

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION**

IN THE MATTER OF THE PETITION FOR
ARBITRATION OF AT&T
COMMUNICATIONS OF THE PACIFIC
NORTHWEST AND TCG SEATTLE WITH
QWEST CORPORATION PURSUANT TO
47 U.S.C. § 252(b)

Docket No. UT-033035

REBUTTAL TESTIMONY OF LORETTA A. HUFF

**CABS COMPLIANT BILLING
(Disputed Issue 27, Section 21.1.1.1.1)**

ON BEHALF OF

QWEST CORPORATION

October 10, 2003

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EXHIBITS TO TESTIMONY

Exhibit LAH-3RT:	CMP Change Request SCR012103-03ES
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Exhibit LAH-5RT:	CMP Change Request SCR012103-05ES
Exhibit LAH-6RT:	CMP Change Request SCR012103-06ES
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Exhibit LAH-9RT:	CMP Change Request SCR110802-01IG
Exhibit LAH-10RT:	CMP Change Request SCR110802-02IG
Exhibit LAH-11RT:	Final CMP Meeting Minutes 9-18-01 and 9-20-01

1 **I. INTRODUCTION**

2
3 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

4 A. The purpose of my testimony is to rebut the testimony of AT&T witness Mr. Hayes.¹

5
6 **Q. MR HAYES TESTIFIED REGARDING CABS BILLING. WHAT IS THE DISPUTE**
7 **BETWEEN THE PARTIES REGARDING CABS BILLING?**

8 A. AT&T agrees with Qwest that the key issue remaining is whether the CABS Billing system
9 changes requested by AT&T should be placed in the Interconnection Agreement (ICA) as
10 specific requirements or whether they should continue to be addressed and implemented through
11 the Change Management Process (CMP), through which the desired system changes have either
12 already been completed or have been scheduled for implementation.²

13
14 **II. THE CMP IS THE APPROPRIATE PLACE FOR SYSTEM CHANGES TO**
15 **BE HANDLED AND IS WORKING PROPERLY ON AT&T'S**
16 **REQUESTED CHANGES**

17
18 **Q. WHY IS THE CMP THE APPROPRIATE FORUM FOR ADDRESSING AT&T'S**
19 **REQUESTS?**

20 A. AT&T's change requests (CRs) should be addressed through CMP because the development

¹ The Direct Testimony of Robert Hayes is Exhibit RWH-1T.

² Exhibit RWH-1T, at 2, lines 14-17.

1 involved in making the changes to Qwest's billing systems affects all CLECs, not just AT&T.
2 CMP was designed specifically to provide the process through which CLECs and Qwest would
3 discuss and implement system changes. AT&T was an active and vocal participant in designing
4 the CMP and has accepted it as the mechanism for changing systems that affect multiple CLECs.
5 In fact, Qwest's Wholesale Change Management Process Document (CMP Document) requires
6 that "[a] CLEC or Qwest seeking to change an existing OSS Interface, to establish a new OSS
7 Interface, or to retire an existing OSS Interface *must* submit a Change Request (CR)."³ Because
8 changes to the CABS bill format require changes to Qwest's billing systems, AT&T's changes
9 should be handled through the CMP and not in the ICA. CMP is the appropriate process and
10 forum for AT&T's requested changes.

11
12 **Q. ARE THE CABS CRS SUBMITTED BY AT&T PROGRESSING THROUGH THE**
13 **CMP?**

14 A. Yes, they are. AT&T submitted its initial CR at the January 2003 systems CMP meeting. After
15 discussion with AT&T, and with AT&T's agreement, the initial CR was subsequently split into 8
16 CRs.⁴ Qwest evaluated the level of effort (LOE) necessary for implementation of each of the CRs
17 submitted by AT&T, as well as the technical complexities, limitations, and dependencies involved
18 in successfully implementing the changes. Qwest provided most of the targeted implementation

³ Qwest Wholesale Change Management Process Document, which is attached as Exhibit G to the ICA and is also publicly available at <http://www.qwest.com/wholesale/cmp/whatiscmp.html> (CMP Document), Section 5.1 (emphasis added).

