

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

**IN THE MATTER OF A COMPLAINT BY
THE JOINT CLECs AGAINST THE JOINT
APPLICANTS REGARDING OSS FOR
MAINTENANCE AND REPAIR**

Docket No. UT-111254

DIRECT TESTIMONY

OF RENÉE ALBERSHEIM

QWEST CORPORATION D/B/A CENTURYLINK QC

OCTOBER 14, 2011

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.

A. My name is Renée Albersheim. I am employed by Qwest Corporation dba CenturyLink QC ("CenturyLink QC"), working with all CenturyLink affiliates as a senior witnessing representative in the Wholesale Markets Group. My business address is 930 15th Street, 16th floor, Denver, Colorado 80202.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND EMPLOYMENT EXPERIENCE.

A. I have been working in the Wholesale Markets organization of CenturyLink and its predecessors since December 2003. Prior to December 2003, I worked in Qwest's information technologies wholesale systems organization since joining U S WEST in October 1999. As a senior witnessing representative, I provide support for CenturyLink's responses to regulatory issues associated with the 1996 Telecommunications Act, FCC orders, state commission decisions, and other legal and regulatory matters.

Prior to joining US WEST, I worked for 15 years as a consultant on many systems development projects and in a variety of roles, including the following: programmer and systems developer, systems architect, project manager, information center manager and software training consultant. I worked on projects in a number of different industries, including oil and gas; electric, water and telephone utilities; insurance; fast food; computer hardware; and the military. I also designed and developed a number of

1 software applications, including electronic interfaces. During that time, I worked on
2 several of Qwest's operations support systems ("OSS") as a consultant on human
3 resources and Interactive Access Billing Systems ("IABS") projects. Among other
4 responsibilities, I was the sole support person for the Square Root Trending ("SRT")
5 system, which provided statistical support for access billing to AT&T. I also supported
6 the Carrier Access Information Management System ("CAIMS"), which generates
7 reports on carrier usage and billing that are used by Qwest personnel who are responsible
8 for carrier billing and customer support.

9 In addition to working full-time at Qwest, I earned a Juris Doctor degree from the
10 University of Denver College of Law and passed the Colorado Bar Examination in
11 October 2001. Prior to attending law school, I received a Master of Business
12 Administration in Management Information Systems from the University of Colorado
13 College of Business and Administration in 1985 and a Bachelor of Arts degree from the
14 University of Colorado in 1983.

15 **Q. HAVE YOU TESTIFIED BEFORE THIS COMMISSION BEFORE?**

16 **A.** Yes. Most recently, I provided testimony in the North County Arbitration.¹

17 **Q. HAVE YOU TESTIFIED BEFORE OTHER STATE REGULATORY**
18 **COMMISSIONS?**

¹ See Docket No. UT-093035, *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)*.

1 A. I have filed written testimony and appeared in various proceedings before the
2 commissions in Arizona, Colorado, Iowa, Minnesota, Nebraska, New Mexico, Oregon,
3 Utah and Wyoming. I have also provided testimony in proceedings in Idaho, North
4 Dakota, South Dakota and Montana relating to interconnection agreements, OSS, and
5 other issues.

6

7

II. PURPOSE OF TESTIMONY

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9 A. The purpose of my testimony is to respond to the issues raised by the Joint CLECs and
10 Interveners in this case, and to provide an explanation of CenturyLink's Operations
11 Support Systems ("OSS"), with particular emphasis on the systems at issue in this case.
12 This testimony describes the gateway systems used to access Legacy Qwest OSS for
13 repair, including who uses these gateways and for what purpose. I also describe the
14 changes planned for these gateway systems and when they will take place. I briefly
15 discuss how these changes have been managed in the Change Management Process
16 ("CMP"). And finally, this testimony and the testimony of Michael Hunsucker
17 demonstrate that CenturyLink is not in violation of its merger agreements.

18

1 **Q. WHAT IS A B2B INTERFACE?**

2 A. A Business-to-Business (“B2B”) interface, also known as a computer-to-computer
3 interface, is an electronic interface that allows a business to use its own computer systems
4 to transmit information to the computer systems of another business. For a B2B interface
5 to function, both companies must program their systems to transmit and receive
6 information from each other.

7 **Q. WHAT IS MEDIACC?**

8 A. MEDIated ACCess (“MEDIACC”) is a B2B interface that allows legacy Qwest
9 wholesale customers to submit electronic requests for repair via their own computer
10 systems.

11 **Q. IS THERE AN ACTIVE CHANGE REQUEST TO RETIRE MEDIACC?**

12 A. No. Legacy Qwest submitted a change request to the Change Management Process
13 (“CMP”) in November 2010 that was intended to retire both MEDIACC and CEMR.
14 That change request was withdrawn in May 2011.³ It is Qwest/CenturyLink’s intent to
15 retire MEDIACC in late 2013, following a vote of approval by the CLECs.

