

**BEFORE THE  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**In the Matter of the Petition of Qwest  
Corporation for Arbitration with Eschelon  
Telecom, Inc. Pursuant to 47 U.S.C. Section  
252 of the Federal Telecommunications Act of  
1996**

**Docket No. UT-063061**

**REBUTTAL TESTIMONY OF**

**BONNIE J. JOHNSON**

**ON BEHALF OF ESCHELON TELECOM, INC.**

**DECEMBER 4, 2006**

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Bonnie Johnson, and my business address is 730 2<sup>nd</sup> Avenue South, Suite  
3 900, Minneapolis, Minnesota 55402.

4 **Q. ARE YOU THE SAME BONNIE J. JOHNSON WHO FILED DIRECT**  
5 **TESTIMONY IN THIS PROCEEDING ON SEPTEMBER 29, 2006?**

6 A. Yes.

7 **Q. PLEASE IDENTIFY THE EXHIBITS TO YOUR TESTIMONY.**

8 A. As part of my testimony, I have included the following exhibits:

9 BJJ-16 Qwest Negotiations Template Input – Qwest/Eschelon Exchange  
10 BJJ-17 Multiple CLEC Negotiations – Qwest/Eschelon Exchange  
11 BJJ-18 Excerpt from CMP Redesign Meeting Minutes (Jan 02)  
12 BJJ-19 Excerpt from CMP Redesign Meeting Minutes (Apr 02)  
13 BJJ-20 Excerpt from CMP Redesign Meeting Minutes (Oct 01)  
14 BJJ-21 Draft Eschelon Section 12 (March 18, 2004), Annotated  
15 BJJ-22 Jeopardy Change Requests Information from Qwest’s Archive  
16 BJJ-23 Loss and Completions Change Requests Information from Qwest’s  
17 Archive  
18 BJJ-24 CMP Documentation, Qwest CR# PC100101-5 (Optional Testing)  
19 BJJ-25 Non-CMP TRRO PCAT Reclassification of Terminations, (APOT),  
20 Qwest/Eschelon Exchanges  
21 BJJ-26 Expedites: Examples of Expedite Requests Approved by Qwest for  
22 Unbundled Loop Orders; Version 30 Announcement and Qwest Response  
23 to CLEC Comments; and 9/21/01 Product Notification  
24 BJJ-27 Qwest/Eschelon exchanges on dB loss  
25 BJJ-28 List of Qwest non-CMP TRRO PCAT URLs  
26 BJJ-29 CMP Redesign Action Item Log for #143 & CMP Gap Analysis for #142  
27 Regarding EDI Implementation Guidelines and Scope of CMP

1	BJJ-30	Summary and excerpts from supporting documentation showing that
2		contract language was discussed in prior CLEC Forum meetings & list of
3		Forums from Qwest wholesale calendar
4	BJJ-31	PSON Change Requests Information from Qwest's Archive
5	BJJ-32	Fatal Rejection Notice Change Requests Information from Qwest's
6		ArchiveBJJ-33Non-CMP TRRO Notices, Qwest/Eschelon Exchange
7	BJJ-34	Matrix of Closed Language and Associated CMP Activity, if Any
8	BJJ-35	Updated Jeopardy Classification and Firm Order Confirmation: Examples
9		of Qwest's Failure to Provide an FOC or a Timely FOC
10	BJJ-36	Jeopardies/FOCs/Delayed Order Compliance: Qwest Recent Refusal to
11		Review and Root Cause Data, Qwest/Eschelon Exchanges
12	BJJ-37	Withdrawn Qwest Product and Process Change Requests
13	BJJ-38	SGAT Withdrawal: Excerpt from Qwest Minnesota Testimony; Qwest
14		Notices; and Screen Shots of Qwest's Website

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16 **Q. DID YOU PREPARE THESE EXHIBITS OR HAVE THEM PREPARED UNDER**  
17 **YOUR DIRECTION?**

18 A. Yes, with respect to Exhibits BJJ-21, BJJ-22, BJJ-23, BJJ-26 (examples), BJJ-30, BJJ-31,  
19 BJJ-32, BJJ-34, BJJ-35, and BJJ-37 (annotation, chronologies and summaries), I have  
20 personal knowledge of these facts. Except for the examples, the remaining documents in  
21 Exhibit BJJ-26 (Version 30 Announcement and Qwest Response to CLEC Comments  
22 and 9/21/01 Product Notification) were prepared by Qwest. These are true and correct  
23 copies. With respect to Exhibits BJJ-16, BJJ-17, BJJ-25, BJJ-27, BJJ-33, and BJJ-36  
24 (Qwest-Eschelon email exchanges), I was personally involved and in many cases copied  
25 on these emails. The facts set forth in these Exhibits to my testimony are true to the best  
26 of my knowledge. Exhibits BJJ-18, BJJ-19, BJJ-20, BJJ-29 and BJJ-38 (except

1 testimony excerpt)<sup>1</sup> were prepared by Qwest and are posted on Qwest's web site. Exhibit  
2 BJJ-24 is also posted on Qwest's web site and contains Qwest's response, prepared by  
3 Qwest. These are true and correct copies. Exhibit BJJ-28 contains a list of links  
4 compiled by Eschelon under my direction to documents available on Qwest's website.

