

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

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

**DOCKET NO. UT-063061**

**CONFIDENTIAL**

**RESPONSIVE TESTIMONY**

**OF RENÉE ALBERSHEIM**

**QWEST CORPORATION**

**Issues: 1-1, 9-37, 9-39, 9-40, 9-41, 9-42, 12-64, 12-65, 12-66, 12-67, 12-68, 12-69, 12-70, 12-71, 12-72, 12-73, 12-74, 12-75, 12-76, 12-77, 12-78, 12-80, 12-81, 12-83, 12-86 and 12-87**

**December 4, 2006**

**REDACTED VERSION**

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1

**I. IDENTIFICATION OF WITNESS**

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

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

7

8 **Q. ARE YOU THE SAME RENÉE ALBERSHEIM THAT SUBMITTED**  
9 **DIRECT TESTIMONY ON AUGUST 25, 2006?**

10 A. Yes, I am.

11

12

**II. PURPOSE OF TESTIMONY**

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

14 A. The purpose of my testimony is to respond to portions of the testimony of  
15 Eschelon witnesses Mr. James Webber, Mr. Michael Starkey and Ms. Bonnie  
16 Johnson. Specifically, I respond to Eschelon's criticisms of Qwest's actions with  
17 regard to the Change Management Process ("CMP"). I also respond to  
18 Eschelon's proposals for Interconnection Agreement terms relating to Service  
19 Intervals contained in Sections 1, 3 and 7 of this Agreement, and terms relating to  
20 Access to Operations Support Systems ("OSS") contained in Section 12.

21

22

**III. THE CHANGE MANAGEMENT PROCESS ("CMP")**

23 **Q. ESCHELON WITNESS MICHAEL STARKEY PRESENTS FOUR**  
24 **EXAMPLES OF ISSUES HANDLED THROUGH THE CMP AND CLAIMS**

Redacted

1           **THAT THOSE FOUR EXEMPLIFY HOW QWEST OPERATES THROUGH**  
2           **THE CMP. IS THIS A FAIR AND ACCURATE REPRESENTATION?**

3    A.    No, because the "examples" presented by Eschelon are only four out of the  
4           hundreds of issues handled through the CMP since its redesign by the industry as  
5           a whole in the year 2002.

6

7    **Q.    HOW MANY PRODUCT AND PROCESS CHANGE REQUESTS HAVE**  
8           **QWEST AND THE CLECS TOGETHER ADDRESSED THROUGH THE**  
9           **CMP SINCE 2002?**

10   A.    As of November 30, 2006, Qwest's archive lists 371 Product and Process Change  
11          Requests.<sup>1</sup> There are an additional 11 listed as active.

12

13   **Q.    HOW MANY OF THESE IN THE CMP RECORDS DID ESCHELON**  
14          **SUBMIT?**

15   A.    93.

16

17   **Q.    HOW MANY DID OTHER CLECS SUBMIT?**

18   A.    169.

19

20   **Q.    ARE THE REMAINING CHANGE REQUESTS LISTED IN THE**  
21          **RECORDS ONES THAT WERE SUBMITTED BY QWEST?**

22   A.    Yes. Qwest has submitted 120 Product and Process Change Requests and the

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<sup>1</sup> Active Product and Process change requests may be viewed at  
[http://www.qwest.com/wholesale/cmp/cr/CLEC\\_Qwest\\_CMP\\_Product\\_Process\\_Interactive\\_Report.htm](http://www.qwest.com/wholesale/cmp/cr/CLEC_Qwest_CMP_Product_Process_Interactive_Report.htm) .  
The Product and Process Change Request Archive may be viewed at  
[http://www.qwest.com/wholesale/cmp/archive/CLEC\\_Qwest\\_CMP\\_Product\\_Process\\_Interactive\\_Report.h  
tm](http://www.qwest.com/wholesale/cmp/archive/CLEC_Qwest_CMP_Product_Process_Interactive_Report.htm) .

1 CLEC community as a whole has submitted 268.

2

3 **Q. WHAT KINDS OF ISSUES DO THE PRODUCT AND PROCESS CHANGE**  
4 **REQUESTS IN TOTAL ADDRESS?**

5 A. Product and Process Change Requests handle issues ranging from "Develop a  
6 Process for CLECs to get a FULL CSRs on Resale Centrex lines" to "Allow  
7 Customers to Move and change local service providers at the same time" to  
8 "Perform Line Moves and UDC Removal for QWEST DSL Resale and Qwest  
9 DSL on UNE-P orders at no charge to the CLEC/DLEC."

10

11 **Q. HOW MANY SYSTEM CHANGE REQUESTS HAVE QWEST AND THE**  
12 **CLECS TOGETHER ADDRESSED THROUGH THE CMP SINCE 2002?**

13 A. As of November 30, 2006, Qwest's archive lists 691 Systems Change Requests.<sup>2</sup>  
14 There are 34 others listed as active.

15

16 **Q. HOW MANY OF THESE SYSTEMS CHANGE REQUESTS WERE**  
17 **SUBMITTED BY ESCHELON?**

18 A. 135.

19

20 **Q. HOW MANY WERE SUBMITTED BY OTHER CLECS AND BY QWEST?**

21 A. Other CLECs have submitted 307 in addition to Eschelon's 135; Qwest has  
22 submitted 283.

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<sup>2</sup> Active Systems change requests may be viewed at [http://www.qwest.com/wholesale/cmp/cr/CLEC\\_Qwest\\_CMP\\_Systems\\_Interactive\\_Report.htm](http://www.qwest.com/wholesale/cmp/cr/CLEC_Qwest_CMP_Systems_Interactive_Report.htm). The Systems Change Request Archive may be viewed at [http://www.qwest.com/wholesale/cmp/archive/CLEC\\_Qwest\\_CMP\\_Systems\\_Interactive\\_Report.htm](http://www.qwest.com/wholesale/cmp/archive/CLEC_Qwest_CMP_Systems_Interactive_Report.htm).

1 **Q. WHAT KINDS OF ISSUES DO THE SYSTEMS CHANGE REQUESTS IN**  
2 **TOTAL ADDRESS?**

3 A. The issues addressed in the Systems Change Requests range, for example, from  
4 developing the capability to submit Directory Listing information at the same  
5 LSRs are being submitted through EDI for UNI orders to adding a delete function  
6 to IMA System Administration Options to Bill Format Changes allowing for  
7 inclusion of third-party reference telephone numbers and URLs.

8

9 **Q. WHAT DO THESE MORE THAN 1,000 PRODUCT AND PROCESS AND**  
10 **SYSTEMS CHANGE REQUESTS DEMONSTRATE?**

11 A. That the CMP works efficiently and effectively, and that the four "examples" that  
12 Eschelon witness Michael Starkey chooses to discuss in this Direct Testimony are  
13 not the general rule. Eschelon chose these four issues; one related to a service  
14 that Eschelon doesn't even order, to try to persuade the Commission to adopt  
15 Eschelon's proposed CMP-related ICA language. Using a limited description of  
16 the facts, Eschelon explains events surrounding four issues handled through the  
17 CMP to try to portray Qwest as a bad actor.

18

19 **Q. ESCHELON WITNESS MICHAEL STARKEY ASSERTS THAT**  
20 **ESCHELON IS NOT CRITICIZING THE CMP, BUT RATHER QWEST'S**  
21 **ROLE IN THE CMP AND THAT THE COMMISSION NEED NOT FIND**  
22 **THAT THE CMP IS "BAD" OR "BROKEN" IN ORDER TO ADOPT**  
23 **ESCHELON'S PROPOSED CMP-RELATED ICA LANGUAGE.<sup>3</sup> ARE**  
24 **THESE REPRESENTATIONS BY MR. STARKEY CONSISTENT WITH**

---

<sup>3</sup> Starkey Direct Testimony, p. 79, lines 3-6.

1           **THE POSITION TAKEN BY ESCHELON WITH ITS PROPOSED CMP-**  
2           **RELATED ICA LANGUAGE?**

3    A.    No. Eschelon is attempting to nullify the CMP with regard to the CMP-related  
4           issues in dispute between the parties.

5

6    **Q.    BUT HOW IS THAT TRUE? ISN'T ESCHELON JUST ATTEMPTING TO**  
7           **CAPTURE QWEST'S CURRENT PRACTICES IN THE PARTIES' ICA?**

8    A.    Eschelon seeks to freeze in the parties' ICA Qwest's current practices related to  
9           several issues handled through the CMP historically: PSONs, Fatal Reject  
10          Notices, Loss and Completion Reports and Trouble Report Closure. Eschelon  
11          seeks to expand Qwest's obligations and create one-off, unique processes for  
12          other CMP-related ICA issues in dispute: service intervals, jeopardy notices, and  
13          expedited orders. Eschelon's approach to these issues, whether capturing current  
14          practices or expanding Qwest's obligations, has a dire effect on the CMP by  
15          effectively removing this list of issues from the purview of the CMP. I will  
16          explain why this is true in detail in my testimony below.

17

18   **Q.    WHAT IS THE FUNDAMENTAL DISPUTE BETWEEN THE PARTIES**  
19          **CONCERNING CMP-RELATED ISSUES?**

20   A.    Eschelon claims that Qwest abuses the CMP and uses the CMP to accomplish its  
21          own goals, pushing through changes against CLEC objections. But this claim  
22          ignores completely the reality of the recourse provisions in the document that  
23          governs the CMP, which was developed by the CLECs and Qwest as part of the  
24          2002 CMP redesign (the "CMP Document" attached as Exhibit 1 to my Direct  
25          Testimony), and it ignores the reality of the more than 700 Change Requests



1 submitted by CLECs, including Eschelon, and implemented through the CMP to  
2 their benefit. I will demonstrate below that Eschelon's claims are not supported  
3 by the record. Qwest cannot force anything through the CMP. As I stated in my  
4 Direct Testimony, the CLECs have numerous mechanisms available to them to  
5 delay, alter or prevent Qwest changes. I will present evidence that the CLECs use  
6 these mechanisms to significant effect, preventing Qwest from acting arbitrarily.  
7 I will also demonstrate that the four examples presented by Eschelon have not  
8 been accurately represented, and that these four examples actually show Qwest's  
9 extensive efforts to be responsive to its CLEC customers.

10  
11 **1. Qwest Cannot Act Arbitrarily Through the CMP**

12 **Q. MR. STARKEY CLAIMS ON PAGE 36 OF HIS TESTIMONY THAT "CMP**  
13 **PROVIDES ESCHELON NO REAL ABILITY TO KEEP QWEST FROM**  
14 **UNILATERALLY MAKING" CHANGES. IS THAT BORN OUT BY THE**  
15 **RECORD?**

16 A. No, it is not. In my Direct Testimony, I described the various mechanisms set  
17 forth in the CMP Document that are available to CLECs to oppose changes  
18 proposed by Qwest through the CMP. These include comments, postponement,  
19 escalations, review by the CMP Oversight Committee, dispute resolution, and,  
20 finally, filing a complaint with a state commission. Furthermore, the CMP  
21 archive itself disproves Mr. Starkey's claims. CLECs have rejected a significant  
22 number of the changes proposed by Qwest through the CMP. For example,  
23 Qwest has submitted 436 change requests to the CMP – and withdrawn 97 of  
24 those, either because the CLECs vocally opposed the changes or because, in the  
25 case of systems change requests, they were given such a low priority by the

1 CLEC vote that it was clear that they would not be implemented.

2

3 **Q. DID ESCHELON HELP ESTABLISH THE PROCEDURES THAT**  
4 **PREVENT QWEST FROM ACTING ARBITRARILY IN THE CMP?**

5 A. Yes, as I stated in my Direct Testimony, public records show that Eschelon was a  
6 very active and vocal participant in the CMP redesign process that resulted in the  
7 CMP document controlling the CMP today.

8

9 **Q. ON PAGE 42 OF HIS TESTIMONY, MR. STARKEY MAKES MUCH OF**  
10 **QWEST HAVING A “NOTICE AND GO” CAPABILITY FOR CMP**  
11 **NOTICES AND PROPOSED CHANGES. IS MR. STARKEY'S**  
12 **DESCRIPTION ACCURATE?**

13 A. No. Only Level 0 changes, which Mr. Starkey accurately defines “as changes that  
14 do not change the meaning of documentation and do not alter CLEC operating  
15 procedures,”<sup>4</sup> and Level 1 notices, which Mr. Starkey accurately defines “as  
16 changes that do not alter CLEC operating procedures or changes that are time  
17 critical corrections to a Qwest product/processes”, might be described in this way.

18 All other levels of change require Qwest to give advance notification to CLECs,  
19 giving the CLECs the opportunity to comment or object. But CLECs can prevent  
20 implementation of the proposed changes even under the Level 0 and Level 1  
21 notifications. In addition to all of the layers of recourse that I discussed in my  
22 Direct Testimony, and listed above, Qwest works cooperatively with CLECs in this  
23 process. For example, Qwest issued a Level 1 notice regarding updates to its

---

<sup>4</sup> Starkey Direct Testimony, p. 38, line 12.

1 maintenance and repair documentation on September 27<sup>th</sup>, 2006.<sup>5</sup> When CLECs  
2 expressed concerns about this notice, including regarding the designated level of  
3 the change, Qwest retracted the notice, withdrew the documentation changes, and  
4 proceeded to hold meetings with the CLECs to discuss the changes.

5  
6 **Q. WHAT IS THE RECORD IN CMP ON PRODUCT AND PROCESS**  
7 **CHANGE NOTIFICATIONS AND WHAT DOES THAT RECORD**  
8 **DEMONSTRATE CONCERNING QWEST'S ROLE IN THE CMP?**

9 A. Qwest has submitted over 1900 product and process change notices in the CMP.  
10 Of those 1900 change notices, CLECs have objected to 63. In response to these  
11 63 objections, Qwest retracted, modified, partially implemented, or resubmitted  
12 as change requests, 52 of them. For the remaining 11 notices, following  
13 clarification meetings with the CLECs, it was determined that no action was  
14 required. This data is clear evidence that: (1) Qwest cannot and does not take  
15 unilateral or "arbitrary" action in the CMP; and (2) the CLECs have an  
16 opportunity to delay, change or prevent Qwest initiated changes. The CMP  
17 Document puts controls in place that the CLECs can and do use – just as the  
18 CLECs intended in redesigning the CMP in 2002.

19  
20 **Q. MR. STARKEY CLAIMS ON PAGE 42 OF HIS DIRECT TESTIMONY**  
21 **THAT, “THE VAST MAJORITY OF QWEST-INITIATED CHANGES ARE**  
22 **ACCOMPLISHED THROUGH LEVEL 0-3 EMAIL NOTIFICATIONS.”**  
23 **PLEASE RESPOND.**

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<sup>5</sup> The Notice may be viewed at  
<http://www.qwest.com/wholesale/cnla/uploads/PROS%2E09%2E27%2E06%2EF%2E04212%2EDispatch%5Fand%5FM%26R%5FOverview%2Edoc>.

