

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

**IN THE MATTER OF THE CONTINUED)
COSTING AND PRICING OF UNBUNDLED) Docket No. UT-003013
NETWORK ELEMENTS, TRANSPORT,)
TERMINATION, AND RESALE) Part A**

**RESPONSE TESTIMONY
OF
BARBARA J. BROHL
ON BEHALF OF
QWEST CORPORATION**

July 21, 2000

1

I.IDENTIFICATION OF WITNESS

2

Q1 PLEASE STATE YOUR NAME, EMPLOYER, POSITION, AND BUSINESS

3

ADDRESS.

4

A1 My name is Barbara J. Brohl. I am employed by Qwest Corporation (formerly

5

known as U S WEST) as a Director in the Information Technologies Wholesale

6

Systems Regulatory Support Group. My business address is 1999 Broadway, 10th

7

Floor, Denver, Colorado 80202.

8

Q1 HAVE YOU TESTIFIED BEFORE THIS COMMISSION BEFORE?

9

A1 Yes.

10

II.PURPOSE OF TESTIMONY

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A. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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A1 The purpose of my testimony is to respond to the direct testimony of Rex Knowles¹

13

and Richard Cabe.² In addition, I will provide additional information regarding the

14

operational support system (OSS) changes required to implement line sharing, as

¹ In the Matter of The Continued Costing and Pricing of Unbundled Network Elements and Transport and Termination, WUTC Docket No. UT-003013 (Part A Direct Testimony of Rex Knowles on Behalf of Nextlink Washington Inc., Filed May 19, 2000).

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In the Matter of The Continued Costing and Pricing of Unbundled Network Elements and Transport and Termination, WUTC Docket No. UT-003013 (Direct Testimony Of Richard Cabe On Behalf Of Rhythms Links Inc. And Covad Communications Company, Filed May 19, 2000).

1 requested by this Commission.³

2 **III.RESPONSES TO THE TESTIMONY OF REX KNOWLES**

3 **Q1 ON PAGES 7 AND 8 OF HIS TESTIMONY, MR. KNOWLES SUGGESTS**
4 **THAT CLECS SHOULD BE ALLOWED TO SEEK RECOVERY FOR THEIR**
5 **OSS COSTS. DO YOU AGREE?**

6 A1 No, I do not.

7 **Q1 CAN YOU EXPLAIN WHY YOU DISAGREE?**

8 A1 Yes, as I will explain below, the CLECs do not have the same obligation to provide
9 access to their OSS, as do the ILECs, and likewise, they have no authorization to
10 seek OSS cost recovery.

11 **Q1 IS QWEST REQUIRED TO MAKE ITS OPERATIONAL SUPPORT**
12 **SYSTEMS AVAILABLE TO COMPETITORS?**

13 A1 Yes. The Telecommunications Act of 1996 requires Incumbent Local Exchange
14 Carriers (ILECs) such as Qwest Corporation (Qwest) to open their markets to

1 ³ In the Matter of The Continued Costing and Pricing of Unbundled Network Elements
2 and Transport and Termination, WUTC Docket No. UT-003013 (*First Supplemental*
3 *Order - Prehearing Conference Order*, Filed March 16, 2000).

1 competition.⁴ The FCC identified ILEC OSS as an unbundled network element
2 (UNE) that must be made available to Competitive Local Exchange Carriers
3 (CLECs) as a function of opening the market to competition.⁵

4 **Q1 DO CLECS SUCH AS NEXTLINK HAVE THE SAME OBLIGATION TO**
5 **MAKE THEIR SYSTEMS AVAILABLE TO COMPETITORS?**

6 A1 No. Section 251(c)(3) of the Telecommunications Act imposes an obligation only on
7 ILECs to provide unbundled access to UNEs. CLECs are not required to provide to
8 ILECs or other CLECs access to their OSS.

9 **Q1 HOW DOES THE OBLIGATION PLACED ON ILECS TRANSLATE INTO**
10 **SYSTEMS MODIFICATIONS?**

11 A1 There are two types of modifications that will be described, however, only one of
12 them is required to implement the Telecommunications Act. First, all companies
13 (ILECs and CLECs alike) must modify their systems in order to do business, for
14 example to rollout new products. The second type of modification is imposed only
15 on ILECs - that is to make their systems recognize CLECs in order to allow them

1 ⁴ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56, *codified at* 47
2 U.S.C. §§ 151 *et seq.* (*Telecom Act*), §251.