16 **Q. WHY DIDN’T QWEST IMPLEMENT MTG IN 2009 AS ORIGINALLY**
17 **PLANNED?**

18 A. As with all major business decisions, projects must be prioritized and funding must be
19 authorized. MTG did not receive the funding necessary to implement as originally

³ See Exhibit RA-2.

1 planned, so the CMP Change Request was deferred. Once the necessary funding was
2 authorized in 2010, the change request was restarted.⁴

3 **Q. WHY DOES QWEST/CENTURYLINK INTEND TO RETIRE MEDIACC IN**
4 **OCTOBER 2013?**

5 A. Legacy Qwest evaluated the MEDIACC system and determined that both the hardware
6 and the software are no longer fully supported by the vendor.⁵ This means that the
7 vendors will do what they can to assist if a component fails, but the vendor makes no
8 guarantees that it can be fixed. Vendors refer to this kind of support as “best efforts.”
9 While MEDIACC is stable today, the unsupported nature of these components creates an
10 increased risk of an unrecoverable failure of MEDIACC in the future.
11 Qwest/CenturyLink is committed to providing a high level of service quality for CLEC
12 customers. Addressing the risk associated with unsupported hardware and software is
13 essential to avoid or minimize potential service disruption.⁶

14 **Q. WHY DID LEGACY QWEST CHOOSE TO DEVELOP A NEW B2B**
15 **INTERFACE, RATHER THAN TO UPGRADE MEDIACC?**

16 A. Legacy Qwest IT performed an analysis of the feasibility of upgrading the MEDIACC
17 hardware and software and determined that the costs and programming efforts involved

⁴ See Exhibit RA-3.

⁵ See Exhibit RA-5 Detail regarding lack of support for MEDIACC Hardware and Software.

⁶ For a complete discussion of the risks associated with the MEDIACC application, please see
“Report on MEDIACC Risks”, filed at the request of the Minnesota Commission on October

1 would be on par with developing a new repair interface.⁷ It also made more sense to
2 develop a new system based on a more current industry standard for computer
3 communication protocol, XML,⁸ rather than trying to upgrade an old system that used
4 CMIP,⁹ an outdated industry standard computer communication protocol. Given that all
5 of Legacy Qwest's other B2B interfaces for CLECs had already been converted to
6 XML¹⁰ and that Legacy Qwest had other wholesale customers requesting an XML
7 interface for repair,¹¹ Legacy Qwest determined it made sense for Qwest and its
8 wholesale customers to build a new XML based B2B interface for repair.

9 **Q. WHAT IS MTG?**

10 A. Maintenance Ticketing Gateway ("MTG") is the new XML-based B2B gateway that
11 Qwest/CenturyLink is developing for its wholesale customers. MTG will have the same
12 functionality as MEDIACC, and will allow wholesale customers, including CLECs, to
13 submit electronic requests for repair to Legacy Qwest repair systems.

6th, 2011. The text of the report is included here as Exhibit RA-6. The attachments to the report are voluminous and will be made available upon request.

⁷ See Confidential Exhibits RA-7, RA-8 and RA-9 Analyses of MEDIACC Alternatives.

⁸ Extensible Markup Language ("XML") is a set of rules for encoding documents in machine-readable form. The design goals of XML emphasize simplicity, generality, and usability over the Internet.

⁹ The common management information protocol ("CMIP") is a protocol for network management.

¹⁰ See Exhibit RA-10 Change requests for IMA-XML, retiring IMA-EDI, and conversion of ASR systems to XML.

¹¹ See Confidential Exhibit RA-11 Emails from Wholesale Customers.

1 **Q. DOES QWEST/CENTURYLINK'S PLANNED DESIGN FOR MTG RESOLVE**
2 **THE ISSUES THAT EXIST IN MEDIACC?**

3 A. Yes. The planned design for MTG is based on the current XML standard and will
4 incorporate new hardware and software that is vendor supported. This eliminates the risk
5 of an unrecoverable failure, creates an interface that is consistent with current industry
6 standards, and retains all of the functionality that was present in the MEDIACC
7 application.

8 **Q. WHEN DOES QWEST/CENTURYLINK PLAN TO MAKE MTG AVAILABLE?**

9 A. Qwest/CenturyLink plans to make MTG available to all wholesale customers, including
10 CLECs, in December 2011.

11 **Q. MUST CLECS WHO USE MEDIACC CONVERT TO MTG IN DECEMBER**
12 **2011?**

13 A. No. Qwest/CenturyLink will keep the MEDIACC system in place until late 2013,
14 withdrawing it only after complying with our merger commitments and settlement
15 agreements, including obtaining CLEC approval. CLECs have the option of converting
16 to MTG early, but they are not required to do so. Qwest/CenturyLink will continue to
17 "use and offer" MEDIACC to CLECs for at least 30 months as required by the merger
18 settlements, and MEDIACC will not be "retired or replaced" until all the agreed-upon
19 time periods and procedures are completed.

