

**BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

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

Respondent.

DOCKET UT-190209

**CROSS-EXHIBITS FOR
MICHAEL L. TURCOTT
March 31, 2020**

REQUEST NO. 1:

Please identify by docket number all testimony Mr. Turcott has given in Commission proceedings in telecommunications cases.

RESPONSE:

Mr. Turcott has not testified in telecommunications cases prior to the current case.

REQUEST NO. 2:

Please state whether Mr. Turcott is offered as a telecommunications expert in this case. Please provide:

- a. Mr. Turcott's education in the field of telecommunications.
- b. Mr. Turcott's telecommunications experience.
- c. Any experience Mr. Turcott has managing or operating a telecommunications system owned by a regulated telecommunications provider.
- d. Any experience Mr. Turcott has designing and/or operating an Internet Protocol (IP) enabled statewide NG911 system.
- e. Any experience Mr. Turcott has that qualifies him to evaluate the operation and performance of a multicounty NG911 system.

RESPONSE:

Mr. Turcott is not offered as a telecommunications expert in this case, and has none of the education or experience identified in items a-e. Mr. Turcott is a compliance expert. As an investigator for the Consumer Protection Section, Mr. Turcott investigated a number of companies regulated by the Commission and assessed compliance with a variety of laws and rules enforced by the Commission.

REQUEST NO. 3:

Please identify all telecommunications experts with whom Mr. Turcott consulted about the July 12, 2017 event, describe the nature of the consultation and the qualifications of each expert that qualifies him or her as a telecommunications expert.

RESPONSE:

Mr. Turcott's investigation concerned CenturyLink's compliance with state law and Commission rules related to the provision of 911 service and Mr. Turcott did not "consult" with internal or external experts regarding technical or engineering issues.

REQUEST NO. 4:

Please identify all Staff members with whom Mr. Turcott consulted about the July 12, 2017 event prior to Staff's filing of the present complaint against CenturyLink. Describe the particular telecommunications expertise of each person identified.

RESPONSE:

Mr. Turcott's investigation concerned CenturyLink's compliance with state law and Commission rules related to the provision of 911 service.

Mr. Turcott consulted with the following Consumer Protection staff of the Commission:

Kristi Ferguson – investigated telecommunications companies and other companies regulated by the Commission (no longer employed with the Commission)

Susie Paul – investigated telecommunications companies and other companies regulated by the Commission

Bridgit Feeser – supervises compliance investigations of telecommunications companies and other companies regulated by the Commission

REQUEST NO. 5:

Mr. Turcott's direct testimony, at page 3, line 5 states: "**Q. What role does CenturyLink play in 911 communications in the state of Washington?** A. At the time of the outage, CenturyLink was the statewide provider of 911 services under a contract with the WMD."

- a. Before Staff brought its complaint against CenturyLink did Mr. Turcott familiarize himself with the terms of the contract (hereinafter "ESINet Contract") between CenturyLink and WMD for statewide NG911 service that was in effect on July 12, 2017? If not, why not?
- b. When Mr. Turcott prepared the complaint against CenturyLink, was he aware that the ESINet Contract required CenturyLink to provide an Internet Protocol (IP) enabled Emergency Services Information Network (ESINet)?
- c. Does Mr. Turcott know whether the Commission is a party to the ESINet Contract? Please explain your answer.
- d. Does Mr. Turcott know what role, if any, the ESINet Contract assigned to the Commission?
- e. Does Mr. Turcott know whether the ESINet Contract provides that the Commission is responsible for enforcing the contract? Please explain your answer.
- f. Did the ESINet contract in effect on July 12, 2017 require that CenturyLink complete all 911 calls? If so, please identify the specific language. If the response to this question is that Staff does not know, please explain why Staff does not know.
- g. Is Mr. Turcott aware of any Washington statutes governing the provision of statewide NG911 service over an IP enabled ESINet? If so, please list those Washington statutes.
- h. Is Mr. Turcott aware of any Washington statutes that authorize the Commission to regulate the provision of NG 911 service provided over an IP enabled ESINet?
- i. Is Mr. Turcott aware of any Washington statutes granting the Commission authority to promulgate regulations concerning NG911 service provided over an IP enabled ESINet for which the Washington Military Department (WMD) has contracted? If so, please list the Washington statutes and explain how they grant such authority.
- j. Does Mr. Turcott know whether the Commission promulgated a rule that regulates the statewide NG911 service provided over an IP enabled ESINet pursuant to contract with the WMD? Please explain your answer.