1 A. Mr. Starkey makes this point as if it supports Eschelon's argument. However, it is  
2 not surprising that there are a large number of lower level changes to the CMP.  
3 These change notices address a variety of minor issues, like typographical  
4 corrections to documentation, postings to web pages, information on training, and  
5 status reports on external documentation changes submitted by CLECs. The CMP  
6 Document contains provisions permitting these types of notifications because  
7 they have a very low or minimal impact on CLEC processes.<sup>6</sup> This is born out  
8 by the fact that CLECs have objected to only 63 of the over 1900 change  
9 notifications submitted in the CMP by Qwest.

10

11 **Q. MR. STARKEY ASSERTS THAT "IN CONTRAST TO THE**  
12 **RELATIVELY QUICK 'NOTICE AND GO' PROCESS THAT IS**  
13 **AVAILABLE TO QWEST, IF A CLEC DISAGREES WITH A CHANGE**  
14 **PROPOSED BY QWEST, ITS ONLY RECOURSE IS TO SEEK**  
15 **EXPENSIVE AND TIME-CONSUMING DISPUTE RESOLUTION IN**  
16 **EACH STATE AFFECTED BY THE CHANGE." AND THEN HE CITES**  
17 **AN ARIZONA DOCKET TO SUPPORT THIS CLAIM.<sup>7</sup> IS THIS**  
18 **REALLY A CLEC'S ONLY RECOURSE AND IS THE ARIZONA**  
19 **DOCKET A VALID COMPARISON TO THE PROCESSES AVAILABLE**  
20 **THROUGH THE CMP?**

21 A. No. First of all, with regard to the expedites issue, which is the subject of the  
22 Arizona docket, Eschelon did not even use one of the most powerful mechanisms  
23 detailed in the CMP Document for disputing changes proposed in the CMP.

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<sup>6</sup> This number does not include informational notices such as those scheduling meetings, notices regarding votes and vote dispositions, and Oversight Committee or Escalation Announcements.

<sup>7</sup> Starkey Direct Testimony, p. 43, lines 10-14.

1 Eschelon did not seek to postpone implementation of the expedite process,  
2 although it could have done so easily. Pursuant to the CMP Document, if Qwest  
3 had disagreed with a request from Eschelon to postpone implementation of the  
4 proposed changes, Eschelon could have asked for an arbitrator to decide whether  
5 implementation of the changes should be postponed until the dispute regarding  
6 the issue was resolved through the CMP or pursuant to Dispute Resolution as set  
7 forth in Section 15 of the CMP Document. If the arbitrator decided against Qwest  
8 and ordered postponement, under the provisions of the CMP Document, Qwest  
9 would have been required to pay the arbitrator's costs (and, vice versa, if the  
10 arbitrator decided against Eschelon, Eschelon would have been required to pay  
11 costs). But Eschelon did not seek postponement or to use the Dispute Resolution  
12 process established in the CMP Document. Instead, it opted to file litigation.  
13 Second, Mr. Starkey tries to portray the scheduling of the hearing for the Arizona  
14 docket as the norm for complaint proceedings. What Mr. Starkey omits is the  
15 primary reason for why the hearing was delayed: Qwest's counsel had a six-week  
16 jury trial in Boston that caused a scheduling conflict.

17  
18 **Q. HAS A CLEC EVER USED THE DISPUTE RESOLUTION PROCESS IN**  
19 **THE CMP?**

20 A. Yes, the dispute resolution process was invoked once, by VCI.<sup>8</sup> The matter was  
21 taken to the Oversight Committee where it was settled by the parties. Eschelon  
22 was instrumental in helping the parties come to agreement.<sup>9</sup>

23  

---

<sup>8</sup> Exhibit RA-19RT Dispute submitted by VCI.

<sup>9</sup> Exhibit RA-20RT Oversight Committee Meeting Minutes on VCI Dispute.

1 **Q. WAS ESCHELON RESPONSIBLE FOR CREATING ANOTHER CMP**  
2 **MECHANISM THAT ALLOWS CLECS TO MAKE CHANGES TO**  
3 **QWEST’S PROCESSES AND PROCEDURES?**

4 A. Yes. Eschelon requested, and Qwest implemented, the “External Documentation  
5 Process.”<sup>10</sup> This process allows CLECs to request documentation updates  
6 without issuing a CMP change request.<sup>11</sup> These requests are limited to Level 1  
7 and Level 2 changes and are communicated via an email announcement. So Mr.  
8 Starkey’s statement on page 33 of his testimony that “there are no CLEC CMP  
9 notifications” is not entirely accurate. Since this process was created, CLECs  
10 have submitted 103 documentation requests. Qwest has accepted and  
11 implemented 70% of these, 75% of which were submitted by Eschelon.

12

13 **Q. DOES QWEST MAKE UP THE RULES OF THE CMP AS IT GOES**  
14 **ALONG AS MR. STARKEY CLAIMS ON PAGE 78 OF HIS TESTIMONY?**

15 A. No. The CMP Document governs the process and Qwest adheres to it, which the  
16 record amply demonstrates.

17

18 **Q. DOES QWEST HAVE THE ABILITY TO CHANGE THE PROVISIONS IN**  
19 **THE CMP DOCUMENT UNILATERALLY?**

20 A. No, changes to the CMP Document can only be made by a unanimous vote of all  
21 parties at a CMP meeting, per the rules of the CMP document.

22

23 **Q. HAVE ANY CHANGES BEEN MADE TO THE CMP DOCUMENT SINCE**

---

<sup>10</sup> Exhibit RA-21RT Eschelon’s CR PC030603-1.

<sup>11</sup> Details regarding the process can be found at  
<http://www.qwest.com/wholesale/clecs/exdocprocessrequest.html>.

1           **IT WAS DRAFTED BY THE INDUSTRY AS A WHOLE?**

2    A.    Yes. Through September 2006, parties have submitted 22 change requests  
3           seeking changes to the CMP Document. Of these, 16 have been passed by a  
4           unanimous vote of the CMP participants.

5

6    **Q.    HOW MANY OF THESE CHANGES WERE REQUESTED BY QWEST?**

7    A.    Qwest requested 15 of these changes to the CMP Document. Of these, 13 have  
8           been passed by a unanimous vote of the CMP participants. One did not pass, and  
9           one is still pending.

10

11   **Q.    HAS ESCHELON REQUESTED CHANGES TO THE CMP DOCUMENT?**

12   A.    Yes. Eschelon has requested two changes to the CMP Document. Of these, one  
13          passed by a unanimous vote of the CMP participants and the other one did not  
14          pass.

15

16   **Q.    WHAT DO THESE CMP DOCUMENT CHANGE REQUESTS**  
17          **DEMONSTRATE?**

18   A.    First, that all CMP participants have the ability to request changes to the  
19          document governing the operation of the CMP. Second, that no party, including  
20          Qwest, has the ability to change the CMP Document without the unanimous  
21          consent of all CMP participants.

22

23          **2.       The Relationship between the Parties' ICA and the CMP**

24   **Q.    ESCHELON'S WITNESSES CLAIM THAT ESCHELON'S PROPOSED**  
25          **CMP-RELATED INTERCONNECTION AGREEMENT LANGUAGE WILL**

1           **HAVE NO IMPACT ON THE CMP. ARE THEY CORRECT?**

2    A.   No. Eschelon engages in a misleading fiction: that because interconnection  
3           agreement language trumps inconsistent CMP provisions then, by definition,  
4           Eschelon's interconnection agreement proposals will have no impact on the CMP.  
5           To accept Eschelon's position, one must accept that Qwest can operate one way  
6           for Eschelon and another way for all of Qwest's other CLEC customers. This  
7           assumes that it is technically and economically feasible for Qwest to build and  
8           maintain separate system functionality for Eschelon and to create and maintain  
9           separate processes for Eschelon, all without compensation from Eschelon. This  
10          assumption is not valid or reasonable. The effect of Eschelon's proposed CMP-  
11          related ICA language contradicts the primary purposes for which the CMP was  
12          created – to establish a single set of systems and processes and a centralized  
13          mechanism for managing changes to those systems and processes. If multiple  
14          CLECs take the same approach Eschelon proposes here, Qwest and its wholesale  
15          customers will be on a slippery slope. In the next arbitration between Qwest and  
16          the next CLEC, which issues historically handled through the CMP will the  
17          CLEC seek to freeze in place in its ICA? How many one-off special processes  
18          will Qwest be asked to implement in the next arbitration?

19

20   **Q.   ESCHELON WITNESS MR. STARKEY CLAIMS AT PAGE 25 OF HIS**  
21           **DIRECT TESTIMONY THAT QWEST IS SEEKING TO REVERSE THE**  
22           **HIERARCHY BETWEEN INTERCONNECTION AGREEMENTS AND**  
23           **THE CMP PROCESS. IS HE CORRECT?**

24    A.   No, he is not. Qwest recognizes that where interconnection terms conflict with  
25          CMP processes, the interconnection terms prevail. Qwest's position addresses



1 more fundamental questions: (1) Will CLECs receive better, more efficient  
2 service if processes are addressed and developed through the CMP rather than in  
3 interconnection agreements? (2) Should existing processes be frozen in place  
4 for the term of an interconnection agreement or be allowed to improve consistent  
5 with the priorities and input of the industry as a whole?

6 For several important reasons, the CMP is a more effective process than having a  
7 series of interconnection agreements that seek to freeze particular procedures in  
8 place. First, upholding an effective CMP ensures that decisions on processes and  
9 procedures are made by members of the industry that have an interest, rather than  
10 by one CLEC holding the issue hostage through its ICA or by having commissions  
11 make decisions on detailed technical issues that involve a large number of CLECS  
12 and competing concerns. Second, Qwest's proposed language and, indeed, its  
13 approach generally here with regard to CMP-related ICA sections, helps ensure that  
14 CLECs are treated in a nondiscriminatory manner. Third, Qwest's approach  
15 ensures that Qwest can train its employees on one set of procedures to provide  
16 service to all CLECs and, as a result, provide efficient and high quality service to  
17 all. Qwest's service performance since the time that the CMP has been in place has  
18 been outstanding. Finally, Qwest's proposed CMP-related language prevents  
19 burdensome administrative efforts and costs, namely negotiating and filing  
20 hundreds of interconnection agreement amendments before improvements  
21 requested through the CMP can be implemented.

22  
23 **Q. MR. STARKEY ARGUES ON PAGE 25 OF HIS DIRECT TESTIMONY**  
24 **THAT A PROVISION IN THE CMP DOCUMENT EVIDENCES THAT THE**  
25 **CMP WAS NOT INTENDED TO CENTRALIZE PROCESSES AND**

1           **SYSTEMS. IS THIS A VALID ARGUMENT?**

2       A.   No, it does not hold up under examination. Mr. Starkey cites the provision in the  
3       CMP Document that makes clear that the terms of an ICA prevail in cases of  
4       conflict between it and the CMP. He states that this provision is a "built-in  
5       recognition" of ICA terms that vary from the CMP. Then he concludes that this  
6       "recognition" disproves Qwest's assertion that a primary purpose of the CMP is to  
7       create uniform processes and procedures. This line of reasoning does not make  
8       sense. And it flies in the face of why the industry as a whole worked so hard to  
9       create the CMP in the first instance. The CMP Document itself states in Section  
10      1.0, Introduction and Scope, that:

11                           CMP provides a means to address changes that support or  
12                           affect pre-ordering, ordering/provisioning,  
13                           maintenance/repair and billing capabilities and associated  
14                           documentation and production support issues for local  
15                           services . . . provided by . . . CLECS to their end users.  
16                           The CMP is applicable to Qwest's 14-state in-region  
17                           serving territory.

18      Before the development of the CMP, CLECs were complaining loudly about  
19      Qwest's service quality. The PIDs evidence the significant improvements in  
20      Qwest's service quality after the development of the CMP, which resulted in the  
21      creation of uniform processes and procedures that Qwest could train its employees  
22      to apply and provide on a nondiscriminatory basis for its wholesale customers.

23

24      **Q. TO SUPPORT ESCHELON'S PROPOSED CMP-RELATED ICA**  
25      **LANGUAGE, MR. STARKEY POINTS OUT ON PAGE 39 OF HIS DIRECT**  
26      **TESTIMONY THAT "MANY OF THE AGREED UPON ICA PROVISIONS**  
27      **. . . HAVE A MODERATE OR MAJOR EFFECT ON ESCHELON'S**  
28      **OPERATING PROCEDURES, BUT MANY OF THEM DID NOT GO**

1           **THROUGH CMP AS THEY WERE NEGOTIATED OR OPTED IN TO AND**  
2           **PUBLICLY FILED WITH THE COMMISSION.” PLEASE COMMENT.**

3    A.   Mr. Starkey neglects to mention that “many of the agreed upon ICA provisions”  
4           were changes proposed by Eschelon. Qwest undertook significant efforts over the  
5           last four years to negotiate with Eschelon and to reach agreement on disputed  
6           ICA language. In the spirit of these negotiations, Qwest compromised when it  
7           could and tried hard to avoid including too much process and procedure in the  
8           ICA. Mr. Starkey cites Mr. Denney’s Exhibit DD-5 as an example of the "many  
9           agreed upon provisions". But Mr. Denney’s Exhibit covers only two paragraphs  
10           from Section 8 of the ICA. Two paragraphs do not represent “many” ICA  
11           provisions.

12  
13   **Q.   MR. STARKEY CLAIMS ON PAGE 17 OF HIS DIRECT TESTIMONY**  
14           **THAT QWEST HAS NO LITMUS TEST OR BRIGHT LINE RULE THAT**  
15           **EXCLUDES CERTAIN ISSUES FROM INCLUSION IN A COMMISSION-**  
16           **APPROVED INTERCONNECTION AGREEMENT. PLEASE RESPOND.**

17    A.   There is no litmus test or bright line rule that excludes issues from a commission-  
18           approved interconnection agreement. Eschelon takes the position that not having  
19           such a test or bright line is a flaw or problem in Qwest's reasoning on CMP-  
20           related issues. But suggesting that such a test or bright line is necessary ignores  
21           the reality of both history and of the parties' four years of negotiation. As I said  
22           in my Direct Testimony, older interconnection agreements contain some specific  
23           procedural terms. Qwest has worked hard to eliminate those terms from  
24           subsequent interconnection agreements to allow the centralization of those  
25           processes and procedures. With its proposed CMP-related ICA language,

1 Eschelon would have Qwest turn back the clock to the days when processes were  
2 decentralized, and unique and sometimes contradictory terms and procedures  
3 increased provisioning errors and harmed service quality.

4  
5 **3. The Legal Authority Cited by Eschelon Does Not Support its Position**

6 **Q. IN ANSWER TO THE QUESTION, "HAS THE FCC CONSIDERED THIS**  
7 **QWEST PROPOSED TEST FOR LIMITING THE SCOPE OF**  
8 **INTERCONNECTION AGREEMENTS?" MR. STARKEY ANSWERS**  
9 **"YES, THE FCC EXPRESSLY REJECTED QWEST'S ARGUMENT".**  
10 **THEN HE CITES THE *DECLARATORY RULING*. DO YOU AGREE THAT**  
11 **THE FCC HAS MADE SUCH A CONSIDERATION AND EXPRESSLY**  
12 **REJECTED IT?**

13 A. No. First, Qwest has not proposed a litmus test or bright line rule for what should  
14 or should not be included in an ICA. What Qwest has argued is for the  
15 Commission to uphold the CMP, which quite simply works effectively, as the  
16 record demonstrates and as the industry intended in redesigning the CMP in 2002.  
17 Second, the *Declaratory Ruling*, and also the *Forfeiture Order* cited Mr. Starkey,  
18 do not speak to the issues Mr. Starkey claims, let alone "expressly reject" Qwest's  
19 argument for its proposed CMP-related language in this arbitration.