1 ⁵ *See In the Matter of Implementation of the Local Competition Provisions in the*
2 *Telecommunications Act of 1996*, CC Docket No. 96-98, and *In the Matter of*
3 *Interconnection between Local Exchange Carriers and Commercial Mobile Radio*
4 *Service Providers*, CC Docket No. 95-185, ¶ 516 (rel. Aug. 8, 1996), (*FCC First Report*
5 *and Order*).

1 access. As a function of their business plan, CLECs may choose to modify their
2 systems in order to enter the local telephone business, but they are under no
3 obligation to modify their systems to allow competitors access. ILECs such as
4 Qwest originally built their systems as closed applications. As a result of the
5 Telecommunications Act, these closed systems had to be opened up to allow access
6 to competitors. The CLECs receive an additional benefit from this in that, in order
7 to enter the business they do not have to incur the expense of duplicating these large
8 complex systems.

9 **Q1 IS QWEST ENTITLED TO RECOVER THE COST OF MAKING ITS**
10 **OPERATIONAL SUPPORT SYSTEMS AVAILABLE TO COMPETITORS?**

11 A1 Yes. The Telecommunications Act,⁶ the FCC,⁷ and this Commission⁸ have
12 authorized Qwest to recover the reasonable cost of making its OSS available to
13 competitors.

1 ⁶ Telecommunications Act of 1996 § 252.

1 ⁷ The FCC most recently discussed the ILECs' authorization to recover costs in the Line
2 Sharing order. *See In the Matters of Deployment of Wireline Services Offering*
3 *Advanced Telecommunications Capability Implementation of the Local Competition*
4 *Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98 and , ¶ 144
5 (rel. Dec. 9, 1999), (*FCC Third Report and Order on Docket No. 98-147 and Fourth*
6 *Report and Order on Docket No. 96-98*).

1 ⁸ *17th Supplemental Order: Interim Order Determining Prices; Notice of Prehearing*
2 *Conference, WUTC Docket Nos. UT-960369, UT-960370 and UT-960371* ¶ 100
3 (authorizing cost recovery for U S WEST and setting interim rates).

1 **Q1 HAS NEXTLINK BEEN GIVEN AUTHORIZATION TO RECOVER COSTS**
2 **FOR MAKING ITS OPERATIONAL SUPPORT SYSTEMS AVAILABLE TO**
3 **ITS COMPETITORS?**

4 A1 No. Congress recognized that the obligation to provide access to UNEs would be
5 solely born by the ILECs and as a result, only provided for cost recovery of these
6 UNEs for the ILECs.⁹

7 **Q1 HAS NEXTLINK FORMALLY SOUGHT COST RECOVERY FROM QWEST**
8 **FOR MAKING ITS OPERATIONAL SUPPORT SYSTEMS AVAILABLE TO**
9 **ITS COMPETITORS IN WASHINGTON?**

10 A1 Not that I am aware of.

11 **Q1 IF NEXTLINK WERE TO RECEIVE AUTHORIZATION BY THIS**
12 **COMMISSION FOR COST RECOVERY FROM ITS COMPETITORS,**
13 **BASED ON SYSTEM ACCESS, WOULD QWEST PAY ANY FEES TO**
14 **NEXTLINK?**

15 A1 No. Qwest does not require access to Nextlink's Operational Support Systems.

¹ ⁹ See the Telecommunications Act of 1996 § 252(d)(1) and § 251(c)(3)

1 **Q1 MR. KNOWLES CLAIMS ON PAGE 9 OF HIS TESTIMONY THAT THE**
2 **DIFFERENT RATES ESTABLISHED BY THIS COMMISSION FOR**
3 **"ELECTRONIC" VERSUS "MANUAL" ORDERS ARE BASED ON THE**
4 **PRODUCT THAT A CLEC IS PURCHASING FROM QWEST. IS THIS**
5 **CORRECT?**

6 A1 No. CLECs have suggested that they should only be assessed a share of the costs
7 that Qwest is seeking to recover based on their use of Qwest's systems. Qwest has
8 attempted to accomplish this by assigning a charge on a per service order basis, as
9 explained in the testimony of Theresa K. Million, filed on January 31, 2000. This
10 Commission asked Qwest to further sub-divide the charges on the basis of the
11 method a CLEC uses to place an order.¹⁰ The assumption was that the cost of system
12 modifications for LSRs placed using the IMA GUI front-end application or a fax
13 would be different from the cost of system modifications for LSRs placed using the
14 IMA EDI front-end application. As I explained in my supplemental testimony filed
15 on June 9, 2000, the difference in the cost turns out to be minimal, because once an

