

**Exhibit No. \_\_\_ T (RTW-1T)  
Docket UT-111254  
Witness: Robert T. Williamson**

**BEFORE THE WASHINGTON 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 UT-111254**

**TESTIMONY**

**OF**

**ROBERT T. WILLIAMSON**

**STAFF OF  
WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION**

**November 30, 2011**

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Exhibit No. \_\_\_\_ (RTW-2)    Qualifications

Exhibit No. \_\_\_\_ (RTW-3C)    MEDIACC Disaster Recovery Plan

1 I. INTRODUCTION

2

3 Q. Please state your name and business address.

4 A. My name is Robert Williamson, and my business address is 1300 South Evergreen  
5 Park Drive Southwest, P.O. Box 47250, Olympia, Washington, 98504-7250. My  
6 business e-mail address is bwilliam@utc.wa.gov.

7

8 Q. By whom are you employed and in what capacity?

9 A. I am employed by the Washington Utilities and Transportation Commission  
10 (Commission) as a Utility Engineer in the Telecommunications Section of the  
11 Regulatory Services Division.

12

13 Q. Please state your qualifications to provide testimony in this proceeding.

14 A. I have provided a description of my qualifications as Exhibit No. \_\_\_ (RTW-2).

15

16 Q. Have you presented testimony before this Commission in other cases?

17 A. Yes. I testified in Docket UT-011439 concerning a petition for a line extension  
18 waiver, Docket UT-030614 concerning a petition by Qwest for competitive  
19 classification of business services, Docket UT-031472 concerning a case referred to  
20 the Commission from the U.S. District court regarding an IP-in-the-middle  
21 telecommunications company bypassing access charges, Docket UT-063038  
22 concerning Inter-Carrier Compensation for ISP bound traffic, Docket UT-090842  
23 regarding the transfer of control of Verizon Northwest to Frontier Communications,

1 and in Docket UT-100820 regarding the transfer of control of Qwest  
2 Communications International Inc. (QCII) to CenturyLink, Inc. (CenturyLink).

3  
4 **Q. Did you testify in Docket UT-100820 and participate in the negotiation of any**  
5 **settlement agreement?**

6 A. Yes. My testimony dealt primarily with Operational Support Systems (OSS) issues.  
7 I also participated in the negotiations with the pre-merger Qwest Corporation (legacy  
8 Qwest) and CenturyLink (together “Joint Applicants” or “merging companies”), the  
9 Public Counsel Section of the Washington State Office of Attorney General (Public  
10 Counsel), and Commission Staff (Staff) that resulted in an agreement between these  
11 parties.

12  
13 **Q. What is the purpose of your testimony?**

14 A. The purpose of my testimony is to address Staff’s position regarding the merging  
15 companies’ obligations with respect to OSS under settlement agreements and Order  
16 14 in Docket UT-100820, and the proposed changes to the wholesale OSS of Qwest  
17 Corporation d/b/a CenturyLink (Qwest/CenturyLink or Qwest). I discuss the risk of  
18 possible hardware and software problems of the existing **Mediated Access**  
19 **(MEDIACC)** and **Customer Electronic Maintenance and Repair (CEMR)** OSS. I  
20 further provide recommendations regarding the implementation of **Maintenance**  
21 **Ticketing Gateway (MTG)**, a new OSS designed to replace MEDIACC, as well as  
22 steps to ensure the stability of CEMR and MEDIACC.

1 **Q. How did you reach the opinions and conclusions in your testimony?**

2 A. I reached the following conclusions based on my personal engineering knowledge  
3 and analysis of the responses to data requests propounded by Staff and other parties.  
4 I also reviewed the direct testimony of Qwest/CenturyLink witnesses Renée  
5 Albersheim and Michael Hunsucker; Integra witnesses Douglas Denney and Bonney  
6 Johnson; tw telecom witness Lyndall Nipps; and PaeTec witnesses Christopher  
7 Hansen and Justina Blanchard. In addition, I requested and subsequently attended a  
8 technical conference on September 15, 2011, detailing the systems involved. I have  
9 also discussed this complaint with utility commissions of other states in the region.

10

11 **II. THE REQUIREMENTS OF ORER 14 IN THE MERGER**  
12 **PROCEEDING PERTAINING TO WHOLESALE OSS**  
13  
14

15 **Q. Please explain the significance of Order 14 in Docket UT-100820.**

16 A. CenturyLink announced its plans to acquire Qwest on April 22, 2010.<sup>1</sup> The  
17 Commission received an application requesting approval of an indirect transfer of  
18 control of QCII subsidiaries to CenturyLink (docketed as UT-100820, the  
19 Washington “merger proceeding” or “merger docket”) on May 13, 2010. Order 14,  
20 issued March 14, 2011, concluded the merger proceeding.<sup>2</sup> In Order 14, the  
21 Commission approved the merger and adopted various settlement agreements subject  
22 to conditions. Two of the settlement agreements that the Commission adopted

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<sup>1</sup> <http://www.centurylinkqwestmerger.com/downloads/pressreleases/CenturyLink%20Qwest%20Merger%20Press%20Release%204-22-2010.pdf>.