⁴ SCR012103-01 was submitted by AT&T on January 21, 2003 and originally included all 10 items. Following initial investigation, Qwest recommended and AT&T agreed on March 4, 2003, to split the CR into separate CRs (SCR012103-01 through 08) to address the unique issues identified. The other two items originally included in SCR012103-01 were already covered by SCR110802-01IG and -02IG, which were submitted by Qwest. Two of these new CRs, SCR012103-01 (Process bill data and CSRs on the same day) and SCR012103-02 (Perform all standard CABS BOS edits on the UNE bills), were matched to system enhancements that Qwest already had scheduled for July 2003.

1 dates for the CRs at the May CMP meeting. Per the CMP, AT&T escalated 6 of the CRs on
2 June 4, 2003, asking that Qwest implement them by August 2003. Given the discussion in the
3 CMP regarding the technical complexities, limitations, and dependencies involved in developing
4 and implementing the CRs, AT&T must have known that the escalation date of August 2003 for
5 these CRs was impossible for Qwest to meet. Given the level of effort required, it was not
6 reasonable for AT&T to believe the date could be accomplished. On June 12, 2003, Qwest
7 responded to the escalation, stating that the August implementation date was not technically
8 feasible.⁵ AT&T has not submitted any further escalations for these CRs. No other CLECs have
9 submitted any escalations regarding the implementation dates for these CRs. The AT&T CRs are
10 moving through CMP as it was designed, and each CR has been evaluated and a targeted
11 implementation date assigned. The implementation dates are set forth in my direct testimony,
12 Exhibit LAH-1T at pages 24-35. In addition, as I discuss below, Qwest has moved the
13 implementation date for one of these CRs from September 2004 to May 2004.

14
15 **Q. DID QWEST EXPLAIN WHY THE REQUESTED AUGUST IMPLEMENTATION**
16 **DATE WAS NOT TECHNICALLY FEASIBLE?**

17 A. Yes. An escalation response letter was sent to AT&T for each CR explaining the technical
18 reasons why the CR could not be implemented in August.⁶
19
20

⁵ See Exhibit LAH-3 - LAH-8, attached, Systems Change Request and Action Item Status for each of the Escalated CRs, also publicly available at http://www.qwest.com/wholesale/downloads/2003/cmp/CLECQwestCMP_SystemsInteractiveReport.PDF?rn=33350

⁶ See Exhibits LAH-3 - LAH-8 (escalation responses), also available at <http://www.qwest.com/wholesale/cmp/escalations.html>.

1 **Q. HAS AT&T USED THE CMP DISPUTE RESOLUTION PROCESS?**

2 A. No. Although CMP provides a dispute resolution process when the good faith negotiations
3 between Qwest and a CLEC reach an impasse,⁷ AT&T has not pursued that option. The CMP
4 dispute resolution provision allows a CLEC or Qwest to submit an issue for resolution to the
5 appropriate regulatory agency, using the agency's procedures. The provision also allows the
6 parties to agree to resolve a disputed issue through an alternative dispute resolution process such
7 as mediation or arbitration. AT&T has not invoked the CMP dispute resolution provision
8 regarding its CABS CRs or any other issue. In fact, no CLEC has yet invoked the CMP dispute
9 resolution provision.

