

BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for )  
Arbitration of )  
)  
AT&T COMMUNICATIONS OF THE )  
PACIFIC NORTHWEST AND TCG )  
SEATTLE, ) Docket No. UT-033035  
)  
With )  
)  
QWEST CORPORATION )  
)  
Pursuant to 47 U.S.C. Section 252(b) )  
\_\_\_\_\_ )

REBUTTAL TESTIMONY OF

ROBERT W. HAYES

ON BEHALF OF AT&T COMMUNICATIONS OF THE

PACIFIC NORTHWEST, INC. AND TCG SEATTLE

ON DISPUTED ISSUE 27

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OCTOBER 10, 2003

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**I. ISSUE 27. CABS COMPLAINT BILLING**

2 **Q.**

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**UPON REVIEWING QWEST WITNESS HUFF'S TESTIMONY, WHAT ARE THE FUNDAMENTAL ISSUES LEFT BETWEEN THE PARTIES ON CABS BILLING?**

5 **A.**

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As Qwest has agreed to make the changes to make its CABS billing compliant (See Huff Testimony at p.23), the issue remaining in my view is whether the parties should rely on Qwest's word or whether this Commission should mandate such changes though this interconnection agreement.

9 **Q.**

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**DO YOU AGREE WITH QWEST WITNESS HUFF'S POSITION THAT AT&T'S CONCERNS WITH CABS BILLING SHOULD GO THROUGH THE CMP PROCESS?**

12 **A.**

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Yes and no. AT&T has been working in the CMP for more than two years to have Qwest implement a properly functioning CABS billing system. AT&T has been dissatisfied for sometime with Qwest's performance in implementing its CABS billing system. There can be no question that AT&T has doggedly tried to get its issues resolved in CMP. As a result of Qwest's poor implementation, AT&T raised its concerns in the negotiation of its replacement interconnection agreements with Qwest and seeks to have Qwest committed by contract to get this work done properly and by a date certain. Qwest criticizes AT&T for doing this, however, AT&T's actions are fully consistent with the CMP itself. First, Ms. Huff fails to note that the CMP includes processes for changes mandated by a regulatory body, not just a Qwest or CLEC requested change. There are specific processes mandated in the CMP to address regulatory changes so that Qwest is able to make a change in the manner and by the date mandated by the

1 Commission or a Court. Accordingly, AT&T has had no objection to handling a  
2 regulatory change through the CMP. Ms. Huff, on the other hand, does not wish  
3 to have this regulatory body involved in the CABS billing issue. Second, Ms.  
4 Huff fails to recognize that the dispute resolution process in the CMP provides a  
5 carrier participating in CMP the freedom to pursue resolution of its disputes in the  
6 manner it sees fit. The last sentence of Section 15.0, Dispute Resolution Process,  
7 of the CMP document states, “This process does not limit any party’s right to seek  
8 remedies in a regulatory or legal arena at any time.”<sup>1</sup> Accordingly, the issue  
9 between the parties is not whether the parties should utilize the CMP process to  
10 make a change; it is whether this regulatory body should be involved in  
11 mandating the change. Contrary to Qwest’s assertions that AT&T is not  
12 following the CMP, it is Qwest that seeks to avoid the provisions of the CMP  
13 document that permit a participant to have its issues heard before a regulatory or  
14 judicial body.

15 **Q. WHY IS IT APPROPRIATE FOR THIS COMMISSION TO PLAY AN**  
16 **ACTIVE ROLE IN ASSURING THAT QWEST’S CHANGES TO THE**  
17 **CABS BILLING ARE COMPLETED BY A CERTAIN DATE?**

18 A. As Ms. Huff admitted in her appearance before the Colorado Public Utilities  
19 Commission, if a CMP change is not considered a regulatory change, Qwest  
20 unilaterally interprets what the date of implementation is without anyone else’s  
21 input.<sup>2</sup> Furthermore, and more importantly, Qwest witness Huff acknowledges

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<sup>1</sup> The CMP document is Exhibit G to the Proposed Interconnection Agreement filed with AT&T’s petition in this docket.