20 **Q. WILL CLECS WHO CHOOSE NOT TO CONVERT TO MTG IN 2011 LOSE**
21 **ANY RIGHTS BARGAINED FOR IN THE MERGER SETTLEMENTS?**

1 A. No. Qwest/CenturyLink will honor the terms of the merger settlements. To that end,
2 Qwest/CenturyLink has published a schedule in the CMP that allows the CLECs to have
3 all the standard CMP mandated input to the development of MTG, even though MTG
4 will already be in production.¹² In addition they will have extra testing as mandated by
5 the settlement agreements.

6 **Q. ISN'T THERE SOME RISK THAT THE CLECS WILL SEEK SIGNIFICANT**
7 **CHANGES TO MTG?**

8 A. Yes. Qwest/CenturyLink bears that risk. Qwest/CenturyLink must be, and is, willing to
9 make changes to ensure that MTG will provide the same level of functionality as
10 MEDIACC.

11 **Q. WHAT ASSURANCE DO THE CLECS HAVE TO GUARANTEE THAT MTG**
12 **WILL PERFORM AS THEY NEED IT TO?**

13 A. While the Integra settlement does not guarantee that Qwest/CenturyLink will make every
14 change CLECs suggest, the Integra settlement contains a powerful mechanism the
15 CLECs bargained for: the right to vote against any replacement of legacy Qwest OSS.
16 The CLECs must vote to approve the retirement of MEDIACC. Without the CLECs'
17 vote of approval, MEDIACC cannot be retired. If MTG does not meet CLEC needs in
18 2013, CLECs will not vote to approve it. In such an event, Qwest/CenturyLink cannot
19 "retire or replace" MEDIACC, and must continue to "use and offer" that system until a
20 system is developed that passes the CLEC vote.

¹² See Exhibit RA-12 published schedules for MTG.

1 **Q. WHY DOESN'T CENTURYLINK WAIT UNTIL THE END OF THE 30 MONTH**
2 **WINDOW TO MAKE MTG AVAILABLE?**

3 A. As a threshold matter, there is no legal prohibition against making MTG available now,
4 provided Qwest/CenturyLink continues to “use and offer” MEDIACC and CEMR, and
5 does not “retire or replace” MEDIACC until the settlement period is concluded and the
6 procedures are completed. I discuss these issues in more detail below, and they are also
7 addressed in Mr. Hunsucker’s testimony. From a practical perspective, however, there
8 are two reasons why developing and offering MTG on an optional basis is preferable
9 now. First, Qwest/CenturyLink has very large wholesale customers who have requested
10 an XML interface for repair. Second, and much more important, because MEDIACC is
11 no longer fully supported by its vendors, the risk of an unrecoverable failure is
12 increasing. Qwest/CenturyLink considers it prudent to have MTG available as soon as
13 possible, to minimize the impact if such a failure takes place.¹³

14 **Q. IS THIS THE FIRST TIME THAT QWEST/CENTURYLINK HAS**
15 **IMPLEMENTED AN XML INTERFACE TO LEGACY QWEST SYSTEMS?**

16 A. No. As noted above, Legacy Qwest replaced its ordering and provisioning B2B
17 interfaces to XML. For example, ASR¹⁴ ordering was converted to XML from 2003
18 through 2005, and IMA-XML¹⁵ was implemented in 2006.¹⁶

¹³ Please see section X below for a further discussion of the impacts of a failure of MEDIACC.

¹⁴ ASR stands for Access Service Request.

1 **Q. HAVE THE CLECS APPROVED THE RETIREMENT OF PRIOR INTERFACES**
2 **THAT WERE REPLACED WITH XML?**

3 A. Yes. The IMA-XML interface replaced IMA-EDI, which was retired with CLEC
4 approval in 2007, after all CLECs had converted their system interfaces from EDI to
5 XML.¹⁷

6 **Q. DO OTHER LARGE CARRIERS USE XML FOR THEIR REPAIR**
7 **INTERFACES?**

8 A. Yes. CenturyLink has been told by its non-CLEC wholesale customers that it is the only
9 major carrier that has not created an XML-based B2B interface for repair. In response to
10 discovery, PAETEC admits it uses XML for repair via a B2B interface with AT&T. And
11 tw telecom admits it uses XML for repair via B2B interfaces with both AT&T and
12 Verizon.¹⁸

13

14 **IV. QWEST/CENTURYLINK DOES NOT USE MEDIACC FOR REPAIR**

15 **Q. THERE HAS BEEN SOME CONFUSION REGARDING WHETHER OR NOT**

¹⁵ IMA stands for Interconnect Mediated Access. IMA is used by the CLECs for the ordering and provisioning of services via Local Service Requests (“LSRs”).

¹⁶ See Exhibit RA-10.

¹⁷ See Exhibit RA-10.

¹⁸ See Exhibit RA-13 Joint CLEC response to CenturyLink Data Request 1-1.

1 **CENTURYLINK “USES” MEDIACC.¹⁹ DOES QWEST/CENTURYLINK USE**
2 **MEDIACC FOR REPAIR?**

3 A. No. Qwest/CenturyLink’s only use of MEDIACC is to offer it to others as an interface
4 that makes Legacy Qwest’s repair system available to them.