10

11 **Q. HAS AT&T FILED A COMPLAINT WITH ANY COMMISSION ON THIS ISSUE?**

12 A. No, AT&T has not filed a complaint with any Commission -- either through the CMP dispute
13 resolution provision or outside of CMP -- on this issue. Other than requesting in arbitration
14 proceedings that its proposed language be included in its ICA, AT&T's only action regarding the
15 CABS CRs has been to submit a single set of escalations requesting that Qwest meet an
16 impossible deadline. This ICA arbitration proceeding is not the appropriate forum for addressing
17 the issues AT&T raises regarding its CABS CRs because, as more fully discussed below, static
18 contract language does not provide the flexibility needed for the development and implementation
19 of technical systems changes. Instead, systems requirements must be established through a
20 dynamic process that allows Qwest and all affected CLECs to discuss issues that may arise at any
21 time before system changes are implemented, based on an informed analysis of the technical
22 complexities, limitations, and dependencies.

⁷ CMP Document, Section 15.0.

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Q. DOES QWEST BELIEVE INSERTING SPECIFIC SYSTEMS CR IMPLEMENTATION DATES AND PENALTIES FOR NOT MEETING THOSE DATE PLACED INTO AN ICA TO BE APPROPRIATE?

A. No. Qwest does not believe it is appropriate to put systems enhancement implementation dates into the ICA. The dates should be set in accordance with the CMP and after analysis of the technical issues presented. Additionally, the CMP specifically recognize that systems development is subject to difficulties and complexities that may cause a targeted date to change.⁸

Q. MR. HAYES STATES “QWEST HAS, ONLY OUT OF THE THREAT OF LOSING THIS ISSUE IN ARBITRATIONS, AGREED TO EVEN PROVIDE A CMP IMPLEMENTATION DATE.” IS THIS TRUE?

A. No. Most targeted implementation dates were provided at the May 2003 systems CMP meeting. The other targets were provided in July 2003. This did not reflect any unwillingness by Qwest to provide the information, only a desire to provide dates that are realistic and based upon the best available data and appropriate analysis. The system changes that AT&T requested through CMP in January 2003 have followed the prescribed change management processes. The changes are complex and involve thousands of hours of work. Qwest takes seriously the targeted implementation dates that it provides in response to CMP CRs. No party to the CMP benefits from unrealistic implementation dates. Therefore, significant work is done to understand a CR's impacts across various systems and the size of those impacts, and to establish meaningful target

⁸ CMP Document, Section 8.0.
⁹ Exhibit RWH-1T, page 8, lines 9-10.

1 dates.

2
3 **Q. ARE AT&T'S CHANGE REQUESTS SIMPLE TO IMPLEMENT?**

4 A. No. Most of the changes requested by AT&T require very significant system changes and
5 process modifications to the CRIS billing system.¹⁰ What might otherwise appear to be a
6 relatively simple change may have an impact throughout the whole billing process. For example,
7 adding a recurring/non-recurring indicator to an adjustment requires a change to systems that
8 operate from beginning to end of the billing process and also require a significant change to the
9 Qwest adjustment process.

10
11 **Q. PLEASE PROVIDE AN EXAMPLE OF THE COMPLEXITY OF AT&T'S**
12 **REQUESTS?**

13 Six of AT&T's CABS CRs add elements that are not currently available in any UNE-P or
14 Unbundled Loop bill format, and are not captured as part of the existing process or system flow.
15 Thus, the flow and process must be modified both to accommodate the new data to be captured.
16 For example, Qwest determined that the following system changes will need to occur in order to
17 implement CR012103-05-E14 "CABS/BOS IABS Updates: Populate service established dates
18 with the date on which serviced was established":

- 19
- 20 • All CSR media must be changed across all three CRIS regions.
 - 21
 - 22 • New fields will need to be established in the three CRIS systems¹¹ to identify the
 - 23 establish date and type for each USOC on the CSR¹².

¹⁰ Qwest's CRIS billing system is more fully described in my direct testimony. Exhibit LAH-1T at 9-10.