5 **Q. MR. STARKEY REFERS AT MANY POINTS IN HIS REBUTTAL TESTIMONY**  
6 **TO YOUR TESTIMONY AND ITS EXHIBITS. HAVE YOU REVIEWED THAT**  
7 **TESTIMONY, AND IF SO, DID HE TAKE ANY STATEMENT OR EVENT OUT**  
8 **OF CONTEXT?**

9 A. I have reviewed that testimony and, no, Mr. Starkey did not take any statement or event  
10 out of context.

11 **Q. MR. WEBBER REFERS AT MANY POINTS IN HIS REBUTTAL TESTIMONY**  
12 **TO YOUR TESTIMONY AND ITS EXHIBITS. HAVE YOU REVIEWED THAT**  
13 **TESTIMONY, AND IF SO, DID MR. WEBBER TAKE ANY STATEMENT OR**  
14 **EVENT OUT OF CONTEXT?**

15 A. I have reviewed that testimony and, no, Mr. Webber did not take any statement or event  
16 out of context.

17 **Q. MR. DENNEY REFERS IN HIS REBUTTAL TESTIMONY TO YOUR**  
18 **TESTIMONY AND EXHIBITS. HAVE YOU REVIEWED THAT TESTIMONY,**

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<sup>1</sup> The first document in Exhibit BJJ-38 is an excerpt from the Rebuttal Testimony of Qwest witness Karen Stewart in the Minnesota Qwest-Eschelon arbitration (MN PUC Docket No. P-5340, 421/IC-06-768), p. 3. It is a true and correct copy.

1       **AND IF SO, DID MR. DENNEY TAKE ANY STATEMENT OR EVENT OUT OF**  
2       **CONTEXT?**

3       A.     I have reviewed that testimony and, no, Mr. Denney did not take any statement or event  
4       out of context.

5       **Q.     PLEASE DESCRIBE EXHIBITS BJJ-16 AND BJJ-17 RELATING TO**  
6       **ESCHELON'S REQUEST AND QWEST'S RESPONSE REGARDING AN**  
7       **OPPORTUNITY FOR INPUT FROM MULTIPLE CLECS (I).<sup>2</sup>**

8       A.     Exhibit BJJ-16 contains a 2003 email exchange between Qwest and Eschelon in which  
9       Eschelon asked Qwest to allow CLECs to have input into the development of Qwest's  
10       14-state ICA negotiations template and for Qwest to provide status information to CLECs  
11       about Qwest's new template in CMP. Exhibit BJJ-16 shows that Qwest declined  
12       Eschelon's request. Likewise, Exhibit BJJ-17 contains a 2003 letter exchange between  
13       Qwest and Eschelon in which Eschelon asked Qwest to involve other CLECs in the  
14       negotiations and implementation of *TRO* provisions, but Qwest declined to facilitate  
15       communications among multiple CLECs. For a discussion of these exhibits, please refer  
16       to Mr. Starkey's discussion of the ICA and need for contractual certainty (the first topic  
17       of his rebuttal testimony).

18       **Q.     PLEASE DESCRIBE EXHIBITS BJJ-18, BJJ-19 AND BJJ-20 RELATING TO**  
19       **CMP REDESIGN MEETING MINUTES (I).**

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<sup>2</sup> The number in parentheses indicates the Subject Matter Number on the Issues by Subject Matter List, *See* Exhibit MS-5 to the Rebuttal Testimony of Michael Starkey.

1 A. Exhibits BJJ-18, BJJ-19 and BJJ-20 contain excerpts from the Meeting Minutes of three  
2 CMP Redesign meetings held on January 22-24, 2002; April 2-4, 2002; and October 2-3,  
3 2001, respectively. These Qwest minutes are posted on Qwest's web site. Exhibit BJJ-  
4 18 is an excerpt from the CMP Redesign "Gap Analysis Matrix" with respect to Gap  
5 Analysis #150. In this posted CMP Redesign document, Eschelon said, for example, that  
6 "Qwest needs to establish and document a process to account for individual  
7 interconnection agreements ("ICAs") when implementing changes and using the Change  
8 Management Process ("CMP")."

9 Exhibit BJJ-19 is an excerpt from the April 2002 CMP Redesign meetings. It states that  
10 the ICA information (Attachment 12) could be inserted into the Scope section of the  
11 CMP Document, and that Gap Analysis #150 and action item #227 were closed.<sup>3</sup>

12 Exhibit BJJ-20 is an excerpt from the October 2001 CMP Redesign meeting minutes and  
13 lists (a) CMP Redesign Action Item #72 (stating that a CLEC is to use the escalation and  
14 dispute process if a CLEC does not agree with Qwest's response or rejection of a CLEC-  
15 initiated CR); (b) Action Item # 83 (stating that an issue does not have to go through the  
16 CMP escalation process before it goes to dispute resolution); and (c) Action Item #86  
17 (stating that Qwest "will probably never use" the CMP dispute resolution process). For a  
18 discussion of Exhibits BJJ-18, BJJ-19 and BJJ-20, please refer to Mr. Starkey's

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<sup>3</sup> See Exhibit BJJ-19 page 15 (5<sup>th</sup> full paragraph); pages 167-168, Action Item #227 – indicating that the issue was closed); and Attachment 12, which shows the CMP Scope language that was agreed to by the CMP Redesign Team.