5 **Q. PLEASE EXPLAIN YOUR ANSWER.**

6 A. CenturyLink does not need an interface to access its own back office repair systems since
7 it has direct access to these Legacy Qwest systems.

8 **Q. IF QWEST/CENTURYLINK DOESN’T USE MEDIACC FOR ITSELF, HOW**
9 **DOES IT DEFINE “INTERNAL CMP TASK” VS “EXTERNAL CMP TASK” ON**
10 **THE MTG IMPLEMENTATION TIMELINE?²⁰**

11 A. The terminology used on the MTG Implementation Timeline could have been clearer.
12 The term “Internal” was meant to refer to non-CLEC or non-CMP customers. Thus the
13 “Internal Schedule” was meant to apply to non-CMP wholesale customers using
14 MEDIACC.

15

16 **V. MEDIACC IS NOT USED BY RETAIL CUSTOMERS**

17 **Q. THERE HAS BEEN SOME CONFUSION REGARDING WHETHER OR NOT**

¹⁹ See for example Joint CLEC Complaint at paragraphs 36 and 39.

²⁰ See Exhibit RA-12.

1 **MEDIACC IS USED BY RETAIL CUSTOMERS. IS MEDIACC USED BY**
2 **RETAIL CUSTOMERS?**

3 A. No. There are no retail customers who have created a B2B interface to link to
4 MEDIACC for repair.

5 **Q. DO ANY RETAIL CUSTOMERS USE CEMR?**

6 A. Yes. A handful of retail customers use CEMR for repair.

7 **Q. WHAT HAS BEEN THE SOURCE OF THE CONFUSION?**

8 A. Prior discussions of the planned changes addressed both CEMR and MEDIACC together,
9 because as discussed above, it was Legacy Qwest's original intent to retire CEMR and
10 MEDIACC. However, as noted above, CEMR is not being retired, and MEDIACC will
11 remain in place until 2013, per the terms of the merger settlements. While CEMR is used
12 by a handful of retail customers, MEDIACC is not used by any retail customers.

13

14 **VI. QWEST/CENTURYLINK IS BEING RESPONSIVE TO ISSUES RAISED IN THE**
15 **CMP**

16 **Q. PLEASE DESCRIBE THE CHANGE MANAGEMENT PROCESS.**

17 A. The Change Management Process ("CMP") is intended to facilitate discussion between
18 CLECs and CenturyLink regarding Product, Process or OSS Interface release changes,
19 release timing, release notifications, communication intervals, and regularly scheduled
20 CMP meetings. Team Members include CLEC and CenturyLink representatives who

1 gather to review CLEC and CenturyLink Change Requests (“CRs”) and to discuss
2 CenturyLink Notifications.

3 **Q. THE CLECS CLAIM THAT QWEST/CENTURYLINK KEEPS CHANGING ITS**
4 **POSITION REGARDING REPAIR OSS INTERFACES.²¹ IS THAT AN**
5 **ACCURATE REFLECTION OF CENTURYLINK’S ACTIONS?**

6 A. No. Integra makes an issue about Qwest/CenturyLink’s so-called changes in position. In
7 fact, Qwest/CenturyLink has been responding to the comments and concerns raised by
8 the CLECs in the CMP, which is how the CMP is supposed to function. The CMP is a
9 forum in which the CLECs are enabled to make comments and suggestions regarding
10 changes proposed by Qwest/CenturyLink, with the expectation that Qwest/CenturyLink
11 will be responsive. If Qwest/CenturyLink had not been responsive to the CLEC concerns
12 about MTG, the CLEC testimony would have been full of examples about how
13 Qwest/CenturyLink is not listening to the CLECs; yet this is not the case, as CenturyLink
14 has been responsive. Either way, Integra creates an impossible conundrum for
15 Qwest/CenturyLink. Should we be responsive to the CLECs and make changes as they
16 request? Or should we hold to our original positions and ignore the CLECs’ requests,
17 and proceed with proposed changes without regard to CLEC input? No matter what
18 Qwest/CenturyLink does, Integra will find fault.

19 The most important example of Qwest’s responsiveness is the change to the MTG
20 implementation timelines which came as a result of the close of the merger, and the

²¹ See for example Joint CLEC Complaint at paragraph 45.

1 CLECs' concerns about adherence to the merger settlements. In response to these
2 concerns, Qwest/CenturyLink created a schedule for the CLECs that is in compliance
3 with those terms.²² As a result Qwest/CenturyLink will continue to 'use and offer'
4 MEDIACC as required by the terms of the merger settlements. And as discussed in the
5 testimony of Mike Hunsucker, the offering of MTG, a new optional OSS, is not in
6 violation of the merger settlements.