¹¹ Qwest's current operating territory is the product of the merger of three predecessor BOCs: Pacific Northwest Bell, Mountain Bell, and Northwestern Bell. The three BOCs' operating areas are now referred to as Qwest's Western,

- 1
- 2 • Online inquiry systems will need to be modified to accommodate the establish date
- 3 and the new field.
- 4
- 5 • BILLMATE™ will need to be modified to accommodate the new establish date
- 6 and the new field on files sent to BOS processes.
- 7
- 8 • BOS process will need to be modified to accommodate the new establish date and
- 9 the new field.
- 10
- 11 •
- 12
- 13 • CRIS Service Order inputs processes will need to be modified to accommodate the
- 14 new establish date and the new field.
- 15
- 16 • ASCII¹³ CSR processes will need to be modified to accommodate the new
- 17 establish date and the new field.¹⁴
- 18

19 Because multiple areas of the system require significant changes, a new data element cannot
20 simply be inserted into the existing process. The complex changes also require a large level of
21 effort. In fact, the level of effort for this single CR is estimated at 8500 - 9500 hours.¹⁵

22

23 **Q. ARE THERE OTHER FACTORS THAT IMPACT THE IMPLEMENTATION OF**
24 **AT&T'S CRS?**

Central, and Eastern Regions, respectively. Prior to merging, each of the three BOCs separately developed and maintained their own CRIS systems. As a result, although Qwest now maintains the three systems, they are not identical; rather, each is a separate and distinct system that has certain unique characteristics.

¹² USOCs are Universal Service Order Codes, which are used to designate classes of telecommunications services or specific products and features. A CSR is a Customer Service Record that is a repository for specific customer account information (*e.g.*, customer name and address, specific products ordered by the customer).

¹³ As I explained in my direct testimony, the ASCII format easy to manipulate using spreadsheet software packages and is used by the majority of CLECs ordering UNE-P from Qwest. Exhibit LAH-1T at 10.

¹⁴ Exhibit LAH-5 (Qwest response to SCR012103-05-ES4, dated June 12, 2003).

¹⁵ Exhibit LAH-5.

1 Yes, an additional factor is the architectural dependency of AT&T's CABS CRs on the significant
2 re-architecture of the overall Qwest billing system platform, which is currently underway. This
3 project impacts the Qwest billing system as a whole and will result in less costly updates for future
4 CLEC and Qwest-requested bill modifications.¹⁶ Some of the changes requested by AT&T must
5 wait until this billing re-architecture project is complete.

6
7 **Q. IS THE CURRENT IMPLEMENTATION SCHEDULE THE RESULT OF QWEST ASSIGNING TOO FEW**
8 **RESOURCES TO THE PROJECT? IN OTHER WORDS, COULD QWEST MOVE UP THE**
9 **IMPLEMENTATION DATES BY ASSIGNING NUMEROUS ADDITIONAL INDIVIDUALS TO WORK ON**
10 **THE PROJECT?**

11 No. Many of the changes impact the same modules or sections of code within the billing systems.
12 The software development process in this type of systems work limits the number of programmers
13 that can make changes to the system code at one time. The situation is analogous to having too
14 many "cooks in the kitchen". Rather than adding value, this adds uncertainty and instability to the
15 process, increasing the likelihood of errors. The result is that functions that work today may fail
16 tomorrow and there is a higher probability that Qwest will produce a poor quality systems change.
17 In addition, forcing changes into the system in an inadequate timeframe raises an element of risk
18 for the stability of the entire system. Accordingly, assigning additional personnel to the project will
19 not allow Qwest to accelerate the targeted implementation dates.

20
21 However, Qwest has continued to look at the implementation dates for AT&T's CABS CRs to
22 determine whether they can be moved. Qwest has determined that the implementation date for

¹⁶ Qwest's billing simplification project will allow each of Qwest's three separate billing regions to have a similarly formatted bill. Currently, each region has several differing elements.

1 SCR012103-06, which is item (ix) regarding taxes and surcharges in both Qwest's and AT&T's
2 proposed language, can be moved from September 2004 to May 2004. This can be
3 accomplished by making the requested change only on the CABS bill, because that change has
4 not been requested for the other bill formats.

