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BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

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In the Matter of: )  
LEVEL 3 COMMUNICATIONS, LLC's )  
Petition for Arbitration )  
Pursuant to Section 252(b) of )  
the Communications Act of 1934)  
as Amended by the )DOCKET NO. UT-063006  
Telecommunications Act of 1996)Volume VII  
and the Applicable State Laws )Pages 733-848  
for Rates, Terms, and )  
Conditions of Interconnection )  
with Qwest Corporation. )  
\_\_\_\_\_)

An arbitration in the above matter was held on  
October 26, 2006, at 9:30 a.m., at 1300 South  
Evergreen Park Drive Southwest, Room 206, Olympia,  
Washington, before ADMINISTRATIVE LAW JUDGE ANN  
REHNDAHL.

The parties were present as follows:

LEVEL 3 COMMUNICATIONS, LLC, by ERIK CECIL,  
Regulatory Attorney, and RICHARD THAYER, Director of  
Interconnection Policy, 1025 Eldorado Boulevard,  
Broomfield, Colorado, 80021, Telephone (720) 888-1319,  
Erik.Cecil@Level3.com, and (720) 888-2620, fax  
(720) 888-2802, E-mail, Rick.Thayer@Level3.com.

QWEST CORPORATION, by THOMAS DETHLEFS,  
Attorney at Law, 1801 California, 10th Floor,  
Denver, Colorado 80202, Telephone (303) 383-6646.

Deborah L. Cook, RPR, CSR  
Court Reporter

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1           QWEST CORPORATION, by TED SMITH, Attorney at  
2           Law, Stoel Rives, 201 South Main Street, Suite 1100,  
3           Salt Lake City, Utah 84111, Telephone (801) 578-6961.  
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1

PROCEEDINGS

2

Thursday, October 26, 2006 at 09:36 AM

3

4

JUDGE RENDAHL: Let's be on the record.

5

We're back in hearing on Thursday, October 26, and

6

we're continuing with the cross-examination of

7

Mr. Linse.

8

And I will do what I would advise everybody

9

else to do, which is speak directly into the mic so

10

everybody can hear. And the button is up when it

11

is on, and down when it is off.

12

Mr. Cecil, you are on.

13

Do I understand we have resolved the issue

14

about the item in the testimony, the correction in

15

Exhibit 91 T? There was some language that Mr. Linse

16

modified. Do I understand you all have resolved that

17

issue?

18

MR. CECIL: Correct, Your Honor.

19

JUDGE RENDAHL: And which page, Mr. Smith,

20

was that change on?

21

MR. SMITH: It was page 19, I believe.

22

JUDGE RENDAHL: Of the testimony?

23

MR. SMITH: I am sorry. I was talking about

24

the issues matrix.

25

JUDGE RENDAHL: Page 19 of the disputed

0738

1 issues list, which is Exhibit 3 --

2 MR. DETHLEFS: 31 of Mr. Linse's testimony,  
3 his direct testimony, and that's 91 T. And then in  
4 his rebuttal testimony, which is 93 T, it was on  
5 page 18 and 19.

6 JUDGE RENDAHL: And you will need to speak  
7 into the mic so it's much more clear. You need to  
8 talk directly into it.

9 So page 18 of 93 T, and page 31 of Exhibit  
10 91 T. And, Mr. Cecil, you have agreed that that  
11 language is the current language?

12 MR. CECIL: Yeah. I was double-checking the  
13 change here. Question, Tom, what I wrote down  
14 yesterday was on page 31, the change to A was under  
15 Qwest's intrastate tariff.

16 And I don't know if this matters to you. On  
17 the disputed points list, it says under Qwest,  
18 "intrastate access tariffs." Do you want the word  
19 "access" in there, or do you care?

20 MR. DETHLEFS: I don't think it's  
21 ambiguous. There's just one tariff, correct,  
22 Mr. Linse, that as the specific tariff signaling?

23 THE WITNESS: From an intrastate  
24 perspective, yes.

25 JUDGE RENDAHL: But to make it consistent,

0739

1 we should add the word "access" and make the tariff  
2 plural; is that correct?

3 MR. DETHLEFS: That's correct.

4 JUDGE RENDAHL: And likewise on page 18 in  
5 93 T the same change should be reflected?

6 MR. DETHLEFS: Yes.

7 JUDGE RENDAHL: So it should say, "under  
8 Qwest's intrastate access tariffs."

9 With that, Mr. Cecil, do you have any  
10 objection to admitting what has been marked as 91  
11 through 93 T?

12 MR. CECIL: No, I don't, Your Honor.

13 (EXHIBIT RECEIVED.)

14 JUDGE RENDAHL: Are we ready?

15

16 CROSS EXAMINATION

17

18 BY MR. CECIL:

19 Q So before we begin today, I just want to  
20 clarify a few things so we ensure we make the best  
21 use of our time. I am going to explore a few more  
22 issues with Mr. Linse, couple on routing telephone  
23 calls, couple of areas about Qwest's network  
24 architecture, and then explore single trunking just  
25 a bit.

0740

1           Before I go there, though, I just wanted to  
2           ask you a couple of questions, because I want to  
3           make sure that I stay within areas that are within  
4           the scope of your expertise, because I understand  
5           sometimes Mr. Easton addresses things, and then  
6           sometimes Mr. Brotherson addresses things. And I  
7           understand there's, by necessity, some shared  
8           responsibilities here.

9           So you are familiar with both  
10          Mr. Brotherson's and Mr. Easton's testimony in this  
11          case. You have reviewed it recently?

12          A    Yes, I have.

13          Q    And so if I asked you any questions that  
14          were properly directed to Mr. Brotherson or  
15          Mr. Easton, you would tell me, right?

16          A    Yes, I would tell you.

17          Q    Yesterday we talked a little bit about your  
18          role in technical regulatory interconnection  
19          matters, and you are part of the policy  
20          organization; is that correct?

21          A    That's correct.

22          Q    And as to your policy responsibilities, are  
23          those focused on a particular state or are those  
24          throughout the Qwest region?

25          A    It's throughout Qwest's regulated company.



0741

1 Q And when you say Qwest's regulated company,  
2 you are referring to --

3 A I am referring to the 14 state regions that  
4 Qwest operates in as a regulated company.

5 Q So you are generally familiar with what  
6 Qwest is advocating, or what the policy work is  
7 across all of these states, maybe not on absolute  
8 particular areas, but generally familiar with what  
9 is going on?

10 A I am familiar with the policy issues  
11 associated with our network.

12 Q Do you only address areas that are wire  
13 lined to wire line interconnection, or does your  
14 policy encompass interconnection with, say,  
15 wireless carriers?

16 A It does overlap into some wireless.

17 Q And you understand wireless interconnection?

18 A I am -- it's been a while since I have dealt  
19 with wireless interconnection, but I am familiar  
20 with it for the most part, yes.

21 Q And are you familiar with, or do you ever  
22 address interconnection between Qwest and the  
23 independent or rural interexchange carriers?

24 A Yes.

25 Q Or rural exchange -- strike interexchange.

0742

1 Excuse me.

2 A Yes, I am familiar with the interconnection  
3 between Qwest and the independent companies.

4 Q On page 9 of your direct testimony -- do you  
5 have it with you?

6 A Yes, I do.

7 Q I think it's around lines 6 to 8, you  
8 mention -- you say, "Qwest's local tandem  
9 architecture, however, does not have the capability  
10 of routing toll traffic." Do you see that?

11 A That's correct.

12 Q And there's some terminology questions,  
13 because terminology gets confusing in these cases.  
14 What is your definition -- what do you mean by toll  
15 traffic? What are you referring to in that  
16 context?

17 A Interexchange traffic.

18 Q And when you say interexchange traffic, what  
19 does that mean?

20 A Like switched access.

21 Q Forgive me. Could you be a little more  
22 concrete as to, you know, what is a switched access  
23 call? I mean, what is -- how do you know something  
24 is switched access or interexchange or toll? What  
25 would be the defining characteristics of that?

0743

1           A    The defining characteristics would be  
2           traffic that is delivered to Qwest from an  
3           interexchange carrier. Typically that is traffic  
4           that originates outside of the LATA that the Qwest  
5           tandem switch is located.

6           Q    So it's delivered from an interexchange  
7           carrier -- and I am sorry. What was the second?

8           A    Typically the traffic that those  
9           interexchange carriers delivers to Qwest originates  
10          outside of the LATA, or originates within the LATA  
11          destined for a location outside of the LATA.

12          Q    And so according to -- or to you, by  
13          definition, then, any traffic that comes from an  
14          interexchange carrier that either originates  
15          outside the LATA and terminates inside a LATA --  
16          and that's L-A-T-A, so I'm not from Brooklyn  
17          describing a ladder -- or traffic that originates  
18          within a LATA and is going outside of the LATA,  
19          that traffic -- what would you call that traffic?

20          A    Interexchange -- it would be switched access  
21          traffic, or interexchange traffic. That's just an  
22          example.

23          Q    And it would be interexchange because it  
24          crosses a LATA boundary. Is that your  
25          characterization?

0744

1           A    More fundamentally it crosses exchange  
2 boundaries, which would be an interexchange call.

3           Q    And how do you know when a call is crossed  
4 in an exchange boundary?

5           A    Based on the origination and termination of  
6 the call.

7           Q    What does that mean?

8           A    That means based on the locations of the  
9 originator and the terminator of the call.

10          Q    And so what is an originator of a call?  
11 What do you mean by that?

12          A    The example would be a Qwest end user.

13          Q    Qwest end user.  And what are they an end  
14 user of?

15          A    They would be an end user of Qwest's  
16 telecommunications service.

17          Q    And what would be the terminator then?  I  
18 think you mentioned the originator and the  
19 terminator.

20          A    It could be another telecommunications  
21 customer of Qwest, or some other company.

22          Q    What if the traffic doesn't terminate to  
23 another telecommunications customer, or another  
24 company?  What if it terminates to some other  
25 entity?  Is it switched access?

0745

1           A    I guess I am not clear as to what you mean  
2    by that, or how that could occur.

3           Q    Well, you said an originator would be a  
4    Qwest end user, a purchaser of telecom service,  
5    correct?

6           A    That's correct.

7           Q    And the terminator, much to Arnold's  
8    chagrin, is another telecom customer, or another  
9    company is what you said, correct?

10          A    Another customer of another company is what  
11    I was attempting to say, if it did not come across  
12    that way.

13          Q    And another customer of another company. Do  
14    you mean another telecommunications company?

15          A    That's correct.

16          Q    Would you consider a wireless carrier a  
17    telecommunications company?

18          A    I believe -- I think so.

19          Q    Well, let me give you an example. Verizon  
20    Wireless, would they be a telecommunications  
21    company?

22          A    I believe they are a telecommunications  
23    company.

24          Q    So if a call originated with a Qwest end  
25    user and terminated to a Verizon customer, and

0746

1       crossed an exchange boundary, would that be  
2       switched access under your definition?

3           A    You need to clarify for me, if you would,  
4       please, it originates with who and terminates with  
5       who?

6           Q    A Qwest end user, as you define it, and a  
7       customer of Verizon wireless.

8           A    Okay.  If it originated with a Qwest  
9       customer and it crossed exchange boundaries, it  
10      would be an interexchange carrier call, or an  
11      interexchange call.

12          Q    And in your parlance, that would be the same  
13      as a toll call?

14          A    Sometimes.

15          Q    So sometimes not?

16          A    Well, we're talking about wireless, and  
17      wireless typically has different rules than -- that  
18      they follow than wire line companies.  For example,  
19      wireless companies are bound by the MTA boundaries,  
20      where wire line carriers are bound by the LATA.  Or  
21      at least Qwest is bound by the LATA boundaries.

22          Q    What is an MTA?

23          A    It is a metropolitan --

24          Q    Is that major trading area?

25          A    Major trading area, thank you.

0747

1 Q Do you know how many major trading areas the  
2 FCC has established within the United States for  
3 those purposes?

4 A I am not familiar with how many. I know  
5 they can encompass multiple states, and they do not  
6 follow LATA boundaries.

7 Q So if I were to represent to you that it's  
8 51 major trading areas in the United States, that  
9 would seem within the realm of reason?

10 A I wouldn't know.

11 Q But if they encompass entire states, you  
12 wouldn't expect there to be significantly more MTAs  
13 than states, would you?

14 A I understand that some of the MTAs can  
15 encompass more than one state. I am not familiar  
16 with whether or not there are MTAs that encompass  
17 entire states.

18 Q So in those situations a wireless call in  
19 the call flow that we have been discussing here  
20 isn't always a toll call. Is that your  
21 understanding?

22 A No. Wireless calls are not always -- I  
23 forgot what term you used.

24 Q Toll?

25 A Toll calls.

0748

1 Q Same term that you use at line 7 on page 9  
2 of your testimony.

3 A That is correct.

4 Q So it would be correct -- would it be  
5 correct to say that at least insofar as wireless is  
6 concerned, sometimes interexchange calls are routed  
7 over Qwest's local tandem architecture?

8 A There's a potential for that under the  
9 situation where you have wireless roaming. You  
10 could have a situation where that call might  
11 terminate to an end user that's not within the  
12 exchange.

13 Q Is it only when there's wireless roaming  
14 that that occurs?

15 A There may be an exception, such as FX, but  
16 other than that, I am not aware of any.

17 Q Are you aware of the terms type 2 A and type  
18 2 B interconnection?

19 A Yes, I am.

20 Q And what is your understanding of those  
21 types of interconnection?

22 A Type 2 interconnection is essentially an  
23 interconnection -- it looks a lot like how a  
24 competitive local exchange area would interconnect  
25 with Qwest.



0749

1 Q It would occur at the local tandem?

2 A There are some that would occur at the local  
3 tandem.

4 Q Do you know generally how many? Can you  
5 characterize it? Is it the exception or the rule?

6 A I wouldn't say it's either. It's the  
7 capability of a wireless carrier that's receiving  
8 local traffic.

9 Q Is it one way? The wireless can only  
10 receive local traffic, they can't send to local  
11 traffic?

12 A No. They can set up mobile-to-land and  
13 land-to-mobile type trunks. That's typically a  
14 two-way arrangement.

15 Q Does local mean something different on a  
16 wireless network than it does on a wire line  
17 network?

18 A That's my understanding.

19 Q Is -- would it be accurate to say that  
20 intraMTA traffic is considered local traffic in the  
21 wireless realm?