1 discussion of the ICA and the need for contractual certainty (the first topic of his rebuttal  
2 testimony).

3 **Q. PLEASE DESCRIBE EXHIBIT BJJ-21 RELATING TO ESCHELON'S DRAFT**  
4 **OF SECTION 12 OF THE ICA AND EXHIBIT BJJ-30 REGARDING CLEC**  
5 **FORUMS.**

6 A. Exhibit BJJ-21 contains an annotated version of Eschelon's March 18, 2004 draft  
7 proposal for Section 12. The first page is a key to the annotations that Eschelon added to  
8 the March 18, 2004 proposal when preparing exhibit BJJ-21; the key describes the  
9 various types of text that are used to show the source of the language. For example, if the  
10 source is the Qwest template, the language is in black text, and if the source is Qwest's  
11 wholesale web site, the language is in bold text. The black text indicates, for example,  
12 that Qwest template language was used in Eschelon's negotiation proposal. For language  
13 derived from Qwest's wholesale web site, footnotes have also been added to the draft to  
14 indicate the location on the web site of the associated language. The document, without  
15 the described annotations, is the Section 12 proposal that Eschelon sent to Qwest on  
16 March 18, 2004. The second page is the cover email that was sent with the draft on  
17 March 18, 2004.

18 Qwest witness Ms. Albersheim, in Qwest's "Introduction to Section 12 Issues," testifies  
19 that "Qwest's standard negotiations template" was not used for the negotiation of Section

1 12 of the interconnection agreement.<sup>4</sup> She attaches a document as Qwest Exhibit RA-4  
2 that she describes as “Eschelon’s rewrite” of Qwest’s template language (the template is  
3 attached to Ms. Albersheim’s testimony as Exhibit RA-3.<sup>5</sup>) Qwest Exhibit RA-4 is dated  
4 March 18, 2004. I have compared Qwest Exhibit RA-4 to Eschelon’s March 18, 2004  
5 Section 12 proposal, and they are not the same. Qwest Exhibit RA-4 contains color  
6 shading that is not in Eschelon’s March 18, 2004 Section 12 proposal. Eschelon’s  
7 proposal had some yellow and green shading in it, as shown in Exhibit BJJ-21. Qwest’s  
8 Exhibit RA-4 contains shading (in colors such as red, blue, and purple/fuchsia) that was  
9 not part of the draft of Section 12 that Eschelon sent to Qwest on March 18, 2004. As  
10 reflected in the different font styles in Exhibit BJJ-21, various sources were used in the  
11 negotiations. With respect to Qwest’s template proposals, Qwest previously held  
12 collaborative sessions and CMP CLEC Forums during which some contract language  
13 changes were discussed with CLECs.<sup>6</sup> Exhibit BJJ-30 contains excerpts from meeting  
14 minutes documenting that contract language was discussed in these sessions. These  
15 minutes were prepared by Qwest and are posted on Qwest’s own web site (*see* URLs  
16 provided in Exhibit BJJ-30). Qwest has not held any CLEC Forum since June of 2003.<sup>7</sup>

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<sup>4</sup> Albersheim Direct, p. 39, lines 18-21.

<sup>5</sup> Albersheim Direct, p. 39, lines 21-24.

<sup>6</sup> See, e.g., Exhibit BJJ-30 (excerpts from CLEC Forum meeting minutes showing discussion of contract language changes).

<sup>7</sup> See June 16, 2003 Forum (<http://www.qwest.com/wholesale/calendar/eventDetails/1,1456,86,00.html>); see also Dec. 2003 CMP meeting minutes in which Eschelon asked when the next CLEC Forum would be (<http://www.qwest.com/wholesale/downloads/2004/040116/CMPDistPkg01-21-04.pdf>); Jan. 2003 CMP meeting minutes in which Qwest closed this action item without scheduling another CLEC Forum (<http://www.qwest.com/wholesale/downloads/2004/040119/JanuaryCMPSysDistributionPackage.pdf>). As



1 Exhibit BJJ-30 also contains a page from Qwest's website that lists the forums offered by  
2 Qwest and shows the last "CLEC Forum" as having been held in June of 2003.

3 Although the Qwest template was not the single base document for Qwest-Eschelon  
4 negotiations, language from the Qwest template (including some template language that  
5 is the same as SGAT), was used in negotiations proposals (and some appears now in  
6 closed ICA language). Although Eschelon had proposed using the existing Qwest-  
7 Eschelon ICA as a starting point,<sup>8</sup> Qwest did not agree to that approach. Comparing the  
8 total number of paragraphs in Eschelon's March 18, 2004 draft of Section 12 (419) to the  
9 number of open paragraphs in Section 12 in the proposed ICA (35), more than 90% are  
10 either closed or have been eliminated from the ICA. Mr. Webber discusses Qwest  
11 Exhibit RA-4 and Exhibit BJJ-21 in his rebuttal testimony in the Introduction to Section  
12 12.