5
6 **Q. WILL AT&T'S REQUESTED CHANGES IMPACT OTHER CLECS?**

7 A. Yes. AT&T is not the only CLEC using CABS. CMP was specifically designed to address
8 system and process changes, such as the ones AT&T proposes, in a way that allows all CLECs
9 to anticipate the impacts each change will have on their operations, and to voice concerns and
10 request changes to mitigate adverse impacts associated with any change. For example, if a CLEC
11 has coded its system to process the existing phrase codes in specific ways, that CLEC might
12 experience significant impact from AT&T's request to change those codes. Allowing each CLEC
13 to voice its concerns and arrive at an equitable solution that meets the broader community's needs
14 is exactly the reason CMP was created. Qwest, AT&T, and numerous other parties all
15 participated in designing the CMP, and have accepted it as the mechanism all parties will use to
16 request and perform system changes that affect multiple CLECs. This, again, is why AT&T's
17 attempt to advance its CABS agenda in this docket -- rather than allowing the CMP to work with
18 the continued input of all affected parties -- is inappropriate.

19
20 **Q. DO AT&T'S CHANGES HAVE ANY OTHER IMPACTS?**

21 A. Yes. The billing systems used to generate a CABS-formatted bill are also used for bills for retail
22 and other wholesale products. The billing systems that need to be modified in order to implement
23 AT&T's changes are used to produce bills for, among others, interexchange carriers, wireless
24 providers *and* customers, and Qwest wireline retail customers. Due to the wide usage of these

1 systems, modifications made hurriedly in an attempt to meet an arbitrarily accelerated date could
2 result in consequences to a variety of customers. System changes must be thoroughly tested and
3 carefully implemented to ensure that all systems continue to function properly.
4

5 **Q. WHAT WOULD HAPPEN IF AT&T OR ANY OTHER CLEC WERE ALLOWED TO**
6 **INCLUDE SYSTEM CHANGE LANGUAGE IN THE INTERCONNECTION**
7 **AGREEMENTS, SUCH AS AT&T PROPOSES HERE?**

8 A. The purpose of CMP would be contravened. The CMP Document does not set any
9 requirements or limitations on Qwest's ability to analyze, develop, schedule, and implement
10 systems changes. This is because the CLECs and Qwest discussed that systems changes can be
11 affected by any number of varying factors and issues that can arise at any point in the development
12 and implementation process. It is impossible to predict what issues may arise during the course of
13 a given CR. Therefore, during the CMP redesign discussions, the CLECs and Qwest agreed not
14 to impose any rigid requirements. Instead, they agreed to include Section 8.0 in the CMP
15 Document, which acknowledges that "the planning cycle for a change to an OSS interface, of any
16 type, may be greater than the time originally allotted." In fact, during the CMP redesign
17 discussions, the CLECs' primary concern regarding systems changes was not that they wanted to
18 impose requirements for Qwest to implement systems changes within any particular period of
19 time. Instead, the CLECs were primarily concerned that Qwest would attempt to make systems
20 changes too quickly. Therefore, the CLECs insisted that the CMP Document be structured to
21 ensure that CLECs receive at least a minimum amount of notice and information before any
22 system change is made. For example, sections 7-9 and Figures 2-7 in the CMP Document are all
23 structured to require Qwest to issue notices and provide information on a timeline that counts
24 down to the implementation date.

