

**Exhibit No. ____ T (CH-2T)
Docket UT-111254
Witness: Christopher Hansen**

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION**

**In the Matter of a Complaint by the Joint
CLECs against the Joint Applicants
Regarding OSS for Maintenance and
Repair**

DOCKET UT-111254

REBUTTAL TESTIMONY OF

CHRISTOPHER HANSEN

ON BEHALF OF

**MCLEOSUSA TELECOMMUNICATIONS SERVICES L.L.C.
D/B/A PAETEC BUSINESS SERVICES**

December 15, 2011

1 **I. INTRODUCTION**

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

3 A. My name is Christopher Hansen. My business address is 1450 North Center Point Road,
4 Hiawatha, Iowa 52233.

5 **Q. DID YOU PREVIOUSLY FILE TESTIMONY IN THIS DOCKET?**

6 A. Yes. I filed Direct Testimony in this docket on behalf of McLeodUSA
7 Telecommunications Services L.L.C. d/b/a PAETEC Business Services ("PAETEC") on
8 October 14, 2011.

9 **Q. WHAT IS THE PURPOSE OF THIS REBUTTAL TESTIMONY?**

10 A. My testimony responds to Testimony filed by Robert L. Williamson on behalf of Staff
11 and to the Direct Testimony of Renee Albersheim and Michael Hunsucker on behalf of
12 Qwest/CenturyLink.

13 **I. RESPONSE TO STAFF**

14 **Q. IN SECTION II, MR. WILLIAMSON DESCRIBES THE**
15 **QWEST/CENTURYLINK SETTLEMENT WITH INTEGRA AND THE**
16 **SEETLEMENT OF JOINT APPLICANTS WITH STAFF AND PUBLIC**
17 **COUNSEL AS BEING AT THE HEART OF THE DISPUTE. IS PAETEC A**
18 **PARTY TO A SEPARATE AGREEMENT THAT IS ALSO AT THE HEART OF**
19 **THIS DISPUTE?**

1 A. Yes, PAETEC signed its own settlement agreement with Qwest/CenturyLink that starts
2 with the Integra settlement but adds some additional components that are very important
3 to PAETEC.¹ And the reason that we did not sign the Integra agreement is because it did
4 not contain key elements specifically related to the issue at hand. As I have previously
5 discussed, PAETEC has internally developed its own back office systems to work in an
6 e-bonded manner with the MEDIACC system. That development, which is unique to
7 PAETEC, has allowed us to automate many of our internal processes, including trouble
8 ticket management. The proposed timetable to develop and implement MTG by
9 CenturyLink/Qwest will dramatically impact our operations since PAETEC has a lot of
10 work to do (development, testing, training, and implementation) to our own systems to
11 accommodate the move to MTG. I understand that the Commission took administrative
12 notice² of our settlement agreement in its Final Order approving the transaction.³ In
13 Count II of the Complaint, PAETEC alleges breach of its settlement agreement with
14 CenturyLink and Qwest.⁴ Thus, I believe the Staff's focus on the requirements of only
15 two settlement agreements is too narrow and ignores the critical elements of our
16 settlement agreement that makes it clear the functionality of any new OSS has to
17 accommodate the functionality of our internal systems.

¹ A copy of the PAETEC settlement agreement is contained in Exhibit BJJ-4 to the Direct Testimony of Bonnie Johnson of Integra in this matter. Douglas Denney of Integra describes provisions of the PAETEC settlement agreement (also known as the Joint CLEC Merger Agreement) on pages 50-53 of his direct testimony.

² WUTC Order No. 14, pp. 52-53, ¶86.

³ As indicated in paragraph 95 of our Complaint, "The Commission has taken administrative notice of the Joint CLEC Merger Agreement, which Joint Applicants have indicated does not require Commission action for its provisions to take effect, and adopted its extended timeframes." In paragraph 95 of the Answer of CenturyLink and Qwest, they admit this information. The CenturyLink and Qwest letter in which they state that the OSS provisions of the PAETEC settlement agreement apply to the 14-state Qwest ILEC region and that there are no provisions in the agreement that require Commission action to take effect is attached to Ms. Johnson's direct testimony as Exhibit BJJ-6.

⁴ See, e.g., Complaint, p. 34, ¶96.

1 **Q. MR. WILLIAMSON TESTIFIES THAT A WORKING MTG WILL RESOLVE**
2 **THE ISSUE WITH CEMR IF A CATASTROPHIC FAILURE OF MEDIACC**
3 **OCCURS. DOES THAT ADDRESS THE CONCERNS OF PAETEC?**

4 A. No. Assuming Mr. Williamson is correct that CEMR users would only be required to
5 make a couple of minor data field changes to continue using CEMR in a seamless
6 fashion, that does nothing to address the concerns of PAETEC that uses the B2B
7 MEDIACC system in the event that system fails.