13 **Q. PLEASE DESCRIBE EXHIBITS BJJ-22, BJJ-23, BJJ-31 AND BJJ-32 RELATING**  
14 **TO CHANGE REQUESTS ON JEOPARDY, FATAL REJECTION NOTICES,**

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discussed by Mr. Starkey, Qwest held two identical telephone conference calls (whereas the CLEC Forums were in person) in the Summer of 2005 called "Qwest Wholesale Provisioning Forum." However, these sessions were "how to" training sessions designed to "convey information" from Qwest to CLECs. The 47-page Powerpoint tutorial entitled "CLEC Conference Call Series: Focusing on Calls to Qwest" included the following stated purpose (on page 1): "These calls are designed to convey information and insights related to the local service request provisioning process and the calls into the Qwest Call Handling Centers. They are intended for those who perform the work to assist them in their day-to-day work activities. Our hope is to share information that can be beneficial to your company." They were not the back and forth discussions of broader issues that were supposed to be collaborative in the CLEC Forums. Consistent with this, Qwest did not label the Provisioning training session as a "CLEC Forum" on its website. *See* Exhibit BJJ-30 (page 22). The only other more recent forums listed on the Qwest web page are inapplicable "wireless" forums. *See id.*

<sup>8</sup> *See, e.g.,* BJJ-16, p. 1 (Feb. 4, 2003 email) ["Early on, Eschelon had asked Qwest to use Eschelon's existing contract (the early AT&T contract) as a base for negotiations. . ."].

1        **PSONS, AND LOSS AND COMPLETION REPORTS, IN QWEST'S CHANGE**  
2        **REQUEST ARCHIVES (32, 33, 34 & 36).**

3        A. Exhibits BJJ-22, BJJ-23, BJJ-31 and BJJ-32 provide the URLs and change request  
4        numbers, along with title and description of change, for change requests using  
5        information from Qwest's CMP archive web site on these four subjects –Jeopardy  
6        Notices (Issues 12-71 through 12-73; Exhibit BJJ-22), and Loss and Completion Reports  
7        (Issues 12-76 and 12-76(a); Exhibit BJJ-23), PSONs (Issue 12-70; Exhibit BJJ-31), and  
8        Fatal Rejection Notices (Issue 12-74; Exhibit BJJ-32). We electronically searched  
9        Qwest's online Product/Process and Systems Change Archives<sup>9</sup> to attempt to identify  
10       change requests made on these subjects over the years. Ms. Albersheim noted in her  
11       testimony that a number of CLECs submitted change requests on these four topics.<sup>10</sup> She  
12       did not identify them. My review of the change requests related to jeopardies suggests  
13       that none of them contradict or are in conflict with Eschelon's proposals on Subject  
14       Matter No. 33 "Jeopardies" because none of these change requests asked Qwest to stop  
15       providing CLECs with notice before delivering service or to change the process to say  
16       that Qwest may classify a Qwest-caused jeopardy as CLEC-caused jeopardy. If all of  
17       them had been completed, no change in the contract language would have been required.  
18       Similarly, my review of the change requests related to Loss and Completion Reports  
19       shows that none of them contradict or are in conflict with Eschelon's proposals on

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<sup>9</sup> As specified in Albersheim Direct, p. 69 footnote 49, these archives are available at <http://www.qwest.com/wholesale/cmp/changerequest.html>.

<sup>10</sup> Albersheim Direct, p. 66 lines 6-13 (PSONs and Fatal Rejection Notices), p. 69 (Jeopardy) and p. 78 (Loss and Completion Reports).

1 Subject Matter No. 36 “Loss and Completion Reports” because none of them requested  
2 less data on Loss and Completion Reports than the data elements provided today. If all  
3 of them had been completed, no change in the contract language would have been  
4 required. Likewise, my review of the change requests related to PSONs shows that none  
5 of them contradict or are in conflict with Eschelon’s proposals on Subject Matters No. 32  
6 “PSON” because none of them requested less data on PSONs than the data elements  
7 provided today. If all of them had been completed, no change in the contract language  
8 would have been required. Finally, change requests related to Fatal Rejection Notices  
9 also do not contradict or are in conflict with Eschelon’s proposal because no CLEC asked  
10 Qwest, when Qwest rejects a service request in error, to not process the request when  
11 Qwest knows of the error. No CLEC asked Qwest to place the responsibility for the  
12 Qwest error on CLEC. Mr. Webber discusses the change requests in his rebuttal  
13 testimony in connection with Issues 12-71 through 12-73, 12-74, 12-76 and 12-76(a).

14 **Q. PLEASE DESCRIBE EXHIBIT BJJ-24 RELATING TO CMP**  
15 **DOCUMENTATION REGARDING OPTIONAL TESTING CHARGES (I).**

16 A. Exhibit BJJ-24 contains four documents that are posted on the Qwest CMP web site  
17 related to Qwest-initiated Change Request number PC100101-5 entitled “Clarification of  
18 Additional Testing Process.” The first document is the Qwest Change Request “Detail,”  
19 including Status History. The second document is the joint escalation of Eschelon,  
20 Covad Communications, and Allegiance Telecom. The third document is Qwest’s  
21 Response to the joint CLEC CMP escalation. The final document is the joint CLEC reply

1 to Qwest's response. Qwest did not respond. Mr. Starkey references this Exhibit in his  
2 testimony in his discussion of the ICA and the need for contractual certainty (the first  
3 topic of his rebuttal testimony).