<sup>2</sup> *In Re Joint Application of Qwest Communications International Inc. and CenturyTel, Inc. for Approval of Indirect Transfer of Control of Qwest Corporation, Qwest Communications Company LLC, and Qwest LD Corp.*, Docket UT-100820, Order 14, Final Order Approving and Adopting, Subject to Conditions, Multiparty Settlement Agreements and Authorizing Transaction (March 14, 2011).

1 contain the OSS conditions that are at the heart of the dispute in this case. Order 14  
2 also included additional OSS conditions, which are relevant to the dispute.  
3 Importantly, the Commission extended the OSS commitment timeframe from 24 to  
4 30 months.<sup>3</sup>

5 The Commission placed great weight on wholesale OSS in its decision  
6 modifying the settlement agreements by specifically stipulating that “after  
7 acceptance testing and controlled production . . . have been completed, and before  
8 any replacement OSS is put into actual production, we require the combined  
9 company to file a detailed report with the Commission describing, at a minimum, all  
10 aspects of the acceptance testing process; identification of all CLEC<sup>4</sup> participants in  
11 the testing and the voting process set forth in the settlement condition; the  
12 identification and discussion of all disputes that arose between the combined  
13 company and CLECs regarding any issue pertaining to the replacement OSS; and a  
14 comprehensive synopsis of the outcome.” The Commission went on to state that the  
15 “report shall be filed with the Commission within 60 days prior to the planned OSS  
16 replacement” and ordered that the “Commission will open a new proceeding and will  
17 provide notice to all interested parties . . . and establish a process to provide feedback  
18 on the filing.”<sup>5</sup> Based on the information obtained during the new proceeding, the  
19 Commission may order third-party testing of that replacement OSS before it can be  
20 put into full production.

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<sup>3</sup> Order 14, p. 66, at ¶ 116.

<sup>4</sup> Competitive local exchange carriers (CLECs).

<sup>5</sup> Order 14, pp. 67-68, at ¶ 120.

1 **Q. What does the threat of third-party testing accomplish?**

2 A. Given the cost for third-party testing, this provision provides a strong additional  
3 incentive to Qwest/CenturyLink to ensure that any wholesale OSS replacement has  
4 been thoroughly tested and vetted by all of the CLECs. In the end, it provides a  
5 safeguard for the CLECs in that Qwest/CenturyLink cannot force a poor, or unfairly  
6 tested, wholesale OSS replacement on the CLECs.

7

8 **Q. Which settlement conditions are at issue?**

9 A. The disputed conditions concern commitments the merging companies made  
10 pertaining to their wholesale OSS. These commitments are contained in Condition  
11 12 of the settlement agreement the merging companies entered into on November 6,  
12 2011, with Integra Telecom, Inc. (Integra Agreement), and in Condition 23 of a  
13 settlement the companies entered into with Staff and Public Counsel (Staff/PC  
14 Agreement) on December 23, 2011 (together “the OSS Settlement Conditions”).  
15 The language in the two conditions is nearly identical; however, the Commission  
16 adopted the formulation in the Staff/PC Agreement. Condition 23 of the Staff/PC  
17 Agreement is set forth below:

18 **23. OSS – Wholesale**

19

20 In legacy Qwest ILEC service territory, after the Transaction closes,  
21 CenturyLink will use and offer to wholesale customers the legacy  
22 Qwest Operational Support Systems (OSS) for at least two years, or  
23 until July 1, 2013, whichever is later, and thereafter provide a level of  
24 wholesale service quality that is not less than that provided by Qwest  
25 prior to the Transaction’s closing, with functionally equivalent  
26 support, data, functionality, performance, electronic flow through, and  
27 electronic bonding. After the period noted above, CenturyLink will  
28 not replace or integrate Qwest systems without first establishing a  
29 detailed transition plan and complying with the following procedures:



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- a. Detailed Plan. CenturyLink will provide notice to the Wireline Competition Bureau of the FCC, the Commission, and the Parties to this agreement at least 270 days before replacing or integrating Qwest OSS system(s). Upon request, CenturyLink will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. CenturyLink's plan will also identify planned contingency actions in the event that CenturyLink encounters any significant problems with the planned transition. The plan submitted by CenturyLink will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLECs will have the opportunity to comment on CenturyLink's plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process.
  - b. CMP. CenturyLink will follow the procedures in the Qwest Change Management Process ("CMP") Document.
  - c. Replacement or Retirement of a Qwest OSS Interface.
    - i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Transaction's closing. Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLECs) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of Transaction-related OSS integration and migration activity. If a dispute arises as to whether such Transaction-related OSS integration and migration activity is complete, the Commission will determine the completion date.
    - ii. CenturyLink will allow coordinated testing with CLECs, including a stable testing environment that mirrors production, jointly established test cases, and, when

