

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

Docket UT-181051

Washington Utilities & Transportation Commission v. CenturyLink Communications, LLC

**RESPONSE OF PUBLIC COUNSEL TO CENTURYLINK
DATA REQUEST NO. 15**

Request No: 15
Directed to: Public Counsel
Date Received: January 12, 2022
Date Produced: January 27, 2022
Prepared by: Brian Rosen
Witnesses: Brian Rosen

DATA REQUEST NO. 15.

Citing WMD's response to Public Counsel data requests, at page 28 of his Direct Testimony, Mr. Rosen states "It appears to me that the call failures remain CenturyLink's responsibility."

- a. Does Mr. Rosen claim to be qualified to provide a legal opinion as to which company was responsible, either as a matter of contract or as a matter of regulatory mandate, for the failed calls? Please fully explain your response.
- b. Is it Public Counsel's contention that CenturyLink would have been responsible for 911 call failures during the December 2018 outage had Comtech's SS7 links functioned properly, but instead Comtech experienced a malfunction within its gateway? Please fully explain your response.
- c. Is it Public Counsel's contention that CenturyLink would have been responsible for 911 call failures during the December 2018 had Comtech obtained SS7 links from a third party (e.g., AT&T), and that third party's links malfunctioned? Please fully explain your response.

RESPONSE:

- a. No. Rosen is not a lawyer and cannot provide a legal opinion. While Rosen does not provide a legal opinion here, he bases his professional and technical opinion on years of working with 9-1-1 systems and other public safety efforts as well as advising clients regarding the deployment of Next Generation 9-1-1 systems, selection of vendors, and technical evaluations of failures.
- b. Yes. The contract, with its amendments, only releases CenturyLink from the responsibilities of routing and being the Covered 9-1-1 Service provider as well as providing the PSAP side of the ALI interface. A gateway malfunction is not a routing failure. The definition of "Covered 911 Service Provider" is (in part) "Provides 911, E911, or NG911 capabilities such as call routing, automatic location information (ALI), automatic number identification (ANI), or the

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functional equivalent of those capabilities, directly to a public safety answering point (PSAP), statewide default answering point, or appropriate local emergency authority as defined ...”⁶ The definition does not include network or transport.

The contract required CenturyLink to provide “network, transport, PSAP interfaces, 911 trunk support, selective routing and ALI interfaces. The system must be scalable, affordable, reliable, redundant, and capable of resolving the limitations of the current legacy system.”⁷

The amendments relieved CenturyLink from selective routing and ALI interfaces, but by contract, it appears that CenturyLink is still responsible for network and transport. While Comtech has some responsibility for network and transport as well, there is no relief from CenturyLink’s responsibility.

- c. Yes. As above, CenturyLink is still responsible for network and transport per the contract.

⁶ 47 CFR § 9.19(4)(i)(A) (formerly 47 CFR § 12.4(a)(i)).

⁷ Rosen, Exh. BR-4C at 15 (WMD Response to Public Counsel Data Request No. 3, Attachment Washington State Military Department Contract E09-196 at 14).