lead you to change your penalty**
15 **recommendation in any way?**

16 A. No. On the matter of penalties, it is correct under statute and has been the practice of
17 the Commission that a single failed call represents a single violation. CenturyLink
18 has negotiated settlements in the past on a per-violation basis, which the Commission
19 accepted. Mr. Grate also misrepresents Staff’s recommendation on the amount of
20 penalty. Staff recommends a penalty of **up to** \$222,000 for 222 violations of the rule
21 and the statute together. RCW 80.04.380 provides for penalties **not to exceed** \$1,000
22 per violation. Staff could have requested \$444,000 in penalties for violations of the
23 rule and the statute separately but believes that a maximum of \$222,000 is both

1 consistent with the Commission's enforcement policy (discussed in my investigation
2 report) and appropriate for the context of this case.

3

4 **Q. Does this conclude your testimony?**

5 A. Yes.

6