20  
21 **Q. DID THE FCC ADDRESS THE CHANGE MANAGEMENT PROCESS IN**  
22 **THE *DECLARATORY RULING* OR IN THE *FORFEITURE ORDER*?**

23 A. No, it did not even mention the CMP in either decision. The *Declaratory Ruling*  
24 concerns something else altogether: the scope of the mandatory filing  
25 requirement set forth in section 252 of the Communications Act of 1934, as

1 amended. Furthermore, just eight weeks before the FCC issued the *Declaratory*  
2 *Ruling*, the FCC Wireline Competition Bureau completed an ICA arbitration in  
3 Virginia between AT&T and Verizon and adopted language in the parties' ICA  
4 that provided for certain matters (changes to the process for UNE conversions) to  
5 be addressed through the change management process.<sup>12</sup> It is unlikely that the  
6 FCC would eliminate or hobble an FCC approved process like the CMP without  
7 addressing the issue expressly just a few weeks after its Wireline Bureau  
8 supported its use in an arbitration.

9 In the *Forfeiture Order*, the FCC addressed Qwest's obligation to file  
10 interconnection agreements with state commissions. The CMP was not an issue in  
11 the case. Nothing in the *Forfeiture Order* requires that the business procedures  
12 managed by the CMP be incorporated into interconnection agreements.

13

14 **Q. IN HIS ATTACK ON QWEST'S ADVOCACY UPHOLDING THE CMP**  
15 **AND EXPLAINING THE BENEFITS OF UNIFORM PROCESSES AND**  
16 **PROCEDURES, MR. STARKEY ARGUES THAT THE WASHINGTON**  
17 **COMMISSION HAS ISSUED DECISIONS ON POINT REJECTING THESE**  
18 **NOTIONS OF STANDARDIZATION. WHAT DID THE COMMISSION**  
19 **DETERMINE IN THE DECISIONS CITED BY MR. STARKEY?**

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<sup>12</sup> *In the Matter of In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration; In the Matter of Petition of Cox Virginia Telcom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia, Inc. and for Arbitration; In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc., Memorandum Opinion and Order*, 17 FCC Rcd 27039, CC Docket No. 00-218; 00-249; 00-251; Released July 17, 2002; para. 343.

1 A. The first Commission Order cited by Mr. Starkey does not address the CMP or  
2 any processes or procedures even remotely akin to PSONs, fatal reject notices or  
3 service intervals. On page 28 of his Direct Testimony, Mr. Starkey cites  
4 paragraph 79 of Order No. 17 in the case of *In re Petition for Arbitration of an*  
5 *Amendment to Interconnection Agreements of Verizon Northwest Inc. with*  
6 *Competitive Local Exchange Carriers and Commercial Mobile Radio Service*  
7 *Providers in Washington Pursuant to 47 U.S.C. Section 252(b) and the Triennial*  
8 *Review Order*. Paragraph 79 addresses change of law provisions and, thus, an  
9 issue fundamentally different from the operational network-related CMP issues in  
10 this arbitration. This difference is reflected in the fact that Qwest has not argued  
11 that the parties' dispute over change of law language in Section 2.2 more properly  
12 belongs in the CMP.

13  
14 **Q. DOES THE SECOND WASHINGTON COMMISSION DECISION CITED**  
15 **BY MR. STARKEY SUPPORT ESCHELON'S ARGUMENT AGAINST THE**  
16 **CMP, AND FOR A SERIES OF ONE-OFF PROCESSES AND**  
17 **PROCEDURES PARTICULAR TO ESCHELON?**

18 A. No. The second case cited by Mr. Starkey supports Qwest's position. In Docket  
19 UT-043045, the Arbitrator ruled that "The issue of USOC codes and circuit  
20 identification number assignments is more appropriately addressed through  
21 Qwest's Change Management process, as it appears that Covad has begun to  
22 pursue . . . Likewise, the issue of billing errors and completeness is more properly  
23 addressed through processes established to focus on performance measurements  
24 under Qwest's QPAP than in this arbitration proceeding".<sup>13</sup>

---

<sup>13</sup> *In re the Petition for Arbitration of Covad Communications Company with Qwest Corporation*

1 **Q. DID THE WASHINGTON COMMISSION AFFIRM THE ARBITRATOR'S**  
2 **REPORT AND DECISION?**

3 A. Yes, explicitly. The Commission confirmed, "we agree with the Arbitrator that  
4 this issue [USOC codes and circuit identification number assignments] is more  
5 appropriately addressed in the Change Management Process".<sup>14</sup> In this case, the  
6 Commission drew distinctions between processes and procedures appropriately  
7 addressed through the CMP versus through specific language in an ICA.  
8 Similarly in this docket, there are a series of issues in dispute between the parties  
9 that concern the question of whether the CMP or the ICA is the most appropriate  
10 forum. The processes that Qwest argues belong addressed through the CMP are  
11 similar to the processes that this Commission considered in the Qwest/Covad  
12 arbitration and concluded should be handled "more appropriately" through the  
13 CMP.

14  
15 **Q. MR. STARKEY STATES ON PAGE 37 OF HIS TESTIMONY THAT THE**  
16 **REALITIES OF CMP, "RUN COUNTER TO QWEST'S BASIC PREMISE**  
17 **THAT SOME ISSUES ARE INHERENTLY CMP ISSUES THAT SHOULD**  
18 **BE EXCLUDED FROM THE ICA." HE THEN DISCUSSES THE FOUR**  
19 **"EXAMPLES" YOU LISTED AT THE BEGINNING OF THIS**  
20 **TESTIMONY. WHAT DO YOU INTEND TO DEMONSTRATE HERE**  
21 **WITH REGARD TO ESCHELON'S EXAMPLES?**

22 A. Mr. Starkey and other Eschelon witnesses have presented a misleading picture of

---

*Pursuant to 47 U.S.C. Section 252(b) and the Triennial Review Order, Arbitrator's Report and Decision, Docket No. UT-043045; Order No. 4; Nov. 2, 2004; para. 101-102.*

<sup>14</sup> *Id.*, Final Order Affirming, in Part, Arbitrator's Report and Decision; Granting, in Part, Covad's Petition for Review; Order No. 6; Feb. 9, 2005; para. 103.

1 the four examples they use as a basis for their claim that Qwest has been  
2 inconsistent in its behavior in the CMP. These examples concern: the processing  
3 of orders in jeopardy, the processing of delayed orders, CRUNEC and the TRRO  
4 PCAT. I will provide additional details regarding each example below. But in  
5 sum, Eschelon has presented small pieces of the record for each of these topics,  
6 and chosen the pieces that seem on the surface to support Eschelon's position. I  
7 will present a more complete discussion of each topic, and I will demonstrate in  
8 each case that what Eschelon has portrayed as Qwest "changing its mind" or  
9 Qwest acting "inconsistently" is in fact Qwest's significant efforts to be  
10 responsive to its CLEC customers.

11  
12 **4. Jeopardy Procedures**

13 **Q. ESCHELON CLAIMS THAT QWEST COMMITTED TO DELIVERING A**  
14 **NEW DUE DATE RESOLVING AN ORDER IN JEOPARDY AT LEAST**  
15 **ONE DAY IN ADVANCE OF THE NEW DUE DATE. DID QWEST MAKE**  
16 **SUCH A COMMITMENT?**

17 A. No, and the CMP record proves it. The evidence presented by Eschelon  
18 regarding the applicable CMP Change Requests shows that Qwest never made  
19 such a commitment. In order to present a more complete record of the activities  
20 that took place regarding the Change Requests in question, I have attached the  
21 actual Change Requests, which include the minutes from the Project Meetings.<sup>15</sup>  
22 As I will cite below, a review of the meeting minutes associated with these  
23 Change Requests shows that there was never an explicit request by Eschelon or  
24 an agreement by Qwest to provide "at least a day" or 24 hours notice in advance

---

<sup>15</sup> Exhibit RA-22RT CR PC072303-1; Exhibit RA-23RT CR PC081403-1.



1 of a new due date.

2

3 **Q. DID ESCHELON'S ORIGINAL CHANGE REQUEST SEEK THE ONE**  
4 **DAY ADVANCE NOTICE?**

5 A. No. The CMP meeting minutes dated August 20, 2003 make this clear:

6 August CMP Meeting Bonnie Johnson with Eschelon  
7 presented this CR. Bonnie explained that Eschelon is  
8 asking that the circuit not be put into CNR [Customer Not  
9 Ready] Status until 5 p.m. local time on the due date.<sup>16</sup>

10 The minutes for the next CMP meeting on September 17, 2003 contain Qwest's  
11 response:

12 September CMP Meeting Jill Martain with Qwest said that  
13 Qwest accepts this CR and will be making changes to a  
14 backend system to hold CNR jeopardies until 6 p.m.  
15 Mountain time.<sup>17</sup>

16

17 **Q. IS THERE A SECOND, JEOPARDY-RELATED CHANGE REQUEST**  
18 **THAT WAS SUBMITTED BY ESCHELON?**

19 A. Yes. That was Change Request PC081403-1. The first Change Request related  
20 to jeopardy notices was submitted by Eschelon on July 23, 2003. Eschelon  
21 submitted a second Change Request related to jeopardy notices on August 14,  
22 2003. Qwest pointed out that the first Request had "synergies" with the second:

23 Qwest believes this CR has synergies with the Eschelon CR  
24 PC072303-1 'Customer Not Ready (CNR) jeopardy notice  
25 should not be sent by Qwest to CLEC before 5 PM'. Qwest  
26 proposes moving this Change Request into Evaluation  
27 Status while we investigate the commonalities further and

---

<sup>16</sup> Exhibit RA-22RT PC072303-1, p. 4.

<sup>17</sup> *Id.*

1 will provide a status update at the November CMP  
2 meeting.<sup>18</sup>

3 On behalf of Eschelon, Mr. Starkey has argued that the first Change Request  
4 submitted by Eschelon, PC072303-1, "has nothing to do with Qwest facility  
5 jeopardies" and that "the resolution of one request did not replace the other".<sup>19</sup> But  
6 this was not Eschelon's position at the time the parties addressed Eschelon's two  
7 jeopardy-related Change Requests in the CMP. The CMP record for Eschelon's  
8 second Change Request, PC081403-1, under the heading "Description of Change",  
9 states:

10 Changed the description of this CR as a result of synergies  
11 with PC072303-1. During the October 15 CMP meeting  
12 we discussed whether we should close/leave open/ or  
13 update CR PC081403-1 'Delayed order process modified to  
14 allow the CLEC a designated time frame to respond to a  
15 released delayed order'. *The reason we wanted to*  
16 *close/leave open or update PC081403-1 is because*  
17 *PC072303-1 is meeting many of the needs. Bonnie*  
18 *Johnson agreed to change this CR, as long as we retained*  
19 *the original CR description.*<sup>20</sup>

20

21 **Q. THROUGH THE COURSE OF ADDRESSING CHANGE REQUESTS**  
22 **PC072303-1 AND PC081403-1 IN THE CMP, DID ESCHELON CLARIFY**  
23 **THE TIME FRAME IT WAS REQUESTING FOR ADVANCE NOTICES?**

24 A. Yes. In a CMP clarification meeting on August 26, 2003, Eschelon refined its  
25 request:

26 Bonnie [Johnson] advised they would like a 2-4 business  
27 hour time frame to respond to the FOC before Qwest puts

<sup>18</sup> Exhibit RA-23RT PC081403-1, p. 11.

<sup>19</sup> Starkey Surrebuttal Testimony, *In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration with Qwest Corp. Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996*; MN PUC; Docket No. P-5340, 421/IC-06-768; p. 9, lines 14-15; p. 11, line 5.

<sup>20</sup> Exhibit RA-23RT PC081403-1; p. 1 (emphasis added).

1 the LSR [Local Service Request] in CNR [Customer Not  
2 Ready status].<sup>21</sup>

3

4 **Q. HOW DID QWEST RESPOND TO MS. JOHNSON'S REFINED REQUEST**  
5 **ON BEHALF OF ESCHELON?**

6 A. Qwest proposed a compromise. In a subsequent CMP ad hoc meeting on October  
7 6, 2003, the following took place:

8 Jill Martain discussed the synergy's (sic) between  
9 PC072303-1 and this CR and the issue that came up in the  
10 CLEC Forum about FOCs not being sent after a delayed  
11 order is released. Jill explained she would like to  
12 implement changing the jep [jeopardy] timeframe to 6 pm  
13 as identified in PC072303-1. As a result of this change it  
14 will address many of the issues with not enough time to  
15 respond to a jep. Jill referred to this as Phase 1. Jill will  
16 issue a Qwest CR to modify the Jep Process and make  
17 additional changes as needed. Changes such as define jep  
18 codes, determine when to send jeps, and for what  
19 conditions. Jill said she certainly can accommodate some  
20 time frames in between FOC and Jep. Jill referred to this as  
21 Phase 2. Bonnie agreed that Jill's new CR and  
22 implementing the changes for PC072303-1 will take care of  
23 this CR. Changing the jep times will take care of most of  
24 these issues.<sup>22</sup>

25

26 **Q. DID ESCHELON AGREE TO QWEST'S ALTERNATIVE PROPOSAL FOR**  
27 **THE CHANGE REQUEST?**

28 A. Yes. As noted in the CMP meeting minutes for December 8<sup>th</sup>:

29 Bonnie Johnson – Eschelon asked about the CR request  
30 regarding when the CLEC gets a jep, and then Qwest does  
31 not allow the CLEC time to react to the FOC (4 hour  
32 minimum). Jill asked Bonnie if we could wait and  
33 determine the impact of the 6pm jep time change as this  
34 change should reduce the number of jeps and reduce this

---

<sup>21</sup> *Id. at p. 11.*

<sup>22</sup> *Id. at p. 10.*

1 issue. Bonnie agreed we could discuss this later if it is still  
2 an issue.<sup>23</sup>

3 And in the CMP meeting on July 21, 2004: "Bonnie said it is hard to determine at  
4 times [whether jeopardy-related issues are a compliance issue or a process  
5 problem], but she is willing to close this CR and handle the compliance issue with  
6 the Service Manager. The CLECs agreed to close the CR."<sup>24</sup>

7 As noted above, Bonnie Johnson agreed to Qwest's proposal. As is customary  
8 through the CMP, a series of meetings between Qwest and the CLECs took place to  
9 discuss the details of the jeopardy-related Change Requests, and the parties worked  
10 diligently and successfully to come up with a collaborative solution.

11

12 **Q. CAN QWEST CLOSE A CHANGE REQUEST WITHOUT THE EXPRESS**  
13 **PERMISSION OF THE CLECS?**

14 A. No. The CMP Document provides: "The CR will be closed when CLECs  
15 determine that no further action is required for that CR."<sup>25</sup> The CMP Document  
16 also states that, "A CR is updated to Completed status when the CLECs and  
17 Qwest agree that no further action is required to fulfill the requirements of the  
18 CR."<sup>26</sup>

19

20 **Q. DID ESCHELON EVER USE THE CMP ESCALATION PROCEDURE TO**  
21 **INDICATE THAT IT WAS NOT SATISFIED WITH THE OUTCOME OF**  
22 **EITHER OF THE TWO JEOPARDY-RELATED CHANGE REQUESTS?**

---

<sup>23</sup> *Id.* at p. 9.