22 A I think generally that's the understanding.

23 Q Generally?

24 A I don't know if they call it, quote, local  
25 under the same terms that the wire line companies

0750

1 call it, quote, local. The way I understand it is  
2 it is considered, quote -- or it's considered  
3 local.

4 Q And that routes over type 2 trunks between  
5 wireless carriers and Qwest, correct?

6 A That's correct. They may have type 2  
7 connections with other companies, as well.

8 Q Do you know approximately how long type 2  
9 trunks have been around? How long this traffic has  
10 been passing back and forth over type 2 trunks  
11 between Qwest and wireless carriers?

12 A I am not 100 percent sure exactly what the  
13 dates are.

14 Q More than one year?

15 A Yes.

16 Q More than five years?

17 A Yes.

18 Q More than 10 years?

19 A I believe so.

20 Q In that situation does Qwest ever carry  
21 traffic from a wireless carrier to a third party  
22 carrier, say an independent?

23 A That's my understanding, that Qwest does do  
24 that.

25 Q To your knowledge, has an independent ever

0751

1 received that traffic and claimed it was long  
2 distance and not local in the case of an intraMTA  
3 call?

4 A I don't know.

5 Q So you wouldn't know if Qwest has ever  
6 refused to pay access charges on that kind of  
7 traffic?

8 A I know there's been some billing disputes,  
9 but I'm not 100 percent sure on what types of  
10 traffic was being claimed as access and what  
11 traffic was not.

12 Q So you wouldn't know if those cases have  
13 been addressed in Federal District Court, or  
14 Federal Appellate Court?

15 A I don't know of any particular case.

16 Q Is ISP bound traffic interexchange traffic?

17 A To the extent it crosses exchange  
18 boundaries, yes.

19 Q Does that make it toll traffic according to  
20 your definition?

21 A To the extent that the ISP is in a different  
22 exchange, yes.

23 Q Does that make it technically infeasible to  
24 exchange toll traffic or facilities connected to  
25 Qwest's local tandem?

0752

1           A    I don't believe that traffic would be  
2           exchanged through Qwest's local tandem between  
3           exchanges.

4           Q    You are familiar with Level 3's network  
5           architecture in this state?

6           A    Yes, I am a little bit.  For the most part I  
7           understand from Qwest's perspective, Level 3's --

8           Q    And what is your understanding from Qwest's  
9           perspective?

10          A    They have interconnection trunks that  
11          connect Qwest's network with their network.

12          Q    Do you recall how many?

13          A    I have kind of dated information, which is  
14          probably back in March, of maybe 37,000, somewhere  
15          around that number.

16          Q    Those trunks connect to Qwest's tandem?

17          A    Yes, I believe some of them do.

18          Q    Are those Qwest's local tandem?

19          A    They are Qwest's local tandem, as well as  
20          access tandem, as well as some end offices as well.

21          Q    And what is your understanding of where the  
22          ISP's internet service providers that are accessed  
23          via those connections are located?

24          A    In the case of the ISPs in question, which I  
25          think is part of the dispute under this

0753

1 arbitration, is that those -- the locations of  
2 those ISPs are not within the exchange that the  
3 customer originates the call. And that's part of,  
4 I think, our dispute here, as well as a subsequent  
5 complaint with the Washington Commission.

6 Q And because of that, it's your  
7 characterization that those are toll calls?

8 A They are interexchange calls, which would be  
9 toll calls.

10 Q That's your testimony, correct?

11 A That is correct.

12 Q Does that determination make it technically  
13 infeasible for that traffic to flow?

14 A It is not technically infeasible for that  
15 traffic to flow, but under the circumstance that  
16 Level 3 has architected its network, it essentially  
17 allows the traffic to appear as local, even though  
18 it is not local.

19 My testimony addresses toll traffic as  
20 intended to be toll traffic, which is traffic that  
21 would be presubscribed to an interexchange carrier  
22 such that that end user is intending to have their  
23 interexchange carrier route that traffic on behalf  
24 of that customer.

25 Interexchange carriers do not have

0754

1 connections to our local tandem; therefore, it is  
2 technically impossible for an interexchange carrier  
3 to receive that traffic.

4 Q You said traffic intended to be toll traffic  
5 such that the IXC intends -- let me stop there as  
6 there was a lot in that response.

7 What traffic is intended to be toll traffic?  
8 What do you mean by traffic intended to be toll  
9 traffic?

10 A When an end subscriber dials a long distance  
11 call or interchange call, they intend to utilize  
12 their choice of interexchange carrier. That  
13 interexchange carrier then handles that traffic,  
14 and sends it to the local exchange carrier that  
15 would terminate the call. This is done through a  
16 presubscription process, which is handled through  
17 the equal access functionality of Qwest's end  
18 office switches, and allows each individual end  
19 user to select the interexchange carrier of their  
20 choice to carry such traffic.

21 Q What does an end user have to do when they  
22 dial a long distance call?

23 A They typically dial 1 plus the long distance  
24 telephone number.

25 Q Is there a reason that they dial 1 plus the

0755

1 long distance number?

2 A Typically it's been, I think, conditioned  
3 into consumers based on the historical nature of  
4 how customers have dialed long distance.

5 Q So when customers dial 1 plus they expect to  
6 reach a long distance carrier, a traditional long  
7 distance carrier. Is that what you are saying?

8 A That's correct.

9 Q What happens on the network when you dial 1  
10 plus? Is that some special instruction, or is that  
11 a gratuitous thing to make the customers feel good?

12 A It's -- it could be both, depending on how  
13 the switch is set up. For the most part, 1 plus  
14 dial digit is typically unnecessary, because the  
15 routing is done based on the 10-digit telephone  
16 number. The 1 plus is more of a comfort dialing.

17 And although if you -- in most cases, if you  
18 do not dial 1, you will get a recording back that  
19 says you must dial a 1 before dialing this number.  
20 For the most part that is an unnecessary digit to  
21 be dialed, although I think consumers have been  
22 conditioned in order to -- conditioned in order to  
23 maintain that dialing pattern.

24 And you can kind of see that with the  
25 introduction of wireless into the industry. On a

0756

1 wireless phone, you can dial 1 plus thinking you  
2 are dialing a long distance telephone number, or  
3 you can omit that 1, and still obtain that calling.

4 Q So starting with the last thing you said,  
5 and we will go back into the other things, you said  
6 the wireless -- in a wireless situation, it doesn't  
7 really matter if you dial 1 plus?

8 A That's correct.

9 Q Do consumers have different expectations  
10 with wireless?

11 A Yes and no. I think there's times where I  
12 think some people still dial 1 plus on their  
13 cellular phone, but it's not necessary.

14 Q And it's not necessary because the call will  
15 complete without the 1?

16 A That's correct.

17 Q On a -- in the state of Washington, do  
18 consumers need to dial 1 plus to dial long distance  
19 calls?

20 A I'm not sure if there's any circumstances  
21 where there may be permissive dialing for 1 plus or  
22 not.

23 Q What would permissive dialing be?

24 A Permissive dialing is situations where you  
25 may have an area that is maybe changes in



0757

1 jurisdiction, where you may have to dial 1 plus or  
2 not dial 1 plus, or to the extent that -- so like  
3 if you had a local calling area where you end up  
4 having a rate center consolidation where previously  
5 the customer would dial 1 plus in order to reach a  
6 different rate center, once the rate center  
7 consolidates then the customers no longer have to  
8 dial that 1 plus.

9 But sometimes, under habit, they would dial  
10 that 1 plus. So the companies would set up what  
11 they call a permissive dialing where they would  
12 accept a 1 plus, even though it's a local call.

13 Q So before the rate center consolidation,  
14 they had to dial 1 plus?

15 A That's correct.

16 Q And if they didn't, they would have gotten  
17 one of those recordings?

18 A That's correct.

19 Q Why would they have gotten one of those  
20 recordings?

21 A Because they didn't dial 1 plus.

22 Q Well, that was, in the fact pattern, why?  
23 What happened on the network?

24 A I'm sorry?

25 Q What happened on the network to cause that

0758

1 recording to come back?

2 A The translations in the switch would inform  
3 the customer that they must dial a 1.

4 Q Why must they dial a 1? What messes up the  
5 translation?

6 A Because that's how the switches are set up.

7 Q So what does 1 tell the switch to do?

8 A It basically is a digit that tells the  
9 switch, this is a long distance call. However, the  
10 row routing of that call is based on the 10 digits  
11 or the presubscription of the end user.

12 Q Isn't it true that the 1 would direct the  
13 switch to look up the long distance carrier and  
14 direct that call to the Feature Group D trunk?

15 A It would.

16 Q Isn't that the typical, if not pervasive,  
17 situation in that regard?

18 A It can, but it's not necessary technically.

19 Q More often than not that's the case, isn't  
20 it?

21 A That would be the case, yes.

22 Q And in the vast majority of cases, wouldn't  
23 that be the circumstance?

24 A I would believe so.

25 Q Feature Group D, you mentioned customer

0759

1 expectations with regard to dialing patterns. I am  
2 wondering, if a customer dials 10 digits to a  
3 number that they expect is local, do you think the  
4 customer -- those expectations are satisfied if  
5 they receive a bill for per minute usage?

6 A I guess I don't understand the question.

7 Q A local call is rated as a long distance  
8 call.

9 A I don't believe -- I don't understand what  
10 you mean by a local call being billed as a long  
11 distance call.

12 Q The customer dials a number that the  
13 customer believes is local, makes a 10 digit call,  
14 we have been discussing those -- you with me so  
15 far?

16 A I believe so.

17 Q You are not sure?

18 A Well, I haven't heard the rest of the  
19 question.

20 Q And their carrier bills them a per minute  
21 charge rather than a flat rated charge. Would that  
22 frustrate the customer's expectations?

23 A It would frustrate my expectations as a  
24 customer.

25 Q Page 13 of your testimony, line 11 --

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1           JUDGE RENDAHL: Is this the direct  
2 testimony?

3           MR. CECIL: The replacement direct  
4 testimony.

5           JUDGE RENDAHL: So page 13, line --

6           MR. CECIL: 11.

7           Q BY MR. CECIL: You are discussing something  
8 called a bona fide request. Can you briefly  
9 describe what that is, and what process that  
10 entails?

11          A The bona fide request process is just a  
12 process that Qwest would go through in order to  
13 determine technical feasibility of a request. This  
14 extends beyond a request for interconnection, and  
15 it also would be utilized in order to evaluate  
16 unbundling network elements as well.

17          Q Can you give me an example, based on your  
18 experience, of something specific that would  
19 involve a bona fide request?

20          A Utilizing a signaling network for something  
21 different than what it currently is designed for,  
22 or is utilized for by Qwest. So if there's a  
23 product that a customer wishes to have Qwest  
24 develop, they would go through a bona fide request  
25 asking Qwest -- we think this is a good product,

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1 and they would subscribe to and Qwest would go  
2 through a bona fide request process in order to  
3 evaluate the technical feasibility of that.

4 Q So, for example, if the customer developed a  
5 new way of interacting with Qwest, and they wanted  
6 to make changes in the advanced intelligent  
7 network, AIN, that would be something they would  
8 submit a bona fide request for?

9 A I don't believe we would accept a bona fide  
10 request for changing our AIN network, as far as how  
11 it fundamentally operates. But if they requested a  
12 product that could be provided through the AIN  
13 network, we would consider that and receive that  
14 through the bona fide request process.

15 Q Is there a cost involved in this?

16 A Yes, I believe there is a cost.

17 Q Do you know generally what that cost is, or  
18 what the rates are for that cost?

19 A I am not sure what they are in Washington.

20 Q Do you know how long it takes to go -- for  
21 Qwest to validate the technical feasibility of  
22 alternative methods, just generally in your  
23 experience, in your many years with Qwest? Would  
24 you say average maybe --

25 A I think the BFR process is 120-day process.

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1 And that's 120 day time line. It may be shorter  
2 than that, depending on what the request is, what  
3 is involved in determining the technical  
4 feasibility and how it would be implemented.

5 Q Is that 120 days start to finish, or are  
6 there stages after the first 120 days?

7 A The evaluation of the bona fide request is  
8 120 days.

9 Q So when you say alternate method, is that  
10 any alternate method, or something that is fairly  
11 unusual? What is the criteria for determining what  
12 is an alternate method?

13 A When you say alternate method, you say  
14 alternate method of what?

15 Q Page 13, we have been discussing line 11 --  
16 and, actually, I am sorry. I moved down to line  
17 12. I just completed the sentence, or completed  
18 reading it, "The BFR enables Qwest to validate the  
19 technical feasibility of the alternate method to  
20 facilitate interconnection." How does one  
21 determine an alternate method versus --

22 A Well, essentially, Qwest offers the three  
23 methods of interconnection. We have an entrance  
24 facility method, which basically if you look at the  
25 networks, you have the Qwest network and then you

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1 have Level 3's network. There's space in between  
2 those networks.

3 And in order to connect the two networks you  
4 need to bridge that space, and there's three ways  
5 that can be done. Either through an entrance  
6 facility where Qwest would build that facility from  
7 Qwest's network over to Level 3's network, or  
8 there's a meet point, mid-span meet point type  
9 arrangement where essentially Level 3 would build  
10 halfway from its point of interconnection or its  
11 location to Qwest's, and then Qwest would build  
12 halfway to that point. And that would be a  
13 mid-span meet point.

14 And then finally if the CLEC wished to  
15 co-locate its network within Qwest's Central  
16 Office, Qwest would then connect at that location  
17 within the Central Office.

18 And I need to tie this back to the question,  
19 an alternate method of interconnection. So  
20 something other than those three methods of  
21 interconnection would be something alternate to  
22 those.

23 And right now it seems as though -- it  
24 appears as though we have, for the most part,  
25 methods pretty much covered, since Qwest is willing

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1 to build them under the entrance facility method.  
2 We're willing to build halfway to them, and they  
3 can build halfway to us, or they can actually  
4 co-locate within the Qwest Central Office.

5 So we put this technical feasibility -- some  
6 other technically feasible method in there to cover  
7 maybe some other creative method of interconnection  
8 that we haven't captured in those three.

9 Q So those are the only three methods that  
10 Qwest considers technically feasible?

11 A So far Qwest has not received any requests  
12 for something other than those three that has been  
13 technically feasible.

14 Q I am sorry. That wasn't my question. Based  
15 on what you are saying, and based on how you  
16 explain it in this sentence, is it fair to say that  
17 Qwest considers only those three methods, the three  
18 methods you just mentioned, the only three  
19 technically feasible methods of interconnection?