7
8 **Q. INTEGRA HAS CLAIMED THAT CENTURYLINK'S CONCERNS**
9 **REGARDING MEDIACC CONTRADICT PRIOR TESTIMONY ABOUT**
10 **LEGACY QWEST'S OSS.²³ IS THIS A FAIR CLAIM?**

11 A. No. Integra cites testimony that I submitted in a prior case in Minnesota. In that case,
12 the Minnesota Department of Commerce ("DOC") submitted testimony claiming that
13 Legacy Qwest's systems in general are old, out-dated and need to be replaced. Mr.
14 Fagerlund of the DOC was especially critical of the systems that Legacy Qwest leases
15 from Telcordia. Mr. Fagerlund's testimony provided an overall global indictment of all
16 of Legacy Qwest's systems. I wrote responsive testimony in which I stated that Legacy
17 Qwest's systems are state of the art. I still consider that testimony in Minnesota to be
18 true and accurate.

²² See Exhibit RA-9.

²³ See Colorado Denney Direct at pages 27-29.

1 As with all blanket assertions, there are going to be exceptions. MEDIACC could be
2 considered an exception, in that Qwest/CenturyLink recognizes that the system is at risk
3 of an unrecoverable failure since it is not fully supported by the vendor. That said,
4 MEDIACC is still operating, it is currently stable, and Qwest/CenturyLink intends to
5 keep MEDIACC in place until its retirement is approved by the CLECs in 2013. The
6 existence of one currently stable system with an increasing risk of failure does not alter
7 the assessment of the overall condition of nearly 200 Legacy Qwest OSS I made in that
8 Minnesota case.

9 **Q. DOES THE CLECS' NEW CONCERN ABOUT THE LEGACY QWEST OSS IN**
10 **GENERAL²⁴ CONTRADICT THEIR TESTIMONY IN THE MERGER**
11 **PROCEEDINGS?**

12 A. Yes. It is ironic that the CLECs now express concern about Legacy Qwest's OSS, when
13 in their testimony at the merger proceedings, the CLECs went to great lengths to praise
14 Legacy Qwest's OSS and to insist that these OSS not be replaced with Legacy
15 CenturyLink OSS.

16 **Q. THE JOINT CLECS HAVE CLAIMED THAT MTG IS NOT A LEGACY QWEST**
17 **SYSTEM.²⁵ IS THAT VALID?**

²⁴ See for example Joint CLEC Complaint at paragraph 41.

²⁵ See Joint CLEC Complaint at paragraph 56.

1 A. No. MTG, originally known as CTG, was introduced by Legacy Qwest to the CLEC
2 community in the CMP in 2008.²⁶ It was, and still is, intended as a gateway into Legacy
3 Qwest's back office repair systems, including LMOS and WFA/C. The fact that the
4 merger closed months after the re-introduction of the MTG project, does not alter the fact
5 that MTG is a Legacy Qwest application intended to interface with Legacy Qwest repair
6 systems.

7 **Q. DOES THIS CLAIM REALLY MATTER?**

8 A. No. Frankly, this is just a semantic argument about an ultimately irrelevant issue. MTG
9 is certainly not a legacy CenturyLink OSS. Whether or not MTG is a legacy Qwest
10 system does not alter the fact that Qwest/CenturyLink has not violated the merger
11 settlements by creating an alternative B2B gateway to Legacy Qwest's back office
12 systems. Again, MEDIACC is staying in place per the terms of the settlement
13 agreements.

14

15 **VII. THE JOINT CLECS' INTERESTS ARE PROTECTED BY THE TERMS OF THE**
16 **SETTLEMENT AGREEMENTS**

17 **Q. HOW ARE THE INTERESTS OF CLEC USERS OF MEDIACC PROTECTED**
18 **BY THE MERGER SETTLEMENT AGREEMENTS?**

²⁶ See Exhibit RA-3.

1 A. First, the merger settlements provide a timeline for replacing CLEC-facing Qwest OSS.²⁷
2 Qwest/CenturyLink is adhering to that timeline.²⁸ Second, the merger settlements give
3 the CLECs the power to vote to approve the retirement of a CLEC-facing Qwest OSS.²⁹
4 Qwest cannot replace a CLEC-facing system, such as MEDIACC without a majority vote
5 to approve by the CLECs.

6 **Q. DOES QWEST/CENTURYLINK'S PLANNED IMPLEMENTATION OF MTG**
7 **COMPLY WITH THE SETTLEMENT AGREEMENTS?**

8 A. Yes. If you compare the "external implementation schedule" to the timeline established
9 in the merger settlements, Qwest/CenturyLink is in compliance with the settlement
10 terms.³⁰ Qwest/CenturyLink will continue to "use and offer" MEDIACC for at least 30
11 months.

12 **Q. HOW WILL THE MERGED COMPANY "USE" MEDIACC?**

13 A. As I stated above, Qwest/Century does not use MEDIACC to submit repair requests for
14 its own customers. However, throughout the 30-month settlement period, Qwest will
15 "use" MEDIACC in the same way it "used" MEDIACC when the Integra settlement was
16 executed by offering it to CLECs so they can interface with legacy Qwest repair systems.

²⁷ See for example the WA Merger Settlement Agreement with Integra at Section 12.

