

**BEFORE THE WASHINGTON STATE
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 No. UT-111254

RESPONSE TESTIMONY

OF RENÉE ALBERSHEIM

QWEST CORPORATION D/B/A CENTURYLINK QC

DECEMBER 15, 2011

1 **I. IDENTIFICATION OF WITNESS**

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

3 A. My name is Renée Albersheim. I am employed by Qwest Corporation dba CenturyLink
4 QC ("CenturyLink QC"), working with all CenturyLink affiliates as a senior witnessing
5 representative in the Wholesale Markets Group. My business address is 930 15th Street,
6 16th floor, Denver, Colorado 80202.

7 Q. **DID YOU FILE DIRECT TESTIMONY IN THIS CASE?**

8 Yes, I filed direct testimony on October 14, 2011.

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10 **II. PURPOSE OF TESTIMONY**

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

12 A. The purpose of my testimony is to respond to the testimony of the Joint CLECs and to the
13 testimony and recommendations of the Washington Commission Staff.

14 Q. **HAVE YOU ALREADY TESTIFIED REGARDING MANY OF THE ISSUES
15 RAISED IN THE CLEC'S DIRECT TESTIMONY?**

16 A. Yes, my direct testimony responded to most of the issues raised by the Joint CLECs in
17 their direct testimony. I will not repeat those arguments here. Instead I will deal with
18 relevant issues that have arisen in other venues since the Joint CLECs filed their direct
19 testimony in this case.

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III. MEDIACC IS STABLE

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Q. THE JOINT CLEC'S HAVE MAGNIFIED QWEST/CENTURYLINK'S STATEMENTS REGARDING SUPPORT FOR THE HARDWARE AND SOFTWARE USED BY THE MEDIACC SYSTEM, TO THE POINT THAT THEY NOW FEAR A CATASTROPHIC FAILURE OF MEDIACC.¹ DOES QWEST/CENTURYLINK BELIEVE THAT A CATASTROPHIC FAILURE OF MEDIACC IS IMMINENT?

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A. No. As discussed further below, Qwest/CenturyLink has taken steps to ensure the stability of MEDIACC. The Washington Staff notes that there is no way to know what the likelihood is that MEDIACC will fail before it can be retired.² While Qwest/CenturyLink cannot predict the future of MEDIACC, Qwest/CenturyLink believes it is both prudent, and in its customers' best interest to take steps to provide an alternative system now. It is unfortunate that the Joint CLECs have twisted Qwest/CenturyLink's attempts to proactively manage system risk and prevent a failure into speculation that such a failure is imminent.

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Q. QWEST/CENTURYLINK HAS POINTED TO THE GATEWAY AVAILABILITY PIDS AS A MEASURE OF MEDIACC'S STABILITY, AND AS AN INCENTIVE TO QWEST/CENTURYLINK TO MAINTAIN MEDIACC'S CURRENT LEVEL

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¹ See for example Direct Testimony of Douglas Denney at page 141.

² See Direct Testimony of Robert T. Williamson at page 19.

1 **OF PERFORMANCE. DOES THE WASHINGTON STAFF AGREE?**

2 A. Yes. The Staff points out that the GA-3 and GA-6 PIDS are still in effect and that
3 performance assurance plans in Washington, and in many states in the Legacy Qwest
4 region are still in effect and provide for financial penalties in the event that these and
5 other performance requirements are not met. “Failure to meet parity for GA-3 and GA-6
6 can require payments of up to \$420,000 region-wide (up to \$30,000 per state). PIDs GA-
7 3 and GA-6 are Tier 2 performance measures that require payments to each state.”³

8 Q. **IS QWEST/CENTURYLINK TAKING APPROPRIATE MEASURES TO**
9 **ENSURE THAT MEDIACC WILL CONTINUE TO OPERATE UNTIL IT CAN**
10 **BE RETIRED?**

11 A. Yes. As Staff points out, Qwest/CenturyLink has a disaster recovery plan in place that is
12 intended to help ensure the continued viability of MEDIACC.⁴ In addition to the disaster
13 recovery plan, and normal systems maintenance activities, Qwest/CenturyLink’s IT
14 division has been taking additional steps to ensure the continued stability of MEDIACC.
15 These steps include nightly checks of application transactions, application processes and
16 server health. If any issues are found, a team call is held immediately to resolve these
17 issues. Therefore, Qwest/CenturyLink is proactively engaged in ensuring the continued
18 operation of MEDIACC through the end of the 30 month settlement period.

19 Q. **STAFF MAKES SOME RECOMMENDATIONS REGARDING THE DISASTER**

³ See Direct Testimony of Robert T. Williamson at pages 22.