20 A Qwest is not limited to those three. That's  
21 why Qwest has also offered the bona fide request  
22 process, which would allow the carrier to come in  
23 and request something that is different than those  
24 three.

25 Q So does that mean if it's different than



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1 those three it's not, by definition, technically  
2 infeasible, correct?

3 A That's my understanding, yeah.

4 Q Just out of curiosity, does Qwest operate an  
5 optical network?

6 A I am sorry. Repeat that.

7 Q Does Qwest operate an optical network?

8 A It's -- Qwest's network has optical aspects  
9 of its network as an entire network, yes.

10 Q Within the state of Washington, does Qwest  
11 operate an optical network?

12 A Qwest operates fiber optics within  
13 Washington, yes.

14 Q Is that throughout the state, or just in  
15 certain portions of the state? Do you know?

16 A I think, for the most part, it is throughout  
17 the state. I don't know. It depends on what your  
18 definition is of throughout the state. We use a  
19 lot of fiber optic transaction ports in both  
20 Spokane and Seattle LATAs.

21 Q Does Qwest sell fiber optic transport to  
22 other carriers?

23 A It has the capability to. I don't know if  
24 there's -- what customers Qwest has in Washington  
25 that are fiber optic customers.

0766

1 Q Does -- would you happen to know if Qwest's  
2 tariffs contain rates, terms, and conditions for  
3 fiber optic services?

4 A I would assume they would have some, but I  
5 have not reviewed any of those tariffs.

6 Q In the circumstance that Qwest were to sell  
7 fiber optic service to another carrier, is it  
8 possible that those carriers would have to  
9 interconnect at a fiber optic level?

10 A Could you repeat that question?

11 MR. CECIL: Could you read that back,  
12 please.

13 (Record read back.)

14 THE WITNESS: Well, and I think the  
15 terminology might be a little confusing in that  
16 when I look at interconnection, I look at  
17 interconnection to Qwest's network for the exchange  
18 of traffic. Selling transport, fiber optic  
19 transport does not necessarily require  
20 interconnection with Qwest.

21 Q BY MR. CECIL: I was using the term  
22 generically, not as a statutory term. I wasn't  
23 trying to trip you up. I was just curious.  
24 Carriers have to connect networks, right? Whether  
25 they do so pursuant to a tariff or an

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1 interconnection agreement, correct?

2 A They would have to interconnect. I mean,  
3 like I said, if they want to purchase fiber optic  
4 transport, they can purchase fiber optic transport.  
5 But that is not necessarily interconnection.

6 Q I didn't use that term, and that wasn't my  
7 question.

8 MR. CECIL: Could you read my original  
9 question back, please?

10 (Record read back.)

11 THE WITNESS: That would be correct.

12 Q BY MR. CECIL: Moving on, I would like to  
13 explore as briefly as we can, some of your  
14 testimony on Level 3's request to send all  
15 traffic -- to terminate traffic, additional traffic  
16 over the interconnection trunks. And I was  
17 wondering if you could turn to page 18 of your  
18 direct testimony.

19 A (Complies.) I am there.

20 Q I believe Mr. Easton referred some questions  
21 to you regarding the use -- Level 3's proposed  
22 contract language, and the concept of terminating  
23 interexchange traffic. And using our terms as B, 1  
24 plus dial traffic originating on a wire line  
25 network, carried by a retail long distance carrier,

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1 something we would also consider a retail  
2 interexchange carrier, where Level 3 would  
3 terminate that traffic over the existing local  
4 interconnection network with Qwest. And I just  
5 want to make sure we're on the same page.

6 Do you recall that, and do you recall that  
7 discussion?

8 A Yes, I do recall the discussion.

9 Q You were in the room for that discussion  
10 yesterday?

11 A Yes, I recall that discussion.

12 Q You were in the room for that discussion?

13 A I think, for the most part, I was. I may  
14 have stepped out for part of it. I am not 100  
15 percent sure if I was in for all of it, but I think  
16 I was.

17 Q Let me see if I can get a couple of basic  
18 concepts in mind here, so we can agree on terms.  
19 Hopefully we can shortcut the discussion here.

20 I want to make sure we have common  
21 understanding. In the case where a switch connects  
22 to other switches -- so it's what we would call a  
23 trunk-to-trunk connection, a switch that provides  
24 trunk-to-trunk connections, would you call that a  
25 tandem switch?

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1           A    A tandem switch does provide trunk-to-trunk  
2    type connections, but a --

3           Q    So your answer is "yes" -- I am sorry.  Go  
4    ahead.

5           A    That's okay.

6           Q    So is your answer "yes"?

7           A    A tandem switch does provide that  
8    functionality.  That is one of the functionalities  
9    of a tandem switch.

10          Q    As we understand that term, tandem in the  
11    industry, is it generally agreed that that is the  
12    primary criterion by which we would determine and  
13    agree that a switch is a tandem?

14          A    Yes.  But I believe there are different  
15    types of tandem switches.

16          Q    Okay.  There's local tandem on Qwest's  
17    network, and there are access tandem, correct?

18          A    Within a local network, yes.  But there are  
19    also interexchange carrier tandem switches as well.

20          Q    Interexchange carrier tandem switches, what  
21    do you mean by that?

22          A    An interexchange carrier switch essentially  
23    does a similar function to a tandem switch, which  
24    is it switches trunk to trunk.  So a tandem switch  
25    is not exclusively a function of a local network.

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1 It can also be utilized in the toll networks  
2 as well.

3 Q And whether it's in the local network or  
4 toll network, the functionality, according to your  
5 testimony, is analogous? They are both trunk to  
6 trunk?

7 A A tandem switch would route trunk to trunk.

8 Q So in the case where a tandem switch routed  
9 to, say, all of the end office switches in a local  
10 calling area or in an entire LATA, that would be  
11 providing analogous functionality to what the Qwest  
12 switches provide -- Qwest's tandem switch would  
13 provide then?

14 A That function could also be provided through  
15 an interexchange carrier switch, or long distance  
16 switch as well.

17 Q So is that a "yes"?

18 A I guess it's a "yes" with the qualification  
19 that toll switches also do a similar function  
20 as well.

21 Q And these are analogous functions?

22 A I think it's a matter of what network that  
23 switch is located in. If it's the LEC network or  
24 if it's the interexchange carrier's network.

25 Q What do you mean?

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1           A    What do I mean by what?  I guess I'm not  
2    clear on the question.  Could you clarify it,  
3    please?

4           Q    On what you just said --

5                    JUDGE RENDAHL:  Why don't you state a full  
6    question based on your understanding of what he  
7    said, Mr. Cecil, and that might move things  
8    forward.

9                    MR. CECIL:  Certainly.  Let me consider  
10   whether I can restate this.

11                   JUDGE RENDAHL:  And -- would this be a good  
12   time for a break?

13                   MR. CECIL:  Let's do that.

14                   JUDGE RENDAHL:  Let's take a 10-minute  
15   break, and be back on at 10 to 11.  Off the record.

16                                       (Brief recess.)

17                   JUDGE RENDAHL:  Let's be back on record.

18                   We're back after the mid-morning break, and  
19   we're continuing with the cross-examination of  
20   Mr. Linse.

21                   Mr. Cecil.

22                   MR. CECIL:  Thank you, Your Honor.

23           Q    BY MR. CECIL:  Mr. Linse, do you have any  
24   experience with billing between carriers?

25           A    No, I don't have experience with billing

0772

1 between carriers.

2 Q So unlike Mr. Greene, you have never been  
3 personally involved in the mediation process?

4 A No, I have not been personally involved  
5 with -- as I recall in Mr. Greene's -- in fact, I  
6 don't know if it was Mr. Greene -- but the  
7 discussion on mediation yesterday.

8 MR. CECIL: That's it, Your Honor. That's  
9 all I have.

10 JUDGE RENDAHL: True to your word. It was  
11 15 or less.

12 Is there any redirect for the witness?

13 MR. DETHLEFS: Yes, Your Honor. I just have  
14 a couple of questions.

15

16 REDIRECT EXAMINATION

17

18 BY MR. DETHLEFS:

19 Q Mr. Linse, you were asked questions about  
20 Qwest's wholesale dial product --

21 MR. CECIL: Objection; I never asked about  
22 that product.

23 MR. DETHLEFS: Very early in his  
24 testimony --

25 MR. CECIL: Oh, wholesale -- that's right.



0773

1 I withdraw it.

2 JUDGE RENDAHL: That was yesterday.

3 MR. CECIL: Sorry.

4 Q BY MR. DETHLEFS: Which Qwest entity offers  
5 wholesale dial?

6 A QCC, which is Qwest Communications  
7 Corporation.

8 Q Is wholesale dial offered by Qwest  
9 Corporation, ILEC?

10 A No, it is not.

11 Q You were asked this morning a number of  
12 questions concerning interexchange calls. If a  
13 call is between two local calling areas within the  
14 same LATA, would you consider that to be an  
15 interexchange call?

16 A Yes, I would.

17 MR. DETHLEFS: Those are all the questions  
18 I have, Your Honor.

19 JUDGE RENDAHL: Do you have any recross  
20 based on that?

21 MR. CECIL: No.

22 JUDGE RENDAHL: With that, I have a few  
23 questions, Mr. Linse.

24

25

1

## EXAMINATION

2

3

BY JUDGE RENDAHL:

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5

6

Q You were in the room when I asked three of the prior witnesses about various terms, were you not?

7

A Yes, I was.

8

9

10

11

12

Q And you have talked about your definition of toll and interexchange this morning, so I won't go through that again. But I do want to get your thoughts on the term "access" and "switched access," and what those mean.

13

14

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16

17

A Switched access is the traffic that an interexchange carrier would send to Qwest, or traffic that would be sent from Qwest to an interexchange carrier. And this would -- that would probably be the simplest definition.

18

19

20

Q And access means essentially the same thing, or is the term switched with access, does that change the meaning at all?

21

22

23

24

25

A Well, access, I think, can be used very broadly. Like in the terms of switched access, switched access is, you know, the long distance access into the local network. Where access could be interpreted as a local access as far as how do I

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1 access the local switch, which would be access  
2 through the loop. That would not necessarily be a,  
3 quote, long distance type access. It's more  
4 generalized.

5 Q But if you are talking about charges a  
6 carrier might pay, if you are talking about access  
7 charges, does that have a specific meaning?

8 A Then I would associate that with, like, the  
9 switched access.

10 Q Okay. And you have heard the other  
11 witnesses talk about their understanding of  
12 exchange, local calling area, rate center, and wire  
13 center. Did you have anything -- did you  
14 understand those terms differently than they did?  
15 Do you have anything to add to that?

16 A No. Mr. Easton, I think, accurately  
17 captured the wire center and rate center questions.

18 Q If you could turn to your direct testimony,  
19 which is 91 T, page 9, please. It's the same  
20 sentence that Mr. Cecil was focusing on about the  
21 local tandem.

22 A Yes.

23 Q How many local tandems of the type you are  
24 talking about here, the pure local tandem, does  
25 Qwest have in Washington that can't route toll

0776

1 traffic?

2 A I think there's about four or five.

3 Q And do you know where those are?

4 A I have a list of them on my computer. Let  
5 me think of the cities now. You know, I can't  
6 think of the cities now. I was looking at them  
7 before, but I don't have those on the tip of my  
8 tongue right now.

9 Q Not in the random access memory in your  
10 brain?

11 A Yes.

12 Q Are they spread throughout the state, or are  
13 they grouped in one area?

14 A I think they are pretty much spread across  
15 the state. I think there are probably more of them  
16 in the Seattle area than like in the Spokane area.

17 Q I now want to turn to this issue of  
18 recording. And I know that Mr. Easton is more of  
19 the billing expert than you are. But I think  
20 there's some technical aspects of this. Do you  
21 have in front of you Qwest's response to Bench  
22 Request 2?

23 A No, I don't believe I do.

24 JUDGE RENDAHL: Do you have a copy,  
25 Mr. Smith?

0777

1 MR. SMITH: Well, I probably do.

2 JUDGE RENDAHL: Let's be off the record for  
3 a moment while we get an extra copy.

4 (Discussion off the record.)

5 JUDGE RENDAHL: So let's be back on the  
6 record.

7 Q BY JUDGE RENDAHL: I am going to, while we  
8 make copies of the Bench Request response for  
9 everyone, I am going to ask another question about  
10 another area.

11 If you go to page 21 of your direct, and  
12 that's 91 T. And if you look at that paragraph  
13 beginning on line 3, and this is talking about the  
14 types of recording traffic. I understand one is,  
15 it says, "based on SS7 signaling, or a link  
16 monitoring recording based on SS7 signaling."  
17 That's on line 6. Do you see that?

18 A Yes, I see that.

19 Q What does that mean?

20 A Well, essentially, the network is made up of  
21 switches. And those switches are connected by  
22 voice trunks, or facilities that allow your  
23 conversation path to be transported. In order to  
24 set up the connections between switches there's a  
25 system called SS7, or the signaling system 7.

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1           And so essentially what happens is the  
2 switches communicate with information to set up and  
3 tear down calls when you call -- when you pick up  
4 your receiver, dial numbers, have your  
5 conversation, and hang up the phone. That SS7  
6 network manages when you make that call, and then  
7 when you terminate or -- or when you complete and  
8 end the call.

9           Q   And are those messages sent on the trunks  
10 just on a different frequency, or are they sent  
11 through some other network?

12          A   It's a whole other network. It's separate  
13 network from the voice trunks that connect between  
14 the switches. So essentially, with that you can  
15 capture certain types of information that would  
16 allow you to record like the dial digits, and call  
17 duration, things like that.

18           Now, on the other method, which is the  
19 switch based method which utilizes the conversation  
20 length of the actual trunk that connects the two  
21 switches, as well as information that is internal  
22 to the switch processing.

23           And so you actually end up having two  
24 separate types of recordings that you can obtain  
25 from a call, either the SS7 based information or

0779

1 the switch based information.

2 Q And my understanding, from the testimony in  
3 the record, is that Feature Group D software uses  
4 the switch based recording, and the LIS or LIS  
5 local interconnection service trunk software uses  
6 the SS7 based recording; is that correct?