<sup>24</sup> *Id.* at p. 4.

<sup>25</sup> Exhibit RA-2 CMP Document, Section 5.3.1.

<sup>26</sup> *Id.* at Section 5.3.1

1 A. No.

2

3 **Q. DID ESCHELON SEEK TO POSTPONE IMPLEMENTATION OF THE**  
4 **CHANGE TO THE PROCESS?**

5 A. No.

6

7 **Q. DID ESCHELON GO TO THE CMP OVERSIGHT COMMITTEE TO**  
8 **DISPUTE THE OUTCOME OF THE CHANGE REQUESTS?**

9 A. No.

10

11 **Q. DID ESCHELON USE THE CMP DISPUTE PROCESS FOR THE CHANGE**  
12 **REQUESTS?**

13 A. No.

14

15 **Q. HAS ESCHELON SUBMITTED A NEW CHANGE REQUEST SEEKING A**  
16 **ONE DAY ADVANCE NOTICE?**

17 A. No.

18

19 **Q. SHOULD THE JEOPARDY PROCESS DEVELOPED THROUGH THE**  
20 **CMP BE CHANGED IN THE PARTIES' ICA THROUGH ESCHELON'S**  
21 **PROPOSED LANGUAGE THAT OBLIGATES QWEST TO PROVIDE**  
22 **ESCHELON WITH 24 HOUR ADVANCE NOTICE OF A NEW DUE DATE**  
23 **FOR AN ORDER IN JEOPARDY STATUS?**

24 A. No. The jeopardy process is used by all CLECs, and Eschelon willingly and  
25 effectively used the CMP to change the jeopardy process in the past. Eschelon's

1 attempt to now claim that the CMP process was somehow flawed, when Eschelon  
2 agreed to Qwest's implementation of the Change Request at issue, should be  
3 rejected. Indeed, by its own course of conduct, Eschelon should be estopped from  
4 asserting that its proposed CMP-related ICA language is justified by its one-sided  
5 recount of CMP history. The CMP record shows that the implementation of  
6 Eschelon's Change Requests was a work of compromise between the parties.  
7 Qwest never promised a one-day advance notice. Despite Eschelon's  
8 representations to the contrary, what the jeopardy example demonstrates is that  
9 Qwest and CLECs work together cooperatively through the CMP, and resolve the  
10 issues submitted by the CLECs and Qwest through Change Requests.

11  
12 **5. Delayed Orders**

13 **Q. MR. STARKEY'S DISCUSSION CENTERS ON ISSUE 9-32, WHICH HAS**  
14 **SINCE BEEN RESOLVED BY THE PARTIES. IF DETAILS OF THE**  
15 **ISSUE ARE DISCUSSED, WILL YOU BE THE RESPONDING WITNESS?**

16 A. No. Qwest witness Ms. Karen Stewart can discuss the specifics of Issue 9-32. I  
17 am responding to Mr. Starkey's allegations concerning how this issue was  
18 handled in the CMP.

19  
20 **Q. WHY DID QWEST SUBMIT THE DELAYED ORDERS ISSUE IN THE**  
21 **CMP IN THE FIRST PLACE?**

22 A. Historically, changes to processes, such as the held order process, have been  
23 managed in the CMP. This process has an impact on all CLECs. Qwest made  
24 these facts clear, as well as its position that the CMP should continue to manage  
25 changes to the process, during its interconnection agreement negotiations with

1 Eschelon. Eschelon submitted four proposals concerning the held order process,  
2 and Qwest concluded that it could compromise by accepting Eschelon's second  
3 proposal so long as the change was managed in the CMP. Qwest informed  
4 Eschelon that it would introduce a change request in the CMP to work towards  
5 closing the issue and eliminating it from the arbitration.

6  
7 **Q. MR. STARKEY STATES ON PAGE 51 OF HIS TESTIMONY, THAT**  
8 **ESCHELON WANTED ALL FOUR ALTERNATIVES CONSIDERED IN**  
9 **THE CMP. IS THAT HOW PROCESS CHANGES ARE NORMALLY**  
10 **HANDLED IN THE CMP?**

11 A. No. Process changes are normally clearly defined in change requests. Qwest's  
12 attempt to settle this disputed issue by submitting a process change through a  
13 change request in the CMP, where the issue belonged, was a good faith effort on  
14 Qwest's part to accept Eschelon's second proposal on this issue. When Qwest  
15 submitted the change request in the CMP, Qwest replaced the word "available" in  
16 Eschelon's proposed language with "in the ground". Qwest made this edit as part  
17 of its change request so that Eschelon and other CLECs could consider it. There  
18 was no attempt here by Qwest to act unilaterally or arbitrarily. To the contrary,  
19 Qwest was working to settle the arbitration issue. Through the CMP, all of the  
20 steps of review and avenues of recourse that the CMP Document provides were  
21 available to Eschelon.

22  
23 **6. CRUNEC**

24 **Q. HAVE ANY CLECS USED THE CRUNEC PROCESS SINCE IT WAS**  
25 **COMPLETED AND IMPLEMENTED IN 2004?**

1 A. No. To date, seven CLECs have signed CRUNEC amendments, which are  
2 effective in five states.<sup>27</sup> No CLEC has placed a CRUNEC order. Mr. Starkey  
3 admits that Eschelon does not use the CRUNEC process.<sup>28</sup>  
4

5 **Q. WHY DID QWEST SUBMIT A CHANGE REQUEST IN THE CMP**  
6 **RELATED TO THE UNE CONSTRUCTION (“CRUNEC”) PROCESS?**

7 A. As Qwest witness Mr. Hubbard explains, the description for CRUNEC in the  
8 PCAT contained the word "conditioning". But it was confusing because  
9 "conditioning" in the context of CRUNEC does not mean the same task when the  
10 term "conditioning" is used in conjunction with loops for the provisioning of data  
11 services. Mr. Starkey's discussion of this issue reflects this confusion. He states,  
12 "previously, Qwest had conditioned loops in the normal course of provisioning  
13 without additional charge."<sup>29</sup> But conditioning loops bears no resemblance  
14 whatsoever to "conditioning" as it relates to CRUNEC. The two are not the same,  
15 and that was the reason Qwest made the wording change in the PCAT CRUNEC  
16 description in the first instance. The edit was simply a clarification.  
17

18 **Q. CAN THE NOTICE ISSUED BY QWEST IN 2003 BE ACCURATELY**  
19 **CHARACTERIZED AS A "NOTICE AND GO" CMP NOTIFICATION, AS**  
20 **ALLEGED BY MR. STARKEY?**<sup>30</sup>

21 A. No. Mr. Starkey admits on page 34 of his Direct Testimony that Level 3 changes  
22 require initial notification at least 31 calendar days prior to implementation. This

---

<sup>27</sup> Eschelon has not signed a CRUNEC Amendment.

<sup>28</sup> Starkey Direct Testimony, p. 56, lines 3-5.

<sup>29</sup> Starkey Direct Testimony, p. 57, lines 14-15.

<sup>30</sup> Starkey Direct Testimony, p. 56, line 11.



1 time period gives the CLECs an opportunity to assess the impact of the proposed  
2 change on their operations, and object to the notice if necessary. I have described  
3 the various recourses available to CLECs that allow them to stop the process and  
4 debate the change with Qwest. There is nothing “notice and go” about a Level 3  
5 change like the one at issue here.

6

7 **Q. MR. STARKEY CLAIMS ON PAGE 58 OF HIS DIRECT TESTIMONY**  
8 **THAT THE CRUNEC NOTICE CAUSED PROBLEMS FOR ESCHELON.**  
9 **WAS THE CHANGE TO THE CRUNEC PROCESS RESPONSIBLE FOR**  
10 **AN INCREASE IN ESCHELON’S HELD ORDERS?**

11 A. No. Eschelon does not even use the CRUNEC process, which Mr. Starkey  
12 admits. Furthermore, at the same time that Qwest issued the CMP notice for its  
13 proposed change clarifying the CRUNEC process, Qwest was instructing its  
14 technicians to follow proper procedures for the construction of DS1 loops. In  
15 error, Qwest's technicians had been constructing DS1 loops outside of process.  
16 Mr. Starkey’s description of events is not completely accurate.

17

18 **Q. WAS THE INCREASE IN HELD ORDERS THE “DRAMATIC SPIKE”**  
19 **DESCRIBED BY MR. STARKEY?**

20 A. No, not really. What Mr. Starkey does not explain is that the spike discussed in  
21 the document he referenced was for a specific type of held orders, but was not  
22 reflective of held orders over all. In fact, a review of data for all held orders for  
23 DS1 loops during the time in question shows a decline in Eschelon’s held orders  
24 over all. For the months of April through July of 2003, Eschelon’s total  
25 percentage of held orders was **[BEGIN CONFIDENTIAL] XXXXXXXXXXXXX**

Redacted

1 XXXXXXXXXXXX [END CONFIDENTIAL]

2

3 **7. TRRO PCAT**

4 **Q. WHY DID QWEST SUBMIT CHANGE REQUEST PC103704-1ES**  
5 **RELATED TO IMPLEMENTATION OF THE TRRO?**

6 A. Qwest's intent in submitting this Change Request was to implement PCAT  
7 changes associated with products that were impacted by the USTA II and TRRO  
8 Orders.<sup>31</sup>

9

10 **Q. IS ESCHELON'S DESCRIPTION OF THE TRRO PCAT AS A "SECRET**  
11 **PCAT" VALID?**

12 A. Absolutely not. Nothing was ever "secret", as alleged by Eschelon in the most  
13 inflammatory fashion possible. Qwest made the information concerning the  
14 changes to the PCAT related to the TRRO available to all CLECs, whether or not  
15 they needed or wanted the information. Contrary to Eschelon's allegations, this  
16 "example" actually illustrates that Qwest does not act arbitrarily in the CMP, and  
17 that CLECs have a great deal of impact on what changes are implemented in the  
18 CMP, and how they are implemented.

19

20 **Q. WHAT FACTS CAN YOU CITE TO SUPPORT YOUR STATEMENTS?**

21 A. The Change Request at issue, which by its nature provided advance notice of  
22 Qwest's proposed changes to the PCAT to all CLECs, was relevant only for those  
23 CLECs who had signed TRRO amendments to their ICAs, or TRRO-compliant  
24 ICAs, with Qwest. The parties to these TRRO-related agreements needed to

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<sup>31</sup> See Exhibit RA-24RT CR PC102704-1ES

1 have procedures in place for doing business. Qwest created a new PCAT with  
2 TRRO-related changes in it and posted it to a website separate from the original  
3 PCAT. This second, new PCAT could be accessed with a password. Once Qwest  
4 received feedback from CLECs to the proposed PCAT changes its Change  
5 Request, *Qwest gave the password to all the CLECs, whether they had entered*  
6 *into a TRRO-related contract or not.* This is exactly how the CMP is suppose to  
7 work, and this is why the industry as a whole created the time frames and other  
8 steps associated with the change request process in the CMP.  
9

10 **Q. WHY DID QWEST CREATE A TRRO-RELATED PCAT WEBSITE**  
11 **ACCESSED BY A PASSWORD IN THE FIRST INSTANCE?**

12 A. Qwest was simply trying to avoid the confusion of having the TRRO-related  
13 PCAT posted on the same website with the original PCAT. There was no other  
14 reason whatsoever. Qwest never intended to "conceal" or otherwise keep "secret"  
15 the TRRO-related PCAT. Given the many CLEC participants in the CMP and the  
16 open lines of communication between CLECs, it is ridiculous to contemplate that  
17 Qwest would even attempt such a move. Eschelon is attempting to make much  
18 ado about nothing.  
19

20 **Q. MR. STARKEY DESCRIBES THE EVENTS SURROUNDING THE**  
21 **CHANGE REQUEST TO IMPLEMENT THE TRRO AS EVIDENCE OF**  
22 **QWEST'S WAFLING IN THE CMP, OR WORSE, EVIDENCE OF**  
23 **QWEST'S ATTEMPTS TO USE THE CMP FOR ITS OWN ENDS.<sup>32</sup> IS**  
24 **THIS A FAIR CHARACTERIZATION OF THE EVENTS?**

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<sup>32</sup> Starkey Direct Testimony, p. 74-75, lines 1-19; 1-6.

1 A. Eschelon tries to damn Qwest for being responsive to its wholesale customers,  
2 and tries to claim that this issue is evidence that the CMP isn't working. This  
3 issue shows the opposite is true.

4

5 **Q. HAS THE CHANGE REQUEST RELATED TO QWEST'S TRRO-**  
6 **RELATED PCAT BEEN IMPLEMENTED?**

7 A. No. It was deferred in part, pending completion of TRRO dockets, including the  
8 docket in Washington.<sup>33</sup> It was re-activated at the CMP meeting on November  
9 15, 2006.

10

11

#### IV. ISSUE 1-1: SERVICE INTERVALS

12 **Q. ESCHELON WITNESS MR. STARKEY ALLEGES ON PAGES 80-81 OF**  
13 **HIS TESTIMONY THAT THE DISPUTE BETWEEN THE PARTIES**  
14 **CONCERNS WHETHER CHANGES TO SERVICE INTERVALS WILL BE**  
15 **ADDRESSED IN THE ICA OR IN "NON-CONTRACTUAL SOURCES**  
16 **(SUCH AS CMP/PCAT/SIG) FOR PROVISIONING INTERVALS THAT**  
17 **CAN BE UNILATERALLY CHANGED BY QWEST". DO YOU AGREE**  
18 **WITH MR. STARKEY'S CHARACTERIZATION OF THE ISSUE IN**  
19 **DISPUTE?**

20 A. No. There is no opportunity in any "non-contractual sources" for Qwest to  
21 unilaterally change service intervals.

22

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<sup>33</sup> See *In the Matter of the Investigation Concerning the Status of Competition and Impact of the FCC's Triennial Review Remand Order on the Competitive Telecommunications Environment in Washington State*, Docket UT-05302.

1 **Q. ON PAGE 88 OF HIS DIRECT TESTIMONY, MR. STARKEY ASSERTS,**  
2 **"THE COMMISSION WOULD HAVE NO OPPORTUNITY TO MAKE**  
3 **THESE DETERMINATIONS [CONCERNING SERVICE INTERVAL**  
4 **CHANGES] IF QWEST HAS ITS WAY". DO YOU AGREE?**

5 A. That is simply not the case, as I demonstrated in my Direct Testimony by citing  
6 the provisions in the CMP Document, including the right of an objecting party to  
7 file a complaint with a state commission at any time. Again, the CMP was  
8 developed by the industry – Qwest and the CLECs – and provides the kinds of  
9 layers of recourse and protections for CLECs that one would expect them to have  
10 advocated and insisted upon as part of the process. CLECs can involve the  
11 Commission at anytime in a CMP dispute.