<sup>2</sup> Huff Colorado Transcript at p. 107, 1.12-19 (attached as Exhibit RWH-4).

1 that there are no ramifications to Qwest if Qwest fails to meet the implementation  
2 dates established by Qwest.<sup>3</sup> Finally, Ms. Huff freely admitted in Colorado that  
3 no CLEC has opposed making the CABS billing changes requested by AT&T  
4 standard and that they have had adequate opportunity to do so,<sup>4</sup> thus negating her  
5 argument that placing regulatory requirements on CABS changes would violate  
6 other CLEC rights under the CMP process.<sup>5</sup>

7 Accordingly, (i) this is a dispute that requires resolution under Section 252 of the  
8 Telecommunications Act, (ii) it is a dispute properly raised under the CMP, (iii)  
9 of the importance of proper CABS formatted billing, and (iv) of how deviant  
10 Qwest CABS billing is from industry standard, this Commission should play an  
11 active roll in assuring that industry standard CABS billing is implemented without  
12 further delay in Washington. In addition, this Commission should require  
13 ramifications if Qwest does not follow through on its word to implement such  
14 changes as proposed by AT&T.

15 **Q. IS MS. HUFF CORRECT THAT STRICT ADHERENCE TO CABS BOS**  
16 **GUIDELINES IS NOT REQUIRED (P.12-13 OF HUFF'S DIRECT**  
17 **TESTIMONY)?**

18 A. Yes and no. CABS is the current industry standard for billing, especially for  
19 billing between large enterprises. The OBF allows a differences list for CABS  
20 billing and most parties have differences. For example, AT&T's differences list  
21 provides a few additional phase codes that AT&T uses that the rest of the industry

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<sup>3</sup> *Id.* at p. 119, 1.1-7.

<sup>4</sup> *Id.* at p. 108, 1.16-p.109,1.22.

<sup>5</sup> Huff Direct Testimony at p. 27, 1.8-28, 1.6.

1 does not.<sup>6</sup> However, as I reference in my direct testimony (see p.8-9), Qwest's  
2 differences are so significant that they do not constitute proper CABS billing.  
3 Accordingly, strict adherence to CABS BOS guidelines is not the issue because  
4 Qwest is not even close to meeting such a requirement.

5 **Q. BUT DOESN'T MS. HUFF INDICATE THAT AT&T MUST BE ABLE TO**  
6 **USE QWEST'S CABS BILL?**

7 A. Ms. Huff indicates that AT&T must be able to use Qwest's CABS bill because  
8 AT&T has migrated accounts to the CABS format, has submitted disputes on  
9 CABS bills and has closed CMP Change Requests CRs related to CABS billing.  
10 (Huff Testimony at p.18, 1.6- 19.) Ms. Huff's claim is a misleading snapshot that  
11 does not tell the entire story. AT&T must use Qwest's CABS billing because  
12 AT&T does business in all fifty states and cannot hire staff to create a separate  
13 system to accept inferior billing formats; etc. billing just because Qwest is way  
14 behind any other ILEC on providing the industry standard billing. As AT&T  
15 utilizes that billing, it files disputes on what it can determine from the deficient  
16 CABS bill. However, because it is unable, for example, to determine the actual  
17 activity date, activity performed, or audit code, AT&T is unable to adequately  
18 screen the bill. Accordingly, we dispute what little we are able to utilizing  
19 manual spot audits with the deficient information Qwest is providing. Finally,  
20 AT&T closed the original CR related to Qwest billing because the CR was merely  
21 to establish a CABS format. Qwest did create a CABS format. However,  
22 because it was (and continues to be) deficient, AT&T was forced to open other

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<sup>6</sup> See AT&T's Current Differences List attached as Exhibit RWH-5.

1 CRs requesting that the changes be corrected. Accordingly, while Ms. Huff's  
2 allegation is true related to form, it is not true in substance.

3 **II. CONCLUSION**

4 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

5 **A. Yes.**