7 A That's correct.

8 Q And your discussion -- or the discussion of  
9 the Bench Request response that we're going to talk  
10 about, which is marked as Exhibit 123, talks about  
11 the difficulties of making changes to those -- to  
12 the software to allow either the SS7 system to be  
13 put on the Feature Group D, or the switch based  
14 system to be included in the LIS software.

15 Is that your understanding? And I think we  
16 now have the response in front of you. You might  
17 want to turn to page -- this is attachment A to  
18 what has been marked as Exhibit 123. If you turn  
19 to page 3.

20 A Okay.

21 Q Actually, it starts on page 2 in that last  
22 paragraph. And I think this starts from a  
23 discussion in your testimony about significant  
24 investment, and reworking the billing systems and  
25 processes. And this delves into more detail; is

0780

1 that correct?

2 A Yes, that's --

3 Q Did you have any input into responding to  
4 this Bench Request?

5 A Yes, I did.

6 MR. SMITH: Your Honor, I would note, I  
7 think the first page was double sided, and we --

8 JUDGE RENDAHL: So we're missing the second  
9 page.

10 MR. WILLIAMSON: Is that a problem?

11 JUDGE RENDAHL: Well, it is for those who  
12 don't have it. For purposes of sharing with the  
13 witness, the information I want to delve into is  
14 not on page 2. But the cross-reference to the  
15 testimony, to Mr. Easton's testimony is on page 2,  
16 which I will hand to the witness.

17 MR. SMITH: He has the one with a second  
18 page.

19 JUDGE RENDAHL: Off the record.

20 (Discussion off the record.)

21 JUDGE RENDAHL: Back on the record.

22 Q BY JUDGE RENDAHL: So on page 3, starting at  
23 the top it references three different types of  
24 billing systems or ways of communicating this  
25 information. One is the integrated access billing



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1 system, or IABS, and there's a cross -- Cross 7,  
2 maybe Cross 7, and the trunk usage measurement  
3 setup, or TUMS.

4 I just want to test whether my understanding  
5 is correct of how this works. The Cross 7 system  
6 is that SS7 recording system we were talking about,  
7 correct?

8 A That is correct.

9 Q And TUMS is used in relation to the Cross 7  
10 system?

11 A I believe that's the case. Just to be  
12 clear, my knowledge tends to end where that SS7  
13 ends. So when it goes into TUMS, I am kind of lost  
14 when it goes into that system.

15 Q Well, I think I am not going to be delving  
16 too much past your knowledge of this. Does the  
17 Cross 7 recording system then flow into TUMS, or is  
18 it the reverse?

19 A It would be -- the information from Cross 7  
20 would flow into that TUMS, or a system like TUMS.

21 Q So where it says in the paragraph referring  
22 to TUMS, TUMS is an application which loads LIS  
23 trunk data into Cross 7. That's where I got  
24 confused, because I was assuming that the trunk  
25 data was the Cross 7 data, and then loading it into

0782

1 Cross 7 confused me. So is there some way for you  
2 to clarify that?

3 A Where are you seeing the TUMS reference?

4 Q On the third page of the --

5 A There we go. I see it.

6 Q Do you see where I am talking about?

7 A Third paragraph down?

8 Q Yes.

9 A Okay. (Reading document.)

10 Q And if you don't know, I can ask a Bench  
11 Request and get it clarified.

12 A That, I think, would be best.

13 Q I may do that. And then in terms of how the  
14 IABS interconnects with this, the switch recordings  
15 on the Feature Group D system would then be loaded  
16 into the IABS systems to create the bills?

17 A That's correct.

18 Q So as far as my confusion on the Cross 7 and  
19 TUMS is kind of the same. Which system creates the  
20 bills, and which system creates the recordings?  
21 And I will develop a Bench Request and send it out  
22 to Qwest on that.

23 A So that is the Bench Request you are going  
24 to be asking?

25 Q Yes. So you don't need to answer that

0783

1 today, because I think we're both confused on that  
2 and I don't want to confuse the record.

3 And then if you look at page 22 of your  
4 testimony, which is the direct, 91 T.

5 A Okay.

6 Q At lines 11 through 17, this is a discussion  
7 about why Cross 7 was developed. And my question  
8 to you is, do you know if other ILECs or RBOCs  
9 across the country developed their billing systems  
10 between interconnection and Feature Group D trunks  
11 similarly to Qwest? So do other RBOCs use a Cross  
12 7 for LIS and the switch based for access traffic?

13 A I'm not sure if they have. With the need to  
14 record minutes of use for local traffic that is  
15 essentially exchanged between LECs or companies  
16 like Qwest and competitive companies, there should  
17 be some method of recording those minutes of use  
18 based on the provisions of the actor.

19 However, we came to the point where we had  
20 to establish a reciprocal compensation, so we had  
21 the need to develop a way to measure those minutes  
22 of use. So I don't know if they have actually  
23 deployed a like monitoring system out there for  
24 other RBOC's.

25 However, I don't believe the Cross 7 system

0784

1 was developed exclusively for Qwest. It was  
2 developed by a company called Agulent, so my --  
3 knowing that it was a third party that developed  
4 that software, that capability, that it would be  
5 provided to other carriers, whether it's the other  
6 RBOCs, I'm not clear on who would have that. But I  
7 believe it would be available to other carriers.

8 Q And I hate to ask you to do this on the  
9 stand, but can you spell Agulent, or do you know?

10 A A-g-u-l-e-n-t, I believe.

11 Q I just have a few more. On page 25 on lines  
12 18 -- 17 and 18, you say that all that Level 3  
13 needs to do is convert its LIS trunks to Feature  
14 Group D trunks. Do you know what Level 3 might  
15 have to do other than ordering different software?

16 A Actually there is very little that Level 3  
17 would actually have to do, because the software  
18 that characterizes those trunks is located within  
19 Qwest's switches. There is no software in Level  
20 3's switch that would essentially recognize that  
21 that trunk is any different than the LIS trunk.  
22 It's on the Qwest side of the trunk. All of that  
23 software is contained.

24 So to the extent that Level 3 has 30,000  
25 trunks with Qwest in Washington, the fact that some

0785

1 of those trunks may be Feature Group D with the  
2 combined functionality to also receive local  
3 traffic over those trunks would be  
4 very insignificant to Level 3's routing or switch  
5 maintenance.

6 Q Well, similar to your discussion about the  
7 implications for Qwest billing system and sort of  
8 the off-network impacts of this, do you have any  
9 idea what -- have you had any discussions with  
10 Level 3 about what Level 3's off-network impacts  
11 would be?

12 A I don't think they would be any different  
13 than what they are today. We haven't had the  
14 discussion with Level 3, or at least I personally  
15 have not had that discussion with Level 3. But  
16 their operation today manages traffic through other  
17 networks, such as their Wiltel network. And it  
18 doesn't appear as though there would be much  
19 difference under Qwest's language versus under  
20 Level 3's language.

21 Q But if they are using language off the Cross  
22 7 system, like you are now, and they would have to  
23 switch to the switch based system and a different  
24 billing system in connection to Qwest's billing  
25 system, do you think that might cause an impact for

0786

1 Level 3?

2 A I don't believe that has an impact, because  
3 the software is contained in Qwest's switch.  
4 There's no software that is modified in Level 3's  
5 switch. The trunks essentially look the same to  
6 Level 3. They maintain the same recording  
7 capabilities that they have today. Nothing changes  
8 with those trunks on the Level 3 side of the  
9 network.

10 Q Well, that might be worth pursuing through a  
11 Bench Request with Level 3. On page 26 you use a  
12 term on line 20, quote, unquote, one off, as in a  
13 one off solution. What did you mean by that?

14 A What I meant by that is it's a -- it would  
15 be a solution that is -- has not been requested or  
16 utilized by other carriers that connect with Qwest.  
17 So in other words, Level 3 would be the only  
18 carrier that would have that capability.

19 Q If you turn to your reply testimony on  
20 page -- that's Exhibit 93 T on page 18.

21 A (Complies.)

22 Q And in that language at the bottom on line  
23 21, there's a term common channel signaling access  
24 capability service. And what is that?

25 A That is our SS7 capability.

0787

1           Q    And this is in the section about quad links.  
2    And, again, I think when he asked this question of  
3    Mr. Wilson about whether there's truly an issue  
4    here, his response had to do with more of an issue  
5    of resources than it is of -- well, I will leave it  
6    at that.

7                    I understood his response to be this is  
8    really an issue of resources.  It doesn't seem to  
9    me that the parties disagree about whether more  
10   than a single SS7 quad link is required, but it  
11   seems there's more involved here than just that.  
12   What is the issue here?

13           A    That's a very good question, because when I  
14   listened to Mr. Wilson's testimony he appeared to  
15   describe a requirement that Qwest would need to  
16   have more than one set of quad links.

17           Q    Is that his testimony yesterday, or his  
18   testimony at the technical conference?

19           A    His testimony yesterday when he talked about  
20   it being a matter of resources, that it was more of  
21   a -- required more than one set of quad links would  
22   require more resources on Level 3's side -- or for  
23   Level 3's network.

24                    And Qwest, as far as I know -- and I have  
25   not heard anything different -- doesn't require

0788

1 anything more than a single set of quad links if  
2 they wish to connect their signaling network with  
3 Qwest's signaling network. Now, if unbundled  
4 signaling is not an issue here, Qwest is fine with  
5 that.

6 So then I am struggling, myself, with what  
7 it is that Level 3 is requesting of Qwest. Because  
8 Qwest doesn't require anything more than -- as  
9 Qwest's language describes, it provides signaling  
10 under the standards of the industry, as well as out  
11 of our tariffs. And our tariffs do not explain  
12 that there needs to be any more than a single set.

13 Q So to clarify for the record, and I think it  
14 may be clear in the technical conference  
15 transcript, when you talk about a single set of  
16 quad links, that involves, in a sense, two  
17 connections from carrier A's side to carrier B.  
18 And two trunks or lines or connections from carrier  
19 B's side to Carrier A's side. That is a quad link,  
20 four connections crossing the SS7 -- or the STPs?

21 A That's correct. The connection between  
22 Level 3's STPs, and those are signaling transfer  
23 points, and Qwest's STPs, or signaling transfer  
24 points.

25 Q So would there be a need in Qwest's mind to



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1 have, for the local or LIS service, a single set of  
2 quad links. And for access service or for access  
3 trunks, another set of quad links, or is just a  
4 single set of quad links to serve both types of  
5 traffic, is that how it's used?

6 A That's how it's used. With a single set  
7 would handle both local and nonlocal traffic. And  
8 in the tariffs it talks about what charges apply to  
9 those types of messages. And I think it segregates  
10 them out as far as access messages versus other  
11 messages.

12 JUDGE RENDAHL: Well, that is, I think, all  
13 I have.

14 Mr. Williamson, do you have anything.

15 MR. WILLIAMSON: Yes, I do.

16

17 EXAMINATION

18

19 BY MR. WILLIAMSON:

20 Q I believe all the Level 3 people have  
21 testified that they were willing and have made an  
22 agreement that they would send transit traffic over  
23 a separate Feature Group D trunk group to Qwest, or  
24 possibly over a separate IXC to resolve the issue  
25 with transit traffic. And so I am struck with the

0790

1 need to add CIC code capability to Cross 7 if  
2 there's no transit traffic that needs to see the  
3 CIC code. Does that resolve the issue with the  
4 Cross 7 billing?

5 A And it's not necessarily the system itself.  
6 It's the downstream system's work that needs to  
7 occur. So Cross 7 needs to identify the CIC code.  
8 And in most cases, LECs or competitive local  
9 exchange carriers, don't necessarily have a CIC  
10 code. And so we have to find another method, and I  
11 think typically it's like an operating company  
12 number. And it's associated with an NPA-NXX of  
13 that particular company.

14 So you have got two different types of  
15 regimes that you fall under where local exchange  
16 carriers are typically associated with the numbers  
17 that they utilize in order to provide services to  
18 their end users. And so the routing of that local  
19 traffic is based on NPA-NXX --

20 So because the LECs are based -- provide  
21 service in that manner, then the association of  
22 those LECs are based on that number, or based on  
23 the OCN, operating company number. And whereon the  
24 Feature Group D side, or the long distance side  
25 those carriers, they don't have telephone numbers.

0791

1 They just route long distance traffic. So they  
2 don't necessarily assign telephone numbers. So  
3 that's why we have come to know and identify them  
4 with carrier identification code.

5 And so the systems are built differently  
6 based on a LEC, and the telephone numbers it uses  
7 versus the interexchange carrier and the carrier  
8 identification code that it uses. And those enter  
9 the systems, and are treated differently because of  
10 the nature of the companies, local versus long  
11 distance.

12 Q I am sorry. I am still confused. If  
13 there's no transit traffic bound through Qwest's  
14 tandem, which would carry a CIC code or should  
15 carry a CIC code and the combination of the other  
16 traffic, do you still need the ability to see a CIC  
17 code in the Cross 7 system?

18 A Well -- and it's not a matter of the CIC  
19 code. It's a matter of the system's ability to  
20 develop a record that would be able to share with  
21 another party, or even develop that access record  
22 within Qwest, as well as that these -- the piece  
23 about the UNE-P or QPP portion where Qwest  
24 wholesale switching, those NPA-NXXs look like Qwest  
25 NPA-NXXs. So, therefore, it's virtually impossible

0792

1 to get around Qwest's switch, because Qwest's  
2 switch does serve those customers.

3 In addition, the language that Level 3 has  
4 proposed for the transit limitation essentially  
5 says that Level 3 will not send traffic that is  
6 homed to Qwest switches. And when you look at a  
7 tandem and end office subtending arrangement, the  
8 industry, if you look into the LERG, the LERG uses  
9 subtending arrangements, or homing arrangements as  
10 far as telephone numbers that home off of Qwest  
11 tandems, but are actually independent company type  
12 numbers.

13 And so the interpretation of that is that  
14 the NPA-NXXs could be sent to Qwest's tandem  
15 without the information that is needed in order to  
16 render the bill to that independent company, or  
17 that other company. Does that make sense?

18 Q Well, I guess we will leave it at, you may  
19 or may not receive a CIC code, or may or may not  
20 need the capability of reading the CIC code in  
21 Cross 7, depending on how the traffic is sent to  
22 you?

23 A And Cross 7 does not utilize a CIC code in  
24 the manner like a Feature Group D trunk would use a  
25 CIC code.

0793

1           Q    I understand.  We will leave it at that.  
2           Pages 5 and 6 of your reply testimony at the  
3           bottom, you talk about the reduction of phantom  
4           traffic in regards to routing over Feature Group D.