1 applicable, controlled production testing, unless otherwise  
2 agreed to by the Parties. Testing described in this paragraph  
3 associated with merger-related system replacement or  
4 integration will be allowed for the time periods in the CMP  
5 Document, or for 120 days, whichever is longer, unless  
6 otherwise mutually agreed to by the Parties.  
7

8 iii. CenturyLink will provide the wholesale carriers training and  
9 education on any wholesale OSS implemented by  
10 CenturyLink without charge to the wholesale carrier.  
11

12 d. Billing Systems. CenturyLink will not begin integration of Billing  
13 systems before the end of the minimum two year or July 1, 2013  
14 period, whichever is longer, noted above, or without following the  
15 above procedures, unless the integration will not impact data,  
16 connectivity and system functions that support or affect CLECs  
17 and their customers.  
18

19 i. Any changes by CenturyLink to the legacy Qwest non-retail  
20 OSS will meet all applicable ICA provisions related to  
21 billing and, to the extent not included in an ICA, will be  
22 Ordering and Billing Forum (OBF) compliant.  
23  
24

### 25 III. GENERAL DESCRIPTION OF OSS

26

27 **Q. What are OSS?**

28 **A.** Operational support systems are generally the computer hardware and software that  
29 perform management, ordering, inventory, engineering, planning, repair, and billing  
30 functions for telecommunications service providers. Originally, most OSS were  
31 manual systems that were replaced with main-frame based, stand-alone systems  
32 designed to support telephone company staff. These systems were designed to make  
33 manual processes, through which a telephone network was operated, more efficient.  
34 Today's service providers are required to manage a much more complex suite of

1 services and network technologies, and in most cases the providers use information  
2 technology like routers and servers to host the systems.

3

4 **Q. How are OSS categorized?**

5 A. There are basically two broad categories of OSS:

- 6 1. Retail OSS is used by the incumbent local exchange carrier (ILEC) itself in  
7 its day-to-day interaction with its business and residential customers.  
8
- 9 2. Wholesale OSS was designed to meet the ILEC's obligation under the  
10 Telecommunications Act of 1996<sup>6</sup> (Telecommunications Act) to provide  
11 systems for the CLECs. Regional Bell Operating Companies (RBOCs) like  
12 Qwest are required to have more stringent wholesale requirements, under  
13 Section 271 of the Telecommunications Act, than the smaller rural local  
14 exchange carriers.  
15  
16

17 **Q. Does this proceeding raise any concerns for you related to retail OSS?**

18 A. No. None of the issues relate to retail OSS.

19

20 **Q. How are CLECs that interconnect with and obtain network elements from an  
21 ILEC like Qwest/CenturyLink connected with the ILEC's OSS?**

22 A. A significant amount of the effort involved in implementing the Telecommunications  
23 Act dealt with OSS interconnection. ILECs must allow competitors limited access to  
24 their customer databases and various OSS functions such as pre-ordering, ordering,  
25 and provisioning. Qwest has a substantial wholesale business, using systems and  
26 processes that were developed, tested, and refined as part of obtaining approval to  
27 offer long-distance services as required under Section 271 of the  
28 Telecommunications Act. Most of the larger ILECs, like Qwest, have built

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<sup>6</sup> Pub. L. No. 104-104, 110 Stat. 66 (1996).

1 sophisticated interfaces allowing CLECs the ability to access Qwest's OSS in a  
2 manner similar to the way that Qwest's own personnel access the company's OSS.  
3 Qwest's wholesale systems were developed under the auspices of Section 271  
4 proceedings and were fully tested by third parties as required by federal and state  
5 regulatory orders.

6  
7 **IV. THE JOINT CLECS' COMPLAINT**

8  
9 **Q. What is the subject of this complaint proceeding?**

10 A. The Joint CLECs contend that Qwest/CenturyLink intended to integrate, retire,  
11 and/or replace the legacy Qwest maintenance and repair OSS without regard to the  
12 provisions set forth in the OSS Settlement Conditions that had been agreed to by the  
13 merging companies.

14  
15 **Q. Which OSS are implicated in this proceeding?**

16 A. Legacy Qwest submitted a change request to the Change Management Process  
17 (CMP) in November 10, 2010, stating that Qwest intended to retire the legacy  
18 maintenance and repair OSS that CLECs use to communicate with Qwest. The two  
19 OSS involved are MEDIACC and CEMR.

20  
21 **Q. What is MEDIACC?**

22 A. MEDIACC is a B2B interface that allows Qwest wholesale customers to submit  
23 electronic requests for repair using their own computer systems.

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**Q. What is a B2B interface?**

A. A B2B interface, sometimes referred to as a computer-to-computer interface, allows one company's computer system to communicate directly with another company's computer system and pass information between both systems with no human contact. For this interface to function correctly both companies must program their systems to transmit and receive information using the same protocols.