RESPONSE:

- a. No. Staff investigated whether CenturyLink had complied with the laws and rules enforced by the Commission and not whether CenturyLink was in compliance with the WMD contract.
- b. No.
- c. It is Mr. Turcott's understanding that the Commission is not a party to the contract. Mr. Turcott possesses background knowledge of the contract from his review of the enforcement proceeding that the Commission initiated against CenturyLink in Docket UT-140597.
- d. No.
- e. Mr. Turcott is not familiar with the contract but understands that the Commission is not a party to the contract and therefore would not enforce the contract.
- f. Mr. Turcott is not familiar with the terms of the contract. His investigation concerned CenturyLink's compliance with state law and Commission rules related to the provision of 911 service and not whether CenturyLink was in compliance with the WMD contract.
- g. No, except to the extent that state laws related to the provision of 911 service and enforced by the Commission apply to the provision of 911 service regardless of underlying technology.
- h. No, except to the extent that state laws related to the provision of 911 service and enforced by the Commission apply to the provision of 911 service regardless of underlying technology.
- i. No, except to the extent that state laws and rules related to the provision of 911 service and enforced by the Commission apply to the provision of 911 service regardless of underlying technology.
- j. No, but state laws and rules related to the provision of 911 service and enforced by the Commission apply to the provision of 911 service regardless of underlying technology.

REQUEST NO. 6:

The CenturyLink Investigative Report, (Exhibit MT-2) page 11, reads: “By failing to ensure that its vendors properly test software configuration changes before implementation and have redundancy in place to prevent future failures, CenturyLink allowed this outage to occur.”

- a. Please admit Intrado was not engaged in a software configuration change or in the alternative, identify the software configuration change that occurred.
- b. Please explain with specificity the proper testing that Staff believes was not done.
- c. Please describe and explain the redundancy that Staff believes should have been in place.

RESPONSE:

- a. “Software configuration change” is CenturyLink’s term. Refer to CenturyLink’s confidential exhibit 1-2C, emailed by Maura Peterson to Kristi Ferguson on September 13, 2017 in response to data requests CP-1 through CP-8.
- b. It is beyond the role and expertise of Staff to oversee CenturyLink’s testing of proposed software configuration changes.
- c. It is beyond the role and expertise of Staff to engineer system redundancy to ensure CenturyLink can provide reliable service.

REQUEST NO. 7:

The CenturyLink Investigative Report (Exhibit MT-2) page 12, reads: “Unfortunately, this incident was just the latest in a pattern of CenturyLink system failures. Like the 2014 and 2016 incidents, this outage involved a failure at a central switch, with no redundant system in place to prevent an interruption of service. Staff believes that unless CenturyLink makes significant changes, such as better quality control and system redundancy at central switches, another failure is likely.”

- a. Please describe with specificity and explain what system redundancy was not in place that Staff believes should have been and state the legal or contractual basis for that redundancy requirement.

RESPONSE:

It is beyond the role and expertise of Staff to engineer system redundancy on behalf of telecommunications providers like CenturyLink so that they are in compliance with state laws and rules related to the provision of 911 and enforced by the Commission.

REQUEST NO. 8:

Please admit that Staff has no evidence of a failure of CenturyLink's (as distinct from Comtech's) multicounty NG911 system since July 12, 2017 or, in the alternative, identify the date and nature of the post July 12, 2017 CenturyLink NG911 system failure or failures including the number of failed calls to 911 placed through the CenturyLink NG911 system and identify the source of the facts upon which you rely.

RESPONSE:

This case addresses an event that occurred on July 12, 2017, and other outages are beyond the scope of this case. Staff is currently investigating a 911 outage that occurred in December 2018.

REQUEST NO. 9:

Mr. Turcott states that on the matter of penalties it “has been the practice of the Commission that a single failed call represents a single violation. CenturyLink has negotiated settlements in the past on a per-violation basis, which the Commission accepted.” (Exhibit MLT-3T, page 7)

- a. Please admit that each settlement agreement referred to in that statement that CenturyLink negotiated included a term providing that the settlement would have no precedential value in other proceedings.
- b. Please provide citations to any Commission orders that were not the result of a settlement where the number of violations was calculated on a per-call basis.

RESPONSE:

- a. While settlements do not bind the Commission or its Staff to decide a particular issue a particular way in the future, Staff does consider past settlements in the resolution of cases.
- b. The Commission penalizes, consistent with the penalty statutes, on the basis of each and every violation. While Staff has not identified an order in a contested case, charging violations on a per-call basis is consistent with the per-occurrence basis authorized by the penalty statutes.