5                     Can you explain how that would help with  
6           tandem traffic?  And realizing that in the phantom  
7           traffic case that's gone on here at the Commission,  
8           it's been stated that CIC codes aren't always sent  
9           as they should be.  In fact, you just stated that  
10          again.  If that's the case, how will routing over  
11          Feature Group D actually help?

12          A    Well, the phantom traffic is not necessarily  
13          restricted just to calls and the signaling of  
14          calls.  Phantom traffic, as I understand phantom  
15          traffic, is essentially the inability for a carrier  
16          to appropriately bill for the traffic that it is  
17          receiving.  So it either doesn't receive the  
18          signaling information, or it doesn't receive a  
19          record.  The record is what the industry has  
20          developed as a method of exchanging the information  
21          in order for carriers to compensate one another.

22                     The signaling is just -- is information, and  
23          the purpose of the information is essentially to  
24          set up and tear down the calls that occur between  
25          the two networks.  So the main focus of phantom

0794

1 traffic should be around obtaining the appropriate  
2 records not necessarily the signaling information,  
3 because certain signaling information, although  
4 Qwest will pass on the signaling information it  
5 receives, there's certain types of signaling  
6 information that is only used for routing purposes.  
7 Such as the transit network selection parameter in  
8 the SS7 field is a parameter that tells the tandem  
9 switch which interexchange carrier do I send this  
10 call to. That's all part of the equal access  
11 capabilities of our end office switches.

12           And so when that -- once that tandem  
13 receives that transit network selection parameter,  
14 the only purpose of the transit network selection  
15 parameter is to point that call to the appropriate  
16 interexchange carrier.

17           Once that transit network selection  
18 parameter, or once that carrier has been selected  
19 and the call routed, there's no need for that  
20 parameter. In fact, if you were to see that  
21 parameter coming back from an interexchange  
22 carrier, since it is a routing signaling parameter,  
23 the tandem would essentially want to send it back  
24 to that same interexchange carrier because it's  
25 receiving information that says send this traffic

0795

1 to this particular interexchange carrier.

2 So ultimately, theoretically you would end  
3 up with a loop where you would end up looping that  
4 call back and forth to the interexchange carrier if  
5 it were to be forwarded on. That's one of the  
6 examples of the types -- quote, the types of  
7 information that may not be forwarded on with a  
8 call, but --

9 JUDGE RENDAHL: With a what?

10 THE WITNESS: With a call, a particular  
11 call. But the phantom traffic issue is more  
12 appropriately framed around the records that are  
13 exchanged between carriers, because there's always  
14 an exception to the rule as far as the signaling  
15 and how signaling flows through the network.  
16 Although the majority of information does get --  
17 does flow from one carrier to another, there are  
18 certain exceptions to that rule essentially.

19 Q BY MR. WILLIAMSON: I guess my question --  
20 and maybe you answered it and I missed it -- what  
21 in Feature Group D would allow you to resolve  
22 phantom traffic that you don't resolve with a LIS  
23 trunk, and the information you get from signaling?

24 A What that resolves with Feature Group D,  
25 that record is created at the switch. It's a

0796

1 switch based recording. It's established when the  
2 call is made into the network, and the process  
3 flows such that those terminating carriers will  
4 sever the record. With LIS type recording, that --  
5 the creation of that record does not happen.

6 Q Is that created at the tandem?

7 A For the Feature Group D?

8 Q Right.

9 A That's correct. That is created at the  
10 tandem.

11 Q Okay.

12 A And it's -- let me kind of clarify. For  
13 incoming traffic that is coming into the tandem and  
14 terminating to an independent company, that traffic  
15 is recorded at the tandem.

16 For traffic going in the other direction, so  
17 if it was a call that originated with an  
18 independent company through Qwest's tandem, that  
19 recording would be created at the end office of the  
20 independent. Same thing for a CLEC, such as Level  
21 3. If they originated a presubscribed  
22 interexchange call, it would come into Qwest's  
23 tandem. Level 3 would provide that recording, and  
24 then traffic coming into Qwest's tandem to Level 3  
25 from an interexchange carrier, then that recording



0797

1 would take place at the tandem. So it depends on  
2 which direction the call flows.

3 Q Has Qwest then looked at asking all  
4 carriers, all local carriers that they interconnect  
5 with to connect to Feature Group D to resolve the  
6 issue? Other local carriers that you normally  
7 connect with, other CLECs, other LECs?

8 A Well, Qwest's contract provisions allow for  
9 other carriers, if they so choose, they could opt  
10 into either a Level 3 or our proposed Level 3  
11 contract, or we currently have a contract with AT&T  
12 that allows a CLEC to route both the local and  
13 Feature Group D traffic over a Feature Group D  
14 trunk.

15 So we haven't pushed it on carriers per se,  
16 but it is available to them if they wish to opt  
17 into those contracts.

18 Q And I have one last one, hopefully a shorter  
19 one than that one.

20 Given the cost that you have estimated to  
21 add the systems to the LIS trunks for billing --  
22 and maybe we have asked this in another way --  
23 wouldn't it be possible to use factors cheaper  
24 than, for billing purposes as Level 3 has  
25 suggested, other than to have to convert to Feature

0798

1 Group D type signaling for LIS trunks?

2 A Well, I think Mr. Easton might be the better  
3 one to address. He's pretty good on explaining  
4 how -- why the factors are not as efficient and  
5 accurate as the actual recordings that the Feature  
6 Group D trunks would make.

7 MR. WILLIAMSON: Well, we will leave it at  
8 that.

9 JUDGE RENDAHL: Are there any questions  
10 based on our questions for the witness?

11 MR. CECIL: Just a couple, Your Honor.

12 JUDGE RENDAHL: Go ahead.

13

14 RE CROSS EXAMINATION

15

16 BY MR. CECIL:

17 Q Mr. Linse, you mentioned the loop back  
18 situation where you said a looped call happens when  
19 multiple IXCs are involved in a call. Do you  
20 recall that?

21 A That --

22 Q When you were just talking to  
23 Mr. Williamson --

24 A That explanation was where theoretically, if  
25 a TNS parameter was sent to Qwest from an

0799

1 interexchange carrier, that theoretically the  
2 switch would attempt to loop that back to that same  
3 interexchange area.

4 Q That's called loop back, l-o-o-p, b-a-c-k.  
5 That's how it's referred to in the industry?

6 A That's what I referred to it just now. I  
7 don't know if that's an industry use.

8 Q Well, an industry lawyer knew what you  
9 meant.

10 JUDGE RENDAHL: And you used the term  
11 "ATNS"?

12 THE WITNESS: "TNS."

13 JUDGE RENDAHL: So "a TNS" parameter?

14 THE WITNESS: Transit network selection  
15 parameter.

16 Q BY MR. CECIL: Do you know whether loop back  
17 is reduced when there are fewer IXCs involved in  
18 the call?

19 A As I said, the number of interexchange  
20 carriers involved in a call has no bearing on  
21 whether or not the TNS parameter is provided to  
22 Qwest over an interexchange carrier trunk, and is  
23 only a theoretical concept if an interexchange  
24 carrier would send Qwest a TNS parameter.  
25 Interexchange carriers do not send Qwest TNS

0800

1 parameters. Local exchange carriers are the  
2 carriers that send Qwest the TNS parameter.

3 Q So you are saying loop back is a theoretical  
4 problem. It's not one that occurs right now on the  
5 network?

6 A Not based on the description that I am  
7 given.

8 Q So you don't know, outside of your  
9 description, whether or not it occurs?

10 A There may be some other form of loop back  
11 that you are maybe referring to that I am not --  
12 that I have not described.

13 MR. CECIL: No further questions.

14 JUDGE RENDAHL: Are there any further  
15 questions for Mr. Linse?

16 MR. DETHLEFS: No, Your Honor.

17 JUDGE RENDAHL: Thank you very much,  
18 Mr. Linse.

19 Let's be off the record while we change  
20 witnesses.

21 (Discussion off the record.)

22 JUDGE RENDAHL: Let's be back on the record.  
23 We're going to start with the cross-examination of  
24 Mr. Brotherson. But before we do that,  
25 Mr. Brotherson, could you please state your full

0801

1 name for the record.

2 THE WITNESS: Larry Brotherson.

3 JUDGE RENDAHL: And raise your right hand,  
4 please.

5

6 LARRY BROTHERSON,  
7 produced as a witness in behalf of Qwest, having been  
8 first duly sworn, was examined and testified as  
9 follows:

10

11 THE WITNESS: I do.

12 JUDGE RENDAHL: Go ahead and lay a  
13 foundation.

14

15 DIRECT EXAMINATION

16

17 BY MR. SMITH:

18 Q Mr. Brotherson, by whom are you employed?

19 A Qwest Corporation.

20 Q And in this case did you cause to be filed  
21 two pieces of testimony, marked replacement direct  
22 testimony, which I believe has been marked as  
23 Exhibit 51 T, and reply testimony marked as 59 T?  
24 And I will represent to you 51 T and 59 T are the  
25 numbers that have been assigned to these.

0802

1 A I did.

2 Q And in connection with the direct testimony,  
3 and as a result of the technical conference, have  
4 you also caused to have what I think are eight  
5 attached exhibits -- seven attached exhibits, I am  
6 sorry, to the replacement direct testimony marked  
7 52 through 58?

8 A I am not sure I match up with your  
9 numbering. When I filed them they were numbered 1  
10 through 8, and so the 50 series is not --

11 Q Maybe I could quickly identify them. 52 is  
12 what was LBB 2. No. 53 is what was LBB 3, 54 is  
13 what was LBB 4, 55 was LBB 5, 56 is LBB 6, 57 LBB  
14 7, 58 LBB 8.

15 A All right.

16 Q Did you cause those to be filed as well?

17 A I did.

18 Q If I were to propound to you the questions  
19 set forth in your prefiled testimony, recognizing  
20 that certain portions of those pieces of testimony  
21 were struck yesterday, would your responses to the  
22 remaining portions of your testimony be the same  
23 today?

24 A They would.

25 Q Do you have any updates or corrections that

0803

1 you need to make to that testimony?

2 A I do not.

3 MR. SMITH: With that, Your Honor, we would  
4 offer, subject to cross-examination, the two pieces  
5 of testimony, 51 T and 59 T, and then the attached  
6 exhibits which are Exhibits 52 through 58, subject  
7 to cross-examination.

8 JUDGE RENDAHL: Is there any objection to  
9 those exhibits being admitted?

10 MR. THAYER: No objections.

11 JUDGE RENDAHL: So with that, what has been  
12 marked 51 T through 59 T will be admitted.

13 (EXHIBIT RECEIVED.)

14 JUDGE RENDAHL: Mr. Cecil, I have a question  
15 for you about the cross-examination exhibits to  
16 Mr. Linse. Did you intend to offer what has been  
17 marked as 94 through 102, or are those withdrawn?

18 MR. CECIL: Those are withdrawn, Your Honor.

19 JUDGE RENDAHL: Thank you very much. Is  
20 Mr. Brotherson available for cross?

21 MR. SMITH: He is indeed.

22

23

24

25

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1

CROSS EXAMINATION

2

3

BY MR. THAYER:

4

Q Good morning, Mr. Brotherson. How are you?

5

A Fine, Mr. Thayer.

6

Q Here we are again. To start off, I note in your credentials that you, at one point in your life, were trained and act as a lawyer for US West, and then Qwest Corporation; is that correct?

10

A That's correct.

11

Q However, your testimony does not -- is not meant to reflect a legal opinion as to the issues in this case, is it?

12

13

14

A Well, I am certainly not representing Qwest, or speaking as an attorney. I am a manager for Qwest. I manage a group of people. And I am not rendering a legal opinion about the documents themselves. But I certainly read the documents, and probably talk about what they say.

15

16

17

18

19

20

Q So --

21

A But not as an attorney, no.

22

Q So your testimony really is, for want of a better phrase, policy based as opposed to legally based --

23

24

25

A That's correct --



0805

1           JUDGE RENDAHL:  And I will need to tell both  
2   of you, please be careful not to talk over one  
3   another.  So please be aware of when the other  
4   person is done.

5           MR. THAYER:  Duly noted.

6           Q   BY MR. THAYER:  To start off, would you give  
7   a bit of an explanation of QCC and QC, and how they  
8   relate in this case?

9           A   QC would be, for a simple description, would  
10  be the regulated local telephone company.  QCC  
11  would be another subsidiary of Qwest -- excuse me.  
12  And QC is a subsidiary of Qwest International, the  
13  holding company traded on the stock market.

14           Another subsidiary is QCC.  I have used the  
15  acronym so long I'm not sure what that stands for.  
16  But QCC would be the unregulated subsidiary that  
17  interconnects with, or does business with the  
18  regulated telephone company.  And QCC could be, for  
19  example, a CLEC or long distance company, or any  
20  other unregulated ventures that it might be in.

21           Q   And in QCC, and I think it was also  
22  established today in discussing with Mr. Linse, but  
23  QCC offers what is termed wholesale dial up,  
24  correct?

25           A   Correct.

0806

1 Q And it does that as an ESP?

2 A Correct.

3 Q And it does that -- that is a competitive  
4 product to Level 3's wholesale dial up, correct?

5 A QCC's product as an ESP buys services from a  
6 regulated telephone company, or a local exchange  
7 carrier. Level 3 -- I am not sure when you say as  
8 the competition -- Level 3 offers services to  
9 enhanced service providers. But it's offering, in  
10 some instances, those services as a local exchange  
11 carrier. So Level 3, in certain capacities, is  
12 both a local exchange carrier, and I am not sure if  
13 they are also the ESP.

14 Q Maybe I can phrase this easier. QCC sells a  
15 wholesale dial-up product to ISPs to allow end user  
16 customers to dial that ISP. And Level 3 sells, to  
17 ISP customers, a wholesale dial-up product that  
18 allows end users to dial up those ISP's, correct?

19 A That statement is correct.

20 Q And you were at the technical conference  
21 that was held in Washington, weren't you?

22 A I was.

23 Q So would you agree with the statement that  
24 what QCC is doing for its ISP customers is  
25 functionally similar to what Level 3 is doing,

0807

1 providing to its ISP customers?

2 A QCC offers services to ISPs as an enhanced  
3 service provider, not as a local exchange carrier.  
4 As I understand, Level 3 offers service to ISPs in  
5 its capacity as a local exchange carrier, not as an  
6 enhanced service provider.

