

**BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION**

**In the Matter of the Petition for Arbitration of
an Interconnection Agreement Between**

**NORTH COUNTY COMMUNICATIONS
CORPORATION OF WASHINGTON**

and

QWEST CORPORATION

Pursuant to 47 U.S.C. Section 252(b).

DOCKET NO. UT-093035

REBUTTAL TESTIMONY

OF RENÉE ALBERSHEIM

QWEST CORPORATION

JUNE 17, 2010

TABLE OF CONTENTS

I.	IDENTIFICATION OF WITNESS	1
II.	PURPOSE OF REBUTTAL TESTIMONY	1
III.	THE IMPACT OF SIGNALING ON BILLING	2
IV.	RELATIVE USE FACTOR (“RUF”)	6
V.	CONCLUSION	8

1 **I. IDENTIFICATION OF WITNESS**

2 **Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS**
3 **ADDRESS.**

4 A. My name is Renée Albersheim. I am employed by Qwest Corporation ("Qwest"),
5 as a Staff Advocate. I am testifying on behalf of Qwest. My business address is
6 1801 California Street, 24th floor, Denver, Colorado, 80202.

7

8 **Q. ARE YOU THE SAME RENÉE ALBERSHEIM THAT SUBMITTED**
9 **DIRECT TESTIMONY ON MAY 19, 2010?**

10 A. Yes, I am.

11

12 **II. PURPOSE OF REBUTTAL TESTIMONY**

13

14 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

15 A. The purpose of my rebuttal testimony is to respond to the contract issues raised in
16 the testimony of Mr. Todd Lesser on behalf of North County Communications
17 Corporation, Inc. ("North County").

18

19 **Q. FIRST, CAN YOU MAKE A GENERAL OBSERVATION OF MR.**
20 **LESSER'S TESTIMONY REGARDING THE INTERCONNECTION**
21 **AGREEMENT?**

1 A. North County appears to be arguing for retention of the existing, expired,
2 interconnection agreement (“ICA”). North County also appears to be arguing in
3 favor of retaining its ability to use MF signaling.

4
5 **Q. IN GENERAL, WHAT IS QWEST’S RESPONSE TO NORTH COUNTY’S**
6 **POSITION?**

7 A. In general, Qwest believes that North County has not provided any real support
8 for retaining the outdated ICA, and has not shown that any of the terms proposed
9 by Qwest in the new ICA are unlawful, prejudicial, or otherwise inconsistent with
10 public policy. Furthermore, because Qwest’s arbitration position allows NCC to
11 retain MF signaling, it appears as though there is no dispute over those provisions.

12

13

14 **III. THE IMPACT OF SIGNALING ON BILLING**

15

16 **Q. MR. LESSER STATES THAT “QWEST ASSERTS THAT THEY DON’T**
17 **HAVE THE ABILITY TO TRACK USAGE”¹ WITH MF SIGNALING.**
18 **CAN YOU PLEASE RESPOND?**

19 A. Yes. North County’s witness misrepresents Qwest’s position. MF signaling does
20 allow carriers to track overall usage, and Qwest has not argued to the contrary.
21 However, MF signaling has significant limitations. And those limitations include

¹ Lesser Direct at page 3.

1 the inability to segregate traffic on a jurisdictional basis. This is important
2 because a bare measurement of overall minutes does not provide a basis for
3 billing. Billing is based on the jurisdictional nature of the traffic, i.e. interstate,
4 intrastate and local, as well as transit versus non-transit usage.

5
6 **Q. MR. LESSER CLAIMS THAT QWEST REFUSED TO DISCUSS THE**
7 **MATERIAL CHANGES CONTAINED IN THE NEW ICA.² IS HIS**
8 **STATEMENT ACCURATE?**

9 A. No. Mr. Lesser does not accurately describe the discussions between Qwest and
10 North County regarding the material impacts of the new ICA. Qwest made a
11 good faith effort to work with North County to identify material changes.
12 Qwest's negotiators discussed the recurring and non-recurring charges associated
13 with LIS facilities and pointed to Exhibit A for these charges. As well, Qwest
14 discussed the calculation of the RUF contained in Exhibit H. Qwest also pointed
15 out the change in the reciprocal compensation rate in Arizona as a result of the
16 Arizona Cost Docket. Qwest did repeatedly inform North County that it was their
17 responsibility to review the agreements to determine the financial impacts to
18 North County, as Qwest does not know North County's business and is not in a
19 position to perform such an analysis on North County's behalf.

20
21 **Q. MR. LESSER ASSERTS THAT "PRIOR TO QWEST'S REQUEST TO**

² Lesser Direct at page 6.

1 **ENTER INTO A NEW AGREEMENT, WE NEVER HAD A SINGLE**
2 **BILLING ISSUE. WE'VE GONE 13 YEARS WITHOUT ONE ISSUE**
3 **WITH BILLING, BUT NOW THAT THEY WANT TO FORCE A NEW,**
4 **UNTESTED, AGREEMENT UPON US ALL OF THE SUDDEN THERE**
5 **ARE BILLING ISSUES.”³ PLEASE RESPOND.**

6 A. I have three responses to that assertion. First, in my Direct Testimony, I have
7 presented information about a billing dispute that predates Qwest’s request to
8 negotiate a new ICA. It was this billing dispute, (among other factors such as the
9 age and outdated nature of the original ICA) and the fact that MF signaling was at
10 the crux of the dispute that prompted Qwest to make the request to negotiate.

11 Contrary to the implication in Mr. Lesser’s testimony, Qwest did not manufacture
12 a dispute in order to justify a new ICA.