**Q. What is CEMR?**

A. CEMR is a Graphical User Interface (GUI) that allows Qwest wholesale customers to submit electronic repair requests via the Internet. CEMR passes information to and from MEDIACC, which accesses Qwest's internal OSS.

**Q. What is a Graphical User Interface (GUI)?**

A. A GUI is a human-to-computer interface (as opposed to a computer-to-computer interface), which allows a human user to interact with a computer system by navigating screens and/or menus while entering prompted information.

**Q. What action prompted this complaint by the CLECs?**

A. Legacy Qwest submitted a change request through the CMP (Change Management Process) on November 10, 2010,<sup>7</sup> to retire both MEDIACC and CEMR and replace them with a new maintenance and repair system, MTG. The Joint CLECs believe that the retirement of MEDIACC and CEMR, and their replacement with MTG, prior

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<sup>7</sup> Direct Testimony of Douglas Denney, Exhibit No. \_\_\_ (DD-1T) 55:21-25.

1 to the completion of the 30 month settlement period would have violated the OSS  
2 Settlement Conditions and Order 14. Subsequently, the CLECs filed the complaint  
3 “against the joint applicants regarding OSS for maintenance and repair,” docketed as  
4 UT-111254, on July 11, 2011.

5  
6 **Q. Please briefly explain the Change Management Process (CMP).**

7 A. Change management is the process of introducing controlled change during a system  
8 life cycle. The intent is to evaluate risk, at the end-user level, against the urgency  
9 and importance of the change. The specific Change Management Process (CMP)  
10 used by legacy Qwest, now Qwest/CenturyLink, was developed to facilitate a fair  
11 discussion between the ILEC and the CLECs when software or hardware changes  
12 that might affect the CLECs’ process were indicated. Typically, legacy Qwest  
13 would request such changes to upgrade or fix issues with OSS.

14  
15 **Q. When did Staff discover the planned retirement of MEDIACC and CEMR?**

16 A. None of the parties to the merger proceeding discussed the retirement of MEDIACC  
17 and CEMR, or its replacement with MTG, during or directly following merger  
18 negotiations. The issue came to light months later in June 2011 when a formal  
19 complaint was filed at the Minnesota Public Utilities Commission.<sup>8</sup>

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<sup>8</sup> *In the Matter of a Complaint by Joint CLECs against Qwest and CenturyLink Regarding OSS for Maintenance and Repair*, MPUC Docket No. P-5340/C-11-684, Formal Complaint and Petition (filed June 28, 2011).

1 **Q. Do you believe that the first legacy Qwest schedule to replace MEDIACC and**  
2 **CEMR with MTG December 31, 2011, would have violated the OSS Settlement**  
3 **Conditions?**

4 A. Yes. The scheduled replacement of MEDIACC and CEMR with MTG prior to the  
5 completion of the 30 month settlement period would have violated the terms  
6 contained in Condition 23 of the Staff/PC agreement, and Condition 12 of the Integra  
7 Agreement.

8  
9 **Q. What has changed since the change request was issued at CMP in November**  
10 **2010?**

11 A. In the May 18, 2011, CMP meeting, Qwest/CenturyLink withdrew the proposed  
12 MEDIACC retirement change request.<sup>9</sup> It is now Qwest/CenturyLink's intention to  
13 retire MEDIACC on October 7, 2013,<sup>10</sup> following a vote of approval by the CLECs  
14 as required by the OSS Settlement Conditions. According to Qwest/CenturyLink,  
15 CEMR hardware and software have been upgraded and CEMR is no longer  
16 scheduled to be retired.<sup>11</sup>

17  
18 **Q. Is Qwest/CenturyLink in violation of the OSS conditions following the**  
19 **withdrawal of the CMP change request?**

20 A. I believe that Qwest/CenturyLink will remain in compliance now that they have  
21 withdrawn the offending CMP change request. As Mr. Hunsucker testified:

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<sup>9</sup> Direct Testimony of Renée Albersheim, Exh. No. \_\_\_\_ (RA-2).

<sup>10</sup> Albersheim, Exh. No. \_\_\_\_ (RA-12) (MTG Implementation Timeline Comparison).

<sup>11</sup> Albersheim, Exh. No. \_\_\_\_ (RA-1T) 4:16-17 and footnote 2.

1 Qwest/CenturyLink will continue to 'use and offer' MEDIACC throughout  
2 the entire 30-month settlement period in precisely the same way it was used  
3 and offered beforehand. MEDIACC will not be 'retired or replaced' until  
4 after the settlement period has expired and all the procedures in the Integra  
5 settlement have been followed.<sup>12</sup>  
6

7 **Q. Why did legacy Qwest want to retire MEDIACC?**

8 A. Legacy Qwest has completed a number of technical evaluations of the MEDIACC  
9 system in the past and determined that it is no longer fully supportable by both the  
10 hardware and software vendors and therefore any failure could be an unrecoverable  
11 failure. While MEDIACC is stable today, it is at risk of an unrecoverable failure in  
12 the future.<sup>13</sup> Additionally large non-CLEC wholesale customers of Qwest have  
13 requested access to a maintenance and repair XML (eXtensible Markup Language)  
14 interface.<sup>14</sup>  
15