7 So there are differences in the way the two  
8 companies offer their services. But to the ISP  
9 they can buy from QCC through their wholesale dial  
10 product, or they can buy from Level 3 their managed  
11 modem service.

12 So to the ISP they appear similar, but QCC  
13 is not a local exchange carrier selling to ISPs.  
14 And if I understand Level 3, they are.

15 Q And that's why I put in the term  
16 functionally similar.

17 A Correct.

18 Q So you would agree it's functionally  
19 similar?

20 A Correct.

21 Q Throughout your testimony you spend a fair  
22 amount of time on the concept of, or the necessity  
23 of an ISP having a physical location in a local  
24 calling area in order for the carrier that serves  
25 that ISP to receive compensation. Is that

0808

1 accurate?

2 A That's correct.

3 Q And it is Qwest's view in this case that  
4 that physical location is a critical component of  
5 the ISP in the local calling area for the CLEC or  
6 the carrier that provides the service to the ISP to  
7 receive compensation, correct?

8 A To receive compensation for local calls,  
9 yes.

10 Q If you would turn to page 16 of your direct  
11 replacement testimony marked as Exhibit 51 T.

12 A (Complies.) I am there.

13 Q And I believe at the top of the page you are  
14 introducing, or at least proposing the specific  
15 language in the agreement that is to define VNXX  
16 traffic?

17 A Yes.

18 Q And you will note in the second line of  
19 that, I think this is consistent with what we just  
20 discussed, it says that VNXX traffic -- and I will  
21 paraphrase a bit -- is traffic that isn't  
22 terminated to a CLEC's end user customer physically  
23 located within the same Qwest local calling area as  
24 the originating caller, correct?

25 A Correct.

0809

1 Q That phrase, physically located, is that  
2 defined anywhere in the agreement?

3 A The term physically located, no, I don't  
4 believe so.

5 Q So how are we to know what that means?

6 A I would say this is an agreement between two  
7 companies. It's a contract, and I would say you  
8 could look at the terms of the contract. They  
9 would either be clear on their face, or if parties  
10 dispute what they mean, a third party could tell us  
11 both what physically located means.

12 My reading of physically located means that  
13 there is a physical presence located in the local  
14 calling area.

15 Q But you would agree that in this case what  
16 constitutes physical location is -- has been and is  
17 being vigorously debated, correct?

18 A I know we're vigorously debating whether or  
19 not there needs to be a physical presence in the  
20 local calling area. Debating whether or not  
21 someone is physically present there, I am not sure  
22 is the area of the dispute.

23 Q Well, assuming that is a big debate,  
24 wouldn't it make sense to, in fact, define what  
25 physically located means?

0810

1           MR. SMITH: I object to the question. It  
2 assumes a condition that Mr. Brotherson has denied  
3 exists, which is that there is a big debate over  
4 what a physical location is.

5           JUDGE RENDAHL: I understood the question to  
6 be hypothetically stated, assuming there was. So  
7 I will allow the question.

8           THE WITNESS: To the extent that there was a  
9 dispute over what location meant, or what physical  
10 location meant, it would kind of depend on the  
11 nature of the dispute. But to the extent that  
12 there was a dispute over what that meant, then the  
13 parties could say it means "X". It means where the  
14 call is handed off to the customer in their  
15 possession, or whatever term you want to use.

16           That, then, becomes -- could become circular  
17 to, what do you mean by the customer in the  
18 location? You would have to almost know what the  
19 nature of the dispute was to address it in more  
20 detail if physical location did not satisfactorily  
21 address it. But, yes, you could add more detail to  
22 that term.

23           Q BY MR. THAYER: It is fair to say, though,  
24 that Qwest has its position on what constitutes  
25 physical location for an ESP, correct?

0811

1           A    Yes.  Physically located in the local  
2   calling area.

3           Q    Yet the agreement doesn't define it?

4           A    There is no definition for physically  
5   located in the agreement.

6           Q    Let's return to QCC for a minute.  Is it  
7   Qwest's view that QCC is physically located in each  
8   local calling area that it serves its ISP  
9   customers?

10          A    No.

11          Q    So if that's the case, returning back to  
12   this definition, QCC is providing VNXX service?

13          A    QCC would be purchasing a permitted tariff  
14   service out of the local exchange tariffs as an  
15   enhanced service provider.  The reference to VNXX  
16   traffic in this agreement with Level 3 would say  
17   that -- as you are aware, there's a later disputed  
18   section that says reciprocal compensation is not  
19   paid on VNXX traffic.

20                The categorization of VNXX traffic with  
21   respect to QCC is not relevant in the sense that as  
22   an enhanced service provider, no reciprocal  
23   compensation is paid to QCC.  Whether they are in  
24   the local exchange boundaries or they are outside  
25   of the local exchange boundaries, they do not

0812

1 receive reciprocal compensation as an enhanced  
2 service provider.

3 Therefore, the term as used in this  
4 contract, in other words, VNXX or local with  
5 respect to QCC, is not relevant. But you could  
6 argue it's traffic that is where the customer is  
7 not physically located.

8 Q Okay. And you brought up one, within your  
9 answer, topic as to the receipt of the compensation  
10 by QCC. At the risk of taxing our ability to  
11 abstractly envision something, I would like you to  
12 try and track the following call flow.

13 In local calling area A there is a CLEC  
14 whose end user customer, the CLEC's customer, dials  
15 up a QCC ISP customer. And that local calling area  
16 A CLEC customer, that number is a Qwest number.  
17 Does Qwest, in that scenario, Qwest Corporation,  
18 the carrier, receive reciprocal compensation?

19 A I think there was a piece missing from your  
20 hypothetical. But if I understood it, the Qwest  
21 QCC customer has a number in local calling area A.  
22 And the CLEC customer is also in local calling area  
23 A, and places a call to the QCC customer, who has a  
24 number in the local calling area A. And the  
25 question was, does the reciprocal compensation



0813

1 apply to that scenario?

2 Without splitting hairs about ISP bound  
3 versus voice bound, one is reciprocal comp and one  
4 is an ISP rate. But there would be a compensation  
5 for a call from one company with a telephone number  
6 associated with the local calling area A to the  
7 other company associated with local calling area A.

8 Q So in that scenario, while QCC is receiving  
9 interstate ISP bound compensation, I duly note how  
10 careful we need to be with that phrase, Qwest  
11 Corporation, the regulated carrier, does receive  
12 reciprocal compensation?

13 A Yes.

14 MR. THAYER: Considering the hour, Your  
15 Honor, this is probably a pretty good time to break  
16 for lunch until I get to the next part.

17 JUDGE RENDAHL: With that, we will take our  
18 lunch break and be back at 1:30. Off the record.

19 (Lunch recess taken.)

20 JUDGE RENDAHL: Let's be back on the record  
21 after our lunch break, and we're continuing with  
22 the cross-examination of Mr. Brotherson.

23 Q BY MR. THAYER: Good afternoon,  
24 Mr. Brotherson. If you could turn to page 76 of  
25 your replacement direct testimony, which I believe

0814

1 is 51 T.

2 A (Complies.)

3 Q And I think it's at line 15, you cite the  
4 proposed language that Qwest would like in the  
5 agreement as to the use of the local  
6 interconnection trunks by CLECs, and the  
7 certification that you would like CLECs to provide  
8 as to the types of equipment of VOIP end users and  
9 types of configurations. Do you see that?

10 A Yes.

11 Q Does -- to your knowledge, does QCC provide  
12 or require its customers to certify that they are  
13 using certain types of VOIP equipment?

14 A I don't recall if they require -- QCC  
15 requires certification. I know that -- I believe  
16 they do, because I know unless a VOIP provider can  
17 assure that the call originates on broadband, they  
18 terminate it through an IXC. Now, what that  
19 assurance consists of, I don't know.

20 Q If I could turn your attention to discovery  
21 response -- and I will use the, I believe Qwest way  
22 of numbering this, 004S2. And I have copies, so  
23 hopefully I will have to spin through this.

24 JUDGE RENDAHL: This has been marked  
25 already, or is this a new exhibit?

0815

1           MR. THAYER: This is a new exhibit. What  
2 counsel with Qwest and Level 3 had discussed over  
3 lunch was we were going to agree that we will move  
4 the discovery responses as a whole into the record.

5           JUDGE RENDAHL: Okay.

6           MR. THAYER: We could do that now, if that  
7 would be easier for your numbering system.

8           JUDGE RENDAHL: No, we can do that at a  
9 later point. I just wasn't sure, because there are  
10 some already in the record and I wasn't sure if  
11 that's what you were referring to, or if it was  
12 something else.

13          MR. SMITH: Just for the record, I believe  
14 the one that's been handed out is the first set,  
15 question 4, supplemental response 2. Did  
16 Mr. Brotherson get one?

17          MR. THAYER: I am sorry, Judge. And this is  
18 Level 3's response to Qwest's questions -- or  
19 Qwest's response to Level 3's questions. I believe  
20 it's a Qwest response to Level 3's questions.

21          JUDGE RENDAHL: Off the record for a moment  
22 so we can identify what we're doing here.

23          Off the record.

24                         (Discussion off the record.)

25          JUDGE RENDAHL: Back on the record. While

0816

1 we were off the record we determined that what has  
2 been marked as 17 C and 18 C that were withdrawn  
3 from the record yesterday, the parties agree those  
4 should not be withdrawn but should be admitted. So  
5 what has been marked as Exhibit 17 C and 18 C would  
6 be admitted. And with that, 17 C, 18 C, and 19 C  
7 would include all of Level 3's responses to Qwest's  
8 data requests in this proceeding; is that correct?

9 (EXHIBIT RECEIVED.)

10 MR. SMITH: That's correct.

11 JUDGE RENDAHL: So to make sure that we  
12 include all of Qwest's responses to Level 3's data  
13 requests, at least for purposes of including them  
14 right now with Mr. Brotherson's testimony, we know  
15 that what Mr. Thayer is asking Mr. Brotherson about  
16 right now would be within the first set -- or  
17 Qwest's responses to Level 3's first set of data  
18 requests. Understanding this is a second  
19 supplemental response, what I am going to do is  
20 mark as Exhibit 67 what would be Qwest's responses  
21 to Level 3's first set of data requests, including  
22 all supplemental responses.

23 And then to the extent that Qwest --  
24 whatever other sets of data requests there are,  
25 hopefully would fit within what would be Exhibits

0817

1 68 through 70. Now, if not, we can move them  
2 somewhere else, but I hope you all can let me know  
3 where those would fit in, and then make sure you  
4 send in an original or a copy plus three other  
5 copies. Do you have those available now?

6 MR. THAYER: I have one original -- no,  
7 Erik, we didn't.

8 MR. CECIL: No, we didn't.

9 JUDGE RENDAHL: Off the record again.

10 (Discussion off the record.)

11 JUDGE RENDAHL: Let's go back on the record.

12 While we were off the record we determined  
13 that Level 3 had propounded only one set of data  
14 requests to Qwest during this proceeding here in  
15 Washington. And so we will just designate as  
16 Exhibit 67, Qwest's responses to Level 3's first  
17 set of data requests, including all supplemental  
18 responses.

19 And Mr. Thayer will be providing the  
20 original set today, and sending -- Mr. Williamson,  
21 do we need two or three copies? Two copies. If  
22 you can mail those to the Commission's Records  
23 Center, addressed to Carol Washburn, including the  
24 docket number, they will know to route it to me and  
25 Mr. Williamson.

0818

1           Then while we were off the record we talked  
2           about the Bench Request responses, which are  
3           currently designated 121 through 124, understanding  
4           there are two additional Bench Requests --  
5           actually, the Bench Request has been issued. It's  
6           out electronically. And I would designate those as  
7           125 and 126. The first would be -- Qwest's  
8           response to Bench Request 4 would be 125. And  
9           Level 3's response to Bench Request 5 would be 126.

10           Do any of the parties object to introducing  
11           those into evidence?

12           MR. THAYER: No, Your Honor, Level 3  
13           doesn't.

14           MR. SMITH: No.

15           JUDGE RENDAHL: What is marked as Exhibit  
16           121 through what will be 126 will be admitted.  
17           There's no objection.

18   (EXHIBIT RECEIVED.)

19           JUDGE RENDAHL: So once the last two are  
20           received, they will be admitted into the record.  
21           And when I receive them I will update the exhibit  
22           list to reflect they have been received.

23           Are there any other issues we need to talk  
24           about with the exhibit list at this point?

25           MR. SMITH: Just one. And that is when

0819

1 Level 3 provides their copy of 67, if we could just  
2 receive a PDF of that, so -- obviously, we keep  
3 copies of our responses, but just so we are assured  
4 that we're both dealing with precisely the same  
5 documents.

6 JUDGE RENDAHL: Okay. Thanks for reminding  
7 me. If you could provide a PDF copy to the  
8 Commission Records Center, they keep electronic  
9 copies of what has been filed. So unless there are  
10 confidential documents, if there are any you will  
11 have to separately designate it as confidential,  
12 similar to how the other documents were handled.

13 With that, is there anything else we need to  
14 talk about in terms of exhibits in the record  
15 at this point? With that, let's go forward. What  
16 we were talking about right now, and I believe --  
17 does the witness have a copy of this response to  
18 the data request?

19 THE WITNESS: I do.

20 JUDGE RENDAHL: So this would be within  
21 Exhibit 67. Go forward, Mr. Thayer. Thank you for  
22 letting us handle the details.

23 Q BY MR. THAYER: Mr. Brotherson, if you could  
24 flip the page and look at Qwest's response to E  
25 that appears right before the supplementary

0820

1 response dated 5/9/06.

2 A (Complies.) I see it.

3 Q And you are the respondent for this?

4 A Yes.

5 Q You see this sentence that says, "Thus QCC  
6 ESP does not track the location of its VOIP  
7 customers' CPE."

8 MR. SMITH: There were only four acronyms in  
9 that sentence.

10 THE WITNESS: I see that.

11 Q BY MR. THAYER: So my question is, my  
12 question is, so QCC doesn't track its VOIP  
13 customers' CPE, yet you would require Level 3 to  
14 certify the types of equipment that our VOIP  
15 customers are using?

16 A Not the location of your customers, but,  
17 yes, to certify that it is consistent with the  
18 origination of VOIP as defined in the agreement;  
19 that is to say, on broadband and not on the PSTN.