4 **Q. PLEASE DESCRIBE EXHIBIT BJJ-25 RELATING TO TWO QWEST NON-**  
5 **CMP PRODUCT NOTICES REGARDING RECLASSIFICATION OF**  
6 **TERMINATIONS, OR APOTS (18).**

7 A. Exhibit BJJ-25 contains two Qwest-Eschelon exchanges regarding Qwest's non-CMP  
8 notices sent on 7/21/06<sup>11</sup> entitled "TRRO – Reclassification of Terminations for  
9 Unbundled Network Element (UNE) Conversions – V1.0," with an effective date of  
10 7/28/2006, and on August 31, 2006 with an effective date of September 7, 2006.<sup>12</sup>

11 The first Qwest-Eschelon exchange is between Eschelon and Qwest ICA negotiations  
12 team, Qwest's CMP manager (Mr. Coyne), and Qwest service management (Ms. Novak  
13 and Mr. Nielsen). The second Qwest-Eschelon exchange (the last page of Exhibit BJJ-  
14 25) is between Eschelon and CMP. Mr. Starkey references this exhibit in his rebuttal  
15 testimony regarding Issues 9-43 and 9-44.

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<sup>11</sup> Document No. PROS.07.21.06.F.04074.TRRO\_Reclass\_Termin\_V1.

<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E07%2E21%2E06%2EF%2E04074%2ETRRO%5FReclass%5FTermin%5FV1%2Edoc>

<sup>12</sup> PROS.08.31.06.F.04152.TRRO\_Reclass\_UNE\_Conv\_V2; "TRRO Reclassification of Terminations; V2.0."  
<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E08%2E31%2E06%2EF%2E04152%2ETRRO%5FReclass%5FUNE%5FConv%5FV2%2Edoc>

1 **Q. PLEASE DESCRIBE EXHIBIT BJJ-26 RELATING TO EXPEDITED ORDERS**  
2 **(31).**

3 A. Exhibit BJJ-26 contains a list of examples of expedite orders that were approved by  
4 Qwest for unbundled loop orders using the *emergency-based* expedite process in several  
5 states including Washington and provided at no additional charge, including during the  
6 time period after Qwest implemented the additional, optional fee-added expedite process  
7 in other states. In addition, Exhibit BJJ-26 contains additional documents related to  
8 expedites. They are Version 30 Announcement and Qwest Response to CLEC  
9 Comments; and 9/21/01 Qwest Product Notification. These documents were prepared by  
10 Qwest.

11 With respect to the first document in Exhibit BJJ-26 (the examples), none of these  
12 examples are expedites under the fee-added expedite process. These examples show that  
13 Qwest continued to approve expedites for unbundled loop orders using the emergency-  
14 based expedite process under the existing interconnection agreement without amendment  
15 after the date on which it implemented the fee-added Pre-approved Expedites process in  
16 other states. Exhibit BJJ-26 is referred to by Mr. Webber in his discussion of Issue 12-  
17 67.

18 **Q. PLEASE DESCRIBE EXHIBIT BJJ-27 RELATED TO THE DB LOSS EXAMPLE**  
19 **UNDER ISSUES 9-33 AND 9-34 (NETWORK MAINTENANCE AND**  
20 **MODERNIZATION) (16).**

1 A. Exhibit BJJ-27 contains an email exchange between Eschelon and Qwest regarding a dB  
2 loss issue. Though the particular problems Eschelon brought to Qwest's attention at that  
3 time concerned DS1s not working at the time of install, in the course of investigating the  
4 cause of this problem, Qwest revealed its maintenance and modernization plan to  
5 proactively reset dB settings at -7.5 during repairs. This maintenance and modernization  
6 plan was revealed in a October 12, 2004 letter from a Qwest Senior Attorney to Eschelon  
7 about the dB loss issue, which is also part of this exhibit. Mr. Webber discusses this  
8 exhibit in his testimony under Issues 9-33 and 9-34 (network maintenance and  
9 modernization).

10 **Q. PLEASE DESCRIBE EXHIBIT BJJ-28 CONCERNING NON-CMP TRRO**  
11 **PCATS.**

12 A. Exhibit BJJ-28 is a list of the URLs for Qwest's non-CMP TRRO PCATs. For each  
13 Qwest non-CMP TRRO PCAT, the first URL refers to the PCAT. The other URL is the  
14 link to the history log for the PCAT (which shows the number of versions/changes to the  
15 PCAT made by non-CMP notifications). There are 12 Qwest non-CMP TRRO PCATs,  
16 and 93 versions of the PCATs (counting the number of versions issued per PCAT) made  
17 by non-CMP notifications. Mr. Starkey references this exhibit in his discussion of the  
18 ICA and the need for contractual certainty (the first topic in his rebuttal testimony) and in  
19 his discussion of Issues 9-43 and 9-44 (Conversions).