16 **Q. What did legacy Qwest plan to replace MEDIACC with?**

17 A. Legacy Qwest has been developing a new system called the Maintenance Ticketing  
18 Gateway. MTG will provide the same functionality as MEDIACC but will use a  
19 newer interface protocol XML. MEDIACC currently uses CMIP (Common  
20 Management Information Protocol) to interface with the CLECs' B2B systems.  
21 MTG (originally called CTG) was initially introduced through the CMP process in  
22 2008<sup>15</sup> but was put on hold when it failed to receive internal authorization for  
23 funding.<sup>16</sup>

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<sup>12</sup> Direct Testimony of Michael Hunsucker, Exh. No. \_\_\_\_ (MH-1T) 4:1-5.

<sup>13</sup> Albersheim, Exh. No. \_\_\_\_ (RA-1T) 6:5-13.

<sup>14</sup> *Id.* at 10:9-10.

<sup>15</sup> *Id.* at 17:1-2.

<sup>16</sup> *Id.* at 5:19-6:1.



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**Q. What are XML and CMIP?**

A. XML and CMIP are different interface protocols that are commonly used to provide B2B interfaces. Both are still considered standards but XML is the newer and easier to develop of the two. Qwest converted all of its ordering and provisioning B2B interfaces to XML prior to 2006 with CLEC approval.<sup>17</sup>

**Q. When does Qwest/CenturyLink plan to make MTG available?**

A. Qwest/CenturyLink plans to make MTG available to wholesale customers and to CLECs as an *optional* interface in December 2011.

**V. QWEST/CENTURYLINK'S RESPONSE**

**Q. Does Qwest/CenturyLink believe that offering a new OSS violates the OSS Settlement Conditions and Order 14?**

A. No, it does not. According to Qwest/CenturyLink witness Ms. Albersheim: "Qwest/CenturyLink will keep the MEDIACC system in place until late 2013, withdrawing it only after complying with our merger commitments and settlement agreements, including obtaining CLEC approval" and "Qwest/CenturyLink will continue to 'use and offer' MEDIACC to CLECs for at least 30 months as required by the merger settlements, and MEDIACC will not be 'retired or replaced' until all the agreed-upon time periods and procedures are completed."<sup>18</sup> For the remainder of

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<sup>17</sup>Id. at 10:16-18.  
<sup>18</sup> Id. At 8:13-19.

1 the 30-month time frame Qwest/CenturyLink proffers that MEDIACC and MTG will  
2 be available as parallel maintenance and repair systems offering the same service but  
3 using different protocols for access to legacy Qwest internal OSS by the CLECs. It  
4 is Qwest/CenturyLink's intention to offer MTG to CLECs and other wholesale  
5 customers (long distance carriers and/or Wireless carriers) while continuing to  
6 maintain access to MEDIACC. By keeping MEDIACC in service they believe that  
7 they are not in violation of the settlement agreements.

8  
9 **Q. Do the CLECs agree that offering a new parallel OSS comports with the OSS**  
10 **Settlement Conditions and Order 14?**

11 A. No, they do not. The CLECs argue that during merger negotiations their "goal was  
12 to ensure that such OSS changes were precluded during the two-year. . . period"  
13 (amended by the Commission's Order 14 to 30 months) "and that OSS changes,  
14 along with the additional steps required by the Joint CLECs' merger conditions  
15 before making such changes, occurred after [this] period."<sup>19</sup> Essentially the CLECs  
16 are saying that no joint planning, development or testing of new OSS can be done  
17 during the 30-month period.

18 Mr. Denney argues that the Integra Agreement "provides that 'the  
19 replacement *or* retirement of a Qwest OSS Interface may not occur without sufficient  
20 acceptance of the replacement interface by CLECs to help assure that the  
21 replacement interface provides the level of wholesale quality provided by Qwest  
22 prior to closing date."<sup>20</sup> He further contends, "The Merged Company is *replacing*

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<sup>19</sup> Denney, Exh. No. \_\_ (DD-1T) 39:8-13.

<sup>20</sup> *Id.* at 115:3-7.