20 Q I guess if you don't know the location of  
21 the equipment, how can you certify it? I mean, you  
22 have to go to -- other than take their word for it,  
23 which presents liability, I would have to -- you  
24 would have to, to certify something, go and see all  
25 of this equipment?



0821

1           A    Well, the intent of the language is to  
2   require Level 3 to -- in signing up enhanced  
3   service providers and in delivering VOIP traffic  
4   for termination on the PSTN, to make the effort  
5   that the traffic being delivered to termination on  
6   the PSTN did not also originate on the PSTN on  
7   traditional telephones, which -- because, I think  
8   we have agreed in the contract, that that type of a  
9   call, a PSTN call to a PSTN -- that's public  
10  switched telephone network -- is, in fact, a call  
11  that is subject to access charges.

12           And the mere conversion in the middle of the  
13  transmission into VOIP does not change the nature  
14  of that call, that it's a traditional telephone  
15  call for which access charges apply.

16           And, therefore, the contract is attempting  
17  to assure that the parties will represent, certify,  
18  assure that their customers are only -- that they  
19  are only delivering for termination traffic that  
20  they know qualifies for the ESP exemption.

21           Q    So if I hear you correctly, this is really  
22  to get the CLEC to get its customers to assure that  
23  the equipment is correct; is that correct? That  
24  the VOIP --

25           A    It's not -- well, let me go back to the

0822

1 language. (Reading document.) -- consistent with  
2 the origination of VOIP as defined, yes. To assure  
3 that it's originating on broadband in IP compatible  
4 equipment.

5 Q So, again, I guess if the CLEC is to be the  
6 certifier, if you will, how are they going to do  
7 this without knowing where all the equipment is and  
8 inspecting it?

9 A I am not sure knowing where the equipment is  
10 located is critical, but I think the representation  
11 that the traffic that is being delivered to  
12 termination on the PSTN originated not on the PSTN,  
13 but on IP compatible equipment. That is to say,  
14 equipment consistent with this agreement would be a  
15 representation that it qualifies for the ESP  
16 exemption.

17 Q But short of going and physically inspecting  
18 this equipment, the only thing you would have to go  
19 on, correct, is the word of your customers,  
20 if you will?

21 A Well, you would, I would assume in providing  
22 service to a VOIP provider, either through your  
23 tariff or your contract, depending upon the way you  
24 represent to offer service, require that your  
25 customers only deliver traffic to you that would

0823

1 have originated in the appropriate manner.

2 And I think if your basis for representing  
3 to Qwest that this is correct is based upon  
4 enforceable obligations, that that may or may  
5 not -- that would probably be a qualification.

6 Q So really what Qwest is really after -- or  
7 you can say whether or not -- is that you want the  
8 CLECs to gain the assurance from their customers  
9 that they are using appropriate VOIP equipment, and  
10 doing it per the terms of this agreement?

11 A That's one way of putting it. I would say I  
12 would want assurances that the CLEC would police  
13 the compliance with the industry requirements the  
14 same as Qwest and other ILEC's police it, which is  
15 to require that the traffic that is being delivered  
16 to them either complies with the ESP exemption, or  
17 if unsure, then hand it to an IXC for termination,  
18 thereby paying access.

19 Q But it's different to say that the  
20 customer's providing the assurance as opposed to  
21 the CLEC. I mean, if the CLEC is certifying,  
22 wouldn't Qwest look to the CLEC in the first  
23 instance, if there was a problem to be liable for  
24 it?

25 A Yes. Remember, the CLEC -- well, yes.

0824

1 Q So in effect, we become sort of a guarantor  
2 of our customers?

3 A No. The CLEC is terminating the traffic.  
4 An end user who is placing the call is not a  
5 certified carrier recognized by the state of  
6 Washington, and is not a customer whether they are  
7 on a VOIP phone, or their own telephone, is not  
8 terminating traffic per se.

9 It is the carrier that delivers the traffic  
10 that is terminating traffic. And that terminating  
11 traffic either is subject to access charges or is  
12 subject to local charges, but if a call is  
13 delivered to Qwest and was -- from AT&T that was  
14 represented as local but, in fact, was a toll call,  
15 we wouldn't look to the party that placed that  
16 telephone call to make -- to make whole. We would  
17 look to the carrier that delivered us the traffic  
18 or handed off the traffic to us.

19 Q Does Qwest provide such a certification to  
20 its other carriers that it's interconnected with?

21 A I don't know if all the carriers and/or  
22 CLECs that they interconnect with have that  
23 requirement. But Qwest requests it of QC. When  
24 you say Qwest, Qwest requests that of QCC, and QCC  
25 represents that the traffic either qualifies as an

0825

1 enhanced service, or if unknown, hands it off on an  
2 IXC for termination.

3 Q No, my question really was, does Qwest  
4 provide such a certification to other carriers?  
5 Does it certify that all of the traffic that it's  
6 handing to anybody was either VOIP or not VOIP?

7 A Qwest as a local exchange carrier?

8 Q Or as an IXC in any form. Does it certify  
9 the kind of traffic that it's delivering to people?

10 A I think, as an IXC Qwest pays the access  
11 charges, and doesn't need to represent that it's  
12 exempt. I think where traffic is exempt, if a  
13 local exchange carrier would ask for a  
14 representation of that, I am sure they would  
15 present it. But I don't know if it's a contractual  
16 requirement or not.

17 MR. THAYER: Thank you. I have no further  
18 questions.

19 JUDGE RENDAHL: Is there any redirect for  
20 the witness?

21 MR. SMITH: Just a couple, Your Honor.

22

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REDIRECT EXAMINATION

BY MR. SMITH:

Q I think earlier in his cross-examination of you, Mr. Brotherson, Mr. Thayer talked about the language wherein Qwest defined VNXX and the use of the term physical location was discussed. Do you recall that?

A I do.

Q Is physical location a disputed term in the agreement?

A It's not a dispute that's been raised.

Q And are you aware of Level 3 having defined the term?

A There's no proposed definition of physical location, disputed or undisputed.

Q Let me ask you a couple of questions about the certification issue that you just discussed. First of all, does Qwest Corporation offer VOIP?

A No.

Q It's the QCC that offers VOIP?

A Enhanced service provider, yes.

Q The second question, let's say, for example that Level 3 provides service to a VOIP provider, such as Vonage or Skype. Does Qwest have a

0827

1 business relationship with those companies such  
2 that it would be able to go enforce -- well, let's  
3 say, does Qwest have a business relationship with  
4 those companies such that if indeed they were  
5 sending traffic that truly was not VOIP, Qwest  
6 would be able to go seek some sort of redress from  
7 them?

8 A We would have no direct business  
9 relationship with those entities if they are  
10 connected to another company like Level 3, another  
11 local company like Level 3.

12 Q And assuming it is Level 3, who is it that  
13 Qwest has the business relationship with?

14 A It would be with Level 3, to the extent that  
15 Level 3 hands off traffic to Qwest for termination.

16 Q And if what I am understanding is what you  
17 are saying is that the certification would need to  
18 come from the party with whom Qwest has the  
19 business relationship?

20 A Yes.

21 Q And is Level 3, in that context, the company  
22 that is sending traffic and characterizing it as  
23 VOIP traffic?

24 A Yes.

25 Q And I guess the final question is, is that

0828

1 the reason you believe -- Qwest believes that it is  
2 Level 3 that should make the certification?

3 A Yes.

4 MR. SMITH: Thank you. That's all I have,  
5 Your Honor.

6 JUDGE RENDAHL: Any recross based on that?

7 MR. THAYER: No.

8

9 EXAMINATION

10

11 BY JUDGE RENDAHL:

12 Q I have a few questions for you,  
13 Mr. Brotherson, and being the last witness you have  
14 had the benefit of hearing everybody else's  
15 definitions or descriptions of the various terms.  
16 Would you like me to read you the list of the  
17 terms?

18 A I would like the list. I don't think I'll  
19 go with the blanket "I agree with every one"  
20 because I would like to comment on some of them.

21 Q The first is toll, then access, and the  
22 difference between access and switched access, and  
23 then differentiating the terms exchange, local  
24 calling area, rate center, and wire center.

25 A Thank you.



0829

1           Q    So if you could tell me whether you -- if  
2           you can remember the various witness's  
3           descriptions, if you agree or disagree with those  
4           descriptions.

5           A    I have heard so many versions, and I would  
6           start off by saying generally I would agree, I  
7           think, in almost every witness's definitions. I  
8           varied somewhat on one or another, but as a general  
9           statement, I was in agreement.

10                    My characterization of toll is that it is  
11           the retail product that is sold to an end user. If  
12           I would use myself as an example, if AT&T is my  
13           long distance carrier, as a retail purchaser I pay  
14           toll charges out of a tariff if it's a tariff  
15           product. But I pay toll charges to my long  
16           distance carrier.

17                    My long distance carrier would bill me  
18           those. If my long distance carrier uses some or  
19           all of a local exchange carrier's network to  
20           complete the call, they compensate the local  
21           exchange carrier for the use of their network. And  
22           the compensation to a local exchange carrier by an  
23           interexchange carrier for the use of the local  
24           exchange carrier network is called access. I would  
25           describe access as an umbrella term meaning any and

0830

1 all.

2 When you see the term switched access, that  
3 means that one of the pieces of the local network  
4 that was utilized. One of the things that the  
5 carrier used that was owned by the local exchange  
6 carrier was a switch, and they purchased switching  
7 as one of the pieces. They purchased switched  
8 access.

9 In the Washington tariffs, state tariffs,  
10 for example, you can turn to the access tariff  
11 section, and you will see various descriptions of  
12 different pieces of access. Another type of access  
13 is called special access. That's a -- it's akin to  
14 private line. And it's simply a direct wire from  
15 the carrier's switch, the AT&T switch as an  
16 example, long distance, directly to some business  
17 building in Seattle or Olympia or wherever.

18 It will not go through any Qwest switch. It  
19 will go directly from AT&T's building or their  
20 switch to that end user. Carriers do that to avoid  
21 paying switched access, and instead buy special  
22 access.

23 So if you think of access as a general term,  
24 we talk about access tariffs, it's a whole section  
25 of the tariffs. And then switched access is a type

0831

1 of access that involves LEC switching or CLEC  
2 switching. Local calling area is the area that you  
3 are entitled to call. And by area, I am talking  
4 about the geographic area where the parties reside  
5 that you can reach by placing a local telephone  
6 call as part of your basic flat-rated service.

7 Anything that goes beyond that local calling  
8 area will be carried by a toll carrier, and a toll  
9 charge to the end user would apply. And whoever  
10 the toll carrier is normally would be paying access  
11 for the utilization of some or all of the network.

12 Wire center, I think, has been covered.  
13 Rate center, I think people have covered as well.  
14 It's a V&H coordinate. The way I would explain it  
15 is -- and we have private line tariffs, and LIS,  
16 schedule A's, and everything else that talk about  
17 50 miles or 75 miles, or whatever as a price point,  
18 where do you measure from Olympia to Seattle? Do  
19 you measure from the south end of Olympia to the  
20 north end of the Seattle local calling area, or  
21 from the south end of Seattle to the north end of  
22 the Olympia local calling area? In fact, there's a  
23 rate point, a V&H coordinate for all of those  
24 locations in the tariffs. And that's the measuring  
25 point for distance sensitive pieces of the tariff.

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1           So if I wanted to know how long was a  
2 private line from here to Blaine, Washington, I  
3 would look at the two rate centers, or the two V&H  
4 coordinates and it should be -- an engineer, not  
5 me, should be able to calculate that.

6           Q    When you were answering some of Mr. Thayer's  
7 questions, you were talking about QCC's services,  
8 and to the extent they were providing a VNXX  
9 service or not. And so there was some discussion  
10 about that. Do you remember that?

11          A    I do.

12          Q    And I want to make sure I understood, in  
13 your discussion about whether QCC would be paying  
14 QC, either the ISP -- I guess it would be ISP would  
15 be paying reciprocal comp, reciprocal compensation  
16 to QC, you used the term whether it's within the  
17 local exchange boundaries or not was the  
18 determining point. Do you remember that?

19          A    I remember discussions about all of that.  
20 I'm not sure I remember it in the way you have just  
21 described it.

22          Q    But I remember, I wrote down that you used  
23 the term local exchange boundary?

24          A    Yes.

25          Q    Did you mean that to be the same as the

0833

1 local calling area?

2 A Yes.

3 Q But is an exchange area always the same as a  
4 local calling area?

5 A I can give you an example. I'm not sure how  
6 I would answer your question, but I can give you an  
7 example where Verizon would have a local exchange,  
8 Qwest would have a local change. But those two  
9 locals exchanges together might be one local  
10 calling area. So you can have two companies, each  
11 with a local exchange side by side, but one local  
12 calling area.

13 Q Okay. I am just trying to make sure I  
14 understand the language that is at issue in this  
15 contract, in this arbitration dispute about a local  
16 calling area, and the use of your words local  
17 exchange to make sure I am understanding the issue.

18 A Yes. And I apologize if I was imprecise.  
19 But I would say I meant local calling area when I  
20 said the local exchange. There could theoretically  
21 be a scenario where that would not necessarily  
22 match up, but it was my intention in using that  
23 term to describe a local calling area.

24 Q I just wanted to clarify that to make sure I  
25 understood.

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1           And just a few other clarifying issues.  If  
2   you turn to page 12 of your replacement direct, and  
3   that's on Exhibit 51 T.  In lines 14 through 22 you  
4   are talking about VNXX, and the definition or what  
5   it is.  And I am wondering if you can tell me how  
6   local number portability fits into this, and  
7   whether LNP, or local number portability, is an  
8   exception for the rule you were talking about about  
9   assigning numbers.

10          A   I want to go back and confirm this, but my  
11   recollection is that you cannot port a number from  
12   one local calling area to another local calling  
13   area.  You can port the number from one provider of  
14   local service in Olympia to another provider of  
15   local service in Olympia, but it would still be  
16   associated with the Olympia exchange.  Setting the  
17   VNXX issue aside, whether or not someone gave an  
18   Olympia telephone number to someone outside of  
19   Olympia, I would say with the exception of VNXX and  
20   whether or not that's permissible, I would say  
21   numbers are assigned to people in the local  
22   exchange that the number is associated with.

23          Q   So, for example, if I lived in Olympia and I  
24   decided to switch from one carrier that I was using  
25   to another, and I wasn't moving, I could retain the

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1 same number?

2 A Correct.

3 Q Or if I move from one house to another in  
4 Olympia, and didn't change carriers, I could keep  
5 that same number as well?