20 **Q. PLEASE DESCRIBE EXHIBIT BJJ-29 RELATED TO IMA**

1       **IMPLEMENTATIONS (43).**

2       A.     This exhibit contains an excerpt relating to Action Item No. 143 from Attachment 5  
3             (Action Items Log) to the Final Minutes from March 3 – March 7, 2002 CLEC-Qwest  
4             CMP Re-Design Working Session. It also includes an excerpt from the CMP Redesign  
5             Gap Analysis for Gap Analysis No. 142. These documents show that Action Item #143  
6             was completed with the inclusion of the EDI Implementation Guidelines in the scope of  
7             CMP. Action Item No. 143 lists the following two questions: “Is the EDI  
8             Implementation Guideline under the scope of CMP?” and “Does Scope include  
9             documentation?”<sup>13</sup> The “Resolution/Remarks” column for Action Item No. 143 contains  
10            the following: “The EDI Implementation Guideline will follow the CMP guidelines and  
11            timeframes. See Master Redline Section 1.0 COMPLETED: See Scope language.”<sup>14</sup> Mr.  
12            Webber refers to this exhibit in his discussion of Issue 12-87 “Controlled Production.”

13       **Q.     PLEASE DESCRIBE EXHIBIT BJJ-33 RELATING TO A QWEST NON-CMP**  
14       **PRODUCT NOTICE (26).**

15       A.     Exhibit BJJ-33 contains three examples of Qwest responses to Eschelon objections to  
16             non-CMP “TRRO” notices. The first example relates to a recent EEL loop-multiplexing  
17             combination DS1 capable loop non-CMP “TRRO” notice, and Qwest’s CMP response  
18             indicating that the issue would not be handled in CMP at this time. The second example  
19             relates to a non-CMP “TRRO” notice about a Qwest organizational change, and Qwest

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<sup>13</sup> Exhibit BJJ-29, pp. 2-3 (Action Item #143).

<sup>14</sup> Exhibit BJJ-29, pp. 2-3 (Action Item #143).

1 service management response indicating that the issue would not be handled in CMP at  
2 this time. The third example relates to Qwest's first password protected non-CMP  
3 "TRRO" PCATs (including for Commingled EELs), and Qwest CMP response that  
4 because this was a "non CMP notice," Eschelon should contact Qwest service  
5 management with any questions. Mr. Denney discusses this type of notice in his rebuttal  
6 testimony regarding Issues 9-58 and 9-59 "Commingled EELs/Arrangements."

7 **Q. PLEASE DESCRIBE EXHIBIT BJJ-34 RELATING TO CLOSED LANGUAGE**  
8 **AND CMP ACTIVITY, IF ANY.**

9 A. Exhibit BJJ-34 contains a matrix of ICA language that has closed since the Qwest-  
10 Eschelon arbitrations began (with the filing of the Minnesota arbitration in May of 2006)  
11 for issues for which Qwest has argued at some point that the language is inappropriate for  
12 inclusion in an ICA and should be dealt with in CMP. The matrix contains the following  
13 columns: (1) Issue Number & Closed Language, (2) Qwest Argument; (3) PCAT  
14 language, if any? (4) Is the closed language substantively different from PCAT? and (5)  
15 Was there CMP activity near in time or after the closure? Mr. Starkey discusses Exhibit  
16 BJJ-34 in his discussion of the ICA and need for contractual certainty (the first topic of  
17 his rebuttal testimony).

18 **Q. PLEASE DESCRIBE EXHIBIT BJJ-35 RELATING TO JEOPARDIES AND**  
19 **FIRM ORDER CONFIRMATIONS (33).**



1 A. Exhibit BJJ-35 to my testimony is a spreadsheet containing examples of Qwest's failure  
2 to provide a Firm Order Confirmation ("FOC") or a timely (the day before) FOC of  
3 Eschelon's orders previously declared as being in jeopardy due to Qwest. Exhibit BJJ-35  
4 contains the examples from Exhibit BJJ-6 to my Washington direct testimony, along with  
5 columns responsive to Qwest's review provided in the Minnesota arbitration of these  
6 Eschelon jeopardy examples. Qwest took Eschelon's examples and added columns of its  
7 own called "Qwest's Review." My Washington Exhibit BJJ-35 was compiled by using  
8 Eschelon's original data on 22 of the 23 orders in Exhibit BJJ-6 (first four columns  
9 labeled "Eschelon Data"),<sup>15</sup> Qwest's Review (next two columns labeled "Qwest  
10 Review"), to which I added a column containing Eschelon's analysis of the comments in  
11 Qwest's Review (the final column labeled "Eschelon Review"). I personally conducted  
12 the Eschelon review.

13 Based on my analysis, I have confirmed that Qwest inaccurately classified all of the  
14 examples in Exhibit BJJ-35 as Customer Not Ready ("CNR") when Qwest should not  
15 have done so and that the CNR status generally was not placed on the order at request of  
16 Eschelon's technicians. (Qwest made these two claims about Eschelon's jeopardy  
17 examples in Qwest's Minnesota testimony based on its "Review" of Eschelon's  
18 examples.<sup>16</sup>) First, Qwest has stated that only 3 orders demonstrate a situation in which

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<sup>15</sup> Eschelon gathered these examples as these events were occurring and, at that time, Eschelon confirmed in Qwest's own systems whether and when an FOC was sent.

<sup>16</sup> MPUC Docket No. P-5340, 421/IC-06-768, Albersheim Rebuttal, p. 54 lines 20-21 & p. 54 lines 23-24.