⁴ See Direct Testimony of Robert T. Williamson at page 19.

1 **RECOVERY PLAN FOR MEDIACC.⁵ PLEASE RESPOND.**

2 A. Qwest/CenturyLink believes that updating and testing the disaster recovery plan on a
3 regular basis is reasonable. In fact it is Qwest/CenturyLink’s policy to do so yearly, and
4 it has tested the MEDIACC disaster recovery plan annually since 2004.⁶ CenturyLink
5 considers Staff’s recommendations to be reasonable.

6 **Q. DOES QWEST/CENTURYLINK HAVE ANY ISSUES WITH SHARING THE**
7 **DISASTER RECOVERY PLAN PUBLICLY?**

8 A. Yes. The Staff recommends that the disaster recovery plan be shared via the CMP and
9 with this Commission. The disaster recovery plan is a very sensitive document
10 containing confidential materials directly related to Qwest/CenturyLink’s internal
11 business operations. While CenturyLink QC is willing to share the plan as a confidential
12 document pursuant to a protective order, CenturyLink is not willing to share the
13 document with the general public due to the sensitive nature of the materials it contains.
14 This information includes names addresses and locations of servers, IP addresses of
15 numerous components, and server architecture. All of this information, if made public,
16 creates significant security concerns that could impact all CenturyLink systems.
17 Qwest/CenturyLink is willing to work with staff on a way to share the document while
18 maintaining its confidentiality.

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⁵ See Direct Testimony of Robert T. Williamson at pages 24 – 25.

⁶ See Qwest/CenturyLink Response to Joint CLEC Data Request 2-9.

1 **IV. MTG IS THE BEST ALTERNATIVE GATEWAY FOR B2B**
2 **REPAIR**

3 **Q. IN OTHER VENUES THE JOINT CLECS HAVE QUESTIONED WHETHER**
4 **MTG IS THE BEST ALTERNATIVE FOR A NEW B2B GATEWAY FOR**
5 **REPAIR.⁷ PLEASE COMMENT GENERALLY.**

6 **A. Qwest/CenturyLink’s IT department researched the feasibility of upgrading the current**
7 **hardware and software, but determined that the most efficient, forward-looking approach**
8 **would be to develop a new application using the most current hardware, software, and**
9 **telecommunications system standards. A part of this decision was to use the current**
10 **XML standard for B2B repair instead of CMIP.**

11 **Q. THE JOINT CLECS HAVE EXPRESSED CONCERN THAT THEY HAVE NOT**
12 **BEEN INVOLVED IN THE DEVELOPMENT OF MTG OR IN THE CHOICE OF**
13 **ALTERNATIVES.⁸ PLEASE RESPOND.**

14 **A. That claim does not accurately reflect the events that have taken place or those that are**
15 **planned. CenturyLink has followed the standard CMP practice for developing a new**
16 **interface. Legacy Qwest prepared the initial MTG design and presented that to the CMP,**
17 **first in 2008, and then again when the change request to implement MTG was re-**
18 **introduced in 2010. Since then, the standard development process has continued to be**
19 **followed in the CMP. As a result, the CLECs have had the opportunity to comment on**

⁷ See for example the Comments of the Joint CLECs filed in Minnesota on November 7, 2011, Docket No. Docket No. P-421, et al./PA-10-456.

⁸ See for example the Comments of the Joint CLECs filed in Minnesota on November 7, 2011, Docket No. Docket No. P-421, et al./PA-10-456.

1 the technical specifications for the initial development of MTG. And, since
2 Qwest/CenturyLink has committed to repeating the development process for MTG as
3 required by the settlement agreements before MEDIACC is retired or replaced, the
4 CLECs will have a second opportunity to influence the design and development of MTG
5 through comments and the required CLEC vote. Qwest/CenturyLink has stated that it is
6 willing to bear the financial risk of making design changes consistent with the ATIS
7 XML standard that may result from this process. Given that MTG's design is based upon
8 the ATIS standard for B2B repair, their concern is overstated, as this standard was
9 developed by members of the telecommunications industry, including the CLECs.
10 Further, there is nothing in the CMP or in the merger settlement agreements that allow
11 the CLECs to have a say in the choice of the B2B interface – they are entitled to the same
12 functionality, but the interface is a Qwest/CenturyLink-owned and operated OSS, and the
13 OSS can and should be of our choosing, so long as it meets the performance
14 requirements.