1 MEDIACC with MTG when it implements MTG in December of 2011, though it is  
2 not *retiring* MEDIACC until a later date.”<sup>21</sup> This somewhat tortured interpretation  
3 would preclude Qwest/CenturyLink from offering MTG to any carrier even if  
4 Qwest/CenturyLink continued to offer MEDIACC to those customers who did not  
5 want to change to the newer MTG.  
6

7 **VI. STAFF POSITION**  
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9 **Q. Do you agree with Mr. Denney’s interpretation that Qwest/CenturyLink is**  
10 **replacing MEDIACC when it implements the new MTG system?**

11 A. No. MEDIACC is not replaced until it is retired and no longer available. When  
12 MEDIACC is retired MTG will be the only wholesale maintenance and repair  
13 system providing the maintenance and repair function. Designing a system that will  
14 be used as a replacement sometime in the future does not constitute a replacement if  
15 the original system is still in use. Offering MTG optionally in parallel with the old  
16 system does not constitute the retirement of MEDIACC as long as access to  
17 MEDIACC is maintained for the 30 month period.  
18

19 **Q. You mentioned earlier the concern from all parties that MEDIACC is at risk of**  
20 **an unrecoverable failure in the future. Please explain.**

21 A. Qwest/CenturyLink completed technical evaluations of MEDIACC<sup>22</sup> and determined  
22 that some vendors can no longer provide full support for portions of the hardware

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<sup>21</sup> *Id.* at 115:10-12.

<sup>22</sup> Albersheim, Exh. No. \_\_\_ (RA-8C).

1 and software.<sup>23</sup> Some vendors can only provide “best effort” support that may not  
2 include the availability of spare hardware or software patches. An unrecoverable  
3 MEDIACC failure would be catastrophic to all parties. The lack of  
4 Qwest/CenturyLink’s due diligence and coordination between its Wholesale, IT,  
5 merger planning, and implementation teams has created a conundrum for all parties.  
6

7 **Q. Would a fully developed and working MTG resolve a catastrophic failure of**  
8 **MEDIACC?**

9 A. I believe it would but only if the CLECs are able to take advantage of it. As  
10 Qwest/CenturyLink witness Ms. Albersheim testifies: “If CLECs have already  
11 developed an interface to MTG, they should be able to transition fairly quickly from  
12 MEDIACC to MTG.”<sup>24</sup> Ms. Albersheim further states:

13 If a vendor such as Synchronoss<sup>25</sup> has developed an interface to MTG, the  
14 CLECs who use MEDIACC will have an option of using the vendor interface  
15 to MTG. Those CLECs using MEDIACC who have not developed an  
16 interface to MTG, and do not wish to use a vendor, will have to develop that  
17 interface before they can transition to MTG.<sup>26</sup>  
18

19 It would take some time for the CLECs, and other wholesale customers, that had not  
20 developed an XML interface to MTG to recover full functionality following a  
21 complete failure of MEDIACC.  
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<sup>23</sup> Albersheim, Exh. No. \_\_\_\_ (RA-1T) 6:5-6; Exh. No. \_\_\_\_ (RA-5C).

<sup>24</sup> Albersheim, Exh. No. \_\_\_\_ (RA-1T) 24:11-14.

<sup>25</sup> At least one CLEC already uses Synchronoss as an XML gateway to access MEDIACC. See Albersheim, Exh. No. \_\_\_\_ (RA-13) at p. 4.

<sup>26</sup> Albersheim, Exh. No. \_\_\_\_ (RA-1T) 24:15-19.

1 **Q. If MEDIACC suffers a catastrophic failure, what would happen to CEMR?**

2 A. Because CEMR communicates with internal legacy Qwest OSS via MEDIACC, all  
3 repair communication between the CLECs and Qwest/CenturyLink would revert to  
4 manual communication by telephone. This would be devastating for both the CLECs  
5 and Qwest/CenturyLink. However, CLECs could take advantage of a working  
6 CEMR if CenturyLink was allowed to move forward with the development of a new  
7 CEMR interface to MTG.

8  
9 **Q. Has Qwest/CenturyLink produced an MTG implementation schedule?**

10 A. Yes. Exhibit No. \_\_\_ (RA-12) to Ms. Albersheim's Direct Testimony provides  
11 Qwest/CenturyLink's suggested MTG implementation schedule. That schedule  
12 includes optional testing for interested customers beginning December 12, 2011.  
13 The start of normal testing and implementation would begin October 2, 2012. If  
14 allowed to move forward, the retirement of MEDIACC could occur, following the  
15 required 30 month period, on October 7, 2013, following test acceptance and an  
16 affirmative vote by the CLECs on April 8, 2013.

17  
18 **Q. Would a fully developed and working MTG resolve the issue with CEMR if a  
19 catastrophic failure of MEDIACC occurred?**

20 A. I believe that it should. It is Qwest/CenturyLink's plan to have MTG available as a  
21 backup for MEDIACC, which would protect CEMR from failure as well.  
22 Qwest/CenturyLink plans to develop a CEMR interface to both MEDIACC and  
23 MTG. The addition of an XML interface, in parallel with a CMIP interface, between

1 CEMR and MTG would result in an almost seamless change for GUI users.  
2 According to Qwest/CenturyLink, CLECs would experience two very minor changes  
3 to the data input fields when they entered data for the CEMR GUI.<sup>27</sup>  
4

5 **Q. What is the chance of a catastrophic MEDIACC failure before it can be retired?**

6 A. There is really no way to know. MEDIACC could very well continue to run trouble  
7 free until the 30 month period expires and MEDIACC can then be retired. However,  
8 neither the CLECs nor Qwest/CenturyLink want to take that chance.  
9