1 Qwest incorrectly used Customer Not Ready (“CNR”) status.<sup>17</sup> This is incorrect. Qwest  
2 either provided no FOC at all or no timely FOC (*i.e.*, no FOC the day before attempted  
3 delivery). By not providing an FOC or not providing one at least the day before, Qwest  
4 does not allow Eschelon an opportunity to be prepared to accept the circuit, including  
5 arranging any needed access to the premises with the Customer. Qwest agrees that  
6 Eschelon needs advance notice and an FOC is the agreed upon process to provide that  
7 notice.<sup>18</sup> The types of situations that Qwest in its review categorized as being CNR  
8 included situations in which Qwest sent no FOC at all after the facility jeopardy;<sup>19</sup> an  
9 untimely FOC (not the day prior),<sup>20</sup> including FOCs on a very short notice (nine minutes  
10 in one example) so that Eschelon also could not reasonably be prepared;<sup>21</sup> attempted

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<sup>17</sup> MPUC Docket No. P-5340, 421/IC-06-768, Albersheim Rebuttal, p. 54 lines 20-21.

<sup>18</sup> Minnesota Transcript, Vol. 1, p. 38, lines 17-19 (Ms. Albersheim); *see also id.* p. 37, line 20 – p. 38, line 6. If Qwest ignores the agreed upon approach to use an FOC and attempts to provide notice in some manner out of compliance, additional problems will likely result. For example, at Eschelon the FOCs are received by the service delivery organization and not the technicians (just as at Qwest its service centers issue the FOCs, not the network organization in which the Qwest technicians work). If Qwest does not send an FOC or a timely FOC, Eschelon’s service delivery organization has no basis on which to notify the responsible personnel to prepare for delivery of the circuit. If wiring is needed at the collocation, service delivery arranges for wiring in advance of acceptance after receiving the FOC. This may involve scheduling personnel in advance to travel to a collocation at another location when, if there is insufficient notice, there could either be no available personnel or no time to get to that location before delivery. If the wiring has been done, Eschelon may later accept delivery without sending a technician to the collocation at the time of acceptance. If Qwest does not send an FOC or a timely FOC, service delivery does not have an opportunity to make the necessary arrangements for wiring when needed. Even if Qwest ignores the agreed upon approach to send an FOC and talks directly to the Eschelon technician on the day of delivery of the circuit, notice is inadequate because the wiring will not have been done so Eschelon cannot accept delivery. Qwest should not classify this as a CNR.

<sup>19</sup> OR482897T1FAC, OR477412T1FAC, AZ485850T1FAC, WA494646T1FAC (also, not working circuit), AZ510194T1FAC (also, not working circuit), AZ591886T1FAC, WA609209T1FAC, AZ610687T1FAC, AZ602905T1FAC, AZ624356T1FAC, MN660526T1FAC, MN659573T1FAC, OR668544T1FAC, WA696462T1FAC, AZ719081T1FAC.

<sup>20</sup> UT474484T1FAC (Qwest provided no time or no valid time for circuit delivery in Qwest’s Review); CO528230T1FAC; CO702280 T1FAC, AZ716331 T1FAC

<sup>21</sup> WA535799T1FAC (a little over an hour); AZ610571T1FAC (nine minutes).

1 delivery of the circuit after business hours;<sup>22</sup> and delivery of a non-working circuit with a  
2 trouble that was later confirmed to be in Qwest's network.<sup>23</sup> The examples in Exhibit  
3 BJJ-35 are all valid examples of jeopardies that should not be classified as CNR.

4 Second, Ms. Albersheim stated in Minnesota that "in many instances the CNR status was  
5 placed on the order at request of Eschelon's technicians."<sup>24</sup> This is also incorrect: The  
6 technical notes that Qwest provides in its Review include only three instances out of  
7 these twenty-two in which Qwest's notes indicate that Eschelon's technicians requested  
8 the CNR status.<sup>25</sup> And, in all three of these examples (like the other 19), Qwest either  
9 provided no FOC or an untimely FOC,<sup>26</sup> so Eschelon had insufficient time to prepare. In  
10 these instances, Qwest designates the jeopardy as CNR and Eschelon's technician may  
11 have little choice but to indicate Eschelon will supplement the order, because Qwest  
12 failed to provide timely notification of the attempted delivery of service, so that Eschelon  
13 does not have time to prepare. Because Qwest requires at least three days for the

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<sup>22</sup> CO689077T1FAC; AZ719081T1FAC

<sup>23</sup> WA494646 T1FAC; AZ510194 T1FAC (also, no FOC)

<sup>24</sup> MPUC Docket No. P-5340, 421/IC-06-768, Albersheim Rebuttal, p. 54 lines 23-24.

<sup>25</sup> OR482897T1FAC ("Eschelon indicated that he needed to dispatch a technician to the cage and [ER] said he would supp the order"); WA535799 T1FAC ("advised to C01 jeop.C01 jeop"); MN659573 T1FAC ("said to jeop back to Eschelon they are not ready"). For two of these (MN and OR), Qwest provided no FOC at all after the Qwest facility jeopardy. For the WA example, Qwest provided no FOC the day before and gave Eschelon only a little more than an hour's notice.