1 ¹⁰ *In the Matter of Pricing Proceeding for Interconnection, Unbundled Elements,*
2 *Transport and Termination, and Resale, WUTC Docket No. UT-960369, and In the*
3 *Matter of Pricing Proceeding for Interconnection, Unbundled Elements, Transport*
4 *and Termination, and Resale for U S WEST, WUTC Docket No. UT-960370, and In*
5 *the Matter of Pricing Proceeding for Interconnection, Unbundled Elements, Transport*
6 *and Termination, and Resale for GTE Northwest Incorporated, WUTC Docket No.*
7 *UT-960371 ¶ 27 (rel. May 19, 2000), (25th Supplemental Order: Order Accepting,*
8 *Rejecting, and Authorizing Refiling of Compliance Filings).*

1 LSR has passed through the front-end application, the systems used in the background to
2 process the LSR are all the same. So Mr. Knowles' assertion that the rate differences
3 requested by the commission are based on products ordered is incorrect.

4 **IV. RESPONSES TO THE TESTIMONY OF RICHARD CABE**

5 **Q1 ON PAGE 6, LINES 22-23 OF HIS TESTIMONY, MR. CABE STATES THAT**
6 **U SWEST LINE SHARES WITH ITSELF. IS THIS CORRECT?**

7 A1 No. As I stated in my testimony¹¹ and as I have stated in responses to data requests
8 in this docket,¹² Qwest does not line share with itself. The FCC defined line sharing
9 as "[t]he provision of xDSL-based service by a competitive LEC and voiceband
10 service by an incumbent LEC on the same loop."¹³ Therefore, line sharing can only
11 occur where two different local service providers (i.e. an ILEC providing the voice
12 service and a CLEC providing the data service) are providing different products to
13 the same customer on the same loop.

1 ¹¹ In the Matter of The Continued Costing and Pricing Unbundled Network Elements and
2 Transport and Termination, WUTC Docket No. UT-003013 (Supplemental Direct
3 Testimony of Barbara J. Brohl, submitted May 19th, 2000, p. 28.).

1 ¹² See for example, Data Request Set No. 3, Request No. 8, requested by intervener
2 Rhythms Links, Inc. on May 19th, 2000. Response filed June 30th, 2000.

1 ¹³ Line Sharing Order ¶ 4.

1 Q1 ARE THERE IMPACTS TO QWEST WHEN AN ILEC AND A CLEC ARE
2 PROVIDING DIFFERENT PRODUCTS ON THE SAME CUSTOMER LOOP?

3 A1 Yes. In the case of line sharing, there are now two local service providers for the
4 same end-user - Qwest and the data CLEC. There are also two customers for the
5 same product - the end-user and the data CLEC. Qwest's systems were not built to
6 accommodate multiple local service providers for the same end-user. It is necessary
7 to ensure that both local service providers are maintained on all of the end-user's
8 records - for proper billing, repairing, and subsequent ordering functions.

9 Q1 ARE THERE IMPACTS TO ORDERING AND PROVISIONING
10 OPERATIONAL SUPPORT SYSTEMS AS A RESULT OF LINE SHARING?

11 A1 Yes. As stated in my supplemental direct testimony, to support line sharing, the
12 ordering and provisioning processes must be modified to reflect the fact that an ILEC
13 and a CLEC will now serve one end-user customer. The presence of two providers
14 for one customer has a substantial impact on the OSS ordering and provisioning
15 processes. In addition, Qwest must modify the systems that support these processes
16 to allow the CLEC to pass additional pieces of data (new FIDs) that will be used to
17 designate:

- 18** ▪ the CLEC's identity;
- 19** ▪ that this is a request for line sharing;

- 1 ▪ the line that will be shared;
- 2 ▪ meet points for the service (the splitter and port location);
- 3 ▪ the indication whether the meet points are in the central office or in the field; and
- 4 ▪ the power density mask that the CLEC pre-specifies on the LSR.

5 The ordering and provisioning systems must recognize the line sharing information
6 and, based on that information, direct data and behaviors to other downstream
7 systems. Many of these systems must now store CLEC-specific records and end-
8 user-specific records that must be correlated.

9 **Q1 ARE THERE IMPACTS TO INVENTORY OPERATIONAL SUPPORT**
10 **SYSTEMS AS A RESULT OF LINE SHARING?**

11 A1 Yes. The inventory systems must be modified to recognize that this is a line shared
12 order and identify both the CLEC and the splitter location for that CLEC (as each
13 CLEC will have its own splitter). This requires two meet point locations, where in
14 the current environment, CLECs only provide Qwest with one. All of the systems
15 and records that support line sharing must be modified to account for the additional
16 meet point locations.