12

13 **Q. ESCHELON CITES WASHINGTON AND MINNESOTA CASES TO**  
14 **SUPPORT ESCHELON'S ARGUMENT FOR ITS PROPOSED LANGUAGE**  
15 **IN THE ICA. IS MR. STARKEY'S CITATION TO THESE CASES**  
16 **PERSUASIVE?**

17 A. No, because since the 271 proceedings, Qwest has proposed shortening service  
18 intervals 39 times and proposed lengthening them only twice in that same time  
19 frame. Over all that time, and over all 41 service interval changes, there were  
20 only two that might have raised CLEC objections and might have caused CLECs  
21 to involve the Commission by following the procedures agreed upon in the CMP.  
22 What Mr. Starkey fails to mention is that one of Qwest's proposed increases was  
23 withdrawn in part because of CLEC concerns.<sup>34</sup> And the one increase that was

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<sup>34</sup> Exhibit RA-25RT CR PC081903-1

1 implemented received no comment or objection from any CLEC.<sup>35</sup> Pursuant to  
2 the CMP, CLECs have ample opportunity to oppose service interval changes and  
3 to bring a dispute to the Commission if necessary.  
4

5 **Q. MR. STARKEY ASSERTS ON PAGE 92 OF HIS DIRECT TESTIMONY**  
6 **THAT ESCHELON IS CREATING AN "EFFICIENT PROCESS" AND**  
7 **"STREAMLINED PROCEDURES" WITH ITS PROPOSED SERVICE**  
8 **INTERVAL LANGUAGE. IS THIS AN ACCURATE DESCRIPTION?**

9 A. No. Eschelon hopes to persuade the Commission to adopt its proposed language  
10 by using attractive buzzwords like "efficient" and "streamlined". But in addition  
11 to requiring the parties to execute time and resource-consuming amendments,  
12 Eschelon wants to require Qwest to use specific forms, attached as Exhibits N and  
13 O to the ICA, to implement service interval changes. This is an administrative  
14 burden for Qwest that could result in one special process for Eschelon (and opt-  
15 ins) and another process for other CLECs. Before the development of the CMP  
16 as part of the section 271 proceedings, CLECs complained about Qwest's  
17 inconsistent service quality. Qwest cannot be expected to train its employees and  
18 provide good, nondiscriminatory service to its wholesale customers if it has to  
19 cope with keeping track of, and complying with, multiple diverse requirements.  
20 Eschelon presents these types of proposed procedures as if each one is small, as if  
21 each one should hardly be a burden on Qwest. But the fact is that each one does  
22 cause Qwest to incur costs and to have to jump over new hurdles -- many of  
23 which Qwest and the industry in general thought they had resolved with the  
24 implementation of the CMP.

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<sup>35</sup> Exhibit RA-26RT CR PC020205-1

1 **Q. WHAT IS ESCHELON'S GOAL WITH REGARD TO ICB INTERVALS?**

2 A. Mr. Starkey's testimony makes clear that Eschelon is trying to freeze current  
3 processes in place, unless it can use the CMP to obtain more favorable treatment.  
4 Freezing specific provisions into the ICA concerning ICB intervals ignores the  
5 larger reality: telecommunications is a dynamic industry in which technological  
6 advancements are made virtually on a daily basis. These processes and  
7 procedures are more efficiently addressed through the CMP.

8

9 **V. ISSUE 12-64: ACKNOWLEDGMENT OF MISTAKES**

10 **Q. MR. WEBBER ARGUES ON PAGE 31 OF HIS DIRECT TESTIMONY**  
11 **THAT BY PROPOSING TO INCLUDE ACKNOWLEDGMENT OF**  
12 **MISTAKES LANGUAGE IN THE MINNESOTA ICA AND NOT IN THE**  
13 **WASHINGTON ICA, QWEST CONTRADICTS ITS OWN ADVOCACY BY**  
14 **SUPPORTING A UNIQUE PROCEDURE FOR MINNESOTA. DO YOU**  
15 **AGREE?**

16 A. No. The need for a unique procedure for Eschelon in Minnesota resulted from a  
17 complaint filed by Eschelon in that state and a Minnesota Commission Order.  
18 The procedure Qwest agreed to in Minnesota impacts one service manager, for  
19 one CLEC, in one state. It was not necessary for Qwest to undertake systems  
20 changes in order for the Qwest service manager to respond to a request from  
21 Eschelon to acknowledge a mistake in one particular state. However, if Qwest is  
22 obligated to follow a unique acknowledgment of mistakes procedure in the other  
23 states in its 14-state region for Eschelon, then the systems and administrative  
24 burden on Qwest multiplies exponentially. This is particularly true with regard to  
25 Eschelon's proposed language that goes well beyond the scope of the Minnesota

Redacted

1 Commission's Order.

2

3 **Q. IN LIGHT OF QWEST'S OPPOSITION TO INCLUDING**  
4 **ACKNOWLEDGMENT OF MISTAKES LANGUAGE IN THE PARTIES'**  
5 **ICA, WHY DID YOU INCLUDE QWEST'S PROPOSAL FOR THE**  
6 **MINNESOTA CONTRACT IN YOUR DIRECT TESTIMONY?**

7 A. I included it to show how Eschelon is trying to expand the contract language well  
8 beyond the Minnesota Commission's Order. Eschelon's proposed language  
9 expands the scope of the Minnesota Commission's Order to include mistakes in  
10 all circumstances, not just the processing of wholesale orders, and to require root  
11 cause analyses in all circumstances.

12

13 **Q. ARE THERE OTHER WAYS IN WHICH ESCHELON ATTEMPTS TO**  
14 **EXPAND THE SETTLEMENT TERMS BEYOND WHAT WAS AGREED**  
15 **TO BY THE PARTIES IN THE MINNESOTA CASE?**

16 A. Yes. Eschelon's removal of the phrases "in processing an LSR/ASR", "repair",  
17 "in processing this wholesale order", and the change of the word "the" to "a" in  
18 section 12.1.4.1 all serve to expand the terms of the original settlement. The  
19 Minnesota docket was about an error in processing an LSR. Eschelon should not  
20 be permitted to use that case, which was about a single error on a single order, as  
21 a basis for significantly expanding Qwest's administrative processes.

22

23 **Q. DID THE MINNESOTA COMMISSION DEFINE THE SCOPE OF**  
24 **QWEST'S OBLIGATION IN ITS ORDER?**

25 A. Yes. The Commission limited Qwest's obligation to wholesale orders. The



1 Minnesota Commission's Order in the 2003 docket explicitly directed Qwest to  
2 make a compliance filing proposing "procedures for promptly acknowledging and  
3 taking responsibility for mistakes in processing wholesale orders".<sup>36</sup> That is the  
4 entire extent of the scope of the Commission's Order with regard to letters  
5 acknowledging mistakes.

6  
7 **Q. DOES ESCHELON'S PROPOSED LANGUAGE CREATE AMBIGUITY?**

8 A. Yes. Eschelon's change to the first sentence in section 12.1.4.2.1, "The letter will  
9 include a recap of *sufficient* pertinent information to identify the issue", adds  
10 vague, unclear requirements to Qwest's obligation. This could allow Eschelon to  
11 claim that information provided by Qwest is not sufficient, thereby giving a  
12 straight forward process the potential for dispute that would require Commission  
13 resolution.

14  
15 **Q. WHAT IS QWEST'S CONCERN ABOUT THE CHANGE ESCHELON**  
16 **PROPOSES TO PARAGRAPH 12.1.4.2.5?**

17 A. Qwest is concerned that the addition of the phrase "will be provided on a non-  
18 confidential basis", could give Eschelon the right to claim that Qwest must  
19 provide all data associated with a root cause analysis in its letter to the end-user  
20 customer. This could force Qwest to publicly reveal sensitive and protected  
21 information such as CPNI.

22  
23 **Q. MR. WEBBER ARGUES ON PAGE 50 OF HIS TESTIMONY THAT**

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<sup>36</sup> *In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures*, Order Finding Service Inadequate and Requiring Compliance Filing; Docket No. P-421/C-03-616; July 30, 2003; p. 9.

1           **QWEST SHOULD HAVE SUBMITTED THE ACKNOWLEDGMENT OF**  
2           **MISTAKES ISSUE IN THE MINNESOTA DOCKET TO THE CMP. DO**  
3           **YOU AGREE?**

4           A.   No. The result of the docket, which was the Minnesota Commission Order that I  
5           referred to above, did not rise to the level of a regulatory change request as Mr.  
6           Webber claims. The settlement was between Qwest and Eschelon. It concerned  
7           one error on one order in one state. Eschelon is the only CLEC to request this  
8           process, and the account manager for Eschelon at Qwest is charged with  
9           responding to a request from Eschelon to acknowledge a mistake. This process is  
10          not one that requires Qwest to alter its procedures overall, nor does it apply to all  
11          CLECs. It is noteworthy that since the resolution of the Minnesota docket  
12          Eschelon has never asked Qwest for a letter to an end-user customer to  
13          acknowledge a mistake. It does not make sense for this Commission to expand  
14          Qwest's obligation to provide acknowledgment of mistakes letters, particularly on  
15          the basis of one incident in one state, when there are already other effective  
16          means set forth in the ICA to remedy issues and no other CLECs have requested  
17          such a process.

18

19          **Q. DO CLECS ALREADY HAVE A MECHANISM FOR REQUESTING ROOT**  
20          **CAUSE ANALYSIS FROM QWEST?**

21          A.   Yes. Qwest's service managers will provide root cause analysis to a CLEC upon  
22          request, as documented in the Account Manager PCAT, which is attached as  
23          Exhibit RA-28RT.

24

25          **Q. HAS QWEST TAKEN STEPS TO REDUCE ERRORS IN WHOLESALE**

1           **ORDERS?**

2    A.    Yes. In response to Eschelon's Minnesota Complaint in 2003, Qwest undertook  
3           significant and costly efforts to ensure that it handles wholesale orders correctly  
4           and in a way that allows CLECs to compete meaningfully. These efforts are  
5           listed in Qwest's February 2004 Compliance Filing to the Minnesota Commission  
6           and include such investments as: system upgrades so retail sales representatives  
7           could not access or modify wholesale orders; adoption of PID-20 to evaluate how  
8           accurately Qwest processes LSRs; development of a quality assurance plan; and  
9           implementation of a customized training program, among other improvements.

10

11    **Q.    MR. WEBBER USES AN EXAMPLE OF A REPAIR SITUATION ON**  
12           **PAGES 34-35 OF HIS TESTIMONY AS EVIDENCE THAT THE RESULTS**  
13           **OF THE SETTLEMENT OF THE MINNESOTA DOCKET NEED TO BE**  
14           **EXPANDED BEYOND WHOLESALE ORDERS. DOES QWEST**  
15           **ALREADY HAVE A PROCESS IN PLACE FOR ROOT CAUSE ANALYSIS**  
16           **FOR REPAIRS?**

17    A.    Yes. Qwest has a process for root cause analysis of repair problems. This  
18           process is documented in the Maintenance and Repair PCAT under “Chronic  
19           Service Problems.”<sup>37</sup>

20

21    **Q.    WHY DOES QWEST OBJECT TO LANGUAGE THAT PERMITS**  
22           **REQUESTS FOR ROOT CAUSE ANALYSES WHEN QWEST PROVIDES**  
23           **SUCH ANALYSES AS A MATTER OF ROUTINE ANYWAY?**

24    A.    Qwest objects to Eschelon's proposed language because it gives Eschelon

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<sup>37</sup> See Exhibit RA-17 Maintenance and Repair PCAT.

1 unfettered leeway to demand a root cause analysis even when it is readily  
2 apparent that a problem has not been caused by Qwest. Eschelon can use such a  
3 request as a tactic to delay responding to one of its end user customer's  
4 complaints and to cast blame on Qwest for a problem even when Qwest is not at  
5 fault. Under Qwest's current practice, CLECs can and do ask for root cause  
6 analyses for repair. Qwest account service managers also routinely grant root  
7 cause analysis requests for Eschelon. But current practice gives Qwest some  
8 discretion -- and some protection -- as to when it is appropriate for the company  
9 to undertake a root cause analysis.

10  
11 **Q. WHAT DO THE EXAMPLES OF ROOT CAUSE ANALYSES CONTAINED**  
12 **IN MS. JOHNSON'S EXHIBIT BJJ-8 AND CITED BY MR. WEBBER IN**  
13 **HIS TESTIMONY DEMONSTRATE?**

14 A. That Qwest has an appropriate and effective root cause analysis request process in  
15 place already for repair, and Eschelon has made use of this process.

16  
17 **VI. ISSUES 12-65 AND 12-66: (CLOSED)**

18 **Q. ARE ISSUES 12-65 AND 12-66 STILL OPEN?**

19 A. No. These issues are closed. Qwest understands that the parties have come to  
20 agreement on the contract terms covered by Issues 12-65 and 12-66.

21  
22 **VII. ISSUE 12-67: EXPEDITES**

23 **Q. WHAT IS THE FUNDAMENTAL DISPUTE BETWEEN THE PARTIES**  
24 **REGARDING EXPEDITES?**

1 A. The parties disagree about the way Qwest should offer expedites. As I will  
2 explain in greater detail below, Eschelon proposes language that puts Qwest in  
3 the position of providing expedites without accounting for the differences  
4 between the products being expedited. While Qwest's current expedites service in  
5 Washington, which applies only in certain defined emergency conditions, does  
6 not currently distinguish between non-designed (POTS-type services) and  
7 designed (unbundled loops) services, it is also true that Qwest does not offer  
8 expedites for designed and non-designed services under any and all circumstances  
9 for a per day charge in Washington, as it does in other states in Qwest's 14-state  
10 region. The latter is a service offering that Covad requested through a Change  
11 Request in the CMP, and that Qwest subsequently implemented. The contract  
12 language proposed by Qwest for expedites reflects Qwest's current practice, the  
13 distinction between designed services and non-designed services, and the terms  
14 for different products such as LIS and unbundled loops. In all of the states in its  
15 14-state region, Qwest offers expedites to CLECs on the same terms and  
16 conditions as it offers them to its retail customers.

17  
18 **Q. IN MORE DETAIL, HOW DOES THE WAY QWEST OFFERS EXPEDITES**  
19 **IN WASHINGTON DIFFER FROM THE WAY IT OFFERS THEM IN**  
20 **OTHER STATES?**

21 A. In Washington, Qwest offers expedites for designed (unbundled loops) and non-  
22 designed (POTS-type) services for free in certain defined emergency conditions.  
23 Those are the only expedites available in Washington because Qwest has not yet  
24 filed a tariff in Washington that permits Qwest to provide expedites for design  
25 services under any circumstances for a per day charge. In other states, Qwest

1 offers expedites for non-designed services for free in certain defined emergency  
2 conditions and for a fee of \$200 per day for non-emergency circumstances. For  
3 designed services in other states in its 14-state region, Qwest offers expedites for  
4 a charge of \$200 per day under all circumstances. This is true for retail and  
5 wholesale customers; Qwest does not discriminate. It is Qwest's intent to offer  
6 expedites to its retail and wholesale customers in Washington in all  
7 circumstances, not just in emergencies, in the future, as Qwest does now in other  
8 states. Then Qwest will charge CLECs the same rate for expedites as it will its  
9 retail customers.