<sup>26</sup> See *id.*

1 supplement for designed services,<sup>27</sup> Eschelon loses its due date. This is not a voluntary  
2 acceptance of a CNR jeopardy on Eschelon's part.

3 Exhibit BJJ-35 is referenced in Mr. Webber's discussion of jeopardy (Issues 12-71  
4 through 12-73). Mr. Webber accurately discusses in detail other flaws in Qwest's  
5 Review of Eschelon's examples.

6 **Q. PLEASE DESCRIBE EXHIBIT BJJ-36 RELATING TO**  
7 **JEOPARDIES/FOCs/DELAYED ORDER COMPLIANCE AND QWEST'S**  
8 **RECENT REFUSAL TO REVIEW AND PERFORM ROOT CAUSE ANALYSIS**  
9 **ON ESCHELON DATA (29, 33).**

10 A. Exhibit BJJ-36 contains November 2006 E-mail exchanges between Qwest and Eschelon  
11 in which Eschelon asked Qwest to review and respond to data regarding Qwest's  
12 compliance with Qwest's delayed order process (including aspects of that process  
13 relating to jeopardies and FOCs) and Qwest's response that it will no longer do so.  
14 Exhibit BJJ-36 also contains a Qwest-Eschelon E-mail exchange and excerpts from an  
15 issues log – also provided weekly to Qwest – that relate to the data provided by Eschelon  
16 and Qwest's review of that data.

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<sup>27</sup> Qwest requires the three days on the supplemental order for designed services. Qwest may nonetheless attempt to deliver the circuit earlier. Even if Qwest does deliver it earlier than the *supplemental* date and Eschelon is able to accept it, Eschelon still loses the earlier intended due date (with delivery in this scenario being one or two days late). It will appear that Qwest has delivered the circuit on time or even early, when in fact delivery was late.

1 Eschelon provides detail relating to DS1 capable loop jeopardies under my direction to  
2 Qwest's service management team on an approximately weekly basis as part of  
3 Eschelon's tracking and obtaining root cause of this important issue.<sup>28</sup> Eschelon has  
4 provided these examples to Qwest routinely since August of 2004 (and on an ad hoc basis  
5 before August of 2004). On August 16, 2004, Eschelon provided to Qwest the initial  
6 delayed order process data and asked Qwest to "perform root cause" and inform Eschelon  
7 "what steps Qwest will take to ensure Qwest is adhering to the delayed order process."<sup>29</sup>  
8 Since then, Eschelon has continued to request this analysis and provided data for Qwest  
9 to review in doing so. Qwest reviews the examples and then they are discussed on  
10 weekly issues calls with Qwest's service management or monthly service delivery  
11 Qwest-Eschelon calls/meetings. Exhibit BJJ-36 contains entries from the issues log  
12 regarding such discussions. These entries and the Qwest August 25, 2004 E-mail in  
13 Exhibit BJJ-36 show that Qwest reviewed the Eschelon data and took actions (such as  
14 training of Qwest's employees to correct non-compliance) as a result.

15 When Eschelon sent its regular weekly data to Qwest, Qwest responded on November 7,  
16 2006 that "Qwest has determined that due to resources Qwest will not be reviewing this  
17 report any longer. Qwest through self reporting internally will manage the process and  
18 compliance of the delayed order process." Qwest's response is part of Exhibit BJJ-36.

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<sup>28</sup> The examples in Exhibit BJJ-35 were provided to Qwest as they occurred as part of that weekly tracking process.

<sup>29</sup> Exhibit BJJ-5, p. 5.

1 Eschelon has continued to send the data with a request for Qwest to review it, but Qwest  
2 continues to decline to review and root cause the data.

3 **Q. PLEASE DESCRIBE EXHIBIT BJJ-37 RELATING TO WITHDRAWN QWEST**  
4 **PRODUCT AND PROCESS CHANGE REQUESTS.**

5 A. Exhibit BJJ-37 contains a description of the product and process change requests  
6 withdrawn by Qwest since at least 2001 (*i.e.*, all those posted in Qwest's CMP product  
7 and process archive on its web site). Mr. Starkey discusses Exhibit BJJ-37 in his  
8 discussion of the ICA and need for contractual certainty (the first topic of his rebuttal  
9 testimony).

10 **Q. PLEASE DESCRIBE EXHIBIT BJJ-38 RELATING TO QWEST'S**  
11 **WITHDRAWAL OF ITS SGATs.**

12 A. Exhibit BJJ-38 consists of (1) an excerpt from Qwest's Minnesota testimony (Ms. Karen  
13 Stewart) stating that Qwest stopped updating SGATs in 2003 and therefore considers  
14 SGATs as outdated documents; (2) notices distributed by Qwest to withdraw its SGATs,  
15 indicate SGATs are no longer available for opt in, and replace them with Qwest's  
16 Negotiations Template Agreement; and (3) screen shots taken from Qwest's website  
17 showing that Qwest has replaced SGATs on its website with its Negotiation Template  
18 Agreements, and provides SGATs (in PDF) for reference purposes only. Mr. Starkey  
19 references this Exhibit in his discussion of the ICA and the need for contractual certainty  
20 (the first topic in his rebuttal testimony).

1 | **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

2 | A. Yes, at this time.