8 **Q: DOES MR. WILLIAMSON DISCUSS WHAT WILL HAPPEN TO MEDIACC**
9 **USERS IN THE EVENT THERE IS A CATASTROPHIC FAILURE OF**
10 **MEDIACC?**

11 A: No, Mr. Williamson glosses over the primary issue that PAETEC has raised – what
12 happens in the event of a MEDIACC failure. Instead, he briefly discusses the existence
13 of a Disaster Recovery Plan and how it should be updated by CenturyLink/Qwest on a
14 regular basis.⁵ He then indicates that the development of MTG will address the hardware
15 and software issues that exist with MEDIACC.⁶ Based on his conclusion that MTG
16 handles those concerns and the existence of the Disaster Recovery Plan, the following Q
17 & A is put forth:

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

20 A. The CLECs argue that the Integra Agreement precludes the
21 replacement or retirement of a Qwest OSS interface without

⁵ Testimony of Robert T. Williamson, p. 19, ll. 10-22.

⁶ Testimony of Robert T. Williamson, p. 20, ll. 2-7.

1 sufficient acceptance of the replacement interface by the CLECs.
2 They opine that the “Merged Company is **replacing** MEDIACC
3 with MTG when it implements MTG in December of 2011, though
4 it is not **retiring** MEDIACC until a later date.” Additionally the
5 CLECs argue that even the development and testing of MTG
6 before the end of the 30 month period is prohibited by the
7 agreement. It is the CLECs’ opinion that any development and/or
8 testing would cost them time and money that they have not, and
9 should not have to, include in their budgets until the end of the 30
10 month period. The CLECs have also voiced a concern that the
11 development of MTG will divert IT resources that should be used
12 to maintain MEDIACC. (footnote deleted).⁷

13 **Q: DOES MR. WILLIAMSON ACCURATELY CHARACTERIZE PAETEC’S**
14 **PRIMARY CONCERN?**

15 **A:** No. Our primary concern is that in the event of a catastrophic MEDIACC failure, we will
16 be forced to use manual trouble ticket processing until such time as (a)
17 CenturyLink/Qwest gets MEDIACC operational, or (b) we are able to migrate to the
18 MTG system.

19 As I explained in my direct testimony, PAETEC is not able to begin working on
20 the internal development to MTG until 3Q 2012. Being forced to use manual processing
21 of trouble tickets before we have developed, tested, trained and implemented our B2B

⁷ Testimony of Robert T. Williamson, p. 20, ll. 9-21.

1 interface to work with MTG would have a huge operational impact on PAETEC as I have
2 discussed in prior testimony.

3 **Q: DOES THE DISASTER RECOVERY PLAN ADEQUATELY PROTECT**
4 **PAETEC?**

5 **A:** No. The basic premise of the Disaster Recovery Plan is that CenturyLink/Qwest can
6 recover from a MEDIACC failure by making it operational by finding necessary
7 hardware components, or making necessary software changes. Yet, the basis given by
8 CenturyLink/Qwest for pushing forward with an aggressive timeframe to implement
9 MTG (and originally retire MEDIACC per the CMP process) was that
10 CenturyLink/Qwest could not be certain it could accomplish either of those. We have
11 been told that they would have to find parts on E-Bay, and that they no longer have the
12 software developer expertise in house familiar with MEDIACC. Mr. Williamson's
13 testimony that notes the existence of the Disaster Recovery Plan simply assumes away
14 the entire problem that is our primary concern - what happens if CenturyLink/Qwest is
15 not able to recover from a MEDIACC failure?

16 **Q: DOES THE EXISTENCE OF THE PERFORMANCE ASSURANCE PLAN**
17 **ALLEVIATE YOUR CONCERNS?**

18 **A:** I defer to Mr. Denney's expertise, but based on my general understanding, no, it is
19 doubtful payments provided by the PAP would reimburse PAETEC for extra costs it
20 would incur to manually process trouble ticket orders until such time as it is able to move
21 to MTG.

1 **II. RESPONSE TO QWEST/CENTURYLINK**

2 **Q: MS. ALBERSHEIM, IN HER ANSWER TESTIMONY, HAS ASSERTED THAT**
3 **MEDIACC NEEDS TO BE REPLACED BECAUSE IT USES A PROTOCOL,**
4 **CMIP, THAT IS “OUTDATED.”⁸ PLEASE COMMENT ON WHETHER**
5 **MEDIACC USES AN OUTDATED PROTOCOL.**

6 A: The CMIP protocol used by MEDIACC remains an industry standard protocol.⁹ In
7 addition to exchanging repair information with Qwest via CMIP, PAETEC exchanges
8 repair information with Verizon Business using CMIP protocol. From a functional
9 perspective, MEDIACC allows PAETEC’s back office OSS to perform as many
10 automated functions as does the XML protocol based B2B interface that it has in place
11 with AT&T. But for Qwest/CenturyLink’s actions in CMP and allegations of potential
12 repair OSS failure, PAETEC would not be looking at a move to XML for repair OSS in
13 legacy Qwest territory at this time and instead would be relying upon the 30-month time
14 period in the merger settlement agreement.