6 A You could keep that same number if you  
7 didn't change carriers. You could also move from  
8 one house to another house, and at the same time  
9 switch from Qwest to AT&T or MCI for your local  
10 provider, and ask AT&T to now give you that -- say  
11 I want to keep my old phone number, and through  
12 number portability you could keep your old phone  
13 number and still morph to a new carrier.

14 But if you move to Renton and said, I want  
15 to keep my old Olympia phone number, you should not  
16 be able to port, through number portability, a  
17 number, an Olympia number to a Renton address.

18 Q Okay. That's what I wanted to know. If you  
19 turn to page 15, I want to clarify my understanding  
20 of the term SPOP, or S-P-O-P, single point  
21 presence. Is that what it stands for?

22 A Yes.

23 Q And although I was involved with the SGAT  
24 negotiations -- S-G-A-T -- I just need some clarity  
25 on this. Is that term, or the product SPOP,

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1 something that is Qwest's policy, or is it  
2 something that the Commission has approved? And,  
3 again, the SGAT process went on for a long time,  
4 and it was awhile ago, and I just don't remember.

5 A Well, it is part of the standard available  
6 terms, standard generally available terms.

7 Q Statement of --

8 A It is part of the statement of generally  
9 available terms that was approved by the  
10 Commission. So it's both Qwest's policy to offer  
11 that to CLECs, and that term has been -- or the  
12 terms and conditions associated with it are part of  
13 the document that was approved by the Commission.

14 It was not -- we were not -- let me back up.  
15 The CLECs argued, we want to be able to offer local  
16 service in different communities, let's say  
17 Olympia, without having to put a switch in every  
18 community. We ought to be able to serve the  
19 various towns with one switch in Seattle.  
20 Especially if you are only going to get 10 or 15  
21 local customers in Olympia, it doesn't make much  
22 sense to have to put a switch in every local  
23 calling area.

24 So they argued that they should be able to  
25 serve these other locations from a single switch.



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1 And Qwest agreed to that, and put that in the SGAT.  
2 And the parties negotiated, slash, argued on the  
3 terms and conditions of how it would be available.  
4 But it consists of, you connect at a single point,  
5 and then you buy a local interconnection service,  
6 or LIS, that will transport you back and forth to  
7 those various communities. So you could connect in  
8 Seattle, and buy a LIS trunk down to Olympia to  
9 exchange local Olympia traffic.

10 Q Okay. Thank you. If you will turn to page  
11 74 of that same testimony, on line 21 at the  
12 bottom, you use the term, optional parameter input.  
13 What does that mean?

14 A I apologize, Your Honor. Page 74?

15 Q Yes. The question at the bottom --

16 A I see it.

17 Q Do you see it?

18 A As Mr. Linse -- (reading document.) A  
19 parameter, if you think of -- and I am referring to  
20 Mr. Linse's testimony, so I don't want to  
21 represent, nor would Mr. Linse let me if he were  
22 here -- that I am a network engineer.

23 But I believe we have depicted and talked  
24 about a signaling parameter as being a string of  
25 codes. And I forget the acronym that Mr. Linse

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1 used for one of those codes, TCN, or something,  
2 this morning. There are also places in that string  
3 of codes that are called optional parameters. That  
4 is to say, it's a blank space that can be used for  
5 various purposes.

6 And I believe -- and I am certainly getting  
7 out to my edges of signaling here -- and I believe  
8 Level 3 had a proposal that if we take one of these  
9 optional parameters, one of these blank spaces, for  
10 want of a better term, and populate it with a  
11 certain indicator, that is a way that we can flag  
12 or identify certain kinds of traffic.

13 Q Thank you. And then I have one last  
14 question, and this is in your reply testimony which  
15 is Exhibit 59 T, and it's on page 13. The very  
16 bottom line, 25, there's a reference to the Central  
17 Office Code Administration Guidelines. I don't  
18 know if it's been referred to in testimony yet, I  
19 think so, as the COCAG, C-O-C-A-G. So my question  
20 is, who issues these guidelines?

21 A It is an industry forum, and I am trying to  
22 keep the various hierarchies -- there's the North  
23 American Numbering Plan, and then there are  
24 guidelines associated with how those numbers are  
25 distributed. And I don't know -- I believe the

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1 guidelines fall under the North American Numbering  
2 Plan. It, for years, was administered by the Bell  
3 System when they were one entity.

4 Then as new competitors, like CLECs entered  
5 the market, there was issues over whether or not  
6 the Bell System should be managing a resource that  
7 the competitors needed as well, so it was handed  
8 off to a third party. Lockheed Martin did it for  
9 awhile, and I'm not sure who manages it now.

10 MR. CECIL: Who manages the numbering,  
11 Larry?

12 JUDGE RENDAHL: My question is, and if one  
13 of the attorneys knows this, for the purposes of  
14 getting it into the record, who issues the COCAG?

15 MR. CECIL: Ordering and Billing Forum of  
16 the Alliance for Telecommunications Industry  
17 Solutions.

18 JUDGE RENDAHL: Speak into the mic, and say  
19 it slowly.

20 MR. CECIL: Ordering and Billing Forum of  
21 the Alliance for Telecommunications Industry  
22 Solutions.

23 MR. SMITH: I believe one of the cross  
24 exhibits, No. 66, Your Honor, is a set -- and I am  
25 just looking at the front page, as Mr. Cecil says,

0840

1 it's ATIS, Alliance for Telecommunication Industry  
2 Solutions, which then says, "Sponsor of the  
3 Industry Numbering Committee."

4 Now, I don't have any reason to disagree  
5 with what he said, but this is what it at least  
6 says on this document. And we would certainly not  
7 object to this becoming part of the record. I  
8 don't know that it's been offered.

9 JUDGE RENDAHL: I was going to ask that,  
10 whether it's appropriate. Now, I don't have any  
11 other questions, but before we go to  
12 Mr. Williamson, I will turn to Mr. Thayer and  
13 Mr. Cecil.

14 Is your intent to offer into admission what  
15 has been marked as Exhibits 60 through 66, or any  
16 parts of those?

17 MR. THAYER: No. Actually, no.

18 JUDGE RENDAHL: Would there be any objection  
19 to admitting into the record what is marked as 66,  
20 which is the COCAG we're talking about?

21 MR. THAYER: Not from Level 3.

22 JUDGE RENDAHL: Any objection from Qwest?

23 MR. SMITH: No.

24 JUDGE RENDAHL: So I will denote as  
25 withdrawn, Exhibits 60 through 65, and we will

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1 admit 66. And even though it is not yet received,  
2 is there any objection to admitting in the Qwest  
3 response to Level 3's first set of data requests?

4 MR. SMITH: (Shakes head.)

5 JUDGE RENDAHL: So what has been marked as  
6 66 and what will become 67 will be admitted into  
7 the record.

8 (EXHIBIT RECEIVED.)

9 JUDGE RENDAHL: I don't have any further  
10 questions. Mr. Williamson, do you have any  
11 questions for Mr. Brotherson?

12

13 EXAMINATION

14

15 BY MR. WILLIAMSON:

16 Q Yes, I do. Mr. Brotherson, on your  
17 replacement direct testimony, 51 T, page 57 at line  
18 17, you explain the proposed language for the  
19 definition of VOIP from Qwest.

20 A I apologize. Could you repeat that  
21 reference?

22 Q It's page 57, starting line 17, and through  
23 top of the next page.

24 A Yes, I have it.

25 Q And there you say that the definition should

0842

1 be that VOIP is only -- can only be a call that is  
2 originated in IP, not terminated in IP?

3 A For purposes of this contract where we use  
4 the term VOIP traffic in the contract, that would  
5 be correct. Because if it's terminating to someone  
6 on broadband, it's not going through the public  
7 network. It's going through the internet, and then  
8 over someone's broadband to their equipment.

9 Q Here's where I am confused. If I originate  
10 a call to you, who happen to have a Vonage service,  
11 and I originate on the PSTN but terminate to you on  
12 Vonage, which would be a termination on the IP  
13 network, my understanding of the FCC's definition  
14 is that that is a VOIP call?

15 A Right. May be under the FCC's definition.  
16 It is not a type of call under this agreement, that  
17 is to say, for the exchange of traffic that is  
18 relevant, because it would be treated as a PSTN  
19 call.

20 Q I guess I am still confused. In, I think  
21 it's Mr. Easton's testimony, attachments to  
22 Mr. Easton's testimony for the agreements between  
23 Bell South, SBC, Verizon, and Level 3, all three of  
24 those companies agree that VOIP can be originated  
25 or terminated at IP. And Qwest says no. So I am

0843

1 just confused as to why?

2 A I am not sure I would say that it can't be  
3 originated or terminated. I would say in terms of  
4 describing compensable traffic in an  
5 interconnection agreement, that the traffic that  
6 was being described was limited to traffic  
7 originating in IP and terminating in TDM as a  
8 terminating charge.

9 Q And I guess I will try one more time,  
10 because this is where I am confused --

11 A And I want to close it, too.

12 Q If I originate from a Qwest line to a VOIP  
13 carrier that uses Level 3, so I originate on the  
14 PSTN and the call is routed via your network to the  
15 Level 3 network and completes over IP, to Qwest  
16 that's not a VOIP call, or that traffic cannot be  
17 carried to Level 3 through this agreement?

18 A The -- you can't pick up a telephone and  
19 place a call directly to the internet, if you were.  
20 You dial, in fact, a telephone number assigned to  
21 someone who is, in fact, connected to the public  
22 switch network as a customer. It may be that  
23 Vonage or Skype has connected to the PSTN as a  
24 customer in some location, and been assigned  
25 telephone numbers.

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1           And once you arrive at their equipment and  
2 they receive that call, they may turn it into IP  
3 packets, and send it out over the internet. But  
4 your call was to a PSTN telephone number. So if I  
5 sit here and I dial a -- here in Olympia, and I  
6 dial a Seattle telephone number, the call will be  
7 routed through switches over the PSTN and  
8 terminated to whoever is providing local service to  
9 the customer of that telephone number. I am trying  
10 to think of a telephone number, and I am drawing a  
11 blank --

12         Q    206-345 --

13         A    So if I sit here in Olympia and dial  
14 206-345, the call would be routed from the Qwest  
15 telephone in this room to a switch. It would then  
16 be routed up to Seattle, and in Seattle the call  
17 would be delivered to whoever the local subscriber  
18 is of telephone number 206-345.

19           It is only after the call is delivered to  
20 the subscriber of that PSTN service that that  
21 entity would then take that traffic, convert it  
22 into IP packets, and send it out over the internet.

23           And, in fact, it might, once converted into  
24 IP packets -- it might, once converted into IP  
25 packets, travel over the internet and ring on



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1       somebody's IP equipment, let's say wherever they  
2       happen to be located and plugged into the internet.

3               But the first leg of that call was not a  
4       call to the internet. It was a call to a telephone  
5       number on the PSTN.

6       Q     I understand how the VOIP call works. I am  
7       only confused -- and you may not be able to answer  
8       it, but I am only confused that three of the other  
9       ILECs in agreements have differed from Qwest. And  
10      I was curious as to why Qwest would choose that  
11      particular response, as opposed to what the others  
12      are?

13      A     And I think it's because we treat that call  
14      as a PSTN call, and it only becomes a VOIP call  
15      once it arrives at Vonage and they send it on from  
16      there.

17      Q     Okay.

18               JUDGE RENDAHL: With that, are there any  
19      other questions for the witness?

20               MR. SMITH: None from Qwest.

21               MR. THAYER: None from Level 3.

22               JUDGE RENDAHL: Thank you, Mr. Brotherson.  
23      You may be excused.

24               There's one more housekeeping matter before  
25      we leave, and that is I would like to know if

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1       there's any objection to admitting into the record  
2       what has been marked as Exhibits 1, 2, and 3, which  
3       would be the Qwest draft interconnection agreement  
4       and the Level 3 draft interconnection agreement and  
5       disputed issues list.

6               MR. SMITH: I think the answer from Qwest is  
7       no, although at the beginning we had the issue  
8       about the template. And I believe the parties are  
9       committed to trying to work that out to where  
10       ultimately 1 and 2 might be replaced by something.

11               JUDGE RENDAHL: Right. Or we could  
12       designate another one as 4, which would be the  
13       agreed-to version.

14               MR. SMITH: I think that would be a good  
15       idea.

16               JUDGE RENDAHL: So we will leave a place  
17       holder there before Mr. Wilson's exhibits. So is  
18       there any objection to admitting in what has been  
19       marked as 1, 2, and 3?

20               MR. THAYER: No objections from Level 3.

21                               (EXHIBIT RECEIVED.)

22               JUDGE RENDAHL: And you will have to remind  
23       me what you all had agreed to in terms of trying to  
24       resolve the final contract. Was that prior to the  
25       briefs being filed, or what was that agreement?

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1           MR. CECIL: We said we were going to do that  
2           within the next week, I believe, because we can't  
3           get to briefing unless we know what contract this  
4           language is going to sit in.

5           JUDGE RENDAHL: Is that Qwest's  
6           understanding?

7           MR. DETHLEFS: That kind of arrangement will  
8           work. Next week is pretty tough for both Mr. Smith  
9           and myself, so if we can have a few extra days  
10          beyond the end of next week, that would help.

11          JUDGE RENDAHL: Let's set a deadline.

12          MR. DETHLEFS: And we need to wait for  
13          transcripts before we can do the briefs.

14          MR. SMITH: I think we already do have a  
15          briefing schedule.

16          JUDGE RENDAHL: We do have a briefing  
17          schedule. The briefs are due on December 1st, so  
18          that gives you plenty of time. But if you -- you  
19          can either set a date of -- well, Friday the 10th  
20          is a holiday, so we could do it Thursday, or Monday  
21          the 13th. Thursday the 9th or Monday the 13th is  
22          the contract deadline.

23          MR. THAYER: Thursday the 9th works for us.

24          MR. DETHLEFS: That's fine with us, too.

25          JUDGE RENDAHL: So Thursday the 9th is the

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1 deadline for submitting your agreed-to contract to  
2 us. And if you could do that in the same format  
3 that you did before, which is a Word document and  
4 PDF file, that would be very helpful.

5 With that, is there anything else we need to  
6 do on the record?

7 All right. Thank you very much. This  
8 hearing is adjourned, and we're off the record.

9 ENDING TIME: 2:30 p.m.

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