13
14 Second, even if there were no billing disputes, Qwest has the right under the
15 original ICA to request negotiation, and arbitration, of a new ICA. Further, with
16 the exception of section 7.8 and other portions of section 7, which is language that
17 was created by Qwest specifically for NCC out of necessity to accommodate
18 NCC’s desire to continue to use MF signaling, the ICA is not “new” or
19 “untested”. As noted in my direct testimony, 87 CLECs in Washington have
20 ICAs with essentially the same terms that Qwest is seeking here, and there are no
21 ICA disputes or complaints pending before this Commission on any of those

³ Lesser Direct at page 4

1 provisions. And, with regard to section 7.8, North County has had that language
2 for nearly a year, and has yet to make a substantive response with regard to
3 whether it meets North County's needs, and if not, why not.

4
5 And third, Mr. Lesser can only have been speaking from the perspective of North
6 County's perception of Qwest's bills.⁴ Of the 335 invoices Qwest has received
7 from North County, Qwest has disputed 147.

8
9 **Q. DOES QWEST'S PROPOSED CONTRACT LANGUAGE**
10 **ACCOMMODATE NORTH COUNTY'S DESIRE TO USE MF**
11 **SIGNALING?**

12 A. Yes. In addition, Qwest's language places obligations upon North County to
13 remove certain types of traffic from North County's bills to Qwest. Qwest will be
14 providing NCC summary minutes of use information that North County will need
15 in order to determine how much to bill Qwest each month.⁵ All of those
16 summary minutes are associated with traffic for which Qwest is not required to
17 compensate NCC.

18
19 **Q. ASIDE FROM NORTH COUNTY'S DESIRE TO MAINTAIN ITS**

⁴ North County is delinquent in paying its bills to Qwest in Oregon and Arizona. If North County does not dispute Qwest's bills, as Mr. Lesser suggests, then there is no basis for this delinquency.

⁵ See Section 7.8.1.3 (a)–(e).

1 **PRESENT CONTRACT, DID MR. LESSER PROVIDE ANY TESTIMONY**
2 **OBJECTING TO QWEST’S PROPOSED LANGUAGE PERMITTING MF**
3 **SIGNALING?**

4 A. No.

5

6 **Q. DID MR. LESSER PROVIDE ANY ALTERNATIVE LANGUAGE FOR**
7 **MF SIGNALING?**

8 A. No.

9

10 **Q. GIVEN THAT NORTH COUNTY WISHES TO CONTINUE ITS USE OF**
11 **MF SIGNALING, AND QWEST’S PROPOSED LANGUAGE PERMITS**
12 **THE USE OF MF SIGNALING, IS THERE ANYTHING IN DISPUTE**
13 **REGARDING QWEST’S PROPOSED LANGUAGE?**

14 A. No. Because Qwest’s proposed language permits North County to use MF
15 signaling, and with provisions protecting Qwest given Qwest’s inability to track
16 the jurisdiction of the traffic passed between North County and Qwest using MF
17 signaling, this Commission should approve Qwest’s proposed language for
18 sections 7.1.1, 7.2.1.1, 7.8, 7.8.1, 7.8.1.1, 7.8.1.2 and 7.8.1.3 (with subparts a
19 through f), to allow MF signaling, and facilitate accurate billing when MF
20 signaling is used.

21

22 **IV. RELATIVE USE FACTOR (“RUF”)**

23

1 **Q. DID MR. LESSER PRESENT ANY TESTIMONY REGARDING THE**
2 **RUF?**

3 A. No.

4

5 **Q. DID MR. LESSER PRESENT ANY SUGGESTED LANGUAGE**
6 **REGARDING THE RUF?**

7 A. No. Because Mr. Lesser did not raise the issue, and did not provide any suggested
8 alternative language, Qwest can only assume that the language in sections
9 7.3.1.1.3.1 and 7.3.2.2.1 and Exhibit H pertaining to the RUF is not at issue.

10

11 **Q. WHAT SHOULD THE COMMISSION CONCLUDE REGARDING**
12 **LANGUAGE PERTAINING TO THE RUF?**

13 A. The Commission should approve Qwest's language for sections 7.3.1.1.3.1 and
14 7.3.2.2.1 and Exhibit H pertaining to the RUF.

15

16 **Q. DID MR. LESSER PROVIDE ANY TESTIMONY REGARDING VNXX?**

17 A. No.

18

19 **Q. DID MR. LESSER PROPOSE ANY ALTERNATIVE LANGUAGE**
20 **PERTAINING TO VNXX?**

21 A. No. Because Mr. Lesser did not raise the issue, and did not provide any suggested
22 alternative language Qwest can only assume that the language in sections
23 7.3.1.1.3.1, 7.3.2.2.1, 7.8 and Exhibit H pertaining to VNXX is not at issue.

1

2 **Q. WHAT SHOULD THE COMMISSION CONCLUDE REGARDING**
3 **LANGUAGE PERTAINING TO VNXX?**

4 A. The Commission should approve Qwest's language for sections 7.3.1.1.3.1,
5 7.3.2.2.1, 7.3.4.5, 7.8 and its subparts, and Exhibit H pertaining to VNXX.

6

7

V. CONCLUSION

8

9 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

10 A. My testimony demonstrates that with the exception of North County's desire to
11 retain its old ICA, there are really no issues in dispute with regard to the contract
12 language proposed by Qwest. North County wishes to continue using MF
13 signaling, and the language proposed by Qwest permits North County to do so,
14 while providing Qwest with the information necessary to ensure accurate billing.
15 In addition, North County has provided no alternative language to that proposed
16 by Qwest. The Commission should approve Qwest's proposed ICA language.

17

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

19 A. Yes.