1
2 If CLECs are allowed to insert their preferences regarding systems requirements into ICAs,
3 Qwest could be contractually obligated to implement system changes that impact other CLECs
4 and are inconsistent with the requirements of other CLECs -- or could even be harmful to other
5 CLECs. If systems requirements are inserted into ICAs, there will inevitably be conflicts between
6 competing preferences of other CLECs inserted in various CLEC agreements. The contract
7 provisions will definitely be inconsistent with CMP, which provide Qwest with the flexibility it
8 needs in order to appropriately assess, develop, schedule, and implement systems changes.
9 However, if these issues are addressed through CMP, all CLECs will be able to participate in the
10 discussion of each change, anticipate the impacts each change will have on their operations, and
11 request modifications to the proposed changes to mitigate adverse impacts, if necessary. The
12 CMP process, working as intended and collaboratively developed, provides the best way to
13 ensure that all CLECs' needs are met. The CRs submitted by AT&T are moving through CMP
14 as designed and in an appropriate manner. The potential effect on other CLECs cannot be
15 ignored. For these reasons, the CABS changes proposed by AT&T should continue to be
16 processed through the CMP rather than separately determined in the context of AT&T's
17 interconnection agreement.

18
19 **Q. AT&T HAS SUGGESTED THAT THE REGULATORY CHANGE PROVISIONS OF**
20 **THE CMP MAY APPLY TO THE CABS CRS. WHAT IS A REGULATORY**
21 **CHANGE?**

22 A. Section 4.1 of the CMP Document defines a regulatory CR as follows:

23
24 A Regulatory Change is mandated by regulatory or legal entities, such as the
25 Federal Communications Commission (FCC), a state commission/authority, or
26 state and federal courts. Regulatory changes are not voluntary but are requisite

1 to comply with newly passed legislation, regulatory requirements, or court
2 rulings. Either the CLEC or Qwest may originate the Change Request.

3 A party submitting a Regulatory CR must also provide sufficient information to justify Regulatory
4 CR treatment. Any CLEC or Qwest may object to the classification of a CR as regulatory and, if
5 such an objection is raised, the CR will not be treated as a regulatory change unless the CLECs
6 and Qwest unanimously agree to such treatment.¹⁷ Qwest must implement Regulatory CRs by the
7 time specified in the regulatory requirement or, if no time is specified, as soon as practicable.¹⁸
8

9 **Q. IF AT&T'S PROPOSED LANGUAGE IS INCLUDED IN ITS ICA, WILL THE**
10 **REGULATORY CHANGE PROVISIONS OF THE CMP APPLY TO AT&T'S CABS**
11 **CRS?**

12 A. No. The issue in this arbitration is whether specific language is placed into a contract. The
13 CLECs involved in the CMP Redesign Process specifically rejected a Qwest proposal to include
14 contract provisions in the definition of regulatory changes in the CMP Document.¹⁹ The CLECs
15 reasoned that Qwest would seek to enter into specific contractual agreements in order to ensure
16 that a change would be considered regulatory and therefore would take precedence.²⁰ Instead,

¹⁷ CMP Document, Section 5.1.1.

¹⁸ CMP Document, Section 10.2.1.

¹⁹ Qwest proposed the following provision, entitled "Regulatory and Contractual Agreement Changes":

These changes are due to regulatory or legal changes, including, but not limited to, the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts. Regulatory changes are necessary to comply with federal or state commission rulings/orders, legislation, court rulings and/or recommendations. *These may include* new functionality, enhancements to product, process and/or OSS functionality, *and/or enhancements required to meet* performance measurements or *contractual obligations*. Either a CLEC or Qwest may initiate the change request.

(Emphasis added.) This proposal is set forth in the document, entitled "Qwest Draft 2233 a.1v1 Draft Original," that is *imbedded in* Attachment 8 to the CMP Re-Design Meeting Sept. 18 & 20 Final Minutes. The minutes and all attachments are publicly available at <http://www.qwest.com/wholesale/cmp/redesign/html>.

²⁰ See Exhibit LAH-11 Final CMP Redesign Meeting Minutes 9-18-01 and 9-20-01, at page 7.

The group then reviewed Regulatory and Contractual Changes. Clauson-Eschelon stated that she had concerns with

1 the CMP document defines regulatory changes as set forth above.

