

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

QWEST CORPORATION d/b/a
CENTURYLINK QC,

Respondent.

DOCKET UT-140597

MULTIPARTY SETTLEMENT
AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Staff) and Qwest Corporation d/b/a CenturyLink QC (CenturyLink or Company) adopt the following settlement agreement (Agreement) to resolve all issues in Docket UT-140597, which concerns an April 2014 statewide 911 outage. This Agreement is a multiparty settlement under WAC 480-07-730(3). The Public Counsel Unit of the Washington State Office of the Attorney General has intervened in this docket but has not joined this Agreement. As used in this Agreement, the term “parties” means Staff and CenturyLink.

II. JURISDICTION

2 The Washington Utilities and Transportation Commission (Commission) has jurisdiction to approve and enforce this Agreement.

III. EFFECTIVE DATE

3 This Agreement is effective on the service date of a final Commission order approving this Agreement without modification, or on the date that an initial order approving this Agreement without modification becomes a final order pursuant to WAC

480-07-825(7). If any party to the proceeding appeals such an order, the Effective Date of this Agreement shall be tolled during such appeal and the Agreement will not become effective unless the final order approving the Agreement without modification is upheld.

IV. STIPULATION OF FACTS

4 CenturyLink is a local exchange company doing business in the state of Washington.

5 At all relevant times, CenturyLink contracted with the Washington Military
6 Department to provide 911 services within Washington state.

7 On April 9, 2014, at 11:54 p.m. PDT, CenturyLink's 911 system ceased routing
8 and/or processing of Washington state 911 calls, resulting in a statewide 911 service outage.

9 During the outage, CenturyLink's system failed to route 5,684 calls to 911 call
10 centers, known as public safety answering points (PSAPs). An additional 792 calls to 911
11 were completed during the outage via alternate routing.

12 The outage lasted until 6:06 a.m. PDT on April 10, 2014. The outage duration was
13 six hours and twelve minutes.

14 The outage left Washington state residents without access to fully-functioning 911
15 services provided by CenturyLink.

16 The outage affected 911 call processing to all Washington state PSAPs.

17 CenturyLink failed to deliver timely notice of the outage to 51 Washington state
18 PSAPs. Personnel at these PSAPs learned of the outage from a source other than
19 CenturyLink.

20 At all relevant times, CenturyLink contracted with Colorado-based Intrado Inc.
21 (Vendor) to provide 911 call routing and database services.

13 The Vendor owns and operates two emergency call management complexes, or
ECMCs, one in Englewood, Colorado, and one in Miami, Florida.

14 At the time of the outage the Colorado ECMC was designated as Washington state's
primary ECMC and the Florida ECMC as Washington state's backup ECMC.

15 Calls to 911 originating in Washington state were routed through the Colorado
ECMC.

16 Software at the Vendor's Colorado ECMC administered a pre-set call limit. The
software automatically ceased routing 911 calls requiring centralized automated message
accounting (CAMA) trunks to PSAPs after a counter incremented by calls of that type
reached its limit of 40 million calls.

17 On April 9, 2014, the Colorado ECMC processed its 40 millionth 911 call requiring
a CAMA trunk and thereafter automatically ceased routing Washington state 911 calls
requiring CAMA trunks to Washington state PSAPs.

18 The malfunction at the Colorado ECMC had no impact on routing capabilities at the
Florida ECMC.

19 The Florida ECMC was capable of processing all 911 traffic that failed at the
Colorado ECMC.

20 CenturyLink's Vendor failed to timely execute automated "failover," or rerouting, of
Washington state's 911 traffic to the Florida ECMC when the Colorado ECMC failed.

21 Software at the Colorado ECMC began issuing low-level alarms when the outage
began.

22 Alarms triggered by the outage failed to alert the Vendor's and CenturyLink's
personnel to the nature and severity of the problem, resulting in a delayed mitigation effort.

23 The Vendor executed manual failover, or rerouting, of Washington state's 911 traffic
from the Colorado ECMC to the Florida ECMC. The Vendor completed manual failover at
approximately 6:06 a.m., on April 10, 2014.