15 **Q: HAS PAETEC CONVERTED TO AN XML PROTOCOL FOR ITS INTERACE**
16 **WITH ANY OTHER CARRIERS?**

17 A: Yes, PAETEC has an XML interface with AT&T. The conversion from CMIP to XML
18 protocol in the AT&T territory took approximately 18 months to complete the coding
19 changes, train, test and transition. The amount of time necessary to perform a conversion
20 from CMIP to XML depends on many variable factors, including any differences in how

⁸ Direct Testimony of Renee Albersheim, p. 7, ll. 1-4.

⁹ See, e.g., <http://www.atlis.org/docstore/product.aspx?id=21171>.

1 Qwest proceeds as compared to AT&T. Other factors affecting the time needed are
2 planning and budgeting. Based on the knowledge gathered from the previous conversion,
3 PAETEC believes that another conversion would take a minimum of six months and
4 could be much longer, depending on whether the conversion to MTG and its XML
5 protocol also impacts the functionality of how PAETEC's systems are able to interact
6 with MTG beyond the conversion to XML protocol. Although the fact that PAETEC has
7 converted from CMIP to XML for its interface with one carrier does not mean that it will
8 be cheaper, easier or take less time to perform such a conversion with another carrier,
9 PAETEC has nonetheless attempted to account for any applicable learning gained by the
10 conversion from CMIP to XML protocol in the AT&T territory by estimating a six-
11 month time period for legacy Qwest territory, while at the same time recognizing that
12 violation of the 30-month term of the settlement agreements means that this would
13 require PAETEC to redirect resources to do so at a time when per the merger agreement
14 it should not have to do so.

15 **Q. MS. ALBERSHEIM REFERS TO AN "INTERIM SOLUTION" PROPOSED BY**
16 **PAETEC.¹⁰ WHY DID PAETEC MAKE THIS PROPOSAL?**

17 **A.** Although PAETEC has not experienced problems with stability of MEDIACC, now that
18 the Merged Company has raised this issue, PAETEC cannot simply ignore the Merged
19 Company's claims about the potential risks of system failure. PAETEC relies on
20 MEDIACC to obtain repair services for the facilities that it obtains from Qwest and if

¹⁰ Direct Testimony of Renee Albersheim, p. 20, l. 8.

1 MEDIACC were to fail, this would have potentially very adverse consequences for
2 PAETEC and its customers.

3 **Q. PLEASE DESCRIBE PAETETC'S PROPOSAL.**

4 A. In an attempt to resolve the dilemma that the Merged Company's conduct has created,
5 PAETEC has proposed a true backup plan that, although requiring some modification of
6 the merger conditions, would minimize both the risk and disruption to CLECs. A copy of
7 PAETEC's proposal to the Merged Company was previously provided as **Exhibit BJJ-**
8 **64** to the Direct Testimony of Bonnie Johnson. Under that plan, the Merged Company
9 would proceed now to develop MTG as a backup so that it has the same functionality and
10 is able to communicate with both CMIP – the language currently used by MEDIACC –
11 and XML, but not implement MTG unless and until an unrecoverable failure of
12 MEDIACC. Because the system would interface using CMIP, this would assure that
13 MEDIACC users continue to receive the same functionality as they do now.
14 Additionally, for MTG to be a true backup system, the Merged Company would also
15 need to commit the necessary resources to maintain the existing system – MEDIACC – in
16 working order.

17 If, however, the Merged Company seeks to implement MTG as a system to
18 replace MEDIACC and/or CEMR (i.e., implement MTG for use by the Merged Company
19 or by any retail or wholesale customer), then the merger conditions must be complied
20 with. If the Merged Company wishes to proceed with the development of MTG before
21 the expiration of 30 months after the merger, it will need to obtain a modification of the

1 30 months moratorium requirement and it is reasonable, as a condition of being given
2 such a modification of the merger conditions, that the Merged Company should bear any
3 costs associated with earlier replacement of a Qwest legacy system.

4 **Q. DID PAETEC INTEND FOR ITS PROPOSAL TO BE AN “INTERIM**
5 **SOLUTION”?**

6 A. Not necessarily. If MTG were to be developed in a way that would allow PAETEC to
7 interface with it using CMIP and that would retain the automated functionality that
8 PAETEC currently has available when using MEDIACC, it would not be necessary for
9 PAETEC to implement a new interface.

10 **Q. MS. ALBERSHEIM STATES THAT “QWEST/CENTURYLINK IS SERIOUSLY**
11 **EVALUATING” PAETEC’S PROPOSAL.¹¹ WHAT IS THE CURRENT**
12 **STATUS?**

13 A. CenturyLink has indicated that it believes that developing an alternative CMIP interface
14 to MTG would be too costly and time-consuming and, accordingly, does not intend to
15 pursue that option.

16 **Q. DOES THAT CONCLUDE YOUR REBUTTAL TESTIMONY?**

17 A. Yes.

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¹¹ Direct Testimony of Renee Albersheim, p. 20, l. 17.