1 Q1 ARE THERE IMPACTS TO REPAIR OPERATIONAL SUPPORT SYSTEMS
2 AS A RESULT OF LINE SHARING?

3 A1 Yes. As with the changes needed for ordering and provisioning, the modifications
4 that Qwest must implement for its repair systems are driven primarily by the fact that
5 with line sharing, an ILEC and a CLEC will serve one end-user customer. As a
6 result, there will be two line records, one for the voice portion of the line and one for
7 the data portion of the line. For repair, Qwest will remain responsible for voice
8 service and physical line problems between point of demarcation at the end-user
9 customer premises and the point of demarcation in the central office. The CLECs
10 will be responsible for data service problems. The voice response units that precede
11 the repair systems must be able to "walk" the end-user customer through a series of
12 questions and answers to determine if the repair problem can be isolated to either the
13 voice or the data service. If it is a data service problem, there must be a "soft"
14 referral to the CLEC.

15 Q1ARE THERE IMPACTS TO BILLING OPERATIONAL SUPPORT SYSTEMS
16 AS A RESULT OF LINE SHARING?

17 A1 Yes. With respect to billing, the account structure in CRIS is set up to allow for one
18 customer and one provider. However, line sharing requires billing for two Qwest
19 customers: 1) the end-user customer for the voice portion of the line; and 2) the
20 CLEC as the customer for the upper spectrum of the line. As a result, two customer

1 records must be modified/created each time a line sharing order is processed. In
2 addition, the two customer records must be correlated to ensure that subsequent order
3 activity is performed accurately. The need to bill two customers for a single line
4 gives rise to the need for significant modifications to Qwest's billing systems.

5 **Q1HAS DETAIL REGARDING THE NECESSARY SYSTEM CHANGES BEEN**
6 **PROVIDED IN THIS DOCKET?**

7 A1 Yes. More detail is provided in Revised Exhibit BJB-12 Descriptions of
8 Modifications attached to this response testimony.

9 **Q1WOULD YOU PLEASE SUMMARIZE WHY MR. CABE IS INCORRECT**
10 **WHEN HE STATES THAT QWEST LINE SHARES WITH ITSELF.**

11 A1 Yes. The complexity, and hence the system changes discussed above, do not arise
12 out of placing two different products on one line - voice and data. The complexity
13 arises out of placing two different local service providers on one line - Qwest and the
14 data CLEC. When Qwest sells its Megabit service on one of its own loops, there is
15 still only one service provider. When Qwest is the voice provider for a loop, and a
16 data CLEC sells DSL service for that loop, there are now two providers on that loop.
17 Qwest's systems were not designed for multiple providers on a single loop. That is
18 why so many changes to Qwest's OSS are needed to accommodate line sharing.

1 **V.SUPPLEMENTAL TESTIMONY REGARDING LINE SHARING**

2 **Q1 HAS QWEST RECEIVED ADDITIONAL INFORMATION REGARDING**
3 **OSS CHANGES REQUIRED TO IMPLEMENT LINE SHARING SINCE**
4 **TESTIMONY WAS FILED IN THIS DOCKET?**

5 A1 Yes. As a result of research conducted in response to interrogatories in this docket,
6 Qwest has learned that two additional downstream systems will have to be changed
7 in order to implement line sharing. These systems are LEIS and PAWS, both of
8 which are applications that Qwest has licensed from Telcordia. Telcordia identified
9 the necessary changes, and will make them as a function of the agreement made with
10 Qwest to implement line sharing on Telcordia-owned systems. Exhibit BJB-12
11 Descriptions of Modifications has been amended to reflect these additional
12 applications. The revised exhibit, originally filed with my supplemental testimony
13 on May 19, 2000 is attached to this testimony. The exhibit has been redlined to
14 indicate where information has been added. Also the diagram labeled "Line Sharing
15 Ordering and Provisioning Flow" has been updated to include the LEIS and PAWS
16 applications.

17 **Q1 WILL THE PRICE OF THE WORK TO BE DONE BY TELCORDIA**
18 **CHANGE AS A RESULT OF THESE ADDITIONAL SYSTEM CHANGES?**

19 A1 No. Telcordia provided Qwest with a fixed price for the work. That price will not

1 change, even if Telcordia determines that additional systems will have to be changed.

2 **Q1 DOES THIS CONCLUDE YOUR TESTIMONY?**

3 A1 Yes, it does.