²⁸ See Exhibit RA-12.

²⁹ See Merger Settlement Section 12.

³⁰ See Exhibit RA-14 Comparison of the terms of Section 12 of the settlement to the External Implementation Schedule.

1 Qwest/CenturyLink will keep MEDIACC in production, and will receive repair requests
2 from wholesale customers using MEDIACC as a B2B interface for repair.

3 **Q. THE JOINT CLECS CLAIM THAT IF MTG IS IMPLEMENTED IN**
4 **DECEMBER 2011, QWEST/CENTURYLINK WILL HAVE NO INCENTIVE TO**
5 **COMPLY WITH THE TERMS OF THE SETTLEMENT AGREEMENTS. IS**
6 **THAT TRUE?**

7 A. No, not at all. First, Qwest/CenturyLink has significant financial incentive to properly
8 maintain MEDIACC, since it will incur penalties if MEDIACC does not meet its
9 Performance Indicator (“PID”) requirements. These PIDs were painstakingly negotiated
10 and litigated over a number of years in Washington and other states, and are meant to
11 assure that legacy Qwest OSS provide nondiscriminatory access to legacy Qwest network
12 elements. The PIDs approved by this Commission require that MEDIACC meet a
13 gateway availability measure of 99.25%. If MEDIACC misses this requirement,
14 Qwest/CenturyLink is required to make payments under its Washington Performance
15 Assurance Plan. Qwest/CenturyLink will be obligated in this way until the CLECs vote
16 to approve the retirement of MEDIACC.

17 **Q. WHAT RISK IS QWEST/CENTURYLINK ASSUMING BY IMPLEMENTING**
18 **MTG IN DECEMBER 2011?**

19 A. Qwest/CenturyLink is assuming the risk of having to make significant changes to MTG
20 in 2013 based on CLEC input, testing, and voting, as scheduled in the “external”
21 timeline.

1 **Q. WHAT IS THE CLECS' ULTIMATE LEVERAGE OVER CENTURYLINK TO**
2 **ENSURE THAT MTG WORKS AS WELL AS MEDIACC WHEN THEY**
3 **TRANSITION IN 2013?**

4 A. As I discussed above, CLECs have a vote in the CMP. Without the approval of the
5 majority of the CLECs, MEDIACC cannot be retired.
6

7 **VIII. ISSUES RAISED BY B2B INTERFACE USERS**

8 **Q. PAETEC HAS PROPOSED AN INTERIM SOLUTION FOR CLECS WHO ARE**
9 **NOT READY TO TRANSITION THEIR B2B INTERFACES TO MTG. PLEASE**
10 **DESCRIBE THE PROPOSAL.**

11 A. At a very high level, PAETEC has requested that Qwest/CenturyLink create a means by
12 which CMIP repair transactions submitted by PAETEC can be converted by Qwest into
13 XML, in order to allow PAETEC to use the MTG interface, but give it more time to
14 develop its own interface to MTG. Ultimately, PAETEC is asking Qwest to develop an
15 interim interface to convert CMIP to XML.

16 **Q. IS PAETEC'S PROPOSAL A VIABLE INTERIM SOLUTION?**

17 A. Qwest/CenturyLink is seriously evaluating the proposal as an interim solution. First
18 Qwest/CenturyLink requested an evaluation and estimate from a vendor. This estimate
19 was received, as was an estimate from the IT department, which evaluated the feasibility
20 and cost of integrating the vendor solution into Qwest's OSS. Qwest has been discussing

1 the feasibility of the PAETEC proposal with PAETEC directly. Ultimately
2 Qwest/CenturyLink and PAETEC will make a business decision regarding the
3 implementation of PAETEC's request.

4 **Q. TW TELECOM HAS EXPRESSED A PREFERENCE TO IMPLEMENT AN XML**
5 **INTERFACE IN LEGACY EMBARQ AND LEGACY CENTURYTEL**
6 **TERRITORIES.³¹ DOES QWEST/CENTURYLINK HAVE PLANS TO**
7 **IMPLEMENT MTG IN THOSE TERRITORIES?**

8 A. Qwest/CenturyLink has recommended to the Executive Leadership Team that MTG be
9 implemented in the Legacy CenturyLink territories. The Executive Leadership Team has
10 yet to make a final decision on MTG. It is important to note that Legacy CenturyLink
11 already uses XML in its territories with software purchased from a third party vendor.
12 The testimony of tw telecom stating they now wish to use MTG out-of-legacy Qwest
13 regions is in direct contrast to their concerns that MTG is being made available too soon
14 in-region. If they are ready now to build a B2B interface to MTG out-of-region, it seems
15 they should have no trouble using the same interface in-region. Indeed, offering MTG in
16 legacy Qwest territories on an optional basis beginning in 2011 will allow tw telecom to
17 choose whether it transitions to MTG twice (once for CenturyLink territory and once for
18 Qwest territory) or just once. As such, developing and offering MTG on an optional
19 basis can actually benefit tw telecom and other CLECs in similar situations.