10 **Q. Does Qwest/CenturyLink have a disaster plan that addresses MEDIACC  
11 failure?**

12 A. Yes. There is an existing Qwest business continuity and disaster plan for  
13 MEDIACC (Disaster Recovery Plan), last revised July 12, 2011, which is designed  
14 to help ensure a trouble free MEDIACC and to facilitate its recovery in case of a  
15 failure. A copy of the Disaster Recovery Plan is included as Exhibit No. \_\_\_ (RTW-  
16 3C). I believe the Disaster Recovery Plan should be updated on a regular basis to  
17 include any new information such as the location of spare parts and vendor  
18 emergency call lists. According to the Disaster Recovery Plan, the last test of the  
19 plan was completed November 17, 2011.<sup>28</sup> Going forward, testing should be  
20 completed at least annually until MEDIACC is retired. Results of these periodic  
21 tests of the Disaster Recovery Plan should be shared with this Commission and with  
22 the CLECs at CMP.

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<sup>27</sup> Albersheim, Exh. No. \_\_\_ (RA-15C).  
<sup>28</sup> Direct Testimony of Robert T. Williamson, Exh. No. \_\_\_ (RTW-3C) at p. 28.

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**Q. Does the development of MTG resolve the hardware/software issues with MEDIACC?**

A. I believe so. MTG includes new hardware and software and is based on the current XML standard. I also believe that migrating to XML is appropriate and aligns MTG technically with Qwest/CenturyLink's other wholesale OSS that have already upgraded to the XML standard.

**Q. If MTG resolves a possible failure for the CLECs and Qwest/CenturyLink what is the problem?**

A. The CLECs argue that the Integra Agreement precludes the replacement or retirement of a Qwest OSS interface without sufficient acceptance of the replacement interface by the CLECs. They opine that the "Merged Company is **replacing** MEDIACC with MTG when it implements MTG in December of 2011, though it is not **retiring** MEDIACC until a later date."<sup>29</sup> Additionally the CLECs argue that even the development and testing of MTG before the end of the 30 month period is prohibited by the agreement. It is the CLECs' opinion that any development and/or testing would cost them time and money that they have not, and should not have to, include in their budgets until the end of the 30 month period. The CLECs have also voiced a concern that the development of MTG will divert IT resources that should be used to maintain MEDIACC.

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<sup>29</sup> Denney, Exh. No. \_\_\_ (DD-1T) 115:10-12.

1 **Q. Do you agree with the CLECs?**

2 A. I do not agree with the CLECs but I do understand that they believe that  
3 Qwest/CenturyLink can no longer be trusted after Qwest/CenturyLink tried to retire  
4 an existing legacy Qwest OSS, just weeks after signing an agreement that the CLECs  
5 negotiated to prohibit just that. I can understand the CLECs' diminished trust in  
6 Qwest/CenturyLink. One of Staff's major concerns during the merger process was  
7 that one merging company would not know what the other merging company was  
8 doing, and I believe that happened here. It is important to note though, that the  
9 merger agreements accomplished just what we designed them to do by bringing to  
10 light, and halting, the retirement of an existing OSS prior to the end of the 30 month  
11 period. The CLECs can trust that the merger agreements will continue to ensure  
12 fairness for the remainder of the 30 month period.

13 It seems to me that the CLEC argument, that MTG cannot be developed and  
14 tested before the end of the 30 month period, is completely orthogonal to their  
15 concern that there must be a fully functional backup system for MEDIACC in case  
16 of its failure. Furthermore, it was never Staff's intention during negotiations that the  
17 development and testing of any replacement OSS would have to wait until the end of  
18 the settlement period. It was always Staff's intention that a legacy OSS could be  
19 retired and a new OSS brought online to replace it, following the settlement period  
20 (pursuant to Order 14, at a minimum of 30 months and 1 day). Staff always intended  
21 that development and testing required by the CMP could be completed during the  
22 settlement period window.<sup>30</sup> The CMP process requires that the parties be notified  
23 nine months before a new OSS can be brought online. Staff, and I believe the

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<sup>30</sup> Merger proceeding, Docket UT-100820, Vasconi TR. 271:5-21.



1 Commission, never envisioned that the OSS Settlement Conditions would require 39  
2 months, instead of 30, to bring a new OSS online.