10  
11 **Q. DID YOU QUOTE THE CORRECT QWEST PROPOSED LANGUAGE**  
12 **FOR SECTION 7.3.5.2 IN THE INTERCONNECTION AGREEMENT**  
13 **REGARDING EXPEDITES FOR LIS?**

14 A. No. I mistakenly referenced language from other states. Qwest's Washington  
15 language is different. Qwest's proposal for section 7.3.5.2 should read:

16 7.3.5.2 Expedites for LIS trunk orders are allowed only on  
17 an exception basis with executive approval within the same  
18 timeframes as provided for other designed services. When  
19 expedites are approved, expedite charges will apply to LIS  
20 trunk orders based on rates, terms and conditions described  
21 in Exhibit A.

22  
23 **Q. WHAT WAS ESCHELON'S COUNTER PROPOSAL FOR SECTION**  
24 **7.3.5.2?**

25 A. Eschelon proposes the following:

26 7.3.5.2 Expedites for LIS **Interconnection** trunk orders are  
27 allowed only on an exception basis with executive approval  
28 within the same timeframes as provided for other designed  
29 services. When expedites are approved, expedite charges

1 will apply to ~~LIS~~ **Interconnection** trunk orders based on  
2 rates, terms and conditions described in Exhibit A.

3

4 **Q. WHAT IS QWEST'S OBJECTION TO ESCHELON'S PROPOSED**  
5 **LANGUAGE?**

6 A. Eschelon's language broadens the paragraph to apply to all types of  
7 Interconnection trunks, as opposed to just local Interconnection trunks. This  
8 provision is intended to apply to LIS trunks only.

9

10 **Q. WHAT IS THE BASIS OF THE PARTIES' DISPUTE OVER WHETHER**  
11 **EXPEDITES LANGUAGE SHOULD APPEAR IN SECTIONS 7 AND 9 OF**  
12 **THE ICA, OR IN SECTION 12?**

13 A. Qwest proposes expedites language for Sections 7 and 9 of the ICA in order to be  
14 product-specific. Qwest provisions expedites on a product-specific basis, so it is  
15 logical to include expedite provisions in the ICA sections that address LIS trunk  
16 orders (Section 7) and UNEs (Section 9), for example. Eschelon argues that  
17 expedite provisions should appear in Section 12 of the ICA. But Section 12  
18 concerns Access to OSS and is not intended to address product-specific  
19 operational procedures.

20

21 **Q. IN HIS TESTIMONY EXPLAINING QWEST'S EXPEDITE SERVICE IN**  
22 **OTHER STATES BESIDES WASHINGTON, MR. WEBBER ATTEMPTS**  
23 **TO DISMISS THE DISTINCTION QWEST DRAWS BETWEEN**  
24 **DESIGNED AND NON-DESIGNED SERVICES. IS THIS A LEGITIMATE**  
25 **DISTINCTION AND DOES IT MATTER IN WASHINGTON?**

26 A. Saying that there is no meaningful distinction between designed and non-designed

1 services with regard to expedites is like saying there is no meaningful difference  
2 between Plain Old Telephone Service and Digital Subscriber Line service. Mr.  
3 Webber's argument does not withstand scrutiny. As I explained in my Direct  
4 Testimony, Qwest provides expedites as set forth in the PCAT via one of two  
5 options. The first option applies to expedites for designed services (like an  
6 unbundled loop) in all states except Washington and charges apply. The second  
7 option provides expedites for non-designed service (POTS) and charges do not  
8 apply. It is critical to note, first, for non-designed services (POTS services),  
9 CLECs and Qwest's retail customers alike can both obtain an expedited due date  
10 under certain defined circumstances at no charge. Second, for designed services,  
11 CLECs and Qwest's retail customers alike can both obtain expedites for any  
12 reason so long as they pay a \$200 per day charge, except in Washington. This  
13 issue has a bearing on the current dispute in Washington because Qwest's intent  
14 is to offer designed service expedites for \$200 per day in Washington for all  
15 customers in the near future.

16  
17 **Q. WHY ARE DESIGNED AND NON-DESIGNED SERVICES CONSIDERED**  
18 **TO BE TWO DIFFERENT CATEGORIES OF SERVICE?**

19 A. Designed and non-designed services are substantially different in the amount and  
20 nature of work required. Qwest's processes for ordering and provisioning non-  
21 designed services differ substantially from its processes for ordering and  
22 provisioning designed services. A designed service is identified by a "circuit id"  
23 and is provisioned out of multiple systems. An expedite for a designed service  
24 necessarily impacts those multiple systems. Examples of wholesale designed  
25 services are unbundled loops (DS0, DS1, DS3, etc.). Examples of retail designed



1 services are private lines (DS1, DS3, etc.). Non-designed services on the  
2 wholesale side are QPP and resale POTS and on the retail side are retail POTS.

3

4 **Q. IS THERE ANY LEGAL SUPPORT FOR THE DISTINCTION THAT**  
5 **QWEST DRAWS BETWEEN DESIGNED AND NON-DESIGNED**  
6 **SERVICES?**

7 A. Yes. The FCC has expressly acknowledged that the ordering and provisioning of  
8 network elements has no retail analogue.<sup>38</sup> Also, the performance standards  
9 developed in the section 271 proceedings show how the industry differentiates  
10 between the two types of services.

11

12 **Q. WHAT PERFORMANCE STANDARDS ARE YOU REFERRING TO?**

13 A. For example, OP-3 measures the percentage of orders that Qwest must complete  
14 on time, labeled "Commitments Met". For resale and UNE-P, which is now  
15 generally known as QPP, Qwest must provide parity with Qwest's retail POTS  
16 lines. The same is true for OP-4, the standard installation interval. The  
17 performance standards developed for unbundled loops are very different from  
18 these. For unbundled loops -- DS0 loops -- there is a "benchmark" standard,  
19 rather than a requirement for Qwest to provide parity with retail because there is  
20 no retail analog for the provisioning of unbundled DS0 loops.

21

22 **Q. MR. WEBBER CITES TWO DIFFERENT SECTIONS OF QWEST'S**  
23 **PRIVATE LINE TRANSPORT SERVICES TARIFF TO SUPPORT HIS**

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<sup>38</sup> *In re Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act to Provide In-Region, InterLATA Service in the State of New York*, 15 FCC Rcd 3953, FCC 99-404 (Rel. Dec. 22, 1999).

1           **ASSERTION THAT ESCHELON IS ASKING THE COMMISSION TO**  
2           **APPROVE EXPEDITES LANGUAGE THAT IS "CONSISTENT WITH**  
3           **THE WAY IN WHICH QWEST PROVIDES EXPEDITED SERVICE TO**  
4           **ITS RETAIL CUSTOMERS AND TO CLECS WHEN THEY ARE**  
5           **PROVIDING SERVICE USING QWEST'S QPP AND RESALE PRODUCTS**  
6           **TODAY". ARE BOTH OF THE SECTIONS OF THE TARIFF CITED BY**  
7           **MR. WEBBER RELEVANT?**

8       A.   No. In Exhibit JW-3, Mr. Webber attaches pages from Section 3.2.2(K) from the  
9           tariff, and from Section 4. Section 3.2.2(K) concerns *repairs* and addresses the  
10          "Reestablishment of Service Following Fire, Flood or Other Occurrence". This  
11          Section has nothing to do with expedited orders, meaning the provisioning of a  
12          circuit, or such circumstances as grand opening events or disconnects in error. It  
13          addresses repairing or restoring service. Indeed, the word "expedite" appears  
14          nowhere in Section 3.2.2. Instead, Section 4 of the tariff cited by Mr. Webber  
15          provides as follows:

16          Section 4.1.4 states:

17                   4.1.4   Expedite

18                   If a customer desires that service should be provided on an  
19                   earlier date than that which has been established for the  
20                   order, the customer may request that service be provided on  
21                   an expedited basis. If the Company agrees to provide the  
22                   service on expedited basis, an **Expedited Charge will**  
23                   **apply**. The customer will be notified the Expedite Charge  
24                   prior to the order being issued. (emphasis added)

25

26       **Q.   MR. WEBBER ALSO CITES THE WASHINGTON ACCESS SERVICE**  
27       **TARIFF. WHAT DOES THAT TARIFF PROVIDE?**

28       A.   It makes very clear that charges apply to expedites. Section 5.2.2(D), which

1 concerns "Ordering Options for Switched Services", states:

2 When placing an Access order for service(s) for which  
3 standard intervals exist, a customer may request a service  
4 date that is prior to the standard interval service date. A  
5 customer may also request an earlier service date on a  
6 pending standard or negotiated interval Access Order. If  
7 the Company agrees to provide the service on an expedited  
8 basis, an Expedited Order Charge will apply.

9

10 **Q. DOES THIS COMMISSION-APPROVED TARIFF PROVISION INDICATE**  
11 **ANYTHING ELSE ABOUT EXPEDITES?**

12 A. Yes. It recognizes the facts that underlie the basis for defining expedites as a  
13 superior service.

14

15 **Q. HOW?**

16 A. By noting the difference between provisioning a service according to a standard  
17 interval, and expediting a service to provide it sooner. The FCC and state  
18 commissions have recognized that Qwest gives CLECs a meaningful opportunity  
19 to compete by provisioning services according to approved standard service  
20 intervals, which are monitored through performance measures.<sup>39</sup> Providing a  
21 service in a shorter time frame than that set forth in a standard interval is a  
22 premium service. Qwest witness Teresa K. Million explains the nature of the  
23 expedites service in greater detail in her Response Testimony. This tariff  
24 language also reflects that fact that this is a service utilized for special

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<sup>39</sup> See e.g., *In re Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act To Provide In-Region, InterLATA Service in the State of New York*, 15 FCC Rcd 3953 ¶8 (Rel. Dec. 22, 1999); *In re Application by SBC Communications Inc., et al., Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas*, 15 FCC Rcd 18354, 18361-18362 ¶13 n.33 (FCC Rel. June 30, 2000); *In re Application by Verizon New England Inc. et al., for Authorization to Provide In-Region, InterLATA Services In Maine*, 17 FCC Rcd 11659 ¶7 (FCC Rel. June 19, 2002); *Re U. S. WEST Communications, Inc.*, 2002 WL 1378630, ¶7 (Ariz. Corp. Comm. May 21, 2002).

1 circumstances and not as a matter of routine unless a CLEC is willing to incur the  
2 charges. If every CLEC requested an expedite for every order, then Qwest could  
3 not grant them all and provide consistent and nondiscriminatory service, not to  
4 mention the fact that service intervals would be meaningless.

5

6 **Q. WHY IS THE QUESTION OF WHETHER EXPEDITES ARE A SUPERIOR**  
7 **SERVICE RELEVANT?**

8 A. Eschelon argues that Qwest discriminates in provisioning expedites, even though  
9 Qwest offers the service in the same way to both its retail and wholesale  
10 customers. To win this argument, Eschelon must persuade the Commission: (1)  
11 that there is no legitimate distinction between non-designed (POTS) and designed  
12 (unbundled loop) services; and (2) that an expedite is a UNE, and not a premium  
13 service. The latter point is the basis for Eschelon's assertion that expedites must  
14 be cost-based. But expedites are not UNEs; they are a superior service and  
15 subject to a TSLRIC standard, as explained by Ms. Million in her Response  
16 Testimony.

17

18 **Q. WHAT IS ESCHELON REALLY SEEKING IN THIS ARBITRATION**  
19 **WITH REGARD TO EXPEDITES?**

20 A. Special treatment giving it a competitive advantage over all other CLECs. Today,  
21 in all states except Washington, CLECs have entered into agreements with Qwest  
22 to pay \$200 per day for expedites under any circumstances for design services.  
23 Eschelon would have this Commission approve a preferential flat rate for  
24 Eschelon of \$100 per expedited order. Once Qwest introduces an expedites  
25 service in Washington that is the same as in other states, if the Commission

1 approves Eschelon's proposed expedites language and its suggested rate, Eschelon  
2 will be able to provide service to end user customers on an expedited basis more  
3 cheaply than any other carrier, including Qwest.

4  
5 **Q. ISN'T IT TRUE THAT THE SERVICE THAT QWEST OFFERS TO**  
6 **ESCHELON AND OTHER CLECS IN OTHER STATES BESIDES**  
7 **WASHINGTON TODAY IS SUPERIOR TO WHAT IT PROVIDES TO ITS**  
8 **OWN RETAIL END USER CUSTOMERS?**

9 A. Yes. In other states, and when Qwest introduces expedites for design services  
10 under any circumstances for a \$200 per day charge in Washington, Eschelon can  
11 obtain orders for high capacity loops expedited by Qwest at rates, terms and  
12 conditions that are superior to what Qwest provides to itself. Qwest's standard  
13 provisioning interval for DS1 and DS3 private lines is 9 days. CLECs, including  
14 Eschelon, can obtain a DS1 capable loop in 5 days, and a DS3 capable loop in 7  
15 days. Thus, if a customer orders a DS1 capable loop from Eschelon and wants  
16 the line delivered in one day, the order will have to be expedited 5 days, and it  
17 would cost the consumer \$1000 (\$200 per day times 5 days). In contrast, if the  
18 same customer approaches Qwest and orders a DS1 private line (the retail analog)  
19 and wants the line delivered in one day, the order must be expedited 9 days and  
20 the cost the customer is \$1800 (\$200 per day times 9 days). Eschelon receives  
21 superior service under these circumstances in other states, and this may be true in  
22 Washington as well sometime in the near future after Qwest makes its tariff filing.

23  
24 **Q. ARE THERE ANY OTHER WAYS IN WHICH ESCHELON SEEKS TO**  
25 **EXPAND QWEST'S CURRENT EXPEDITES SERVICE AND TO OBTAIN**

1           **SPECIAL, PREFERENTIAL TREATMENT FOR ITSELF?**

2    A.    Yes. Eschelon’s proposed expedites language contains the list of emergency  
3           conditions for which Qwest offers expedites for non-designed and designed  
4           services (only in Washington) through the process set forth in the PCAT. Calling  
5           it a “minor difference”, Eschelon has added subsection (f) to the list: “Disconnect  
6           in error when one of the other conditions on this list is present or is caused by the  
7           disconnect in error”.<sup>40</sup> This language, which provides free expedites for Eschelon  
8           under circumstances under which no other CLEC is eligible, means that if  
9           Eschelon makes a mistake and disconnects one of its own customers, Qwest is  
10          obligated to pay for that mistake by providing Eschelon with a free expedite.  
11          Obviously, this is not fair, and does not constitute a "minor" change to the list of  
12          defined emergency circumstances.

13  
14    **Q.    BUT MR. WEBBER CLAIMS THAT "ESCHELON'S PROPOSAL THAT**  
15          **WOULD PROVIDE FOR EXPEDITED SERVICE ON AN EMERGENCY**  
16          **BASIS WHEN A CUSTOMER'S SERVICE IS DISCONNECTED IN ERROR**  
17          **IS CONSISTENT WITH QWEST'S PAST PRACTICE? THAT'S NOT**  
18          **TRUE?**

19    A.    No, it's not true. When Qwest causes a disconnect in error, it provides an  
20          expedite free of charge. That seems only fair. But if a CLEC causes a disconnect  
21          in error and one of its own end user customers loses service, it is not the result of  
22          any fault on Qwest's part, and it is not Qwest who should bear the costs of  
23          providing expedited service.