24 Manual rerouting enabled full restoration of Washington state 911 services.

V. TERMS OF AGREEMENT

25 First admission. CenturyLink admits that it violated RCW 80.36.080.

26 Second admission. CenturyLink admits that it violated WAC 480-120-450(1).

27 Third admission. CenturyLink admits that it violated WAC 480-120-412(2).

28 Scope of admissions. CenturyLink admits the violations above for settlement
purposes only.

29 Penalty. CenturyLink will pay to the Commission a penalty of \$2,854,750. The full
penalty amount is due within 45 calendar days of the Effective Date of this Agreement.

30 FCC compliance reports. CenturyLink will contemporaneously submit to Staff
copies of all "compliance reports" filed with the Federal Communications Commission
(FCC) pursuant to paragraph 13(a) of the 911 outage consent decree adopted by the FCC on
April 6, 2015, in File No. EB-SED-14-00017187.

31 Compliance officer. CenturyLink will designate a compliance officer responsible for
monitoring the Company's compliance with this Agreement.

32 PSAP trunk member (PTM) threshold counter quarterly reporting. Until all
Washington PSAPs have completed the transition to Next Generation 911 (NG911),
CenturyLink will submit to Staff quarterly reports detailing (1) the maximum number of
messages the Company's PTM threshold counter can process; (2) the frequency of manual
review (e.g., daily, weekly, monthly); and (3) the counter value as of the reporting date.

33 Annual audit. Until all Washington PSAPs have completed the transition to NG911, CenturyLink will: (1) annually perform a 911 Circuit Diversity Audit as outlined in the FCC's Report and Order in PS Docket No. 13-75, issued on December 12, 2013 (FCC 13-158); and (2) report the results to Staff.

34 IP transition status reports. Until all Washington state PSAPs have completed the transition to NG911, CenturyLink will submit to Staff annual IP transition status reports.

VI. GENERAL PROVISIONS

35 Public interest. The parties agree that this Agreement promotes the public interest, and that it is appropriate for unconditional Commission acceptance under WAC 480-07-750.

36 Advocacy. The parties agree to advocate for acceptance of this Agreement before the Commission. After the Commission accepts this Agreement, no party or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the Agreement.

37 Announcements and news releases. The parties agree to provide each other the right to review, in advance of publication, any announcement or news release that the party intends to make about this Agreement. The right to review includes a reasonable opportunity to comment on and request changes to the text of such announcements or news releases.

38 Commission rejection or modification. In the event the Commission rejects all or any portion of this Agreement, or accepts the parties' settlement upon conditions not proposed in this Agreement, and the parties cannot agree on revised terms to incorporate the Commission's decision, each party reserves the right to withdraw from this Agreement by written notice to the other party and to the Commission. Written notice must be served within 10 business days of the order rejecting part or all of this Agreement or imposing conditions not proposed in this Agreement. In the event one party withdraws by serving

written notice, neither party will be bound or prejudiced by the terms of the Agreement, and the parties agree to cooperate in the prompt development of a new procedural schedule.

39 Other proceedings. This Agreement has no precedential or preclusive effect in other proceedings.

40 Final agreement. This Agreement supersedes all prior oral and written agreements concerning issues addressed herein.

41 Counterparts. The parties may execute this Agreement in counterparts. Copies sent by electronic mail are as effective as original documents.

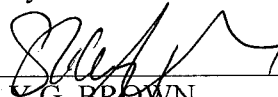
42 Authorized representatives. Each person signing this Agreement warrants that he or she has authority to bind the party that he or she represents.

DATED this 10th day of September 2015.

QWEST CORPORATION d/b/a
CENTURYLINK QC

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

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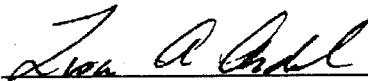
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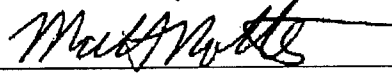
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