1 **IX. CEMR USERS ARE NOT IMPACTED**

2 **Q. WILL CLEC USERS OF CEMR BE IMPACTED BY THE 2011**
3 **IMPLEMENTATION OF MTG?**

4 A. No, unless they wish to make the switch early. Today, the CEMR application performs
5 some repair functions by sending the transactions through MEDIACC, and then on to the
6 Legacy Qwest repairs systems. This could be referred to as CEMR/MEDIACC. Once
7 MTG is available, CEMR can be connected to MTG to perform those repair functions.
8 This could be referred to as CEMR/MTG. The use of CEMR/MTG will be optional and
9 purely voluntary until CEMR/MEDIACC is retired in 2013.³²

10 **Q. WILL CLEC USERS OF CEMR/MEDIACC HAVE ANY DEVELOPMENT**
11 **COSTS WHEN THEY SWITCH TO CEMR/MTG?**

12 A. No. CLEC users, like Integra, will not have to perform any internal systems development
13 work in order to switch to CEMR/MTG.

14 **Q. WILL CLEC USERS OF CEMR/MEDIACC NEED ANY TRAINING WHEN**
15 **THEY SWITCH TO CEMR/MTG?**

³¹ See Colorado Nipps Direct at page 7.

³² There has been some confusion about how CEMR interfaces with MEDIACC. (See for example the Joint CLEC Complaint at paragraph 37). CEMR does not use the CMIP toolkit. That was explained to the CLECs via responses to CLEC questions in the CMP. The initial response to a question in the CMP was that CEMR uses CMIP. That response was later corrected in the CMP. In fact CEMR/MEDIACC uses XML, which makes it relatively easy to switch from CEMR/MEDIACC to CEMR/MTG.

1 A. No. CEMR/MTG will function the same way that CEMR/MEDIACC does today. The
2 menus and system options that are available today will be available with CEMR/MTG.

3 **Q. WILL CLEC USERS SEE ANY DIFFERENCE AT ALL BETWEEN**
4 **CEMR/MEDIACC AND CEMR/MTG?**

5 A. Yes, there will be two minor differences. The “Circuit History” and “Report History”
6 screens that display information from legacy Qwest systems to the CLEC users will have
7 a slightly altered appearance, which is designed to make the data easier to read.
8 However, all of the information contained in those screens will be the same.³³

9

10 **X. THE HARM THAT COULD RESULT IF MEDIACC FAILS**

11 **Q. WHAT IS THE IMPACT TO CLECS IF MEDIACC FAILS AND MTG HAS NOT**
12 **BEEN DEVELOPED?**

13 A. If MEDIACC fails and MTG is not available, all CLECs will have to submit repair
14 requests to Qwest/CenturyLink by telephone. This is true of both MEDIACC users and
15 CEMR users, as CEMR relies on MEDIACC to perform repair functions.

16 **Q. WOULD THIS ULTIMATELY IMPACT END-USER CUSTOMERS?**

17 A. Yes. This would impact the CLECs’ end-user customers, and it could impact
18 Qwest/CenturyLink end-user customers. The lack of automation for CLEC repair

³³ See Confidential Exhibit RA-15 containing a screen Shot of CEMR/MEDIACC today, and a mock up of how data may be presented in CEMR/MTG.

1 requests will inevitably slow down Qwest/CenturyLink's responsiveness to CLEC repair
2 requests, and is likely to slow down Qwest/CenturyLink's responsiveness to its retail
3 customers, as Qwest/CenturyLink would have to divert resources to assist with telephonic
4 CLEC repair tickets.

5 **Q. IF MEDIACC FAILS AND MTG IS AVAILABLE, WHICH CLECS WILL BE**
6 **ABLE TO TAKE IMMEDIATE ADVANTAGE OF MTG'S AVAILABILITY?**

7 A. If MEDIACC fails and MTG is available, those CLECs who use CEMR, such as Integra,
8 will be able to take immediate advantage of MTG's availability. It will be an easy matter
9 to switch CEMR/MEDIACC to CEMR/MTG. This is due in part to the fact that CEMR
10 already uses XML as a communication protocol.

11 **Q. IF MEDIACC FAILS, WILL CLECS USING MEDIACC BE ABLE TO**
12 **TRANSITION IMMEDIATELY TO MTG?**

13 A. That depends. If CLECs have already developed an interface to MTG, they should be
14 able to transition fairly quickly from MEDIACC to MTG. The amount of time required
15 for the transition will depend on the stage of the development of their interface. If a
16 vendor such as Synchronoss has developed an interface to MTG, the CLECs who use
17 MEDIACC will have the option of using the vendor interface to MTG. Those CLECs
18 using MEDIACC who have not developed an interface to MTG, and who do not wish to
19 use a vendor, will have to develop that interface before they can transition to MTG.