15 **Q. PAETEC PROPOSED AN ALTERNATIVE TO MTG.⁹ HAS**
16 **QWEST/CENTURYLINK EVALUATED THE PAETEC PROPOSAL?**

17 **A.** Yes. PAETEC's stated reason for requesting this alternative was that PAETEC would
18 not have the resources to convert their interface to MTG until the 3rd quarter of 2012.
19 Qwest/CenturyLink understood that PAETEC desired an interim solution until resources
20 were available to develop an XML interface to MTG. CenturyLink also understood that

⁹ See the Direct Testimony of Christopher Hanson on behalf of McleodUSA
Telecommunications Services L.L.C. D/B/A Paetec Business Services, Exhibit CH-1.

1 PAETEC was the only company interested in a CMIP to XML conversion of this type, so
2 that they could continue to use their existing CMIP interface to MEDIACC as an
3 interface to MTG for a limited period of time. Qwest/CenturyLink evaluated the
4 PAETEC proposal, and determined that due to the development timeframe and the
5 extremely high cost, it was not a viable alternative.

6 The interim CMIP solution is unreasonable, because it would cost approximately \$1
7 million but would be used by one company (PAETEC), and for only a few months, while
8 MEDIACC will continue to be available. A vendor would be required for part of the
9 development effort, and this alternative interface would not be available until the 3rd
10 quarter of 2012, which was the point in time that PAETEC indicated resources would be
11 available to develop its own XML interface to MTG. The Joint CLECs claim that it
12 would then take PAETEC six months to develop its interface. If this time frame is
13 realistic (though given that PAETEC has XML development experience,
14 Qwest/CenturyLink believes a more realistic time frame is likely to be three months) and
15 assuming a favorable vote for the replacement of MEDIACC with MTG, the CMIP to
16 XML interface would only be used from approximately first quarter 2013 until third
17 quarter 2013 when the 30-month settlement period expires and MEDIACC is retired. It
18 seems more reasonable for Qwest to devote scarce resources to maintaining MEDIACC
19 and developing its eventual replacement than to the creation of an entirely new system for
20 one CLEC for a few months' use.

21 Q. **DOES THE WASHINGTON STAFF AGREE THAT QWEST/CENTURYLINK**

1 **HAS CHOSEN AN APPROPRIATE DESIGN FOR MTG?**

2 A. Yes. Mr. Williamson states, “MTG includes new hardware and software and is based on
3 the current XML standard. I also believe that migrating to XML is appropriate and aligns
4 MTG technically with Qwest/CenturyLink’s other wholesale OSS that have already
5 upgraded to the XML standard.”¹⁰

6 **Q. STAFF’S TESTIMONY INCLUDES SOME CRITICISM OF SOME OF**
7 **QWEST/CENTURLINK’S ACTIONS SURROUNDING THE INTRODUCTION**
8 **OF MTG. ARE THESE CRITICISMS VALID?**

9 A. To some degree they are. Mr. Williamson states, “One of Staff’s major concerns during
10 the merger process was that one merging company would not know what the other
11 merging company was doing, and I believe that happened here.”¹¹ As noted in
12 CenturyLink’s direct testimony, Mike Hunsucker, one of the settlement negotiators, was
13 not made aware of the MEDIACC issue until December 20th, 2010. So Mr. Williamson’s
14 statement was correct in this instance.

15 **Q. COULD THE JOINT CLECS HAVE RAISED THIS ISSUE DURING THE**
16 **MERGER PROCEEDINGS?**

17 A. Yes. The Joint CLECs claim that they were bound by the terms of the settlement
18 agreement not to oppose the merger, but their agreement to not oppose the merger has no
19 bearing on their ability to claim that MTG’s introduction breached the settlement

¹⁰ See Direct Testimony of Robert T. Williamson at page 20.

¹¹ See Direct Testimony of Robert T. Williamson at page 21.

1 agreements. Nothing in those terms prevented the Joint CLECs from raising issues
2 regarding their view of compliance with the merger settlements before this Commission.
3 Indeed, to claim that their merger settlements prevented any CLEC from claiming that the
4 merger settlements were breached makes no sense: the CLECs' complaints in this case
5 are centered on claims that the merger settlement was breached.

6 The Integra settlement was signed on November 6, 2010. The restart of MTG
7 development was announced on November 10, 2010. CLECs supplied testimony in the
8 merger proceeding on November 15, 2010, and the Commission held a hearing with
9 CLEC testimony from January 5-7, 2011. After the hearing, parties filed initial and reply
10 briefs on the issues before this Commission; and the CLECs filed briefing on additional
11 issues, and provided this Commission with excerpts from commission deliberations in
12 Minnesota. Similar briefs, comments, pre-filed testimony, hearing testimony, and cross-
13 examination were presented in other states between November 2010 and merger close in
14 April 2011 without CLECs making any claim that MTG's introduction violated the
15 settlement agreements. Despite the months of time and multiple opportunities to raise the
16 issue and claim that the introduction of MTG violated the merger settlements or
17 otherwise threatened the public interest, the CLECs elected to say nothing. The
18 Commission issued its order on the merger in March, and the merger closed in April.
19 The CLECs then chose to file this complaint in June – after Qwest/CenturyLink had
20 revised the CMP notice so that MEDIACC would not be retired.