24  

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<sup>40</sup> Webber Direct Testimony, p. 70, lines 3-7.

1 **Q. IS IT TRUE, AS DESCRIBED BY MR. WEBBER, THAT QWEST**  
2 **PROVIDED ESCHELON WITH EXPEDITES AT NO CHARGE AND THEN**  
3 **SUDDENLY CHANGED ITS MIND AND UNILATERALLY STARTED**  
4 **CHARGING ESCHELON AND OTHER CLECS FOR THE SERVICE?**

5 A. No. Qwest provided expedites for designed services under certain defined  
6 circumstances, like fire and flood emergencies, at no charge for CLECs until it  
7 became apparent that CLECs were gaming the system and submitting spurious  
8 emergency expedite requests. Qwest's program became unworkable because of  
9 the large number of illegitimate CLEC expedite requests. As a result, Qwest  
10 modified its expedite service through the CMP. As detailed in my Direct  
11 Testimony, Qwest provided ample advance notice of the changes to the expedite  
12 service. No CLECs requested postponement of Qwest's proposed changes to the  
13 expedites process, sought dispute resolution pursuant to the CMP Document, or  
14 filed a complaint against Qwest as a result of the changes implemented through  
15 the CMP. Expedites are a superior service and a majority of CLECs have been  
16 willing to enter into an ICA amendment and pay \$200 per day for the service. As  
17 I have explained, in Washington today, designed service expedites are available  
18 only in emergencies. But it is Qwest's intent to make expedites for designed  
19 services available to its retail and wholesale customers alike in all circumstances  
20 for \$200 per day consistent with Qwest's practice in other states.

21

22 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION ADOPT FOR ISSUE**  
23 **12-67 AND ITS SUBPARTS?**

24 A. This Commission should adopt Qwest's language for expedited orders. Qwest's  
25 language is consistent with Qwest's current practices for all of its customers, and

1 Eschelon is not entitled to special, preferential treatment that gives it a  
2 competitive advantage.

3

4 **VIII. ISSUE 12-68: SUPPLEMENTAL ORDERS (CLOSED)**

5 **Q. PLEASE COMMENT ON THE CURRENT STATUS OF THIS ISSUE.**

6 A. Qwest and Eschelon have reached agreement and closed Issue 12-68.

7

8 **IX. ISSUES 12-70 AND 12-74: SYSTEM NOTICES**

9 **1. Pending Service Order Notices**

10 **Q. MR. WEBBER ALLEGES ON PAGE 106 OF HIS DIRECT TESTIMONY**  
11 **THAT QWEST HAS MADE A CHANGE TO THE PSON, AND THAT**  
12 **ESCHELON DOES NOT KNOW WHAT DATA THE PSON WILL**  
13 **CONTAIN IN THE FUTURE. HAS QWEST CHANGED THE CONTENT**  
14 **OF THE PSON?**

15 A. No. Eschelon has misinterpreted the notice cited in Mr. Webber's testimony.  
16 That notice pertained to system information about IMA Release 20. As I explain  
17 in detail in my discussion of controlled production testing, IMA Release 20  
18 involved a change in communication architecture. This change altered the format  
19 of system notices like the PSON, but this change has no impact on the content of  
20 system notices. Qwest has not made any substantive change to the PSON.

21

22 **Q. ESCHELON NOW OFFERS TWO PROPOSALS FOR SECTION 12.2.7.2.3.**  
23 **WHAT IS THE DIFFERENCE BETWEEN THE TWO?**

24 A. Eschelon's first proposal requires all the fields in the Listing and Service &



1 Equipment Sections of the service order be included in the PSON. This does not  
2 reflect Qwest's current practice. Today, Qwest provides a subset of fields from  
3 these sections of the service order in the PSON.

4 Eschelon's second proposal requires all fields in the Listing and Service &  
5 Equipment Sections of the service order be included in the PSON as of the  
6 completion of IMA Release 13.0. That is what the PSON contains today.

7

8 **Q. DOES INCLUSION IN THE PSON OF SOME OR ALL OF THE FIELDS**  
9 **HAVE ANY BEARING ON QWEST'S FUNDAMENTAL OBJECTION TO**  
10 **ESCHELON'S PROPOSED LANGUAGE?**

11 A. No. Qwest objects to Eschelon's proposals because although Eschelon's language  
12 in its second proposal would contractually obligate Qwest to provide the PSON in  
13 the form that Qwest provides it today, it would prevent Qwest from being able to  
14 implement changes requests submitted by other CLECs in the CMP regarding the  
15 PSON without first obtaining an amendment from Eschelon to the parties' ICA.

16

17 **Q. BUT MR. WEBBER CLAIMS ON PAGE 118 OF HIS DIRECT**  
18 **TESTIMONY THAT ESCHELON'S CONTRACT LANGUAGE DOES NOT**  
19 **PREVENT OTHER CLECS FROM REQUESTING CHANGES TO THE**  
20 **PSON ANY MORE THAN OTHER SIMILAR CONTRACT PROVISIONS.**  
21 **ISN'T THIS TRUE?**

22 A. It doesn't prevent CLECs from *requesting* changes, but it makes implementing  
23 those requested changes through the CMP a practical impossibility. As I  
24 explained in my Direct Testimony, it is not technically or economically feasible  
25 for Qwest to have one set of systems, operations and procedures for Eschelon,

1 and another set for all other CLECs. In this case, if Qwest were required to  
2 maintain separate PSON procedures, Qwest would have to make programming  
3 changes to its ordering systems so that it would generate one format of PSON for  
4 Eschelon (and any opt-ins to the ICA), and a different format of PSON for the rest  
5 of the CLEC community. Such individualized systems changes are unwieldy,  
6 increase the potential for error, cause Qwest to incur additional costs, and increase  
7 the complexity of systems administration. Given these factors, it is likely that  
8 Qwest would have to reject a change request submitted to the CMP by another  
9 CLEC for changes to the PSON if Eschelon did not agree to the change. This  
10 gives Eschelon a form of veto power in the CMP. This is contrary to the purpose  
11 and intent of the CMP. Again, one of the primary purposes of the CMP is to  
12 centralize Qwest's systems, processes and procedures, and establish a mechanism  
13 for the industry as a whole to decide what changes will be made to these  
14 centralized systems, processes and procedures.

15  
16 **Q. ON PAGES 108 AND 109 OF HIS DIRECT TESTIMONY, MR. WEBBER**  
17 **DESCRIBES THE LONG PROCESS THE PARTIES UNDERTOOK**  
18 **WORKING COOPERATIVELY TOGETHER TO DEVELOP THE**  
19 **CURRENT PROCESSES AND PROCEDURES FOR THE PSON. PLEASE**  
20 **COMMENT.**

21 A. It is more than a little ironic that Eschelon tries to demonstrate its need to have  
22 processes and procedures locked into place in its ICA by illustrating how it used  
23 the CMP to establish those very processes and procedures. The development of  
24 the PSON through the CMP demonstrates the CMP's effectiveness, regardless of  
25 Mr. Webber's and Mr. Starkey's arguments to the contrary.

1 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION ADOPT FOR ISSUE**  
2 **12-71?**

3 A. This Commission should adopt Qwest's proposed language for Issue 12-71 in  
4 order to allow all CLECs to continue to request changes to the PSN that can be  
5 implemented through the CMP.

6  
7 **2. Fatal Reject Notices**

8 **Q. MR. WEBBER CLAIMS ON PAGE 144 OF HIS DIRECT TESTIMONY**  
9 **THAT ESCHELON'S PROPOSAL FOR FATAL REJECTION NOTICES IS**  
10 **SIMPLY A REFLECTION OF QWEST'S CURRENT PROCESS. IF**  
11 **THAT'S TRUE, WHY DOES QWEST DISAGREE WITH ESCHELON'S**  
12 **PROPOSED LANGUAGE?**

13 A. Qwest's objection to Eschelon's proposed language for fatal rejection notices is  
14 the same as the one I explained above with regard to Eschelon's proposed  
15 language for PSNs. If the Commission adopts Eschelon's proposed language,  
16 the process for issuing fatal rejection notices will be locked into place in the  
17 parties' ICA, and all of the issues and problems that I have discussed above arise.

18

19 **Q. MR. WEBBER CLAIMS ON PAGE 134 OF HIS DIRECT TESTIMONY**  
20 **THAT QWEST IS WILLING TO INCLUDE PROCESS DETAIL IN THE**  
21 **PARTIES' ICA WHEN IT OBLIGATES ESCHELON, BUT NOT WHEN IT**  
22 **OBLIGATES QWEST. PLEASE RESPOND TO THIS CLAIM.**

23 A. Mr. Webber cites Section 12.2.7.2.6.1 as evidence that Qwest is willing to  
24 obligate Eschelon to specific processes. What Mr. Webber fails to mention is that  
25 the language in Section 12.2.7.2.6.1 was proposed by Eschelon in the first place.

1 Eschelon imposed this obligation on itself. Qwest preferred to not include  
2 process detail regarding fatal rejection notices in the parties' ICA. However, to  
3 try to settle issues raised by Eschelon's proposed language for Section 12 and  
4 reduce the number of issues in this arbitration, Qwest looked for provisions in  
5 Eschelon's proposed language that Qwest could agree to, as a matter of  
6 compromise, that did not impose too many restrictions on the CMP's ability to  
7 operate. Section 12.2.7.2.6.1 was one such provision.

8  
9 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION ADOPT FOR ISSUE**  
10 **12-74?**

11 A. This Commission should adopt Qwest's proposed language for Issue 12-74 in  
12 order to allow all CLECs to continue to request changes to fatal rejection notices  
13 that can be implemented through the CMP.

14  
15 **X. ISSUES 12-71, 12-72 AND 12-73: JEOPARDY NOTICES**

16 **Q. MR. WEBBER CLAIMS ON PAGES 123-124 OF HIS DIRECT**  
17 **TESTIMONY THAT ESCHELON'S PROPOSED LANGUAGE REFLECTS**  
18 **QWEST'S CURRENT PRACTICE, WHICH WAS DEVELOPED IN THE**  
19 **CMP. IS MR. WEBBER CORRECT?**

20 A. No, he is not. As I explained in my Direct Testimony, Eschelon has added a  
21 phrase to its proposal – “at least a day before” – which alters the timing of notices  
22 for the resolution of jeopardy situations. Twenty-four hour advance notice is not  
23 Qwest's current practice.

24  
25 **Q. WHAT WOULD THE IMPACT BE TO QWEST IF THE COMMISSION**

1           **ADOPTS ESCHELON’S PROPOSED LANGUAGE FOR ISSUES 12-71, 12-**  
2           **72 AND 12-73?**

3    A.    Qwest would be contractually obligated to implement a new process for jeopardy  
4            notices for Eschelon. It is unreasonable to force Qwest to handle jeopardy notices  
5            using one set of procedures for Eschelon (and any opt-ins to the ICA) and a  
6            different set of procedures for all other CLECs. The added complexity would  
7            create a greater possibility for errors. These issues should be handled in the  
8            CMP rather than in interconnection agreements.

9

10   **Q.    IF THE COMMISSION ADOPTS ESCHELON'S PROPOSAL AND QWEST,**  
11   **TO AVOID HAVING TO MANAGE AN UNWORKABLE ONE-OFF**  
12   **PROCESS, IMPLEMENTS THE ONE-DAY ADVANCE NOTICE FOR**  
13   **JEOPARDIES FOR ALL CLECS, WHAT IMPACT MIGHT THAT**  
14   **CHANGE HAVE ON OTHER CLECS?**

15   A.    A very negative one. Let me explain. All parties – Qwest, the CLECs and the  
16            CLECs' end-user customers – would prefer that service be delivered on the  
17            original due date. When an order is placed in jeopardy for any reason, that means  
18            the order may not be completed by the original due date. When an order is placed  
19            in jeopardy, Qwest makes every effort possible to resolve the issue so that the  
20            order may still be provisioned by the original due date. This commitment is well  
21            documented in Qwest’s procedures.<sup>41</sup> If a jeopardy situation can be resolved on  
22            the original due date, all parties should try to ensure that it is. This is in the best  
23            interests of the end-user customer. It makes no business sense to force extra time  
24            into the process that could guarantee the original due date is **not** met. But that is

---

<sup>41</sup> See Exhibit RA-13 Ordering PCAT for jeopardy procedures.

1 exactly what Eschelon's 24-hour advance notice requirement would do.

2

3 **Q. ESCHELON'S PROPOSAL INCLUDES LANGUAGE ENCOURAGING**  
4 **THE PARTIES TO TRY TO MEET THE DUE DATE. DOESN'T THAT**  
5 **ALLEVIATE QWEST'S CONCERN REGARDING THE ONE-DAY**  
6 **ADVANCE NOTICE REQUIREMENT?**

7 A. No. Whether or not the parties succeed in meeting the original due date,  
8 Eschelon's proposal contains an absolute requirement that the FOC for the  
9 jeopardy be sent at least a day before the new due date.

10

11 **Q. ESCHELON PROVIDED EXHIBIT BJJ-6 AS EVIDENCE OF**  
12 **ESCHELON'S NEED FOR ONE DAY ADVANCE NOTICE OF A NEW**  
13 **DUE DATE FOR AN ORDER. IS THIS EXHIBIT PERSUASIVE?**

14 A. No. The Exhibit lists 23 delayed orders. **[BEGIN CONFIDENTIAL]** XXXX  
15 XXX  
16 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX **[END CONFIDENTIAL]** Qwest  
17 researched and analyzed the orders cited in the Exhibit. For only 15 out of the 23  
18 delayed orders did Qwest not provide an Firm Order Commitment (FOC). And  
19 for 12 out of those 15, the record shows that Qwest did not provide an FOC  
20 because other order activity by Eschelon or by Qwest eliminated the need for an  
21 FOC.<sup>42</sup>

22

23 **Q. MR. WEBBER CLAIMS ON PAGE 128 OF HIS DIRECT TESTIMONY,**  
24 **THAT QWEST NEEDS INCENTIVES TO SEND TIMELY FOCs. DO YOU**

---

<sup>42</sup> See Confidential Exhibit RA-27; Analysis of Eschelon Exhibit BJJ-6.

1           **AGREE?**

2    A.    No. Qwest already has a significant incentive in the form of PID P0-5 - Firm  
3           Order Confirmations (FOCs) On Time. While this PID is not specific to FOCs in  
4           response to jeopardy situations, these FOCs are not excluded from this PID.

5

6                                   **XI.    ISSUE 12-75: (CLOSED)**

7    **Q.    IS ISSUE 12-75 STILL OPEN?**

8    A.    No. This issue is closed. It is Qwest understands that the parties have come to  
9           agreement on the contract terms covered by Issue 12-75.