3  
4 **Q. Are there any other protections for CLECs and penalties for**  
5 **Qwest/CenturyLink if there is a failure of MEDIACC before it can be retired?**

6 A. Yes, there are. The Qwest Performance Assurance Program (QPAP) was created to  
7 protect the CLECs from poor wholesale service quality including OSS performance  
8 issues<sup>31</sup> and will remain in effect through the term of the Qwest Alternative Form of  
9 Regulation (AFOR).<sup>32</sup> QPAP provides a rubric whereby quality performance can be  
10 gauged by monitoring Performance InDicators (PIDs). QPAP results are reported in  
11 Docket UT-030388. A failure to meet a PID requires Qwest/CenturyLink to make  
12 payments as set forth in the QPAP. In particular, two Gateway Availability (GA)  
13 PIDs, GA-3 and GA-6, measure access to MEDIACC and CEMR.<sup>33</sup> GA-3 measures  
14 access to Electronic Bonding (EB-TA), or MEDIACC, and GA-6 monitors access to  
15 GUI-Repair or CEMR. QPAP is a region-wide, 14-state self-executing remedy plan  
16 designed to verify that Qwest provides parity between the wholesale service it  
17 provides to CLECs and the service it provides to its own retail customers. Failure to  
18 meet parity for GA-3 and GA-6 can require payments of up to \$420,000 region-wide  
19 (up to \$30,000 per state). PIDs GA-3 and GA-6 are Tier 2 performance measures  
20 that require payments to each state. There are also many Tier 1 measurements that

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<sup>31</sup> See Exhibit K, Performance Assurance Plan, Qwest Washington SGAT Eighth Revision, Twelfth Amended Exhibit K, January 5, 2009, on file with the Commission and available in Docket UT-073034 (filed February 6, 2009).

<sup>32</sup> Condition 3 of the Staff/PC Agreement contemplates extension of the Qwest AFOR term until at least April 2014.

<sup>33</sup> Albersheim, Exh. No. \_\_\_ (RA-9C) at p. 3.

1 would be affected by a catastrophic failure of MEDIACC. Tier 1 performance  
2 measurements require payments directly to the affected CLECs.

3  
4 **VII. CONCLUSION AND RECOMMENDATIONS**

5  
6 **Q. What are Staff's conclusions and recommendations?**

7 A. Staff believes that legacy Qwest could have averted the issue of a CEMR and  
8 MEDIACC replacement through a commitment of internal resources far in advance  
9 of the merger with CenturyLink. In the alternative, if legacy Qwest had discussed  
10 this issue during negotiations and/or hearings it could have been resolved in  
11 settlement agreements or in the Commission's order. However, due to legacy  
12 Qwest's failures in both of these circumstances, we are faced with a difficult  
13 decision as to how to protect healthy competition and the rate payers of this state.

14 However, even considering Qwest/CenturyLink's earlier failures, Staff does  
15 not believe that Qwest/CenturyLink is in violation of the Integra or Staff/PC  
16 agreements since it has withdrawn its CMP request to retire CEMR and MEDIACC  
17 prior to the 30 month period. Staff has concluded that a migration to XML is  
18 appropriate, even though it will require resources from all parties, and that the  
19 requirements of the OSS Settlement Conditions and Order 14 must still be met  
20 before MEDIACC can be retired. We further conclude that the use of the legacy  
21 MEDIACC OSS poses possible serious risks with respect to wholesale system  
22 performance.

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Based on our conclusions, Staff recommends that the Commission order the following:

1. Deny the Joint CLECs' request to stop development of MTG.
2. Allow Qwest/CenturyLink to optionally offer MTG to CLECs and wholesale customers while requiring the company to maintain access to MEDIACC for all CLECs that require it, until such time that MEDIACC can be retired after having met all of the wholesale OSS conditions required by Order 14.
3. Require that Qwest/CenturyLink report to this Commission every 90 days beginning with the date that "optional testing/implementation for interested customers" begins and with the final report due on the date that joint "testing begins."<sup>34</sup> The reports must include any CLECs and/or other wholesale customers that are actively testing or using MTG prior to the end of the 30 month period. The report should contain details of testing that was completed, time frames involved, problems encountered, and when companies began actively using MTG. All testing documentation required by this item should be included in the report called for by Order 14 at paragraph 120.
4. Emphasize that, depending on the Commission assessment of the report required by Order 14 at paragraph 120, the Commission reserves the right to impose third party testing of any replacement OSS<sup>35</sup> including MTG.
5. Emphasize that Gateway Availability PIDs GA-3 and GA-6 contained in the Qwest Performance Assurance Plan (QPAP), and any other PIDs that may apply, along with all required penalties, will continue to be required.
6. Require Qwest/CenturyLink to provide a regularly updated Disaster Recovery Plan for MEDIACC to enhance its chances of survivability, and possible recovery in case of failure, until such time that it can be retired. At a minimum the existing Disaster Recovery Plan must be updated every 90 days to include any new information gained since the last update. It should also include the latest list of the physical location of spare parts and emergency vendor contact lists. A test of the Disaster Recovery Plan should be completed each November, or more frequently, until MEDIACC is retired. The results of that test must be included in the subsequent 90 day update to the Disaster

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<sup>34</sup> Albersheim, Exh. No. \_\_\_\_ (RA-12).  
<sup>35</sup> Order 14, p. 68, at ¶ 121.

Recovery Plan. The proposed plan must be made available to this Commission and through CMP for comment by the CLECs.

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**Q. Does this conclude your testimony?**

**A. Yes.**