1 This conspicuous silence and timing on the CLECs' part raises significant questions. If
2 the CLECs felt that MTG violated the merger settlement, why did they wait until June?
3 Why didn't they bring the issue to this Commission while the merger was still being
4 reviewed? CenturyLink cannot answer for the Joint CLECs. But it is clear that this issue
5 – if it was a real concern - could have been raised by the Joint CLECs.
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7 **V. CENTURYLINK HAS NOT VIOLATED THE MERGER**
8 **AGREEMENTS**

9 **Q. THE JOINT CLECS CLAIM THAT DEVELOPMENT OF MTG BEFORE THE**
10 **30 MONTH PERIOD OUTLINED BY THE SETTLEMENT AGREEMENTS**
11 **VIOLATES THESE AGREEMENTS.¹² DOES STAFF AGREE?**

12 **A.** No and neither does Qwest/CenturyLink. As Staff points out,

13 It seems to me that the CLEC argument, that MTG cannot be developed and
14 tested before the end of the 30 month period, is completely orthogonal to their
15 concern that there must be a fully functional backup system for MEDIACC in
16 case of its failure. Furthermore, it was never Staff's intention during negotiations
17 that the development and testing of any replacement OSS would have to wait until
18 the end of the settlement period. It was always Staff's intention that a legacy OSS
19 could be retired and a new OSS brought online to replace it, following the
20 settlement period (pursuant to Order 14, at a minimum of 30 months and 1 day).
21 Staff always intended that development and testing required by the CMP could be
22 completed during the settlement period window. The CMP process requires that
23 the parties be notified nine months before a new OSS can be brought online.
24 Staff, and I believe the Commission, never envisioned that the OSS Settlement
25 Conditions would require 39 months, instead of 30, to bring a new OSS online.¹³

¹² See Direct Testimony of Douglas Denney at page 150.

¹³ See Direct Testimony of Robert T. Williamson at pages 20-21.

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2 **Q. DOES QWEST/CENTURYLINK INTEND TO MAINTAIN MEDIACC UNTIL**
3 **THE END OF THE 30 MONTH SETTLEMENT PERIOD?**

4 A. Yes. As I stated in my direct testimony,

5 The Integra settlement requires Qwest to “use and offer,” and not to “retire or
6 replace,” the legacy Qwest OSS for 30 months. MEDIACC is the legacy OSS at
7 issue, and will be used and offered for the relevant time period. There will be no
8 replacement, retirement, or integration of MEDIACC until the settlement period is
9 complete and the agreed-upon procedures have been followed. Until those steps
10 occur, the MTG interface will be only an additional, optional OSS alternative to
11 MEDIACC (and the CEMR interface that provides similar functions) for CLECs
12 to manage and interface with Qwest/CenturyLink repair systems.¹⁴

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14 **Q. IN LIGHT OF THE FACT THAT MEDIACC WILL BE RETAINED FOR THE 30**
15 **MONTH SETTLEMENT PERIOD, DID STAFF FIND THERE A VIOLATION**
16 **OF THE SETTLEMENT AGREEMENTS?**

17 A. No, and Qwest/CenturyLink agrees. As Staff testified:

18 Staff does not believe that Qwest/CenturyLink is in violation of the Integra or
19 Staff/PC agreements since it has withdrawn its CMP request to retire CEMR and
20 MEDIACC prior to the 30 month period.

21 It is notable that Qwest/CenturyLink withdrew the change request mentioned by Staff in
22 May, well before the Joint CLECs filed this complaint.

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¹⁴ See Direct Testimony of Renée Albersheim at page 27.

1 **VI. CONCLUSION**

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3 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

4 **A.** My testimony responds to some issues that have been raised by the Joint CLECs in other
5 venues, and to the testimony in this docket submitted by the Commission Staff.
6 Qwest/CenturyLink and Staff agree that the merger settlements have not been violated.
7 Staff agrees with CenturyLink that it is appropriate to develop MEDIACC as an
8 alternative to MTG as long as MEDIACC is retained for the 30 month settlement period,
9 and CenturyLink has committed to doing so. Qwest/CenturyLink is willing to work with
10 the Commission Staff on a testing schedule for the MEDIACC disaster recovery plan,
11 and is willing to share the plan and the results of plan tests as long as the confidentiality
12 of these materials can be maintained.

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

14 **A.** Yes, it does.