2 Therefore, even if AT&T's language becomes a contractual requirement, AT&T's CRs will not
3 qualify as regulatory changes under the CMP.
4

5
6 **III. QWEST'S CABS-FORMATTED BILLS ARE ALREADY USABLE AND**
7 **COMPLIANT**

8
9 **Q. AT&T CLAIMS QWEST REQUIRES CLECS TO RELY ON A PAPER BILL.²¹ IS**
10 **THIS TRUE?**

11 A. No. AT&T argues that its proposed language is necessary to force Qwest to provide a
12 CABS bill that AT&T can use. This is not demonstrated by the facts. First, AT&T has submitted
13 disputes based on the CABS bill. This shows that they are able to use the CABS-formatted bill
14 Qwest provides. Second, other CLECs have migrated to the CABS-formatted bill, and AT&T
15 itself has migrated additional products and accounts to Qwest's CABS format in the year since
16 the initial CABS-formatted bill was produced. Third, if this statement were true, AT&T would
17 not have agreed to close, not one, but two CMP CRs indicating that the basic requirements have
18 been met.²² Fourth, if the bill was not usable, AT&T would not have opened a new CR in July

contract obligations falling under regulatory changes. Clauson stated that Qwest could enter into any contract knowing that they were agreeing to changes that could be classified as regulatory, and that those changes would take precedence over CLEC originated requests.

²¹ Exhibit RWH-1T, page 6, lines 4-5.

²² AT&T opened SCR090601-1, "Request that UNE-P orders to be billed on a CABS bill", on September 6, 2001. This CR was closed on January 27, 2003, with AT&T's agreement. In addition, Rhythms submitted CR 5328167, "Request that loop orders be billed on CABS bill", on January 28, 2001, through CMP. This CR was closed on March 20, 2003, with agreement from AT&T, Eschelon, MCI, and McLeod. These CRs are available at "All System Change Requests stautsed as Inactive" <http://qwest.com/wholesale/cmp/archive.html> on Qwest's website.

1 2003 asking that another product be added to the CABS-formatted bill.²³

2
3 **Q. IS AT&T'S BILL OF RECORD ARGUMENT APPLICABLE?**²⁴

4 A. No. CLECs have not been impacted by the fact that Qwest's CABS-formatted bill previously
5 was not designated as a bill of record. Qwest has made it very clear to AT&T, and AT&T has
6 acted upon the fact, that Qwest will accept bill disputes based upon any bill format. In addition,
7 AT&T is well aware that Qwest had initiated the process of identifying CABS-formatted bill as a
8 bill of record. That process is complete and, effective September 23, 2003, Qwest's CABS bill
9 is a bill of record.

10
11 **Q. MR. HAYES CLAIMS THAT QWEST DOES NOT PROVIDE A COMPLIANT**
12 **CABS-FORMATTED BILL.**²⁵ **IS THIS CORRECT?**

13 A. No. Throughout his testimony, AT&T witness Mr. Hayes asserts that Qwest does not provide a
14 CABS "compliant" bill. This is not accurate. Qwest does provide a CABS-formatted bill. The
15 CABS guidelines are intended to provide companies with general specifications to support billing
16 functions for interconnection and access products. Qwest follows the industry standard by
17 providing a CABS-formatted bill utilizing those specifications and by providing a "Differences
18 List" for its customers. There are no restrictions regarding what can be included on the
19 Differences List. It is important to note that Qwest does not provide the information AT&T
20 currently seeks on any of its bills -- including the ASCII bill the FCC reviewed. Given that
21 Qwest's ASCII bill satisfies the FCC's requirements without the information AT&T now seeks, it

²³ On July 2, 2003, AT&T submitted CMP CR SCR070203-01 titled CABS for Line Splitting.

²⁴ Exhibit RWH-1T, page 6, lines 3-4 and page 7, lines 7-8.

²⁵ Exhibit RWH-1T, page 7, lines 6-7.

1 is clear that the absence of that information from a bill does not constitute a fundamental flaw.