10

11                                   **XII.   ISSUE 12-76: LOSS AND COMPLETION REPORTS**

12   **Q.    MR. WEBBER CLAIMS ON PAGE 146 OF HIS TESTIMONY THAT**  
13           **ESCHELON'S PROPOSED LANGUAGE TO LIST THE DATA FIELDS IN**  
14           **THE LOSS AND COMPLETION REPORTS HAS NO IMPACT ON THE**  
15           **INDUSTRY'S ABILITY TO CHANGE THESE REPORTS. IS THAT**  
16           **CORRECT?**

17    A.    No. Eschelon's proposal is another example of Eschelon's attempt to freeze  
18           current processes in place in the parties' ICA. The problems and issues raised by  
19           Eschelon's proposed language for loss and completion reports are the same as  
20           those raised by its proposed language for PSONs and fatal rejection notices.  
21           Qwest cannot reasonably be expected to maintain one set of programs in its  
22           systems for Eschelon's reports and a different set for all other CLECs. The  
23           reality is that if the Commission adopts Eschelon's language, then Qwest will  
24           have to seek Eschelon's permission in the form of an interconnection agreement

1 amendment before it can implement a change request from a CMP participant  
2 seeking a change to the Loss and Completion reports. This gives Eschelon veto  
3 power over other CLECs participating in the CMP. No CMP participant should  
4 have more control over proposed process and procedure changes than any other  
5 CMP participant.

6

7 **Q. MR. WEBBER SUPPORTS ESCHELON'S POSITION BY STATING ON**  
8 **PAGE 148 OF HIS DIRECT TESTIMONY "THAT THE LIST OF**  
9 **INFORMATION TO BE CONTAINED IN THESE REPORTS PROVIDED**  
10 **UNDER QWEST'S CURRENT TERMS IS A RESULT OF MANY**  
11 **ITERATIONS AND YEARS OF WORK CONDUCTED BY CLECS AND**  
12 **QWEST ON THESE ISSUES THROUGH CMP." PLEASE RESPOND.**

13 A. Once again, it is completely incongruous that, on the one hand, Eschelon  
14 describes a situation in which the CMP worked effectively to make changes to the  
15 Loss and Completion Reports, and then, on the other hand, Eschelon seeks to  
16 prevent any further changes to that process through the CMP.

17

18 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION ADOPT FOR ISSUE**  
19 **12-76 AND ITS SUBPARTS?**

20 A. This Commission should adopt Qwest's proposed language for Loss and  
21 Completion reports to allow CMP participants to determine whether these reports  
22 will be changed in the future according to industry needs.

23

24

**XIII. ISSUE 12-77: (CLOSED)**

25 **Q. IS ISSUE 12-77 STILL OPEN?**



1 A. No. This issue is closed. Qwest understands that the parties have come to  
2 agreement on the contract terms covered by Issue 12-77.

3

4

**XIV. ISSUES 12-78 AND 12-80: (CLOSED)**

5 **Q. IS ISSUE 12-78 STILL OPEN?**

6 A. No. This issue is closed. Qwest understands that the parties have come to  
7 agreement on the contract terms covered by Issue 12-78.

8

9 **Q. IS ISSUE 12-80 STILL OPEN?**

10 A. No. This issue is closed. Qwest understands that the parties have come to  
11 agreement on the contract terms covered by Issue 12-80.

12

13

**XV. ISSUES 12-81: (CLOSED)**

14 **Q. IS ISSUE 12-81 STILL OPEN?**

15 A. No. This issue is closed. Qwest understands that the parties have come to  
16 agreement on the contract terms covered by Issue 12-81.

17

18

**XVI. ISSUE 12-83: (CLOSED)**

19 **Q. IS ISSUE 12-83 STILL OPEN?**

20 A. No. This issue is closed. Qwest understands that the parties have come to  
21 agreement on the contract terms covered by Issue 12-83.

22

1 **XVII. ISSUE 12-86: (CLOSED)**

2 **Q. IS ISSUE 12-86 STILL OPEN?**

3 A. No. This issue is closed. Qwest understands that the parties have come to  
4 agreement on the contract terms covered by Issue 12-86.  
5

6 **XVIII. ISSUE 12-87: CONTROLLED PRODUCTION OSS TESTING**

7 **Q. WHY DOES ELECTRONIC INTERFACE TESTING OCCUR?**

8 A. Electronic interface testing is necessary to ensure that electronic orders delivered  
9 by a CLEC's computer system to Qwest's computer systems can be processed  
10 properly. Every time a change is made to Qwest's electronic interfaces, CLECs  
11 must make corresponding changes to their computer systems. It is vital for these  
12 changes to be tested on both sides. Any change creates the possibility for errors  
13 in order processing. Testing is used to find and correct these errors whether they  
14 occur within the CLEC's system or in Qwest's system.  
15

16 **Q. WHAT IS UNIQUE ABOUT THE CONTROLLED PRODUCTION PHASE  
17 OF ELECTRONIC INTERFACE TESTING?**

18 A. This phase of an interface test is the first true production test of orders using a  
19 new electronic interface. In other words, it is the first time that a CLEC order  
20 submitted by the CLEC's computer system is received and processed by Qwest's  
21 computer system. During this phase of testing, Qwest staff work closely with  
22 CLEC staff to monitor the CLEC's orders from end-to-end. This is the last phase  
23 of testing, and the last opportunity to catch errors in the process, errors that might  
24 cause systems problems for Qwest and for other CLEC.  
25

1 **Q. MR. WEBBER ALLEGES ON PAGE 197 OF HIS DIRECT TESTIMONY**  
2 **THAT ESCHELON'S PROPOSED LANGUAGE FOR ISSUE 12-87**  
3 **REFLECTS QWEST'S CURRENT PRACTICE. IS THAT TRUE?**

4 A. No. The CMP Document clearly places certification testing requirements under  
5 Qwest's control:

6 New Releases of the application-to-application interface  
7 may require re-certification of some or all business  
8 scenarios. A determination as to the need for re-  
9 certification will be made by the Qwest coordinator in  
10 conjunction with the Release Manager of each Release.<sup>43</sup>

11 To support his allegation, Mr. Webber cites the EDI Implementation Guidelines for  
12 Release 19.2, which *only applied* to Release 19.2 of IMA.<sup>44</sup> Furthermore, the  
13 provisions cited by Mr. Webber provide: ". . . Controlled Production is not  
14 required on any EDI transaction that successfully completed Controlled Production  
15 testing *in a prior release*".<sup>45</sup> The issue here is with new releases, such as IMA  
16 Release 20.0, that require controlled production testing. As I stated in my Direct  
17 Testimony, the language in this section of the contract concerns Eschelon's  
18 obligations for testing Eschelon's computer connections to Qwest's systems. It is  
19 not up to Eschelon to determine what testing is required. It is important to note that  
20 testing is required to ensure that when Eschelon's systems communicate with  
21 Qwest's systems, those communications do not have a negative impact on Qwest's  
22 systems, and by extension, other companies that are using Qwest's systems. When  
23 changes are made to Qwest's systems, such as changes requested by CMP  
24 participants, only Qwest, as the owner of its systems, is in a position to determine

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<sup>43</sup> Exhibit RA-2. The CMP Document, Section 11.0 (emphasis added).

<sup>44</sup> Webber Direct Testimony, p. 197, lines 6-23.

<sup>45</sup> *Id.* (emphasis added)

1 what testing is required in order to establish that other companies' interfaces with  
2 Qwest are working properly.

3

4 **Q. IS IT APPROPRIATE TO ASSUME THAT THE TESTING THAT IS**  
5 **REQUIRED TODAY WILL BE SUFFICIENT TO MEET TESTING NEEDS**  
6 **IN THE FUTURE?**

7 A. No. Qwest's systems are constantly changing and evolving. Eschelon is well  
8 aware of this fact. As of November 30, 2006, Eschelon has submitted 135  
9 systems change requests to Qwest. Other CLECs have submitted 307 systems  
10 change requests in the same time period. In addition, Qwest itself submitted 283  
11 systems change requests. Many of Qwest's systems change requests have been  
12 made in response to industry changes in standards for electronic order processing.  
13 For example, the industry has recently determined that ILECs and CLECs should  
14 use a different communications protocol for the processing of orders, known as  
15 XML.

16

17 **Q. MUST ALL SYSTEMS CHANGES BE TESTED?**

18 A. Yes. At a minimum, to ensure that it can continue to provide consistent and  
19 reliable service, Qwest must test every change to Qwest's systems before  
20 implementing changes. Every time a systems change request is implemented  
21 through the CMP, Qwest must analyze the change and determine what testing will  
22 be required to ensure that CLEC orders will enter Qwest's systems properly for  
23 processing. Qwest must have the flexibility to require additional testing from  
24 CLECs if such testing is warranted. Eschelon would have this Commission tie  
25 Qwest's hands and allow Eschelon to decide whether or not it agrees to additional

1 testing requirements.

2

3 **Q. WHO IS IN THE BEST POSITION TO DETERMINE THE RISK OF**  
4 **FOREGOING CONTROLLED PRODUCTION TESTING?**

5 A. The owner of the electronic interface (IMA) and the downstream systems the  
6 electronic interface accesses. Qwest is the only party in a position to know what  
7 testing is required to verify that an application modification is working properly.

8

9 **Q. DOES THE CERTIFICATION PROCESS DETERMINE WHETHER A**  
10 **CLEC HAS ACCESS TO QWEST'S OSS VIA A COMPUTER-TO-**  
11 **COMPUTER INTERFACE?**

12 A. Yes. In order for a CLEC to use the computer-to-computer interface provided by  
13 Qwest to access its OSS (whether it is IMA EDI or IMA XML), that CLEC must  
14 complete the certification process. If the CLEC does not wish to complete the  
15 certification process, the CLEC may not use Qwest's computer-to-computer  
16 interface to submit its orders. That does not mean orders cannot be submitted  
17 electronically. The CLEC has the alternative of using Qwest's human-to-  
18 computer electronic interface, known as IMA GUI.

19

20 **Q. MR. WEBBER CLAIMS ON PAGES 198-199 OF HIS DIRECT**  
21 **TESTIMONY THAT QWEST IS TRYING TO RESERVE THE RIGHT TO**  
22 **IMPOSE UNNECESSARY TESTING, AND THUS THE COST OF**  
23 **UNNECESSARY TESTING, ON ESCHELON. IS THAT ACCURATE?**

24 A. No. When Qwest determines that testing is required, the testing is necessary.  
25 The cost of testing, both to Qwest and to Eschelon, is part of the cost of doing

1 business with computer-to-computer transactions. All parties have an interest in  
2 ensuring that these transactions will be processed correctly and in a way that  
3 minimizes costs.

4  
5 **Q. MR. WEBBER ASSERTS THAT UPDATES TO EXISTING SYSTEMS  
6 REQUIRE LESS RIGOROUS TESTING. IS THAT ALWAYS TRUE?**

7 A. No, not every time. The move from IMA Release 19.2 to IMA Release 20.0 is a  
8 prime example. The underlying architecture of IMA Release 20.0 is changing  
9 from EDI to XML. This is such a significant change that Qwest is treating this as  
10 a new implementation that requires controlled production testing for all CLECs  
11 who wish to move to this Release of IMA. Mr. Webber cites provisions in the  
12 EDI Implementation Guidelines for IMA Release 19.2. The provisions of that  
13 Implementation Guideline have no bearing on IMA Release 20.0. But if  
14 Eschelon's proposed language for controlled production testing were in place  
15 today, Eschelon could argue that it is not required to do controlled production  
16 testing for IMA Release 20.0, even though all other CLECs are required to do so  
17 and the reasons for undertaking the testing are well-founded and critical.

18  
19 **Q. MR. WEBBER MENTIONS ON PAGE 198 OF HIS DIRECT TESTIMONY  
20 THAT THE IMA IMPLEMENTATION GUIDELINE DOCUMENT IS NOT  
21 UNDER CMP CONTROL. IS THERE ANY REASON THAT IT SHOULD  
22 BE?**

23 A. No. The Implementation Guidelines are written by Qwest's Information  
24 Technologies Department as an explanation of Qwest's requirements for CLEC  
25 use of its computer-to-computer interfaces. Only Qwest can determine the

1 requirements for use of these interfaces.

2

3 **Q. MR. WEBBER ARGUES THAT ESCHELON'S PROPOSED LANGUAGE**  
4 **DOES NOT REPRESENT A "THREAT TO THE INDUSTRY AT LARGE"**  
5 **BECAUSE QWEST PERMITS CLECS TO FOREGO TESTING IN SOME**  
6 **CIRCUMSTANCES.<sup>46</sup> PLEASE RESPOND.**

7 A. Mr. Webber's logic does not make sense. As I stated above, Qwest makes the  
8 determination of testing requirements for every release of IMA. If Qwest  
9 determines that in certain circumstances controlled production testing is not  
10 required for that specific release, such as Release 19.2 cited by Mr. Webber, that  
11 determination only applies to the given Release. Qwest has determined that  
12 controlled production testing is required for IMA Release 20.0. Qwest has made  
13 that determination based on the significant changes in that Release and to ensure  
14 the security and integrity of Qwest's OSS for all who use them, including CLECs.

15

16 **Q. WHICH LANGUAGE SHOULD THIS COMMISSION ADOPT FOR ISSUE**  
17 **12-83?**

18 A. This Commission should adopt Qwest's language for issue 12-83 to give Qwest  
19 the ability to determine testing requirements as needed to ensure that Qwest's  
20 electronic interfaces function properly.

21

22

## **XIX. CONCLUSION**

23 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

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<sup>46</sup> Webber Direct Testimony, p. 199, lines 6-15.

1 A. This Commission faces a clear choice with respect to the relationship between the  
2 CMP and the interconnection agreement. Eschelon proposes locking procedures  
3 in place through the parties' ICA and requiring interconnection agreement  
4 amendments to change those obligations.

5 Qwest sees many disadvantages to this approach. First, and most importantly, it  
6 creates the potential for Qwest to face inconsistent obligations for its CLEC  
7 customers. While theoretically there is no problem with such an approach,  
8 applying it in the real world is extremely difficult and burdensome. Thousands of  
9 Qwest employees serve hundreds of CLECs in multiple states every day.

10 Requiring those employees to handle identical requests under different rules for  
11 different CLECs is inefficient, creates more possibility for error, and creates the  
12 risk of discriminatory treatment for CLECs. History has shown that standardized  
13 processes allow Qwest to provide high quality service to CLECs.

14 Qwest could attempt to deal with this issue of inconsistent obligations by changing  
15 its processes for all CLECs to reflect Eschelon's proposals, but such an effort  
16 would be cumbersome, lead to confusion, and create problems where Eschelon has  
17 requested a process that other CLECs do not want. In effect, Eschelon would then  
18 be controlling the process for all CLECs. Neither of the two alternatives described  
19 above make for good policy.

20 A second primary problem with Eschelon's proposals is that they freeze processes  
21 in time in an industry that is rapidly evolving. Many changes have occurred to  
22 Qwest's processes since 2001. No doubt, all members of the industry will want  
23 many more changes in the future. Locking processes into interconnection  
24 agreement provisions forces companies to amend hundreds of interconnection

Redacted



1 agreements in order to make a change that applies industry wide. This burden is so  
2 large that that change will only take place in the most compelling of circumstances,  
3 and, even then, will take a very long time to complete.

4 By contrast, Qwest's proposed CMP-related language for the parties' ICA takes  
5 advantage of a process that has proven to be effective, the CMP. It provides  
6 significant safeguards to CLECs in the event of disputes. It allows changes to take  
7 place without significant unnecessary administrative burdens and it creates uniform  
8 processes that allow Qwest to provide high quality, consistent service to its CLEC  
9 customers.

10 I urge this Commission to adopt Qwest's approach on the CMP issues.

11

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

13 A. Yes it does.