20 **Q. CAN CENTURYLINK PREDICT IF OR WHEN MEDIACC WILL FAIL?**

21 A. No.

1 **Q. IS MEDIACC STABLE TODAY?**

2 A. Yes. Based on performance results measured by IT, MEDIACC has only missed its
3 monthly availability target of 99.25% once since 2010.³⁴ IT considers a system unstable
4 if targeted availability is missed for 3 or more months in a row.

5

6 **XI. QWEST/CENTURYLINK IS NOT VIOLATING THE TERMS OF THE**
7 **SETTLEMENT AGREEMENTS**

8 **Q. IS THE DEVELOPMENT OF A NEW, OPTIONAL B2B GATEWAY A**
9 **VIOLATION OF THE SETTLEMENT AGREEMENTS?**

10 A. No. As Mike Hunsucker will explain in greater detail, there is no language in the merger
11 settlements that prohibits the creation of a new system. Offering MTG for use on an
12 optional basis does not violate the merger settlements.

13 **Q. DOES QWEST/CENTURYLINK INTEND TO KEEP LEGACY QWEST OSS IN**
14 **PLACE FOR AT LEAST 30 MONTHS?**

15 A. Yes. Again, as Mr. Hunsucker explains, Qwest/CenturyLink has no intention of violating
16 the merger settlements. Qwest/CenturyLink will ‘use and offer’ MEDAICC for at least
17 30 months.

18 **Q. DO THE JOINT CLECS CONTEND THAT MEDIACC WILL BE REPLACED**
19 **BEFORE 2013?**

³⁴ Exhibit RA-16 Gateway Availability PIDs GA-3 and GA-6.

1 A. To some extent, but their arguments are self-contradictory. Qwest/CenturyLink asked the
2 Joint CLECs to “admit that Qwest/CenturyLink will not retire or replace MEDIACC
3 during the 30-month period agreed to in the Integra Settlement” in discovery, and they
4 responded in part:

5 The Merged Company is replacing MEDIACC with MTG when it implements
6 MTG in December of 2011, though it is not retiring MEDIACC until a later
7 date.³⁵

8 Here, the Joint CLECs admit that MEDIACC will not be “retired” until 2013 under the
9 current timetable, but “replacement” occurs whenever MTG is implemented. To reach
10 this conclusion, Joint CLECs argue that “‘replacement’ and ‘retirement’ cannot be
11 construed as synonymous,” but tellingly provide no analysis or definitions for either
12 word. In my experience working with systems and OSS, “retirement” means that a
13 system is no longer available. “Replacement” means that a system is no longer available,
14 but a new one has taken its place. The dictionary definitions of the two words are
15 similar.³⁶ “Retire” and “replace” mean different things, but both are predicated on a
16 system no longer being available. Thus, when Joint CLECs admit that MEDIACC will

³⁵ See [Exhibit RA-17 Joint CLEC response to Data Request 1-17](#) (emphasis in original, footnotes omitted).

³⁶ www.dictionary.com defines “retire” in this context as “to withdraw (a machine, ship, etc.) permanently from its normal service, usually for scrapping; take out of use.” “Replace” is defined as either “to assume the former role, position, or function of; substitute for (a person or thing): *electricity has replaced gas in lighting.*” or “to provide a substitute or equivalent in the place of: *to replace a broken dish.*”

1 not be “retired” until 2013, there is no way they can argue that MTG will have “replaced”
2 it until that time.

3
4 **XII. CONCLUSION**

5 **Q. HAVE THE JOINT CLECS OVER-COMPLICATED THE ISSUES?**

6 A. Yes. This case is relatively simple and straightforward. In Colorado, the Joint CLECs
7 have filed several hundred pages of testimony and even more pages of exhibits, and have
8 raised multiple sub-issues with regard to the Integra settlement, making this case appear
9 to be more complicated than it actually is.

10 Really, the relevant issues in this case can be summarized in a few sentences. The
11 Integra settlement requires Qwest to “use and offer,” and not to “retire or replace,” the
12 legacy Qwest OSS for 30 months. MEDIACC is the legacy OSS at issue, and will be
13 used and offered for the relevant time period. There will be no replacement, retirement,
14 or integration of MEDIACC until the settlement period is complete and the agreed-upon
15 procedures have been followed. Until those steps occur, the MTG interface will be only
16 an additional, optional OSS alternative to MEDIACC (and the CEMR interface that
17 provides similar functions) for CLECs to manage and interface with Qwest/CenturyLink
18 repair systems. Currently, there are two choices for CLECs to interface with
19 Qwest/CenturyLink repair systems (CEMR and MEDIACC). There is no language in the
20 Settlement Agreement that prohibits adding a third alternative.

1 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

2 A. My testimony describes the systems at issue in this case. I explain the differences
3 between the various Legacy Qwest Repair gateways available to CLECs. I explain the
4 purpose and necessity of the optional new B2B gateway to Legacy Qwest repair systems,
5 known as MTG. I discuss the potential impact if the MEDIACC application fails. And
6 finally I echo the testimony of Michael Hunsucker that Qwest/CenturyLink has not and
7 will not violate the merger settlements.

8

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

10 A. Yes, it does