2
3 **Q. DOES A DIFFERENCES LIST MEAN A BILL IN NOT CABS COMPLIANT?**

4 A. No. Mr. Hayes concedes that absolute adherence to the specifications is not expected as
5 illustrated by the inclusion in the guidelines of a “Differences List” template to be used to notify bill
6 recipients of the differences that exist between how a company has chosen to implement CABS
7 Billing and what is specified in the guidelines.²⁶ Every major LEC in the country, including AT&T,
8 has a CABS “Differences List” because they have chosen not to implement all of the
9 specifications. A differences list does not demonstrate non-compliance. If it did, every ILEC and
10 even AT&T would have a non-compliant CABS bill.

11
12 **Q. PLEASE RESPOND TO MR. HAYES’ CLAIMS THAT CABS IS THE**
13 **PREFERENTIAL MANNER FOR BILLING LOCAL SERVICES BETWEEN**
14 **CARRIERS.²⁷**

15 A. Mr. Hayes provides no support for his broad statement that CABS is the “preferential manner”
16 for the industry. However, as I stated in my direct testimony, among Qwest’s CLEC customers
17 that receive electronic bills, only 5 receive CABS formatted bills, while 86 are set up to receive
18 their Summary Bills either in an ASCII or EDI format.

19
20 **IV. CONCLUSION: QWEST IS ADDRESSING AT&T’S BILLING ISSUES**
21 **THROUGH CMP**

22

²⁶ Exhibit RWH-1T, page 5, lines 22-23.

²⁷ Exhibit RWH-1T, page 4, lines 7-11.

1 **Q. IS QWEST WILLING TO WORK WITH AT&T ON BILLING ISSUES?**

2 A. Yes. Qwest has a long history of working with AT&T on bill format issues. This relationship
3 goes back to 1996, when Qwest and AT&T reached agreement that Qwest would provide
4 AT&T with EDI-formatted bills in all 14 states instead of CABS-formatted bills. Qwest's work
5 on behalf of AT&T continued in 2002, when Qwest implemented a CABS-formatted bill for
6 UNE-P in response to an AT&T CMP CR, and has continued in 2003 with Qwest's
7 implementation in July of the first of AT&T's CMP requests for CABS enhancements. Qwest
8 will continue going forward with the targeted implementation of additional CMP CRs for
9 enhancements to the CABS-formatted bill.²⁸

10

11 **Q. HAS QWEST DEMONSTRATED ITS COMMITMENT TO FOLLOW CMP ?**

12 A. Yes. Contrary to Mr. Hayes' statements, Qwest has a strong history of implementing CRs by the
13 date on which it committed to do so. Indeed, of the 63 CRs deployed between August 1, 2002
14 and August 1, 2003, 60 were implemented on or before the date on which Qwest committed to
15 make the change. Of the three remaining CRs, one was implemented within a week of the date
16 on which Qwest committed to make the change and the other two were implemented within two
17 months of that date. Qwest has demonstrated its commitment to follow the CMP process and in
18 doing so, has worked to target implementation dates that are practicable.

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²⁸ The two CRs (SCR012103-01- Process bill data and CSRs on the same day and SCR012103-02 - Perform all standard CABS BOS edits on the UNE bills) successfully implemented in July are currently in the status "CLEC Test", awaiting AT&T's approval for closure. To date, no CLECs have raised issues regarding these CRs or their implementation.

1 **Q. SHOULD AT&T'S LANGUAGE BE INCORPORATED IN THE ICA ?**

2 A. No. The facts establish that Qwest provides a proper CABS formatted bill. It is not appropriate
3 to remove Qwest's right to have differences as anticipated and provided for by guidelines and
4 practice. Qwest recognizes that AT&T needs a forum in which it can address modifications that it
5 would like to see. When a system implementation will result in impacts to all CLECs who choose
6 this bill format, the appropriate place to address those issues is the CMP, not in contractual
7 provisions with one particular CLEC.

8

9 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

10 A. Yes, it does.